

**CARBON PARTNERSHIP FACILITY
INFORMATION MEMORANDUM**

PART FIVE OF FIVE

PARTNERSHIP MEMORANDUM OF UNDERSTANDING

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BETWEEN

**INTERNATIONAL BANK FOR RECONSTRUCTION AND
DEVELOPMENT AS TRUSTEE OF THE CARBON PARTNERSHIP
FACILITY**

AND

[INSERT NAME OF PARTNER]

[INSERT DATE]

This Memorandum of Understanding (“**Memorandum**”) represents a statement of intent by the International Bank for Reconstruction and Development (“**IBRD**” or “**Bank**”) in its capacity as Trustee of the Carbon Asset Development Fund and Trustee of the Carbon Fund (together referred to as “**Trustee**) of the Carbon Partnership Facility (“**CPF**” or “**Facility**”), and [INSERT NAME OF PARTNER] (“**Partner**”) (together, the “**Parties**”), to work together on the basis described herein. Unless defined otherwise in this Memorandum, all capitalized terms shall have the meaning ascribed to them in the Instrument establishing the CPF (“**Instrument**”).

1. **Background**

- (a) The Bank established the CPF, in particular to assist developing countries and countries with economies in transition in their efforts to shift towards a low-carbon economy, to help global climate change mitigation efforts by establishing a partnership to generate, sell and purchase emission reductions from long-term programs and to support greenhouse gas emissions mitigation programs that are strategic and have a demonstration or scaling-up impact in developing countries and countries with economies in transition (“**Programs**”).
- (b) The CPF aims to foster partnerships among public and private entities in developed countries, developing countries and countries with economies in transition.
- (c) The CPF aims that governments of countries hosting a Program (or another entity in that country) can participate in the CPF as Partners of the Facility.
- (d) [Name of the Partner] [Background of the Partner’s relevance to climate change and carbon finance]
- (e) [Name of the Partner] has signed a confidentiality letter dated [] (“**Confidentiality Letter**”) and has read and is fully familiar with the contents of the Instrument.
- (f) [Name of the Partner] wishes to work with the Trustee of the CPF as a Partner of the Facility as described in Section 9 of the Instrument.

2. **Action by the Partner**

The Partner intends to:

- (a) Work with the Trustee to identify and develop potential Programs for the CPF, including:
 - (i) [description of specific activities, e.g. broad description of the likely areas of activity, technologies or sectors]
 - (ii) [indicative timetable for action]

- (b) Participate in the Facility in an advisory role, in particular in the Annual Meetings and, if elected, in the Partnership Committee as described in Sections 10 and 11 of the Instrument.

3. **Action by the Trustee**

The Trustee intends to provide all reasonable assistance to the [name of the Partner] in identifying and developing potential Programs and, subject to availability of funding in the CADF and compliance with World Bank Operational Policies and Procedures, financial resources to support [name of the Partner] to take action described in Section 2 (a) above by entering into a Grant Agreement with the Partner.

4. **Key Points of Contact**

- (a) Each Party hereby designates and appoints below its representative with overall responsibility for implementing this Memorandum, including formulating work plans for activities to be undertaken pursuant to it:

For the Trustee:

For [name of the Partner]:

- (b) Any Party shall notify the other of any change to the representative under subparagraph (a) above in writing.

5. **Limits to Agreement**

- (a) Any sharing of confidential information between the Parties will be subject to their respective policies and procedures relating to the disclosure of confidential information as well as to the Confidentiality Letter.
- (b) Nothing in this Memorandum shall be construed as creating a joint venture, an agency relationship, or a legal partnership between the Parties.
- (c) Nothing in this Memorandum is intended to be, or should be construed as a waiver of the privileges and immunities of either Party or its officers and employees, which privileges and immunities are hereby specifically reserved.
- (d) This Memorandum represents a non-binding statement of intent and, save for the obligations with respect to Confidentiality set out in section 6 below, shall not be construed as creating a binding legal obligation on either Party.

6. **Confidentiality**

- (a) Neither Party shall disclose any proprietary information or information marked as confidential, relating to the activities of the Facility (“**Activities**”), this Memorandum,

or the business or operations of the other Party without the prior written approval of that Party except:

- (i) where disclosure will assist the [name of the Partner] and the Bank to achieve the common objective and to promote collaboration as described in sections 2 and 3 above;
 - (ii) where disclosure is required pursuant to the Bank's disclosure policy;
 - (iii) the information is being released to legal, financial and other business advisors who need to know that information for the purpose of providing advice on the Activities and who have agreed to be bound by similar confidentiality obligations to those contained in this Memorandum;
 - (iv) where the disclosing Party can show that the information was in the public domain at the time of receipt, or has since entered the public domain other than as a result of a breach of this clause; or
 - (v) where that disclosure is required by law or any governmental, regulatory or judicial authority.
- (b) The Parties shall consult with one another on any press release, advertisement or any other public announcement regarding this Memorandum or the performance of the Activities.

7. Term

- (a) This Memorandum shall come into effect upon signature by both Parties on the date set forth below, upon which [name of the Partner] will then become the Partner of the CPF. The Memorandum shall have an initial term of twenty four (24) months.
- (b) At the end of the initial term or any succeeding term, if any, of this Memorandum, a joint assessment by both Parties will be carried out to review the results and lessons learned from their collaborative activities. The Parties will discuss and share any conclusions reached which may have a bearing on the Parties' collaboration under this Memorandum. On the basis of such assessment, the Parties may extend, modify or terminate the Memorandum as provided for below.

8. Modification and Termination

This Memorandum may be modified or terminated at any time by mutual written agreement of the Parties. Further, the Memorandum may be terminated by either Party at its sole discretion with thirty (30) days prior notice in writing to the other Party.

9. Miscellaneous

- (a) Any dispute, controversy, or claim arising out of or relating to this Memorandum, which has not been settled by agreement of the Parties, shall be submitted to arbitration in accordance with the UNCITRAL Arbitration Rules in effect on the date of this Memorandum, and the following provisions: (a) the appointing authority shall be the Secretary-General of the Permanent Court of Arbitration at The Hague and (b) the language of the arbitral proceedings shall be English.
- (b) The section headings in this Memorandum are for convenience only and are not intended, and shall not be construed, to alter, limit, or enlarge in any way the scope or meaning of the language contained in this Memorandum.
- (c) This Memorandum will supersede any previous intentions or agreements communicated and agreed upon between the Parties in respect of collaborative activities and projects contemplated herein.
- (d) The person signing this Memorandum on behalf of each Party hereby represents and warrants to the other Party that he or she has the authority to execute this Memorandum on behalf of the Party.

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto, have signed this Memorandum on the date set forth below.

**On behalf of the International Bank
for Reconstruction and Development
acting as Trustee of the Carbon Partnership Facility:**

Signature: _____
(Authorized signatory)

Name: _____
Title: _____
Date: _____

On behalf of [name of the Partner]:

Signature: _____
(Authorized signatory)

Name: _____
Title: _____

Date: _____