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## Conference of the Parties

### Twenty-eighth session

United Arab Emirates, 30 November to 12 December 2023

Agenda item 7

### Warsaw International Mechanism for Loss and Damage associated with Climate Change Impacts

## Warsaw International Mechanism for Loss and Damage associated with Climate Change Impacts

### Proposal by the President

### Draft decision -/CP.28

## Santiago network for averting, minimizing and addressing loss and damage under the Warsaw International Mechanism for Loss and Damage associated with Climate Change Impacts

### *The Conference of the Parties*

1. *Endorses* decision -/CMA.5,<sup>1</sup> on the Santiago network for averting, minimizing and addressing loss and damage under the Warsaw International Mechanism for Loss and Damage associated with Climate Change Impacts, which provides as follows:

“1. *Recalls* that the Santiago network for averting, minimizing and addressing loss and damage associated with the adverse effects of climate change was established 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;<sup>2</sup>

“2. *Also recalls* the request for the UNFCCC secretariat, under the guidance of the Chairs of the subsidiary bodies, to develop a draft host agreement (memorandum of understanding) with the host of the Santiago network secretariat recommended by the subsidiary bodies at their fifty-eighth sessions with a view to it being recommended

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<sup>1</sup> Draft decision entitled “Santiago network for averting, minimizing and addressing loss and damage under the Warsaw International Mechanism for Loss and Damage associated with Climate Change Impacts” proposed under agenda item 9 of the Conference of the Parties serving as meeting of the Parties to the Paris Agreement at its fifth session.

<sup>2</sup> Decision 2/CMA.2, para. 43.



for consideration and adoption by the governing body or bodies at the session(s) to be held in November–December 2023;<sup>3</sup>

“3. *Expresses appreciation* to Canada, Japan, Spain, Switzerland and the United States of America for their financial contributions to the work of the Santiago network;

“4. *Recalls* decision 12/CMA.4, endorsed by decision 11/CP.27, which establishes the institutional arrangements of the Santiago network to enable its full operationalization, including to support its mandated role in catalysing technical assistance for the implementation of the relevant approaches at the local, national and regional level in developing countries that are particularly vulnerable to the adverse effects of climate change;<sup>4</sup>

“5. *Also recalls* paragraph 16 of decision 12/CMA.4, which states that the Santiago network secretariat will be accountable to and operate under the guidance of the governing body or bodies through the Advisory Board of the Santiago network and hosted by an organization or a consortium of organizations able to provide the necessary administrative and infrastructural support for its effective functioning;

“6. *Welcomes* the report on the hosting of the secretariat of the Santiago network<sup>5</sup> prepared by the evaluation panel;<sup>6</sup>

“7. *Notes* that two proposals were received in response to the call for proposals to host the Santiago network secretariat,<sup>7</sup> the executive summaries of which are available on the UNFCCC website;<sup>8</sup>

“8. *Welcomes* the efforts of the proponents in responding to the call for proposals to host the Santiago network secretariat, of the evaluation panel in assessing the proposals and preparing the report referred to in paragraph 6 above and of the UNFCCC secretariat in providing support for the host selection process, all within a limited time frame;

“9. *Notes with appreciation* the completion of the selection process for the host of the secretariat of the Santiago network, which was supported by an evaluation panel comprising four members of the Executive Committee of the Warsaw International Mechanism for Loss and Damage associated with Climate Change Impacts, two members of the Advisory Board of the Climate Technology Centre and Network, and two members of the Paris Committee on Capacity-building and involved the participation of the two proponents that responded to the call for proposals for hosting the Santiago network secretariat;

“10. *Expresses appreciation* to both proponents that submitted proposals for hosting the Santiago network secretariat;

“11. *Selects* the joint proposal submitted by the consortium of the United Nations Office for Disaster Risk Reduction and the United Nations Office for Project Services for the hosting of the Santiago network secretariat for an initial term of five years, with five-year renewal periods;<sup>9</sup>

“12. *Encourages* the consortium, as host of the Santiago network secretariat, to consider exploring areas for collaboration with the Caribbean Development Bank, which also submitted a proposal for hosting, where appropriate;

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<sup>3</sup> Decision 12/CMA.4, para. 24.

<sup>4</sup> In accordance with the process outlined in decision 12/CMA.4, paras. 19–23, endorsed by decision 11/CP.27.

<sup>5</sup> FCCC/SB/2023/1.

<sup>6</sup> Details on the evaluation panel and the process for selecting the host are available at <https://unfccc.int/SNevalpanel>.

<sup>7</sup> The call was issued on 31 December 2022 and is available at <https://unfccc.int/documents/624794>.

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

<sup>9</sup> Pursuant to decision 12/CMA.4, annex I, para. 21.

- “13. *Authorizes* the Executive Secretary to sign, on behalf of the governing body or bodies, the agreement between the governing body or bodies and the consortium regarding the hosting of the Santiago network secretariat;
- “14. *Requests* the consortium, as host of the Santiago network secretariat, to ensure that the necessary arrangements are in place for the meetings of the Advisory Board of the Santiago network, including privileges and immunities for members of the Board in line with existing practice;
- “15. *Also requests* the consortium, as host of the Santiago network secretariat, to undertake, by the end of January 2024, an analysis of the cost-effectiveness, including a cost–benefit analysis, of various locations around the world as options for the location of the head office of the Santiago network secretariat from a pool of potential locations that can provide the privileges and immunities referred to in paragraph 14 above, and to provide to the Advisory Board of the Santiago network the results of the analysis with its recommendation on which location would be the most cost-effective and suitable in the light of the roles and responsibilities and the organizational structure of the Santiago network secretariat as detailed in annex I to decision 12/CMA.4 for consideration and decision by the Advisory Board at its 1<sup>st</sup> meeting, to be held in 2024;
- “16. *Encourages* the consortium, as host of the Santiago network secretariat, to make the necessary arrangements to promptly launch work under the Santiago network upon conclusion of the November–December 2023 session(s) of the governing body or bodies, including the appointment of a director of the secretariat through a merit-based, open and transparent process, who will facilitate the timely recruitment of the staff of the secretariat in line with the terms of reference of the Santiago network;<sup>10</sup>
- “17. *Requests* the Santiago network secretariat, to facilitate the 1<sup>st</sup> meeting of the Advisory Board of the Santiago Network, to take place in 2024;
- “18. *Also requests* the Santiago network secretariat, to start managing, as soon as possible, the day-to-day operations of the secretariat, in line with its role and responsibilities;
- “19. *Adopts* the memorandum of understanding between the Conference of the Parties 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, as contained in the annex;
- “20. *Reaffirms* that technical assistance provided under the Santiago network in a demand-driven manner will be developed through an inclusive, country-driven process, taking into account the needs of vulnerable people, Indigenous Peoples and local communities;
- “21. *Also reaffirms* that, when technical assistance is provided under the Santiago network, it should take into consideration the cross-cutting issues referred to in the eleventh preambular paragraph of the Paris Agreement;
- “22. *Reiterates* the request<sup>11</sup> to the UNFCCC secretariat to continue providing support for developing countries that are particularly vulnerable to the adverse effects of climate change that may seek or wish to benefit from the technical assistance available from organizations, bodies, networks and experts under the Santiago network, until the Santiago network secretariat is operational;
- “23. *Requests* the UNFCCC secretariat to develop draft guidelines on 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

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<sup>10</sup> Decision 12/CMA.4, annex I, para. 15.

<sup>11</sup> Decision 12/CMA.4, para. 15.

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, for review and approval by the Advisory Board of the Santiago network at its 1<sup>st</sup> meeting;

“24. *Also requests* the Santiago network secretariat to:

(a) Adhere to the mandate of the Santiago network and its functions, including facilitating the consideration of a wide range of topics relevant to averting, minimizing and addressing loss and damage, 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;

(b) Assume its roles and responsibilities, including that it shall be accountable to and operate under the guidance of the Advisory Board of the Santiago network, recognizing the different mandates of the host and the Santiago network, and that the Advisory Board will provide guidance and oversight to the Santiago network secretariat on the effective implementation of the functions of the network;

(c) Report annually to the Advisory Board of the Santiago network information on the in-kind and other support provided by its host that has contributed to its ability to assume its roles and responsibilities, as set out in the terms of reference of the Santiago network;<sup>12</sup>

(d) 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;

(e) Include in its annual report to the Advisory Board of the Santiago network information on the inclusive, balanced and equitable nature of the technical assistance catalysed across all regions with developing countries particularly vulnerable to the adverse effects of climate change and take action, as appropriate;

(f) Have a lean, cost-efficient organizational structure;<sup>13</sup>

(g) Make provisions for discussion on further arrangements for the implementation of the host agreement (memorandum of understanding) in line with future decisions of the governing body or bodies;

(h) 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;

“25. *Further requests* the Advisory Board of the Santiago network to develop its draft rules of procedure with a view to recommending them, through the subsidiary bodies at their sixty-first sessions (November 2024), for consideration and adoption by the governing body or bodies at the session(s) to be held in November 2024;

“26. *Invites* the Advisory Board of the Santiago network to consider and take appropriate action to catalyse technical assistance of relevant organizations, bodies, networks and experts at the local, national and regional level in developing countries particularly vulnerable to the adverse effects of climate change, including through the provision of guidance for the development by the Santiago network secretariat of guidelines and procedures<sup>14</sup> for ensuring the demand-driven nature of all requests for technical assistance submitted under the Santiago network, and to safeguard against

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<sup>12</sup> Decision 12/CMA.4, annex I, para. 19.

<sup>13</sup> In accordance with decision 12/CMA.4, annex I, para. 13.

<sup>14</sup> In accordance with decision 12/CMA.4, para. 17(b), endorsed by decision 11/CP.27.

conflicts of interest in, or, as appropriate, the overconcentration of, the provision and delivery of technical assistance through or by specific organizations, bodies, networks and experts;

“27. *Also invites* the Advisory Board of the Santiago network to provide guidance to the Santiago network secretariat to develop guidelines and procedures for enabling access to and assisting in preparing requests for technical assistance that recognize the significant capacity constraints of the least developed countries and small island developing States;

“28. *Requests* the host of the Santiago network secretariat to 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 all parts of the consortium to implement the terms of reference of the Santiago network;

“29. *Recalls* paragraph 67 of decision 1/CMA.3, in which it was decided that the Santiago network will be provided with funds to support technical assistance for the implementation of relevant approaches to avert, minimize and address loss and damage associated with the adverse effects of climate change in developing countries in support of the functions set out in paragraph 9 of decision 19/CMA.3;

“30. *Also recalls* paragraph 70 of decision 1/CMA.3, which urged developed country Parties to provide funds for the operation of the Santiago network and for the provision of technical assistance as set out in paragraph 67 of the same decision;

“31. *Further recalls* paragraph 6 of decision 12/CMA.4, endorsed by decision 11/CP.27, which encouraged others to provide support for the operation of the Santiago network and for the provision of technical assistance under the network;

“32. *Welcomes* the pledges made to the Santiago network as at 6 December 2023 by the European Union and its member States Denmark, Germany, Ireland and Luxembourg, and by Switzerland and the United Kingdom of Great Britain and Northern Ireland, amounting to approximately USD 40.7 million;<sup>15</sup>

“33. *Recalls* paragraph 69 of decision 1/CMA.3, which states that the Santiago network secretariat will administer the funds referred to in paragraph 67 of the same decision;

“34. *Welcomes* decisions -/CP.28<sup>16</sup> and -/CMA.5<sup>17</sup> on the operationalization of the new funding arrangements, including a fund, for assisting developing countries particularly vulnerable to the adverse effects of climate change, in responding to loss and damage referred to in paragraphs 2–3 of decisions 2/CP.27 and 2/CMA.4, taking note of the parts of those decisions that relate to the Santiago network;

“35. *Requests* the Advisory Board of the Santiago network to designate a representative or two representatives to take part in the annual high-level dialogue on coordination and complementarity with representatives of the main entities forming part of the new funding arrangements, referred to in paragraph 2 of decisions 2/CP.27 and 2/CMA.4, pursuant to paragraphs 11–16 of annex II to decisions -/CP.28<sup>18</sup> and -/CMA.5;<sup>19</sup>

“36. *Invites* the Santiago network secretariat to coordinate with the secretariat of the fund referred to in paragraph 3 of decisions 2/CP.27 and 2/CMA.4 in supporting developing countries particularly vulnerable to the adverse effects of climate change

<sup>15</sup> Noting that this does not set a precedent for making pledges to the Santiago network.

<sup>16</sup> Decision entitled “Operationalization of the new funding arrangements, including a fund, for responding to loss and damage referred to in paragraphs 2–3 of decisions 2/CP.27 and 2/CMA.4” adopted under agenda item 8(g) of the Conference of the Parties at its twenty-eighth session.

<sup>17</sup> Decision entitled “Operationalization of the new funding arrangements, including a fund, for responding to loss and damage referred to in paragraphs 2–3 of decisions 2/CP.27 and 2/CMA.4” adopted under agenda item 10(g) of the Conference of the Parties serving as the meeting of the Parties to the Paris Agreement at its fifth session.

<sup>18</sup> As footnote 16 above.

<sup>19</sup> As footnote 17 above .

in seeking to access the fund through technical assistance and to contribute to coherence and complementarity with the fund by aligning the technical assistance it catalyses under the Santiago network to build capacity and support programmatic approaches of the funding arrangements, including a fund, referred to in paragraphs 2–3 of decisions 2/CP.27 and 2/CMA.4, as appropriate;

“37. *Decides* that once the outstanding nominations for the Advisory Board of the Santiago network<sup>20</sup> have been received by the UNFCCC secretariat, the nominees will be deemed elected at this session or these sessions of the governing body or bodies, in accordance with established practice;

“38. *Notes* that considerations related to the governance of the Warsaw International Mechanism will continue at its sixth session (November 2024);<sup>21</sup>

“39. *Takes note* of the estimated budgetary implications of the activities to be undertaken by the UNFCCC secretariat referred to in paragraphs 22 and 23 above;

“40. *Requests* that the actions of the UNFCCC secretariat called for in this decision be undertaken subject to the availability of financial resources.”

2. *Notes* that considerations related to the governance of the Warsaw International Mechanism will continue at its twenty-ninth session (November 2024).<sup>22</sup>

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<sup>20</sup> In accordance with decision 12/CMA.4, paras. 10–13.

<sup>21</sup> It is noted that discussions on the governance of the Warsaw International Mechanism did not produce an outcome; this is without prejudice to further consideration of this matter.

<sup>22</sup> As footnote 21 above.

**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>

\* Annex to decision -/CMA.5 (see footnote 1 to this decision), endorsed by the Conference of the Parties in this decision.

\*\* 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 78th 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.

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<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.

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

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<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.

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.

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<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.

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