

MEMORANDUM OF UNDERSTANDING

BETWEEN

EUROPEAN INVESTMENT BANK

AND

**UNITED NATIONS ENVIRONMENT
PROGRAMME**

Brussels, 2 March 2020

The present Memorandum of Understanding ("MoU") is made by and between:

European Investment Bank, having its Head Office at 100, Boulevard Konrad Adenauer, L-2950, Luxembourg (the "EIB"),

on one part, and

The United Nations Environment Programme, having its Headquarters at UN Avenue, Nairobi, 00100, Kenya ("UNEP")

on the other part,

together referred to as the "**Parties**", each of them as a "**Party**".

THE PARTIES TO THIS MEMORANDUM OF UNDERSTANDING:

CONSIDERING that the European Investment Bank (hereinafter referred to as EIB) is the financial investment arm of the European Union ("EU") created by the Treaty establishing the European Community. The role of the EIB is to support investments consistent with EU policy objectives;

CONSIDERING that the United Nations Environment Programme (hereinafter referred to as UNEP) is the leading organization within the United Nations system in the field of environment and climate change and has a major area of focus of its global mandate, the conservation, protection, enhancement and support of nature and natural resources, including biological diversity, worldwide;

~~*CONSIDERING* that UNEP has the mandate to the Regional Office for Europe;~~ [12 WORDS CROSSED OUT]

RECOGNISING that the Parties share common objectives with regard to the climate change, 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;

WHEREAS the Parties intend to conclude this Memorandum of Understanding (hereinafter referred to as MoU) with the aim of consolidating, developing and detailing their cooperation and effectiveness to achieve the common objective in the field of environment;

HAVE REACHED THE FOLLOWING UNDERSTANDING:

ARTICLE I - PURPOSE

- 1.1 The purpose of this MoU is to provide a framework for the envisaged cooperation and to facilitate collaboration between the Parties to further support their shared goals and objectives with regards to the implementation of Sustainable Development Goals with the focus on environment and climate change priorities.
- 1.2 The entering into this MoU does not prejudice by any means the possibility or right of each Party to collaborate with other entities in the same or similar fields covered by this MoU.
- 1.3 Any existing MoU or other agreement between the Parties is not affected by this MoU. This MoU does not prevent the signature of any other MoU or agreement between the Parties.
- 1.4 The Parties are entering into this MoU having full regard to their internal governing bodies, statutes, institutional mandate and procedures as amended from time to time.

ARTICLE II – SCOPE OF COOPERATION

- 2.1 The parties acknowledge that the following areas of collaboration are envisaged within the context of the MoU:
 - a) Regular dialogue and meeting between UNEP and EIB;
 - b) Joint public events, in particular in Brussels, to raise awareness on specific topics;
 - c) Joint expert meetings in priority areas;
 - d) Data exchanges;
 - e) Secondments in relation to the achievement of specific shared goals; and
 - f) Joint projects
- 2.2 The areas of collaboration under this MoU may also be jointly reviewed on annual basis by the parties pursuant to Article III of the MoU, in order to allow the Parties to respond to newly emerging issues in the realm of environmental and climate change.

ARTICLE III – ORGANISATION OF THE COOPERATION

- 3.1 The Parties may hold regular bilateral meetings on matters of common interest, in accordance with an agenda agreed to in advance by the Parties. Such meetings will have the purpose of:
 - a) Identifying or discussing specific areas of potential collaboration on a case-by-case basis and agree on an action plan;
 - b) Review the progress towards the achievement of common goals and the implementation of agreed action plans;
 - c) Discuss technical and operational issues related to furthering the objectives of this MoU; and;
 - d) Review progress of work undertaken by Parties pursuant to a separate agreement that may be agreed in advance by the Parties in the intended areas of cooperation.
- 3.2 Within the context defined above, further bilateral meetings may occur at expert level as deemed necessary by the Parties to address matters of common interest for the implementation of activities in specific areas, countries and regions.

- 3.3 In implementing activities, projects and programmes in the agreed areas of collaboration, the Parties may consider additional collaboration, subject to a separate agreement that may be agreed in advance by the Parties. In identifying such areas of collaboration under this MoU, due regard shall be given to EIB's geographic coverage; capacity of implementation and experience in the related field.

ARTICLE IV – EXCHANGE OF INFORMATION

4. Subject to their internal rules and procedures, the Parties may share information for achieving the aims and scope of this MoU according to the form of cooperation agreed to with the EIB.

ARTICLE V – NON-BINDING NATURE AND PRIVILEGES AND IMMUNITIES

- 5.1 This MoU reflects the Parties' intention to cooperate, expressed in good faith. This MoU does not create any legal obligation or the incurrence of any liability on the Parties. This MoU does not represent any commitment with regard to funding or any form of preferential treatment on the part of either Party. Any detailed commitments shall be laid down in separate agreements that may be entered into by the Parties.
- 5.2 Nothing in this MoU shall constitute a waiver, or be construed as constituting a waiver of the immunities, privileges and exemptions enjoyed by the Parties, including the privileges and immunities enjoyed by their personnel.
- 5.3 It is further understood that nothing in this MoU shall be construed as allowing or compelling the Parties to exceed in any way the boundaries of their respective constituent instruments, mandates, procedures and policies, and resources.
- 5.4 The cooperation between the Parties is subject to the policies and procedures of the Parties and to such further agreements and approvals as may be required for specific proposed activities.

ARTICLE VI – INTELLECTUAL PROPERTY RIGHTS

6. Nothing in the MoU shall be construed as granting or implying rights to, or interest in, intellectual property of the Parties.

ARTICLE VII – USE OF NAME AND EMBLEM

- 7.1 Neither Party may 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.
- 7.2 EIB acknowledges that it is familiar with the independent, international and impartial status of the UN and UNEP, and recognises 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 UNEP.

ARTICLE VIII – DATA PROTECTION, DISCLOSURE RULES AND CONFIDENTIALITY

- 8.1 This MoU may be made publicly available by the Parties in accordance with their respective rules and procedures on data protection and disclosure¹. By entering into this MoU, the Parties consent to such disclosure.
- 8.2 Subject to the Parties' respective rules and procedures on data protection and disclosure, the Parties agree that information and documents exchanged between the Parties pursuant to this MoU shall not be disclosed to third parties without consulting in writing with the concerned Party.

ARTICLE IX – SETTLEMENT OF DISPUTES

9. Any dispute arising out of, or in connection with, the interpretation or application of any provision of this MoU will be settled amicably through consultations or by such similar means.

ARTICLE X - ENTRY INTO FORCE, DURATION AND TERMINATION

- 10.1 This MoU shall enter into force from the date of the last signature.
- 10.2 This MoU shall have a validity term of two years from its entry into force. Such term might be extended by written agreement between the Parties.
- 10.3 If at any time a Party considers, at its sole discretion, that the continuation of this MoU is no longer appropriate, that Party may terminate this MoU by giving 2 months written notice to the other Party. In this case, the Parties shall take any necessary action to ensure that such termination will not be prejudicial to any activity in progress pursuant to this MoU.

ARTICLE XI – NOTIFICATION AND AMENDMENTS

- 11.1 No amendment to this MoU shall be effective unless in writing and signed by duly authorised representatives of all Parties. The Parties may amend the provisions herein or enter into supplementary arrangements by mutual agreement between the Parties through a document amending the MoU signed by both Parties.
- 11.2 Each Party shall promptly notify the other in writing of any anticipated or actual material changes that will affect the execution of this MoU.

ARTICLE XII – REVIEW

12. The Parties agree that, at any time from the entry into force of the agreement, they shall consult each other in deciding on possible revisions to the MoU and/or future courses of action.

¹ In particular in relation to the EIB, Regulation (EC) No 2018/1725 of 23 October 2018 on the protection of natural persons with regard to the processing of personal data by the Union institutions, bodies, offices and agencies and of the free movement of such data. For UNEP, the following applies: ST/SGB/2004/15 (29 November 2004) on the Use of information and communication technology resources and data; ST/SGB/2007/6 (12 February 2007) on Information sensitivity, classification and handling; and UNEP also has its own policy on access to information "Access-to-Information Policy" (Revised) (28 January 2016).

ARTICLE XIII – INTERPRETATION

13. The section headings in this MoU are for convenience only and are not intended, and shall not be construed to alter, limit or enlarge in any way the scope or meaning of the language contained in this MoU.

ARTICLE XIV – CAPACITY OF SIGNATORY

14. The person signing this MoU on behalf of each Party hereby states that he or she is an officer of the Party and has requisite legal power and authority to execute this MoU on behalf of the Party.

ARTICLE XV – NOTICES AND COMMUNICATIONS

15. Notices and other communications given under this MoU addressed to either Party shall be made to the address as set out above, or to such other address as a Party previously notifies to the other.

IN WITNESS WHEREOF, the Parties have caused this MoU to be executed on their behalf in 3 originals in the English language, (2) two copies for the EIB, (1) one copy for UNEP.

Signed for and on behalf of

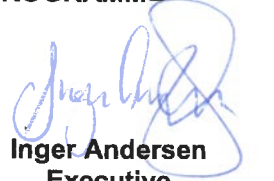
EUROPEAN INVESTMENT BANK



**Emma Navarro
Vice-
President**

Signed for and on behalf of

**UNITED NATIONS ENVIRONMENT
PROGRAMME**



**Inger Andersen
Executive
Director**

Date: 02 March, 2020

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