

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE INTER-AMERICAN INSTITUTE FOR GLOBAL CHANGE RESEARCH
AND
INTERNATIONAL SUSTAINABLE DEVELOPMENT RESEARCH SOCIETY**

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 the International Sustainable Development Research Society (hereinafter referred to as “ISDRS”) has as its objective to stimulate research contributing to knowledge and understanding of sustainable development and related issues and processes, to disseminate knowledge on sustainable development, to facilitate education on sustainable development, and to stimulate discussions on sustainable development.

WHEREAS ISDRS and IAI share common objectives with regard to the conservation, protection, enhancement and support of nature and natural resources, including biological diversity worldwide, and wish to collaborate to further these common goals and objectives within their respective mandates and governing rules and regulations;

NOW, THEREFORE, the IAI and ISDRS (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 Annex 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 31 December 2022, unless terminated in accordance with Article 15 below.

Article 3 Purpose

1. The purpose of this MOU is to promote cooperation between IAI and ISDRS, building on the complementarity between relevant parts of IAI's mandate, which are to produce knowledge and data on global change in the Americas and to build capacity on these issues, and the ISDRS's mandate, which is to stimulate research contributing to knowledge and understanding of sustainable development and related issues and processes, as well as to disseminate knowledge, to facilitate education and to stimulate discussions on sustainable development respectively.

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 sustainable development.

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 ISDRS, and are also priorities or ongoing activities of IAI, in accordance with its mandate. All could be strengthened through the cooperation of the Parties. The Parties have agreed to the following:

4. The IAI will contribute to the objectives of ISDRS by:

- a. Disseminating information on the ISDRS work programme in IAI member countries;
- b. Establishing joint scientific and capacity building programs in the Americas, where appropriate;
- c. Establishment of joint fund-raising activities, where appropriate and subject to specific discussion and agreement;
- d. Development of programs to foster cooperation among universities in the Americas and universities participating in ISDRS projects and programs;
- e. Strengthening the participation of IAI investigators, research organizations and Party decision-

makers in ISDRS-related processes, as appropriate, ; and

- f. Enriching and guiding IAI science programmes, including generation of new knowledge and collection of new data, with expertise and strategies evolving from ISDRS products and deliverables.
5. The ISDRS will contribute to the objectives of the IAI by:
 - a. Disseminating information on the IAI work programme in ISDRS dissemination channels.
 - b. Establishing joint scientific and capacity building programs in the Americas, where appropriate;
 - g. Establishment of joint fund-raising activities, where appropriate and subject to specific discussion and agreement;
 - h. developing a Latin American chapter of ISDRS among the cooperating universities to facilitate exchange of scientists, professors and postgraduate students and to work on a research agenda for sustainability issues that can be worked together between ISDRS and IAI and its members
 - c. Strengthening the participation of ISDRS investigators, research organizations and Party decision-makers in IAI-related processes, as appropriate; and
 - d. Enriching and guiding ISDRS scientific tracks, themes and related work, including generation of new knowledge and collection of new data, with expertise and strategies evolving from IAI products and deliverables.
 - e. Including input from IAI to the ISDRS Newsletter on specific topics deemed to be relevant by the President ISDRS;
 6. The parties will
 - a. Display a link with the logo and short information about their organization on a 'partners' page on each other's websites and/or newsletters;
 - b. Inform each other as early as possible about planned large events (conferences, workshops, etc.) and add information about each other's events on their websites;
 - c. Engage in a dialogue on possible further forms of collaboration (like contributions to newsletters, joined sessions; joint events in the Americas);
 - d. Appoint a contact person for practical matters at both sides;
 - e. collaborate in creating special sessions, tracks etc. in each other's events;
 - f. invite IAI to lead a track in the annual ISDRS Conference;
 - g. Consider the possibility of a joint conference, subject to the discussion and agreement as to the arrangements;
 - h. foster the exchange of academic and non-academic staff, undergraduate and postgraduate students;
 - i. participate in joint research projects
 - j. Inform each other well in advance if changes to this Agreement are considered;
 7. 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 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 on an ad hoc basis 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, further 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 ISDRS board members and IAI to address matters of common interest for the implementation of activities in specific areas, countries and regions.
3. In implementing activities, projects and programmes in the agreed priority areas, the Parties shall execute a separate legal instrument appropriate for the implementation of such initiatives in accordance with Article 1.2 above. In identifying the areas of cooperation under this MOU, due regard shall be given to IAI's geographic coverage and each Parties' 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 board of ISDRS to participate in the meeting or update the board of ISDRS 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 ISDRS. The employees, personnel, representatives, agents, contractors or affiliates of the IAI, including the personnel engaged by the 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 ISDRS, nor shall any employees, personnel, representatives, agents, contractors or affiliates of the ISDRS be considered, in any respect or for any purposes whatsoever, as being employees, personnel, representatives, agents, contractors or affiliates of the 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 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.
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 11 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 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.

Article 16 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 the ISDRS Board

For the IAI Directorate



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Name: Pauline Deutz
Title: President

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Executive Director Name: Marcos Regis da Silva

Date:5 Nov 2019.....

Date:15 November 2019.....