



GREEN
CLIMATE
FUND

Independent
Evaluation
Unit

MEMORANDUM OF UNDERSTANDING

BETWEEN

**BANQUE OUEST AFRICAINE DE DEVELOPPEMENT
(BOAD)**

AND

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

ON

PARTNERSHIP

for

Evaluation for GCF Funded Activities

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

THE GREEN CLIMATE FUND (“GCF” or the “Fund”), 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

BANQUE OUEST AFRICAINE DE DÉVELOPPEMENT, (“BOAD”) an international public institution created by the Agreement Establishing a west African development bank dated November 14th, 1973 as supplemented by the Treaty of the West African Economic and Monetary Union, whose registered office is at 68, Avenue de la Libération Lomé – Togo (the “Accredited Entity”).]

The Accredited Entity and the Independent Evaluation Unit (“IEU”) on behalf of the GCF, are hereinafter referred to individually as a “Party” and jointly as the “Parties” to this MoU.

PREAMBLE

WHEREAS the IEU is an independent unit of the GCF, mandated by paragraph 60 of the 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 that BOAD is a public international financial institution which aims to promote the balanced development of its member states and to achieve economic integration of West Africa, in accordance with Article 2 of its Statute, the financing of priority projects relating to rural development, environment, basic infrastructure, modern infrastructure, telecommunications, energy, industry, transport, agribusiness, tourism, and other services and, as such, it has extensive experience in financing projects;

WHEREAS the GCF and the Accredited Entity entered into an accreditation master agreement on 3 April 2017 (the “AMA”), which sets forth, amongst others, the general terms and conditions applicable in connection with a Funded Activity, and establishes that the Accredited Entity shall cooperate with the Accountability Units of the GCF, such as the IEU, and provide them reasonable assistance in carrying out their functions, and that, for the purposes of the conduct of evaluations by the GCF, the Accredited Entity shall provide information and documentation as reasonably requested by GCF to enable it to assess the results and impacts of Funded Activities;

WHEREAS the GCF and the Accredited Entity have entered into the Funded Activity Agreement(s) ("FAA(s)") set out in Annex 1 to this MoU for the implementation of the Funded Activity(ies) described therein;

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

1.01 The purpose of this MoU is to outline the general terms of the partnership as mutually agreed upon between the IEU and the Accredited Entity for the conduct of evaluations, and results and impacts assessments, of the Funded Activities described in the FAAs included in Annex 1 of this MoU, as such annex may be updated from time to time by the Parties, and to clarify the scope of each Party's expectations under the partnership. This partnership aims to increase the capacity of the IEU and the Accredited Entity to measure the results and impacts caused by the Funded Activities, through a combination of technical work that aims to improve the quality of data collection at baseline and endline, build counterfactuals, and build and measure real-time implementation tracking systems.

1.02 In accordance with the terms of reference of the IEU approved by the GCF Board, the objectives of the partnership are to (i) promote evaluation assessments as a means to inform and measure not only overall effects caused by each Funded Activity but also to assist GCF and the Accredited Entity to learn and identify best implementation processes for GCF Funded Activities, and (ii) disseminate the use of main tools and methodologies for the application of Learning Oriented Real-time Impact Assessment ("LORTA") which consist of theory-based counterfactual impact evaluation methods.

ARTICLE 2: SCOPE OF COOPERATION

2.01 To achieve the objectives stated in Article 1, pursuant to the AMA, the Parties will mutually cooperate as follows:

- a) IEU agrees to provide technical, advisory and quality control support on:
 - (i) developing impact evaluation design for the Funded Activities;
 - (ii) implementing the impact evaluation design;
 - (iii) collecting baseline, mid-line and endline data as necessary;
 - (iv) piloting survey and implementing tracking and measurement; and
 - (v) conducting data analysis as well as producing baseline and final report.

- b) The Accredited Entity agrees to:
- (i) actively engage, collaborate, and work closely with the IEU and the respective technical assistance provider(s) designated by IEU, if any, throughout the evaluation process;
 - (ii) comply with the timelines and standards of quality set by the IEU and its technical assistance provider(s), if any, which are determined in consultation with the corresponding country project team;
 - (iii) allocate the budget for baseline, mid-line and endline data collection as necessary; and
 - (iv) in accordance with the AMA, give right to access and use all data collected in relation to the Funded Activities during the impact evaluation activities to the IEU for further analysis and reporting.

2.02 The Parties may from time to time wish to incorporate other Funded Activities within the scope of this MoU. If so, the Parties may revise the list of FAAs specified in Annex 1 of this MoU. Furthermore, the Parties may agree on any additional terms for the specific activities to be carried out under the areas of cooperation contemplated under this MoU. Upon written agreement, which will be concluded by an exchange of letters, any such additional annexes agreed by the Parties (collectively, the "Annexes") shall be an integral part of the MoU. Annexes are subject to all provisions of this MoU and will, in their preamble, 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

3.01 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.

3.02 The activities mentioned in Article 2 above 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: STATUS OF THE PARTIES

4.01 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.

4.02 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 5: NON-WAIVER OF PRIVILEGES AND IMMUNITIES

5.01 Nothing in this MoU shall in any way constitute or imply a waiver, renunciation, termination, or modification by the GCF 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 and the Agreement between the Republic of Korea and the Green Climate Fund concerning the Headquarters of the Green Climate Fund.

5.02 Nothing in this MoU shall in any way constitute or imply a waiver, renunciation, termination, or modification by BOAD 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, and the Agreement establishing a West African Development Bank dated November 14th, 1973 as supplemented by the Treaty of the West African Economic and Monetary Union (WAEMU), and the Agreement between WAEMU States and BOAD concerning the Headquarters of BOAD.

ARTICLE 6: NATURE OF THE MOU

6.01 This MoU serves only as a record of the Parties' views and 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, other than those provided in Article 4.1 (*Status of the Parties*), this Article 6 and Article 10 (*Confidentiality*).

6.02. For avoidance of doubt, this MoU is entered without prejudice of the provisions in the AMA and FAA(s), and does not in any way contravene or modify any of terms agreed thereof.

ARTICLE 7: LIAISON

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

For the IEU:

Mr. Andreas Reumann
Head of the Independent Evaluation Unit a.i.
Green Climate Fund
175, Art Center-daero
Yeonsu-gu, Incheon 22004
Republic of Korea
Fax: [REDACTED]
E-mail address: [REDACTED]

For the Accredited Entity:

Mr. Damit Serge Didier AMANY

Head of Ex-Post Project Evaluation,

Department of Innovation and Sustainable Development (DIDD)

68, Avenue de la Libération,

BP: 1172

Lomé (Togolese Republic)

E-mail address: [REDACTED]

7.02 The designated persons and/or units above will oversee the implementation of this MoU and ensure its efficient functioning.

ARTICLE 8: DURATION

8.01 The provisions of this MoU may not be waived or amended except by written agreement signed by both Parties. The Parties shall consult each other concerning any amendment requested by either Party to the provisions of this MoU. Any amendment shall be agreed upon between the Parties in writing and shall enter into force after each Party has satisfied its necessary legal requirements.

8.02 This MoU shall enter into force on the latter of (i) the date on which both Parties have signed this MoU or (ii) such other date as indicated in the MoU, if applicable.

8.03 This MoU shall remain in force until the earlier of (i) the termination of the AMA and FAAs, or (ii) the termination of this MoU in accordance with paragraph 8.4 below, if applicable.

8.04 Either Party may terminate this MoU upon advance written notice to the other Party of a minimum period of ninety (90) calendar 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 agreed and taken by the Parties to ensure that the termination does not affect any prior obligation or activity in progress.

ARTICLE 9: Dispute Resolution

9.01 The Parties anticipate resolving any disputes arising out of, or in connection with, this MoU through mutual negotiations and discussions in good faith and in accordance with the AMA.

ARTICLE 10: CONFIDENTIALITY

10.01 Any Confidential Information made known to a Party by the other in the course of the implementation of this MoU shall be subject to the relevant

provisions in the AMA.

ARTICLE 11. MISCELLANEOUS

11.01 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.

11.02 Capitalized terms in this MoU shall have the meaning ascribed to them in the AMA, unless otherwise required by context.

11.03 The Parties may enter into such supplementary arrangements or agreements within the scope of this MoU as may be appropriate.

11.04 Without prejudice to the provisions of the AMA or any FAA, each Party shall promptly inform the other Party of any development which in its judgment it considers as interfering with the successful completion of the cooperation activity, and shall consult each other and take steps for the elimination or rectification of such development.

11.05 Any relevant matter for which no provision is made in this MoU, the AMA or any FAA, shall be determined in a manner mutually acceptable to the Parties and in this regard, each Party shall, in compliance with its internal legal framework, give due consideration to any proposal advanced by the other Party.

The Parties, acting through their duly authorized representatives have signed this MoU as follows:

For and on behalf of
BANQUE OUEST AFRICAINE DE
DEVELOPPEMENT

By: 

Name: Damit Serge Didier AMANY
Title: Head of Ex-Post Project Evaluation,
Director of Department of Innovation and
Sustainable Development (DIDD) a.i.

Date:

01 JUL 2022

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

By: 

Name: Andreas Reumann
Title: Head of the Independent
Evaluation Unit a.i.

Date:

14 July 2022

Annex 1. List of Funded Activities

1. FAA for FP [138]: [*ASER Solar Rural Electrification Project*], dated [24 June 2021];