

MEMORANDUM OF UNDERSTANDING

BETWEEN

BUSARA CENTER FOR BEHAVIORAL ECONOMICS INC

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

BUSARA CENTER FOR BEHAVIORAL ECONOMICS (“Busara”), is a 501(c)3 non-profit registered in the United States and operating in Kenya, Nigeria, India, Tanzania and Uganda.

Busara 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 Busara is “to work with researchers and organizations to advance and apply behavioral science in pursuit of poverty alleviation”;

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 outline the areas of cooperation between IEU and Busara on a strategic partnership aimed at developing and deploying behavioural insights within the GCF portfolio. The parties share a common interest in advancing and applying behavioural science in pursuit of more effective solutions for tackling climate change.

ARTICLE 2: SCOPE OF COOPERATION

1. To achieve the objectives stated in Article 1, the parties shall explore synergies between their own missions, activities and experiences related to climate change, behavioural science, behaviour change, research-based knowledge generation and building institutional capacity in developing countries. They will inform each other's evolving understandings and associated programs related to climate change mitigation and adaptation particularly in areas of behaviour change. In particular, the Parties will cooperate in the following areas:
 - a. Strategic support on the development of the IEU overall behavioural science work:
 - a) Strategic guidance and support in developing an effective operating model. This may include building a strategic plan, developing internal processes, and outlining external collaboration models. Busara agrees to provide guidance and support where requested by IEU.
 - b) Collaborate on proof-of-principle projects to build credibility and a strong organizational case for embedding behavioural insights into the GCF.
 - c) Sharing resources for staffing and support of IEU behavioural science work including interns, full time staff and consultants (without implying this entails financial commitments)
 - b. Bringing behavioural insights to programs and organizations dedicated to climate change:
 - d) Information and knowledge sharing activities on matters related to research and behavioural insights on climate change
 - e) Sharing and disseminating knowledge and experience including the development of joint knowledge products
 - f) Supporting workshops, seminars, training courses and joint events related to climate change and behavioural insights / behaviour change
 - c. Building a community of practice around behavioural insights for climate change adaptation and resilience:
 - g) Developing joint work programs to enhance the use of behavioural science in climate change programming
 - h) Developing joint programs to advance and advocate the development on behavioural science researchers who are global south nationals or researchers based in the global south and are doing related work in climate change
 - i) Contributing new knowledge on the use of behavioural insights in climate change mitigation and adaptation
 - j) Sharing lessons and insights about the use of behavioural insights in individual and joint work to a public audience
 - k) Encouraging funding and co-funding opportunities to drive the use of behavioural science in 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

For BUSARA CENTER FOR BEHAVIORAL ECONOMICS

Dr. Channing Jang
[REDACTED]
Princeton, NJ 08540, USA
E-mail address: [REDACTED]

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

ARTICLE 11: TERMINATION OF AGREEMENT

1. This MoU may be terminated:
 - a. In the event, based on an assessment of the activities implemented pursuant to this MoU, either Party considers that the MoU has not been implemented satisfactorily. Such assessment shall be jointly conducted by the Parties every 12 months; or

- b. if, at any time during the term of the MoU, either Party considers that the MoU is no longer fulfilling the intended purposes or if any difficulty arises which adversely affects the implementation of the MoU.
2. Before giving any notice of termination pursuant to this Article 10, 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 subject to a ninety (90) day prior written notice to the other Party. 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 represents the entire agreement and understanding between the Parties with respect to the subject matter thereof.

For and on behalf of
BUSARA CENTER FOR BEHAVIORAL
ECONOMICS

By: 

Name: Chaning Jang

Date: March 31, 2020

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

By: 

Name: Jyotsna Puri

Date: March 31, 2020