



ICIMOD

MEMORANDUM OF UNDERSTANDING

between

The South Asia Co-operative Environment Programme

146/24A, Havelock Road, Colombo 05, Sri Lanka
(hereafter "SACEP"),

and

The International Centre for Integrated Mountain Development

Khumaltar, Lalitpur, G.P.O. Box 3226, Kathmandu, Nepal
(hereafter "ICIMOD"),

Herein referred to jointly and severally as the "Parties" and "Party" as the context may reasonably indicate or require.

Preamble

WHEREAS, SACEP is an inter-governmental organization, established in 1982 by the governments of Eight South Asian countries with its secretariat located in Colombo, Sri Lanka to promote and support protection, management and enhancement of the environment in the region. Countries, namely; Afghanistan, Bangladesh, Bhutan, India, Maldives, Nepal, Pakistan and Sri Lanka have ratified the articles of Association of SACEP. It is also registered with the Secretariat of the United Nations as a Multilateral Organization under the Article 102 of the Charter of the United Nations. SACEP seeks to work in the areas where regional cooperation and collective action can add value to member countries and produce better outcomes.

Address : 146/24A, Havelock road, Colombo-5, Sri Lanka

Telephone : +94112504708

E-mail : director.general@sacep.org

WHEREAS, ICIMOD is a regional intergovernmental knowledge development and learning centre serving the eight regional member countries of the Hindu Kush Himalayas (HKH) – Afghanistan, Bangladesh, Bhutan, China, India, Myanmar, Nepal, and Pakistan. The Centre was established in Lalitpur, Nepal in the year 1983 through an agreement between UNESCO and the Government of Nepal. In 1984, ICIMOD signed a Head Quarters Agreement with the Government of Nepal.

Globalization and climate change have an increasing influence on the stability of fragile mountain ecosystems and the livelihoods of mountain people. ICIMOD aims to assist mountain people to understand these changes, adapt to them, and make the most of new opportunities, while addressing upstream-downstream issues. The Centre supports regional transboundary programmes through partnerships with regional partner institutions, facilitates the exchange of experiences, and serves as a regional knowledge hub. ICIMOD strengthens networking among regional and global centres of excellence. Overall, ICIMOD works to develop an economically and environmentally sound mountain ecosystem to improve the living standards of mountain populations and to sustain vital ecosystem services for the billions of people living downstream – now, and for the future.

Address : Strategic Cooperation Unit, ICIMOD, P.O. Box 3226, Kathmandu, Nepal
Telephone : +977-1-5275222, 5275223
E-mail : scu@icimod.org

WHEREAS, the mission of SACEP is to promote regional co-operation in South Asia in the field of environment, both natural and human and on issues of economic and social development which also impinge on the environment and vice versa; to support conservation and management of natural resources of the region and to work closely with all national, regional, and international institutions, governmental and non-governmental, as well as experts and groups engaged in such co-operation and conservation efforts.

WHEREAS, the mission of ICIMOD is to enable sustainable and resilient mountain development for improved and equitable livelihoods through knowledge and regional cooperation;

WHEREAS, the Parties recognize the benefits of genuine and substantive collaboration and wish to pursue such collaboration to foster the common goals within their respective mandates and governing rules and regulations;

WHEREAS, the Parties have discussed on the priority areas of collaboration that are of mutual interest and benefit. Specific areas of collaboration will be identified on the basis of geographic, programmatic and/or other relevant criteria and will be agreed in one or more Supplemental Agreements. Specifically to promote cooperative activities in priority areas of environment protection and to ensure that the activities conducted are beneficial individually and collectively to the regional member countries of both SACEP and ICIMOD.

WHEREAS, the Parties intend to continue and expand the collaboration activities by recognizing the need for a common approach and methodology for joint research, technology transfer, capacity building, and mutual sharing and exchange of information.

NOW THEREFORE, the Parties agree to enter into this Memorandum of Understanding (MoU) to achieve the agreed objective as follows:

A. Objective

The objective of this MoU is to enhance collaboration between SACEP and ICIMOD through developing synergies with ongoing programmes as well as jointly developing new programmes in the areas with geographical and thematic overlaps.

B. Principles of Collaboration

1. **Complementary and reciprocal support**
The Parties will support each other in working towards the achievement of the objectives and the fulfillment of their respective missions, by building on the elements of their respective programs and by pursuing effectiveness while avoiding unnecessary duplication of effort.
2. **Mutual benefit**
The specific projects and activities on which the Parties will collaborate under this MoU and through related Supplemental Agreements will be selected, agreed and carried out so as to achieve the Objective and to bring a clear benefit to both Parties and their respective constituents.
3. **Partnership principle**
Parties will collaborate on mutual areas of interests of both organizations through a partnership principle based on synergy, equity, transparency, courage and mutual trust.
4. **Responsibility and funding for collaboration projects and activities**
Collaborative projects and activities will be undertaken with a clear, mutual understanding of the work and the responsibilities to be carried out by each Party and of the ways and means of funding each such project or activity. To that end, the specific details in respect of (a) the work and responsibilities of each Party in terms of operational, performance and administrative tasks, (b) the agreed deliverables to be produced by each Party, and (c) the source, allocation, control and use of all necessary funding shall be set forth clearly in the relevant Supplemental Agreement.

C. Areas of Collaboration

Potential areas of collaboration, include the following:

1. **Programme and Project Collaboration:**
The Parties recognize that collaboration in line with their respective interests and based on mutual consultations is beneficial and cost effective. Therefore, the Parties agree to work jointly in the identification and design of new projects comprising their respective programmes, and as appropriate, collaborate in their implementation. As a starting point, details of the engagement will be separately worked out following the signing of the MoU.

2. Knowledge Development and Exchange of Information:

- a) Promote knowledge development and sharing, including the exchange of information, technical knowhow, expertise and documents/publications concerning matters of common interest.
- b) Exchange technical cooperation in the development and application of methodologies and knowledge products within the framework of the areas of cooperation.

3. Capacity Building and Technology Transfer:

- a) Promote capacity building and technology transfer through joint development of training programs for various target groups.
- b) Promote scientific exchanges in the areas of common interest in order to facilitate transfer of technology.

4. Joint Events:

- a) Discuss joint events that are of mutual interests by pooling complementary resources, knowledge, network and strength of each organization and
- b) Extend reciprocal invitations to meetings, seminars, and workshops, as and when appropriate.

D. Modalities of Implementation

- 1. In order to ensure the harmonious implementation of the Parties' collaboration and the successful achievement of the objective of this MoU, the Parties undertake agreed activities and take all reasonable steps to make the most effective use of the collaboration hereunder in furtherance of their respective missions.
- 2. The Parties agree to the following practical steps:
 - a) The Director General of SACEP and the Director General of ICIMOD will have overall responsibility for ensuring that the objectives of this MoU are realized.
 - b) Each Party shall designate a key focal point of contact for the coordination of activities and communication under this MoU:

SACEP

Name : Priyankari Alexander
Designation: Programme Officer
Telephone : 009411552761
Email: Priyankari.alexander@sacep.org

ICIMOD

Name : Ms. Naina Shakya
Designation: Partnership and Private Sector Specialist
Telephone : +977-1-5275222, 5275223
Email : Naina.Shakya@icimod.org

- c) The focal points of the Parties will meet formally and informally, as mutually agreed, to develop concepts and plans for joint work.

E. Intellectual Property Rights

- 1. Neither Party shall have the right to use the other Party's name, logo and/or other trademarks in any medium and for whatever purpose without the other Party's prior written consent in each instance of use.

2. In the event that the Parties foresee that intellectual property that can be protected will be created in relation to any project, programme, or activity to be carried out under this MoU, the Parties will negotiate and agree on terms of its ownership and will formalize such agreement in a Supplemental Agreement.
3. The Parties agree to recognise 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.
4. Under this MOU, the Parties also commit to ensuring that data generated from the project is made publically available as Open Data and all publications arising from the project be made Open Access.

F. Miscellaneous Provisions

1. Supplemental Agreements
 - a) Collaboration activities to be carried out pursuant to any Supplemental Agreement will be:
 - i. Subject to the availability of funds and resources;
 - ii. Approved by the appropriate administrative authorities of each Party;
 - iii. Undertaken in accordance with the Parties' respective established policies and procedures;
 - b) The Parties' performance of Supplemental Agreements shall be subject to and in accordance with the terms and conditions provided for in each such Supplemental Agreement.
2. Financial Provisions
Financial, administrative and reporting provisions relating to any collaboration activities between the Parties shall be expressly agreed in the relevant Supplemental Agreement.
3. Dispute Resolution
Any dispute arising out of or in connection with this MoU will be settled by amicable negotiation between the Parties. Should the Parties be unable to negotiate an amicable settlement, the dispute shall be submitted to conciliation following procedures to be agreed by the Parties.
4. Representation
Neither Party shall have the authority to incur any liability or make any commitment on behalf of the other Party *vis à vis* any third Party, contractually or otherwise, without the other Party's advance express written consent.
5. Amendment
This MoU may be amended only by a writing signed by both Parties.
6. Term and Termination
This MoU shall become effective on the date of signature by both Parties, and shall remain in effect for 5 years from the effective date unless renewed in writing for a similar term or terminated by either Party.

G. Entry into Force

IN WITNESS WHEREOF, the undersigned, being duly authorized to do so, have executed this MoU in the English language in two (2) counterparts, each of which shall be deemed an original, and which together shall constitute one and the same instrument.

For South Asia Co-operative Environment
Programme



Dr. Abas Basir

Director General

Date: 9 August 2019

For the International Centre for Integrated
Mountain Development



Dr. David Molden

Director General

Date: 1 August 2019