



## AGREEMENT OF COOPERATION

Between

UNITED NATIONS HUMAN SETTLEMENTS PROGRAMME

AND

UNIVERSITY OF BRITISH COLUMBIA, CENTRE FOR HUMAN SETTLEMENTS

**THIS AGREEMENT OF COOPERATION** (the "Agreement") is entered into by the United Nations Human Settlements Programme, originally established as the United Nations Center for Human Settlements (HABITAT) by resolution of the General Assembly of the United Nations 32/162 of 19 December 1977, and thereafter transformed into a subsidiary organ of the General Assembly of the United Nations by its resolution 56/206 of 21 December 2001, with Headquarters in Nairobi, Kenya ("UN-HABITAT"); and the University of British Columbia, Centre for Human Settlements, established and registered in Vancouver Canada in 1978; and

**WHEREAS**, UN-HABITAT is the coordinating agency within the United Nations System for human settlements activities and focal point for the monitoring, evaluation and implementation of the Habitat Agenda, as well as the task manager of the human settlements chapter of Agenda 21 and responsible for promoting and consolidating collaboration with all partners, including local authorities and private and non-Governmental organizations in the implementation of the Habitat Agenda and the Millennium Development Goals of significantly improving the lives of at least 100 million slum dwellers by the year 2020; and

**WHEREAS**, The Centre for Human Settlements conducts multidisciplinary research and capacity-building programs related to regional, urban, and community development. The Centre is a unit within the University of British Columbia's (UBC) School of Community and Regional Planning. The Centre is a legacy of the 1976 United Nations Conference on Human Settlements, Habitat I, held in Vancouver, and as such is a recognised "*Centre of Excellence*" in human settlements planning and undertakes a wide-range of research activities related to gender equity, healthy and sustainable communities, rural-urban linkages, metropolitan governance, disaster preparedness, risk analysis, and participatory planning.

**NOW, THEREFORE**, on the basis of mutual trust and in the spirit of friendly cooperation, UN-HABITAT and the UBC Centre for Human Settlements (the "Parties") have entered into this Agreement.

### Article I Documents

1. This Agreement consists of this document and Annex A that forms an integral part of it. Under Annex A ("General Terms and Conditions") UBC Centre for Human Settlements is named as the "Cooperating Entity/Contractor" to this Annex;
2. The Parties agree that in the event and to the extent of any conflict between the terms and conditions of this document and the Annex, this document shall prevail, followed by the Annex.

*Arès*

**Article II**  
**Objective and Scope**

1. The purpose of this Agreement is to establish the general terms and conditions under which the Parties shall collaborate to achieve the objectives set out below for both UN-HABITAT and the UBC Centre for Human Settlements (the "Parties") through joint work. The technical expertise from both organizations, which shall be used in this collaboration, would allow a more effective and efficient utilization of resources made available to both UN-HABITAT and UBC Centre for Human Settlements.
2. Subject to their respective regulations, rules, policies, practice, procedures and availability of funds, the Parties shall collaborate in the establishment of the Habitat Exchange.
3. The Habitat Exchange shall provide to the public, faculty and students a range of audio-visual, electronic and archival materials, related to the 1976 United Nations Conference on Human Settlements, Habitat I, the Third Session of the World Urban Forum, WUF III, and other human settlements related materials for research, training and other educational purposes;
4. The Habitat Exchange will be an interpreted repository that shall provide a unique focal point for improving learning, teaching and practice of the transforming process of urbanization locally, nationally, and globally.

**Article III**  
**General Responsibilities of the Parties**

1. The Parties agree to carry out their respective responsibilities in accordance with the provisions of this Agreement. The Parties agree to join efforts and to maintain close working relationships in order to achieve the objectives of the Project.
2. The Parties shall keep each other informed of all relevant activities pertaining to the Project, and its implementation, and shall hold consultations every six (6) months, or at any time as any Party considers it appropriate, on the status of this cooperation, including any circumstance that may affect the achievement of its objectives.
3. The Parties shall refrain from any action that may adversely affect the interests of the other party and shall fulfill their commitments with fullest regard for the terms and conditions of this Agreement and the principles of the United Nations and UN-HABITAT.

**Article IV**  
**UN-HABITAT Responsibilities**

Under this Agreement, UN-HABITAT, through its Information Services Section (ISS), shall be responsible for providing the UBC – Centre for Human Settlements with :

- The provisions of electronic access to relevant General Assembly and Governing Council Resolutions and related documentation.
- UN-HABITAT retains the copyright to all electronic forms of archived documentation, databases, and publications, made available to UBC.

- By virtue of this agreement, UN-HABITAT does not assign, transfer or otherwise grant any copyright or any other intellectual or property rights to the materials provided by UN-HABITAT.
- Access to electronic forms of archived documentation, databases, and publications, in line with existing UN-HABITAT Publication policies.
- Technical assistance, support and training with regards retrieval, management and storage of related records.

#### Article V

#### UBC Centre for Human Settlements Responsibilities

Under this Agreement, the UBC – Centre for Human Settlements shall be responsible for :

- Facilitating the exchanges of information on human settlements among a wide array of public users, including: researchers, professional groups, and university groups, by developing, by developing an Annotated Bibliography of UN-HABITAT records.
- Publishing the Annotated Bibliography on the Internet so that it can serve as the basis for the development of an Internet-based archive that would allow users to access documentation and audio-visual materials about UN-HABITAT, and
- Encouraging and supporting innovative solutions to the problems faced human settlements through the promotion of best practices and lessons learnt.

#### Article VI

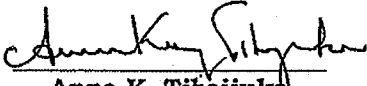
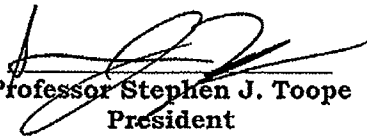
#### Miscellaneous

1. This Agreement shall enter into force upon signature by the Parties, being effective from the date of the latest signature, and shall remain valid for a period of five (5) years or until the date on which the activities, as set forth in Annex B hereto, are orderly completed or when the Parties decide to terminate them, whichever comes first.
2. Should it become evident that an extension of the duration is required, or that any other change should be made, the Parties shall record such a change in an Amendment/Addendum to this Agreement in accordance with the procedure set forth in clause 21 of Annex A.
3. 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:

*Carib*

<u>To UN-HABITAT</u>	<u>To University of British Columbia</u>
<p><b>For Operational Matters:</b></p> <p>Jane Nyakairu Chief Information Services Section</p> <p><b>For Policy Matters:</b></p> <p>Antoine King Director Project Support Division</p>	<p><b>For Operational Matters:</b></p> <p>Dr. H. Peter Oberlander, O.C. Professor Emeritus Centre for Human Settlements</p> <p><b>For Policy Matters:</b></p> <p>Leonie Sandercock Director School of Community Regional Planning</p>

**IN WITNESS WHEREOF** the undersigned duly authorized representatives of UN-HABITAT and the University of British Columbia, have signed this Agreement in two original copies at the place (s) and on the date (s) below written.

UN-HABITAT	University of British Columbia
 Anna K. Tibaijuka Under-Secretary-General	 Professor Stephen J. Toope President
Place: <u>Nairobi, Kenya</u>	Place: <u>Vancouver, Canada</u>
Date: <u>18-05-2007</u>	Date: <u>11/07/2007</u>

Annex A

GENERAL TERMS AND CONDITIONS

- 1.0 **LEGAL STATUS:** The Cooperating Entity/Contractor shall be considered as having the legal status of an independent Cooperating Entity/Contractor *vis-à-vis* UN-HABITAT. The Cooperating Entity's/Contractor's personnel and sub-contractors shall not be considered in any respect as being the employees or agents of UN-HABITAT.
- 2.0 **SOURCE OF INSTRUCTIONS:** The Cooperating Entity/Contractor shall neither seek nor accept instructions from any authority external to UN-HABITAT in connection with the performance of its services under this Agreement/Contract. The Cooperating Entity/Contractor shall refrain from any action that may adversely affect the United Nations or UN-HABITAT and shall fulfill its commitments with the fullest regard to the interests of UN-HABITAT.
- 3.0 **COOPERATING ENTITY/CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES:** The Cooperating Entity/Contractor shall be responsible for the professional and technical competence of its employees and will select, for work under this Agreement/Contract, reliable individuals who will perform effectively in the implementation of this Agreement/Contract, respect the local customs, and conform to a high standard of moral and ethical conduct.
- 4.0 **ASSIGNMENT:** The Cooperating Entity/Contractor shall not assign, transfer, pledge or make other disposition of this Agreement/Contract or any part thereof, or any of The Cooperating Entity's/Contractor's rights, claims or obligations under this Agreement/Contract except with the prior written consent of UN-HABITAT.
- 5.0 **SUB-CONTRACTING:** In the event the Cooperating Entity/Contractor requires the services of sub-contractors, the Cooperating Entity/Contractor shall obtain the prior written approval and clearance of UN-HABITAT for all sub-contractors. The approval of UN-HABITAT of a sub-contractor shall not relieve The Cooperating Entity/Contractor of any of its obligations under this Agreement/Contract. The terms of any sub-contract shall be subject to and conform to the provisions of this Agreement/Contract.
- 6.0 **OFFICIALS NOT TO BENEFIT:** the Cooperating Entity/Contractor warrants that no official of the United Nations and UN-HABITAT has received or will be offered by the Cooperating Entity/Contractor any direct or indirect benefit arising from this Agreement/Contract or the award thereof. The Cooperating Entity/Contractor agrees that breach of this provision is a breach of an essential term of this Agreement/Contract.
- 7.0 **INDEMNIFICATION:** The Cooperating Entity/Contractor shall indemnify, hold and save harmless, and defend, at its own expense, UN-HABITAT, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Cooperating Entity/Contractor, or the Cooperating Entity/Contractor's employees, officers, agents or sub-contractors, in the performance of this Agreement/Contract. This provision shall extend, *inter alia*, to claims and liability in the nature of workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Cooperating Entity/Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Agreement/Contract.
- 8.0 **INSURANCE AND LIABILITIES TO THIRD PARTIES**
  - 8.1 The Cooperating Entity/Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Agreement/Contract.
  - 8.2 The Cooperating Entity/Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or the equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Agreement/Contract.
  - 8.3 The Cooperating Entity/Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Agreement/Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Cooperating Entity/Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Agreement/Contract.
  - 8.4 Except for the workmen's compensation insurance, the insurance policies under this Article shall:
    - 8.4.1 Name UN-HABITAT as additional insured;
    - 8.4.2 Include a waiver of subrogation of the Cooperating Entity/Contractor's rights to the insurance carrier against UN-HABITAT; and
    - 8.4.3 Provide that UN-HABITAT shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.
  - 8.5 The Cooperating Entity/Contractor shall, upon request, provide UN-HABITAT with satisfactory evidence of the insurance required under this Article.
- 9.0 **ENCUMBRANCES/LIENS:** The Cooperating Entity/Contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with UN-HABITAT against any monies due or to become due for

any work done or materials furnished under this Agreement/Contract, or by reason of any other claim or demand against the Cooperating Entity/Contractor.

**10.0 TITLE TO EQUIPMENT:** Title to any equipment and supplies that may be furnished by UN-HABITAT shall rest with UN-HABITAT and any such equipment shall be returned to UN-HABITAT at the conclusion of this Agreement/Contract or when no longer needed by the Cooperating Entity/Contractor. Such equipment, when returned to UN-HABITAT, shall be in the same condition as when delivered to the Cooperating Entity/Contractor, subject to normal wear and tear. The Cooperating Entity/Contractor shall be liable to compensate UN-HABITAT for equipment determined to be damaged or degraded beyond normal wear and tear.

#### **11.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS**

**11.1** Except as is otherwise expressly provided in writing in the Agreement/Contract, UN-HABITAT shall be entitled to all 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 the Cooperating Entity/Contractor has developed for UN-HABITAT under the Agreement/Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Agreement/Contract, and the Cooperating Entity/Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for UN-HABITAT.

**11.2** At the request of UN-HABITAT, the Cooperating Entity/Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to UN-HABITAT in compliance with the requirements of the applicable law.

**11.3** At the request of UN-HABITAT, the Cooperating Entity/Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to UN-HABITAT in compliance with the requirements of the applicable law and of this Agreement/Contract.

**11.4** Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Cooperating Entity/Contractor under the Agreement/Contract shall be the property of UN-HABITAT, shall be made available for use or inspection by UN-HABITAT at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UN-HABITAT authorized officials on completion of work under the Agreement/Contract.

**12.0 USE OF NAME, EMBLEM OR OFFICIAL SEAL OF THE UNITED NATIONS AND UN-HABITAT:** The Cooperating Entity/Contractor shall not advertise or otherwise make public the fact that it is a Cooperating Entity/Contractor with UN-HABITAT, nor shall the Cooperating Entity/Contractor, in any manner whatsoever use the name, emblem or official seal of UN-HABITAT or the United Nations, or any abbreviation of the name of UN-HABITAT in connection with its business or otherwise.

**13.0 CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:** Information and data that is considered proprietary by either Party and that is delivered or disclosed by one Party ("Discloser") to the other Party ("Recipient") during the course of performance of the Agreement/Contract, and that is designated as confidential ("Information"), shall be held in confidence by that Party and shall be handled as follows:

**13.1** The recipient ("Recipient") of such information shall:

**13.1.1** Use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser's Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate; and

**13.1.2** Use the Discloser's Information solely for the purpose for which it was disclosed.

**13.2** Provided that the Recipient has a written Agreement/Contract with the following persons or entities requiring them to treat the Information confidential in accordance with this Agreement/Contract and this Article 13, the Recipient may disclose Information to:

**13.2.1** Any other party with the Discloser's prior written consent; and

**13.2.2** The Recipient's employees, officials, representatives and agents who have a need to know such Information for purposes of performing obligations under the Agreement/Contract, and employees officials, representatives and agents of any legal entity that it controls, controls it, or with which it is under common control, who have a need to know such Information for purposes of performing obligations under this Agreement/Contract, provided that, for these purposes a controlled legal entity means:

**13.2.2.1** A corporate entity in which the Party owns or otherwise controls, whether directly or indirectly, over fifty percent (50%) of voting shares thereof; or

**13.2.2.2** Any entity over which the Party exercises effective managerial control; or

**13.2.2.3** For UN-HABITAT, a governing organ or subsidiary organ of UN-HABITAT established in accordance with the Charter of UN-HABITAT.

**13.3** The Cooperating Entity/Contractor may disclose Information to the extent required by law, provided that, subject to and without any waiver of the privileges and immunities of UN-HABITAT, the Cooperating Entity/Contractor will give UN-HABITAT sufficient prior notice of a request for the disclosure of Information in order to allow UN-HABITAT to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.

13.4 UN-HABITAT may disclose information to the extent as required pursuant to the Charter of United Nations, resolutions or regulations of the General Assembly, or rules promulgated by the Secretary-General.

13.5 The Recipient shall not be precluded from disclosing information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder.

13.6 These obligations and restrictions of confidentiality shall be effective during the term of the Agreement/Contract, including any extension thereof, and, unless otherwise provided in the Agreement/Contract, shall remain effective following any termination of the Agreement/Contract.

#### 14.0 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

14.1 In the event of and as soon as possible after the occurrence of any cause constituting *force majeure*, The Cooperating Entity/Contractor shall give notice and full particulars in writing to UN-HABITAT, of such occurrence or change if the Cooperating Entity/Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Agreement/Contract. The Cooperating Entity/Contractor shall also notify UN-HABITAT of any other changes in conditions or the occurrence of any event that interferes or threatens to interfere with its performance of this Agreement/Contract. On receipt of the notice required under this Article, UN-HABITAT shall take such action as, in its sole discretion; it considers to be appropriate or necessary in the circumstances, including the granting to the Cooperating Entity/Contractor of a reasonable extension of time in which to perform its obligations under this Agreement/Contract.

14.2 If the Cooperating Entity/Contractor is rendered permanently unable, wholly, or in part, by reason of *force majeure* to perform its obligations and meet its responsibilities under this Agreement/Contract, UN-HABITAT shall have the right to suspend or terminate this Agreement/Contract on the same terms and conditions as are provided for in Article 15, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.

14.3 *Force majeure* as used in this Article means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force.

14.4 The Cooperating Entity/Contractor acknowledges and agrees that, with respect to any obligations under this Agreement/Contract that the Cooperating Entity/Contractor must perform in or for any areas in which UN-HABITAT is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within such areas or to any incidents of civil unrest occurring in such areas shall not, in and of itself, constitute *force majeure* under the Agreement/Contract.

#### 15.0 TERMINATION

15.1 Either party may terminate this Agreement/Contract for cause, in whole or in part, upon thirty (30) days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16.2 ("Arbitration"), below, shall not be deemed a termination of this Agreement/Contract.

15.2 UN-HABITAT may terminate forthwith this Agreement/Contract at any time should the mandate or the funding of the Project be curtailed or terminated, in which case the Cooperating Entity/Contractor shall be reimbursed by UN-HABITAT for all reasonable costs incurred by the Cooperating Entity/Contractor prior to receipt of the notice of termination.

15.3 In the event of any termination by UN-HABITAT under this Article, no payment shall be due from UN-HABITAT to the Cooperating Entity/Contractor except for work and services satisfactorily performed in conformity with the express terms of this Agreement/Contract.

15.4 Should the Cooperating Entity/Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Cooperating Entity/Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Cooperating Entity/Contractor, UN-HABITAT may, without prejudice to any other right or remedy it may have under the terms of these conditions, terminate this Agreement/Contract forthwith. The Cooperating Entity/Contractor shall immediately inform the UN of the occurrence of any of the above events.

#### 16.0 SETTLEMENT OF DISPUTES

16.1 Amicable Settlement The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of this Agreement/Contract 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 the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the parties.

16.2 Arbitration: Any dispute, controversy, or claim between the Parties arising out of the Agreement/Contract or the breach, termination, or invalidity thereof, unless settled amicably under Article 16.1, above, within sixty (60) days after receipt by one Party of the other Party's written request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. For all evidentiary questions, the arbitral tribunal shall be guided by the Supplementary Rules Governing the Presentation and Reception of Evidence in International Commercial Arbitration of the International Bar Association, 28 May 1983 edition. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the Agreement/Contract, order the termination of the Agreement/Contract, or order that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the Agreement/Contract, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 ("Interim Measures of Protection") and

Article 32 ("Form and Effect of the Award") of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in this Agreement/Contract, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate ("LIBOR") then prevailing, and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.

**17.0 PRIVILEGES AND IMMUNITIES:** Nothing in or relating to this Agreement/Contract shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including UN-HABITAT.

**18.0 TAX EXEMPTION**

**18.1** Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, *inter-alia*, that United Nations, including UN-HABITAT, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize UN-HABITAT exemption from such taxes, duties or charges, the Cooperating Entity/Contractor shall immediately consult with UN-HABITAT to determine a mutually acceptable procedure.

**18.2** Accordingly, the Cooperating Entity/Contractor authorizes UN-HABITAT to deduct from the Cooperating Entity/Contractor's invoice any amount representing such taxes, duties or charges, unless the Cooperating Entity/Contractor has consulted with UN-HABITAT before the payment thereof and UN-HABITAT has, in each instance, specifically authorized the Cooperating Entity/Contractor to pay such taxes, duties or charges under protest. In that event, the Cooperating Entity/Contractor shall provide UN-HABITAT with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

**19.0 OBSERVANCE OF THE LAW:** The Cooperating Entity/Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the terms of this Agreement/Contract.

**20.0 SEXUAL EXPLOITATION**

**20.1** The Cooperating Entity/Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by it or by any of its employees or any other persons who may be engaged by the Cooperating Entity/Contractor to perform any services under this Agreement/Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Cooperating Entity/Contractor shall refrain from, and shall take all appropriate measures to prohibit its employees or other persons engaged by it from, exchanging any money, goods, services, offers of employment or other things of value, for sexual favors or activities, or from engaging in any sexual activities that are exploitive or degrading to any person. The Cooperating Entity/Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Agreement/Contract and that any breach of these provisions shall entitle UN-HABITAT to terminate this Agreement/Contract immediately upon notice to the Cooperating Entity/Contractor, without any liability for termination charges or any other liability of any kind.

**20.2** UN-HABITAT shall not apply the foregoing standard relating to age in any case in which the Cooperating Entity/Contractor's personnel or any other person who may be engaged by the Cooperating Entity/Contractor to perform any services under the Agreement/Contract is married to the person less than the age of eighteen years with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such Cooperating Entity/Contractor's personnel or such other person who may be engaged by the Cooperating Entity/Contractor to perform any services under this Agreement/Contract.

**21.0 AUTHORITY TO MODIFY:** No modification or change in this Agreement/Contract shall be valid and enforceable against UN-HABITAT unless provided by an amendment to this Agreement/Contract signed by the Cooperating Entity/Contractor and a duly authorized official of UN-HABITAT.