

Republic of Rwanda



Ministry of Environment



GREEN
CLIMATE
FUND

Independent
Evaluation
Unit

MEMORANDUM OF UNDERSTANDING

BETWEEN

MINISTRY OF ENVIRONMENT

AND

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

ON

PARTNERSHIP

FOR

EVALUATION FOR GCF FUNDED ACTIVITIES

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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

The **GOVERNMENT OF RWANDA**, acting through the Ministry of Environment (MOE) (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 the GCF and the Accredited Entity entered into an accreditation master agreement on [23 June, 2016] as amended on 3rd May 2019 (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 AMA further states that the IEU may, upon mutual agreement and in cooperation with the Accredited Entity, undertake evaluability assessments as well as impact evaluations at different stages of implementation of a Funded Activity, for which purposes the Accredited Entity will provide reasonable



assistance in promoting cooperation with to the IEU, including agreements as is mandated in the terms of reference of the IEU;

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: NATURE OF THE MOU

5.01 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 (*Status of the Parties*), this Article 5 and Article 9 (*Confidentiality*).

5.02. 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 6: LIAISON

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

For the IEU:

Dr. Jyotsna Puri
Head of the 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 Accredited Entity:

Fatina MUKARUBIBI

Permanent Secretary, Ministry of Environment

Nyarugenge Pension Plaza, KN 3rd Road

P.O Box 3502 Kigali-Rwanda E-mail address: fmukarubibi@environment.gov.rw

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

ARTICLE 7: DURATION

7.01 The provisions of this MoU may not be waived or amended except by written agreement signed by both Parties.

7.02 This MoU shall enter into force on the latter of the date on which both Parties have signed this MoU.

7.03 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 7.4 below, if applicable.

7.04 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 8: Dispute Resolution

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

ARTICLE 9: CONFIDENTIALITY

9.01 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 10: INTELLECTUAL PROPERTY



10.01 The Parties hereby agree that the use of trademarks, copyrights, patents, logos and all other intellectual property rights of any party by the other requires a specific written agreement.

10.2 Parties further agree that ownership of all intellectual property rights mentioned in 10.01 supplied by either party under this agreement that arises as a result of this cooperation agreement shall remain vested in such party unless otherwise specifically agreed to in writing by the said Parties.

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.

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

For and on behalf of
Ministry of Environment

By: _____

Name: Fatima MUKARUBI
Title: Permanent Secretary

Date: *September 5, 2019*



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

By: _____

Name: Jyotsna Puri
Title: Head of the IEU

Date: *September 5, 2019*



Annex 1. List of Funded Activities

1. FAA for FP 073: [], dated 20/12/2018;