

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE UNITED NATIONS ENVIRONMENT PROGRAMME IN ITS CAPACITY AS THE INSTITUTION
PROVIDING THE SECRETARIAT OF THE INTERGOVERNMENTAL SCIENCE-POLICY PLATFORM ON
BIODIVERSITY AND ECOSYSTEM SERVICES
AND
FUTURE EARTH INTERNATIONAL

WHEREAS the Intergovernmental Science-Policy Platform on Biodiversity and Ecosystem Services (hereinafter referred to as “IPBES”) has as its objective to strengthen the science-policy interface for biodiversity and ecosystem services for the conservation and the sustainable use of biodiversity, long-term human wellbeing and sustainable development, and its functions are:

- a. To identify and prioritize key scientific information needed for policy-makers on appropriate scales and to catalyze efforts to generate knowledge;
- b. To perform regular and timely assessments of knowledge on biodiversity and ecosystem services and their inter-linkages;
- c. To support policy formulation and implementation by identifying policy relevant tools and methodologies to enable decision makers to gain access to those tools and methodologies, and where necessary, to promote and catalyze their further development;
- d. To prioritize key capacity building needs to improve the science-policy interface at appropriate levels.

WHEREAS the United Nations Environment Programme (hereinafter referred to as “UN Environment”), having its headquarters at United Nations Avenue, Nairobi, Kenya, provides the IPBES Secretariat at the request of the IPBES Plenary, and has its Secretariat headquarters at Platz der Vereinten Nationen 1, 10th floor, 53113 Bonn, Germany;

WHEREAS UN Environment is the leading global environmental authority that sets the global environmental agenda, promotes the coherent implementation of the environmental dimension of sustainable development within the United Nations system and serves as an authoritative advocate for the global environment;

WHEREAS Future Earth International (hereinafter referred to as “Future Earth”), having its headquarters at Suite 1020, 1250 Guy Street, H3H 2T4 Montreal, Quebec, Canada is an international research platform providing the knowledge and support to accelerate transformations to a sustainable world. It coordinates new, interdisciplinary approaches to research on three themes: Dynamic Planet, Global Sustainable Development and Transformations towards Sustainability. It aims to be a platform for international engagement to ensure that knowledge is generated in partnership with society and users of science. It is open to scientists of all disciplines, natural and social, as well as engineering, the humanities and law. Future Earth is sponsored by the Science and Technology Alliance for Global Sustainability, which has as members the International Council for Science (ICSU), the International Social Science Council (ISSC), the Belmont Forum of funding agencies, the Sustainable Development Solutions Network (SDSN), the United Nations Educational, Scientific, and Cultural Organization (UNESCO), UN Environment, the United Nations University (UNU), and the World Meteorological Organization;

WHEREAS IPBES Secretariat and Future Earth share common objectives with regard to the conservation, protection, enhancement and support of nature and natural resources, including biological diversity worldwide, and wish to collaborate to further these common goals and objectives within their respective mandates and governing rules and regulations;

NOW, THEREFORE, UN ENVIRONMENT, IN ITS CAPACITY AS THE INSTITUTION PROVIDING THE SECRETARIAT OF IPBES, AND FUTURE EARTH (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 Annex 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**

1. This MOU shall be effective upon the last date of signature of the approving officials and remain in force until 30 May 2019, marking the end of the first work programme of IPBES, unless terminated in accordance with Article 15 below.

**Article 3
Purpose**

1. The purpose of this MOU is to provide a framework of cooperation and understanding, and to facilitate collaboration between the Parties to further their shared goals and objectives in regard to the conservation, protection, enhancement and support of nature and natural resources, including biological diversity and ecosystem services worldwide.
2. The objectives of this MOU shall be achieved through:
 - a. Regular dialogue and meetings between the Secretariat of IPBES and Future Earth;

- b. Execution of a separate legal instrument between the Parties to define and implement any subsequent activities, projects and programmes pursuant to Article 1.2.

Article 4 Areas of Cooperation

1. 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.
2. The Parties have agreed to the following preliminary and overarching themes and areas of cooperation for this MOU, which form part of the work programme of IPBES and have been approved by its Plenary. The items listed below are also priorities or ongoing activities of Future Earth, in accordance with its mandate. All could be strengthened through the cooperation of the Parties. The Parties have agreed to:
 - a. Increase the number of experts nominated for IPBES assessments by Governments and by institutions, by having Future Earth publicise the calls for experts issued by IPBES, and by having Future Earth nominate scientists in response to these calls;
 - b. Strengthen the peer review process for IPBES assessments by having Future Earth publicise the requests for comments on drafts of assessments issued by IPBES;
 - c. Cooperate in the organisation of dialogues between IPBES experts, research funding agencies and research organisations on knowledge gaps identified by IPBES and catalyse funding for new research in order to align research priorities in Future Earth with policy needs of IPBES;
 - d. Improve the generation of new knowledge and collection of new data through activities carried out by Future Earth on the gaps in knowledge and data identified by IPBES;
 - e. Cooperate in activities that allow Future Earth to carry out new research on scenarios and models, in response to the needs identified by the IPBES Methodological Assessment on Scenarios and Models of Biodiversity and Ecosystem Services;
 - f. Strengthen the involvement of non-governmental stakeholders in IPBES, by having Future Earth contribute to the stakeholder engagement strategy of IPBES.
3. 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

1. The Parties shall hold regular 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 at least once every year to:

- a. discuss technical and operational issues related to furthering the objectives of this MOU;

and

b. review progress of work undertaken by the Parties pursuant to a separate legal instrument in the priority areas of cooperation mentioned in Article 4 above.

2. 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 IPBES secretariat staff members and Future Earth to address matters of common interest for the implementation of activities in specific areas, countries and regions.

3. In implementing activities, projects and programmes in the agreed priority areas, the Parties shall execute separate legal instruments appropriate for the implementation of such initiatives in accordance with Article 1.2 above. In identifying the areas of cooperation under this MOU, due regard shall be given to the Parties' geographic coverage; capacity for implementation and experience in the related field.

4. Where Future Earth is organizing a meeting with external participation at which policy matters related to the aims of this MOU shall be discussed, Future Earth shall, as appropriate, either invite the Secretariat of IPBES to participate in the meeting or update the Secretariat of IPBES on relevant policy matters discussed at the meeting.

Article 6

Status of the Parties and their Personnel

1. The Parties acknowledge and agree that Future Earth is an entity separate and distinct from the United Nations, including UN Environment-the Secretariat of IPBES. The employees, personnel, representatives, agents, contractors or affiliates of Future Earth, including the personnel engaged by Future Earth 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 United Nations, including UN Environment-the Secretariat of IPBES, nor shall any employees, personnel, representatives, agents, contractors or affiliates of UN Environment be considered, in any respect or for any purposes whatsoever, as being employees, personnel, representatives, agents, contractors or affiliates of Future Earth.

2. 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

1. To the extent permitted by the Parties' respective regulations, rules and policies, and subject to Article 7.2, the Parties may engage in fundraising from the public and private sectors to support the activities, projects and programmes to be developed or carried out pursuant to this MOU.

2. 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

1. 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.
2. 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 programme 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 as per Article 1.2.

Article 9
Use of Name and Emblem

1. 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. In no event shall authorization of the UN, UN Environment or IPBES name or emblem be granted for commercial purposes or for use in any manner that suggests an endorsement by UN Environment or IPBES of Future Earth's products, business practices or services.
2. Future Earth acknowledges that it is familiar with the independent, international and impartial status of the UN and UN Environment, including the IPBES Secretariat, and recognizes that their names and emblems may not be associated with any political or sectarian cause or otherwise used in a manner inconsistent with the status of the UN and UN Environment, including the IPBES Secretariat.
3. 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
United Nations Privileges and Immunities

1. Nothing in or relating to this MOU shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs.

Article 11
Confidentiality

1. The handling of information shall be subject to each Party's corporate confidentiality policies.
2. 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.

3. For UN Environment, a principal or subsidiary organ of the United Nations established in accordance with the Charter of the United Nations shall be deemed to be a legal entity under common control.

**Article 12
Responsibility**

1. 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.

2. Future Earth shall indemnify, hold and save harmless and defend at its own expense, the United Nations and UN Environment, including the secretariat of IPBES, their officials, personnel and representatives, from and against all suits, claims, demands and liability of any nature or kind which may arise in relation to this MOU due to any actions or omissions attributable to Future Earth.

**Article 13
Dispute Settlement**

1. 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.

2. 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 14
Notification and Amendments**

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

2. 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 15
Termination**

1. Either Party may terminate this MOU by giving 3 months' prior written notice to the other Party.

2. 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.

3. 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

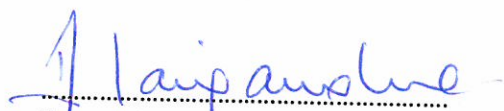
the date of termination under this MOU or legal instrument executed pursuant to this MOU.

4. The obligations under Articles 8-13 do not lapse upon expiry or termination of this MOU.

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

For the United Nations Environment Programme

For Future Earth International



Name: Anne Larigauderie
Title: Executive Secretary, IPBES Secretariat



Name:
Title:

Date: 6 March 2017

Date: 6 March 2017

