

Memorandum of Understanding
between
United Nations Economic Commission for Europe and
York University

The United Nations Economic Commission for Europe (UNECE), and York University (Toronto, Canada), (referred herein as the “Parties”) have agreed to sign this Memorandum of Understanding (“Memorandum”) as a statement of intent by the Parties to cooperate in the promotion of sustainable housing, and the prevention of youth homelessness through the establishment of the Centre of Excellence” (Centre of Excellence) in Toronto, Canada, for the implementation of the Geneva United Nations Charter on Sustainable Housing.

I. Objective

1. The objective of this Memorandum is to establish a Centre of Excellence for the implementation of the Geneva UN Charter on Sustainable Housing. For the purposes of this Memorandum, the ‘Centre of Excellence’ provides best practices, research, support, and/or training in the area of work around youth homelessness prevention.
2. The Memorandum also provides a framework within which the Parties can develop and undertake collaborative activities and projects to promote the principles of the Geneva UN Charter on Sustainable Housing through the Centre of Excellence.

II. Responsibilities of the Parties

3. York University, partner organization hosting the Centre of Excellence, will undertake activities such as:
 - (a) Conduct information sharing on available research resources and publications which could provide policy advice on policies related to homelessness at national, subnational and municipal level.
 - (b) Mobilize knowledge by leveraging high impact partnerships that foster systems transformation, ensuring key research evidence is integrated into policy, programs and practice.
 - (c) Operationalize the Toronto Centre of Excellence as a true partnership between networks of researcher and end users such as practitioners, service providers and policy makers.
 - (d) Implement a management and governance structure to support the innovative work of the Toronto Centre of Excellence and ensure progress and accountability.
 - (e) Constructively engage researchers and leaders in the area of homelessness and prevention in the UNECE region for the purposes of collaboration.
 - (f) Produce and disseminate print and digital materials on sustainable housing and the prevention of youth homelessness, including brochures, websites, mobile applications and multi-media;
 - (g) Develop curricula for training and capacity building on the prevention of youth homelessness and implement training and capacity building activities in countries of the UNECE region at local, regional and national level;
 - (h) Organize and host international, national, and subnational meetings (symposiums, workshops, training programmes and seminars) on policies and practices related to

homelessness and to disseminate information about the Charter and UNECE;

- (i) Promote the Charter at international, national, and subnational level meetings and through print and social media (i.e., preparation of articles in journals and newspapers, interviews on TV and radio and information dissemination through relevant newsletters etc.);
- (j) Provide support to research on homelessness, the prevention of youth homelessness in the UNECE region and the potentials for the implementation of the Charter;
- (k) Liaise and cooperate with international, national and local stakeholders working on related topics;
- (l) Fundraise and prepare project proposals, and implement of projects supporting the activities mentioned in (a) to (k) above;
- (m) Develop and implement of pilot projects to support the implementation of the Charter (advisory services to support preparation of laws and regulations, etc.);
- (n) Provide financial and in-kind support, when feasible, to the network of Centres of Excellence and UNECE secretariat, which acts as the network coordinator;
- (o) Participate in regular surveys organized by UNECE on the implementation of the Charter.

4. UNECE will:

- (a) Facilitate the work of the Centre of Excellence and the exchange of information, knowledge and experience within the network as well as with relevant international and national organizations in the UNECE region, within existing resources;
- (b) Promote the goals and objectives of the Charter through the Centre of Excellence;
- (c) Cooperate on the topic of homelessness and the prevention of youth homelessness according to the priorities established by the UNECE Committee on Urban Development, Housing and Land Management;
- (d) Coordinate cooperation and exchange of experiences between the Centres of Excellence.

III. Protection of intellectual property rights

- 5. The Parties recognize the importance of protecting and respecting intellectual property rights. This Memorandum does not grant the right to use materials belonging to or created by either Party.
- 6. The intellectual property rights for materials or products developed and provided by UNECE shall rest entirely with UNECE as this is in accordance with United Nations copyright rules and regulations.

IV. Use of UNECE name and logo

- 7. Any use of the UNECE name and logo by the York University shall be subject to explicit written consent by UNECE.

V. Limits to agreement

- 8. This Memorandum does not constitute an agreement by either Party to provide support for any specific project or activity. Any sharing of information between the Parties will be subject to their respective policies on the disclosure of information.
- 9. In no event shall this Agreement or any amendment hereto operate to create financial, administrative or legal obligations on the part of either Party, nor does it prevent the Parties from pursuing the objectives set forth in this Memorandum on their own or with other third parties.

VI. Disputes

10. The Parties commit themselves to settling by good faith negotiation any dispute or controversy arising out of the implementation and/or interpretation of the present Memorandum.

VII. Privileges and Immunities

11. Nothing in this Memorandum is intended to be a waiver, expressly or implied, of the privileges and immunities of UNECE, including its subsidiary organs

VIII. Planning of activities

12. The Parties may present their plans for specific activities to implement this Memorandum at the annual sessions of the Committee on Urban Development, Housing and Land Management.

IX. Key points of contact

13. The key points of contact for implementation of this Memorandum are listed below. The Parties may, by written notice to the other Party, designate additional or different persons as points of contact.

Focal Point for UNECE:

Ms. Gulnara Roll
Head, Housing and Land Management Unit
United Nations Economic Commission for Europe
Palais des Nations
8-14 avenue de la Paix
1211 Geneva 10, Switzerland
Tel: +41 (0) 22 917 5793
Email: Gulnara.Roll@un.org

Focal Point for the Toronto Center of Excellence:

Mr. Stephen Gaetz C.M.
Professor and President of the Canadian Observatory on Homelessness (Homeless Hub)
Faculty of Education, York University
631 Kaneff Tower, 4700 Keele Street, Toronto, Ontario M3J 1P3
Tel. office +416 736 2100 ext. 20050
E-mail: sgaetz@yorku.ca

X. Timeframe and termination

14. This Memorandum will continue for three years from the date of the last signature with the possibility of further extension based on mutual written agreement of the Parties. Either Party may, at its sole discretion, terminate this Memorandum at any time by providing written notice to the other Party with a minimum notice period of six (6) months.

XI. Reporting, monitoring and evaluation

15. The Parties recognize the importance of monitoring and evaluating the performance of collaborative activities undertaken pursuant to this Memorandum. The Centre of Excellence shall report annually on its activities to the Committee on Urban Development, Housing and Land Management. Between sessions the Centre of Excellence should report on its current activities to the Committee Bureau.


16. The Parties also agree to meet as needed to evaluate the overall effectiveness of the collaborative activities undertaken pursuant to this Memorandum, including the extent to which the Parties have achieved their institutional goals and to which the overall results achieved through collaborative actions were greater than the sum of the results each Party would have achieved on its own.

XII. Special measures for the protection from sexual exploitation and sexual abuse


17. Sexual exploitation and sexual abuse violate universally recognized international legal norms and standards. Such conduct is prohibited by the United Nations Regulations and Rules. When entering into this agreement with UNECE, you agree that you accept these standards. Failure on your part to take preventive measures against sexual exploitation or sexual abuse, to investigate allegations thereof, or to take corrective action when sexual exploitation or sexual abuse has occurred are grounds for termination of any agreement with UNECE.

18. In witness whereof, the Parties hereto execute this Memorandum:

For the United Nations Economic Commission
for Europe, Olga Algayerova,
Executive Secretary


Date: 13.02.2021

For York University,
Rhonda L. Lenton,
President


Date: February 19, 2021