UNEP/MOU/2018/IPBES/IAI/2

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE UNITED NATIONS ENVIRONMENT PROGRAMME IN ITS CAPACITY AS THE INSTITUTION PROVIDING THE SECRETARIAT OF THE INTERGOVERNMENTAL SCIENCE-POLICY PLATFORM ON BIODIVERSITY AND ECOSYSTEM SERVICES SECRETARIAT
AND
THE INTER-AMERICAN INSTITUTE FOR GLOBAL CHANGE RESEARCH

WHEREAS the Intergovernmental Science-Policy Platform on Biodiversity and Ecosystem Services (hereinafter referred to as "IPBES") has as its objective to strengthen the science-policy interface for biodiversity and ecosystem services for the conservation and the sustainable use of biodiversity, long-term human wellbeing and sustainable development, and its functions are:

a. To identify and prioritize key scientific information needed for policy-makers on appropriate scales and to catalyze efforts to generate knowledge;
b. To perform regular and timely assessments of knowledge on biodiversity and ecosystem services and their inter-linkages;
c. To support policy formulation and implementation by identifying policy relevant tools and methodologies to enable decision makers to gain access to those tools and methodologies, and where necessary, to promote and catalyze their further development;
d. To prioritize key capacity building needs to improve the science-policy interface at appropriate levels.

WHEREAS the United Nations Environment Programme (hereinafter referred to as "UN Environment") and having its headquarters at United Nations Avenue, Nairobi, Kenya, provides the IPBES Secretariat at the request of the IPBES Plenary, which has its headquarters at Platz der Vereinten Nationen 1, 10th floor, 53113 Bonn, Germany;

WHEREAS UN Environment is the leading global environmental authority that sets the global environmental agenda, promotes the coherent implementation of the environmental dimension of sustainable development within the United Nations system and serves as an authoritative advocate for the global environment;

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 through the Agreement establishing the Inter-American Institute for Global Change Research which came into force on 12 March 1994 with the aim 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. IAI pursues the principles of scientific excellence, international cooperation and full and open exchange of scientific information relevant to global environmental change, to encourage decision makers by scientists throughout the Americas in order to jointly address the critical issues associated with global change;

WHEREAS the IPBES Secretariat and IAI share common objectives with regard to the conservation, protection, enhancement and support of nature and natural resources, including biological diversity

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worldwide, and wish to collaborate to further these common goals and objectives within their respective mandates and governing rules and regulations;

NOW, THEREFORE, UN ENVIRONMENT, IN ITS CAPACITY AS THE INSTITUTION PROVIDING THE SECRETARIAT OF IPBES, AND IAI (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 30 May 2019, unless terminated in accordance with Article 15 below.

Article 3
Purpose

1. The purpose of this MOU is provide a framework of cooperation and understanding and to promote cooperation between IAI and UN Environment, in its capacity as the institution providing the secretariat of IPBES, building on IAI's mandate, which is to produce knowledge and data regarding biodiversity and ecosystem services in the Americas and to build capacity on these issues. The areas of collaboration are also within the Work Programme of IPBES, which was adopted by the Plenary of IPBES at its second session, in particular, the collaboration focuses on accomplishing deliverables 1(a) and (b) as well as 1 (d) and 4 (b) of this Work Programme related to capacity-building and knowledge and data.

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Article 4
Areas of Cooperation

1. The areas of Cooperation have been agreed jointly by the Parties and maybe jointly reviewed by them 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 sustainable development.

2. The Parties have agreed to collaborate in the following preliminary and overarching themes and areas, which form part of the Work Programme of IPBES, and are also priorities or ongoing activities of IAI, in accordance with its mandate. All could be strengthened through the cooperation of the Parties.

- Contributing in the achievement of IAI's mandate by facilitating, where relevant, the use of knowledge and data on biodiversity and ecosystem services from the Americas region, including published work stemming from IAI projects, in IPBES assessments and other work, as appropriate;
- Communicating knowledge gaps identified in IPBES assessments to IAI, so that these gaps can be addressed by IAI in future IAI projects;
- Contributing in the achievement of IPBES Work Programme by supporting the implementation of the IPBES work programme in IAI member countries;
- Strengthening the participation of IAI investigators, research organizations and member country decision-makers in IPBES-related processes, as appropriate, and in line with the procedures of IPBES; and
- Enriching and guiding IAI science programmes, including generation of new knowledge and collection of new data, with expertise and strategies evolving from IPBES products and deliverables.

3. 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 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 or activities. Such meetings shall take place at least once every year to:

a. discuss technical and operational issues related to furthering the objectives of this MOU; and

b. review progress of work undertaken by the Parties pursuant to a separate legal instrument in the priority areas of cooperation mentioned in Article 4 above.

2. Within the context defined above, additional bilateral meetings at desk-to-desk and at expert level shall be encouraged and set up on an ad hoc basis as deemed necessary by the relevant IPBES

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secretariat staff members and IAI to address matters of common interest for the implementation of activities in specific areas, countries and regions.

3. In order to implement activities, projects and programmes requiring transfer of funds in the agreed priority areas of cooperation, the Parties shall execute a separate legal instrument appropriate for the implementation of such initiatives in accordance with Article 1.2 above. In identifying such activities, projects or programmes in the areas of cooperation under this MOU, due regard shall be given to IAI's geographic coverage; capacity for implementation and experience in the related field.

4. Where IAI is organizing a meeting with external participation at which policy matters related to the aims of this MOU shall be discussed, IAI shall, as appropriate, either invite the Secretariat of IPBES to participate in the meeting or update the Secretariat of IPBES on relevant policy matters discussed at the meeting.

Article 6
Status of the Parties and their Personnel

1. The Parties acknowledge and agree that IAI is an entity separate and distinct from the United Nations, including UNEP and the Secretariat of IPBES. The employees, personnel, representatives, agents, contractors or affiliates of IAI, including the personnel engaged by IAI for carrying out any of the project activities pursuant to this MOU, shall not be considered in any respect or for any purposes whatsoever as being employees, personnel, representatives, agents, contractors or affiliates of the United Nations, including UNEP and the Secretariat of IPBES, nor shall any employees, personnel, representatives, agents, contractors or affiliates of UNEP be considered, in any respect or for any purposes whatsoever, as being employees, personnel, representatives, agents, contractors or affiliates of IAI.

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 in fundraising from the public and private sectors to support the activities, projects or 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 Party, 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 one Party granting to the other Party, its rights to, or interest in, its own intellectual property, except as otherwise provided in Article 8.2.

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2. In the event that the Parties foresee that intellectual property that could be protected will 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 the terms of its ownership and use of such intellectual property 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. The use of the IPBES logo shall be in accordance with Section II of document IPBES/2/INF/9 (Annex A) and the IPBES Style Guide contained in Annex B. The use of the logo shall be authorized for only the purposes stipulated in Annex A.

2. In no event shall authorization to use the UN, UNEP or IPBES name or emblem be granted for commercial purposes or for use in any manner that suggests an endorsement by UNEP or IPBES of IAI's products, business practices or services.

3. IAI acknowledges that it is familiar with the independent, international and impartial status of the UN and UNEP, including the IPBES Secretariat, and recognizes that their names and emblems may not be associated with any political or sectarian cause or otherwise used in a manner inconsistent with the status of the UN and UNEP, including the IPBES Secretariat.

4. 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
United Nations Privileges and Immunities

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 United Nations, including UN Environment.

Article 11
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.

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3. For UNEP, a principal or subsidiary organ of the United Nations established in accordance with the Charter of the United Nations shall be deemed to be a legal entity under common control.

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.

2. IAI shall indemnify, hold and save harmless and defend at its own expense, the United Nations and UNEP, including the secretariat of IPBES, their officials, personnel and representatives, from and against all suits, claims, demands and liabilities of any kind which may arise in relation to this MOU due to any actions or omissions attributable to IAI.

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 could be expected to affect the execution of this MOU.

2. The Parties may amend this MOU by mutual written agreement, which shall be appended as an annex 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.

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

For the United Nations Environment Programme:

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Name: Anne Larigauderie
Title: Executive Secretary, IPBES Secretariat

Date: .....

For the Inter-American Institute for Global Change and Research:

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Name: Marcos Regis da Silva
Title: Executive Director

Date: .....

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Annex A – Policy for the use of the IPBES logo

(Verbatim from IPBES/3/INF/9, Section II)

II Policy for the use of the IPBES logo

- The IPBES' logo (hereinafter referred to as the "Logo"), is the visual identifier and official seal of the Platform. It was adopted by IPBES-2 in Antalya, Turkey, in 2013. The policy for its use has been prepared by the Secretariat and approved by the Bureau.

- The PlatfoThe Planform's logo is to be used on all official Platform documents and communication materials. The logo may be used with or without the catch-line "Science and Policy for People and Nature", on a dark blue or white background, as appropriate, and alongside the logos of UNEP, UNDP, UNESCO and FAO.
- This policy aims to protect the Platform's branding identity from inappropriate and unauthorized use. Authorizing the use of the Logo is the prerogative of the IPBES Bureau and Multidisciplinary Expert Panel (MEP), which empower, by delegation, the IPBES Secretariat to authorize such use to other bodies. No other entity has the authority to grant the use of the Logo.
- The Logo is intended for official use only and may not be used by third-party persons or organizations without prior written consent of the IPBES Secretariat. In no event, shall it be used in a manner that disparages or discredits the Platform's brand identity.

1. Types of authorization:
   - UN agencies involved in the Platform's administration (UNEP, UNESCO, UNDP, FAO) may use the Logo in official documents pertaining to the Platform's work.
   - Organizations that have been selected to support the Platform's work, such as the Technical Support Units (TSUs), may also use the Logo but only in official documents pertaining to the Platform's work. Official documents sent by TSUs on behalf of IPBES should include the IPBES logo and the logos of the four UN agencies at the header of the official document. A smaller version of the TSU logo may be placed at the bottom of the document.
2. Partnerships: In case of partnerships, it would need to be determined whose visual identity should be used – the IPBES or the partner's.

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is granted, instructions for its placement and display, including related disclaimers, must be strictly adhered to. The visual presentation, duration and scope of the authorization must also be respected. Third parties who wish to use the Logo should provide a sample of their document, publication and/or website, as well as details on the full document, publication and/or website (name, context and purpose, planned publication date and intended audience).

8. Letterhead:

- The same rules apply for the IPBES's letterhead, which may only be used by Bureau and MEP members, as well as by the IPBES Secretariat and TSU staff for official purposes pertinent to the Platform's work programme.

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Annex B – IPBES visual style guide

1. Logo

The IPBES Logo is available either with or without strapline, and in five different colour versions:

GREEN for use on light, full colour backgrounds
MONO for use on light backgrounds in single or limited colour work
REVERSED for use on dark, full colour backgrounds
WHITEOUT for use on dark backgrounds in single or limited colour work

The logo must not be distorted or dismantled, or used on a background which would reduce its impact

IPBES Logo GREEN

IPBES Logo MONO

IPBES Logo REVERSED

IPBES Logo WHITEOUT

Clear Space, equivalent to the ascender of the 'b', should be allowed around the logo where possible, in order to preserve its impact. For the strapline version of the logo, the clear space measurement is taken from the baseline of the strapline.

This clear space allocation is included in the artboards of the logo files.

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2. Typography

Helvetica Neue is widely used and has a good selection of weights, the most common of which are shown here. If not available, then other versions of Helvetica, or Arial can be used as a substitute, although they may not have as many available weights.

Helvetica Neue 45 Light

ABCDEFGHIJKLMNOPQRSTUVWXYZ
abcdefghijklmnopqrstuvwxyz 1234567890

Helvetica Neue 46 Light Italic

ABCDEFGHIJKLMNOPQRSTUVWXYZ
abcdefghijklmnopqrstuvwxyz 1234567890

Helvetica Neue 55 Roman

ABCDEFGHIJKLMNOPQRSTUVWXYZ
abcdefghijklmnopqrstuvwxyz 1234567890

Helvetica Neue 56 Italic

ABCDEFGHIJKLMNOPQRSTUVWXYZ
abcdefghijklmnopqrstuvwxyz 1234567890

Helvetica Neue 75 Bold

ABCDEFGHIJKLMNOPQRSTUVWXYZ
abcdefghijklmnopqrstuvwxyz 1234567890

Helvetica Neue 76 Bold Italic

ABCDEFGHIJKLMNOPQRSTUVWXYZ
abcdefghijklmnopqrstuvwxyz 1234567890

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3. Colour Palette

CMYK, RGB, Web Colours

Primary Colours

Primary Blue
C100 M68 Y0 K54
R0 G46 B95
#002e5e

Primary Green
C48 M11 Y98 K70
R65 G81 B13
#41510d

Primary Grey
C56 M41 Y54 K32
R103 G108 B95
#676b5e

Primary Light Green
C32 M0 Y59 K0
R192 G216 B134
#bfd786

Primary Colours

Yellow
C0 M20 Y100 K5
R245 G197 B0
#f5c400

Orange
C0 M45 Y100 K0
R245 G156 B0
#f59c00

Red
C0 M80 Y100 K10
R215 G73 B12
#d6490b

Plum
C30 M100 Y70 K30
R142 G23 B47
#8e172f

Purple
C83 M100 Y20 K00
R86 G41 B116
#552873

Medium Purple
C70 M70 Y0 K0
R104 G89 B163
#6758a2

Mid Blue
C95 M25 Y0 K10
R0 G128 B192
#007fc0

Medium Teal
C80 M0 Y40 K20
R0 G148 B144
#009390

Teal
C85 M30 Y50 K20
R2 G16 B115
#017473

Spring Green
C60 M15 Y100 K15
R110 G149 B40
#6d9427

Medium Green
C45 M0 Y75 K10
R149 G186 B91
#95ba5a

Dark Grey
C20 M0 Y0 K80
R72 G81 B86
#485155

Light Grey
C0 M3 Y0 K30
R198 G195 B196
#c5c2c4

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