
MEMORANDUM OF UNDERSTANDING

BETWEEN

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

AND

INTERNATIONAL FEDERATION OF SURVEYORS

MARCH 18TH, 2016

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”) (collectively, the “World Bank” or the “Bank”) and International Federation of Surveyors (“FIG”) (each a “Party” or the “Other Party”) (together the “Parties”), to collaborate in the achievement of common objectives as described, and on the basis outlined, below.

1. Background

- (a) The World Bank’s overarching mission is to reduce poverty, improve living conditions, and promote sustainable and comprehensive development in its developing member countries. It has established two ambitious goals to anchor its mission: end extreme poverty within a generation and boost shared prosperity. The World Bank will achieve these goals by providing loans, concessional financing, technical assistance, and knowledge sharing services to its developing member countries and through partnerships with other organizations.
- (b) FIG is a UN-recognized non-government organization (NGO) representing more than 120 countries throughout the world, and its aim is to ensure that the disciplines of surveying and all who practice them meet the needs of the markets and communities that they serve. FIG’s activities are governed by a work plan, which is approved by FIG General Assembly and reviewed by FIG Council as its tenure progresses. FIG supports the role of a prosperous and sustainable profession of surveyors to provide solution functionality, reliably, affordably for a complex and rapidly changing world that cannot wait, and to translate a sustainable development agenda into action. FIG supports international collaboration among its members for the progress of surveying in all its fields and applications. FIG has been globally recognized as the leading international non-governmental organization on geospatial information and the management of “land”, the “sea” and the “built” environment. It is within the surveyors’ task to determine the size and shape of the earth, to map its surface and to manage it in a sustainable way.
- (c) The World Bank and FIG are both committed to the United Nations’ Sustainable Development Goals approved at the UN General Assembly on September 25th 2015.

2. Common Objectives

Consistent with their respective mandates, the Parties’ desire to collaborate to foster knowledge sharing, information dissemination, policy dialogue, training and capacity building in land administration and management with a special focus on developing countries.

3. 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) pool efforts and expertise;
 - (iv) utilize and leverage their existing resources and facilities to mutual advantage and benefit;
 - (v) collaborate on the promotion, preparation and organization of workshops/conferences/training seminars on land tenure land management, land administration, land use planning and valuation and taxation related issues, including collaborating on events during the Land and Poverty conference organized annually by the Bank in Washington D.C.,
 - (vi) collaborate on the preparation of publications and papers and organize and execute projects/researches;
 - (vii) engage in dialogue with interested stakeholders in activities being pursued under this Memorandum;
 - (viii) collaborate on ways to join with other entities engaged in activities similar, supplemental or related to those being pursued under this Memorandum; and
 - (ix) collaborate on the dissemination of the lessons learned/results of projects/research to the public.
- (b) A list of activities and events and the description of the involvement of each Party is to be agreed annually between World Bank and FIG representatives.
- (c) Each Party shall be responsible for its own share of the associated financial and other obligations under this Memorandum. In the event that either Party hosts a conference, it may decide to waive any fees related to attendance to be incurred by attendees from the other Party.
- (d) 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 paying related out-of-pocket expenses incurred by its staff;
 - (iii) by providing facilities for workshops, conferences or training seminars;
 - (iv) by engaging and funding its own consultants;
 - (v) by such other means as the Parties may decide.

4. Intellectual Property

- (a) The Parties recognize the respective intellectual property rights to materials used for or resulting from the collaborative activities conducted under the framework established by this Memorandum. The Parties retain the intellectual property rights in all its pre-existing materials used for the activities and to materials developed by its own staff, including its consultants or contractors.
- (b) Where the Parties identify a need to use the Other Party's materials for the purposes of performing the activities under this Memorandum, or to prepare derivative works or new works in connection with activities under taken hereunder, specific licenses with respect to the Parties' intellectual property rights in such materials will be entered into by the Parties for the specific activity.
- (c) FIG recognizes the public interest mandate of the World Bank and accepts that intellectual property rights arising from collaborative activities shall be used to meet the development objectives of the collaborative activities and will not condition the use of its intellectual property rights to restrict access by the Bank or third parties to the work products, or condition the use for its commercial benefit.

5. Names, Marks and Logos

- (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) 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 products or services thereof 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 approval of the other Party, which approval will not be unreasonably withheld. 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.

6. Conflict of Interest

- (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, recipients of Bank financing, or other 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. FIG agrees, with respect to any prospective work related to or arising from the activities under this Memorandum, 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 to explain the application of the Bank's conflict of interest policy and to assist FIG in understanding the limitations that may be imposed.

8. Disclosure and Publicity

- (a) The Bank may disclose to the public this Memorandum and information with respect to activities contemplated herein in accordance with the Bank's Policy on the Disclosure of Information. FIG may make such disclosure in its internal reporting 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 required by Bank policy.
- (b) FIG may not seek to directly or indirectly benefit commercially from the Bank's involvement in such collaborative activity. However, publications resulting from such collaborative activity may acknowledge the collaboration of the parties. The Parties will jointly formulate a text for such acknowledgment.
- (c) Any sharing of confidential information between the Parties will be subject to their respective policies and procedures relating to the disclosure of information.
- (d) FIG recognizes that the World Bank may have in its possession or control, or have access to, information of a financial, business, proprietary or commercially sensitive or other non-public nature that may be relevant to the Common Objectives. The World Bank has the obligation to maintain the confidential nature of such information and shall not be required to share with FIG any

information that the World Bank considers, in its sole discretion, to be of a financial, business, proprietary or commercially sensitive or other non-public nature.

9. Key Points of Contact

Each Party designates 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:

The Global Lead, Land Policy and Geospatial
(currently, Mr. Wael Zakout)
World Bank
1818 H Street NW
MC 8-243
Washington, DC
20433 USA

Phone: +1 202 473-3537
Email: wzakout@worldbank.org

For FIG:

The FIG Director
(currently Ms. Louise Friis-Hansen)
International Federation of Surveyors
Kalvebod Brygge 31-33
DK-1780 Copenhagen V
Denmark
Phone: + 45 3886 1081
Email: louise.friis-hansen@fig.net

10. Disputes, Controversies and Claims

In case of a dispute or controversy between the Parties arising out of or relating to any collaborative activity undertaken pursuant to this Memorandum, the Parties shall attempt to reach an amicable resolution in good faith.

11. Limits to Understanding

- (a) This Memorandum does not constitute an agreement or commitment by either Party to enter into or provide support for any specific activity. Specific arrangements for individual activities will be set forth in written document or work plan to be jointly formulated by the Parties, and subject to separate agreements, as needed.

- (b) Nothing in this Memorandum shall be construed as creating a joint venture, an agency relationship, or a legal partnership between the Parties.
- (c) Nothing in this Memorandum is intended to be, or should be construed as a waiver of the privileges and immunities of the World Bank or its officers and employees, which privileges and immunities are hereby specifically reserved.
- (d) This Memorandum will supersede any previous intentions or understandings communicated between the Parties in respect of collaborative activities contemplated herein.


12. Term

- (a) This Memorandum shall become effective upon signature by both Parties on the date set forth below until December 31st, 2018. The Parties may agree to extend the term of this Memorandum in writing.
- (b) If this Memorandum is terminated for any reason, the Parties may immediately cease all activities related to this Memorandum.

In witness whereof, the Parties have caused this Memorandum to be executed as of the day and date written above.

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OF SURVEYORS**



Ede Ijjasz-Vasquez
Senior Director
Social, Urban, Rural and Resilience
Global Practice



Chryssy Potsiou
President

March 18, 2016