

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE DIRECTORATE OF THE INTER-AMERICAN INSTITUTE FOR GLOBAL CHANGE RESEARCH
AND
THE DEGREES INITIATIVE**

WHEREAS the Inter-American Institute for Global Change Research (hereinafter referred to as “IAI”), having its headquarters at Av. Italia 6201, Ed. Los Tilos, Office 103, Montevideo, Uruguay 11307 is an intergovernmental treaty organization in the Americas, established in 1994 to develop the capacity of understanding the integrated impact of past, present and future global change on regional and continental environments in the Americas and to promote collaborative, well informed actions at all levels. The IAI pursues the principles of scientific excellence, international cooperation and full and open exchange of scientific information relevant to global environmental change, so that scientists and decision makers throughout the Americas might jointly address the critical issues associated with global change;

WHEREAS the Directorate of the Inter-American Institute for Global Change Research is the primary administrative organ of the Institute, per Article VIII, paragraph 1 of the *Agreement establishing the Inter-American Institute for Global Change Research*.

WHEREAS the Degrees Initiative, located at c/o Bates Wells, 10 Queen Street Place, London, EC4R 1BE, United Kingdom, is a Company Limited by Guarantee without share capital registered in England and Wales (company number: 13290405) and a charity registered in England and Wales (charity number: 1196532) has as its objective to build the capacity of developing countries to evaluate solar radiation modification (SRM). This is achieved through undertaking outreach through engagement workshops in the Global South, community building activities which promote South–South and South–North connection and collaboration, and the funding of research through the Degrees Modelling Fund that empowers scientists in the Global South to ask their own questions and develop their own expertise.

WHEREAS the Degrees Initiative and the IAI share common objectives with regard to the enhancement of national and regional institutional capacities in the Americas on aspects of global change related to the sciences of the earth, ocean, atmosphere and climate including the mitigation and adaptation to global change;

NOW, THEREFORE, the IAI Directorate and the Degrees Initiative (HEREINAFTER COLLECTIVELY REFERRED TO AS “Parties”) HAVE AGREED TO COOPERATE UNDER THIS MEMORANDUM OF

UNDERSTANDING AS FOLLOWS:

Article 1

Interpretation

1. References to this MOU shall be construed as including any Annexes, as varied or amended in accordance with the terms of this MOU. Any Annexe shall be subject to the provisions of this MOU, and in case of any inconsistency between an Annex and this MOU, the latter shall prevail.
2. Implementation of any subsequent activities, projects and programmes pursuant to this MOU, including those involving the transfer of funds between the Parties, shall necessitate the execution of appropriate legal instruments between the Parties. The terms of such legal instruments shall be subject to the provisions of this MOU.
3. This MOU represents the complete understanding between the Parties and supersedes all prior MOUs, communications and representations, whether oral or written, concerning the subject matter of this MOU.
4. Any Party's failure to request implementation of a provision of this MOU shall not constitute a waiver of that or any other provision of this MOU.

Article 2

Duration

5. This MOU shall be effective upon the last date of signature of the approving officials and remain in force until 31 December 2025, unless terminated in accordance with Article 15 below.

Article 3

Purpose

6. The purpose of this MOU is to promote cooperation between the IAI Directorate and the Degrees initiative, building on the complementarity between relevant parts of IAI's mandate, which are to produce knowledge and data on global change in the Americas and to build capacity on these issues, and the Degrees Initiative which is to build the capacity of developing countries to evaluate solar radiation modification, ensuring informed and confident representation from the Global South .

Article 4

Areas of Cooperation

7. Areas of Cooperation are agreed jointly through the cooperation mechanism in the MOU. Policies and priorities under this MOU may also be jointly reviewed on an annual basis by the Parties pursuant to Article 5 to allow the Parties to respond to newly emerging issues in the realm of environment and sustainable development.

8. The Parties have agreed to the following preliminary and overarching areas of cooperation for this MOU, which form part of the work programme of the Degrees Initiative, and are also priorities or ongoing activities of IAI Directorate, in accordance with its mandate. All could be strengthened through the cooperation of the Parties. The Parties have agreed to the following:
9. The IAI Directorate will contribute to the objectives of the Degrees Initiative by:
- i. Disseminating information on the work programme of the Degrees Initiative with IAI Parties;
 - ii. Establishing joint scientific and capacity building programs in the Americas on solar radiation modification, where appropriate and at the request of IAI Parties;
 - iii. Exploring programs to foster cooperation among universities in the Americas and universities participating in the Degrees Initiative's projects and programs;
 - iv. Strengthening the participation of IAI investigators, research organizations and Party decision-makers in the Degrees Initiative-related processes, as appropriate and at the request of IAI Parties, ; and
 - v. Contributing to the IAI science programmes, including generation of new knowledge and collection of new data, with expertise and strategies evolving from the Degrees Initiative products and deliverables.
10. The Degrees Initiative will contribute to the objectives of the IAI by:
- i. **Disseminating information on the work programmes of IAI that are appropriate for the Degrees Initiative's network in the Americas;**
 - ii. **Establishing joint scientific and capacity building programs in the Americas on solar radiation modification, where appropriate;**
 - iii. **Sharing updates and outputs of relevant solar radiation modification research programmes;**
 - iv. **Supporting cooperation across the Americas through scientific research programs and outreach workshops.**
11. The above list is not exhaustive and should not be taken to exclude or replace other forms of cooperation between the Parties on other issues of common interest.

Article 5

Organization of the Cooperation

12. The Parties shall hold bilateral meetings on matters of common interest, in accordance with an agenda agreed to in advance by the Parties, for the purpose of developing and monitoring collaborative projects. Such meetings shall take place on an ad hoc basis to:

- i. discuss technical and operational issues related to furthering the objectives of this MOU;
 - and,
 - ii. review progress of work undertaken by the Parties pursuant to a separate legal instrument in the priority areas of cooperation.
13. Within the context defined above, further bilateral meetings at desk-to-desk and at expert level shall be encouraged and set up on an ad hoc basis as deemed necessary by the relevant the Degrees Initiative staff members and the IAI Directorate to address matters of common interest for the implementation of activities in specific areas, countries and regions.
14. In implementing activities, projects and programs in the agreed priority areas, the Parties shall execute a separate legal instrument appropriate for the implementation of such initiatives. In identifying the areas of cooperation under this MOU, due regard shall be given to IAI Directorate's geographic coverage; capacity for implementation and experience in the related field.
15. Where IAI Directorate is organizing a meeting with external participation at which policy matters related to the aims of this MOU shall be discussed, the IAI Directorate shall, as appropriate, either invite the Secretariat of the Degrees Initiative to participate in the meeting or update the Secretariat of the Degrees Initiative on relevant policy matters discussed at the meeting.

Article 6

Status of the Parties and their Personnel

16. The Parties acknowledge and agree that IAI is an entity separate and distinct from the Degrees Initiative. The employees, personnel, representatives, agents, contractors or affiliates of the IAI Directorate, including the personnel engaged by the IAI Directorate for carrying out any of the project activities pursuant to this MOU, shall not be considered in any respect or for any purposes whatsoever as being employees, personnel, representatives, agents, contractors or affiliates of the Degrees Initiative, nor shall any employees, personnel, representatives, agents, contractors or affiliates of the Degrees Initiative be considered, in any respect or for any purposes whatsoever, as being employees, personnel, representatives, agents, contractors or affiliates of the IAI Directorate.
17. Neither Party shall be entitled to act or make legally binding declarations on behalf of the other Party. Nothing in this MOU shall be deemed to constitute a joint venture, agency, interest grouping or any other kind of formal business grouping or entity between the Parties.

Article 7

Fundraising

18. To the extent permitted by the Parties' respective regulations, rules and policies, and subject to sub-article 2, the Parties may engage in fundraising from the public and private sectors to support the activities, projects and programs to be developed or carried out pursuant to this MOU.

19. Neither Party shall engage in fundraising with third parties in the name of or on behalf of the other, without the prior express written approval of the other Party in each case.

Article 8

Intellectual Property Rights

20. Nothing in the MOU shall be construed as granting or implying rights to, or interest in, intellectual property of the Parties, except as otherwise provided in Article 8.2.
21. In the event that the Parties foresee that intellectual property that can be protected shall be created in relation to a particular activity, project or program to be carried out under this MOU, the Parties shall negotiate and agree on terms of its ownership and use in the relevant legal instrument concluded.

Article 9

Use of Name and Emblem

22. Neither Party shall use the name, emblem or trademarks of the other Party, its subsidiaries and/or affiliates, or any abbreviation thereof, in connection with its business or for public dissemination without the prior expressly written approval of the other Party in each case.
23. The Parties agree to recognize and acknowledge this partnership, as appropriate. To this end, the Parties shall consult with each other concerning the manner and form of such recognition and acknowledgement.

Article 10

Confidentiality

24. The handling of information shall be subject to each Party's corporate confidentiality policies.
25. Before disclosing internal documents, or documents that by virtue of their content or the circumstances of their creation or communication must be deemed confidential, of the other Party to third parties, each Party shall obtain the express, written consent of the other Party. However, a Party's disclosure of another Party's internal and/or confidential documents to an entity the disclosing Party controls or with which it is under common control, or to an entity with which it has a confidentiality agreement, shall not be considered a disclosure to a third party, and shall not require prior authorization.

Article 11

Responsibility

26. Each Party will be responsible for dealing with any claims or demands arising out of its actions or

omissions, and those of its respective personnel, in relation to this MOU.

Article 12
Dispute Settlement

27. The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of this MOU. Where the Parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then prevailing, or according to such other procedure as may be agreed between the Parties.
28. Any dispute, controversy or claim between the Parties arising out of this MOU which is not settled amicably in accordance with the foregoing sub-article may be referred by either Party to arbitration under the UNCITRAL Arbitration Rules then in force. The arbitral tribunal shall have no authority to award punitive damages. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

Article 13
Notification and Amendments

29. Each Party shall promptly notify the other in writing of any anticipated or actual material changes that will affect the execution of this MOU.
30. The Parties may amend this MOU by mutual written agreement, which shall be appended to this MOU and become an integral part of it.

Article 16
Termination

31. Either Party may terminate this MOU by giving 3 months' prior written notice to the other Party.
32. Upon termination of this MOU, the rights and obligations of the Parties defined under any other legal instrument executed pursuant to this MOU shall cease to be effective, except as otherwise provided in this MOU.
33. Any termination of the MOU shall be without prejudice to (a) the orderly completion of any ongoing collaborative activity and (b) any other rights and obligations of the Parties accrued prior to the date of termination under this MOU or legal instrument executed pursuant to this MOU.

IN WITNESS WHEREOF, the duly authorized representatives of the Parties affix their signatures below.

For the Degrees Initiative



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Name: Andy Parker
Title: Chief Executive Officer

For the IAI Directorate



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Name: Dr. Marcos Regis da Silva
Title: Executive Director

Date: 31 May 2023

Date: 31 May 2023

Parties' initials: