



Memorandum of Understanding

between

United Nations Economic Commission for Europe

and

Co-PLAN Institute for Habitat Development at Polis University

The United Nations Economic Commission for Europe (UNECE) and Polis University in Tirana, Albania, (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 through the establishment of the "Center of Excellence" (Center of Excellence) based at the Co-PLAN Institute for Habitat Development, Polis University in Tirana, Albania for the implementation of the Geneva United Nations Charter on Sustainable Housing.

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 sustainable and resilient settlements and good territorial governance.
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 Center of Excellence.

Responsibilities of the Parties

3. Co-PLAN Institute for Habitat Development at the Polis University, a partner organization hosting the Centre of Excellence, will undertake activities such as:
 - (a) Development and production of print and digital materials on sustainable housing and sustainable and resilient settlements and good territorial governance, including brochures, web-sites, mobile applications and multi-media;
 - (b) Development of curriculums for training and capacity building on sustainable and resilient settlements and good territorial governance;
 - (d) Organization and hosting of international, national, and subnational meetings (symposiums, workshops, training programmes and seminars) to disseminate information about the Charter and UNECE;
 - (e) Promotion of the Charter at the international, national, and subnational level meetings and through print and social media (i.e. preparation of the articles in journals, newspapers, interview on TV and radio, dissemination through relevant newsletters etc.);

- (f) Support to research on the potentials for the implementation of the Charter;
- (g) Liaising and cooperation with international, national and local stakeholders working on related topics;
- (h) Engage in regular, direct cooperation with the Ministry of Finance and Economy on the implementation of activities in the area of housing and cities;
- (i) Fundraising and preparation of project proposals, implementation of projects supporting the activities mentioned in (a) to (h) above;
- (j) Development and implementation of pilot projects to support the implementation of the Charter (advisory services to support the preparation of laws and regulations, etc.);
- (k) Provision of financial and in-kind support, when feasible, to the network of Centers of Excellence and UNECE Secretariat, which acts as the network coordinator;
- (l) Participation in regular surveys organized by the UNECE on the implementation of the Geneva UN Charter.

4. UNECE will:

- (a) Facilitate the work of the Center of Excellence and 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 Geneva UN Charter on Sustainable Housing through the Centre of Excellence;
- (c) Cooperate on the topic of sustainable and resilient settlements and good territorial governance 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 networks of Centers of Excellence.

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 UN copyright rules and regulations.

Use of UNECE Name and Logo

- 7. Any use of the UNECE name and logo by Co-PLAN Institute for Habitat Development at Polis University shall be subject to explicit written consent by UNECE.

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 or 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.

Disputes

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

Privileges and Immunities

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

Planning of the Activities

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

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 Co-PLAN Institute for Habitat Development at Polis University:

Mr. Dritan Shutina
Executive Director of Co-PLAN Institute for Habitat Development
Rr. Bylis 12, Autostrada Trane-Durres, Km 5, Kashar
Kodi Postar 1051, Kutia Postare
2995, Tirana, Albania
Tel: +355 4 240 74 23/4
Email: dritan_shutina@co-plan.org

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.

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 Center of Excellence shall annually report on its activities to the Committee on Housing and Land Management. Between the sessions the Center of Excellence should report on the current activities to the CHLM 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 (i) the extent to which the Parties have achieved their institutional goals; and (ii) the extent to which the overall results achieved through collaborative action were greater than the sum of the results each Party would have achieved on its own.

Special measures for the protection from sexual exploitation and sexual abuse

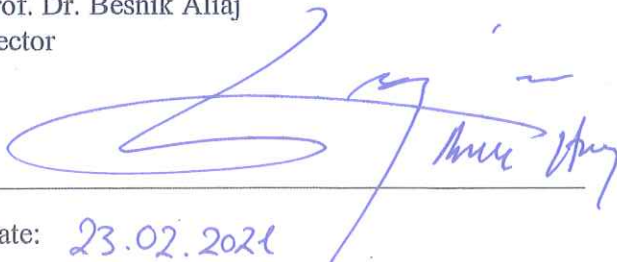
17. Sexual exploitation and sexual abuse violate universally recognized international legal norms and standards. Such conduct is prohibited by the United Nations Regulations and Rules. When entering into this agreement with UNECE, you agree that you accept these standards. Failure on your part to take 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 the 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 Polis University
Prof. Dr. Besnik Aliaj
Rector



Date: 23.02.2021