

MEMORANDUM OF UNDERSTANDING

Between

IUCN, International Union for Conservation of Nature and Natural Resources, a quasi-governmental international organization composed of sovereign States, government agencies, international agencies, non-governmental organizations, and affiliates, founded in 1948 under the auspices of the United Nations Educational, Scientific and Cultural Organization, with its World Headquarters located at Rue Mauverney 28, 1196 Gland, Switzerland (hereafter "IUCN"),

And

The **ASIAN INSTITUTE OF TECHNOLOGY**, an autonomous institute of higher learning established by Royal Charter in the Kingdom of Thailand. The institute is regional in character, its principal place of business being at Km. 42, Phaholyothin Highway, Klong Luang, Pathum Thani, 12120, Thailand ((hereafter "AIT").

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

Preamble

WHEREAS, the mission of IUCN is to influence, encourage and assist societies throughout the world to conserve the integrity and diversity of nature and to ensure that any use of natural resources is equitable and ecologically sustainable;

WHEREAS, IUCN Asia Regional Office, located at 63 Sukhumvit Road Soi 39, Klongton-Nua, Wattana, Bangkok, Thailand 10110, shall be responsible for execution or implementation of activities agreed between the Parties under the framework of this Memorandum of Understanding ("MoU");

WHEREAS, AIT's mission is to develop highly qualified and committed professionals who will play a leading role in the sustainable development of the region and its integration into the global economy. AIT is based in Thailand and has affiliated centers in other parts of the world;

WHEREAS, Regional Resource Centre for Asia and the Pacific (RRC.AP) – an institute-wide centre of AIT is responsible for execution or implementation of activities agreed between the Parties under the framework of this MoU;

WHEREAS, it is well recognized, based on available scientific evidence, that climate change is causing adverse effects on the Himalayas and the Mekong Region. Further, it is recognized that the climate change effects of the short-lived climate pollutants (SLCPs), in particular of black carbon (“BC”) particles, are quite significant, and therefore emission reduction of BC particles would be beneficial in order to avoid further changes in the climate of the Himalayas and Mekong Region, and promoting forest landscape restoration would increase carbon sequestration;

WHEREAS, the Parties share concerns about the effects of climate change on the Himalayas and Mekong Region and recognize the need to promote regional efforts on climate change mitigation and adaptation in the Himalayas and Mekong region, with special focus on emission reduction of BC particles and forest landscape restoration and address the challenges associated with these efforts;

WHEREAS, the Parties intend to work strategically and collaboratively for the formation and operation of the HIMEK Alliance;

WHEREAS, the HIMEK Alliance is intended as a regional cooperation framework between the Himalayan countries and the countries of the Mekong Region to promote efforts on climate change mitigation and adaptation in the Himalayas and the Mekong region to reduce and avoid the adverse effects of the climate change on the Himalayas and the Mekong region, with special focus on emission reduction of Black Carbon particles and forest landscape restoration.

WHEREAS, IUCN and AIT wish to identify projects and activities for joint implementation from time to time through specific agreements (“Supplemental Agreements”) for implementing the HIMEK Alliance, and to that end they wish to establish the general terms of their collaboration in this MoU.

Now therefore the Parties agree as follows:

A. Objective

1. The objective of this MoU is to provide a framework of cooperation between the Parties for mutually beneficial cooperation in developing and establishing the HIMEK Alliance among the Himalayan countries and the countries of the Mekong Basin to promote efforts on climate change mitigation and adaptation in the Himalayas and the Mekong region in order to reduce and avoid the adverse effects of climate change on the Himalayas and the Mekong region, with special focus on emission reduction of BC particles and forest landscape restoration (the “Objective”).

B. Principles of Collaboration

1. Complementarity and reciprocal support

The Parties will support each other in working toward the achievement of the Objective and the fulfillment of their respective missions, by building on 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. Responsibility and funding for collaboration projects and activities

Such 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.

4. Mutual recognition

Public statements and publications by either Party regarding activities undertaken jointly pursuant to this MoU will expressly acknowledge the cooperative relationship between the Parties. Additionally, where either Party intends to use, in publications in any medium, substantial data and/or information (collectively, "Materials") obtained by the other Party, the Party intending to use the materials will:

- a. Give the other Party
 - i. reasonable advance notice of such intended use, and
 - ii. the opportunity to edit or otherwise amend the Materials, or to object to and prevent the intended use thereof, provided that any such objection shall be based on reasonable grounds; and
- b. Include with the Materials, in a clearly legible font and conspicuous location in the medium, an acknowledgment or source reference to the other Party.

C. Areas and Activities of Collaboration

1. This MoU is intended to provide the Parties with a general framework and a guiding tool in identifying and carrying out specific collaborative projects and activities. Specific areas of collaboration, activities and projects will be identified on the basis of geographic, programmatic and/or other relevant criteria and will be agreed in one or more Supplemental Agreements.
2. Potential areas of collaboration include, but are not limited to, the following:
 - a) Drafting of a background paper on Himalaya and Mekong Region elucidating environmental and climate change related issues and identification of activities to address those issues;

- b) Drafting of framework to establish the HIMEK Alliance for implementation of activities identified in background paper;
- c) On mutual understanding, organise a Secretariat for the HIMEK Alliance that will be responsible for overall coordination and implementation of the identified activities of the HIMEK Alliance;
- d) Assist the countries of Himalayas and Mekong region in planning and drafting of a strategy for emission reduction of short-lived climate pollutants (SLCPs), in particular black carbon particles, and forest landscape restoration in the regions;
- e) Drafting and submitting a joint project proposal on the HIMEK Alliance to funding agencies in order to secure funds for the implementation of the HIMEK Alliance; and
- f) Implementation of activities, such as, conducting research and assessment, publication of reports, organizing workshops, seminars and training,

D. Modalities of Performance

- 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 actively to support each other in the performance of agreed tasks/activities and to take all reasonable steps to make the most effective use of the collaboration hereunder in furtherance of their respective missions.
- 2. Taking into account the preceding paragraph 1, the Parties agree to the following practical steps:
 - a. An annual meeting at the senior management level will be scheduled and held every calendar year (the "Annual Meeting"), with the date and venue to be agreed by the Parties in each instance.
 - b. The Annual Meeting is intended to provide the Parties with the opportunity to review their collaborative relationship and possibly to extend its scope, and in particular to share information, evaluate past and ongoing joint activities, and discuss new areas and activities for further potential collaboration.
 - c. Each Party's key personnel and representative of participating organizations, who are actively involved in specific collaboration activities, will seek to meet on a regular basis, and at a minimum once every calendar year, to review specific aspects of their respective work-plans with a view to achieving or improving complementarity.
 - d. Representative of other organizations who are not engaged in collaborative activities will be invited and encouraged to identify possible areas of collaboration between the Parties in their respective regions.

- e. Each Party will nominate and notify to the other Party a representative who will serve as focal point dedicated specifically to coordinating the overall collaboration under this MoU, and
 - ii. the specific activities undertaken pursuant to the specific Supplemental Agreement(s), such as, Memorandum of Agreement (MoA), stipulated by the Parties.

F. Contact Persons

All communication such as notification and request pertaining to activities under this MoU shall be addressed to:

On behalf of IUCN

1. Mr. Anshuman Saikia

Regional Programme Support Coordinator,
IUCN Asia Regional Office,
63 Soi Sukhumvit 39,
Bangkok, Thailand

Tel.: +66 2 662 4031 (ext 105); Fax +66 2 662 4387

Email: Anshuman.SAIKIA@iucn.org

On behalf of AIT

1. Mr. Shawn Kelly

Director,
Office of External Relations
Asian Institute of Technology
P.O. Box 4, Klong Luang
Pathumthani 12120
Thailand

Tel.: +66 (0)2 524 6024

Fax.: +66 (0)2 524 5069

Email: director-oexr@ait.asia, oexr@ait.asia

2. Mr. Osamu Mizuno

Director,
Regional Resource Centre for Asia and the Pacific
3rd Floor, Outreach Building,
Asian Institute of Technology.
P.O. Box 4, Klong Luang,
Pathumthani 12120, Thailand

Tel.: +66-2-516-2124

Fax: +66-2-516-2125

Email: Osamu.Mizuno@rrcap.ait.asia

- g. Each Party will ensure that any changes made to the list of its focal points will be communicated promptly to the other Party.

G. 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; and
 - 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 five (5) years from the effective date unless renewed in writing for a similar term or terminated by either Party. Either Party may terminate this MoU by giving the other Party six (6) months' advance written notice of termination. It is understood that any such termination shall have no effect on any Supplemental Agreements then in force between the Parties, and that the performance of such Supplemental Agreements shall be subject to their own terms and conditions.

7. Property Rights

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.

8. Non-enforceability

This MoU is a non-binding statement of the Parties' mutual understanding of their proposed collaboration framework. Therefore, and except for the obligations set forth under Article G7 above, this MoU is not intended to create, and does not create, any legally enforceable rights or obligations in respect of either Party, including any obligation on their part to enter into any Supplemental Agreement.

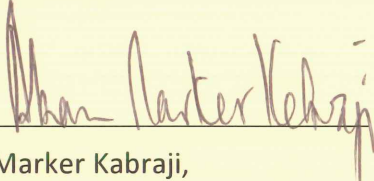
In witness whereof, the undersigned, being duly authorized to do so, have executed this MoU in the English language in two (2) counterparts, each of which shall be deemed an original, and which together shall constitute one and the same instrument.

IUCN, International Union for Conservation of Nature and Natural Resources

Signed: _____

Ms Aban Marker Kabraji,
Regional Director, Asia and Director -
Regional Hub for Asia and Oceania

Date: _____

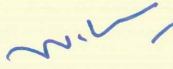

July 4, 2018

Asian Institute of Technology

Signed: _____

Prof. Worsak Kanok-Nukulchai
President

Date: _____



22 MAY 2018

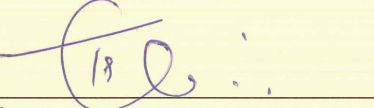
Witnesses

IUCN, International Union for Conservation of Nature and Natural Resources

Signed: _____

Dr TP Singh,
Deputy Regional Director, Asia

Date: _____


4 July 2018

Asian Institute of Technology

Signed: _____

Mr. Osamu Mizuno,
Director, AIT Regional Resource Centre
for Asia and the Pacific

Date: _____



23 May 2018