

# MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MoU”) shall commence on March 4, 2020 between:

- (1) Charles University, a legal entity incorporated under the constitutional laws of the Czech Republic and having its head offices in Prague (hereinafter referred to as “CU FSS”) and
- (2) CLIMATE BONDS INITIATIVE, with its registered office at 72 Muswell Hill Place, London, N10 3RR, United Kingdom, (hereinafter referred to as “CBI”) as the Second Party.

CU FSS and CBI, where applicable, are individually referred to as “the Party” and jointly as “the Parties”.

## WHEREAS:

- A. The Charles University established under the Act 111/1998 Sb., on higher education institutions, as amended. The Charles University is a public higher education institution of a university type. The registered office of the Charles University is in Prague 1, at Ovocný trh 560/5.
- B. The Climate Bonds Initiative, a not-for profit company registered in England & Wales.
- C. Based on the Parties mutual desire to develop and strengthen their cooperative relationship in their legal field of competence, both Parties shall cooperate to exchange information and expertise in relation to the development of green finance.

## NOW THEREFORE:

### 1. INTEGRATION

The Preamble, the above declarations and Annex 1, attached hereto, shall form an integral part of this MoU.

### 2. INTENT OF THE PARTIES

The purpose of this MoU is to establish a formal basis for cooperation between the Parties. Parties undertake to work together to support the objectives outlined above in the following areas – academic research in the field of green bond market:

- Exchange of materials for academic use.

The Parties also expressly agree and acknowledge that the final terms and operational framework upon which the arrangements proposed in this MoU are structured, shall be subject to formal written agreements negotiated and entered into separately, which will deal with the financial arrangements, confidentiality, ownership and use of intellectual property, publication of articles or other work and other relevant matters.

### **3. PRINCIPLES**

The Parties recognize the following principles:

- (A) the Parties shall mutually work in good faith in accordance with the provisions of this MoU and applicable laws and regulations of the Parties;
- (B) this MoU is a statement of intent and shall not create, directly or indirectly, any legally binding rights, obligations or liabilities, on either Party except where expressly so provided; which for the avoidance of doubt shall include this sub-clause and Clause Confidentiality of Information.;
- (C) this MoU provides each Party equal rights and obligations;
- (D) this MoU shall not, and is not intended to, modify or supersede any law or regulation applicable to the Parties;
- (E) the provisions of this MoU shall be implemented:
  - i. in accordance with the applicable laws and regulations;
  - ii. within the availability of the resources of the Parties; and
  - iii. in a manner that is not contrary to the public or national security interests of the respective Party.

### **4. NOTIFICATION AND COMMUNICATION**

- (A) Cooperation, communication and the sharing of information can be effected through meetings, or the exchange of letters and documents (in written or electronic form).
- (B) Legal notices to be given under this MoU shall be in writing and delivered either by facsimile or by registered mail addressed, courier, fax or email to the designated principal contacts listed in Annex 1.
- (C) Correspondence and notices shall be deemed duly served:
  - i. if personally delivered and duly acknowledged receipt by the other Party at the time of delivery;
  - ii. if sent by registered or recorded delivery mail, or by courier at the time when such registered letter would in the ordinary course be delivered;
  - iii. if sent by facsimile, at the time of transmission provided that the notice is confirmed by registered or recorded delivery mail within twenty-four (24) hours; and
  - iv. if sent by email upon written confirmation by the other Party.



## **5. COST SHARING/REVENUE SHARING**

Unless agreed otherwise by the Parties in writing, each Party shall bear their own costs in connection with the execution of the activities and fields of cooperation referred to in Clause 2.

## **6. CONFIDENTIALITY OF INFORMATION**

- (A) The Parties shall keep any and all information exchanged between the Parties and/or relating to this MoU including, without limitation, the terms of this MoU, confidential and shall not use such confidential information for any purpose other than those specified in this MoU, or as agreed by the Parties in writing.
- (B) Neither Party shall disclose confidential information received pursuant to this MoU to any third party or make any public announcement concerning the same unless such disclosure or announcement is explicitly approved in writing by each Party.
- (C) Where a Party is subject to a mandatory disclosure requirement or receives a legally enforceable demand for information that has been disclosed to it under this MoU, that Party (Requesting Party) shall inform the other Party (Requested Party) of its obligation to disclose and will endeavor to seek consent from the Requested Party before making a disclosure. Where consent to disclose the information is not given the Requesting Party will assert the appropriate legal exemptions and privileges with respect to the information, as may be available and shall endeavor to protect the confidentiality of the information received under this MoU.
- (D) Notwithstanding the foregoing, each Party may disclose the terms of this MoU to its professional advisers who are subject to a duty of confidentiality.
- (E) Each Party shall establish and maintain such safeguards as are necessary and appropriate to protect the confidentiality of the information received from the other Party in relation to this MoU.

## **7. APPLICABLE LAW**

This MoU shall be governed by and construed in accordance with the laws and regulations of the Czech Republic.

## **8. TERM OF THE MOU**

- (A) This MoU shall commence on the date shown at the front page and shall remain in force for a period of THREE (3) years. Each Party shall review the status of the MoU at least six months before the end of the three years period to determine whether it wishes the MoU to continue and, if so, whether any modifications are required. The period of validity of this MoU may only be extended by the mutual written consent of both Parties.
- (B) In case of need, this MoU may be terminated by any of the Parties at any time by

giving at least 30 (thirty) days prior written notice, which shall be an integral part of this MoU, to the other Party.

- (C) Unless the term is extended or renewed, this MoU shall automatically expire and cease to have any force and effect.
- (D) This MoU signed in Prague, on March 4, 2020 in English in two original copies of equal legal force.
- (E) No alteration, modification or addition to this MoU (including the designated principal contacts) or any waiver of any of the terms hereof shall be valid unless made in writing and signed by duly authorized representatives of both Parties.
- (F) This MoU may be executed in any number of counterparts. This has the same effect as if the signatures on the counterparts were on a single copy of this MoU.

## **9. DISPUTE RESOLUTION**

Any dispute or difference of opinions between the Parties concerning the interpretation or execution of this MoU shall be resolved by means of mutual consultations and negotiations between the Parties' representatives.

## **10. NO LEGAL EFFECT**

Notwithstanding anything herein contained, it is understood by the Parties that this MoU is intended only to reflect the desire of the Parties to work towards the matters herein contained and is not intended to create any legal relations between the Parties or to have any legal or binding effect and therefore no legal claim by any of the Parties or the third party may arise hereunder. It is understood and agreed to that the parties to this Agreement would each like to provide the other with certain information that may be considered confidential. To ensure the protection of such information and in consideration of the agreement to exchange said information, a non-disclosure agreement shall be signed.

## **11. SUCCESSOR**

The Parties agree that any entity that becomes the successor in interest, or otherwise legally assumes the functions, powers and duties, of a Party, at the date it becomes such successor or assumes such functions, powers and duties, become a party to this MoU.

IN WITNESS WHEREOF, the Parties have caused this Memorandum to be signed in their respective names as of the date first above written.

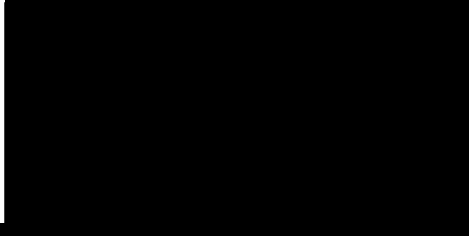
FOR AND ON BEHALF OF  
**Charles University, Faculty of Social Sciences**



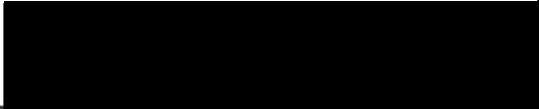
- 6 -03- 2020

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PhDr. Alice Némčová Tejkalová, Ph.D.  
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FOR AND ON BEHALF OF  
**CLIMATE BONDS INITIATIVE**



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Ms. Justine Leigh-Bell  
Deputy CEO

Annex 1

**DESIGNATED PRINCIPAL CONTACTS**

The designated principal contacts for the communication and exchange of information between the Parties as set out in this MoU are as follows:

<b>Climate Bonds Initiative</b>  <b>72 Muswell Hill Place</b> <b>London</b> <b>N10 3RR</b> <b>United Kingdom</b>	<b>Charles University, Faculty of Social Sciences</b>  <b>Smetanovo nábř., 6</b> <b>Prague 1</b> <b>110 00</b> <b>Czech Republic</b>
<b>Miss Serena Vento</b> Director of Fundraising & Partnerships  Tel: [REDACTED]	<b>Mr. Martin Gregor</b> Director of the Institute of Economic Studies  Tel: +420 [REDACTED] [REDACTED]