



作为《巴黎协定》缔约方会议的《公约》缔约方会议

第五届会议

2023年11月30日至12月12日，阿拉伯联合酋长国

议程项目9

气候变化影响相关损失和损害华沙国际机制

## 气候变化影响相关损失和损害华沙国际机制

主席的提案

决定草案 -/CMA.5

### 气候变化影响相关损失和损害华沙国际机制之下的避免、尽量减轻和处理损失和损害问题圣地亚哥网络

作为《巴黎协定》缔约方会议的《公约》缔约方会议，<sup>1</sup>

回顾《巴黎协定》以及《公约》缔约方会议和作为《巴黎协定》缔约方会议的《公约》缔约方会议的相关决定，特别是第3/CP.18号、第2/CP.19号、第2/CP.20号、第1/CP.21号、第2/CP.21号、第3/CP.22号、第4/CP.22号、第5/CP.23号、第10/CP.24号、第2/CP.25号、第1/CP.26号、第17/CP.26号、第1/CP.27号、第11/CP.27号、第2/CMA.2号、第1/CMA.3号、第19/CMA.3号、第1/CMA.4号和第12/CMA.4号决定，

又回顾《巴黎协定》第八条，

1. 回顾建立避免、尽量减轻和处理气候变化不利影响相关损失和损害问题圣地亚哥网络是为了促成有关组织、机构、网络和专家提供的技术援助，从而在特别易受气候变化不利影响的发展中国家，在地方、国家和区域各级实施相关方法，以避免、尽量减轻和处理气候变化不利影响相关损失和损害；<sup>2</sup>
2. 又回顾请《气候公约》秘书处在两附属机构主席的指导下，与附属机构第五十八届会议建议的圣地亚哥网络秘书处东道方拟订一份东道方协议(谅解备忘录)

<sup>1</sup> 本文件的任何内容均不影响缔约方的观点，也不预判与气候变化影响相关损失和损害华沙国际机制的治理相关的事项的结果。

<sup>2</sup> 第2/CMA.2号决定，第43段。



草案，以期作为建议将草案提交理事机构在拟于 2023 年 11 月至 12 月举行的届会上审议和批准；<sup>3</sup>

3. 感谢加拿大、日本、西班牙、瑞士和美利坚合众国为圣地亚哥网络的工作捐赠资金；

4. 回顾经第 11/CP.27 号决定核可的第 12/CMA.4 号决定，该决定确立了圣地亚哥网络的体制安排，以便该网络能够全面投入运作，包括支持该网络履行任务，促成提供技术援助，从而在特别易受气候变化不利影响的发展中国家，在地方、国家和区域各级实施相关方法；<sup>4</sup>

5. 又回顾第 12/CMA.4 号决定第 16 段，其中规定圣地亚哥网络秘书处将通过咨询委员会向理事机构负责，在理事机构指导下开展工作，并由一个或一组能够为其有效运作提供必要行政和基础设施支持的组织承办；

6. 欢迎评估小组<sup>5</sup>编写的圣地亚哥网络秘书处东道方的报告；<sup>6</sup>

7. 注意到圣地亚哥网络秘书处东道方征集启事发布后<sup>7</sup>收到了两份提案，其内容提要可查阅《气候公约》网站；<sup>8</sup>

8. 欢迎提案方努力响应圣地亚哥网络秘书处东道方征集启事，评估小组努力评估提案并编写上文第 6 段所述报告，《气候公约》秘书处努力为东道方遴选进程提供支持，这些工作均在有限的时间内完成；

9. 赞赏地注意到圣地亚哥网络秘书处东道方遴选过程已经完成，遴选过程得到了评估小组的支持，该小组由气候变化影响相关损失和损害华沙国际机制执行委员会的四名成员、气候技术中心和网络咨询委员会的两名成员以及巴黎能力建设委员会的两名成员组成，响应圣地亚哥网络秘书处东道方征集启事的两个提案方也参与了这项工作；

10. 感谢两个提案方提交了承办圣地亚哥网络秘书处的提案；

11. 选择由联合国减少灾害风险办公室和联合国项目事务署作为联合体提交的承办圣地亚哥网络秘书处的联合提案，初始期限为五年，每五年延长一次；<sup>9</sup>

12. 鼓励作为圣地亚哥网络秘书处东道方的联合体考虑酌情探讨与加勒比开发银行合作的领域，后者也提交了承办提案；

13. 授权执行秘书代表理事机构签署理事机构与联合体之间关于承办圣地亚哥网络秘书处的协议；

<sup>3</sup> 第 12/CMA.4 号决定，第 24 段。

<sup>4</sup> 根据经第 11/CP.27 号决定核可的第 12/CMA.4 号决定第 19-23 段所述程序。

<sup>5</sup> 评估小组和东道方遴选流程的详情可查阅 <https://unfccc.int/SNevalpanel>。

<sup>6</sup> FCCC/SB/2023/1。

<sup>7</sup> 征集启事于 2022 年 12 月 31 日发布，可查阅 <https://unfccc.int/documents/624794>。

<sup>8</sup> <https://unfccc.int/proposalsSNhost>。

<sup>9</sup> 根据第 12/CMA.4 号决定，附件一，第 21 段。

14. 请联合体作为圣地亚哥网络秘书处东道方，确保为圣地亚哥网络咨询委员会的会议作出必要安排，包括按照现行做法给予咨询委员会委员特权和豁免权；

15. 又请联合体作为圣地亚哥网络秘书处东道方，在 2024 年 1 月底之前，从可提供上文第 14 段所述特权和豁免权的所有潜在地点中选出世界范围内可作为圣地亚哥网络秘书处总部的备选地点，对这些地点进行成本效益分析，包括成本利得分析，向圣地亚哥网络咨询委员会提供分析结果，并根据第 12/CMA.4 号决定附件一中详述的圣地亚哥网络秘书处的作用和责任及组织结构，就最具成本效益和最合适的地点提出建议，供将于 2024 年举行的咨询委员会第一次会议审议和决定；

16. 鼓励联合体作为圣地亚哥网络秘书处东道方，作出必要安排，以便在理事机构 2023 年 11 月至 12 月的会议结束后迅速启动圣地亚哥网络之下的工作，包括通过择优、公开和透明的程序任命秘书处主任，秘书处主任将推进根据圣地亚哥网络的职权范围及时招聘秘书处工作人员；<sup>10</sup>

17. 请圣地亚哥网络秘书处为将于 2024 年举行的圣地亚哥网络咨询委员会第一次会议提供便利；

18. 又请圣地亚哥网络秘书处根据其职责，尽快开始管理秘书处的日常运作；

19. 通过附件所载《公约》缔约方会议和作为《巴黎协定》缔约方会议的《公约》缔约方会议与联合国减少灾害风险办公室和联合国项目事务厅关于承办圣地亚哥网络秘书处的谅解备忘录；

20. 重申将通过包容、国家驱动的进程发展圣地亚哥网络之下以需求驱动的方式提供的技术援助，同时考虑到弱势群体、土著人民和地方社区的需要；

21. 又重申在圣地亚哥网络之下提供技术援助时，应考虑到《巴黎协定》序言部分第十一段所述的跨领域问题；

22. 再次请<sup>11</sup>《气候公约》秘书处继续向可能寻求或希望受益于圣地亚哥网络下各组织、机构、网络和专家提供的技术援助的特别易受气候变化不利影响的发展中国家提供支持，直至圣地亚哥网络秘书处投入运作；

23. 请《气候公约》秘书处拟订准则草案，用于预防和处理与圣地亚哥网络有关的潜在、实际和被认为的利益冲突，包括各组织、机构、网络和专家向圣地亚哥网络秘书处提供技术支持的同时回应技术援助请求可能产生的任何利益冲突，或当圣地亚哥网络秘书处东道方作为一个组织、机构、网络或专家回应技术援助请求时可能产生的任何利益冲突，供圣地亚哥网络咨询委员会第一次会议审评和批准；

24. 又请圣地亚哥网络秘书处：

(a) 履行圣地亚哥网络的任务和职能，包括促进审议与避免、尽量减轻和处理损失和损害有关的广泛议题，包括但不限于第 3/CP.18 号和第 2/CP.19 号决定中与避免、尽量减轻和处理损失和损害有关的当前和未来影响、优先事项和行

<sup>10</sup> 第 12/CMA.4 号决定，附件一，第 15 段。

<sup>11</sup> 第 12/CMA.4 号决定，第 15 段。

动；《巴黎协定》第八条第四款所述领域；以及华沙国际机制执行委员会五年期滚动工作计划的战略工作流程；

(b) 承担职责，包括对圣地亚哥网络咨询委员会负责并在其指导下运作，同时认识到东道方和圣地亚哥网络的不同任务，咨询委员会将就有效履行圣地亚哥网络的职能向该网络秘书处提供指导和监督；

(c) 每年向圣地亚哥网络咨询委员会报告，说明东道方为秘书处能够更好地承担圣地亚哥网络职权范围所规定的职责而提供的实务支助和其他支助；<sup>12</sup>

(d) 酌情利用联合国所有地理区域内的区域和次区域联合国办事处作为指定单位提供相关服务和支助，促成向特别易受气候变化不利影响的发展中国家提供有效和及时的技术援助；

(e) 在提交圣地亚哥网络咨询委员会的年度报告中列入资料，说明在特别易受气候变化不利影响的发展中国家所在的所有区域促成的技术援助的包容性、平衡性和公平性，并酌情采取行动；

(f) 设置精简、成本效益高的组织结构；<sup>13</sup>

(g) 根据理事机构未来的决定，为讨论实施东道方协议(谅解备忘录)的进一步安排作出规定；

(h) 履行财务管理、审计和报告职能，并落实强有力的问责制、符合国际标准的稳健财务制度以及确保正确、公平地管理和支付资金的信托记录；

25. 还请圣地亚哥网络咨询委员会制定议事规则草案，以便通过附属机构第六十一届会议(2024年11月)作为建议提出该草案，供理事机构在2024年11月举行的会议上审议和通过；

26. 请圣地亚哥网络咨询委员会考虑并采取适当行动，促成地方、国家和区域各级有关组织、机构、网络和专家向特别易受气候变化不利影响的发展中国家提供技术援助，包括为圣地亚哥网络秘书处制定准则和程序提供指导，<sup>14</sup>以确保在圣地亚哥网络之下提交的所有技术援助请求均由需求驱动，并请咨询委员会防止在通过或由特定组织、机构、网络和专家提供和交付技术援助时出现利益冲突或酌情防止技术援助过于集中；

27. 又请圣地亚哥网络咨询委员会指导圣地亚哥网络秘书处制定准则和程序以帮助获得技术援助并协助编写技术援助请求，这些准则和程序应认识到最不发达国家和小岛屿发展中国家的严重能力制约；

28. 请圣地亚哥网络秘书处东道方确保圣地亚哥网络及其秘书处能够通过联合体的各成员从广泛来源获得所需的资金支助和其他支助，以落实圣地亚哥网络的职权范围；

<sup>12</sup> 第12/CMA.4号决定，附件一，第19段。

<sup>13</sup> 根据第12/CMA.4号决定，附件一，第13段。

<sup>14</sup> 根据经第11/CP.27号决定核可的第12/CMA.4号决定，第17(b)段。

29. 回顾第 1/CMA.3 号决定第 67 段，其中决定将向圣地亚哥网络提供资金，以支持技术援助，帮助在发展中国家实施避免、尽量减轻和处理与气候变化不利影响相关损失和损害的各种方法，从而支持第 19/CMA.3 号决定第 9 段所载的职能；

30. 又回顾第 1/CMA.3 号决定第 70 段，其中促请发达国家缔约方为圣地亚哥网络的运作和开展该决定第 67 段所述技术援助提供资金；

31. 还回顾经第 11/CP.27 号决定核可的第 12/CMA.4 号决定第 6 段，其中鼓励其他各方为圣地亚哥网络的运作和在该网络之下提供技术援助提供支持；

32. 欢迎欧洲联盟及其成员国丹麦、德国、爱尔兰和卢森堡以及瑞士和大不列颠及北爱尔兰联合王国截至 2023 年 12 月 6 日向圣地亚哥网络认捐约 4,070 万美元；<sup>15</sup>

33. 回顾第 1/CMA.3 号决定第 69 段，其中表示，圣地亚哥网络秘书处将管理该决定第 67 段所述资金；

34. 欢迎第 -/CP.28 号<sup>16</sup>和第 -/CMA.5 号<sup>17</sup>决定，这两项决定涉及落实第 2/CP.27 号决定第 2-3 段和第 2/CMA.4 号决定第 2-3 段所述的新供资安排，包括一项基金，以协助特别易受气候变化不利影响的发展中国家应对损失和损害，同时注意到这些决定中与圣地亚哥网络有关的内容；

35. 请圣地亚哥网络咨询委员会根据第 -/CP.28 号<sup>18</sup>和第 -/CMA.5 号<sup>19</sup>决定附件二第 11-16 段，指定一名或两名代表参加与第 2/CP.27 号决定第 2 段和第 2/CMA.4 号决定第 2 段所述新供资安排的主要组成实体进行的关于协调和互补性问题的年度高级别对话；

36. 请圣地亚哥网络秘书处与第 2/CP.27 号决定第 3 段和第 2/CMA.4 号决定第 3 段所述基金的秘书处协调，支持特别易受气候变化不利影响的发展中国家寻求通过技术援助获得基金，并通过调整在圣地亚哥网络下促成的技术援助，促进与该基金的一致性和互补性，以建设能力并支持第 2/CP.27 号决定第 2-3 段和第 2/CMA.4 号决定第 2-3 段所述供资安排(包括一项基金)的方案型方针；

37. 决定在《气候公约》秘书处收到圣地亚哥网络咨询委员会尚缺的提名<sup>20</sup>后，按照惯例，被提名者将被视为在理事机构的本届会议上当选；

<sup>15</sup> 注意到这并不构成向圣地亚哥网络认捐的先例。

<sup>16</sup> 在缔约方会议第二十八届会议议程项目 8(g)之下通过的题为“落实第 2/CP.27 号第 2-3 段和第 2/CMA.4 号决定第 2-3 段所述应对损失和损害的新供资安排，包括一个基金”的决定。

<sup>17</sup> 在作为《巴黎协定》缔约方会议的《公约》缔约方会议第五届会议议程项目 10(g)之下通过的题为“落实第 2/CP.27 号第 2-3 段和第 2/CMA.4 号决定第 2-3 段所述应对损失和损害的新供资安排，包括一个基金”的决定草案。

<sup>18</sup> 同上文脚注 16。

<sup>19</sup> 同上文脚注 17。

<sup>20</sup> 根据第 12/CMA.4 号决定，第 10-13 段。

38. 注意到将在第六届会议(2024 年 11 月)上继续审议与华沙国际机制的治理有关的问题；<sup>21</sup>
39. 注意到《气候公约》秘书处开展上文第 22 和第 23 段所述活动涉及的概算问题；
40. 请《气候公约》秘书处在资金允许的情况下开展本决定所要求的行动。

---

<sup>21</sup> 注意到有关华沙国际机制的治理的讨论未产生结果；这并不影响对这一事项的进一步审议。

## Annex

### **Memorandum of understanding between the Conference of the Parties to the United Nations Framework Convention on Climate Change and the Conference of the Parties serving as the meeting of the Parties to the Paris Agreement, on the one hand, and the United Nations Office for Disaster Risk Reduction and the United Nations Office for Project Services, on the other, regarding the hosting of the Santiago network secretariat**

[English only]\*

This memorandum of understanding (MOU) is concluded between the Conference of the Parties to the United Nations Framework Convention on Climate Change (COP) and the Conference of the Parties serving as the meeting of the Parties to the Paris Agreement (CMA) (hereinafter referred to as the governing body or bodies<sup>1</sup>), on the one hand, and the United Nations Office for Disaster Risk Reduction (UNDRR) and the United Nations Office for Project Services (UNOPS) (hereinafter each referred to as “the Party” and collectively referred to as “the Parties”), on the other, regarding the hosting of the secretariat of the Santiago network for averting, minimizing and addressing loss and damage associated with the adverse effects of climate change.

#### *Preamble*

*Whereas*, the CMA, by decision 2/CMA.2, noted by the COP in decision 2/CP.25, established, as part of the Warsaw International Mechanism, the Santiago network for averting, minimizing and addressing loss and damage associated with the adverse effects of climate change,

*Whereas*, the mission of the Santiago network is to catalyse the technical assistance of relevant organizations, bodies, networks and experts for the implementation of relevant approaches for averting, minimizing and addressing loss and damage associated with the adverse effects of climate change at the local, national and regional level in developing countries that are particularly vulnerable to the adverse effects of climate change,

*Whereas*, the CMA by decision 19/CMA.3, endorsed by the COP in decision 17/CP.26, decided the functions of the Santiago network,<sup>2</sup> which include facilitating the consideration of a wide range of topics relevant to averting, minimizing and addressing loss and damage approaches, including but not limited to current and future impacts, priorities and actions related to averting, minimizing and addressing loss and damage, pursuant to decisions 3/CP.18 and 2/CP.19, the areas referred to in Article 8, paragraph 4, of the Paris Agreement and the strategic workstreams of the five-year rolling workplan of the Executive Committee of the Warsaw International Mechanism (hereafter referred to as the “Executive Committee”),

*Whereas*, the CMA by decision 12/CMA.4, endorsed by the COP in decision 11/CP.27, adopted the terms of reference of the Santiago network (hereinafter referred to as the “terms of reference”) and decided that as part of its structure, the Santiago network will have a hosted secretariat, to be known as the Santiago network secretariat, an Advisory Board and a network of member organizations, bodies, networks and experts,<sup>3</sup>

\* To be made available in all six official languages in the report on the session.

<sup>1</sup> Nothing in this MOU prejudices the views of the Parties to the Convention or the views of the Parties to the Paris Agreement or prejudices outcomes on matters related to the governance of the Warsaw International Mechanism for Loss and Damage associated with Climate Change Impacts. This is without prejudice to further consideration of this matter.

<sup>2</sup> Decision 19/CMA.3, para. 9, with the decision endorsed by the COP in decision 17/CP.26.

<sup>3</sup> Decision 12/CMA.4, paras. 3 and 8, with the decision endorsed by the COP in decision 11/CP.27.

*Whereas*, UNDRR and UNOPS submitted a joint proposal dated 31 March 2023 (hereinafter referred to as “the Proposal”) regarding the hosting of the Santiago network secretariat,

*Whereas*, UNDRR aims to substantially reduce the risk and losses in lives, livelihoods and health and in the economic, physical, social, cultural and environmental assets of persons, businesses, communities and countries as part of its mandate to support the implementation, follow-up and review of the Sendai Framework for Disaster Risk Reduction 2015–2030,

*Whereas*, UNOPS is an operational arm of the United Nations established by United Nations General Assembly decision 48/501 of 19 September 1994 and acts as a central resource for the United Nations system in procurement, contracts management and other capacity development activities, as well as providing efficient, cost-effective services to partners in its specialized areas,

*Whereas*, the CMA, [by decision -/CMA.5, endorsed by decision -/CP.28], selected the Proposal for the hosting of the Santiago network secretariat,

*Whereas*, UNOPS confirms that it has the necessary authorization to enter into this MOU,

*Whereas*, the United Nations General Assembly by decision entitled “...”,<sup>4</sup> at its 78<sup>th</sup> session, authorized UNDRR to enter into this MOU,

*Whereas*, the UNFCCC Executive Secretary is authorized by the governing body or bodies to sign this MOU on behalf of the governing body or bodies,

***NOW THEREFORE*** the Parties to this MOU have agreed to the following:

## **I. Purpose**

1. The purpose of this MOU is to stipulate the terms of the relationship between the governing body or bodies and UNDRR and UNOPS with respect to the hosting of the Santiago network secretariat in accordance with [decision -/CMA.5, endorsed by the COP in decision -/CP.28].

## **II. Role and responsibilities of the governing body or bodies<sup>5</sup>**

2. The Santiago network secretariat shall be accountable to and operate under the guidance of the governing body or bodies through the Advisory Board of the Santiago network (hereinafter referred to as the Advisory Board).

3. The governing body or bodies shall consider the joint annual report of the Santiago network and the Executive Committee of the Warsaw International Mechanism for Loss and Damage associated with Climate Change Impacts (hereinafter referred to as the “Executive Committee”), submitted through the subsidiary bodies in accordance with paragraph 19 of annex I to decision 12/CMA.4, endorsed by decision 11/CP.27, and other future decisions of the governing body or bodies, and provide guidance thereon.

4. In taking decisions that would affect the hosting of the Santiago network secretariat, the governing body or bodies shall take into consideration any views and information provided by UNDRR and UNOPS as host of the Santiago network secretariat.

---

<sup>4</sup> The decision will be available after the conclusion of the 78<sup>th</sup> session of the United Nations General Assembly.

<sup>5</sup> Nothing in this MOU prejudices the views of the Parties to the Convention or the views of the Parties to the Paris Agreement or prejudices outcomes on matters related to the governance of the Warsaw International Mechanism for Loss and Damage associated with Climate Change Impacts. This is without prejudice to further consideration of this matter.



### **III. Role and responsibilities of the Advisory Board of the Santiago network**

5. The members of the Advisory Board shall be elected in accordance with decision 12/CMA.4, endorsed by decision 11/CP.27.

6. The Advisory Board shall provide guidance and oversight to the Santiago network secretariat on the effective implementation of the functions of the Santiago network in accordance with its terms of reference.<sup>6</sup>

### **IV. Role and responsibilities of the United Nations Office for Disaster Risk Reduction and the United Nations Office for Project Services**

7. UNDRR and UNOPS will host the Santiago network secretariat as a dedicated secretariat in accordance with the provisions of this MOU and the terms of reference, as well as with their respective legal and regulatory frameworks, including regulations, rules and procedures. Cooperation between UNDRR and UNOPS will be addressed in a separate agreement between the two organizations.

8. UNDRR and UNOPS shall make regional and subregional UNDRR offices in all United Nations geographical regions available, as appropriate, to serve as designated units for providing relevant services and support for catalysing effective and timely technical assistance in developing countries that are particularly vulnerable to the adverse effects of climate change.

9. UNOPS, in consultation with UNDRR, shall design a lean, cost-effective organizational structure and provide the necessary administrative and infrastructural support for the effective functioning of the Santiago network secretariat, in accordance with relevant UNOPS regulations, rules and procedures, and subject to the financing provided pursuant to section VII below.

10. UNOPS shall appoint, in consultation with UNDRR, subject to the endorsement of the Advisory Board<sup>7</sup> and pursuant to the Staff Regulations and Rules of the United Nations,<sup>8</sup> the Director of the Santiago network secretariat through a merit-based, open and transparent process.

11. UNOPS shall appoint, in consultation with UNDRR and in accordance with technical guidance from UNDRR, pursuant to the Staff Regulations and Rules of the United Nations, consistent with paragraph 33 below, a small core team of professional and administrative staff, managed by the Director, to support the Santiago network secretariat in meeting its responsibilities and performing its functions efficiently and effectively.

12. UNDRR will provide the Santiago network secretariat with technical backstopping and expertise in the domain of averting, minimizing and addressing loss and damage consistently with the guidelines for preventing potential and addressing actual and perceived conflicts of interest in relation to the Santiago network (see para. 15 below).

13. UNDRR and UNOPS shall provide in-kind and other support for the Santiago network secretariat to carry out its roles and responsibilities, as set out in the terms of reference of the Santiago network.

14. UNDRR and UNOPS shall provide periodic updates on matters regarding the Santiago network secretariat, and the Santiago network secretariat shall make this information available in the annual report prepared in accordance with paragraph 19 of annex I to decision 12/CMA.4, endorsed by decision 11/CP.27.

<sup>6</sup> Decision 12/CMA.4, annex I.

<sup>7</sup> In accordance with decision 12/CMA.4, annex I, para. 7(g).

<sup>8</sup> Available at <https://digitallibrary.un.org/record/3930354>.

15. UNDRR and UNOPS shall implement the guidelines preventing potential and addressing actual and perceived conflicts of interest in relation to the Santiago network, including any conflicts of interest that may arise when organizations, bodies, networks and experts are engaged in providing technical support to the Santiago network secretariat while responding to technical assistance requests, or when the host of the Santiago network secretariat is responding as an organization, body, network or expert to technical assistance requests, which shall be approved by the Advisory Board at its 1<sup>st</sup> meeting.

16. UNDRR and UNOPS shall provide support to the work of the Advisory Board and ensure that the necessary arrangements are in place for the meetings of the Advisory Board, including privileges and immunities for members of the Board in line with existing practice.

17. The respective heads of UNDRR and UNOPS shall be responsible for the execution of the functions of UNDRR and UNOPS under this MOU in accordance with their respective legal and regulatory frameworks, including their regulations, rules, policies and procedures. UNDRR and UNOPS shall be legally responsible for any allegations, claims and/or damages arising from the activities performed pursuant to this MOU in the event of gross negligence or wilful misconduct on the respective parts of UNDRR and UNOPS and their personnel.

## **V. Role and functions of the Santiago network secretariat**

18. The Santiago network secretariat shall operate within its terms of reference<sup>9</sup> and shall be accountable to and operate under the guidance of the Advisory Board and in accordance with relevant decisions of the governing body or bodies.

19. The Santiago network secretariat shall facilitate the implementation of the functions of the network and shall manage its day-to-day operations in accordance with decision 12/CMA.4, paragraph 6, endorsed by decision 11/CP.27, and other relevant decisions of the governing body or bodies.

20. The Santiago network secretariat shall elaborate modalities and procedures for the network under the guidance of and by the approval of the Advisory Board.<sup>10</sup>

21. The Santiago network secretariat shall develop and execute a work programme, to be approved by the Advisory Board, building on synergies with the five-year rolling workplan of the Executive Committee.<sup>11</sup>

22. The Santiago network secretariat shall manage and direct the disbursement of funds provided for the network consistently with UNOPS and UNDRR respective fiduciary principles and standards that promote a high level of integrity.

23. The Santiago network secretariat shall make use of regional and subregional United Nations offices in all United Nations geographical regions, as appropriate, to serve as designated units to provide relevant services and support for catalysing effective and timely technical assistance in developing countries particularly vulnerable to the adverse effects of climate change.

24. The Santiago network secretariat shall prepare, under the guidance of the Advisory Board, an annual report on the activities of the Santiago network secretariat and the Santiago network and on the performance of their respective functions for consideration and approval by the Advisory Board.<sup>12</sup> The annual report shall include the elements referred to in paragraph 18 of annex I to decision 12/CMA.4, endorsed by decision 11/CP.27.

25. The Santiago network secretariat shall report annually to the Advisory Board information on the in-kind and other support provided by UNDRR and UNOPS that has

---

<sup>9</sup> Decision 12/CMA.4, annex I, chap. IV.A.

<sup>10</sup> Decision 12/CMA.4, para. 17.

<sup>11</sup> Decision 12/CMA.4, annex I, chap IV.B.

<sup>12</sup> Decision 12/CMA.4, annex I, chap. VIII.

contributed to its ability to carry out its roles and responsibilities, as set out in the terms of reference.

26. The Santiago network secretariat shall administer, through UNOPS, and where required, UNDRR, in accordance with their respective regulations, rules and procedures, the funds that will be provided to the Santiago network to support technical assistance for the implementation of relevant approaches to averting, minimizing and addressing loss and damage associated with the adverse effects of climate change in developing countries that are particularly vulnerable to those effects in support of the functions of the Santiago network, including the engagement of appropriate organizations, bodies, networks and experts. The funds will be managed in accordance with the respective regulations and rules of UNOPS and UNDRR, as applicable.

27. The Santiago network secretariat shall carry out financial management, auditing and reporting functions and implement a robust accountability system, sound financial systems of international standard, and a fiduciary record that ensures the correct, impartial administering and disbursement of funds. The annual financial audit, in accordance with the UN one audit principle, shall be carried out in accordance with UNOPS regulations, rules and policies regarding audit, and will be made available to the Advisory Board and the funding sources within six months of the closure of the financial year.

28. The Santiago network secretariat shall ensure the coordination and collaboration of the work of the Santiago network with relevant UNFCCC constituted bodies, in particular the Executive Committee, as well as exploring synergies with other initiatives and networks.

## **VI. Role and functions of the Director and staff of the Santiago network secretariat**

29. The Director of the Santiago network secretariat shall provide strategic leadership to the network and manage its secretariat.

30. The Director shall have a fixed term of office no longer than the term of the MOU, which may be renewed subject to endorsement by the Advisory Board.

31. The Director shall be accountable to the Executive Director of UNOPS for administrative issues relating to the administrative effectiveness and efficiency of the Santiago network secretariat in accordance with relevant UNOPS regulations, rules and procedures, and to the Advisory Board for the effective implementation of the functions of the Santiago network. UNDRR may provide technical advice to the Director, as needed.

32. The Director shall serve as the secretary to the Advisory Board and be responsible for facilitating and providing support for its work.

33. The Director shall facilitate timely recruitment of the staff of the secretariat in line with the terms of reference.

## **VII. Financial arrangements of the Santiago network secretariat**

34. The costs associated with the Santiago network secretariat and the mobilization of the services of the network will be funded consistent with decision 1/CMA.3, paragraph 70, and decision 12/CMA.4, paragraph 6, subject to separate funding agreements to be entered into on behalf of the Santiago network secretariat by UNDRR and/or UNOPS as applicable, and the funding sources, and in-kind and other support from UNDRR and UNOPS as outlined in the Proposal.

35. UNDRR and UNOPS shall ensure that the Santiago network and its secretariat are able to receive the required financial and other support from a wide variety of sources through both UNDRR and UNOPS to implement the terms of reference.

36. For the implementation of the workplan of the Santiago network secretariat, a management fee will be applied on the overall budget in accordance with the relevant UNOPS regulations and rules on cost recovery for its services.

37. UNDRR will manage any dedicated funding received in accordance with the United Nations regulations and rules for the management of voluntary contributions and will recover any direct cost incurred while hosting the Santiago network secretariat, according to its rules and regulations.

## **VIII. Review of the Santiago network secretariat**

38. The Santiago network secretariat shall commission one independent review of the performance of the network, including sustainability and sources of funding, adequacy of funding levels relative to technical assistance requests, timelines, effectiveness, engagement, gender-responsiveness and delivery of technical assistance to communities particularly vulnerable to the adverse effects of climate change, in a timely manner so that the findings of the review can feed into the subsequent review of the Warsaw International Mechanism for Loss and Damage associated with Climate Change Impacts<sup>13</sup> for determining the need for further independent reviews of the performance of the Santiago network.<sup>14</sup>

## **IX. Implementation of this memorandum of understanding**

39. The Advisory Board, UNDRR and UNOPS may agree on further arrangements for the implementation of this MOU in line with future decisions of the governing body or bodies and report thereon to the governing body or bodies. Future arrangements for the implementation of this MOU do not in any way amend the existing provisions of this MOU.

40. Nothing in or relating to this MOU will be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs.

## **X. Dispute settlement**

41. The governing body or bodies, through the Advisory Board, and as facilitated by the UNFCCC secretariat, and UNDRR and UNOPS shall make their best efforts to amicably resolve any disputes, controversies or claims arising out of or relating to this MOU, including through use of mutually agreed dispute resolution methods.

## **XI. Entire agreement**

42. Any annex to this MOU that is concluded in the future will be considered an integral part of this MOU. References to this MOU will be construed as including any annexes, as varied or amended in accordance with the terms of this MOU. This MOU represents the complete understanding between the Parties.

## **XII. Interpretation**

43. This MOU will be interpreted in accordance with relevant decisions of the governing body or bodies and the legal and regulatory framework of UNOPS and UNDRR, as applicable, including the regulations, rules, policies and procedures of the United Nations Secretariat.

44. Any Party's failure to request the implementation of a provision of this MOU will not constitute a waiver of that or any other provision of this MOU.

---

<sup>13</sup> Decision 2/CMA.2, para. 46.

<sup>14</sup> Decision 12/CMA.4, annex I, para. 20.

**XIII. Term of this memorandum of understanding**

45. The initial term of this MOU shall be five years from its entry into force, with five-year renewal periods, if so decided by the governing body or bodies and UNDRR and UNOPS.

**XIV. Notification and amendment**

46. Each Party will promptly notify the other in writing of any anticipated or actual material changes that will affect the execution of this MOU.

47. The Parties may amend this MOU by mutual written agreement.

**XV. Entry into force**

48. This MOU will enter into force upon the last date of signature by the duly authorized representatives of the Parties.

**XVI. Termination**

49. Subject to section XIII above, either Party may terminate this MOU by giving one year's prior written notice to the other Party. The termination shall come into effect one year from the date of the receipt of such a communication.

50. Following the termination of this MOU, UNDRR and UNOPS shall take all necessary action to conclude their operations relating to the Santiago network secretariat in an expeditious manner. Any termination of this MOU will be without prejudice to any other rights and obligations of the Parties accrued prior to the date of the termination under this MOU or any legal instrument executed pursuant to this MOU.

---