MEMORANDUM OF UNDERSTANDING

BETWEEN

INTERNATIONAL CENTRE FOR INTEGRATED MOUNTAIN DEVELOPMENT (ICIMOD)
LALITPUR, NEPAL

AND

THE SOUTH ASIAN ASSOCIATION FOR REGIONAL COOPERATION (SAARC)
CHAMBERS OF COMMERCE AND INDUSTRY (CCI), ISLAMABAD, PAKISTAN

CONCERNING

STRENGTHENING PRIVATE SECTOR ENGAGEMENT FOR SUSTAINABLE MOUNTAIN
DEVELOPMENT IN THE SOUTH ASIAN REGION

September 2015
Preamble

WHEREAS, the International Centre for Integrated Mountain Development (hereafter referred to as ICIMOD) is a regional 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 and established in Nepal in the year 1983. 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, as an intergovernmental organization 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.

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WHEREAS, the South Asian Association of Regional Cooperation Chambers of Commerce and Industry (hereafter referred to as SAARC CCI). The SAARC CCI includes representatives of national Federations of Chambers of Commerce and Industry of the SAARC countries. As the apex body of all the national level chambers of commerce and industry, the SAARC CCI voices the concerns of the private sector of the region at relevant platforms nationally and globally. It also provides input/feedback of the private sector on economic and trade related issues to SAARC Secretariat for policy formulations. The management of SAARC CCI attaches great importance to climate change related and its possible socio-economic, environmental and biological implications on South Asian region.

The main objectives of SAARC CCI include encouraging trade, service, industry, small & medium enterprise, agriculture, intra-regional cooperation through creating strong business linkages amongst the entrepreneurs of the region of South Asia. SAARC CCI also helps to promote the exchange of commercial, technical, industrial management and scientific information, education and know-how amongst its members. Member of SAARC CCI include:

- Afghanistan Chamber of Commerce & Industry (ACCI)
- Bangladesh Chambers of Commerce & Industry (FBCCI)
- Bhutan Chamber of Commerce & Industry (BCCI)
- Federation of Indian Chambers of Commerce & Industry (FICCI)
- Maldives National Chamber of Commerce & Industry (MNCCI)
- Federation of Nepalese Chambers of Commerce & Industry (FNCCI)
- Federation of Pakistan Chambers of Commerce & Industry (FPCCI)
- Federation of Chambers of Commerce and Industry of Sri Lanka (FCCISL)

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WHEREAS, SAARC CCI recognize ICIMOD as a strategic knowledge and technical partner for environment and climate change related topics and requests ICIMOD to help share the expertise on climate change, conservation of the environment, water resources and energy for the region;

WHEREAS, ICIMOD recognizes SAARC CCI as a strategic private sector partner for building partnerships with the private sector as an important stakeholder in achieving its objectives for sustainable mountain development in the region;

WHEREAS, SAARC CCI and ICIMOD recognize and share common objectives with regard to impacts of climate change on the environment and business operations and wish to collaborate to foster these common goals within their respective mandates and governing rules and regulations;

WHEREAS, both SAARC CCI and ICIMOD recognize the increasing importance of leveraging partnerships in fostering linkages with the private sector for sustainable mountain and socio-economic development in the region. The SAARC CCI-ICIMOD partnership aims to enhance the understanding between corporate and development sectors that social and ecological impacts in the business practice is key to sustainability and should be an integral element of corporate practice and policy;

NOW THEREFORE, SAARC CCI and ICIMOD (hereafter referred to as Parties) agree to enter into this Memorandum of Understanding (MoU) to set a broad framework of meaningful collaboration to achieve the agreed objectives under this cooperation.

**Article I: Purpose**

The purpose of this MoU is to establish a working relationship between the Parties for a long-term collaboration on mutual areas of interests through a partnership principle based on synergy, equity, mutual trust and transparency. The proposed SAARC CCI-ICIMOD partnership will help enhance a better understanding of the role of the SAARC CCI and ICIMOD, in contributing to sustainable development through responsible business practices while maximizing the positive impact of corporate sector on society and the environment in the region.

**Article II: Areas of Cooperation**

The SAARC CCI and ICIMOD have agreed on the priority areas of collaboration for promotion of creating awareness of impacts and opportunities of climate change for integrated mountain development and sustainable business solutions that is of mutual interest and benefit.

Areas of Cooperation are agreed jointly through the cooperation mechanism under the MoU. The Parties have agreed the following preliminary and overarching themes for this MoU which are outlined below:

**2.1. Knowledge Sharing:**

Both Parties shall contribute towards sharing of information and knowledge in the areas of mutual interest particularly climate change impacts and opportunities, conservation of the environment, management of water resources and energy. The Parties shall work together fostering technical cooperation and innovations in the areas of core competence of each party. Specific activities include:

- Interface regularly between the national members of the SAARC CCI and ICIMOD. Specific topics of interests shall be further developed to be targeted as knowledge products to promote to the private sector;
- Co-create knowledge products like publications for the business with information on the impacts of climate change to business operations, the role of the private sector and identify opportunities for joint collaboration;
- Develop Mountain Knowledge Hub/Centre as a common platform for sharing information to promote and showcase successful business practices and partnerships.
- Promote visibility by each other through regular dissemination of relevant information through websites, newsletters etc.;

2.2. Sustainable Business Solutions:
Both Parties shall discuss, explore and select areas in the business sectors/industries where there is common interest to work together for targeted activities. More specifically:
- ICIMOD shall identify focus areas through its Regional Programmes to engage with the private sector to bring about innovation, impact and upscale its activities;
- ICIMOD shall assist SAARC CCI in bridging knowledge gaps on climate change and how businesses can contribute to sustainability. This would include understanding the new challenges of climate change, its impacts as well as the opportunities for businesses;
- SAARC CCI shall help to identify and build business solutions that are of interests of ICIMOD;
- SAARC CCI shall facilitate towards the development of viable and sustainable business solutions for potential upscaling.

2.3. Linkages and Networks with National Chambers of Commerce and Industry:
Both Parties shall contribute to the collaboration by assisting each partner to expand its linkages and network. More particularly:
- SAARC CCI shall facilitate linkages with the national chambers of commerce and industry in the regional member countries of ICIMOD;
- Parties shall work together towards fostering regional cooperation for sustainable business solutions with the national federations of chambers of commerce and industry in the region;
- Specific activities with the national chambers will be discussed and mutually agreed with the close facilitation and coordination by the SAARC CCI.

2.4. Joint Events:
Both Parties shall discuss on various joint events that are of mutual interests during the period of the partnership. Specific activities include:
- The Parties shall serve as a platform to sensitize the corporate sector on environmental issues, the impacts of climate change and the role of businesses;
- The parties will work together with specific national chapters for potential linkages of ICIMOD programmes to engage private sectors to promote sustainable business solutions.
- Parties shall engage in promoting corporate social responsibility (CSR) and establish linkages with relevant corporates for joint events and/or activities.

2.5. Policy Dialogue:
Parties have mutual interest in facilitating policy dialogue between the government and private sector in the topics of climate change, conservation of environment, water resources and energy.
- As an apex business body in South Asia, SAARC CCI will share information and engage ICIMOD for policy dialogue where relevant;
- As an intergovernmental organization, ICIMOD shall coordinate with the SAARC CCI to engage private sector for policy dialogue, where relevant;
- As partners, both Parties shall work together on supporting and complimenting each other’s interests in policy dialogues.
Article III: Duration

This MoU will be effective upon the last date of signature of the approving officials and remain in force for a period of five (5) years unless terminated in accordance with Article VI.

Article IV: Principles and Framework of Cooperation

4.1. The Parties shall ensure that this MOU is carried out with due diligence and efficiency and each will furnish to the other all such information relating to the areas of cooperation. The Parties agree to work in a programmatic manner recognizing each other’s mandate, core competence, and potential for greater value-addition. The specific areas on which the Parties shall collaborate under this MoU are mentioned under Article II.

4.2. This MoU is a non-binding statement of the Parties’ mutual understanding of their proposed collaboration framework. This MoU is not intended to create any legally enforceable rights or obligations in respect of either Party, including any obligation on their part to enter into any Supplemental Agreement.

4.3. Public statements and publications by either Party regarding activities undertaken jointly under this MoU shall expressly acknowledge this collaboration. Neither Party will make any commitments or take any positions on behalf of the other without the other’s specific written consent.

4.4. Information provided by either Party to the other may be used for any capacity building or non-commercial purpose. When either Party intends to publish, in any form, data or information provided by the other, the provider shall be informed in advance and given the chance to edit or check the information that will be acknowledged to it, and the source will be appropriately referenced or acknowledged.

Article V: Implementation Arrangement

5.1. The Parties shall hold regular bilateral meetings on matters of common interest, for the purpose of implementing and monitoring collaborative activities. Such meetings will take place time-to-time as desired to discuss technical and operational issues related to furthering the objectives of this MOU.

5.2. Each Party shall designate a focal point of contact for taking measures to assist in the further development of the cooperative activities and is responsible for implementation of his obligations under this MoU as below:

<table>
<thead>
<tr>
<th>Name</th>
<th>Mr. Muhammad Iqbal Tabish</th>
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<tbody>
<tr>
<td>Designation</td>
<td>Secretary General</td>
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<td>SAARC CCI</td>
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<td>Email</td>
<td><a href="mailto:info@saarcchamber.org">info@saarcchamber.org</a></td>
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<thead>
<tr>
<th>Name</th>
<th>Mr. Basanta Raj Shrestha</th>
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<tbody>
<tr>
<td>Designation</td>
<td>Director of Strategic</td>
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<td>Cooperation, ICIMOD</td>
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<td>Email</td>
<td><a href="mailto:basanta.shrestha@icimod.org">basanta.shrestha@icimod.org</a></td>
</tr>
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5.3. For the purpose of this MOU, usual communications shall be made through e-mail/internet and face-to-face meeting between the points of contacts will be held as deemed necessary.

5.4. Implementation of any subsequent activities, projects and programmes pursuant to this MoU, including those involving the transfer of funds between the Parties, will necessitate the formulation and execution of appropriate legal agreements (Letter of Agreement) between the Parties.
Article VI: Special Provisions

6.1. Any Annex to this MoU will be considered an integral part of this MoU. References to this MoU shall be construed as including any Annexes, as varied or amended in accordance with the terms of this MoU, and in case of any inconsistency between an Annex and this MoU, the latter shall prevail.

6.2. Neither Party shall be entitled to act or make legally binding declarations on behalf of the other Party. Nothing in this MoU shall be deemed to constitute a joint venture, agency, interest grouping or any other kind of formal business grouping or entity between the Parties.

6.3. 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.

6.4. Neither Party shall use the name, logo/emblem or trademarks of the other Party without the prior expressly written approval of the other Party in each case.

6.5. 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.

Article VI: Amendment and Termination

7.1. This MoU may at any time be amended, in writing and signed by both the Parties and specifically stating the same to be an amendment of the MoU. The modifications shall become part of the MoU from the date on which the amendments were made, unless otherwise agreed in writing.

7.2. This MoU may be terminated by either of the Parties by giving three months prior written notice to the other party with or without assigning any reasons for termination, provided that such termination shall not affect any Supplemental Agreement that may still be in effect at that time between the Parties.

7.3. This MoU is not legally binding on either Party. In the event of dispute, the Parties will work together to seek resolution in a friendly and equitable manner. First attempts at resolution shall be made by the focal points. Subsequent attempts shall be made by executive representatives of the Parties. Should this not lead to satisfactory resolution, and as a last resort, this Agreement can be dissolved by either Party as per Sub-Article 7.2 of Article VI.

Article VIII: Entry into Force

This MoU between SAARC CCI and ICIMOD shall enter into force upon signature by the Parties and will remain in effect until 31st December 2020. Each Party will hold a copy of the signed MoU in the English language and having equal validity.

IN WITNESS WHEREOF, the duly authorized representatives of the Parties affix their signatures below

For SAARC CCI

Mr. Muhammad Iqbal Tabish
Secretary General
Date:

For ICIMOD

Dr. David Molden
Director General
Date:

MoU between SAARC CCI and ICIMOD