Memorandum of Understanding
between
United Nations Economic Commission for Europe
Forests, Land and Housing Division
and
Ministry of Urban Development of the Republic of Albania

The United Nations Economic Commission for Europe (UNECE), and the Ministry of Urban Development of the Republic of Albania, (referred herein as the “Parties”) have agreed to sign this Memorandum of Understanding (“Memorandum as a statement of intent by the Parties to develop cooperation in promotion of sustainable housing through the establishment of the Geneva United Nations Charter Center of Excellence (Center of Excellence) in the Republic of Albania for the implementation of the Geneva United Nations Charter on Sustainable Housing.

Objective

1. The objective of this Memorandum is to provide 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.

Responsibilities of the Parties

2. The Ministry of Urban Development, partner organization hosting the Center of Excellence, will undertake activities such as:

(a) Translation and printing of the Charter in Albanian language;
(b) Development and production of print and digital materials on sustainable housing, including brochures, web-site and mobile applications;
(c) Development of curriculum for training and capacity building on sustainable housing;
(d) Organization and hosting of international, national, and subnational meetings (symposia, workshops, training programmes and seminars) to disseminate information about the Charter;
(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) Regular consultations and cooperation with international, national and local stakeholders working on related topics;
(h) Fundraising and preparation of the project proposals, implementation of projects supporting the activities mentioned in (a) to (h) above;
(i) Development and implementation of pilot projects to support the implementation of the Charter (advisory services to support the preparation of laws and regulations, etc.);
(j) Provision of the financial and in-kind support, when feasible, to the network work and Secretariat, which acts as the network coordinator;
(k) Participation in regular surveys organized by the UNECE on the implementation of the Geneva UN Charter.

3. The UNECE will:

(a) Facilitate and supervise 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 according to the priorities established by the UNECE Committee on Housing and Land Management (CHLM);
(c) Coordinate the cooperation and exchange of the experience between the network of centres of excellence.

Protection of Intellectual Property Rights

4. 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 without the written consent of the Party.

Use of UNECE Name and Logo

5. Any use of the UNECE name and logo by the Ministry of Urban Development shall be subject to explicit written consent by UNECE.
Limits to Memorandum

6. 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.

7. 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.

Disputes

8. 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

9. Nothing in this Memorandum is intended to be a waiver of the privileges and immunities of the UNECE, or members of the United Nations.

Planning of the Activities

10. The Parties will present their plans for specific activities to implement this Memorandum at the annual sessions of the Committee on Housing and Land Management.

Key Points of Contact

11. 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:

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Focal point for the Ministry of Urban Development of the Republic of Albania:
Shpresa Sulo
Head, European Integration and International Relations Unit
Directorate of European Integration and Projects
Ministry of Urban Development
Str. “Abdi Toptani”, Nr.1 Tirana, Albania
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Email: Shpresa.sulo@zhvillimiurban.gov.al

Timeframe and Termination

12. 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

13. 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 Centre of Excellence should report on the current activities to the CHLM Bureau.
14. The Parties also agree to meet on an annual basis 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.

Miscellaneous

15. Nothing in this Memorandum shall be construed as creating a joint venture, an agency relationship or a legal partnership between the Parties.

16. In witness whereof, the Parties hereto execute this Memorandum in two copies in English language:

For the United Nations Economic Commission for Europe,
Christian Friis Bach,
Executive Secretary

[Signature]
Date: 14/12 2016

For the Ministry of Urban Development of the Republic of Albania,
Eglantina Gjermeni
Minister

[Signature]
Date: 14/12 2016