

Memorandum of understanding between the Conference of the Parties to the United Nations Framework Convention on Climate Change and the Conference of the Parties serving as the meeting of the Parties to the Paris Agreement, on the one hand, and the United Nations Office for Disaster Risk Reduction and the United Nations Office for Project Services, on the other, regarding the hosting of the Santiago network secretariat

This memorandum of understanding (MOU) is concluded between the Conference of the Parties to the United Nations Framework Convention on Climate Change (COP) and the Conference of the Parties serving as the meeting of the Parties to the Paris Agreement (CMA) (hereinafter collectively referred to as the governing body¹), on the one hand, and the United Nations Office for Disaster Risk Reduction (UNDRR) and the United Nations Office for Project Services (UNOPS) (hereinafter each referred to as “the Party” and collectively referred to as “the Parties”), on the other, regarding the hosting of the secretariat of the Santiago network for averting, minimizing and addressing loss and damage associated with the adverse effects of climate change.

Preamble

Whereas, the CMA, by decision 2/CMA.2, established, as part of the Warsaw International Mechanism, the Santiago network for averting, minimizing and addressing loss and damage associated with the adverse effects of climate change,

Whereas, the mission of the Santiago network is to catalyse the technical assistance of relevant organizations, bodies, networks and experts for the implementation of relevant approaches at the local, national and regional level in developing countries that are particularly vulnerable to the adverse effects of climate change,

Whereas, the CMA, by decision 19/CMA.3, endorsed by the COP in decision 17/CP.26, decided the functions of the Santiago network, including on facilitating the consideration of a wide range of topics relevant to averting, minimizing and addressing loss and damage approaches, including but not limited to current and future impacts, priorities and actions related to averting, minimizing and addressing loss and damage, pursuant to decisions 3/CP.18 and 2/CP.19, the areas referred to in Article 8, paragraph 4, of the Paris Agreement and the strategic workstreams of the five-year rolling workplan of the Executive Committee of the Warsaw International Mechanism (hereafter referred to as the “Executive Committee”);

Whereas, the CMA, by decision 12/CMA.4, endorsed by the COP in decision 11/CP.27, adopted the terms of reference of the Santiago network (hereinafter referred to as the “Terms of Reference”) and decided its structure with a hosted secretariat to be known as the Santiago network secretariat, an Advisory Board and a network of member organizations, bodies, networks and experts,

Whereas, UNDRR and UNOPS submitted a joint proposal dated 31 March 2023 (hereinafter the “Proposal”) regarding the hosting of the Santiago network secretariat,

¹ Pending the outcome of the COP 28 Presidency consultations on the governance of the Warsaw International Mechanism for Loss and Damage associated with Climate Change Impacts; nothing in this MOU prejudices Parties’ views or prejudices outcomes on matters related to the governance of the Warsaw International Mechanism.

Whereas, UNDRR aims to substantially reduce the risk and losses in lives, livelihoods and health and in the economic, physical, social, cultural and environmental assets of persons, businesses, communities and countries as part of its mandate to support the implementation, follow-up and review of the Sendai Framework for Disaster Risk Reduction 2015–2030,

Whereas, UNOPS is an operational arm of the United Nations established by United Nations General Assembly decision 48/501 of 19 September 1994 and acts as a central resource for the United Nations system in procurement, contracts management and other capacity development activities, as well as providing efficient, cost-effective services to partners in its specialized areas,

Whereas, the CMA, [by decision xx/CMA.5, endorsed by the COP in decision xx/CP.28], selected the joint proposal of UNDRR and UNOPS (hereinafter referred to as “the Proposal”) for the hosting of the Santiago network secretariat,

Whereas, UNOPS confirms that it has the necessary authorization to enter into this MOU;

Whereas, the United Nations General Assembly by decision “...”,² at its 78th session, authorized the United Nations Office for Disaster Risk Reduction to enter into this MOU.

Whereas, the governing body authorizes the UNFCCC Executive Secretary to sign, on behalf of the governing body, this MOU

NOW THEREFORE the Parties to this MOU have agreed to the following:

I. Purpose

1. The purpose of this MOU is to stipulate the terms of the relationship between the governing body and UNDRR and UNOPS with respect to the hosting of the Santiago network secretariat in accordance with [decision xx/CMA.5, endorsed by the COP in decision xx/CP.28].

II. Role and responsibilities of the governing body

2. The Santiago network secretariat shall be accountable to and operate under the guidance of the governing body through the Advisory Board of the Santiago network (hereinafter referred to as the Advisory Board).

3. The governing body shall consider the joint annual report of the Santiago network and the Executive Committee of the Warsaw International Mechanism for Loss and Damage associated with Climate Change Impacts (hereinafter referred to as the Executive Committee), submitted through the subsidiary bodies in accordance with paragraph 19 of annex I to decision 12/CMA.4, endorsed by decision 11/CP.27, and other future decisions of the governing body, and provide guidance thereon.

4. In taking decisions that would affect the hosting of the Santiago network secretariat, the governing body shall take into consideration any views and information provided by UNDRR and UNOPS.

² The decision will be available after the conclusion of the 78th session of the United Nations General Assembly.

III. Role and responsibilities of the Advisory Board of the Santiago network

5. The members of the Advisory Board shall be elected in accordance with decision 12/CMA.4, endorsed by decision 11/CP.27.

6. The Advisory Board shall provide guidance and oversight to the Santiago network secretariat on the effective implementation of the functions of the Santiago network in accordance with its terms of reference.³

IV. Role and responsibilities of the United Nations Office for Disaster Risk Reduction and the United Nations Office for Project Services

7. UNDRR and UNOPS will host the Santiago network secretariat as a dedicated secretariat in accordance with the provisions of this MOU and the terms of reference of the Santiago network, as well as with their respective legal and regulatory frameworks, including regulations, rules and procedures. Cooperation between UNDRR and UNOPS will be addressed in a separate agreement between the two organizations.

8. UNDRR and UNOPS shall make use of regional and subregional UNDRR offices in all United Nations geographical regions, as appropriate, to serve as designated units for providing relevant services and support for catalysing effective and timely technical assistance in developing countries that are particularly vulnerable to the adverse effects of climate change.

9. UNOPS, in consultation with UNDRR, shall design a lean, cost-effective organizational structure and provide the necessary administrative and infrastructural support for the effective functioning of the Santiago network secretariat, in accordance with relevant UNOPS regulations, rules and procedures, and subject to the financing provided pursuant to section VII below.

10. UNOPS shall appoint, in consultation with UNDRR, subject to the endorsement of the Advisory Board⁴ and pursuant to the Staff Regulations and Rules of the United Nations,⁵ the Director of the Santiago network secretariat through a merit-based, open and transparent process.

11. UNOPS shall select and appoint, in consultation with UNDRR and in accordance with technical guidance from UNDRR, pursuant to the Staff Regulations and Rules of the United Nations, a small core team of professional and administrative staff, managed by the Director, to support the Santiago network secretariat in meeting its responsibilities and performing its functions efficiently and effectively.

12. UNDRR will provide the Santiago network secretariat with technical backstopping and expertise in the domain of averting, minimizing and addressing loss and damage consistently with the guidelines for preventing potential and addressing actual and perceived conflicts of interest in relation to the Santiago network (see para. 16 below.).

13. UNOPS, and UNDRR where required, shall administer the funds that will be provided to the Santiago network to support technical assistance for the implementation of relevant approaches to averting, minimizing and addressing loss and damage associated with the adverse effects of climate change in developing countries that are particularly vulnerable to those effects in support of the functions

³ Decision 12/CMA.4, annex I.

⁴ In accordance with decision 12/CMA.4, annex I, para. 7(g).

⁵ Available at <<https://digitallibrary.un.org/record/3930354>

of the Santiago network, including the engagement of appropriate organizations, bodies, networks and experts, in accordance with its regulations, rules and procedures. The funds will be managed in accordance with the respective regulations and rules of UNOPS and UNDRR, as applicable.

14. UNDRR and UNOPS shall provide in-kind and other support for the Santiago network secretariat to carry out its roles and responsibilities, as set out in the terms of reference of the Santiago network.

15. UNDRR and UNOPS shall provide periodic updates on matters regarding the Santiago network secretariat, and the Santiago network secretariat shall make this information available in the annual report prepared in accordance with paragraph 19 of annex I to decision 12/CMA.4, endorsed by decision 11/CP.27.

16. UNDRR and UNOPS shall implement the guidelines preventing potential and addressing actual and perceived conflicts of interest in relation to the Santiago network, including any conflicts of interest that may arise when organizations, bodies, networks and experts are engaged in providing technical support to the Santiago network secretariat while responding to technical assistance requests, or when the host of the Santiago network secretariat is responding as an organization, body, network or expert to technical assistance requests, which shall be approved by the Advisory Board at its 1st meeting.

17. UNDRR and UNOPS shall provide support to the work of the Advisory Board and ensure that the necessary arrangements are in place for the meetings of the Advisory Board, including privileges and immunities for members of the Board in line with existing practice;

18. The respective heads of UNDRR and UNOPS⁶ shall be responsible for the execution of the functions of UNDRR and UNOPS under this MOU in accordance with their respective legal and regulatory frameworks, including their regulations, rules, policies and procedures. The governing body acknowledges that UNDRR and UNOPS shall not be responsible for any allegations, claims and/or damages arising from the activities performed pursuant to this MOU, except in the event of gross negligence or wilful misconduct on the parts of UNDRR and/or UNOPS.

V. Role and functions of the Santiago network secretariat

19. The Santiago network secretariat shall operate within its terms of reference⁷ and shall be accountable to and operate under the guidance of the Advisory Board and in accordance with relevant decisions of the governing body.

20. The Santiago network secretariat shall facilitate the implementation of the functions of the network and shall manage its day-to-day operations in accordance with decision 12/CMA.4, paragraph 6, endorsed by decision 11/CP.27 and other relevant decisions of the governing body.

21. The Santiago network secretariat shall elaborate modalities and procedures for the network under the guidance of and by the approval of the Advisory Board.⁸

22. The Santiago network secretariat shall develop and execute a work programme, to be approved by the Advisory Board, building on synergies with the five-year rolling workplan of the Executive Committee.⁹

23. The Santiago network secretariat shall manage and direct the disbursement of funds provided for the network consistently with UNOPS and UNDRR respective

⁶ UNDRR is headed by the United Nations Special Representative of the Secretary-General for Disaster Risk Reduction and UNOPS is headed by the Executive Director.

⁷ Decision 12/CMA.4, annex I, chap. IV.A.

⁸ Decision 12/CMA.4, para. 17.

⁹ Decision 12/CMA.4, annex I, chap IV B

fiduciary standards, legal and ethical integrity policies, and financial rules and regulations.

24. The Santiago network secretariat shall make use of regional and subregional United Nations offices in all United Nations geographical regions, as appropriate, to serve as designated units to provide relevant services and support for catalysing effective and timely technical assistance in developing countries particularly vulnerable to the adverse effects of climate change.

25. The Santiago network secretariat shall prepare, under the guidance of the Advisory Board, an annual report on the activities of the Santiago network secretariat and the Santiago network and on the performance of their respective functions for consideration and approval by the Advisory Board.¹⁰ The annual report shall include the elements referred to in paragraph 18 of annex I to decision 12/CMA.4, endorsed by decision 11/CP.27.

26. The Santiago network secretariat shall report annually to the Advisory Board information on the in-kind and other support provided by UNDRR and UNOPS that has contributed to its ability to carry out its roles and responsibilities, as set out in the terms of reference of the Santiago network.

27. The Santiago network secretariat shall carry out financial management, auditing and reporting functions and implement a robust accountability system, sound financial systems of international standard, and a fiduciary record that ensures the correct, impartial administering and disbursement of funds. The annual financial audit shall be carried out in accordance with UNOPS and UNDRR respective regulations, rules and policies, as applicable, and will be made available to the Advisory Board and the funding sources within six months of the closure of the financial year.

28. The Santiago network secretariat shall ensure the coordination and collaboration of the work of the Santiago network with relevant UNFCCC constituted bodies, in particular the Executive Committee, as well as exploring synergies with other initiatives and networks.

VI. Role and functions of the Director and staff of the Santiago network secretariat

29. The Director of the Santiago network secretariat shall provide strategic leadership to the network and manage its secretariat.

30. The Director shall have a fixed term of office no longer than the term of the MOU, which may be renewed subject to endorsement by the Advisory Board.

31. The Director shall be accountable to the Executive Director of UNOPS for administrative issues relating to the administrative effectiveness and efficiency of the Santiago network secretariat in accordance with relevant UNOPS regulations, rules and procedures, and to the Advisory Board for the effective implementation of the functions of the Santiago network.

32. The Director shall serve as the secretary to the Advisory Board and be responsible for facilitating and providing support for its work.

33. The Director shall facilitate timely recruitment of the staff of the secretariat in line with the terms of reference of the Santiago network.

¹⁰ Decision 12/CMA.4, annex I, Chap VIII.

VII. Financial arrangements of the Santiago network secretariat

34. The costs associated with the Santiago network secretariat and the mobilization of the services of the network shall be funded from various sources, including developed country Parties¹¹ and others,¹² subject to separate funding agreements to be entered into on behalf of the Santiago network secretariat by UNDRR and UNOPS and the funding sources, and in-kind and other support from UNDRR and UNOPS as outlined in the Proposal.

35. UNDRR and UNOPS shall ensure that the Santiago network and its secretariat are able to receive the required financial and other support from a wide variety of sources through both UNDRR and UNOPS to implement the terms of reference of the Santiago network.

36. For the implementation of the Santiago network secretariat's work plan budget, a management fee will be applied on the overall budget in accordance with the relevant UNOPS regulations and rules on cost recovery for its services.

37. UNDRR will manage any dedicated funding received in accordance with the United Nations regulations and rules for the management of voluntary contributions and will recover any direct cost incurred while hosting the Santiago network secretariat, according to its rules and regulations.

VIII. Review of the Santiago network secretariat

38. The Santiago network secretariat shall commission one independent review of the performance of the network, including sustainability and sources of funding, adequacy of funding levels relative to technical assistance requests, timelines, effectiveness, engagement, gender-responsiveness and delivery of technical assistance to communities particularly vulnerable to the adverse effects of climate change, in a timely manner so that the findings of the review can feed into the subsequent review of the Warsaw International Mechanism for Loss and Damage associated with Climate Change Impacts¹³ for determining the need for further independent reviews of the performance of the Santiago network.¹⁴

IX. Implementation of this memorandum of understanding

39. The Advisory Board, UNDRR and UNOPS may agree on further arrangements for the implementation of this MOU in line with future decisions of the governing body and report thereon to the governing body. Future arrangements for the implementation of this MOU do not in any way amend the existing provisions of this MOU.

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

X. Dispute settlement

41. The governing body, through the Advisory Board, and UNDRR and UNOPS shall make their best efforts to amicably resolve any disputes, controversies or claims

¹¹ Decision 1/CMA.3, para. 70.

¹² Decision 12/CMA.4, para. 6.

¹³ Decision 2/CMA.2, para. 46.

¹⁴ Decision 12/CMA.4, annex I, para. 20.

arising out of or relating to this MOU, including through use of mutually agreed dispute resolution methods.

XI. Entire agreement

42. Any annex to this MOU that is concluded in the future will be considered an integral part of this MOU. References to this MOU will be construed as including any annexes, as varied or amended in accordance with the terms of this MOU. This MOU represents the complete understanding between the Parties.

XII. Interpretation

43. This MOU will be interpreted in accordance with relevant decisions of the Santiago network's governing body and the legal and regulatory framework of UNOPS and UNDRR, as applicable, including the regulations, rules, policies and procedures of United Nations Secretariat.

44. Any Party's failure to request the implementation of a provision of this MOU will not constitute a waiver of that or any other provision of this MOU.

XIII. Term of this memorandum of understanding

45. The initial term of this MOU shall be five years from its entry into force, with five-year renewal periods, if so decided by the Santiago network's governing body and UNDRR and UNOPS.

XIV. Notification and amendment

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

47. The Parties may amend this MOU by mutual written agreement.

XV. Entry into force

48. This MOU will enter into force upon the last date of signature by the duly authorized representatives of the Parties.

XVI. Termination

49. Subject to section XIII above, either Party may terminate this MOU by giving one year's prior written notice to the other Party. The termination shall come into effect one year from the date of the receipt of such a communication.

50. Following the termination of this MOU, UNDRR and UNOPS shall take all necessary action to conclude their operations relating to the Santiago network secretariat in an expeditious manner. Any termination of this MOU will be without prejudice to any other rights and obligations of the Parties accrued prior to the date of the termination under this MOU or any legal instrument executed pursuant to this MOU.
