

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE UNITED NATIONS ENVIRONMENT PROGRAMME

AND

THE EUROPEAN SPACE AGENCY

ON

**COOPERATION IN THE USE OF EARTH OBSERVATION
DATA AND TECHNOLOGY FOR THE ENVIRONMENT**

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 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, represented for the purpose of this Memorandum by Inger Andersen, in his capacity as Under-Secretary-General of the United Nations and Executive Director of the United Nations Environment Programme;

and

The European Space Agency, an international organisation established by the Convention for the establishment of a European Space Agency which was opened for signature in Paris on 30 May 1975 and entered into force on 30 October 1980 (hereinafter referred to as "ESA"), represented for the purpose of this Memorandum by Mr Josef Aschbacher, in his capacity as ESA Director General;

(collectively referred to as "Parties" and individually as "Party"),

WHEREAS UNEP is the global programme of the United Nations (UN) whose mission is to set the environmental agenda and promote the coherent implementation of the environmental dimension of sustainable development within the UN system, and serve as an authoritative advocate for the global environment;

WHEREAS ESA's mission is to provide for and to promote, for exclusively peaceful purposes, cooperation among European States in space research and technology and their space applications, with a view to ensure that investment in space continues to deliver benefits to the citizens of Europe and the world;

WHEREAS ESA, within the framework of its mission and through its ESA Earth Observation Programme Directorate improves observation techniques to their most updated technological state and expands scientific knowledge and applications for the benefit of society;

WHEREAS the Parties wish to increase the synergies of their activities and accelerate the use of Earth Observation data and technology for the benefit of society;

RECALLING that ESA and UNEP, through their respective mandates, strive to ensure a sustainable future for our planet;

RECALLING that Earth Observation satellites can provide measurements capable of filling existing information gaps on the environment and contribute to the improvement of knowledge on the state of the ecosystems and that such data is essential for environment agencies, national statistical offices, civil society organizations working in the field of ecosystems conservation, protection and restoration;

HAVING REGARD to the Declaration of Intent signed on 9 March 2023 between the Director of the Early Warning and Assessments Division of UNEP, Mr Jian Liu, and the Director of Earth Observation Programmes at ESA, Ms Simonetta Cheli;

THEREFORE, the Parties, have reached the following understanding (hereinafter referred to as "MoU"):

Article 1: Purpose

1. The purpose of this MoU is to define the terms and conditions for the collaboration between ESA and UNEP to accelerate the use of Earth Observation ("EO") data and technology in light of both parties' respective missions as described above.
2. The objectives of this MoU are to:
 - a) improve the exchange of knowledge and expertise between the Parties;
 - b) strengthen the synergy of their programmes and activities, each within their respective mandates;
 - c) foster the operational use of EO integrated solutions to address local and global environmental matters.
3. The implementation of specific activities, projects and programmes pursuant to this MoU shall take the form of separate implementing arrangements. The terms of such arrangements shall be subject to the provisions of this MoU and to the rules and procedures of each Party.

Article 2: Areas of Cooperation

1. The areas of cooperation jointly identified by ESA and UNEP will include, among others:
 - a) Ecosystem and natural resources conservation and restoration;
 - b) Sustainable development, consumption and production, and the green transition;
 - c) Monitoring the impacts of climate change on the environment and human populations, and supporting adaptation strategies;
 - d) Biodiversity conservation;
 - e) Environmental protection and pollution monitoring;
 - f) Ecosystem accounting and nature capital valuation;
 - g) Disaster risk reduction, early warning systems, and early warning on the environment;
 - h) Science and innovation for environmental sustainability.

2. In that context, the Parties will explore opportunities to work as implementation partners in the context of *inter alia*, the Global Environment Facility (GEF) actions, the UNEP Green Climate Fund (GCF) and the ESA Space for Green Future Accelerator.

Article 3: Implementation and Coordination

1. The implementation of this cooperation will be done in particular through:
 - a) Sharing of field data sets and surveys by UNEP, important for Earth Observation products prototyping and validation purposes;
 - b) Support of access to open Earth Observation data sets such as those provided by ESA's Earth Explorer and the Copernicus missions;
 - c) Facilitating interoperability across platforms (such as UNEP's world environment situation room);
 - d) Co-development of innovative Earth Observation algorithms, products and applications relevant for the mandate of UNEP, making use of cutting-edge information technology capabilities;
 - e) Demonstration and validation of Earth Observation capabilities in the frame of UNEP's mandate, facilitating operational solutions;
 - f) Exchange of experts to increase the sharing of knowledge between UNEP and ESA.
2. The Parties shall hold regular bilateral meetings on matters of common interest, in accordance with an agenda agreed to in advance by the Parties. Such meetings shall take place as often as necessary, and at least once every 12 months, to:
 - a) Identify and discuss the areas of cooperation in Article 2;
 - b) Discuss technical and operational issues related to furthering the objectives of this MoU; and
 - c) Review progress of work undertaken by both parties in the areas of cooperation identified in Article 2 above.
3. Within the context defined above, regular coordination meetings at working and at expert level between ESA and UNEP will allow the definition of specific activities and projects. These meetings shall be encouraged to take place on an ad-hoc basis as deemed necessary by the relevant divisions of the Parties, in order to review the implementation and progress of the joint activities.
4. To implement activities, projects and programmes in the agreed areas, the Parties shall execute separate instruments appropriate for the implementation of each initiative in accordance with Article 1, Section 3 above.

Article 4: Status of the Parties, Personnel and Related Entities

1. The Parties acknowledge and agree that ESA is an entity separate and distinct from the United Nations, including UNEP. The employees, personnel, representatives, agents, contractors, sub-contractors or other related entities of ESA engaged by ESA to carry out any of the activities, projects or programmes conducted pursuant to this MoU, shall not be considered in any respect or for any purposes whatsoever as being employees, personnel, representatives, agents, contractors, sub-contractors or other related entities of the United Nations, including UNEP, nor shall any employees, representatives, agents, contractors, sub-contractors or other related entities of UNEP or the United Nations be considered, in any respect or for any purposes whatsoever, as being employees, representatives, agents, contractors, sub-contractors or other related entities of ESA.
2. The Parties shall undertake the activities under this MoU in accordance with their respective rules and regulations, including data use policy and guidelines. Where compliance with rules may lead to a difficulty in performing under the MoU, or adhering to its provisions, the Party concerned shall bring such difficulty to the attention of the other Party with a view to resolving the matter appropriately and amicably.
3. 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 grouping or entity between the Parties.

Article 5: Exchange of Information

The Parties shall keep each other informed of their respective activities, projects and programmes and their progress and shall exchange related scientific and technical information of mutual interest through the transmission of technical and scientific reports and notes from one Party to the other.

Article 6: Intellectual Property Rights

1. Title in intellectual property, in particular copyright, in material such as information, software and maps, made available by ESA or UNEP to be used to carry out activities under this MoU shall remain with the originating Party or their related entities (e.g. contractors and sub-contractors). Appropriate authorizations for use of such materials by the other Party shall be addressed in the agreements concluded in accordance with Article 1, Section 3 above.

2. Intellectual property rights over materials developed collaboratively by the Parties shall be addressed in each individual case in a supplementary agreement concluded under this MoU pursuant to Article 1, Section 3 of this MoU. Such agreement will address:
 - a) the allocation of rights related to, or interest in, such intellectual property;
 - b) the responsibilities, costs, and actions to be taken to establish and maintain intellectual property rights; and
 - c) the terms and conditions of any license or other intellectual property rights to be exchanged between the Parties or granted by one Party to the other Party.

Article 7: Use of Name and Logo

The Parties agree not to use the other Party's name or logo in any press release, memo, report, or other published disclosure related to this MoU without the prior written consent of the Party concerned.

Article 8: Proprietary Information

1. It is acknowledged that each Party may possess information, which is proprietary to it or to third parties collaborating with it. Any information provided by one Party (hereinafter referred to as the "Disclosing Party") to the other Party (hereinafter referred to as the "Receiving Party") in the context of this MoU shall be treated by the Receiving Party as proprietary.
2. The Receiving Party shall take all reasonable measures to keep information received pursuant to Article 8, Section 1 proprietary and shall only use the information for the purpose for which it was provided. The Receiving Party shall ensure that any persons having access to the said information shall be made aware of and be bound by the obligations of the Receiving Party hereunder.
3. Notwithstanding the foregoing, there shall be no obligation of confidentiality or restriction on use where (i) the information is publicly available, or becomes publicly available otherwise than by action of the Receiving Party; or (ii) the information was already known to the Receiving Party (as evidenced by its written records) prior to its receipt; or (iii) the information was received from a third party not in breach of an obligation of confidentiality owed to the Disclosing Party; or (iv) the Disclosing Party has given its written consent to disclosure to the Receiving party.

Article 9: Liaison

The Parties appoint the following contact persons for implementation of the MoU:

UNEP Point of Contact:

Alexandre Caldas, Chief, Big Data Branch, Early Warning and Assessment
Division, P.O. Box 30552, Nairobi-00100, Kenya
Email: alexandre.caldas@un.org

ESA Point of Contact:

Giuseppe Ottavianelli, Head of the Applications section, Directorate of Earth
Observation Programmes, European Space Agency, Via Galileo Galilei, 1,
00044 Frascati, Italy

Email: giuseppe.ottavianelli@esa.int

Article 10: Financial Arrangements

1. The activities undertaken under this MoU are carried out on a voluntary and reciprocal basis, within the existing mandates and in accordance with the internal rules and procedures of UNEP and of ESA respectively. Therefore, no exchange of funds is envisaged in order to carry out the activities under this MoU and UNEP and ESA will, unless otherwise provided for in the implementing arrangements referred to in Article 1 Section 3, each bear the costs of any expenditure it incurs under this Arrangement, including travel and subsistence of their respective staff and transportation of all equipment and documentation for which they are responsible.
2. In the execution of this cooperation specific activities may require specific financial arrangements, which UNEP and ESA may conclude pursuant to Article 1 Section 3 above and in accordance with their applicable rules and procedures.

Article 11: Privileges and Immunities and Applicable Law

1. Nothing in this MoU or in any document or arrangement relating thereto shall be construed as constituting a waiver of the privileges or immunities of UNEP or ESA, nor as extending any privileges or immunities of either Party to the other Party or its personnel.
2. The present MoU and any document or arrangement relating thereto shall be governed by public international law, to the exclusion of any single national system of law.

Article 12: Settlement of Disputes

1. Any dispute between the Parties concerning the interpretation and execution of this MoU, or any document or arrangement relating thereto, shall be settled by negotiation between the Parties. Any differences that may not be so settled shall be brought to the attention of the Executive Heads of the two institutions for final resolution.
2. Any dispute which may arise regarding the interpretation or application of this MoU which cannot be resolved as indicated above shall be referred to arbitration in accordance with the Arbitration Rules of the United Nations Commission on International Trade Law (UNCITRAL).

Article 13: Amendments

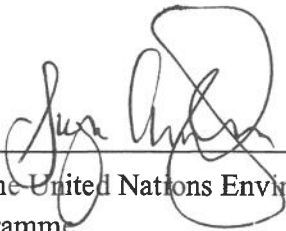
This MoU may be amended at any time by mutual consent of the Parties. Any amendment shall enter into force following an exchange of written notifications confirming acceptance of the amendment between the Parties.

Article 14: Entry into Force and Duration

1. This MoU shall enter into force upon the last date of signature of the authorised representatives of ESA and UNEP and will remain in force for a period of five years. Thereafter, the activities under this MoU may be continued by the express written consent between the Parties for further periods of five years.
2. Notwithstanding Article 14, Section 1, either Party may terminate this MoU at any time upon 3 months prior written to the other Party. Additionally, the Parties may terminate the MoU at any time by mutual consent.
3. Any termination of this MoU shall be without prejudice to the orderly completion of any ongoing collaborative activity and 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. The provisions of Articles 6 and 8 shall survive the expiry or termination of this MoU.

IN WITNESS WHEREOF, the undersigned duly authorised representatives of the Parties have signed this MoU.

Done in Dubai on 3 December 2023, in two originals, in the English language.



For the United Nations Environment
Programme
Inger Andersen
Under-Secretary-General of the
United Nations and Executive
Director of the United Nations
Environment Programme

For the European Space Agency
Josef Aschbacher
ESA Director General