

**MEMORANDUM OF UNDERSTANDING (MoU)
BETWEEN PEOPLE'S PROCESS ON HOUSING
AND POVERTY IN ZAMBIA**

(HEREINAFTER REFERED TO AS "PPHPZ")

AND

THE UNIVERSITY OF ZAMBIA COUNCIL

(HEREINAFTER REFERRED TO AS "UNZA")

DS

Hms

HM JL

Preamble

This MEMORANDUM OF UNDERSTANDING (hereinafter referred to as the "MoU") is made on the ^{10th} day of ~~December~~ Two Thousand and Thirteen BETWEEN PEOPLE'S PROCESS ON HOUSING AND POVERTY IN ZAMBIA (hereinafter referred to as "PPHPZ"), a duly registered non- governmental organisation in accordance with the provisions of the Societies Act, Cap 119 of the Laws of Zambia, and physically located at plot no 106/2, Washama Road, Villa Elizabetha, Lusaka.

And

The UNIVERSITY OF ZAMBIA COUNCIL (hereinafter referred to as "UNZA"), with postal address Great East Road Campus, P. O. Box 32379, Lusaka, Zambia, a body corporate duly established under the Higher Education Act No. 4 of 2013.

Whereas it is recognised that

UNZA

Is a centre of Excellence in teaching, learning and research and has as one of its aims to provide and support comprehensive and rigorous research, teaching and scholarly programmes that are responsive to the needs of the individual, industry and society;

And PPHPZ

- ❖ Is a non-profit making organisation set up in 2005 to provide technical support to Zambia Homeless and Poor People's Federation (ZHPPF);
- ❖ The federation was formed in 2001 and is a network of poor people residing in informal unplanned urban settlements;
- ❖ The alliance of PPHPZ and the federation is part of the Shack/Slum Dwellers International (SDI);
- ❖ Works collaboratively to improve urban environments so that the poor and the homeless people can have access to decent affordable shelter, basic services and sustainable livelihoods;
- ❖ Has been working with poor and homeless urban communities in assisting them find solutions to their own homelessness and poverty;
- ❖ Aims to facilitate the creation of linkages and partnerships with relevant stakeholders such as the government, civil society, academic and research institutions on behalf of communities.



Whereas

The two parties believe that contemporary urban challenges facing Zambian cities require the training of planners to encompass direct experiential exposure to, and interaction with, the conditions and residents of informal settlements. As such, the two parties are mutually interested in working together on the Master of Science in Spatial Planning degree programme to be offered in the Department of Geography and Environmental Studies in the School of Natural Sciences at UNZA. The partnership recognises that planners play a cardinal role in either facilitating or hindering the inclusion and improvement of informal settlements, and that the education of planners has a critical impact on their values and understanding, response and practices vis-à-vis urban informality. This MoU is based on the umbrella agreement between Slum/Shack Dwellers International (SDI) and the Association of African Planning Schools (AAPS) signed in 2010.

Whereas

The parties by signing this MoU have expressly agreed to be bound by the terms of this agreement.

Now therefore, the parties hereby agree as follows:

ARTICLE 1: DURATION OF THE MoU

This MoU is valid for a period of five (5) years from the day of signing after which it shall be renewed subject to the terms and conditions to be agreed upon by both parties.

ARTICLE 2: PURPOSE AND NATURE OF THE PARTNERSHIP

2.1. The two institutions are entering into this MoU on the basis that they are equal partners who bring different but complementary strengths to undertake the following tasks:

- i. Creating inclusive Zambian cities that integrate rather than marginalise the interests of residents of informal settlements and counter the dominant urban development approaches which illegalise and exclude them;
- ii. Collaborating in the cities and towns of Zambia to expose students of Master of Science (MSc) in Spatial Planning to the issues and needs of those living and working in informal settlements, so that as professionals, they will work directly and indirectly to promote inclusive and pro-poor urban environments in Zambia;




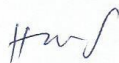
- iii. Exchange ideas on the continuous improvement of the Master of Science in Spatial Planning curriculum offered by the University. Undertaking joint research and collaboration on the documentation and dissemination of successful cases of pro-poor intervention both for use in teaching and evidence-based lobbying of policy makers.

Whereas

The undertaking of the above tasks is premised on the following core objectives and values:

2.2. CORE OBJECTIVES AND VALUES

- 2.2.1 Studio will be consultative and co-produced to ensure that it serves the needs of the community, PPHPZ objectives, and the University curriculum. Studio will balance short term community needs with broader issues around land, services and shelter. The focus will be on informal settlement upgrading in selected settlements in Zambian cities particularly Lusaka;
- 2.2.2 The partnership agrees to engage communities in a non-patronising manner, by recognising the critical role of communities in expressing their conditions, needs and priorities. The partners also recognise the importance of community based enumeration and mapping as an important mobilising, organising and data collection tool;
- 2.2.3 The partners believe that planning is a dynamic process of negotiation and building consensus. In this spirit, student planners will be exposed to real conditions and challenges of informal settlements, and not just desk research or studio based planning;
- 2.2.4 The partnership agrees to jointly plan and co-produce the final studio outcomes and strategies. The outcomes produced will be property of both parties and each will consult the other prior to publishing the material, although the need for the University to retain student material for exam and assessment is understood;
- 2.2.5 The partnership encourages involvement of other stakeholders particularly city officials, consultants and other NGOs and CBOs. The studio is an opportunity to challenge the thinking of other actors within the city;
- 2.2.6 The partnership recognises the right of all parties to draw on the studio experience to publish or disseminate written and graphic comment or reviews of the studio, as long as each partner informs the other of such an action.



The two institutions commit themselves to the common goal of jointly delivering to the highest level of quality. Their relationship in achieving this goal will be underpinned by principles of mutual trust and transparency. All research and publication collaborations will adhere to the principles of ethical research which include among others, the right to privacy and informed consent, confidentiality and anonymity.

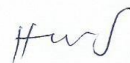
It is acknowledged in this MoU that both institutions have different agendas and processes, but are partnering towards a common goal. In the spirit of mutual respect, each entity will respect the autonomy, experience and timelines of the other. It is intended in this MoU that the collaboration is undertaken with the partners equally sharing risks and benefits associated with the objectives of the partnership. This collaboration does not connote any legal entity between PPHPZ and UNZA but rather a partnership that embodies mutual respect and equal status.

ARTICLE 3: RESPONSIBILITIES OF BOTH PARTIES

In this partnership, both parties will work within the Memorandum of Understanding (MoU) established to promote the joint aims and objectives of the partnership. Representatives of both PPHPZ and UNZA will hold joint meetings at mutually agreeable times to review progress with the achievement of the objectives of the MoU and assess further ways in which the common goals can be implemented. Working within the broader MoU, the parties will assume specific responsibilities as follows:

3.1. PPHPZ shall undertake to:

- i. Allow students from the university to do community-led mapping and enumeration in informal settlements where the organisation is working. This could include GIS database and data analysis for the purposes of designing a local area development plan;
- ii. Allow students from UNZA to undertake planning and formulate local area development framework/plan in consultation with communities;
- iii. Facilitate educational projects in informal settlements, consider invitations to give lectures or address planning students, consider and encourage opportunities for staff and student research on informal settlement interventions and projects for use in teaching case studies and publication;
- iv. Share information gathered prior to the signing of this MoU about informal settlements for the purposes of fulfilling the objectives of this MoU;



- v. Partner with UNZA in carrying out selectively joint advocacy projects to convince local and national governments on policy issues and implementation of urban development projects;
- vi. Partner with UNZA in selectively carrying out urban research and advocacy projects;
- vii. Mobilise residents of informal settlements for field work purposes;
- viii. Share material and shelter innovations with UNZA for the purposes of fulfilling the objectives of this MoU;
- ix. Consider hosting MSc in Spatial Planning student interns during vacations;
- x. Consider engaging UNZA on other emerging issues of mutual interest.

3.2. UNZA while working within the broader framework of this MoU shall undertake to:

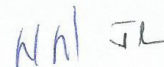
- i. Invite PPHPZ and its networks to give inputs and lectures to students;
- ii. Conduct educational projects for students in partnership with PPHPZ within informal settlements;
- iii. Consider possibilities for student internships during vacations;
- iv. Consult PPHPZ staff to give feedback on planning curriculum and comment on the extent to which the new curriculum impart pro-poor values and strategies to student planners;
- v. Consider possibilities for undertaking joint research on among other areas of mutual interest, successful pro-poor initiatives for use as teaching case studies and for publication;
- vi. Share information with the organisation for the purposes of fulfilling the objectives of this MoU;
- vii. Consider possibilities for residents from informal settlements and PPHPZ staff to sit in studio lectures but the university is currently not obliged to award certificates to the attendants;
- viii. Consider engaging PPHPZ on other emerging issues of mutual interest.

ARTICLE 4: GENERAL AGREEMENTS AND ADMINISTRATION OF THE PARTNERSHIP

- 4.1. With prior permission of the log owner and for activities under this MoU, the two parties shall use the name and/or either party's logo for the purposes of fulfilling the objectives of this MoU;







- 4.2. The parties shall recognise each other on any jointly undertaken project during workshops, meetings and reports;
- 4.3. Material produced from collaborative projects such as plans, model, photos, reports, and any other written material shall belong to both partners who will acknowledge each other's contribution;
- 4.4. Parties shall be fully autonomous independent institutions.

ARTICLE 5: FINANCIAL OBLIGATIONS

- i. The two parties shall share any financial obligations associated with the implementation of the activities for the purpose of fulfilling the objectives of this MoU;
- ii. The allocation of financial obligations shall only be allocated after consultations and discussions for mutual benefits;
- iii. The two parties shall endeavour to formulate joint urban development projects and research proposals to raise funds for the purposes of fulfilling the objectives of this MoU.

5.1. PAYMENTS AND PROCEDURES

- i. In an event of jointly funded projects and programmes by other institutions, pre-audits shall be a requirement for any payments for the purposes of fulfilling the objectives of this MoU;
- ii. Any request for payments must be accompanied by valid documents and must be approved by the Country Coordinator of PPHPZ and a representative from UNZA before any payment can be effected.

ARTICLE 6: TERMINATION OF THE AGREEMENT

- i. Either party may terminate the MoU agreement, but must give at least six (6) months notice to the other party expressing intent to terminate the agreement and giving reasons for termination;
- ii. Questions relating to termination of the agreement shall be resolved by mutual agreement between the parties;

ARTICLE 7: RESOLUTION OF DISPUTES AND CONSULTATIVE ARRANGEMENTS

8.1. Any dispute arising from this partnership shall be resolved by both parties through the process of dialogue. To minimise the possibility for disputes, parties agree that:

- i. This is not an exclusive arrangement, and that other MoU may be signed to incorporate other organisations that share the common objective;
- ii. None of the parties shall act unilaterally within an informal settlement for which there is a studio project, and the partners therefore accept an obligation to inform, engage and consult each other in practical ways about proposed or possible actions;
- iii. In studio projects, both parties endeavour to optimise the creation of benefits to residents through the process as well as in the products;
- iv. To minimise possibilities for conflicts during the implementation of studio projects, parties commit themselves to participate in the following ways:
 - a. Studio outline and meetings – The parties agree to meet prior to the commencement of the studio to discuss the scope of this and managing expectations of all parties. The studio instructors, PPHPZ and federation/community leaders agree to meet regularly to discuss progress and outcomes;
 - b. Studio research – Regular visits to informal settlements for planning students and department is essential to the program;
 - c. External professionals, community members, academics, politicians and officials working on similar themes are encouraged to present and lecture the students.

In an event of a conflict, the following steps shall apply:

- (i) The national facilitator from ZHPPF and a representative from UNZA shall jointly convene a meeting to dialogue and try to resolve the issues administratively;
- (ii) If the issues are not resolved during the first attempt, the meeting shall produce recommendations on how to proceed with this partnership;
- (iii) Based on recommendations from the dialogue meeting as provided for above, the Vice-Chancellor for UNZA and the Country Coordinator for PPHPZ as signatories to this MoU have in their individual capacities the power to end this partnership.



7

UNZA

Signature.....

Name: Prof. Stephen Simukanga

VICE-CHANCELLOR

PPHPZ

Signature.....

Name: Mr Nelson Ncube

COUNTRY COORDINATOR

WITNESSES

Signature.....

Name: Dr Henry Sichingabula

DEAN: NATURAL SCIENCES

Signature.....

Name: Ms Joyce Lungu

NATIONAL FACILITATOR: ZHPPF