

**United Nations University Regional Centre of Expertise
on Education for Sustainable Development:
Memorandum of Understanding**

Date:	May 23, 2007
To:	Parks & Environment Committee
From:	Richard Butts, Deputy City Manager
Wards:	All
Reference Number:	P:\2007\Cluster B\PPFA\TEO\PE07004

SUMMARY

In March 2005, the Mayor wrote to the United Nations University requesting that the City of Toronto be included in an international network of Regional Centres of Expertise on Education for Sustainable Development (see Attachment 1). Toronto received this recognition in May 2005.

Since that time, the Toronto Environment Office has worked locally to build a network of education for sustainable development (“ESD”) stakeholders to form a Steering Committee for the Toronto Regional Centre of Expertise on Education for Sustainable Development (“Toronto RCE”). Toronto’s RCE aims to strengthen communication, coordination and collaboration among ESD stakeholders in the Toronto region.

The Toronto RCE does not constitute a separate legal entity, but instead represents an alliance of institutions and organizations committed to enhancing education to secure an inclusive, healthy, prosperous and environmentally sustainable future for Toronto. The attached Memorandum of Understanding (see Attachment 2) outlines the parameters for collaboration on Toronto RCE projects, and establishes a Steering Committee to govern the activities of the Toronto RCE.

The purpose of this report is to recommend that the City of Toronto sign the Memorandum of Understanding, and continue to play a leadership role in the activities of the Toronto RCE. Staff in the City Solicitor’s Office have reviewed the attached Memorandum of Understanding, and do not have any concerns about the content of the document.

RECOMMENDATIONS

The Deputy City Manager recommends that:

1. the Toronto Environment Office represent the City of Toronto on the Toronto Regional Centre of Expertise on Education for Sustainable Development Steering Committee;
2. for a period of two years, the Toronto Environment Office provide office space and staff support for the Toronto Regional Centre of Expertise on Education for Sustainable Development Secretariat; and
3. the Mayor, on behalf of the City of Toronto, sign the Memorandum of Understanding formally committing the City to the obligations listed above, provided such Memorandum of Understanding is in the form attached or if amended to the satisfaction of the Director of the Toronto Environment Office in consultation with the City Solicitor.

FINANCIAL IMPACT

The Toronto RCE will make use of existing resources within the budget for the Toronto Environment Office. The Deputy City Manager and Chief Financial Officer has reviewed this report and agrees with the financial impact statement.

DECISION HISTORY

As per the attached letter dated March 31, 2005 (Attachment 1), the Mayor initiated Toronto's engagement by writing to the United Nations University to request Toronto's designation as a Regional Centre of Expertise on Education for Sustainable Development.

ISSUE BACKGROUND

In the spring of 2004, the United Nations General Assembly passed a resolution marking 2005-2014 as the International Decade for Education for Sustainable Development. As a result, the United Nations University ("UNU") proposed establishing Regional Centres of Expertise on Education for Sustainable Development ("RCEs") throughout the globe. The RCEs are intended to be a forum for strengthening local and international collaboration on education for sustainable development.

In 2005, the opportunity to apply for status as an RCE was brought to the City by the Toronto Zoo. The Mayor subsequently wrote to the UNU requesting that Toronto be considered as a site for an RCE. As a result, Toronto was selected as one of seven RCEs. Since that time, the international network has grown to include thirty-five RCEs, including Saskatchewan and Sudbury, Ontario, here in Canada.

In April 2006, Deputy City Manager Fareed Amin convened a meeting of major educational institutions (i.e., school boards, universities and colleges) and major social, environmental, and economic stakeholder groups to inform them about the International Decade for Education for Sustainable Development, and the intention to establish a RCE in Toronto. In subsequent follow-up meetings, the details of a Memorandum of Understanding as well as project ideas for the Toronto RCE emerged.

As of May 2007, the following organizations and institutions have agreed to participate in the governance and activities of the Toronto RCE, and will be signing the Memorandum of Understanding:

- City of Toronto
- University of Toronto
- York University
- Seneca College
- Toronto District School Board
- Citizens' Environment Watch
- Environment Canada
- Education Alliance for a Sustainable Ontario
- Toronto Zoo
- Toronto & Region Conservation Authority

COMMENTS

The Memorandum of Understanding represents a significant milestone in the development of the Toronto RCE. It represents the first time a group of institutional, government, and non-governmental stakeholders in Toronto have come together to take a coordinated approach to education for sustainable development. In the context of the City of Toronto's Environmental Plan and proposed climate change and clean air strategy, the Toronto RCE provides the City of Toronto with the opportunity to secure expert advice and support in disseminating information about environmental issues, and in encouraging Toronto's citizens to adjust their lifestyles to include more sustainable behaviours.

By participating in the Toronto RCE Steering Committee and providing secretariat support for the Toronto RCE, the City of Toronto will continue to demonstrate that it is a leader—both locally and internationally—on environmental sustainability issues.

CONTACT

Kim Peters
Senior Environmental Planner
Policy, Planning, Finance & Administration
Toronto Environment Office
Tel: 416-392-1848

Richard Butts, Deputy City Manager

ATTACHMENTS

1. March 31, 2005 letter from Mayor David Miller to the United Nations University requesting that the City of Toronto be recognized as a Regional Centre of Expertise on Education for Sustainable Development.
2. Memorandum of Understanding, Toronto Regional Centre of Expertise on Education for Sustainable Development.

Mayor

DAVID MILLER

March 31, 2005

Professor Charles Hopkins
Chair, United Nations University Education for Sustainable Development
Office of the Dean - Faculty of Education
York University
4700 Keele St., S855 Ross Building
Toronto, Ontario, M3J 1P3

Dear Professor Hopkins,

I understand that the United Nations has passed a resolution making 2005-2014 the Decade of Education for Sustainable Development and that, as a result, the United Nations University (UNU) has proposed setting up Regional Centres of Expertise on Education for Sustainable Development around the globe. I am writing to request that the City of Toronto be selected as one of the Regional Centres.

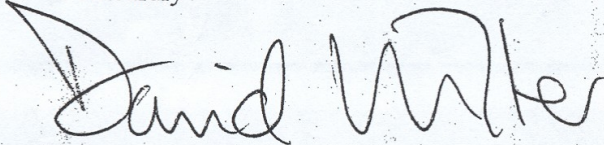
The City of Toronto is a thriving, vibrant, multi-cultural city that is committed to global leadership in sustainability. The City is located on the northern shore of Lake Ontario, the easternmost of the Great Lakes, and at 2.5 million people, is the largest city in Canada.

"Diversity our strength" is the City's official motto and this diversity can be seen in the people, the economy, the natural environment and the cultural, recreational, technological and educational resources the City has to offer.

Toronto's recognition of the benefits of diversity, innovative approaches to community consultation and participation, and the City's strong relationships with organizations and institutions promoting sustainability through formal and informal education make Toronto an ideal location for building knowledge networks and creative programs and partnerships for strengthening sustainable development education.

I look forward to a positive response and a long and fruitful collaboration.

Yours truly



Mayor David Miller



City Hall • 100 Queen Street West • 2nd Floor • Toronto, Ontario M5H 2N2
Telephone: 416 397 CITY

**Toronto Regional Centre for Expertise
on Education for Sustainable Development**

DRAFT

Memorandum of Understanding

THIS MEMORANDUM OF UNDERSTANDING made as of this ___ day of ___, 2007 in _____(city), is between...

WHEREAS:

- A. The Toronto Regional Centre for Expertise on Education for Sustainable Development (RCE-ESD) is a coalition of formal, informal, and non-formal education organizations mobilized to deliver ESD in Toronto in support of the UN Decade for Education for Sustainable Development, as more particularly described in Attachment 'A' attached hereto;
- B. Each of the parties participates in the Toronto Regional Centre for Expertise on Education for Sustainable Development;
- C. The parties wish to set out the terms and conditions of governance, management, and administration of the Toronto Regional Centre for Expertise on Education for Sustainable Development;

In recognition of the preceding paragraphs which are hereby incorporated into and form part of this MOU, the Parties agree as follows:

Governance: Steering Committee

- 1) Each party is a member of the Steering Committee. Each party is entitled to appoint one staff person as a representative to attend meetings of members.
- 2) Each member is entitled to invite one (1) non-voting guest to attend meetings of the Steering Committee.
- 3) Each member of the Steering Committee has one (1) vote.
- 4) In order for a decision or resolution to be adopted by the Steering Committee, a simple majority of votes is required.
- 5) The Chair of the Steering Committee is elected annually by the Steering Committee by majority vote.
- 6) Meetings of the Steering Committee are to be held a minimum of three (3) times per year.

- 7) The Steering Committee may from time to time establish working groups whose membership may include experts or organizations that share the objectives of the Toronto Regional Centre for Expertise on Education for Sustainable Development.
- 8) Steering Committee founding members are: Citizens' Environment Watch, City of Toronto, Environment Canada, Education Alliance for a Sustainable Ontario, Seneca College, Toronto & Region Conservation Authority, Toronto District School Board, Toronto Zoo, University of Toronto, and York University.
- 9) Steering Committee membership can be expanded beyond the ten founding members to a maximum of twenty members, including institutions and organizations that have a commitment to education for sustainable development, and a strong interest in sustainable development activities in the Toronto region.
- 10) An institution must apply for membership and receive approval from the Steering Committee.
- 11) A resolution passed by a majority of the Steering Committee is required to elect any applicant for membership. An applicant admitted to membership by the Steering Committee is to be so notified in writing and becomes a member. Membership on the Steering Committee is conditional upon acceptance and agreement of this Memorandum of Understanding.
- 12) Membership on the Steering Committee is not transferable.

Management and Administration: Roles and Responsibilities

- 13) The Steering Committee shall provide overall direction for the Toronto Regional Centre for Expertise on Education for Sustainable Development and is responsible for the following:
 - a. developing strategic plans to enable Toronto-based education for sustainable development stakeholders to develop programs and activities that align with the objectives of the Toronto Regional Centre for Expertise on Education for Sustainable Development;
 - b. identifying and inviting additional parties to participate in the activities and governance of the Toronto Regional Centre for Expertise on Education for Sustainable Development;
 - c. identifying opportunities and seeking to secure financial support and/or in-kind resources to enable local, national, and international activities associated with the United Nations Decade for Education for Sustainable Development;
 - d. working cooperatively with local, provincial and federal stakeholders to ensure that the activities of the Toronto Regional Centre for Expertise on Education for Sustainable Development are complementary;

- e. overseeing and reporting on the activities and outcomes of the Toronto Regional Centre for Expertise on Education for Sustainable Development;
 - f. Contributing in-kind resources, where available.
- 14) Each party shall devote such time, attention and ability as may be reasonably necessary to operate the Toronto Regional Centre for Expertise on Education for Sustainable Development;
- 15) The City of Toronto Environment Office will provide Secretariat functions for the Toronto Regional Centre of Expertise on Education for Sustainable Development, including managerial, operational and administrative functions. The Secretariat will carry out these functions in consultation with the Chair and Steering Committee for the duration of this Memorandum of Understanding.
- 16) The City of Toronto Environment Office shall provide office space for the Toronto Regional Centre for Expertise on Education for Sustainable Development for the duration of this agreement.

Liability and Indemnity

- 17) Each party is liable for its own costs and expenses in connection with the Toronto Regional Centre of Expertise on Education for Sustainable Development.
- 18) Each party shall indemnify the other parties and their respective, officers, directors, employees and agents from and against any and all claims, losses, damages, costs and expenses or actions or other proceedings made against any of them, attributable to any injury, death, damage or loss of property arising out of its actions or omissions in connection with the Toronto Regional Centre of Expertise on Education for Sustainable Development.

Intellectual Property and Confidential Information

- 19) Work products developed solely and separately by each party will be solely owned by the party concerned.
- 20) Work products developed jointly by two or more parties will be jointly owned by the parties to the extent of their activity and effort in accordance with terms to be mutually approved by the parties involved.
- 21) Each party may transfer or assign its title or interest, in whole or in part, in the intellectual property rights covered by this Memorandum of Understanding to another party. Such transfer or assignment must be in writing and will be effective only upon the written acceptance of the other party.

- 22) The use of the Toronto Regional Centre of Expertise on Education for Sustainable Development name or logo on any publication, document and/or paper is prohibited without prior approval of the Steering Committee.
- 22) Each party may, from time to time, disclose confidential information to each other or become aware of each other's confidential information in connection with this Agreement. Each party shall safeguard and not disclose such information to anyone without a "need to know" within either party. During the Term and for a period of three (3) years after the expiry or earlier termination of this Agreement, each party shall take reasonable measures, and at least the same measures as it takes in respect of its own confidential information, to keep confidential the confidential information provided to it by the other party. Both parties shall use their best efforts to protect such information from disclosure to third parties not bound by this Agreement. The obligation to keep confidential does not apply to information which:
- a) Is already known to a third party to which it is disclosed;
 - b) Becomes part of the public domain without breach of this Agreement;
 - c) Is obtained from third parties which have no confidentiality obligations to the parties hereto;
 - d) Is authorized for release by the disclosing party; or
 - e) Is to be disclosed pursuant to the lawful requirement of a government agency or order of a court of competent jurisdiction or by operation of law, provided that the disclosure is subject to all applicable government or judicial protections which may be available.

Term, Termination and Amendment

- 23) This Memorandum of Understanding commences as of _____, 2007 and continues for two years.
- 24) Any party may terminate their participation in this Memorandum of Understanding at any time upon thirty (30) days prior written notice to the other parties.
- 25) The parties may amend this Memorandum of Understanding at any time, in writing, by mutual consent. Any amendment becomes part of this Memorandum of Understanding.

General Provisions

- 26) Independent Contractors. Each party is an independent contractor and the parties are not partners, joint venturers or principals/agents, and nothing in this Memorandum of Understanding has the effect of constituting any employment relationship.

- 27) Entire Agreement. This Memorandum of Understanding, as may be amended in writing from time to time, constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written.
- 28) Time of the Essence. Time is of the essence and no extension or waiver operates to amend this provision.
- 29) No Assignment. No party may assign this Memorandum of Understanding or subcontract or otherwise transfer any of its rights and obligations hereunder, in whole or in part, without the Steering Committee's prior consent.
- 30) Delivery of Notices. Any notice, document or other communication given or made under this Memorandum of Understanding is deemed to have been given or made and to have been received on the day of delivery if delivered personally, or on the day of facsimile transmission, provided that such day is a business day and the communication is so delivered, transmitted by facsimile or sent prior to 4:30pm EST on such day. Otherwise, such communication is deemed to have been given and made and to have been received on the next business day if sent by courier, personal delivery or facsimile, or on the fifth business day following the mailing thereof; provided that no such communication shall be mailed during any actual or apprehended disruption of postal services.
- 31) Further Assurances. Upon the written request of the other, each party shall do all such acts and execute all such further assignments, transfers or other documents and cause the doing of all such acts and the execution of all such further documents as may be necessary or desirable to give effect to this Memorandum of Understanding.
- 32) Governing Law. This Memorandum of Understanding is governed by and construed in accordance with the laws of the Province of Ontario and the federal laws applicable therein. The parties attorn to the exclusive jurisdiction of the courts of the Province of Ontario and all courts competent to hear appeals therefrom.
- 33) Binding. This Memorandum of Understanding is binding upon the parties and enures to their respective successors and permitted assigns.
- 34) Counterparts. This Memorandum of Understanding may be executed in one or more counterparts, each of which is deemed an original, but all of which taken together constitute one and the same instrument.

IN WITNESS WHEREOF the authorized representatives of the parties have executed this Memorandum of Understanding.

Attachment 'A'

**Toronto Regional Centre for Expertise
on Education for Sustainable Development**

DRAFT

Terms of Reference

1. Background

The Toronto Regional Centre for Expertise on Education for Sustainable Development (Toronto RCE) is part of an international network of Regional Centres of Expertise affiliated with the United Nations University Institute for Advanced Studies, based in Yokohama, Japan. The Regional Centres of Expertise are one way that the United Nations is promoting the UN Decade for Education for Sustainable Development (2005-2014).

Each RCE is intended to achieve the goals of the UN Decade of Education for Sustainable Development by bringing together organizations at the local level to jointly promote ESD. Local ESD stakeholders include elementary and secondary schools, university professors, researchers, museums, local governments, grassroots and non-governmental organizations, business and industry, and the media: all of which play an important role in disseminating information about how we can achieve a more sustainable future. RCEs provide a forum for these stakeholders to share information and experiences and to promote dialogue and partnerships for sustainable development.

Each RCE is expected to work towards achieving the four major goals of ESD:

- **re-orient education towards sustainable development (SD)**, covering existing programmes/subjects from the point of ESD and designing an integrated SD curricula. ESD programmes are tailored to address issues and local context of the community in which they operate;
- **increase access to quality basic education** that is most needed in the regional context;
- **deliver training programmes** for all levels of society and to develop methodologies and learning materials for them;
- **lead advocacy and awareness raising efforts** on the importance of educators and the essential role of ESD in achieving a sustainable future. RCEs promote the long-term goals of ESD, such as environmental stewardship, social justice, and improvement of the quality of life.

Toronto was invited to join the international RCE network in March 2005.

2. Toronto RCE Vision

All organizations concerned with a sustainable future for the Toronto are committed to education for sustainable development, and work cooperatively with one another to ensure that resources for ESD are maximized, and that all sectors of society—regardless of age, income, gender, or culture—have access to ESD curriculum and programming.

3. Purpose & Objectives

The Toronto RCE is a coalition of formal, informal, and non-formal educators collaborating to promote the objectives of the UN Decade for Education for Sustainable Development in the Toronto region, and in doing so, empower students, the general public, and professionals to transform the Toronto region to a sustainability-oriented society.

3.1 Objectives

Over the long-term, the Toronto RCE will seek to improve education for sustainable development in the Toronto region so that:

- Public awareness and understanding of sustainable development is enhanced;
- The quality of public education is improved by enhancing the availability of sustainable development learning opportunities;
- Torontonians recognize and change their behaviour and consumption patterns to more sustainable patterns;
- More specialized professional learning programs focused on sustainability issues are made available.

The short-term objectives of the Toronto RCE include:

- Identifying and forming a working coalition of “messengers” of education for sustainable development (ESD);
- Identifying specific ESD themes and activities that the Toronto RCE will focus on;
- Taking an inventory of ESD initiatives within Toronto to help build collective knowledge about local resources;
- Engaging in evaluation activities, including self-assessment, to assess the degree to which ESD activities are successful.

4. Governance

4.1 Steering Committee

The Toronto RCE is governed by a Steering Committee consisting of institutions in the Toronto region with a commitment to education for sustainable development, with sustainable development activities in the Toronto region, and are willing to sign the Memorandum of Understanding governing the Toronto RCE.

A Memorandum of Understanding between Steering Committee members defines the governance, management, and administration of the Toronto RCE.

4.2 Expectations of Steering Committee Members

- Attend meetings (a minimum of three meetings annually);
- Be transparent about interests and needs;
- Comply with the Partnership Principles listed in Appendix 1;
- Work collaboratively to identify ESD partnership opportunities with other Steering Committee members, as well as with other RCE stakeholders not represented on the Steering Committee;
- Declare conflicts of interest, if any;
- Promote the objectives of the Toronto RCE within their own organizations, and work to enhance their own organization's ESD programming.

4.3 Steering Committee Chair

The Steering Committee will elect a Chair to oversee the operations of the Steering Committee, and to take a lead role in determining strategic priorities for the Toronto RCE. It is proposed that the Chair will be elected by the Steering Committee on an annual basis.

Expectations of Chair:

- Support collaborative group process and outcomes;
- Chair Toronto RCE Steering Committee meetings;
- Set meeting agendas in consultation with other Steering Committee members;
- Represent the Toronto RCE at events and meetings as required;
- Assist in expanding membership of the Toronto RCE to be inclusive of all sustainability perspectives, including environmental sustainability, economic prosperity, and social equity;
- When necessary, play a leadership role in identifying funding opportunities to support RCE initiatives.

4.4 RCE Secretariat

The RCE Secretariat is based at the City of Toronto Environment Office, and is responsible for managerial, operational and administrative functions. The City of Toronto Environment Office is providing staff support to coordinate RCE activities, including initial meetings and developing a governance structure.

Role of the Secretariat:

- To make Toronto RCE meeting arrangements;
- To coordinate agendas for Toronto RCE meetings;
- To record and distribute meeting minutes;
- To manage communications with the RCE Secretariat at the United Nations University in Japan;
- To develop and maintain a list of Toronto RCE stakeholders and disseminate information as needed;
- To provide support to the Toronto RCE Steering Committee and sub-committees as time and resources allow.

4.6 Sub-Committees & Working Groups

The Steering Committee has the authority to establish sub-committees and working groups for specific tasks. Sub-committees and working groups may include experts or organizations from outside the Steering Committee, who share the objectives of the Toronto RCE.

4.7 National, Provincial and International Linkages

The local activities of the Toronto RCE will be linked to complementary activities at the provincial, national and international levels. At the international level, the Toronto RCE will contribute to the “Global Learning Space for Sustainable Development” being coordinated by the UN University. The Global Learning Space will support linkages and sharing between RCEs from around the world. Activities of the Global Learning Space will involve curriculum development, north-south networking, strategic planning in educational planning and policy, capacity building in problem-based scientific research, and learning and other programmes.

At the national level, the Toronto RCE will contribute to Canada’s response to the UN Decade for Sustainable Development through collaboration with Environment Canada. Environment Canada is providing guidance and support to various ESD initiatives—including an emerging network of Canadian RCEs—that help to empower Canadians to make sustainable choices as citizens and consumers. To ensure information sharing and to develop collaborative activities, a representative of Environment Canada will be included on the Toronto RCE Steering Committee.

Provincially, the Toronto RCE will work closely with the Education Alliance for a Sustainable Ontario (EASO). EASO is one of seven provincial/territorial working groups initiated in 2005 to foster a culture of ESD at the provincial level. A representative of EASO will be included on the Toronto RCE Steering Committee to ensure ongoing cooperation and maximization of resources.

The diagram below illustrates the relationships with local, national, and international RCE stakeholders.

