

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT,  
INTERNATIONAL DEVELOPMENT ASSOCIATION**

**AND**

**INTERNATIONAL FEDERATION OF SURVEYORS**

**[DATE]**

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This Memorandum of Understanding (“Memorandum”) represents a statement of intent by the International Bank for Reconstruction and Development (“IBRD”) and the International Development Association (“IDA”) (together, the “World Bank” or the “Bank”) and the International Federation of Surveyors (“FIG” or the “Other Party”) (together the “Parties”), to work together towards the achievement of common objectives and outlines the basis for collaboration between them.

## **1. Background**

- (a) The Bank is an international development institution established by Articles of Agreement adopted by its member countries. The Bank’s mission is to reduce poverty, improve living conditions, and promote sustainable and comprehensive development in the developing world. It achieves these objectives by providing loans, concessional financing, technical assistance, and knowledge-sharing services to its member countries and through partnerships with other organizations.
- (b) Further to its mission, the Bank, through its Land Policy and Administration Thematic Group, has an interest in collaborating with others to foster knowledge sharing, information dissemination, policy dialogue, training and capacity building in land administration and management in the developing world, across both rural and urban areas.
- (c) FIG is an international, non-government organization which is a federation of more than one hundred national surveying associations whose purpose is to support international collaboration for the progress of surveying in all fields and applications.. FIG’s activities are governed by a plan of work which is regularly reviewed against a longer-term strategic plan. The current plan of work focuses on the surveyor’s response to social, economic, technological and environmental change and the particular needs of countries in economic transition. FIG is committed to the United Nations’ Millennium Development Goals. FIG also recognizes that markets for surveyors’ services are constantly changing. The plan accordingly lays emphasis on strengthening professional institutions; promoting professional development; and encouraging surveyors to acquire new skills and techniques so that they may be properly equipped to meet the needs of society and the environment
- (d) FIG and the Bank seek to collaborate to foster knowledge sharing, information dissemination, policy dialogue, training and capacity building in land administration and management in the developing world. Through these collaborative efforts, the Bank and FIG seek to strengthen the capacity of civil society and governments, both central and local, to formulate and implement in a participatory mode integrated policies that promote sustainable land use, providing opportunities for access to land and security of tenure for all classes and sections in the community by developing and improving information bases, management tools, market mechanisms, legal frameworks and training and educational facilities for such policies and their implementation. Such collaboration is aimed at improving global, regional and local capacity in land tenure related issues such as land reform, land administration and land management, land valuation and land use, and appropriate technologies which would facilitate increased access to land and security of tenure for all classes and sections in the community, but particularly in relation to the disadvantaged.

## **2. Common Objectives**

- (a) Consistent with their respective mandates, the Parties desire to cooperate in carrying out activities conducive to foster knowledge sharing, information dissemination, training and capacity building in land administration and management in the developing world.. In so doing, the Parties will advance the achievement of strengthening property rights and improving households’ security of tenure, making land markets function better, reducing the time and cost of land transactions, improving land access and making improvements in governance and conflict resolution

- (b) The Parties anticipate that their collaboration will focus on a number of specific substantive areas which will include, but not be limited to:
- (i) a joint conference to be held in Washington D.C., in October or November 2008, to present the common efforts of the Bank and FIG in relation to the millennium development goals.;
  - (ii) FIG annual Working Weeks, regional conferences and workshops;
  - (iii) quadrennial FIG Congresses;
  - (iv) encouraging the participation of developing countries in FIG events such as forums, expert meetings, conferences and workshops;
  - (v) joint land administration and management policy publications;
  - (vi) peer review of publications and review of technical papers;
  - (vii) participate on agreed committees and technical panels; and
  - (viii) Strengthening local training and capacity-building institutions in land tenure, land management, land administration, land use planning and valuation-related issues..

### **3. Forms of Collaboration**

- (a) Further to the achievement of their common objectives, the Parties intend to consider ways to :
- (i) Share knowledge, ideas and lessons learned;
  - (ii) Plan joint activities in areas of common interest;
  - (iii) Collaborate on the promotion, preparation and organization of regional and global workshops, conferences and training seminars;
  - (iv) Collaborate on the organization and execution of research;
  - (v) Jointly engage in a dialogue with stakeholders and others interested in activities being pursued under this Memorandum;
  - (vi) Collaborate on the dissemination of the lessons learned and results of research to the public through publications, the Internet, seminars, workshops, conferences and other easily accessible and inexpensive means; and
  - (vii) Periodically evaluate the effectiveness of working in collaboration with each other, with reference to their respective organizational mandates and priorities.
- (b) The Parties anticipate that each Party will contribute to the activities undertaken pursuant to this Memorandum, in one or more of the following ways :
- (i) By providing staff time;
  - (ii) By providing facilities for workshops, conferences or training seminars;
  - (iii) By sharing materials, information, data and analytical tools with the other Party;
  - (iv) By providing support to relevant stakeholders; and
  - (v) By such other means as the Parties may agree.

- (c) **FIG agrees that the participation of World Bank representatives at FIG activities will be free of charge.:**

### **4. Implementation**

- (a) This Memorandum provides a framework within which the Parties may develop and undertake collaborative activities. Specific arrangements for individual activities and projects to be carried out pursuant to this Memorandum will be set forth in written work plans to be jointly formulated by the Parties. The 2007-10 proposed work plan attached.

- (b) Each work plan will specify the:
- (i) Major activities to be undertaken or major topics to be researched;
  - (ii) Budget and sources of funding or in-kind contributions for the activities to be carried out;
  - (iii) Relevant knowledge and expertise needed;<sup>1</sup>
  - (iv) Names of persons and institutions designated to perform the activities;
  - (v) Timeline for the activities to be undertaken;
  - (vi) Parties' agreement on the intellectual property rights, publication and use of the outputs, as appropriate (see Section 9 below); and
  - (vii) Expected follow-up steps, if any;
- (c) Upon agreement being reached between the Parties on a given work plan, each Party shall be responsible for its own share of the associated financial and other engagements.

**5. Key Points of Contact**

- (a) Each Party hereby designates and appoints below its representative with overall responsibility for implementing this Memorandum, including responsibility for formulating work plans for activities to be undertaken pursuant to it:

For the World Bank:

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For the International Federation of Surveyors

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**6. Limits to Agreement**

- (a) This Memorandum does not constitute an agreement or commitment by either Party to enter into or provide support for any specific activity or project.
- (c) Nothing in this Memorandum shall be construed as creating a joint venture, an agency relationship, or a legal partnership between the Parties.
- (d) Nothing in this Memorandum is intended to be, or should be construed as a waiver of the privileges and immunities of either Party or its officers and employees, which privileges and immunities are hereby specifically reserved.

**7. Names, Marks and Logos**

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<sup>1</sup> This language would be appropriate for collaborations involving research.

- (a) The Parties acknowledge that the names and marks “International Bank for Reconstruction and Development,” “IBRD,” “International Development Association,” “IDA,” “World Bank,” and all variations thereof including their associated logos (collectively, the “Bank Name”) and “International Federation of Surveyors,” “FIG“ and all variations thereof including their associated logo(s) (collectively, the “FIG Name”<sup>2</sup>) are the sole and exclusive properties of the Bank and FIG, respectively. Neither Party shall acquire any right, title or interest in the other Party’s Name under this Memorandum.
- (b) The Parties acknowledge that any and all uses by one Party of the other Party’s Name shall inure solely to the benefit of the other Party. The Parties understand and agree that neither Party may use the other Party’s Name in any manner whatsoever that conveys or suggests, directly or indirectly, endorsement or support of the Party or its products or services by the other Party. All uses by one Party of the other Party’s Name in any manner (other than casual or generally accepted uses) shall be subject to the written approval of the other Party (including electronic correspondence). Upon termination of this Memorandum, or at the request of either Party at any time, each Party shall immediately discontinue any and all use of the other Party’s Name and shall destroy stationery, brochures, proposed paid media and other similar materials bearing any form of the other Party’s Name that then are in the possession or control of each Party.

**8. Disclosure and Publicity**

- (a) The Bank may disclose to the public this Memorandum and information with respect to activities and projects contemplated herein in accordance with the Bank’s Policy on the Disclosure of Information. FIG may make such disclosure in its internal reporting to its employees, officers and directors, but shall not make any reference to the collaboration in any manner in its advertising of its products or services or in the solicitation of any contracts or other business, whether or not to be financed by the Bank or an affiliate thereof, except as otherwise agreed in writing by the Bank (including electronic correspondence).
- (b) No activity, and no work created by any activity, undertaken in connection with this Memorandum may be used for commercial purposes. FIG may not seek to directly or indirectly benefit commercially from the Bank’s involvement in such activity. However, publications resulting from such collaborative activity and projects may acknowledge the collaboration of the parties; provided the text is jointly formulated by the Parties.
- (b) Any sharing of information between the Parties will be subject to their respective policies and procedures relating to the disclosure of information.
- (c) Confidential information of the one Party shall be handled by the other Party with no lesser standard of care than it would use in handling its own confidential information.
- [(c) *Use when a large component of the collaborative activities relates to research and the public dissemination of information.* Unless the Parties otherwise agree, seminars, workshops, and conferences organized by the Parties pursuant to this Memorandum shall be open to the general public. [ No fees or other costs shall be charged to attendees of such seminars, workshops, and conferences except to cover the actual costs of the organization, preparation and promotion of such seminars, workshops, and conferences].]

**9. Intellectual Property**

The Parties recognize the importance of protecting and respecting intellectual property rights. This Memorandum does not grant on the part of either Party the right to use materials belonging to, or created by, the other Party. The Parties shall agree in writing on the ownership of any intellectual property rights that may arise in any work to be created by the collaborative activities to be

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undertaken pursuant to this Memorandum, at the time of agreeing on the work plan for such activities. In the absence of any such written agreement, any intellectual property rights arising in any work created by the Parties' collaborative activities undertaken pursuant to this Memorandum shall belong to the Bank.

#### **10. Non-Exclusive Relationship**

No relationship exclusive of a third party or parties shall be established between the Parties, whether under this Memorandum generally or with respect to any specific activities or projects undertaken pursuant thereto, unless explicitly agreed to by the Parties under a separate agreement. Neither Party is restricted in any way from engaging a third party or parties to pursue independently of the other Party the objectives described in this Memorandum except that such engagement with a third party or parties shall not conflict or otherwise unduly interfere with the implementation of this Memorandum or any activities or projects undertaken pursuant thereto.

#### **11. Conflict of Interest<sup>3</sup>**

- (a) The Bank's collaboration with FIG on activities under this Memorandum is not intended to confer a special advantage or preference to FIG in competing with any other entity as regards the procurement of goods, works or services by the Bank or third parties, where such procurement results from or has a direct relationship to such activities.
- (b) FIG acknowledges the receipt of the Bank's *Guidelines for Selection and Employment of Consultants by World Bank Borrowers* and the Bank's *Guidelines for Procurement Under IBRD Loans and IDA Credits* (collectively, the "Bank's Guidelines"), which set forth, *inter alia*, Bank policy requiring consultants to strictly avoid conflicts of interest and imposing certain limitations on their subsequent activities to prevent such conflicts from arising. FIG agrees that it will be deemed to be a "consultant" in relation to the activities undertaken pursuant to this Memorandum, as such term is used in the Bank's Guidelines. With respect to any prospective activities undertaken in connection with, or any work related to or arising from the activities under, this Memorandum, FIG agrees to adhere to the limitations imposed by the Bank's conflict of interest policy as set forth in the Bank's Guidelines.
- (c) The Bank agrees to make available any other materials needed or provide further guidance to explain the application of the Bank's conflict of interest policy to FIG and to assist FIG in understanding the limitations that may be imposed.

#### **12. Indemnification and Insurance**

- (a) Each Party shall indemnify, hold and save harmless the other Party, and such other Party's officers, agents, servants, and employees from all suits, claims, demands, and liability of any nature or kind, including, but not limited to, their costs and expenses, arising out of its gross negligence or willful misconduct or that of its officers, employees, agents, or sub-contractors, in the implementation of this Memorandum or any activities or projects undertaken in connection therewith, including, but not limited to, claims from the other Party's employee(s) for damages in excess of damages covered by workers' compensation.
- (b) The obligations under this Section do not lapse upon termination of this Memorandum or agreement under a work plan for any specific activity or project pursuant thereto.

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<sup>3</sup> This is the latest version of language suggested by the Bank's Procurement Department for MOUs of this type. We are working with the Bank's Procurement lawyers to explore the possibility of including something that is less restrictive and, in any event, more self-explanatory. The Bank's Consultant Guidelines are in the process of being revised and the Bank's Procurement Department has acknowledged that devising appropriate policies for partnerships should be an important part of that revision.

- (c) Throughout the implementation of this Memorandum and any activity or project pursuant thereto, each Party will maintain its usual and customary insurance for its own officers, employees and operations.

**13. Disputes, Controversies and Claims**

- (a) In case of a dispute, controversy, or claim between the Parties arising out of or relating to this Memorandum or an agreement for any activity or project undertaken pursuant thereto, the Parties shall attempt to reach an amicable resolution in good faith.
- (b) In the event an attempt to reach an amicable resolution proves unsuccessful within thirty days after the first Party has formally notified the dispute, controversy, or claim to the other Party in writing, any such dispute, controversy, or claim shall proceed to arbitration to be finally settled in accordance with the then-current UNCITRAL Arbitration Rules. The number of arbitrators shall be three. The appointing authority shall be the Secretary-General of the Permanent Court of Arbitration in The Hague. The language of arbitration shall be English.

**14. Term**

- (a) This Memorandum shall come into force and effect upon signature by both Parties on the date set forth below with an initial term of four years. Unless modified or terminated as provided below, the term of this Memorandum shall be automatically extended at the end of the initial term for another term of four years.
- (b) At the end of the initial term of this Memorandum, a joint assessment by both Parties will be carried out to review the results and lessons learned from their collaborative activities. The views of stakeholders on the nature and progress of activities or projects may be obtained by the Parties in connection therewith. The Parties will discuss and share any conclusions reached which may have a bearing on the Parties' collaboration under this Memorandum. On the basis of such assessment, the Parties may keep in force, modify or terminate this Memorandum as provided for below.

**15. Modification and Termination**

- (a) This Memorandum may be modified or terminated at any time by mutual written agreement of the Parties. Further, the Memorandum may be terminated by either Party at its sole discretion with 60 days prior notice in writing to the other Party.

**16. Miscellaneous**

- (a) The section headings in this Memorandum are for convenience only and are not intended, and shall not be construed, to alter, limit, or enlarge in any way the scope or meaning of the language contained in this Memorandum.
- (b) This Memorandum will supersede any previous intentions or agreements communicated and agreed upon between the Parties in respect of the collaborative activities and projects contemplated herein.
- (c) The person signing this Memorandum on behalf of each Party hereby represents and warrants to the other Party that he or she has the requisite legal power and authority to execute this Memorandum on behalf of the Party and bind the Party to the obligations herein.

In witness whereof, the Parties have caused this Memorandum to become effective as of the day and date written below.

**INTERNATIONAL BANK FOR RECONSTRUCTION  
AND DEVELOPMENT,  
INTERNATIONAL DEVELOPMENT ASSOCIATION**

**INTERNATIONAL FEDERATION OF SURVEYORS**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Name: Stig Enemark  
Title: FIG President

Date: \_\_\_\_\_

### **Attachment 1**

#### **Proposed Work Plan (2007-1010) for Collaboration between the Bank and FIG**

##### **1. Conferences, Forums and Meetings**

For all conferences, forums and meetings, wherever possible, both FIG and the Bank will endeavor to provide prominent roles in such events for representatives of each organization to participate, including but not limited to keynote presentations, lead speakers, chairmanship and expert panel membership.

##### **a. May 13-17, 2007, Hong Kong, FIG Working Week**

Bank may participate with keynote speaker and encourage participation from Bank-funded project staff in the East Asia region.

##### **b. November 12-15, 2007, San Jose, Costa Rica, FIG Regional Conference**

The Bank may participate to present and discuss current land administration projects and other initiatives in the region, and encourage participation for Bank-funded staff in the region.

##### **c. June 14-19, 2008, Stockholm, Sweden, FIG Working Week**

The Bank may participate to present and discuss current projects and initiatives.

##### **d. October/November 2008, Washington D.C. or another date as agreed by the Parties**

A joint conference will be held in Washington D.C to present the common efforts of the Bank and FIG relation to the MDGs. This should be a high level conference to ensure proper media coverage. The conference may also include the outcome of the project on Good Governance.

##### **e. May 3-8, 2009, Eliat, Israel, FIG Working Week**

Arrangements to be determined and agreed.

##### **f. October/November 2009, FIG Regional Conference**

Arrangements to be determined and agreed.



**g. April 9-16, 2010, Sydney, Australia, FIG Congress**

Arrangements to be determined and agreed.

**h. World Bank Land Thematic Group Annual Workshop (normally November each year)**

FIG representative may participate to present and discuss projects and initiatives.

**2. Collaborative Projects**

**World Bank Land Administration Good Governance Project**

FIG will participate on the steering committee of this project.

**Self-Assessment for Land Administration Capacity**

Bank may test the Self-assessment Framework developed by FIG in collaboration with FAO Land Tenure Service. FIG and FAO have developed a framework (comprising 17 steps) for countries to undertake a self-assessment of land administration capacity. This draft tool has significant potential to assist in the preparation of land administration projects. The Bank may to identify appropriate country projects to test this framework, subject to any Bank operational, policy and financial issues.

**3. Publications**

The Bank and FIG may agree to jointly publish reports and papers relevant to land administration and management policy and best practice for the rural and urban sectors. Each publication will be agreed to on a case by case basis including the content and any requirements for funding the preparation and publication.

**4. Promotion of Land Administration and Management in the Rural and Urban Sectors**

Both the Bank and FIG will collaborate on a case by case mutually agreed basis to promote opportunities and initiatives for the dissemination of knowledge, information and experience in land administration and management using the communications media that each institution may utilize, such as internet and intranet. Where appropriate, FIG may use the FIG website for such purposes, and the Bank may use the web site of its Land Policy and Administration Thematic Group.

**5. Sabbatical Periods at the World Bank**

Where appropriate, FIG may seek opportunities for its representatives to undertake sabbatical periods at the World Bank. Such sabbatical periods would be at the expense of FIG.

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