









MEMORANDUM OF UNDERSTANDING

BETWEEN

THE UNITED NATIONS HUMAN SETTLEMENTS PROGRAMME

AND

THE ASSOCIATION OF COMMONWEALTH UNIVERSITIES

AND

THE COMMONWEALTH ASSOCIATION OF ARCHITECTS

AND

THE COMMONWEALTH ASSOCIATION OF PLANNERS

AND

THE COMMONWEALTH LOCAL GOVERNMENT FORUM

PREAMBLE:

WHEREAS, the United Nations Human Settlements Programme (hereinafter referred to as "UN-Habitat"), established by the General Assembly of the United Nations by its resolution 32/162 of 19 December 1977, transformed into a Programme by its resolution 56/206 of 21 December 2001, having its Headquarters in Nairobi, Kenya. UN-Habitat is the coordinating agency within the United Nations System for human settlement activities and in collaboration with governments is responsible for promoting and consolidating collaboration with all partners, including local authorities, private and non-governmental organizations in the implementation of the Sustainable Development Goals (SDGs), in particular, Goal 11 of "Making cities and human settlements inclusive, safe, resilient and sustainable", as well as the task manager of the human settlements chapter of Agenda 21 and focal point for the monitoring, evaluation and implementation of the New Urban Agenda adopted during the United Nations Conference on Housing and Sustainable Urban Development (Habitat III), in Quito, Ecuador, 2016;

WHEREAS, the Association of Commonwealth Universities, hereinafter referred to as ACU, is an international organisation dedicated to bringing universities together to find solutions to global challenges. International collaboration is central to this ambition. Universities are the key to healthier, greener, fairer societies. None of the 17 Sustainable Development Goals can be achieved without the contribution of higher education – through research, innovation, education, and community engagement. The ACU champions higher education as a cornerstone of stronger societies, supporting its members, partners, and stakeholders as they adapt to a changing world. Registered office: Woburn House, 20-24 Tavistock Square, London, WC1H 9HF, Registered Charity Number: 314137;

WHEREAS, the Commonwealth Association of Architects, hereinafter referred to as CAA, is a UK registered charity (charity number: 288022, registered address: 66 Portland Place, London W1B 1AD. The CAA is an association of national institutes of architects from across the Commonwealth. Its objectives are the advancement of Architecture in the Commonwealth and the promotion and acquisition of knowledge of the various arts and sciences connected therewith, with the object of ensuring the maximum contribution by architects to the wellbeing of society;

WHEREAS, the Commonwealth Association of Planners, hereinafter referred to as CAP, is a UK registered charity (charity number SC 034482) that brings together 30 national professional planning organizations representing over 40,000 professional planners. Member organizations operate at all levels of government and in the private sector, non-government organizations and community-based associations. Today the institution plays an increasingly significant role in promoting planning as fundamental for sustainable human settlements, mitigating the impacts of climate change and building resilient communities.

WHEREAS, the Commonwealth Local Government Forum, hereinafter referred to as CLGF, is an Associated Commonwealth organisation, registered in England and Wales as a non-profit company limited by guarantee (Co Number 2962250). Registered address: Golden Cross House, 8 Duncannon Street, London, WC2N 4JF, UK. CLGF brings together local and city governments, local government associations, Ministries with responsibility for local government and research and professional organisations to promote and support democratic local government, build local government capacity, and to enhance policy learning and exchange across the Commonwealth;

TAKING NOTE that, ACU, CAA, CAP and CLGF are members of the Commonwealth Sustainable Cities Initiative, a collaboration between the Association of Commonwealth Universities (ACU), the Commonwealth Association of Architects (CAA), the Commonwealth Association of Planners (CAP) and the Commonwealth Local Government Forum (CLGF), who have come together to help tackle the urgent challenges of climate change and rapid urbanisation. The partners have agreed to collaborate on the following initiatives as part of the CSCI: building on the Call to Action on Sustainable Urbanisation across the Commonwealth and the Declaration on Sustainable Urbanisation adopted by Heads of Government at CHOGM 2022, developing a Commonwealth dialogue thereby strengthening the focus on sustainable urbanisation, promoting research, knowledge sharing and capacity development, and supporting and empowering cities and member states to develop practical action which is scalable and replicable. ACU, CAA, CAP and CLGF shall hereinafter collectively be referred to as CSCI;

WHEREAS, UN-Habitat and CSCI (hereinafter collectively referred to as the "Parties" and individually as the "Party") have agreed to collaborate in building the capacity of urban stakeholders, particularly in Commonwealth countries, that are facing the most urgent challenges to cope with rapid urbanisation and climate change.

NOW THEREFORE, the Parties, recognizing the benefits of genuine, substantive cooperation and wishing to pursue the above-mentioned cooperation, have entered into this Memorandum of Understanding (hereinafter referred to as the "**MoU**") in a spirit of trust and hereby agree as follows:

ARTICLE I Scope and Purpose

- 1. The purpose of this MoU is to provide a framework of cooperation within which the Parties shall, based on UN-Habitat's Strategic Plan, Resolution 1/3 of the UN-Habitat Assembly (2019) on "Enhancing capacity-building for the implementation of the New Urban Agenda and the urban dimension of the 2030 Agenda for Sustainable Development", and UN-Habitat's Capacity Building Strategy, as well as the Call to Action on Sustainable Urbanisation across the Commonwealth, and the findings from surveys such as the Survey of the Built Environment Professions in the Commonwealth, work jointly towards bridging the capacity gaps affecting the ability of local and national governments, urban professionals, academia, as well as other urban stakeholders, with a focus on Commonwealth countries that are facing the most urgent challenges to cope with rapid urbanisation and climate change.
- 2. The collaboration between the Parties will be implemented with a focus on developing the capacity, knowledge and skills of urban stakeholders; strengthening the links between policy, education and practice; increasing awareness of and access to relevant tools; and increased awareness among Commonwealth Member States and relevant stakeholders of the extent of the capacity gap and the importance of increasing commitments to address this gap; with the end goal of increased capacity of urban stakeholders in the Commonwealth countries that are facing the most urgent challenges to cope with rapid urbanisation and climate change.
- 3. Subject to Article II, clause (5) herein below, and to their respective regulations, rules, policies, practices, procedures, the Parties shall collaborate and work together to carry out the activities under the areas of collaboration outlined under Article III.
- 4. The following shall be the primary results of the collaboration:
 - (a) Increased capacity of urban stakeholders in the Commonwealth countries that are facing the most urgent challenges to cope with rapid urbanisation and climate change through enhanced knowledge transfer, exchange of good practice and skills development;
 - (b) Strengthened links between policy, education and practice related to sustainable urbanisation and climate change;
 - (c) Increased awareness of and access to relevant tools for urban stakeholders working on issues related to rapid urbanisation and climate change;
 - (d) Increased awareness among Commonwealth Member States and relevant stakeholders of the extent of the capacity gap and the importance of increasing commitments to address this gap;
 - (e) **Improved engagement from stakeholders**, combined with greater collaboration between stakeholders at all levels;

- (f) Improved identification, definition, recognition of and engagement with key barriers and enablers both among and between key stakeholders at national, regional and local levels;
- (g) **Improved coordination and coherence between different stakeholder groups** at both policy-making and operational levels.

ARTICLE II General Responsibilities of the Parties

- 1. The Parties agree to carry out their respective responsibilities in accordance with the provisions of this MoU. The Parties agree to join efforts and to maintain close working relationships in order to achieve the objectives of this MoU.
- 2. The Parties shall keep each other informed of all relevant activities pertaining to this MoU and shall hold consultations at any time any Party considers it appropriate.
- 3. The Parties shall refrain from any action that may adversely affect the interests of the other Party and fulfill their commitments with fullest regard to the terms and conditions of this MoU and the principles of the United Nations and UN-Habitat or the Commonwealth partners.
- 4. Each party shall nominate a focal point for this collaboration as stated under **Article XI** ("*Notices*"), **clause** (1) herein below.
- 5. The Parties agree that this MoU and any work plan agreed to hereunder are neither fiscal nor funding obligations documents. Any commitment to transfer anything of value involving reimbursement or to provide funds, goods or services by the Parties for any agreed activity will be outlined in separate agreements that will be made in writing by representatives of the Parties and will be independently authorised by an appropriate authority of the funding party consistent with the regulations, rules, policies and practice of the Parties. The Parties agree that this MoU does not provide such authority.
- 6. The Parties may exchange information and consult each other, as necessary and appropriate, in the interest of identifying additional areas in which effective and practical cooperation may be possible as means of carrying out joint activities and programmes within the framework of this MoU.

ARTICLE III <u>Areas of Collaboration of the Parties</u>

- 1. Subject to Article II, clause (5) herein above, as well as subject to the availability of funds, the modalities of which will be outlined in separate agreements, the Parties will jointly collaborate to bridge the capacity gaps affecting the ability of local and national governments, urban professionals, academia, as well as other urban stakeholders to cope with rapid urbanisation and climate change including:
 - (a) Advocacy and awareness raising: Developing joint advocacy positions disseminated through the UN-Habitat Secretariat and the Commonwealth, including directly to Member States, and together with the extensive network of accredited and associated

Commonwealth organisations;

- (b) **Knowledge sharing and development:** Collaborating towards improved data collection and analysis, as well as the development of tools, methodologies and associated knowledge products;
- (c) Coalition building: Mobilising relevant stakeholders (e.g. national, regional and local governments, international organisations, non-governmental organisations, civil society organisations, private sector, academia, etc.) to help develop capacities;
- (d) **Partnership facilitation:** Leveraging professional and academic networks to facilitate partnerships and information exchange between policy, education and practice related to sustainable urbanisation and climate change; and
- (e) Fundraising, design and implementation of joint activities, projects and programmes.

ARTICLE IV Specific Responsibilities the Parties

- 1. Subject to Article II, clause (5) herein above, as well as the availability of funds, the modalities of which will be outlined in separate agreements, the specific responsibilities of UN-Habitat are as follows:
 - (a) Providing CSCI with supplementary expertise, urban data and contacts of other UN Entities and external organisations within the context of this MoU;
 - (b) Leveraging its advocacy and outreach capacity to influence a wider debate on the capacity gap for urban stakeholders, including through its social media platforms;
 - (c) Identifying and informing possible areas of collaboration related to UN-Habitat's Capacity-Building Strategy;
 - (d) Supporting or leading agreed projects in all stages, from design and development to implementation and monitoring;
 - (e) Supporting or leading the development and dissemination of knowledge products within the context of this MoU;
 - (f) Leading or supporting resource mobilisation, outreach and advocacy activities and jointly organised events or conferences;
 - (g) Communicating with CSCI in an efficient and effective manner for ensuring a fruitful and productive collaboration;
 - (h) Jointly with CSCI, develop a workplan based on the activities outlined in this MoU; and
 - (i) Any other activity jointly agreed upon by the Parties.

- 2. Subject to Article II, clause (5) herein above, as well as the availability of funds, the modalities of which will be outlined in separate agreements, the specific responsibilities of CSCI are as follows:
 - (a) Mobilising the Member States of the Commonwealth and members of CSCI organisations to assess and address the capacity gaps affecting the ability of urban stakeholders to cope with rapid urbanisation and climate change;
 - (b) Facilitating exchanges between UN-Habitat, Member States of the Commonwealth, members of CSCI, and other Commonwealth partners within the context of this MoU;
 - (c) Identifying and informing possible areas of collaboration related to the needs and interests of Commonwealth partners;
 - (d) Supporting or leading advocacy and awareness raising, such as communications campaigns and event organisation within the context of this MoU;
 - (e) Supporting or leading agreed projects in all stages, from design, development and fundraising, to implementation and monitoring;
 - (f) Supporting or leading the development and dissemination of shared knowledge products within the context of this MoU;
 - (g) Leading or supporting resource mobilisation, outreach and advocacy activities and jointly organised events or conferences;
 - (h) Communicating with UN-Habitat in an efficient and effective manner for ensuring a fruitful and productive collaboration;
 - (i) Jointly with the other parties develop a workplan based on the activities outlined in this MoU: and
 - (i) Any other activity jointly agreed upon by the Parties.

ARTICLE V Monitoring and Evaluation

- 1. The Parties shall maintain regular close consultations to monitor and review the progress of activities for each joint project that maybe agreed upon.
- 2. The Parties will share with each other all relevant information and documents, including research, reports and any other information related to the activities, outputs and final impact of this collaboration.
- 3. Subject to the availability of funds, the Parties may wherever possible and as appropriate, undertake joint mission with respect to the programme.
- 4. Every year, the Parties will carry out a review of the collaboration and joint activities that are part of this MoU and any forthcoming agreements, signed among the Parties in furtherance of the agreed

activities. Every two years this review will take place at the time of the World Urban Forum.

ARTICLE VI Termination

- 1. This MoU may be terminated by either Party giving the other party a written notice of thirty (30) days prior to its intention to terminate. In the event of termination, the Parties will take the appropriate steps to bring activities under this MoU to a prompt and orderly conclusion.
- 2. The termination of this MoU shall not affect any other agreement already entered into by either Party.

ARTICLE VII Amendments

1. This MoU may be modified by written agreement between the Parties hereto. Any relevant matter for which no provision is made in this MoU will be settled by the Parties in keeping with the general objectives of the MoU and in a manner that is conducive to continued good relations.

ARTICLE VIII <u>Dispute Settlement</u>

- 1. The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of this MoU or the breach, termination or invalidity thereof. Where the parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with United Nations Commission on International Trade Laws (UNCITRAL) Conciliation Rules then obtaining, or according to such procedure as may be agreed between the parties.
- 2. Any dispute, controversy or claim between the Parties arising out of or relating to this MoU or the breach, termination or invalidity thereof, unless settled amicably under the preceding paragraph within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement, shall be referred by either party to arbitration in accordance with the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. The parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

ARTICLE IX Privileges and Immunities

1. Nothing in or relating to this MoU shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including UN-Habitat.

ARTICLE X

Use of the Name, Emblem or Media

- 1. Neither Party will use the name or emblem of the other Party, or an abbreviation thereof, in connection with its business or otherwise, without the express prior written permission by a duly authorized representative of the Party in each case.
- 2. Neither Party has the authority, express or implied, to make any public statement on behalf of other Party and all press releases issued in relation to this MoU shall be approved in writing in advance by the Parties before being issued.

ARTICLE XI Notices

1. Any notice required to be given by either Party under this Agreement shall be given in writing and shall be deemed given when actually received by the other Party, to the following addresses below:

To UN-Habitat

For Operational Matters:

Names: Vidar Vasko

Title: Associate Programme Manager

Address: United Nations Human Settlements

Programme (UN-Habitat) P.O. Box 30030-00100.

Nairobi, KENYA

Telephone Number: +254 759 393 209 Email Address: vidar.vasko@un.org

To ACU

For Operational Matters:

Names: Richard Grubb

Title: Head of Policy & Strategic Partnerships Address: Woburn House, 20-24 Tayistock

Square, London, WC1H 9HF Telephone Number: 020 7380 6700

Email Address: Richard.grubb@acu.ac.uk

To CAA

For Operational Matters:

Names: Ms Maira Khan Title: Executive Director

Address: 65 Shamshad Haider Road, Block B,

Gulberg 2, Lahore, Punjab, Pakistan Telephone Number: +92 42 35711288

Email Address:

maia.khan@commonwealtharchitects.org

To CAP

For Operational Matters:

Names: Ms. Annette Title: Office Manager

Address: 18 Atholl Cres. Edinburgh, Scotland,

United Kingdom

Telephone Number: +44 (0) 20 7929 8417 Email Address: annette.odonnell@rtpi.org.uk

To CLGF

For Operational Matters:

Names: Lucy Slack Title: Secretary General

Address: The Commonwealth Local Government

Forum (CLGF) Golden Cross House 8 Duncannon Street,

London WC2N 4JF

Phone Number: +44 7736211292 Email Address: lucy.slack@clgf.org.uk

ARTICLE XII <u>Confidential Nature of Documents</u>

1. Information that is considered proprietary by either Party and that is shared or disclosed to the other, and is designated as confidential, shall be held in confidence by that Party and shall be used for the purpose for which it was disclosed.

ARTICLE XIII Copyright, Patents and Proprietary Rights

- 1. Except as is otherwise expressly provided in writing in the MoU, the Parties shall be entitled to their own intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of this MoU.
- 2. To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of either Party: (i) that pre-existed the performance by either Party under this MoU, or (ii) that either Party may develop or acquire, or may have developed or acquired, independently of the performance of this MoU, neither Party shall claim any ownership interest thereto, without the express prior written permission of a duly authorized representative of the Party in each case.

ARTICLE XIV <u>Indemnity</u>

- 1. ACU shall indemnify, hold and save harmless, and defend at its own expense, UN-Habitat, its officials, agents and employees, from and against all suits, proceedings, claims, demands, losses and liability of any kind, including their costs and expenses, arising out of or omissions of ACU, or ACU's employees, officers, agents or sub-contractors, in the implementation of this MoU. This provision shall extend, *inter alia*, to claims and liability in the nature of worker's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by ACU, their employees, officers, agents or sub-contractors. The obligations under this Article do not lapse upon termination of this MoU.
- 2. CAA shall indemnify, hold and save harmless, and defend at its own expense, UN-Habitat, its officials, agents and employees, from and against all suits, proceedings, claims, demands, losses and liability of any kind, including their costs and expenses, arising out of or omissions of CAA, or CAA's employees, officers, agents or sub-contractors, in the implementation of this MoU. This provision shall extend, *inter alia*, to claims and liability in the nature of worker's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual

property by CAA, their employees, officers, agents or sub-contractors. The obligations under this Article do not lapse upon termination of this MoU.

- 3. CAP shall indemnify, hold and save harmless, and defend at its own expense, UN-Habitat, its officials, agents and employees, from and against all suits, proceedings, claims, demands, losses and liability of any kind, including their costs and expenses, arising out of or omissions of CAP, or CAP's employees, officers, agents or sub-contractors, in the implementation of this MoU. This provision shall extend, *inter alia*, to claims and liability in the nature of worker's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by CAP, their employees, officers, agents or sub-contractors. The obligations under this Article do not lapse upon termination of this MoU.
- 4. CLGF shall indemnify, hold and save harmless, and defend at its own expense, UN-Habitat, its officials, agents and employees, from and against all suits, proceedings, claims, demands, losses and liability of any kind, including their costs and expenses, arising out of or omissions of CLGF, or CLGF's employees, officers, agents or sub-contractors, in the implementation of this MoU. This provision shall extend, *inter alia*, to claims and liability in the nature of worker's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by CLGF, their employees, officers, agents or sub-contractors. The obligations under this Article do not lapse upon termination of this MoU.

ARTICLE XV Officials not to Benefit

- 1. ACU warrants that it has not and shall not offer any direct or indirect benefit arising from or related to the implementation of this MoU or the award thereof to any representative, official, employee, or other agent of UN-Habitat. The Parties acknowledge and agree that any breach of this provision is a breach of an essential term of this MoU.
- 2. CAA warrants that it has not and shall not offer any direct or indirect benefit arising from or related to the implementation of this MoU or the award thereof to any representative, official, employee, or other agent of UN-Habitat. The Parties acknowledge and agree that any breach of this provision is a breach of an essential term of this MoU.
- 3. CAP warrants that it has not and shall not offer any direct or indirect benefit arising from or related to the implementation of this MoU or the award thereof to any representative, official, employee, or other agent of UN-Habitat. The Parties acknowledge and agree that any breach of this provision is a breach of an essential term of this MoU.
- 4. CLGF warrants that it has not and shall not offer any direct or indirect benefit arising from or related to the implementation of this MoU or the award thereof to any representative, official, employee, or other agent of UN-Habitat. The Parties acknowledge and agree that any breach of this provision is a breach of an essential term of this MoU.

ARTICLE XVI Conflict of Interest

- 1. The Parties hereto warrant that at the time of signing this MoU no conflict of interest exists or is likely to arise in the implementation of its obligations under this MoU.
- 2. If a conflict of interest arises or appears likely to arise during the duration of this MoU, the parties hereto shall:
 - (a) Immediately notify each other;
 - (b) Make full disclosure of all relevant information relating to the conflict; and
 - (c) Take such steps as reasonably required to resolve or otherwise deal with the conflict.

ARTICLE XVII Legal Status of the Parties

- 1. Nothing contained in or relating to this MoU shall be construed to create a legal partnership, a joint venture, employment or agency relations between the Parties.
- 2. The officials, representatives, employees, or subcontractors of either Party shall not be considered in any respect as being employees or agents of the other Party.
- 3. The collaboration between the Parties under this MoU shall be on a non-exclusive basis.
- 4. Nothing in this MoU creates, or is intended to create, any legally enforceable rights or obligations on the Parties.

ARTICLE XVIII Entry into Force

1. This MoU shall enter into force upon signature by the authorized representatives of the Parties, being effective from the date of the latest signature and shall remain valid for a period of **five (5) years** from the effective date of this MoU, unless earlier terminated by either Party in accordance with **Article VI** ("*Termination*") above.

ARTICLE XIX Entire Agreement

1. This MoU and the attached Annex A ("Background Document for the UN-Habitat and Commonwealth Sustainable Cities Initiative Collaboration on Capacity-Building for Transformative Impact") constitute the entire understanding of UN-Habitat and CSCI with respect to its subject matter and supersedes all oral communications and prior written documents.

IN WITNESS WHEREOF, the undersigned, duly appointed representatives of UN-Habitat and CSCI have signed this MoU in five (5) originals at the place(s) and on the date(s) herein below indicated.

| For UN-Habitat | For ACU |
|--|--|
| Mr Rafael Tuts Director, Global Solutions Division Place: 4 June 2023 | Dr Joanna Newman Chief Executive and Secretary General Place: UK 12/6/23 Date: |
| For CAA | For CAP |
| Mr Peter Oborn President Place: MARGE Date: M Vieite Zn27 For CLGF | Ms Kelley Moore Secretary General Place: Nairobi, Kehya Date: June 4, 2023 |
| Rev Mpho MW Moruakgomo Chairperson Place: Nairob: Date: 04. 06. 2023 | |

ANNEX A

<u>Background Document for the UN-Habitat and Commonwealth Sustainable Cities Initiative</u> <u>Collaboration on Capacity-Building for Transformative Impact</u>

1. Introduction

This document describes the background to a collaboration being developed between UN-Habitat and the Commonwealth Sustainable Cities Initiative (CSCI). CSCI is led by a multi-sector, multi-discipline coalition comprising the Association of Commonwealth Universities (ACU), the Commonwealth Association of Architects (CAA), the Commonwealth Association of Planners (CAP), and the Commonwealth Local Government Forum (CLGF), supported by the Government of Rwanda and The Prince's Foundation. The aim of this background document is to explain the rationale and provide the basis for potential joint action, which responds to the key priorities of UN-Habitat's mandate in line with its capacity-building strategy, and the objectives of the Call to Action on Sustainable Urbanisation across the Commonwealth, in support of the Declaration on Sustainable Urbanisation adopted by Commonwealth Heads of State at the Commonwealth Heads of Government Meeting (CHOGM) in Kigali, June 2022.

2. Context: The urban opportunity and the urgency to address the capacity gap

Urbanisation is one of the global megatrends of our time, unstoppable and irreversible. In 30 years from now, two-thirds of the world's population is likely to live in urban areas. Ninety-five per cent of the projected growth in the world's urban population to 2050 is projected to occur in less developed regions, such as East Asia, South Asia and sub-Saharan Africa, many in the Commonwealth, at a rapid pace and in situations in which capacity and resources are most constrained and development challenges most intense. Urbanisation is often largely unplanned, damaging ecosystems, destroying agricultural land and fuelling the continuous growth of informal or slum settlements, meaning that many of the gains normally associated with urbanisation including economic benefits are not being felt by urban dwellers. Unchecked and unplanned urban sprawl and inequality are universal concerns, both within cities and across territories. Apart from urban poverty, today cities are also faced with **urban challenges** such as climate change, environment pollution, lack of housing and basic services, migration and refugees, humanitarian crises and conflict, etc, together leading to an increase in inequality, vulnerability and instability.

At the global level, serious **capacity gaps** have been identified which affect the ability of local and national governments to cope with the demographic pressure and the ever-increasing demand for land, housing, infrastructure and basic urban services. Many local and national government institutions are inadequately equipped to manage cities and rapid urbanisation.

Capacity-building is a major component of the 2030 Agenda for Sustainable Development and a transformative engine for creating and maintaining development change. In the <u>UN Resolution A/RES/70/1</u> on the 2030 Agenda, capacity-building is a prominent, cross-cutting issue. It is recognised as a crucial means for successful implementation of sustainable development as well as a critical component in building collaborations and monitoring progress. Different centres of excellence related to different SDGs and supported by UN agencies have emerged since 2010. However, as of 2020, there was no centre of excellence to further the implementation of the urban dimensions of the SDGs, including SDG 11.

Commonwealth countries are among those that are grappling with the combined challenges of climate change and rapid urbanisation and many lack capacity to ensure sustainable urbanisation. Between 2015-2050, UN-Habitat estimate that nearly 50% of the projected growth in the worlds urban population will be taking place in Commonwealth countries, many of which are among the most vulnerable to climate change impacts. This means a doubling of the urban population in the Commonwealth from 1 billion to 2 billion in

the next 30 years. Many Commonwealth cities and towns are already facing enormous challenges as they deal with the combined pressures of climate change and rapid urbanisation, compounded by the effects of the Coronavirus pandemic.

CSCI is coalition of Commonwealth organisations who have worked together consistently to raise awareness of the need for a stronger focus on sustainable urbanisation across the Commonwealth. The partners ACU, CAA, CAP and CLGF, with the support of the Prince's Foundation and Government of Rwanda, have come together around the Call to Action on Sustainable Urbanisation across the Commonwealth. This document serves to outline the prospective cooperation between UN-Habitat and CSCI.

The Call to Action emphasises the need for:

- A greater focus on enabling sustainable urbanisation in Commonwealth policy making;
- A Commonwealth dialogue to define and implement a new way of working across respective networks towards **multi-level governance** and sustainable urbanisation;
- A commitment by Member States to a new Commonwealth Initiative of **practical action** to support sustainable cities and human settlements across the Commonwealth to respond to the Call to Action and to play their full role in achieving the SDGs. This will be driven by Commonwealth cities and human settlements, and delivered by relevant Commonwealth partners and other governmental, professional, and technical partners.

The Call to Action ensured commitment from Commonwealth Heads of Government to recognise the need for sustainable urbanisation across the Commonwealth, and led to the adoption of a specific Declaration on sustainable urbanisation tabled by the Government of Rwanda. With these commitments in place the emphasis is now in action. Meanwhile, capacity building will be central to realising the commitments made by Heads of Government.

3. Background

3.1. Capacity-building at UN-Habitat

Since its establishment, the United Nations Human Settlements Programme (UN-Habitat) has been a focal point in **sustainable urban development** and **human settlements** within the United Nations system, to accelerate progress in the implementation of the <u>New Urban Agenda</u> to achieve the **urban dimensions** of the Sustainable Development Goals.

In UN-Habitat's <u>Strategic Plan</u> for the period 2020-2025, four **domains of change** guide all activities of the organization:

- 1. Reduced spatial inequality and poverty in communities across the urban–rural continuum.
- 2. Enhanced shared prosperity of cities and regions.
- 3. Strengthened climate action and improved urban environment.
- 4. Effective urban crisis prevention and response.

In addition, five flagship programmes catalyse the implementation of UN-Habitat's Strategic Plan:

- 1. Inclusive, vibrant neighbourhoods and communities.
- 2. People-centred smart cities.
- 3. Rise up: resilient settlements for the urban poor.
- 4. Inclusive cities: enhancing the positive impact of urban migration.
- 5. SDG cities.

The foundation of UN-Habitat's capacity-building mandate is found in Section 7 of the Secretary-General's Bulletin ST/SGB/2002/14, Governing Council Resolutions 5/16, 7/14 and 22/8, which emphasizes the role of training and building national and local government capacity, as well as urban development policy advice, and promotion of horizontal learning as a core mandate of UN-Habitat in achieving sustainable urban development.

Since 2020, UN-Habitat been implementing a **Capacity-Building Strategy**, which was submitted in accordance with Resolution 1/3 of the UN-Habitat Assembly (2019) on "Enhancing capacity-building for the implementation of the New Urban Agenda and the urban dimension of the 2030 Agenda for Sustainable Development". The strategy aims to (1) Strengthen the coordination, quality and monitoring of capacity-building activities (internal process focus); and (2) Improve capacity-building services to Member States and other beneficiaries and stakeholders.

An implementation plan for the period 2021-2024 operationalizes the capacity-building strategy and considers 3 workstreams:

- 1. Integration of capacity -building as a cross-cutting function in UN-Habitat's operational and normative work.
- 2. Promotion on innovation for capacity-building, in particular the use of digital capacity building tools and approaches.
- 3. Strengthening of strategic collaborations with key stakeholder groups, training institutions, university networks, and other international organizations.

3.2. The Commonwealth Sustainable Cities Initiative (CSCI)

The Commonwealth is a voluntary association of 56 countries. It is home to 2.5 billion people and includes both advanced economies and developing countries. 32 of its members are small states, including many island nations. Its member governments are united by the Commonwealth Charter, with shared values on a range of issues including democracy, peace, and sustainable development.

The Commonwealth is supported by a network of more than 80 accredited organisations working in specialist areas from education to urban planning. These include: the Association of Commonwealth Universities (ACU), which is the world's first and oldest international university network; the Commonwealth Association of Architects (CAA), which works to advance architecture in the Commonwealth for the well-being of society; the Commonwealth Association of Planners (CAP), which seeks to focus and develop the skills of urban and regional planners across the Commonwealth to meet the challenges of urbanisation and the sustainable development of human settlements; the Commonwealth Local Government Forum (CLGF), which works to promote and strengthen democratic local government throughout the Commonwealth and to support the exchange of good practice in local government structures and services.

Having worked together since 2018 to raise awareness of the need for the Commonwealth to tackle the urgent challenges of climate change and rapid urbanisation; the partners are now building on their work with a range of partners to strengthen capacity and ensure delivery.

Among other matters, the Declaration adopted in June 2022 at the Commonwealth Heads of Government Meeting in Kigali, acknowledges the need for integrated strategies for **safe and sustainable urban development** that enhance community wellbeing and security, together with the need for **knowledge sharing** and increased opportunities for **professional development**.

These commitments share many of the objectives of UN Habitat's Strategic Plan and capacity building strategy and in view of the shared aims and geographic membership, it has been agreed to explore practical opportunities for closer cooperation on capacity development. CSCI calls for action of partners across three key categories, (1) professionals, (2) academia, and (3) policy makers, recognising the importance of multilevel governance and the need for promoting a joint approach to ensuring liveable cities for all.

4. Rationale for the collaboration

Lack of technical, professional, leadership, administrative and organisational capacity is in direct contrast with the urgent need to address a range of global development challenges including rapid urbanisation, climate change, disaster risk preparedness, rising inequality, and economic uncertainty. Goals and agendas set by governments and international agencies suggest pathways to respond to these and other challenges, but nations and their cities struggle with solutions to these pressing problems in large part due to lack of capacity associated with lack of staff numbers and lack of knowledge.

Recent studies show (including a <u>survey of Built Environmental Professionals in the Commonwealth</u>) that there is a very mixed landscape of institutions delivering professional training; training is often outdated and not relevant to the current challenges, and the number of professionals employed remains much too low in light of the scale of the challenges facing governments. At the same time, local and national leaders and policy makers need support to negotiate the complex challenges of rapid urbanisation, climate change and poverty as they work to deliver for citizens.

In order to meet the scale and urgency of the challenge, this statement of intent together with an MOU signed between the partners, highlight the opportunities for closer collaboration between UN-Habitat and CSCI – the aim of which will be to expand the scope and scale of capacity-building for stakeholders grappling with the combined challenges of climate change and rapid urbanisation.

The logic for the collaboration is based upon the catalytic potential of combining the convening power, communication, and knowledge transfer capabilities of the partners. In order to respond effectively to the challenges that have been identified, the collaboration will frame its work around implementation of the SDGs and the New Urban Agenda, the UN-Habitat Strategic Plan and capacity-building strategy, as well as the Call to Action on Sustainable Urbanisation across the Commonwealth, in support of the Declaration on Sustainable Urbanisation.

5. Potential joint initiatives and activities

The collaboration is intended as a multi-stage, iterative process, in which the parties will build on their successful joint advocacy with practical capacity building programmes at regional, sub-regional and national levels, where appropriate.

UN-Habitat and the CSCI are committed to bringing together their respective networks to pilot innovative capacity-building approaches in Commonwealth countries, leveraging the UN-Habitat and Commonwealth networks to deliver scalable and replicable solutions. Impact will be achieved through **three pathways**:

| Professional pathway | There is a critical lack of capacity among urban professionals in many of the Commonwealth countries which are urbanising most rapidly and are among the most vulnerable to climate change impacts. This pathway addresses this through professional regulation (and links with accreditation), continuous professional development, | |
|----------------------|--|--|
| | institutional development and the nature of practice. | |
| Education | The next generation of urban professionals need the right skills and knowledge to deal | |
| pathway | with the complex challenges of rapid urbanization. Activities in this pathway may focus | |

| | on curriculum design and accreditation to ensure that higher education institutions are |
|---------|--|
| | preparing their students adequately for the rigours of urban-related careers. |
| | The policy priorities adopted by international organisations such as the UN and agreed |
| | by Member States are clear, yet the delivery of objectives from policy to implementation |
| Policy | remains slow and is too often found to be ineffective. This pathway will seek to map |
| pathway | high-level policy impact pathways with a view to identify the principal barriers and |
| | enablers, which will contribute to the development of a capacity-building assessment |
| | methodology and programme. |

Recognising the importance of tailoring capacity development to the local context, the collaboration will adopt a rigorous evidence-based approach to any programme that they deliver together, and will develop a methodology to map the ecosystem in each country. The **ecosystem map** will identify the key stakeholders engaged in the process of urban development at all levels together with the key policy instruments that are being used to deliver sustainable urbanisation.

Having generated the ecosystem map, this will then be combined with an **assessment methodology**, to be developed, allowing **key barriers and enablers** to be identified. By adopting a consistent approach, it will also then be possible to undertake comparisons between different contexts allowing solutions and best practice to be shared and for capacity development solutions to be created. The ultimate aim of this is to accelerate the development of effective policy and create processes, which can be readily translated into programmes and practice on the ground.

The assessment methodology referred to above will draw upon the extensive experience of the partners and will complement, integrate and engage with the existing knowledge products, tools and processes that have already been developed such as the <u>Urban Law Database</u> (UrbanLex), <u>SDG Cities</u> and other similar initiatives.

The collaboration between UN-Habitat and CSCI will be underpinned by a number of principles and priorities, including:

- Targeting countries and cities with the most urgent needs for capacity-building to respond to the challenges of rapid urbanization and climate change, for example in Least Developed Countries, Small Island Developing States, and secondary and tertiary cities
- Adopting a multi-sector, multi-disciplinary approach, to strengthen the links and achieve greater coherence between policy, education, and practice.
- Building capacities of urban stakeholders with a particular focus on universities, professionals, and policy makers.
- Developing transformational approaches to support those communities that lack access to expertise, e.g. through the use of community-based, technology-enabled systems and applications.
- Knowledge sharing and development: Collaborating towards improved data collection and analysis, as well as the development of tools, methodologies and associated knowledge products, such as case studies;
- Sharing lessons and exchange of ideas, with a specific focus on South-South peer learning.
- Drawing upon the work of existing programmes and initiatives by other agencies, donors, partners, for greater impact.
- Identifying city, geographic and climate typologies that enable the development of replicable and scalable solutions
- Leveraging the potential for scalability and replicability of collective networks and resources of UN-Habitat and CSCI.

• Building a coalition of relevant stakeholders (e.g. national, regional and local governments, international organisations, non-governmental organisations, civil society organisations, private sector, academia, etc.) to build capacities for urban sustainability.

It is envisaged that the main outcomes from collaboration will include:

- Increased capacity of urban stakeholders in the Commonwealth countries that are facing the most urgent challenges to cope with rapid urbanisation and climate change through enhanced knowledge transfer, exchange of good practice and skills development
- Strengthened links between policy, education and practice related to sustainable urbanisation and climate change
- Increased awareness of and access to relevant tools for urban stakeholders working on issues related to rapid urbanisation and climate change
- Increased awareness among Commonwealth Member States and relevant stakeholders of the extent of the capacity gap and the importance of increasing commitments to address this gap
- Improved engagement from stakeholders, combined with greater collaboration between stakeholders at all levels
- Improved identification, definition, recognition of and engagement with key barriers and enablers both among and between key stakeholders at national, regional and local levels
- Improved coordination and coherence between different stakeholder groups at both policy-making and operational levels