



INCCCETT 4CB

**INTERNATIONAL CLIMATE CHANGE CENTERS
OF EXCELLENCE AND THINK THANKS FOR CAPACITY BUILDING**

MEMORANDUM OF UNDERSTANDING for the creation of INCCCETT 4 CB

**(International Network of Climate Change Centres of Excellence and Think
Tanks for Capacity Building)**

1. Purpose of the Memorandum

The Centre de Compétences Changement Climatique (**4C Maroc**), the Inter American Institute for Global Change Research (**IAI**), the Basque Centre for Climate Change (**BC3**), the Institut du Développement Durable et des Relations Internationales (**IDDR**), the Brazilian Research Network on Climate Change (**Rede Clima**), the Center for Climate and Resilience Research of Chile (**CR**)², the International Research Institute for Climate and Society of Columbia University (**IRI**), German Development Institute / Deutsches Institut für Entwicklungspolitik (**DIE**), the Stockholm Environment Institute (**SEI**), the International Institute for Sustainable Development (**IISD**), the African Centre for Technology Studies (**ACTS**), the International Centre for Climate Change and Development (**ICCCAD**) and the Centre for International Sustainable Development Law (**CISDL**), hereinafter collectively referred to as “Parties”, have agreed to collaborate in the framework of the **International Climate Change Centres of Excellence and Think Tanks for Capacity Building (INCCCETT 4CB)** to enhance coherence, improve coordination and promote collaboration among major global centres of excellence and think tanks, with a view of enhancing the impact of capacity building activities. This Memorandum of Understanding (MoU) describes their understandings and commitments to this collaborative effort.

2. Interpretation

References to this MOU shall be construed as including any Annexes, as varied or amended in accordance with the terms of this MOU. Any Annexe shall be subject to the provisions of this MOU, and in case of any inconsistency between an Annex and this MOU, the latter shall prevail.

Implementation of any subsequent activities, projects and programmes pursuant to this MOU, including those involving the transfer of funds between the Parties, shall necessitate the execution of appropriate legal instruments between the Parties. The terms of such legal instruments shall be subject to the provisions of this MOU.

This MOU represents the complete understanding between the Parties and supersedes all prior MOUs, communications and representations, whether oral or written, concerning the subject matter of this MOU. Any Party's failure to request implementation of a provision of this MOU shall not constitute a waiver of that or any other provision of this MOU.

3. Scope:

The Parties will work together to:

- Catalyse climate action for the design and implementation of Nationally Determined Contributions (NDCs) in all countries, through enhanced South-South-North collaboration between think tanks and centres of excellence, responding to the needs of policy-makers at all levels;
- Enhance and scale up the impact of capacity building, through enhancing outreach and focusing on practices that result in long-lasting impact;
- Become a credible and trusted source of information for NDC implementation and other activities under the United Nations Framework Convention on Climate Change (UNFCCC) and the Paris Committee on Capacity Building (PCCB);
- Establish a bridge between science and policy making, including the co-design / co-creation of relevant knowledge;
- Provide a state-of-the-art scientific evidence base for capacity building and implementation of NDCs under the Paris Agreement that entered into force on November 4th 2016; and
- Explore and promote the linkages between NDCs and Sustainable Development Goals (SDGs) in the context of a long-term perspective.
- With special focus on:
 - Exploring new models for building capacity capitalizing on existing research, knowledge and training capacities;
 - Promoting the continuous contribution of think tanks and centres of excellence in the design and implementation of NDCs;
 - Contributing to existing international and regional initiatives on NDC design and implementation;
 - Promoting collaboration between think tanks and centres of excellence to ensure that research, knowledge and training are of greatest relevance to policy-makers;
 - Developing approaches and tools to assess the effectiveness of capacity building activities;
 - Providing information and capacity building, and support climate services, through meetings, consultations, working papers and other means of communication.

The scope of the collaboration may be amended by agreement in writing between all the Parties collectively.

4. Duration

This MOU shall be effective upon the last date of signature of the approving officials and remain in force for a five-year period. The duration may be amended by agreement in writing between all the Parties collectively.

5. Decision-making structure & authority

All significant decisions regarding the collaboration will require agreement by all Parties. Significant decisions will include decisions regarding eligibility for services provided through collaboration, the nature of the services to be provided, and decisions regarding seeking and using funding to carry out collaboration activities.

The Parties will each identify one person within their own organization to serve on the Steering Committee for the collaboration. Each member of the Steering Committee will be authorized to represent their organization in joint collaborative decision-making. Each organization will be responsible for ensuring that the person granted authority to represent their organization is kept informed regarding the operation of the collaboration and the identification of issues for joint discussion. Each participating organization will make all Parties to the collaboration aware of any limits in the authority of their representative to bind their organization to collaborative decisions and will establish a clear process for their representative to use to become fully capable of committing the organization.

The Steering Committee will agree upon an effective structure for operational management of collaborative activities and efforts. Each member of the Steering Committee will keep their organization informed of collaborative progress and actively seek feedback regarding the collaboration from within their organization. Steering Committee members will regularly discuss the progress of the collaborative effort and regularly share feedback from their respective organizations in order to ensure clear communication, issue identification, and problem resolution.

6. Legal & financial structure:

The Parties agree that the secretariat will be a 2-year rotatory mandate (with the possibility to extend as many mandates as necessary). The secretariat will represent INCCETT 4 CB in events, strive to implement the vision with key projects and initiatives, encourage and facilitate the correct and efficient functioning of the network and contribute to the establishment of partnerships with a view to promote and safeguard the interests of INCCETT 4 CB's objectives and members. The Parties agree that the secretariat, after positive feed-back from the Steering Committee, will have the capacity to sign Memorandums of Understandings on behalf of the network provided that no additional liability is extended to the other members.

The Parties agree that 4C Maroc will hold the secretariat for the first mandate.

Upon agreement of the Steering Committee, any of the organisations can serve as lead agency for the purposes of seeking, receiving, and managing funding for collaborative activities. The organisation leading an application for funding will be approved through a joint decision-making process. The organisation leading an application further agrees that if proposals for collaborative funding are only partially funded, the Steering Committee of the collaboration will determine priorities for the use of funds awarded.

The organisation leading an application agrees that it will enter into subcontract agreements with the rest of the Parties involved in each project application, specifying the funding the organisation leading an application will provide to each organization

and the deliverables which each organization will provide to the collaboration. Recognizing that the organisation leading an application will be responsible to the funder for the management of funds and achievement of collaboration goals, the rest of the organisations agree that the organisation leading an application must have final authority over the administration of the subcontract agreements. However, all the organisations agree that to the greatest extent feasible, the organisation leading an application will consult with and abide by the joint decisions of the Steering Committee.

The Parties agree that the association will have two co-chairs to be identified among Steering Committee members and reflecting a geographical balance. The co-chairs will represent INCCETT 4 CB in meetings, along with the Secretary General, provide the association with a vision with key projects and initiatives, guard the correct and efficient functioning of the governing bodies and organisational roles of the network, maintain the communication and dialogue between members and contribute to the establishment of partnerships with a view to promote and safeguard the interests of INCCETT 4 CB's objectives and those of members. Co-Chairs will be a rotatory 2 year mandate (with the possibility to extend as many mandates as deemed necessary).

7. Resource Commitment to the Collaboration

Each participating organization has agreed to consider the commitment of resources to the collaboration as appropriate. All participating organizations will consider the following contributions:

- The time and effort required for consistent representation of and participation by the organization on the Steering Committee;
- Careful attention to risk assessment and risk mitigation including maintaining appropriate insurance coverage;
- The resources of their organization required to ensure fulfilment of specific commitments described below.

Specifically, each organization will consider the provision of the necessary resources to ensure timely delivery of specific services required under each funded activity to at least the standard expected by our funding bodies.

8. Risk management strategies

The Parties agree that the Steering Committee will complete an initial risk assessment for the work to be carried out through the collaboration and will regularly update the assessment as the collaboration is expanded or changed, and review both the analysis and the risk mitigation strategies at least annually.

9. Accountability process and problem solving

The Steering Committee will meet regularly to jointly evaluate the collaborative, including its progress toward meeting collaborative goals. The Parties are committed to open communication with each other with regard to strengths and limitations in the collaboration. The Steering Committee will work together to address weaknesses and to improve outcomes.

10. Addition of new participating organizations

The Steering Committee may recommend the addition of other organizations or governmental bodies, both from developing and developed countries, to the collaboration. Upon the agreement of the Parties, additional organizations or governmental entities may be invited to participate in the collaboration. If the invited

organizations/entities decide to participate, the Parties will amend this MoU to include all participating organizations, with all participating organizations sharing equally in the rights and responsibilities described in this MoU.

11. Fund raising

To the extent permitted by the Parties' respective regulations, rules and policies, the Parties may engage, as appropriate in fundraising from the public and private sectors to support the activities, projects and programmes to be developed or carried out pursuant to this MOU.

Neither Party shall engage in fundraising with third parties in the name of or on behalf of the other, without the prior express written approval of the other Party in each case.

12. Intellectual Property Rights

Nothing in the MOU shall be construed as granting or implying rights to, or interest in, intellectual property of the Parties.

In the event that the Parties foresee that intellectual property that can be protected shall be created in relation to a particular activity, project or programme to be carried out under this MOU, the Parties shall negotiate and agree on terms of its ownership and use in the relevant legal instrument.

13. Use of Name and Emblem

Neither Party shall use the name, emblem or trademarks of the other Party, its subsidiaries and/or affiliates, or any abbreviation thereof, in connection with its business or for public dissemination without the prior expressly written approval of the other Party in each case. In no event shall authorization of the emblems be granted for commercial purposes or for use in any manner that suggests an endorsement by the Parties' products, business practices or services.

The Parties agree to recognize and acknowledge this partnership, as appropriate. To this end, the Parties shall consult with each other concerning the manner and form of such recognition and acknowledgement.

14. Confidentiality

The handling of information shall be subject to each Party's corporate confidentiality policies.

With the exception for information properly in, or come into, the public domain, the Parties agree to keep confidential all information and other matters contained in or arising from this MOU, and not to disclose any such confidential information to any person unless otherwise expressly provided by this MOU, or unless the Party is obliged to do so by law or ordered to do so by a court of competent jurisdiction.

Before disclosing internal documents, or documents that by virtue of their content or the circumstances of their creation or communication must be deemed confidential, of the other Party to third parties, each Party shall obtain the express, written consent of the other Party. However, a Party's disclosure of another Party's internal and/or confidential documents to an entity the disclosing Party controls or with which it is under common control, or to an entity with which it has a confidentiality agreement, shall not be considered a disclosure to a third party, and shall not require prior authorization.

15. Dispute Settlement

The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of this MOU. Where the Parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the United Nations Commission on International Trade Law (UNCITRAL) Conciliation Rules then prevailing, or according to such other procedure as may be agreed between the Parties.

Any dispute, controversy or claim between the Parties arising out of this MOU which is not settled amicably in accordance with the foregoing sub-article may be referred by either Party to arbitration under the UNCITRAL Arbitration Rules then in force. The arbitral tribunal shall have no authority to award punitive damages. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

16. Termination of this MoU

Either Party may terminate this MOU by giving 3 months' prior written notice to the Steering Committee.

Upon termination of this MOU, the rights and obligations of the Parties defined under any other legal instrument executed pursuant to this MOU shall cease to be effective, except as otherwise provided in this MOU.

Any termination of the MOU shall be without prejudice to (a) the orderly completion of any ongoing collaborative activity and (b) any other rights and obligations of the Parties accrued prior to the date of termination under this MOU or legal instrument executed pursuant to this MOU.

17. Extension or amendment of this MoU

This MoU may be extended or amended only through unanimous agreement by the Parties. The decision to amend or extend the MoU, and language describing the agreed upon changes, shall be documented in writing, including the date of the amendment/extension, and the signatures of the chief operating officers of each participating organization.

This agreement was unanimously adopted by designated representatives of the Parties on May 7, 2018. The signature of the chief executive officer, director or authorised person of each participating organization below, represents the full commitment of their organization to participate actively in the collaboration and implement fully all elements in this MoU.

**MEMORANDUM OF UNDERSTANDING
for the creation of INCCETT 4 CB**

(International Network of Climate Change Centres of Excellence and Think Tanks for Capacity Building)

Signature for the
Centre de Compétences Changement Climatique



Nezha EL OUAFI
La Présidente / The President
4C MAROC

On behalf of 4C Maroc

Rabat, 29 June 2018
Date, Location

**MEMORANDUM OF UNDERSTANDING
for the creation of INCCETT 4 CB**

(International Network of Climate Change Centres of Excellence and Think Tanks for Capacity Building)

Signature for the

Basque Centre for Climate Change



BASQUE CENTRE
FOR CLIMATE CHANGE
Klima Aldaketa Ikergai

A handwritten signature in black ink, consisting of a large, stylized 'S' followed by a horizontal line and a loop.

On behalf of BC3

Bonn, 7 Aug 2018
Date, Location

**MEMORANDUM OF UNDERSTANDING
for the creation of INCCETT 4 CB**

(International Network of Climate Change Centres of Excellence and Think Tanks for Capacity Building)

Signature for the

Institut du Développement Durable et des Relations Internationales

IDDRI

DÉVELOPPEMENT DURABLE &
RELATIONS INTERNATIONALES

Par délégation
La Secrétaire générale
Lisa DACOSTA



On behalf of IDDRI

IDDRI

 SciencesPo.

**Institut du développement durable
et des relations internationales**

27 rue Saint Guillaume – 75337 Paris Cedex 07
Tél : 33 (0)1 45 49 76 60 – Fax : 33 (0)1 45 49 76 85
www.iddri.org – iddri@iddri.org

Paris, 04/07/18

Date, Location

**MEMORANDUM OF UNDERSTANDING
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(International Network of Climate Change Centres of Excellence and Think Tanks for Capacity Building)

Signature for the

German Development Institute / Deutsches Institut für Entwicklungspolitik

d.i.e

Deutsches Institut für
Entwicklungspolitik



German Development
Institute

Ulrike Scholz
On behalf of DIE

7.5.18 Bonn
Date, Location

**MEMORANDUM OF UNDERSTANDING
for the creation of INCCETT 4 CB**

(International Network of Climate Change Centres of Excellence and Think Tanks for Capacity Building)

Signature for the

Centre for International Sustainable Development Law



Ayman Charkani
On behalf of CISDL

05/07/2018 Bonn
Date, Location

**MEMORANDUM OF UNDERSTANDING
for the creation of INCCETT 4 CB**

(International Network of Climate Change Centres of Excellence and Think Tanks for Capacity Building)

Signature for the

Stockholm Environment Institute



A handwritten signature in blue ink, appearing to read 'Ms. [unclear]', written over a horizontal line.

On behalf of SEI

16/05/18 Stockholm

Date, Location

**MEMORANDUM OF UNDERSTANDING
for the creation of INCCETT 4 CB**

(International Network of Climate Change Centres of Excellence and Think Tanks for Capacity Building)

Signature for the

Inter American Institute for Global Change Research



On behalf of IAI

07-05-2018

Date, Location

**MEMORANDUM OF UNDERSTANDING
for the creation of INCCETT 4 CB**

(International Network of Climate Change Centres of Excellence and Think Tanks for Capacity Building)

Signature for the

Center for Climate and Resilience Research of Chile



Juan Velasco A

On behalf of CR²

Santiago, 16/5-2018.

Date, Location

**MEMORANDUM OF UNDERSTANDING
for the creation of INCCETT 4 CB**

(International Network of Climate Change Centres of Excellence and Think Tanks for Capacity Building)

Signature for the

International Research Institute for Climate and Society of Columbia University



International Research Institute
for Climate and Society
EARTH INSTITUTE | COLUMBIA UNIVERSITY

Lisa Goddard, Director

On behalf of IRI

11 June, 2018

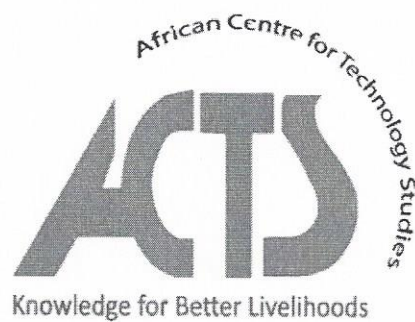
Date, Location

**MEMORANDUM OF UNDERSTANDING
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(International Network of Climate Change Centres of Excellence and Think Tanks for Capacity Building)

Signature for

African Centre for Technology Studies



On behalf of ACTS

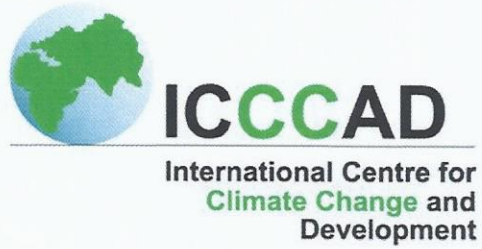
Date, Location

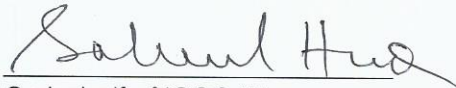
**MEMORANDUM OF UNDERSTANDING
for the creation of INCCETT 4 CB**

(International Network of Climate Change Centres of Excellence and Think Tanks for Capacity Building)

Signature for

International Centre for Climate Change and Development




On behalf of ICCCAD

23rd July 2018 Dhaka
Date, Location Bangladesh

**MEMORANDUM OF UNDERSTANDING
for the creation of INCCETT 4 CB**

(International Network of Climate Change Centres of Excellence and Think Tanks for Capacity Building)

Signature for

International Institute for Sustainable Development



On behalf of IISD

June 4, 2018

Ottawa, ON, Canada

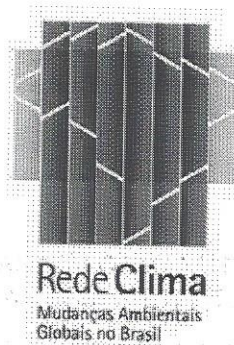
Date, Location



**MEMORANDUM OF UNDERSTANDING
for the creation of INCCCET 4 CB**

(International Network of Climate Change Centres of Excellence and Think Tanks for Capacity Building)

Signature for

Brazilian Research Network on Climate Change




On behalf of Rede Clima
 **Prof. Moacyr ARAÚJO**
Coordenador CEERMA/UFPE
SIAPE: 1287673

17th July 2018, Recife-Brazil
Date, Location