

**MEMORANDUM OF UNDERSTANDING
BETWEEN
REDE CLIMA
AND
THE INTER-AMERICAN INSTITUTE FOR GLOBAL CHANGE RESEARCH**

WHEREAS REDE CLIMA, having its headquarters at the National Institute for Space Research, Av. Dos Astronautas, 1758, São José dos Campos, SP, 12227-010, Brazil, established by the Brazilian Ministry of Science, Technology, Innovations and Communications (MCTIC), is hereinafter referred to as “an international research platform providing the knowledge and support to accelerate transformations to a sustainable world”. It coordinates new, inter- and trans-disciplinary approaches to research on global sustainability. REDE CLIMA’s goal is to be a platform for national and regional engagement to ensure that knowledge is generated in partnership with society and users of science. It is open to scientists of all disciplines, natural and social, as well as engineering, the humanities and law;

WHEREAS the Inter-American Institute for Global Change Research (hereinafter referred to as “IAI”), having its headquarters at Av. Italia 6201, Ed. Los Tilos, Office 103, Montevideo, Uruguay 11307 is an intergovernmental treaty organization in the Americas, established in 1994 to develop the capacity of understanding the integrated impact of past, present and future global change on regional and continental environments in the Americas and to promote collaborative, well informed actions at all levels. The IAI pursues the principles of scientific excellence, international cooperation and full and open exchange of scientific information relevant to global environmental change, so that scientists and decision makers throughout the Americas might jointly address the critical issues associated with global change;

WHEREAS REDE CLIMA and the IAI share common principles and objectives with regard to Inter and transdisciplinary global change research and how to implement it in the Americas as well as developing data and monitoring standards for global sustainability.

WHEREAS REDE CLIMA has accepted the invitation made by the Conference of the Parties to the IAI during its 26th meeting (Antigua, 2018) for REDE CLIMA to become an Associate of the Institute;

**NOW, REDE CLIMA AND THE IAI Directorate (HEREINAFTER COLLECTIVELY REFERRED TO AS “Parties”)
HAVE AGREED TO COOPERATE UNDER THIS MEMORANDUM OF UNDERSTANDING AS FOLLOWS:**

**Article 1
Interpretation**

1. 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.
2. 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.

3. 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.

4. 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.

Article 2

Duration

1. This MOU shall be effective upon the last date of signature of the approving officials and remain in force until July 2021 unless terminated in accordance with Article 15 below.

Article 3

Purpose

2. The purpose of this MOU is to promote cooperation between the IAI Directorate and REDE CLIMA, building on the complementarity between relevant parts of IAI's mandate, namely to provide a stronger scientific contribution to policy processes and build capacity on and implement transdisciplinary research in the Americas to support national and regional policy processes and the implementation of the 2030 Agenda for Sustainable Development.

Article 4

Areas of Cooperation

1. Areas of Cooperation are agreed jointly through the cooperation mechanism in the MOU. Policies and priorities under this MOU may also be jointly reviewed on an annual basis by the Parties pursuant to Article 5 to allow the Parties to respond to newly emerging issues in the realm of environment and sustainability.

2. The Parties have agreed to the following preliminary and overarching areas of cooperation for this MOU, which form part of the work programme of REDE CLIMA, and are also priorities or ongoing activities of the IAI, in accordance with its mandate. All could be strengthened through the cooperation of the Parties. The Parties have agreed to the following:

3. REDE CLIMA will contribute to the objectives of the IAI by:

- Communicating knowledge gaps identified to IAI so that these gaps can be addressed by the IAI in future IAI projects
- Increase engagement of IAI and REDE CLIMA in activities and networks in which both Parties are involved
- Contribute to the IAI's capacity to effectively communicate with researchers from different scientific disciplines and various types of stakeholders by providing the IAI Directorate with access, as appropriate, to the relevant REDE CLIMA communication tools.
- Strengthen north-south engagement on sustainability science, and on sustainability

science-policy-practice interfaces in the Americas

4. IAI will contribute to the objectives of REDE CLIMA by:

- Enriching and guiding the IAI science programmes, including generation of new knowledge and collection of new data, with expertise and strategies evolving from REDE CLIMA activities, products and deliverables.
- Communicating knowledge gaps identified to so that these gaps can be jointly addressed in future REDE CLIMA related projects
- Increase engagement of the IAI Directorate and REDE CLIMA in activities and networks in which both Parties are involved
- Strengthen North-South engagement on sustainability science, and on sustainability science-policy-practice interfaces in the Americas

5. The above list is not exhaustive and should not be taken to exclude or replace other forms of cooperation between the Parties on other issues of common interest.

Article 5 Organization of the Cooperation

1. The Parties shall cooperate on joint activities such as:

- Collaboration in setting scientific agendas, research networking and promotion of global change and sustainability research in the region
- Joint organization of workshops, capacity-building events and scientific meetings
- Communication of research outcomes in support of informed decision making
- Developed joint contribution to policy fora
- Other forms of cooperation as agreed upon by the Parties

Article 6 Implementation, monitoring and review

1. The Parties acknowledge and agree that the IAI Directorate and REDE CLIMA are separate and distinct entities. The Parties will maintain the individuality and autonomy of their respective technical and administrative organization and will assume individually the consequent responsibilities.

2. Neither Party shall be entitled to act or make legally binding declarations on behalf of the other Party. Nothing in this MOU shall be deemed to constitute a joint venture, agency, interest grouping or any other kind of formal business grouping or entity between the Parties.

Article 7 Fundraising

1. To the extent permitted by the Parties' respective regulations, rules and policies, and subject to

sub-article 2, 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.

2. 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.

Article 8

Intellectual Property Rights

1. Nothing in the MOU shall be construed as granting or implying rights to, or interest in, intellectual property of the Parties, except as otherwise provided in Article 8.2.
2. 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 concluded as per Article 1.2.

Article 9

Use of Name and Emblem

1. 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 IAI's products, business practices or services.
2. 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.

Article 10

Confidentiality

1. The handling of information shall be subject to each Party's corporate confidentiality policies.
2. 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.

Article 12

Responsibility

1. Each Party will be responsible for dealing with any claims or demands arising out of its actions or

omissions, and those of its respective personnel, in relation to this MOU.

Article 13

Dispute Settlement

1. 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 UNCITRAL Conciliation Rules then prevailing, or according to such other procedure as may be agreed between the Parties.
2. 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.

Article 14

Notification and Amendments

1. Each Party shall promptly notify the other in writing of any anticipated or actual material changes that will affect the execution of this MOU.
2. The Parties may amend this MOU by mutual written agreement, which shall be appended to this MOU and become an integral part of it.

Article 15

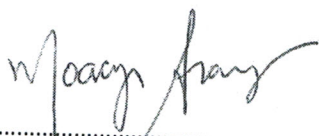
Termination

1. Either Party may terminate this MOU by giving 3 months' prior written notice to the other Party.
2. 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.
3. 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.
4. The obligations under Articles 8-13 do not lapse upon expiry, termination of or withdrawal from this MOU.

IN WITNESS WHEREOF, the duly authorized representatives of the Parties affix their signatures below.

For REDE CLIMA

FOR IAI Directorate



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Name: Moacyr Araújo
Title: Coordinator REDE CLIMA



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Name: Marcos Regis da Silva
Title: Executive Director
IAI Directorate

Date: 26/08/2019

Date: 26/08/2019

Parties' initials: