

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE AMERICAN ASSOCIATION FOR THE ADVANCEMENT OF SCIENCE
AND
THE INTER-AMERICAN INSTITUTE FOR GLOBAL CHANGE RESEARCH**

September 14, 2018

The American Association for the Advancement of Science ("AAAS"), having its headquarters at 1200 New York Ave. NW, Washington, DC 20005, is the world's largest general scientific society and publisher of the *Science* family of journals. AAAS was founded in 1848 and includes some 250 affiliated societies and academies of science, serving 10 million individuals. Science has the largest paid circulation of any peer-reviewed general science journal in the world. The non-profit AAAS is open to all and fulfills its mission to "advance science and serve society" through initiatives in science policy, international programs, science education, public engagement, and more.

The Inter-American Institute for Global Change Research ("IAI"), having its headquarters at Av. Italia 6201, Ed. Los Tilos, Office 102/103, Montevideo, Uruguay 11500 is an intergovernmental treaty organization in the Americas, established in 1992 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 was envisaged as an intergovernmental instrument by which scientists and decision makers of countries throughout the Americas might jointly address the critical issues associated with global change in the region. To date, nineteen countries are part of the IAI. The IAI pursues the principles of scientific excellence, international cooperation and full and open exchange of scientific information relevant to global environmental change.

WHEREAS AAAS and IAI share common principles and objectives with regards to strengthening collaboration and enhancement of national capacities among countries of the Americas in education, in science, and in policy and support scientific and technological development for human well-being, and promote sustainable development; and

WHEREAS AAAS has accepted the invitation made by the Conference of the Parties to the IAI during its 25th meeting (Antigua, 2018) for AAAS to become an Associate of the Institute;

NOW THEREFORE AAAS and the IAI DIRECTORATE (the "Parties") desire to strengthen their relationship and have agreed to cooperate under this Memorandum of Understanding ("MOU") as provided herein.

**Article 1
Purpose**

The purpose of this MOU is to promote cooperation between the IAI Directorate and the AAAS, building on the complementarity of the work of both Parties, namely to provide a stronger scientific contribution to policy processes and build human and institutional capacities to support national and regional policy processes and the implementation of the 2030 Agenda for Sustainable Development in

the Americas.

Article 2

General Terms

1. References to this MOU shall be construed as including any Annexes, as may be amended from time to time, in accordance with the terms of this MOU. Any Annex shall be subject to the provisions of this MOU, and in case of any inconsistency between an Annex and this MOU, the MOU shall prevail.
2. Implementation of any subsequent activities, projects, and programs 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.
5. The Parties acknowledge and agree that the IAI Directorate and AAAS 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.
6. 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 3

Duration

1. This MOU shall be effective upon the last date of signature of the approving officials and remain in force until 14 September 2023 unless terminated earlier in accordance with Article 15 below.

Article 4

General Collaborative Efforts

1. The Parties further agree to collaborate within the broadly defined areas of science, education and capacity building, science diplomacy, science-policy and communication related to global environmental change and its impacts on human well-being in ways that are supported by their mandates and that ensure recognition of their respective involvement in joint activities.
2. The Parties may cooperate on joint activities such as:

- Collaboration in setting science and policy programs and promotion of global change and sustainability research in the Americas.
- Collaboration in promoting science to serve society and communication of scientific outcomes in support of informed decision making.
- Collaboration of joint contributions in multilateral environmental framework meetings and activities.
- Joint organization of high level government conferences, scientific meetings, science diplomacy workshops, and other capacity-building events.
- Collaboration in joint-fundraising to support programs and activities of common interest.
- Other forms of cooperation as agreed upon by the Parties.

Article 5

Implementation, monitoring and review

The Parties agree to implement collaborative efforts under this MOU on in accordance with their mandates, institutional priorities and legislations under which the Parties operate and their own budget availability. The Parties will establish a Joint Steering Committee to oversee and assure effective coordination of activities, and to regularly review and evaluate progress in the implementation of the collaboration. The Committee will operate by consensus. Each Party will designate two representatives to this Committee. The Parties may choose appropriate mechanisms such as meetings, workshops, correspondence and others to initiate specific activities.

Article 6

Funding

Each Party will assume the costs of its participation in activities undertaken under this Agreement and of its administration costs, unless otherwise jointly agreed otherwise. Activities under this Agreement are subject to the availability of funds in the respective budgets of 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 9.2.
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.
3. The Parties agree that, as a matter of principle, all data and publications of work sponsored under the Agreement by the Parties' funds and efforts must be freely and openly available with due attribution of authorship and sponsorship.

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 AAAS or 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.
3. The Parties further agree that should a Party request its name, emblem or trademark be removed or no longer associated with any particular activity or effort, the other Party shall immediately remove the requesting Party's name as requested.

Article 10
Confidentiality

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

Article 11
Indemnification

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, and shall indemnify and hold harmless the other Party for any claims made offending Party's

action under this MOU. However, should a claim be inappropriately made against a non-offending Party, the offending Party shall accept responsibility and notify the claimant as appropriate.

Article 12

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 13

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.
3. This Agreement shall be valid for a period of five (5) years from the date of its signing (14 September 2018) and may be extended by mutual agreement between the Parties in a written amendment to this Agreement.

Article 14

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 4-12 do not lapse upon expiry, termination of or withdrawal from this MOU.

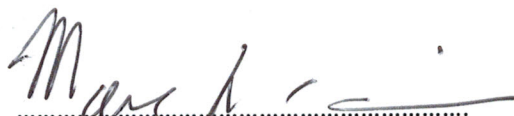
IN WITNESS WHEREOF, the duly authorized representatives of the Parties affix their signatures below.

For AAAS

For IAI Directorate



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Name: Rush Holt
Title: AAAS CEO and Executive Publisher
Science family of journals



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

Date: September 14, 2018

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