MEMORANDUM OF UNDERSTANDING
BETWEEN THE
CARIBBEAN COMMUNITY (CARICOM)
SECRETARIAT ON BEHALF OF THE
MAINTREAMING ADAPTATION
TO CLIMATE CHANGE ("MACC") PROJECT

AND

THE CARIBBEAN COMMUNITY CLIMATE
CHANGE CENTRE (THE CENTRE)
MEMORANDUM OF UNDERSTANDING

GOVERNING THE RELATIONSHIP BETWEEN THE CARIBBEAN COMMUNITY (CARICOM) SECRETARIAT ON BEHALF OF THE MAINSTREAMING ADAPTATION TO CLIMATE CHANGE ("MACC") PROJECT
AND THE CARIBBEAN COMMUNITY CLIMATE CHANGE CENTRE ON ADAPTATION TO CLIMATE CHANGE MATTERS

Between

THE CARIBBEAN COMMUNITY (CARICOM) SECRETARIAT ON BEHALF OF THE MAINSTREAMING ADAPTATION TO CLIMATE CHANGE ("MACC") PROJECT

of the one part

And

THE CARIBBEAN COMMUNITY CLIMATE CHANGE CENTRE (THE CENTRE)

of the other part

WHEREAS an Agreement between the Caribbean Community (CARICOM) and the World Bank (hereinafter referred to as the "World Bank Agreement") was signed in April, 2003 for collaboration on a Project for the Mainstreaming Adaptation to Climate Change (hereinafter referred to as the "Project") to facilitate the creation of an enabling environment for climate change adaptation in CARICOM small island and coastal developing states (SIDS), building upon and consolidating work undertaken under the Caribbean Planning for Adaptation to Global Climate Change (CPACC) and the Adapting to Climate Change in the Caribbean (ACCC) Projects;

WHEREAS the Council of the Global Environmental Facility (hereinafter referred to as the "GEF"), for which the International Bank for Reconstruction and Development (hereinafter referred to as the "Bank") is an Implementing Agency, has agreed to fund the Project, and has designated the CARICOM Secretariat as the Executing Agency and grant recipient for the implementation of the Project;

WHEREAS the World Bank Agreement provides for the establishment of a dedicated Project Implementation Unit (PIU) for the MACC Project established in the CARICOM Community and physically located in Belmopan City, Belize and which has been established and is sharing premises with the Centre;

WHEREAS the Centre was established by an Inter-Governmental Agreement with provisional application from February 2002, pending its definitive entry into force, with the following objectives:

(a) protection of the climate system of Members of the Centre for the benefit of present and future generations of their peoples;

(b) enhancing regional institutional capabilities for the co-ordination of national responses to the negative effects of climate change;
(c) providing comprehensive policy and technical support in the area of climate change and related issues and spearheading regional initiatives in those areas; and

(d) performing the role of executing agency for regional environmental projects relating to climate change;

WHEREAS the World Bank Agreement provides for the conclusion of Memoranda of Understanding with five lead beneficiaries/coordinating agencies: the Caribbean Institute for Meteorology and Hydrology (CIMH), The Faculty of Engineering of the UWI St Augustine Campus, the Marine Studies Centre of the UWI Mona, and the Climate Studies Group at UWI Mona and Caribbean Disaster Response Agency (CDERA);

WHEREAS it was envisaged in the World Bank Agreement that it was premature for the Centre to assume implementation of the Project but would play a role in the implementation of the Project;

WHEREAS the CARICOM Secretariat is desirous of concluding a similar Memorandum of Understanding to provide for close collaboration between the Secretariat and the Centre;

IT IS HEREBY agreed as follows:

ARTICLE I
PURPOSE AND OBJECTIVES

1.1 This Memorandum of Understanding (MOU) provides the modalities for the collaboration between the CARICOM Secretariat on behalf of the Project, and the Centre in building synergies on regional climate change matters. The main areas of collaboration shall be as follows:

(i) Exchange of information and documentation on climate change relevant to matters of mutual interest;

(ii) Provision of policy and technical support and advice to the regional efforts for the articulation of regional positions on climate change matters;

(iii) Identification of opportunities for resource mobilisation, including designing projects and enhancing policy approaches to climate change and furthering the implementation of the adaptation strategy;

(iv) Provision for the sharing of physical and human resources to enable improved efficiency and effectiveness of both organisations;

(v) Facilitation of the integration of the Project outputs into the Centre in such a way as to ensure the sustainability of regional adaptation to climate change; and

(vi) Cooperation, where possible, in the implementation of the following Components of the Project:

1. Build Capacity to Assess Vulnerability and Risks associated With Climate Change,
2. Build Capacity to Reduce Vulnerability to Climate Change;
3. Build Capacity to Effectively Assess and Utilise Resources to Reduce Vulnerability to Climate Change;
4. Public Education and Outreach in keeping with World Bank and CARICOM Secretariat procedures.

ARTICLE II
RESPONSIBILITIES AND FUNCTIONS
OF THE PARTIES

2.1 Responsibilities of the CARICOM Secretariat

The responsibilities of the CARICOM Secretariat will be to:

(i) Facilitate opportunities for resource mobilization;
(ii) Facilitate the development of partnerships for climate change;
(iii) Facilitate dialogue among international organizations with respect to climate change issues;
(iv) Foster collaboration on climate change matters in the hemisphere and at the global level;
(v) Facilitate institutional strengthening of the Centre, in particular examining and finalizing the functional responsibilities, possible sources of financing, and governance structure of the Centre.

2.2 Responsibilities of the Centre

The responsibilities of the Centre will be:

(i) provide technical and institutional support and allocate competent resources to the development and formulation of regional positions to be adopted at hemispheric and international fora on climate change matters;
(ii) Facilitate the regional consultative process for the development of the regional adaptation strategy.

ARTICLE III
GENERAL TERMS

3.1 Nothing in this MOU shall be binding on any of the CARICOM Member States jointly or severally.
ARTICLE IV

INSTITUTIONAL COORDINATION AND NOTICE

4.1 Notices for the CARICOM Secretariat, in relation to this MOU should be sent to the Secretary-General, CARICOM Secretariat, Georgetown, Guyana and for the Centre: The Executive Director, CCCCC, Belmopan City, Belize.

4.2 Either Party may designate another official to receive notices, by so notifying the other in writing.

ARTICLE V

DURATION, MODIFICATION AND TERMINATION

5.1 This MOU shall be deemed to have come into effect on 20 August, 2004, and subject to the provisions in paragraph 4.4 of this Article, shall expire on 31 December 2007.

5.2 The Parties may amend this MOU by an exchange of letters signed by their duly authorized representatives, and attached hereto.

5.3 Either Party may terminate this MOU by giving 60 days prior written notice to the other. The termination of this MOU shall not affect the specific activities then in progress and property funded unless the parties agree to the contrary. In effect of such termination the Parties shall return to each other, within no more than thirty days of said termination, any equipment, unused supplies, and intellectual property rights provided to the other pursuant to this MOU, as well as any money not irrevocably paid or obligated to third parties in accordance with the MOU’s objectives as of the date of receipt of the termination notice.

5.4 This MOU shall automatically expire on 31 December 2007, provided, however, that prior to the expiration date, the Parties may, after reviewing the terms and conditions of this MOU and other relevant matters, decide to extend their collaboration for a further period. The Parties may extend their collaboration through a letter of understanding signed by their duly authorized representatives and attached hereto or through an amendment pursuant to paragraph 5.2 above.

IN WITNESS WHEREOF, the duly authorized representatives of the Parties hereby subscribe to this MOU, in duplicate originals, on this... day of

ON BEHALF OF THE CARIBBEAN COMMUNITY

SIGNATURE

DESIGNATION

DATE

ON BEHALF OF THE CARIBBEAN COMMUNITY CLIMATE CHANGE CENTRE (CCCCC)

SIGNATURE

DESIGNATION

DATE