Naciones Unidas FCCC/SBI/2012/L.54

Convención Marco sobre el Cambio Climático

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Órgano Subsidiario de Ejecución
37º período de sesiones
Doha, 26 de noviembre a 1º de diciembre de 2012
Tema 13 b) del programa
Desarrollo y transferencia de tecnologías:
Asuntos relacionados con el Centro y Red de Tecnología del Clima:
selección de la institución anfitriona y constitución de la junta consultiva

Disposiciones para el pleno funcionamiento del Centro y Red de Tecnología del Clima

Proyecto de conclusiones propuesto por la Presidencia

1. El Órgano Subsidiario de Ejecución (OSE) acogió con agrado el informe preparado por la secretaría sobre el examen de los elementos principales del posible acuerdo sobre la sede del Centro de Tecnología del Clima[1].

2. Con arreglo a la decisión 2/CP.17, párrafo 138 b) y c), el OSE examinó el informe antes mencionado, que comprende el proyecto de memorando de entendimiento sobre la sede del Centro de Tecnología del Clima y las disposiciones relativas a la constitución de la junta consultiva del Centro y Red de Tecnología del Clima, y recomendó a la Conferencia de las Partes el texto del proyecto de decisión que figura en el anexo de las presentes conclusiones para que lo examinara y ultimara en su 18º período de sesiones.

[1] FCCC/SBI/2012/30.

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Anexo

[Inglés únicamente]

Arrangements to make the Climate Technology Centre and Network fully operational

[*The Conference of the Parties*,

Recalling decisions 1/CP.16 and 2/CP.17,

1. *Notes with appreciation* the completion of the selection process for the host of the Climate Technology Centre, which had the support of the evaluation panel nominated by the Technology Executive Committee from within its membership, the Subsidiary Body for Implementation and the secretariat and involved the valuable participation of the nine proponents that responded to the call for proposals for hosting the Climate Technology Centre;

2. *Decides* that the United Nations Environment Programme, as the leader of the consortium of partner institutions is hereby selected as the host of the Climate Technology Centre, for an initial term of five years, with possible renewal if so decided by the Conference of the Parties at its twenty-third session;

3. *Adopts* the memorandum of understanding between the Conference of the Parties and the United Nations Environment Programme regarding the hosting of the Climate Technology Centre, as contained in appendix I to this decision;

4. *Authorizes* the Executive Secretary to sign, on behalf of the Conference of the Parties, the memorandum of understanding between the Conference of the Parties and the United Nations Environment Programme regarding the hosting of the Climate Technology Centre;

5. [*Decides* that the Advisory Board of the Climate Technology Centre and Network is hereby established, with the constitution contained in appendix II to this decision, with the functions contained in decision 2/CP.17, annex VII, section V, paragraph 8 and 9.]

6. *Requests* the United Nations Environment Programme, as the host of the Climate Technology Centre, to convene and facilitate the first meeting of the Advisory Board as soon as possible in 2013, preferably prior to the thirty-eighth sessions of the subsidiary bodies;

7. *Requests* the Advisory Board to determine at its first meeting its operational modalities and rules of procedure for consideration by the subsidiary bodies at their subsequent sessions;

8. *Takes note* that the United Nations Environment Programme, as the host of the Climate Technology Centre will ensure that the necessary arrangements are in place for the meetings of the Advisory Board, including privileges and immunities for members of the board consistent with the Convention on the privileges and immunities of the United Nations;[1]

9. *Encourages* the United Nations Environment Programme, as the host of the Climate Technology Centre, to make the necessary arrangements to promptly launch the work of the Climate Technology Centre upon the conclusion of the eighteenth session of the Conference of the Parties, including, inter alia, the appointment of a Director of the Climate Technology Centre, who will facilitate the timely recruitment of the staff of the Climate Technology Centre;

10. *Agrees* that the United Nations Environment Programme, as the host of the Climate Technology Centre shall provide periodic updates on matters regarding its role as host of the

[1] United Nations Treaty Series, volume 1, page 15, 13 February 1946.

Climate Technology Centre and make this information available in the annual report of the Climate Technology Centre and Network to the Conference of Parties through the subsidiary bodies. Such reports should also address the concerns raised by Parties on issues such as to enhance the in-house capacity of the host organization on technologies for adaptation;

11. *Requests* the Climate Technology Centre to consult with the Technology Executive Committee on establishing procedures for preparing a joint annual report as requested by decision 2/CP.17, with a view to making their joint annual report available to the Conference of the Parties at the thirty-ninth sessions of the subsidiary bodies;

12. *Invites* Parties to nominate their national designated entities for the development and transfer of technologies pursuant to decision 2/CP.17, annex VII, and decision 4/CP.13, paragraph 8, and to communicate this information to the secretariat by 29 March 2013, in order to facilitate the operationalization of the Climate Technology Centre and Network;

13. *Reiterates* that the financial support to the Climate Technology Centre and Network shall be provided in accordance with decision 2/CP.17, paragraphs 139–141;

14. [*Reiterates* that the Climate Technology Centre and Network, shall be under the guidance of and accountable to, the Conference of the Parties [through an advisory board], and [the Climate Technology Centre] [which for the purposes of this decision is the UNEP, selected in accordance with decision 2/CP.17, paragraph 138b][the UNEP] may perform other such activities as may be necessary to carry out its functions as may be directed by the Conference of the Parties.]

15. *Reiterates* that the Advisory Board of the Climate Technology Centre and Network will put in place the rules and procedures to monitor, assess, and evaluate the timeliness and appropriateness of the responses of the Climate Technology Centre[2] and Network to requests by developing country Parties in accordance with decision annex 7 of 2/CP.17 section V paragraph 7 and 9e, and section VII paragraph 20.

[2] Including the members of the consortium.

Appendix I

MEMORANDUM OF UNDERSTANDING BETWEEN THE CONFERENCE OF THE PARTIES TO THE UNITED NATIONS FRAMEWORK CONVENTION ON CLIMATE CHANGE AND THE UNITED NATIONS ENVIRONMENT PROGRAMME REGARDING THE HOSTING OF THE CLIMATE TECHNOLOGY CENTRE

This Memorandum of Understanding (hereinafter referred to as "the MOU") is concluded between the Conference of the Parties (hereinafter referred to as "the COP") to the United Nations Framework Convention on Climate Change (hereinafter referred to as "the Convention") and the United Nations Environment Programme (hereinafter referred to as "UNEP") (collectively referred to as "the Parties") regarding the hosting of the Climate Technology Centre (hereinafter referred to as "the CTC").

Preamble

Whereas the COP, by its decision 1/CP.16, established a Technology Mechanism, consisting of a Technology Executive Committee (hereinafter referred to as "the TEC") and a Climate Technology Centre and Network (hereinafter referred to as "the CTCN"),

Whereas the COP, by its decision 2/CP.17, adopted the terms of reference of the CTCN,

Whereas the mission of the CTCN is to stimulate technology cooperation and to enhance the development and transfer of technologies and to assist developing country Parties at their request, consistent with their respective capabilities and national circumstances and priorities, in order to build or strengthen their capacity to identify technology needs, to facilitate the preparation and implementation of technology projects and strategies taking into account gender considerations to support action on mitigation and adaptation and enhance low emissions and climate-resilient development,

Whereas UNEP, on behalf of a consortium of partner institutions located in both developed and developing countries, submitted a proposal to host the CTC and informed the Committee of Permanent Representatives to UNEP thereof,

Whereas UNEP is the leading organization within the United Nations system in the field of environment and has, in the field of climate change, the mandate, among others: to strengthen the ability of countries, in particular developing countries, to integrate climate change responses into their national development processes and specifically to reduce their vulnerability and build up their resilience to the impacts of climate change; to facilitate the transition to low-carbon societies; to facilitate access to climate change financing for clean technologies; to support both public and private financing mechanisms; to support national processes for implementing sustainable forest management plans; to improve the understanding of climate change science and its use in sound policymaking; and to improve the general understanding of climate change,

Whereas the COP, by its decision X/CP.18, selected UNEP as the organization to host the CTC,

Whereas the UNEP Governing Council, by decision X, at its twenty-seventh regular session, authorized the Executive Director of UNEP to host the CTC in UNEP,

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 COP and UNEP with respect to the hosting of the CTC in UNEP in accordance with decision X/CP.18.

II. Role and responsibilities of the COP

2. The CTCN shall operate within its terms of reference and be accountable to, and under the guidance of, the COP through the Advisory Board in accordance with decisions 1/CP.16, 2/CP.17, X/CP.18 and other relevant decisions of the COP.

3. The Advisory Board shall advise the CTCN on the implementation of its terms of reference and the guidance provided by the COP.

4. The COP shall consider the annual report on the activities of the CTCN prepared in accordance with decisions 1/CP.16, 2/CP.17 and other relevant decisions of the COP, and provide guidance thereon.

5. In taking decisions that would affect the hosting of the CTC in UNEP, the COP shall take into consideration any views and information provided by UNEP.

III. Role and responsibilities of UNEP

6. UNEP agrees to host the CTC as a dedicated entity within UNEP in accordance with decision X of the UNEP Governing Council at its twenty-seventh regular session authorizing the Executive Director to host the CTC in UNEP and the provisions of this MOU.

7. UNEP shall design the organizational structure, manage the CTC and provide the necessary administrative and infrastructural support for the effective functioning of the CTC, in accordance with relevant United Nations and UNEP regulations, rules and procedures and decisions of the UNEP Governing Council, and subject to the financing provided pursuant to section VII below.

8. UNEP shall select and appoint, pursuant to the United Nations Staff Regulations and Rules and in accordance with decision 2/CP.17, the Director of the CTC, who shall be a UNEP staff member and accountable to the Executive Director of UNEP.

9. UNEP shall select and appoint, pursuant to the United Nations Staff Regulations and Rules, a small core staff to support the CTC in an effective and efficient manner, to be managed by the Director of the CTC.

10. UNEP may make use of loans of personnel from the consortium of partner institutions to support the CTC, in accordance with relevant United Nations regulations, rules and procedures.

11. UNEP shall provide periodic updates on matters regarding its role as host of the CTC and make this information available in the annual report of the CTCN provided to the COP through the subsidiary bodies, prepared pursuant to paragraph 19 below.

12. UNEP shall guide the consortium of partner institutions to effectively support the functioning and operations of the CTC and shall make appropriate arrangements governing their cooperation.

13. The Executive Director of UNEP shall be responsible for the execution of the functions of UNEP under this MOU.

IV. Role and functions of the CTCN

14. The CTCN shall operate in accordance with decisions 1/CP.16, 2/CP.17, X/CP.18 and other relevant decisions of the COP.

V. Role and functions of the consortium of partner institutions

15. The consortium of partner institutions shall, following the signature of appropriate agreements governing their cooperation with UNEP, support the operations of the CTC.

VI. Role and functions of the Director and personnel of the CTC

16. The Director shall be accountable to [the Executive Director of] UNEP for the effectiveness and efficiency of the CTC in carrying out its functions in accordance with relevant United Nations and UNEP regulations, rules and procedures and decisions of the UNEP Governing Council.

17. The Director shall serve as the secretary to the Advisory Board and be responsible for facilitating and providing support to the work of the Board, including making arrangements for the meetings of the Board.

18. The Director shall prepare a budget for the CTCN in accordance with decision 2/CP.17 and in conformity with the relevant regulations, rules and procedures governing the programme budget of UNEP. The CTCN budget will be prepared in accordance with the guidance provided by the COP. The part of the CTCN budget managed by UNEP will be included in the programme budget of UNEP as an extra-budgetary item to support the CTCN.

19. The Director shall prepare the annual report on the CTCN for submission to the COP through the subsidiary bodies. The annual report shall be approved by the Advisory Board in accordance with decision 2/CP.17, and shall include the financial status of, and information on the mobilization of other resources for, the CTCN.

20. The Director shall manage the financial resources of the CTCN in accordance with the United Nations Financial Regulations and Rules and the Financial Rules of UNEP, fiduciary, anti-fraud and anti-corruption policies and environmental and social safeguards.

21. The Director and personnel of the CTC shall liaise, as appropriate, with the secretariat of the UNFCCC and other relevant international bodies on issues relating to the activities and operations of the CTC.

VII. Financial arrangements of the CTCN

22. The costs associated with the CTC and the mobilization of the services of the Network will be funded from various sources, including the financial mechanism of the Convention, bilateral, multilateral and private-sector channels, philanthropic sources and financial and in-kind contributions from the host organization and participants in the Network.

23. UNEP shall provide financial and in-kind contributions to the CTC, in accordance with paragraph 139 of decision 2/CP.17 and taking into account the proposal of UNEP and the contribution of the consortium of partner institutions.

24. The CTC, in collaboration with UNEP and in consultation with the Advisory Board, shall help mobilize funds to meet the costs associated with the CTCN.

VIII. Implementation of this MOU

25. The Advisory Board and UNEP may agree on further arrangements for the implementation of this MOU, which do not in any way amend the existing provisions of this MOU, and report thereon to the COP.

26. 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.

IX. Dispute settlement

27. The COP, through the Advisory Board, and UNEP, shall use their best efforts to amicably resolve any disputes, controversies or claims arising out of or relating to this MOU, including by use of mutually agreed dispute resolution methods.

X. Entire agreement

28. 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.

XI. Interpretation

29. This MOU will be interpreted in accordance with relevant decisions of the COP and the UNEP Governing Council.

30. 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.

XII. Term of this MOU

31. The initial term of this MOU shall be five years, with two four-year renewal periods, if so decided by the COP and UNEP.

XIII. Notification and amendment

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

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

XIV. Entry into force

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

XV. Termination

35. Subject to section XII 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.

36. Following the termination of this MOU, UNEP shall take all necessary actions to conclude its operations relating to the CTC 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.

Appendix II

Constitution of the advisory board of the Climate Technology Centre and Network

1. The advisory board of the Climate Technology Centre and Network (CTCN), with the aim of achieving fair and balanced representation, shall comprise [24][25] members as follows:

(a) 16 government representatives, comprising equal representation from Parties included in Annex I to the Convention (Annex I Parties) and Parties not included in Annex I to the Convention (non-Annex I Parties);

(b) The chair and vice-chair of the Technology Executive Committee (TEC) in an ex officio capacity;

(c) [The chair or vice-chair][one of the co-chairs] of the Green Climate Fund, in an ex officio capacity [.] [, as required to ensure equal representation between Annex I and non-Annex I Parties];

(d) The Chair [or][and] the Vice-Chair of the Adaptation Committee and [the Chair of the][a representative of the] Standing Committee, in an ex officio capacity, as required to ensure equal representation between Annex I and non-Annex I Parties;

(e) The Director of the CTCN, in an ex officio and non-voting capacity;

(f) A representative from each of the following UNFCCC groups of observer organizations, in a non-voting capacity: non-governmental organizations, business organizations, and research organizations, with relevant expertise in technology, finance or business, nominated by the host organization of the CTC.

2. The advisory board will invite expert observers to attend meetings based on specific agenda needs, according to modalities and procedures developed by the advisory board at its first meeting.

3. The director of the CTCN shall be the secretary of the advisory board.

4. Government representatives shall be nominated by their respective groups or constituencies and elected by the Conference of the Parties (COP). Groups or constituencies are encouraged to nominate the government representatives to the advisory board, with a view to achieving, within its membership, an appropriate balance of expertise relevant to the development and transfer of technologies for adaptation and mitigation, taking into account the need to achieve gender balance in accordance with decision 36/CP.7.

5. Government representatives elected to the advisory board shall serve for a term of two years and shall be eligible to serve a maximum of two consecutive terms of office. The following rules shall apply:

(g) Half of the members shall be elected initially for a term of three years and half of the members shall be elected for a term of two years;

(h) Thereafter, the COP shall elect half of the members every year for a term of two years;

(i) The members shall remain in office until their successors are elected.

6. If a member of the advisory board resigns or is otherwise unable to complete the assigned term of office or to perform the functions of that office, the advisory board may decide, bearing in mind the proximity of the next session of the COP, to appoint another member from the same constituency to replace said member for the remainder of that member's mandate, in which case the appointment shall count as one term.

7. Members of the advisory board referred to in paragraph 1(b) and 1(e) above shall serve in accordance with their term of office in their respective bodies.

8. [Members of the advisory board referred to in paragraph 1(c) and 1(d) above shall serve for a term of [up to] two years, or as required to ensure equitable distribution between Annex I and non-Annex I Parties. [Standing Committee member]]

9. Members of the advisory board referred to in paragraph 1(f) above shall serve for a term of one year and shall be eligible to serve a maximum of two consecutive terms of office.

10. Decisions of the advisory board will be taken by consensus of the advisory board members. The advisory board will specify in its modalities and procedures how to adopt decisions in the event that all efforts at reaching consensus have been exhausted.

11. The advisory board shall elect annually a chair and a vice-chair from among its members representing governments for a term of one year each, with one being a member from an Annex I Party and the other being a member from a non-Annex I Party. The positions of chair and vice-chair shall alternate annually between a member from an Annex I Party and a member from a non-Annex I Party.

12. If the chair is temporarily unable to fulfil the obligations of the office, the vice-chair shall serve as chair. In the absence of the chair and the vice-chair at a particular meeting, any other member from the governmental representatives designated by the advisory board shall temporarily serve as the chair of that meeting.

13. If the chair or vice-chair is unable to complete the term of office, the advisory board shall elect a replacement to complete the term of office, taking into account paragraph 6 above.

14. The meetings of the advisory board shall be open to attendance, as observers, by Parties, the secretariat and observer organizations, except where otherwise decided by the advisory board.

15. The CTC shall [provide support services] [support] and facilitate the work of the advisory board of the CTCN.

16. The constitution of the advisory board shall be reviewed by the COP in 2020.]