

**Memorandum of Understanding**  
**between**  
**the secretariat of the United Nations Framework Convention on Climate Change,**  
**the Kyoto Protocol and the Paris Agreement**  
**and**  
**the United Nations Economic and Social Commission for Asia and the Pacific**

This Memorandum of Understanding (MOU) is entered into between the secretariat of the United Nations Framework Convention on Climate Change (UNFCCC), the Kyoto Protocol and the Paris Agreement (herein referred to as the "UN Climate Change secretariat"), located in Bonn, Germany, and the United Nations Economic and Social Commission for Asia and the Pacific (herein referred to as "ESCAP"), located in Bangkok, each a Party and collectively referred to as the "Parties".

**Whereas**, the UN Climate Change secretariat, an international treaty body institutionally-linked to the United Nations, established by the UNFCCC and governed by the Conference of the Parties, is mandated to, among others facilitate assistance to the Parties, particularly developing countries, on request, support implementation of the Convention, the Kyoto Protocol and the Paris Agreement and provide organizational support and technical expertise to the climate change negotiations and institutions as well as facilitation of the flow of authoritative information;

**Whereas**, with the entry into force of the Paris Agreement, the UN Climate Change secretariat is focused on supporting implementation of the Paris Agreement, Nationally Determined Contributions (NDCs), National Adaptation Plans and climate action at the national and local levels in the context of sustainable development;

**Whereas**, ESCAP is the regional development arm of the United Nations for the Asia-Pacific region and has, in the field of climate change, the mandate to foster regional cooperation and partnerships to respond to the climate change challenge in the Asia-Pacific region, including *inter alia*, by promoting capacity-building of member States, in particular least developed countries and small island developing States, regarding climate change and climate resilience through policy dialogues and the sharing of experiences and information;

**Whereas**, ESCAP has been supporting the implementation of the Paris Agreement, by strengthening collaboration with relevant United Nations bodies and specialized agencies, regional and subregional organizations as well as non-governmental organizations;

**Whereas**, the Parties building on their collaboration and their collective pledge to improve the coherent delivery of support to actions directed at protecting the planet and ensuring a low-emission climate resilient world in the context of the 2030 Agenda for Sustainable Development and the Paris Agreement, intend to provide a framework to solidify and further develop the strong linkages between them and identify strategic opportunities to jointly support activities aimed at jointly achieving the objectives of the Paris Agreement and Sustainable Development Goals (SDGs);

**Now, therefore**, the UN Climate Change secretariat and ESCAP agree to conclude this MOU which sets out the terms and conditions of their relationship.

## Article 1: Purpose and scope

1.1 The purpose of this MOU is to provide a framework for strategic collaboration between the UN Climate Change secretariat and ESCAP in the areas of mutual interest with respect to:

- (a) **Climate Leadership:** Strengthening climate change leadership and engagement of key stakeholders in line with the ultimate objectives of the Paris Agreement at both regional and national levels;
- (b) **Awareness Raising:** Raising awareness, knowledge sharing and capacities of a wide range of stakeholders on climate change matters and opportunities with respect to the implementation of the Paris Agreement including by jointly organising the Asia-Pacific Climate Week, catalytic roundtables and network functions and also where feasible during ESCAP and UNFCCC conferences;
- (c) **Policy Coherence:** Facilitating the implementation of the Paris Agreement and NDCs in the context of the region's processes and efforts to implement the 2030 Agenda for Sustainable Development, especially through the Regional Roadmap for Implementation of the 2030 Agenda for Sustainable Development as well as regional efforts on Financing for Development;
- (d) **Capacity Building:** Building on existing initiatives, identify and implement joint activities that strive to demonstrate leadership, enhance the skills and capacity, and promote collaboration of public and private sector to implement country-driven mitigation and adaptation activities, facilities, etc. and exchange information on these activities, disseminating lessons learned and successful approaches;
- (e) **Knowledge:** Developing knowledge products, tools, reports, webinars, training sessions etc. that support member States in developing policy frameworks and investment plans for integrated implementation of the Paris Agreement and NDCs with the 2030 Agenda for Sustainable Development and SDGs, including by mobilizing the private sector;
- (f) **Fundraising:** Joint fundraising to support the successful execution of Collaboration Projects under this MOU.

1.2. The priority areas for strategic collaboration under this MOU may be jointly reviewed by the Parties, in accordance with the provisions under Article 5 below, to allow the Parties to respond to newly emerging issues or priorities in areas of common interest.

## Article 2: General Responsibilities of the Parties

2.1 Each Party shall:

- (a) Conduct its operations with due diligence and efficiency, in accordance with sound technical, financial, managerial and environmental standards and practices applicable to them;
- (b) Ensure that its employees, agents, contractors and subcontractors, including technical experts and consultants, possess the technical and professional qualifications and competencies necessary to perform its obligations under the MOU in a professional manner;

- (c) Neither seek nor accept instructions from any authority external to the UN Climate Change secretariat or ESCAP regarding matters connected with the implementation of this MOU or any Collaboration Project;
- (d) Refrain from any action which may adversely affect the interest of the ESCAP or the UN Climate Change secretariat and shall fulfil its commitments with fullest regard to this interest.

### **Article 3: Implementation**

3.1 Specific Collaboration Projects in one or more areas of collaboration may be agreed between the Parties in writing in accordance with this Article 3 through signing of a Collaboration Project Document, the template of which is attached as Annex 1.

3.2 Each Collaboration Project may contain one or more areas of collaboration, including, but not limited to, the terms of reference for its implementation, clear deliverables and obligations of each Party, and the time frames for delivery.

3.3 Each Collaboration Project Document shall be sequentially numbered and signed by duly authorized representatives of both Parties.

3.4 Each duly signed Collaboration Project Document shall form an integral part of this MOU and, unless expressly provided otherwise, a reference to this MOU constitutes, at the same time, a reference to all the Collaboration Project Documents.

3.5 If a Collaboration Project includes a joint publication, a separate co-publishing agreement would need to be entered into by the Parties.

3.6 Each Collaboration Project shall specify the name and contact details of a staff member from each Party who shall be responsible for that Collaboration Project (the "Project Manager"). Each Project Manager shall be responsible for:

- (a) Ensuring that the Collaboration Project produces the results specified;
- (b) Ensuring that the Collaboration Project meets the required quality standards;
- (c) Ensuring that the Collaboration Project delivers within the agreed timetable;
- (d) Communicating with their counterpart, as appropriate, to ensure the above;
- (e) Ensuring that their respective Focal Point is kept fully informed of the progress of that Collaboration Project, including by promptly highlighting any potential dispute, controversy or claim relating to or arising from activities under the Collaboration Project.

3.7 In the event of a conflict between the terms of this MOU and the terms of a specific Collaboration Project annexed hereto, the terms of this MOU shall prevail.

### **Article 4: Financial Aspects**

4.1 There shall be no funding commitment imposed on either Party as a result of collaboration activities undertaken pursuant to this MOU. Each Party will implement its obligations arising from collaboration activities agreed in accordance with Article 3 above at its own cost.

4.2 Any collaboration activities involving transfer of funds from one Party to the other shall be carried out on the basis of additional written agreements between the Parties in accordance with their respective rules and regulations.

4.3 For the avoidance of doubt, there is no transfer of funds between the Parties under this MOU.

#### **Article 5: Organization of Cooperation, MOU focal points and communications**

5.1 The Parties shall hold regular bilateral meetings on matters of common interest, in accordance with an agenda agreed to in advance by the Parties, for the purpose of developing and monitoring Collaborative Projects. Such meetings shall take place at least once every four months to:

- (a) discuss technical and operational issues related to furthering the objectives of this MOU; and
- (b) review progress of work undertaken by both Parties pursuant to the Collaboration Projects referred to in Article 3.1.

5.2 The Parties each designate the following focal points to oversee the proper implementation of this MOU and to have the regular discussions about the status of activities referred to in Article 5.1 above:

- (a) The UN Climate Change secretariat: Mr. James Grabert, Director Sustainable Development Mechanisms programme, UNFCCC secretariat, JGrabert@unfccc.int;
- (b) ESCAP: Mr. Stefanos Fotiou, Director, Environment and Development Division, ESCAP, fotiou@un.org;  
with copy to: Mr. Adnan H. Aliani, Director, Strategy and Programme Management Division, ESCAP, escap-spm@un.org.

5.3 The Parties shall keep each other informed of all relevant activities pertaining to this MOU and the Focal Points shall hold regular consultations at mutually agreed intervals in order to evaluate the implementation of this MOU and Collaboration Projects. The Parties may revise current or potential collaboration, as appropriate.

5.4 Any notice or other communication required or made pursuant to this MOU shall be in writing and shall be deemed duly and properly given if and when sent by registered mail, or email to the Focal Point of the relevant Party or at such other address as the Parties shall specify in writing from time to time.

#### **Article 6: Legal Relationship**

6.1 The collaboration between the Parties under this MOU is on a non-exclusive basis. Nothing in this MOU or the collaboration undertaken pursuant to this MOU shall be construed as creating or implying a joint venture, employment, franchise, agency, or any other form of legal relationship/association between the Parties.

6.2 The personnel, agents or contractors of ESCAP shall not be considered in any respect or for any purposes whatsoever as being the employees or agents of the UN Climate Change secretariat, nor shall any personnel, representatives or other affiliates of the UN Climate Change secretariat be considered, for any purposes whatsoever, as being employees or agents of ESCAP.

6.3 Save as expressly provided for in this MOU, this MOU does not in any way commit either Party to financial or human resource obligations.

6.4 This MOU shall not be construed to interfere in any way with the independent decision-making autonomy of the Parties to affect or waive the provisions of their organizational documents, policies, procedures or similar documents. Each Party shall carry out its responsibilities and obligations under this MOU in accordance with its respective regulations, rules, policies and procedures, and decisions of its governing bodies.

#### **Article 7: Intellectual Property Rights**

7.1 The UN Climate Change secretariat and ESCAP shall agree separately in each case regarding the ownership of any intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which are developed under this MOU.

7.2 The UN Climate Change secretariat and ESCAP shall have equal right to use and distribute the products, materials and documents that are developed under this MOU, and shall make mention of each other as co-publishers of such products, materials and documents in all promotional materials.

7.3 All other intellectual property rights not otherwise specified in this MOU shall be agreed upon in writing between the UN Climate Change secretariat and ESCAP.

#### **Article 8: Confidentiality**

8.1 The handling of information shall be subject to UN corporate confidentiality policies.

8.2 The Parties undertake to keep confidential, and not to disclose to any third party without the written agreement of the other Party, all confidential information exchanged between them in connection with this MOU.

8.3 For purposes of this MOU, "confidential information" means all financial, technical, operational, commercial, staff, management and other information, data, experience and knowledge of either Party which is disclosed to the other Party and identified as confidential information.

8.4 The Parties may disclose confidential information to the extent as required pursuant to the Charter of the United Nations, or pursuant to resolutions or regulations of the UN General Assembly or rules promulgated thereunder, or as required by the Parties to the UNFCCC, the Kyoto Protocol and the Paris Agreement.

### **Article 9: Liability**

9.1 Each Party shall be solely responsible for the manner in which it carries out its part of the collaborative activities under the MOU. Thus, a party shall not be responsible for any loss, accident, damage or injury suffered or caused by the other Party, or that other Party's staff or sub-contractors, in connection with, or as a result of, the collaboration under this MOU.

9.2 The Parties shall make appropriate arrangements to cover liability risks for any collaborative activities pursuant to this MOU, if and to the extent any such risks are identified by the Parties.

### **Article 10: Dispute Settlement**

10.1 Any disputes between the Parties arising out of this MOU shall be settled amicably through negotiation by the Focal Points. Any difference that may not be so settled shall be brought to the attention of the heads of the Organizations of this MOU or duly authorized representatives of the Parties for final resolution.

### **Article 11: Privileges and Immunities**

11.1 Nothing in or relating to this MOU shall be deemed a waiver, express or implied, of any of the privileges and immunities of the Parties.

### **Article 12: Use of names and logos and acknowledgement**

12.1 ESCAP and UN Climate Change secretariat agree that the use of emblems or logos of each organization in documentation related to cooperation will be in accord with the current policies of each organization concerning such usage.

12.2 The Parties may make a reference to the collaboration under this MOU, including through a press release or a public statement, subject to a prior agreement of the Parties.

### **Article 13: Miscellaneous**

13.1 **Modifications:** This MOU may be amended only by written agreement of the Parties.

13.2 **No Assignment:** Neither Party shall assign or transfer any obligation arising under this MOU without the prior written consent of the other Party. Any assignment shall not relieve the transferring / assigning Party of any obligation arising under this MOU.

13.3 **Entire agreement and no waiver:** This MOU and its Annexes represent the entire agreement and understanding between the Parties with respect to the subject matter thereof. No waiver of any provision of this MOU shall be deemed to be a waiver of any other provision of this MOU and its Annexes.

**13.4 Termination:**

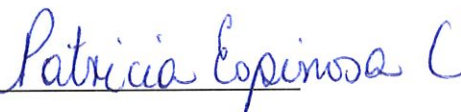
- (a) Either Party may terminate this MOU upon thirty (30) days prior written notice to the other Party in accordance with Article 5.4 (notice article).
- (b) In the event of termination of this MOU, the Parties shall take all necessary actions as required to promptly and in an orderly and cost-effective manner terminate any collaboration activity being carried out under this MOU.
- (c) The termination of this MOU shall not relieve either Party of any obligations which have accrued prior to such termination.

**13.5 Entry into force and duration:** This MOU shall become effective when signed by both Parties. This MOU shall remain valid until 31 December 2023 unless otherwise terminated in accordance with this MOU.

**13.6 Survival:** article 6 (Legal Relationship); article 7 (Intellectual Property Rights); article 8 (Liability); article 10 (Dispute Settlement); article 11 (Privileges and Immunities); article 12 (Use of Names and Logos); and the obligations arising thereunder, shall not lapse on the termination or expiration of this MOU.

**In witness whereof,** the undersigned, being duly authorized to that effect, have signed this Memorandum of Understanding in duplicate in two counterparts, each of which shall be deemed an original and which together constitute one and the same instrument.


**For**  
**The secretariat of the United Nations**  
**Framework Convention on Climate Change,**  
**the Kyoto Protocol and the Paris Agreement**

By: 

Name: Patricia Espinosa  
Title: Executive Secretary of UNFCCC

Date: 31 August 2018

**For**  
**The United Nations Economic and Social**  
**Commission for Asia and the Pacific**

By: 

Name: Hongjoo Hahm  
Title: Officer-in-Charge of ESCAP

Date: 31 August 2018

Annex 1

TEMPLATE FOR COLLABORATION PROJECTS

Collaboration Project Number [XX]

under

Memorandum of Understanding between

the United Nations Framework Convention on Climate Change (UNFCCC), the Kyoto Protocol and the Paris Agreement

and

United Nations Economic and Social Commission for Asia and the Pacific (ESCAP)

1. Memorandum of Understanding

This document, when duly signed, forms a part of the Memorandum of Understanding between the secretariat of the United Nations Framework Convention on Climate Change, the Kyoto Protocol and the Paris Agreement (the "UN Climate Change secretariat") and the United Nations Economic and Social Commission for Asia and the Pacific ("ESCAP"), collectively referred to as the "Parties", dated 31 August 2018 (the "MOU"). Obligations set out in the MOU apply to this Collaboration Project. Terms used but not defined in this Collaboration Project have the meaning given to them in the MOU. The general terms and conditions of the MOU are incorporated into this Collaboration Project by reference.

2. Basic Collaboration Project Information

|   |  |
|---|--|
| Parties:  |  |
| Project name:   |  |
| Project duration:   |  |
| Start date:   |  |
| Target deadline for completion:                                     |  |
| Geographical scope (if applicable):                                 |  |
| Implementing partner(s) (if applicable):                            |  |
| Substantive scope:  |  |
| Maximum cost of the Collaboration Project: (in USD)                 | [Insert details of which Party is paying and what amount is to be paid or put N/A. In the case that there is funding from one party to the other, please make reference to the funding agreement that is to be concluded separately per Article 4.2 of the MOU.] |
| Maximum contribution of the UN Climate Change secretariat: (in USD) | [Insert in kind contribution and any financial contribution<br>[Insert activities to be undertaken by the UN Climate Change secretariat]   |



|                                 |   |
|---------------------------------|---|
| Maximum cost of ESCAP: (in USD) | [Insert in kind contribution and any financial contribution]<br>[Insert activities to be undertaken by ESCAP] |
|---------------------------------|---|

3. Objective
4. Scope
5. Deliverables [If there is a joint publication, a separate co-publishing agreement is required to be entered into as per Article 3.5 of the MOU.]
6. Timelines for Deliverables
7. Project Manager

| Name of Project Manager               | Email | Telephone |
|---------------------------------------|-------|-----------|
| For the UN Climate Change secretariat |       |           |
| For ESCAP:                            |       |           |

8. Intellectual Property

[If relevant, specify]. The Parties acknowledge that Article 7 of the MOU (Intellectual Property Rights) shall apply to this Collaboration Project.

9. Third party funding [delete if not applicable to the Collaboration Project]

In relation to this Collaboration Project, the Parties acknowledge that funding is provided by [XXXXXXXX] in accordance with the agreement(s) entitled [XXXXXXXX] dated [XXXXXX].

For the UN Climate Change secretariat:

\_\_\_\_\_

Date:

For ESCAP:

\_\_\_\_\_

Date: