

MEMORANDUM OF UNDERSTANDING

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between

**FOREIGN ECONOMIC COOPERATION OFFICE OF
THE MINISTRY OF ENVIRONMENTAL
PROTECTION OF CHINA**

and

**THE SECRETARIAT OF
THE GLOBAL ENVIRONMENT FACILITY**

JULY 23, 2015

WHEREAS, the Panel, upon review of FECO's application and supporting documents, has determined that FECO meets all of the GEF's minimum fiduciary standards and the GEF's environmental and social safeguards standards, including gender mainstreaming, except for:

- a. Indigenous Peoples
- b. Involuntary Resettlement

WHEREAS, the Panel further determined that the following GEF environmental and social safeguards standards are inapplicable to FECO:

- a. Indigenous Peoples
- b. Involuntary Resettlement

WHEREAS, the Panel approved FECO on April 29, 2015 to move to Stage III of the accreditation process in accordance with the GEF Accreditation Policy and Procedure and issued its final Panel Assessment Report on April 29, 2015;

WHEREAS, based on the recommendations of this Panel Assessment Report, this Memorandum of Understanding (MOU) with the GEF Secretariat committing FECO to all relevant GEF policies and procedures and taking is now being entered into;

WHEREAS, based on the recommendations of this Panel Assessment Report, FECO is expected to contract, within three months of the date of this MOU, the services of experts on environmental and social safeguards and gender mainstreaming; implement the overall training plan within nine months of the date of this MOU; hire a new internal auditor who is responsible for all GEF Projects implemented by FECO on approval of the first GEF Project for implementation by FECO; contract an independent external audit firm to perform the external audit of GEF Resources annually on approval of the first GEF Project for implementation by FECO; amend its procurement guidelines for executing agencies prior to any GEF Resources transferred to executing agencies to state that all contracts for GEF Projects are subject to ex ante or prior review by FECO.

WHEREAS, at the seventh session of the Conference of the Parties to the UN Framework Convention on Climate Change ("UNFCCC") held in Marrakesh, from October 29 to November 10, 2001, (COP7) the GEF was requested to operate two trust funds related to the UNFCCC: the Special Climate Change Fund ("SCCF") and the Least Developed Countries Fund ("LDCF"). At its May 15-17, 2002 meeting, the Council, on the basis of document GEF/C.19/6, (i) approved the arrangements proposed for the establishment of the LDCF AND the SCCF, including applicability of the operational policies and procedures and governance structure of the GEF to the operation of the LDCF and SCCF, and (ii) invited the World Bank to act as trustee of the LDCF and SCCF;

WHEREAS, on February 18, 2011 the Council approved (without meeting) the creation of the Nagoya Protocol Implementation Fund ("NPIF"), a trust fund aiming to support the early entry into force and effective implementation of the Nagoya Protocol on Access to Genetic Resources and the Fair and Equitable Sharing of Benefits Arising from

their Utilization (adopted at the tenth meeting of the Conference of the Parties to the Convention on Biological Diversity) and invited the World Bank to act as trustee of the NPIF. At its May 24-26, 2011 meeting, the Council, on the basis of document GEF/C.40/11Rev.1, approved the arrangements proposed for the operation of the NPIF, including applicability of the operational policies and procedures and governance structure of the GEF to the operation of the NPIF;

WHEREAS, In addition to the GEF Trust Fund, the LDCF, the SCCF and the NPIF trust funds, the GEF may operate other trust funds (together with the GEF Trust Fund, the LDCF, the SCCF and the NPIF, the "Trust Funds"), to which the International Bank for Reconstruction and Development (the "World Bank") may also act as trustee for the administration, commitment and disbursement of certain resources, and to which the operational policies and procedures and governance structure of the Council may also apply;

NOW, THEREFORE, the Secretariat and FECO agree as follows:

ARTICLE I

Definitions

Section 1.01. Unless the context otherwise requires, the several terms defined in the Preamble to this MOU will have the respective meanings therein set forth and the following additional terms will have the following meanings:

- (a) "Financial Procedures Agreement" ("FPA") means the Financial Procedures Agreement between FECO and the World Bank –acting as Trustee of a Trust Fund to which FECO may have access-- to be executed at a later date, for the administration, commitment and disbursement of GEF Resources;
- (b) "FECO Policies and Procedures" means any operational policies, procedures, and/or decisions adopted by FECO, as may be amended from time-to-time, relevant to the use, fiduciary administration and reporting of GEF Resources and for the preparation, approval and implementation of GEF Projects.
- (c) "GEF Agency Fee" means the amount given to FECO for implementing a GEF Project consistent with the GEF fee policy;
- (d) "GEF Council" means the Council or the Council of any other trust funds operated by the GEF to which FECO has access, including the Councils for each of LDCF, SCCF and NPIF trust funds;

- (e) "GEF Policies and Procedures" means any operational policies, procedures, and/or decisions adopted by the GEF Council, the Secretariat or the CEO, as may be amended from time-to-time, relevant for FECO's use, fiduciary administration and reporting of GEF Resources and for the preparation, approval and implementation of GEF Projects;
- (f) "GEF Project" means a project, project component(s) or project preparation activity that promotes the achievement of the purposes of the GEF for which funding from the Trust Funds operated by the GEF has been requested by FECO and/or approved by the GEF Council or the CEO;
- (g) "GEF Resources" means resources in US dollars from any Trust Funds to which FECO has access; such GEF Resources may include, without limitation: (i) any Project Preparation Grant ("PPG"); (ii) resources for the implementation of Medium-Sized Projects; and (iii) resources for the implementation of Full-Sized Projects, as such terms are defined or construed under the applicable GEF Policies and Procedures;
- (h) "Project Document" means a document submitted by FECO to the Secretariat seeking approval of an allocation of grant and other funding from GEF resources to FECO from the GEF Council, or the CEO, as appropriate, for GEF projects;
- (i) "Trustee" means the World Bank acting as Trustee of a Trust Fund in accordance with paragraph 8 and Annex B of the Instrument; and

ARTICLE II

General Principles

Section 2.01 All provisions of this MOU will be interpreted and carried out in accordance with GEF Policies and Procedures and FECO's Policies and Procedures.

Section 2.02 If any decisions or guidance referred to under section 2.01 are inconsistent with the policies or procedures of the GEF or FECO, the Secretariat and FECO will promptly take all appropriate actions to resolve any such inconsistency.

ARTICLE III

Relationship with the GEF Council and Commitment to GEF Policies and Procedures

Section 3.01 FECO will be accountable to the GEF Council for its activities financed with GEF Resources, including the preparation and cost-effectiveness of GEF Projects, in accordance with this MOU, and applicable GEF Policies and Procedures.

Section 3.02 The Secretariat will provide guidance and cooperate with FECO to facilitate FECO's compliance with GEF Policies and Procedures, within the framework of FECO's Policies and Procedures.

ARTICLE IV Administration of GEF Resources

Section 4.01 From time to time, FECO will submit proposals to the Secretariat seeking GEF Resources for GEF Projects. Such proposals will be consistent with GEF Policies and Procedures applicable for the type of project and the GEF Resources requested will be for an amount no greater than (a) any individual project ceiling of GEF Resources and (b) any total project limit, both (a) and (b) recommended by the Secretariat and approved by the Council in accordance with paragraphs 39-41 of the document GEF/C.40/09, *Broadening the GEF Partnership under Paragraph 28 of the GEF Instrument*.

Section 4.02 The proposals submitted by FECO to the Secretariat will be reviewed by the Secretariat and forwarded to the GEF Council or the CEO, as appropriate, for approval. Any proposal approved by the GEF Council, will be submitted after being prepared as a final project proposal by FECO to the CEO for endorsement before final project approval by FECO. The final GEF Resources amount to be provided to FECO for each GEF Project will be the amount specified in the GEF Project approved or endorsed, as appropriate, by the CEO.

Section 4.03 As per GEF/C.41/10/Rev.1 *GEF Policy on Agency Minimum Standards on Environmental and Social Safeguards*, the inapplicability of the GEF's environmental and social safeguards standard on Indigenous Peoples and Involuntary Resettlement to FECO implies that FECO will not propose any projects nor receive GEF Resources or support to implement projects that require application of the Minimum Standard on Involuntary Resettlement, including investments projects as defined by the GEF in Council Document GEF/C.31/5, *Comparative Advantages of the GEF Agencies* and projects concerning the creation or expansion of protected areas; and that FECO will not propose any projects nor receive GEF Resources or support to implement projects with activities in regions inhabited by Indigenous Peoples, including ethnic minorities under Chinese law who meet the criteria of the GEF Minimum Standard on Indigenous Peoples, in line with Paragraph 4.1 of Annex I of the GEF Policy SD/PL/03, *Agency Minimum Standards on Environmental and Social Safeguards*.

ARTICLE V GEF Agency Fees

Section 5.01 FECO will receive a fee for project cycle management services in respect of each GEF Project approved by the GEF Council or CEO. Such fee will become payable in full upon approval of the project proposal for the GEF Project in respect of which such fee is provided, or at such time as may be provided for under the applicable GEF Policies and Procedures or the applicable Financial Procedures Agreement.

ARTICLE VI
Financial Procedures Agreements

Section 6.01 GEF Resources approved by the GEF Council or the CEO will be subject to the terms and conditions of the applicable Financial Procedures Agreement. No GEF Resources, including the GEF Agency Fee, will be transferred unless and until an effective Financial Procedures Agreement for the relevant Trust Fund has been entered into between FECO and the Trustee.

Section 6.02 In the event of any conflicting provisions between this MOU and any Financial Procedures Agreement, the latter will prevail.

ARTICLE VII
GEF Activities

Section 7.01 FECO will be solely responsible for:

- (a) Ensuring that the documentation (including but not limited to the Project Documents) submitted by FECO to the Secretariat for review and/or approval meets the GEF requirements;
- (b) Ensuring that the development, preparation, implementation, monitoring and evaluation of the activities financed with GEF Resources are consistent with GEF Policies and Procedures;
- (c) Preparing FECO's Project Documents for consideration by the Secretariat and approval by the GEF Council or the CEO, as appropriate;
- (d) Supervising activities performed under approved Project Documents;
- (e) Reporting to the Secretariat in accordance with Article VIII hereof; and
- (f) Informing the Secretariat in writing of any conditions FECO believes may interfere with the performance of its obligations under this MOU or the implementation of any activities due to be performed under any Project Document.

Section 7.02 FECO may request the Secretariat's guidance and cooperation, as contemplated in Section 3.02 above, to assist FECO in the discharge of its responsibilities under Section 7.01 hereto.

ARTICLE VIII
Standard of Care

Section 8.01 FECO will be solely responsible for the administration of GEF funds made available to it and will carry out such administration in accordance with FECO's

applicable regulations and rules, standard practices and procedures taking into account the provisions of this MOU and the relevant Project Document approved by the relevant Council or the CEO, as appropriate. FECO will exercise the same care in the discharge of its functions, as described in this MOU, as it exercises with respect to the administration and management of FECO's own resources.

Section 8.02 FECO will take all appropriate measures to ensure that GEF Resources are used for the purposes for which they were provided, as set out in the pertinent Project Document. FECO will be accountable to the relevant GEF Council for: (i) all activities funded by the GEF Resources, including their preparation and cost-effectiveness, and (ii) the implementation of the operational policies, strategies and decisions of the relevant GEF Council with respect to such activities.

ARTICLE IX Records and Reporting

Section 9.01 FECO will provide the Secretariat with copy of the annual financial statements for the Trust Funds (individually or combined) as provided to the Trustee in accordance with the applicable FPA, as soon as they are available. In addition, the FECO will provide the Secretariat with the following reports:

- (a) annual reports on status of the GEF Project in FECO's portfolio;
- (b) After the close of each GEF project, a final financial statement for the GEF Project as provided to the Trustee in accordance with the applicable FPA as soon as they are available; and
- (c) such other reports, including reports on disbursement, procurement of goods and services for activities financed by the GEF Resources, as may reasonably be requested by the Secretariat from time to time.

ARTICLE X Visibility

Section 10.01 FECO will ensure that GEF Projects will include information and communication related activities to identify the support of the Trust Funds for GEF Projects, and to communicate to the public the results of GEF Projects consistent with relevant GEF Policies and Procedures, including the GEF Communication and Visibility Guidelines.

ARTICLE XI
Consultation

Section 11.01 FECO and the Secretariat will consult and share information with each other from time to time and at the request of either party on matters arising out of this MOU.

ARTICLE XII
Communications

Section 12.01 All communications concerning this MOU will be made to the relevant person at the address, telephone number or electronic mail address, from time to time designated by that party to the other for that purpose. The address, telephone number and electronic mail address so designated are set out below.

(a) For FECO:

Foreign Economic Cooperation Office of the Ministry of Environmental
Protection of China
5 Houyingfang Hutong,
Xicheng District, Beijing 100035,
China

Attention: Director General
Telephone: 8610-82268810
Electronic mail: chen.liang@mepfeco.org.cn

With a copy to: chen.haijun@mepfeco.org.cn

Attention: Director of GEF Implementation Office
Telephone: 8610-82268846

(b) For the Secretariat:

Global Environment Facility
1818 H Street, N.W.
Washington, D.C. 20015
USA

Attention: Chief Executive Officer
Telephone: (202) 473 1075
Fax: (202) 522 3240/3245
Electronic mail: nishii@thegef.org; secretariat@thegef.org

ARTICLE XIII
Amendment

Section 13.01 This MOU may be amended at any time by the written agreement of FECO and the Secretariat.

ARTICLE XIV
Termination

Section 14.01 This MOU may be terminated by FECO or the Secretariat with sixty (60) days prior written notice. In the event that FECO's access to GEF Resources is terminated or suspended for any reason by the GEF Council, this MOU will automatically cease to have effect during such suspension, or termination, as the case may be, as of the date of the Council's decision for suspension or termination.

Section 14.02 Notwithstanding the paragraph above, if there are outstanding activities under this MOU, including GEF Projects under which FECO has entered into commitments with third parties, at the time of suspension or termination of this MOU, the provisions of this MOU will continue to apply to any such outstanding activities until such activities have been fully completed.

ARTICLE XV
Miscellaneous

Section 15.01 The Secretariat and FECO agree that this MOU will be publicly disclosed by the Secretariat and/or FECO. Such disclosure will be made in accordance with their respective disclosure policies at the time of disclosure.

Section 15.02 Notwithstanding the paragraph above, the Secretariat and FECO will not publicly disclose the information that either Party has provided as a result of this MOU and has explicitly indicated in writing and marked as confidential except having obtained the other Party's prior consent.

ARTICLE XVI
Dispute resolution

Section 16.01 If any dispute arising out of or relating to this MOU cannot be settled by agreement of the parties, the CEO will inform the GEF Council and seek the GEF Council's advice with respect to a resolution. The CEO will invite FECO to participate in any relevant GEF Council meeting at which the resolution of any such dispute will be discussed.

ARTICLE XVII
Effectiveness

Section 17.01 This MOU will come into force and effect upon on the date
aforementioned on the first page of this MOU.

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto, have
signed this MOU with effect from the date aforementioned on the first page of this MOU.

**SECRETARIAT OF THE GLOBAL
ENVIRONMENT FACILITY**



Naoko Ishii
CEO/Chairman

**FOREIGN ECONOMIC COOPERATION OFFICE
OF THE MINISTRY OF ENVIRONMENTAL
PROTECTION OF CHINA**

Chen Liang
Director General

