



**GREEN
CLIMATE
FUND**

Independent
Evaluation
Unit

**TRUSTED EVIDENCE.
INFORMED POLICIES.
HIGH IMPACT.**



DEval
GERMAN
INSTITUTE FOR
DEVELOPMENT
EVALUATION

MEMORANDUM OF UNDERSTANDING

BETWEEN

**GERMAN INSTITUTE FOR DEVELOPMENT EVALUATION
(DEval)**

AND

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

ON A

LEARNING PARTNERSHIP



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

The **INDEPENDENT EVALUATION UNIT (IEU)** on behalf of 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 **GERMAN INSTITUTE FOR DEVELOPMENT EVALUATION (DEval)**, is a *gemeinnützige Gesellschaft mit beschränkter Haftung* (gGmbH), roughly equivalent to a non-profit Limited Liability Company (Ltd.) with juridical personality and seat in Bonn, Germany. Its sole shareholder is the Federal Republic of Germany, represented by the Federal Ministry for Economic Cooperation and Development (BMZ). Funding comes exclusively from budget allocations by the BMZ.

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 DEval is an independent evaluation institute mandated by the German federal government to evaluate the performance of German development cooperation.

WHEREAS the mission of DEval is to provide greater transparency about German development cooperation through its evidence-based evaluations and related work. The institute supports the German Federal Ministry for Economic Cooperation and Development (BMZ) to enhance its development cooperation policy making and ultimately to increase the effectiveness and impact of development interventions by Germany’s implementing organizations and NGOs.

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 learning partnership around the evaluation of projects and programs in the areas of climate change of the GCF and the DEval.



ARTICLE 2: SCOPE OF COOPERATION

1. To achieve the objectives stated in Article 1, the Parties shall exchange technical (incl. methodological) expertise and lessons-learned related to assessment and evaluation of the projects and programs and to inform each other's evolving understandings and associated work programs related to climate change and other relevant topics of international development. Moreover, the Parties will cooperate in the following areas:
 - a) Sharing and disseminating knowledge and experience, including the development of joint knowledge products, including but not limited to;
 - I. Evidence gap maps.
 - II. Impact evaluation.
 - III. Other types of evaluations, including for instance process-, theory-based-, meta-evaluations or evaluation-syntheses.
 - IV. Systematic reviews.
 - V. Evidence for project success or failure.
 - VI. Quantitative and qualitative methods of measurement.
 - VII. Standards of good evidence.
 - VIII. Development of indicators.
 - IX. Evaluation criteria (incl. OECD DAC)
 - X. Evaluation methods including geo-spatial impact assessments
 - b) Supporting organization of workshops, seminars, training courses, and joint event on topics related to evaluation;
 - c) Facilitating and supporting, where possible, the exchange of experts and secondment of staff and researchers belonging to both institutions (GCF IEU and DEval). Also, support relevant GCF IEU and DEval staff and researchers in developing its area of evaluation support by providing advice and inputs on types of assessment and evaluation criteria GCF and/or DEval may want to use in reviewing projects and programs;
 - d) Other activities that may be mutually useful and strategic.
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 memoranda of understanding 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 laws, internal objectives, mandates, functions, policies and procedures of the Parties.
5. In any procurement that is jointly undertaken, IEU and DEval will discuss methods of process so that rules of both organizations are adhered to. If no mutual agreement is reached in the specification of the procurement process, neither organization is under any obligation to proceed.
6. In procuring services for joint work, teams will have to adhere to procurement rules for both organisations and will need to separately file paperwork for both organizations.

ARTICLE 4: 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; or by the European Data Protection Regulation (2018); or that ought reasonably under the circumstances to be treated as confidential or proprietary.
2. The Parties agree that the provisions of this Article shall continue to be binding between the Parties notwithstanding the termination of this MoU.

ARTICLE 5: 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 6: 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 7: 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.
2. The Parties recognize the importance of intellectual property rights protecting the materials used for or resulting from the joint activities conducted under the framework established by this MoU. This MoU does not grant the right to use materials belonging to or created by either Party. Each Party will retain intellectual property rights in all materials developed and produced by it and its staff or consultants. The Parties will agree in writing on the ownership of any intellectual property rights that may arise in any work to be created by the collaborative activities to be undertaken pursuant to this MoU.
3. The Parties will discuss and agree on matters related to authorship on any jointly produced product before the outset of the work on the product in question.
4. Should either Party wish to publish the work results it has achieved within the scope of this Agreement the mutual protectable interests of either party must also be taken into account.
5. All publications shall refer explicitly to this cooperation as the origin of the published results as well as to the other Party.

ARTICLE 8: 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.



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ARTICLE 9: 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 the German Institute for Development Evaluation:

Dr. Sven Harten
German Institute for Development Evaluation
Fritz-Schäffer-Str. 26
53113 Bonn
Germany
Fax: +49 228 69 07 6950
E-mail address: sven.harten@deval.org

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

ARTICLE 10: 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 11: PRINCIPLES OF THE AGREEMENT

1. The MoU is valid for 36 months from the date of signing. Either Party may propose revisions to the MoU at any time and both parties must agree in writing to any such modifications.
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.



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ARTICLE 12: 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 German Institute for Development
Evaluation (DEval)

For and on behalf of
the Independent Evaluation Unit of the
Green Climate Fund (IEU)

By: [SIGNED]
Prof. Dr. JÖRG FAUST
Director
Date: 10 August 2018

By: [SIGNED]
Dr. Jyotsna Puri
Head
Date: 21 August 2018

By: [SIGNED]
Sylvia Vogt
Project Administrator
Date: 10 August 2018