



MEMORANDUM OF UNDERSTANDING

BETWEEN

THE DIRECTORATE OF THE INTER-AMERICAN INSTITUTE FOR GLOBAL CHANGE RESEARCH AND

THE ALLIANCE FOR JUST DELIBERATION ON SOLAR GEOENGINEERING (DSG)

WHEREAS the Inter-American Institute for Global Change Research (hereinafter referred to as "IAI"), having its headquarters at Ciudad del Saber, Ed. Innova 104, Office 24, Clayton, Ancón, Panamá, is an intergovernmental treaty organization in the Americas, established in 1994 to develop the capacity to understand 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 Alliance for Just Deliberation on Solar Geoengineering (hereinafter referred to as DSG), whose headquarters are located at 4306 12th St NE, Washington DC, 20017, United States of America, is a US-based nonprofit organization focused on the intersections of solar geoengineering (SG) with climate change justice and international governance. DSG's mission is to work toward just and inclusive deliberation around research and potential use of SG.

WHEREAS the IAI and DSG share common objectives regarding the pursuit of international cooperation and the full and open exchange of scientific information relevant to global change policy.

THEREFORE, THE IAI DIRECTORATE AND DSG (HEREINAFTER COLLECTIVELY REFERRED TO AS "Parties") HAVE AGREED TO COOPERATE UNDER THIS MEMORANDUM OF UNDERSTANDING AS FOLLOWS:

Purpose

This Memorandum of Understanding (MoU) fosters collaboration between IAI and DSG. This partnership aims to leverage both organizations' complementary strengths. IAI is dedicated to producing knowledge on global change and building capacity relevant to addressing global environmental change challenges and sustainability, while DSG focuses on promoting fair and inclusive deliberation on the research and potential future use of solar geoengineering.

This collaboration seeks to prepare IAI member states for meaningful participation in international deliberations on solar geoengineering in multilateral forums by supporting capacity-building efforts and enhancing political engagement among policy actors, particularly in countries most vulnerable to climate change.

Article 2

Areas of Cooperation

The Parties shall jointly agree on the areas of cooperation through the mechanisms established in this Memorandum of Understanding (MoU). The cooperation activities under this MoU may include, but are not limited to:

- **Co-organizing Capacity Building Workshops**: Collaborating to design and deliver workshops aimed at enhancing skills and knowledge in the field of climate interventions.
- **Co-Producing Knowledge Products**: Working together to develop and disseminate reports, articles, case studies, and other knowledge materials.
- **Disseminating Relevant Information to IAI Parties**: Sharing critical information and updates with the Inter-American Institute for Global Change Research (IAI) parties, ensuring broad access to knowledge.
- Sharing Relevant Research Funding Opportunities: Informing each other and stakeholders about available funding opportunities for research and projects in the field of solar geoengineering.

Article 3

Responsibilities

- **1.** Agreement on Responsibilities: Both Parties shall collaboratively determine and agree upon their respective responsibilities for each activity undertaken under this MoU or annexes. Such agreements will be made before initiating any activity to ensure clarity and mutual understanding of each Party's roles and contributions.
- 2. Activity-Specific Roles: For each specific activity, project, or initiative, the Parties shall:

- Identify the lead organization and supporting organization(s) for the activity.
- Define the scope of work, tasks, and deliverables for each Party.
- Outline the timeline and milestones for the completion of activities.
- Allocate resources, including personnel, financial, and material contributions, as agreed.
- Establish communication protocols and reporting mechanisms to track progress and address any issues promptly.
- **3. Mutual Support and Cooperation:** The Parties commit to supporting one another in fulfilling their responsibilities and achieving the objectives of the MoU. This includes sharing relevant information, resources, and expertise, as well as providing feedback and assistance when needed.
- **4. Review and Adjustment:** The Parties agree to review the responsibilities and arrangements regularly and make adjustments as necessary to accommodate changes in the scope of activities, organizational capacities, or external circumstances. Any changes to the responsibilities must be agreed upon in writing by both Parties.

Obligations of the Parties

The IAI and DSG commit to making the necessary arrangements to implement this MoU successfully. Both parties are responsible for ensuring that all activities under the MoU, including any financial arrangements, comply with relevant legal and regulatory requirements in both Uruguay and the United States. This includes adhering to each jurisdiction's applicable laws, regulations, and policies.

Article 5

Financial Responsibilities

This MoU establishes that the Inter-American Institute for Global Change Research and the Alliance for Just Deliberation on Solar Geoengineering will agree upon specific contributions and financial responsibilities for activities, which will be detailed in separate agreements or annexes to this MoU, as needed. This will ensure transparency and accountability in financial management.

Article 6

Communication and Dissemination of Workshop Information

Both parties agree to collaborate on promoting the workshops through various channels, including but not limited to social media platforms, official websites, newsletters, and relevant networks. The parties will coordinate efforts to ensure that all communication is accurate and consistent, maintaining a unified message across all platforms. This collaborative approach aims to maximize the outreach and impact of the activities undertaken through this institutional collaboration, ensuring that critical information reaches the intended audiences effectively.

Confidentiality

The handling of information shall adhere to the confidentiality policies of each Party. Prior to disclosing any internal documents or information that is deemed confidential by virtue of its content or the circumstances of its creation or communication, each Party must obtain the express, written consent of the other Party. This requirement applies to disclosures to third parties. However, disclosures to entities that are under the control of, or in common control with, the disclosing Party, or to entities with which the disclosing Party has a confidentiality agreement, shall not be considered disclosures to third parties and will not require prior authorization. This ensures that sensitive information is protected while allowing necessary internal communications.

Article 8

Responsibility

Each Party shall be responsible for addressing any claims or demands arising from its own actions or omissions, as well as those of its respective personnel, in relation to this MoU. This includes taking appropriate measures to manage and resolve any issues or disputes that may arise, ensuring accountability and compliance with the terms of the MoU.

Article 9

Dispute Settlement, Conciliation and Arbitration

Any dispute between the Parties relating to the interpretation and the execution of the MOU, or any document arrangement relating thereto, shall be settled by amicable negotiation between the Parties.

Nothing in the MOU or in any document or arrangement relating thereto, shall be construed as constituting a waiver of privileges or immunities of the Parties, nor as conferring any privileges or immunities of each Party to the other Party.

Article 10

Notification and Amendments

Each Party shall promptly notify the other in writing of any anticipated or actual material changes that will affect the execution of this MOU.

The Parties may amend this MOU by mutual written agreement, which shall be appended to this MOU and become an integral part of it.

Termination

The MOU shall enter into force on the date of its last signature and be valid for a period of two years and can be amended at any time by the mutual written consent of the Parties. It shall subsequently be renewed tacitly for successive periods of two years, unless either Party gives a written notice to the other Party of its intention not to renew this MOU at least three months prior to the date of expiration.

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.

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 IAI Directorate

For DSG

Name: Dr. Anna Stewart Ibarra

Title: Executive Director

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Name: Dr. Shuchi Talati

Title: Founder and Executive Director

Date: 8 October 2024 Date: 8 October 2024