

**MEMORANDUM OF UNDERSTANDING  
(MoU)**

**BETWEEN**

**INTERNATIONAL CENTRE FOR INTEGRATED MOUNTAIN DEVELOPMENT  
(ICIMOD)**

**AND**

**THE INDEPENDENT EVALUATION UNIT (IEU)  
of the Green Climate Fund (GCF)**

**ON**

**KNOWLEDGE PARTNERSHIP**

This Memorandum of Understanding (this "MoU") is entered into, between:

**THE GREEN CLIMATE FUND ("GCF")**, designated as an operating entity of the financial mechanism under Article 11 of the United Nations Framework Convention on Climate Change and established pursuant to its Governing Instrument possessing juridical personality in order to operate effectively internationally, having such legal capacity as is necessary for the exercise of its functions and the protection of its interests and having its headquarters at Songdo, Incheon, Republic of Korea; and

**THE INTERNATIONAL CENTRE FOR INTEGRATED MOUNTAIN DEVELOPMENT ("ICIMOD")**, designated as a regional knowledge development and learning centre serving the eight regional member countries of the Hindu Kush Himalayas (HKH) – Afghanistan, Bangladesh, Bhutan, China, India, Myanmar, Nepal and Pakistan and established in Nepal in the year 1983. Globalization and climate change have an increasing influence on the stability of fragile mountain ecosystems and the livelihoods of mountain people. ICIMOD aims to assist mountain people to understand these changes, adapt to them, and make the most of new opportunities, while addressing upstream-downstream issues. The Centre supports regional transboundary programmes through partnerships with regional partner institutions, facilitates the exchange of experiences, and serves as a regional knowledge hub. ICIMOD strengthens networking among regional and global centres of excellence. Overall, as an inter-governmental organization ICIMOD works to develop an economically and environmentally sound mountain ecosystem to improve the living standards of mountain populations and to sustain vital ecosystem services for the billions of people living downstream - now, and for the future.

ICIMOD, and GCF, represented by the Independent Evaluation Unit ("IEU"), are hereinafter referred to individually as a "Party" and jointly as the "Parties."

#### **PREAMBLE**

**WHEREAS** the IEU is an independent unit of the GCF, mandated by paragraph 60 of its governing instrument which states "...the Board will establish an operationally independent evaluation unit as part of the core structure of the Fund";

**WHEREAS** the mission of the IEU is to conduct periodic independent evaluations of GCF performance to objectively assess the results of the GCF and the effectiveness and efficiency of its activities as to provide strategic guidance to the GCF Board;

**WHEREAS** the mission of ICIMOD is to enable sustainable and resilient mountain development for improved and equitable livelihoods through knowledge and regional cooperation in the Hindu Kush Himalayan region;

**WHEREAS** ICIMOD as an intergovernmental organization provides a regional platform to promote mountain agenda and mountain voice and encourage GCF climate financing in the Hindu Kush Himalayas, given that the region and its adjoining plains are one of the most vulnerable due to climate change.

**CONVINCED** that cooperation and collaboration between the Parties would serve their common objectives and render their respective activities more effective and beneficial;

**THE PARTIES HAVE REACHED THE FOLLOWING UNDERSTANDING:**

#### **ARTICLE 1: OBJECTIVES**

The purpose of this MoU is to summarize the areas for mutual cooperation with respect to technical expertise and knowledge exchange, and to explore opportunities and options for developing a strategic knowledge partnership around the evaluation of projects and programmes in the areas of climate change of the GCF and the ICIMOD.

#### **ARTICLE 2: SCOPE OF COOPERATION**

1. To achieve the objectives stated in Article 1, the Parties shall exchange technical expertise and lessons-learned related to assessment and evaluation of projects and programmes and to inform each other's evolving understandings and associated work programs related to the climate change. In particular, the Parties will cooperate in the following areas:
  - a) Joint information and knowledge sharing activities on matters related to project evaluation;
  - b) Sharing and disseminating knowledge and experience, including the development of joint knowledge products, including but not limited to:
    - I. Joint paper(s) on evaluating adaptation
    - II. Delivery of evaluation training on behalf of IEU to the GCF DNA for Nepal and other regions
    - III. Facilitating and supporting the exchange of experts and secondment of staff belonging to IEU and ICIMOD
    - IV. Supporting the organization of workshops, seminars, IEU Talks, training courses, and joint events on topics related to evaluation and climate change.
2. The Parties may from time to time wish to agree on other activities within the scope of this MOU. If so, the Parties may develop annexes describing the activity to be carried out under the areas of cooperation contemplated under this MoU. Each annex shall outline the subject and form of cooperation, clearly stating the obligation of each Party, financial arrangements and the relevant terms relating to the implementation of the activity. Upon written agreement, which will be concluded by an exchange of letters, such annex shall be an integral part of the MOU. Annexes are subject to all provisions of this MOU and

will, in their introduction, incorporate by reference all provisions of this MOU. In the event of a conflict between the terms of an annex and this MOU, the provisions of this MOU shall prevail.

### **ARTICLE 3: TERMS OF COOPERATION**

1. The Parties shall decide, through consultation, the specific areas and details of the cooperation within the framework of this MoU, the details of which will be outlined in separate memorandums of understandings or in the annexes referred to in Article 2, paragraph 2.
2. This MoU does not represent any commitment of financing by the Parties for any activities to be undertaken, jointly or independently.
3. Neither Party will commit the other to any expenditure, obligation, contractual undertaking or representation to any third party without the prior consent of the other Party.
4. The above activities and any additional activities agreed to between the Parties shall be subject to the respective internal objectives, mandates, functions, policies and procedures of the Parties.

### **ARTICLE 4: INTELLECTUAL PROPERTY RIGHTS**

1. The Parties shall consult each other regarding intellectual property rights as appropriate of any information relating to the activities carried out under this MoU. Intellectual property rights resulting from work under this MoU will be owned by the Party creating the same and can be utilized by the Parties upon mutual agreement. Jointly created intellectual property rights will be jointly owned. Both Parties hereby grant the other party a non-exclusive, worldwide, royalty-free, irrevocable license to use the resulting intellectual property rights for the purposes of research and education.

### **ARTICLE 5: CONFIDENTIALITY**

1. Each Party shall keep in strict confidence all Confidential Information (defined below) obtained from or disclosed by the disclosing Party pursuant to or in connection with this MoU and shall not disclose or permit its representatives to disclose such information to any third party, unless such disclosure is mutually agreed by the Parties or is otherwise required in accordance with a Party's disclosure policy as then in effect. For purposes of this MoU, "Confidential Information" means all information identified as confidential or proprietary by the disclosing Party.
2. The confidentiality obligations no longer apply if (a) the disclosing party agrees to release the other party; (b) the information was already known by the recipient or is given to him without obligation of confidentiality by a third party that was not bound by any obligation of confidentiality; (c) the recipient

proves that the information was developed without the use of confidential information; (d) the information becomes generally and publicly available, without breaching any confidentiality obligation, or (e) the disclosure of the information is required by EU or national law.

3. The Parties agree that the provisions of this Article shall continue to be binding between the Parties notwithstanding the termination of this MoU.

#### **ARTICLE 6: STATUS OF THE PARTIES**

1. Neither Party nor its personnel shall be considered as an official, agent, employee, representative or joint partner of the other Party. Neither Party shall enter into any contract or commitment on behalf of the other Party.
2. Each Party shall carry out its responsibilities and obligations under this MoU in accordance with its regulations and rules applicable to it, and, unless separately agreed upon in writing, bear its own costs with respect to the implementation of this MoU.

#### **ARTICLE 7: NON-WAIVER OF PRIVILEGES AND IMMUNITIES**

Nothing in this MoU shall in any way constitute or imply a waiver, renunciation, termination, or modification by the Green Climate Fund of any of its privileges, immunities or exemptions granted by or under international law, international customary law, any international conventions, treaties or agreements, or any other applicable laws or agreements, including without limitation, the Governing Instrument for the Green Climate Fund and the Agreement between the Republic of Korea and the Green Climate Fund concerning the Headquarters of the Green Climate Fund.

#### **ARTICLE 8: ACKNOWLEDGEMENT AND USE OF INSTITUTIONAL EMBLEMS**

1. The parties agree that the use of emblems, name, abbreviation, logo or any trademarks of the other Party in documentation related to cooperation will be in accord with the current policies of each Party concerning such usages and upon the prior consent in writing for such use by the other Party.

#### **ARTICLE 9: NATURE OF THE MOU**

1. Except for Article 4, this MoU serves only as a record of the Parties' intentions and does not constitute or create, and is not intended to create, rights or obligations under domestic or international law and will not give rise to any legal process and will not be deemed to constitute or create any legally binding or enforceable rights or obligations, expressed or implied.
2. Any specific activities under this MoU shall be covered by a separate memorandum(s) of understanding or annex signed by both Parties.

## **ARTICLE 10: LIAISON**

All correspondence regarding this MoU between the Parties shall be addressed to:

### **For the Independent Evaluation Unit of the Green Climate Fund:**

Dr. Jyotsna Puri  
Independent Evaluation Unit  
Green Climate Fund  
175, Art Center-daero  
Yeonsu-gu, Incheon 22004  
Republic of Korea  
Fax: +82 32 458 6192  
E-mail address: [ieu@gcfund.org](mailto:ieu@gcfund.org)

### **For INTERNATIONAL CENTRE FOR INTEGRATED MOUNTAIN DEVELOPMENT**

Farid Ahmad  
Head, Strategic Planning Monitoring and Evaluation  
ICIMOD  
GPO Box: 3226, Kathmandu, Nepal  
Tel: + 971015275222  
E-mail address: [Farid.Ahmad@icimod.org](mailto:Farid.Ahmad@icimod.org)

As liaison officers, they will oversee the implementation of this agreement and ensure its smooth functioning.

## **ARTICLE 11: TERMINATION OF AGREEMENT**

If at any time during the term of the cooperation, either of the Parties considers that the arrangement is no longer fulfilling the intended purposes or if any difficulty arises which adversely affects the arrangements, it shall notify the other Party, and the Parties shall endeavor in good faith to resolve the matter at issue through appropriate consultations. If the matter at issue cannot be resolved to the mutual satisfaction of the Parties, either Party may terminate this MoU upon advance written notice to the other Party of a minimum period of ninety (90) days. The Parties may also mutually agree to terminate this MoU upon such notice and any other terms as they may deem appropriate. If the MoU is terminated by either Party, steps will be taken to ensure that the termination does not affect any prior obligation or activity in progress.

## **ARTICLE 12: PRINCIPLES OF THE AGREEMENT**

1. The MoU remains in effect unless it is terminated in accordance with Article 11 of the MoU. Either Party may propose amendments to the MoU at any time, and both Parties must agree in writing to any such amendment.
2. This MoU may be executed in any number of counterparts and by the Parties in separate counterparts, each of which when so executed and delivered shall


be deemed an original, but all such counterparts together shall constitute one and the same instrument.

**ARTICLE 13: AUTHORITY OF SIGNATORIES**

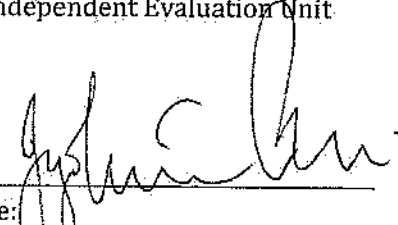
This MoU represent the entire agreement and understanding between the Parties with respect to the subject matter thereof.

For and on behalf of  
THE INTERNATIONAL CENTRE FOR  
INTEGRATED MOUNTAIN DEVELOPMENT

For and on behalf of  
GREEN CLIMATE FUND, represented by  
the Independent Evaluation Unit

By:   
Name: David Molden, PhD  
Director General

Date: 28<sup>th</sup> May, 2020

By:   
Name: \_\_\_\_\_  
Date: 2<sup>nd</sup> June 2020