

Memorandum of Understanding between CDP & UBC regarding their joint work with cities

This Memorandum of Understanding (“**MOU**”) is made on 18 October 2018 between:

- (1) **CDP Worldwide**, with its registered office at 4th Floor Plantation Place South, Great Tower Street, London EC3R 5AD, company number 05013650 and charity number 1122330 (“**CDP**”); and
- (2) **Union of Baltic Cities**, with its registered office at Wały Jagiellońskie 1 80-853 Gdańsk Poland (“**UBC**”).

(each a “**Party**” and together the “**Parties**”).

Background

- (A) CDP is an international, not-for-profit organisation providing the global system for companies, cities, states and regions to measure, disclose, manage and share vital information on their environmental performance. 100 states and regions, 572 cities, and more than 6,300 companies, representing 55% of global market capitalisation, disclosed environmental information through CDP in 2017. CDP now holds the most comprehensive collection globally of primary corporate, city, and state and regional environmental data and puts these insights at the heart of strategic business, investment and policy decisions.
- (B) UBC, Union of the Baltic Cities, is the leading network of cities in the Baltic Sea Region (BSR). UBC mobilizes the shared potential of its member cities for democratic, economic, social, cultural and environmentally sustainable development of the Baltic Sea Region. UBC was founded in 1991 in Gdansk, Poland and it has around a hundred member cities from all 10 countries from the Baltic Sea Region – Denmark, Estonia, Finland, Germany, Latvia, Lithuania, Norway, Poland, Russia and Sweden.
- (C) The Parties are united in their firm belief that cities play a vital role in driving climate action and delivering sustainable economies, powered by clean energy, that avoid dangerous climate change.
- (D) The Parties regard cities climate data as fundamental to delivering the objectives of both organisations. The vision in this MOU will allow the Parties to collaborate and better serve the needs of cities, states and regions and support them in driving climate change action.
- (E) The Parties are proceeding with this MOU for another two years and with the expectation of extending it for a further two years upon expiry.
- (F) The Parties’ objectives though this MOU are to:
 - (i) deepen the level of cooperation between CDP’s Cities, States and Regions program and UBC;
 - (ii) increase the number of cities disclosing their environmental information through CDP’s disclosure system;

- (iii) explore and agree on additional areas of cooperation and joint fundraising efforts between CDP and UBC.

Agreed terms

1. Term

- 1.1 This MOU will commence on the date it is made and will continue for three years (the “**Term**”) unless extended by mutual agreement or terminated earlier in accordance with clause 5.

2. Disclosure

- 2.1 UBC will:

- 2.1.1 highlight the importance of CDP’s annual disclosure, actively promote disclosure to CDP and use its best efforts to ensure that all its member cities disclose to CDP;

- 2.1.2 lead disclosure outreach with its member cities.

- 2.2 CDP will:

- 2.2.1 serve as the official disclosure platform recommended by UBC and provide its annual disclosure services to cities members;

- 2.2.2 support UBC in disclosure outreach to member cities; and

- 2.2.3 in accordance with clause 4, share cities environmental data disclosed through CDP with UBC for those entities that have disclosed publicly.

3. Communications

- 3.1 The Parties will agree on a joint communications protocol for disclosure engagement with members.

4. Provision of data

- 4.1 CDP will provide UBC at no charge all data disclosed publicly in response to CDP’s cities, questionnaire and held on CDP’s database during the Term by all UBC member cities, as listed on UBC’s website.

5. Termination

- 5.1 This MOU may be terminated by mutual agreement of the Parties at any time or by either Party:

- 5.1.1 by providing written notice of termination to the other if the other is in material breach of this MOU; or

- 5.1.2 by providing ninety (90) days written notice of termination to the other (where there is no fault).

- 5.2 In the event of expiration of the Term or early termination of this MOU, the Parties shall take immediate action to minimize all expenditure and shall cancel all obligations unless such cancellation would incur costs greater than any savings through cancellation.
- 5.3 This MOU shall not be binding on the Parties save for clauses for 2, 4 and 5 and shall be construed in accordance with the Laws of England and Wales and subject to the non-exclusive jurisdiction of the courts in England. Any provision of this MOU that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this MOU shall remain in full force and effect.
- 5.4 Termination or expiry of this MOU shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the MOU which existed at or before the date of termination or expiry.

6. Confidentiality

- 6.1 Each Party shall treat as confidential and not disclose to any third parties including, without limitation, associates or affiliates of a party and will not use for any purpose, other than to comply with this MOU all information about the other Party's business, prospects, systems coming into its possession from the other Party or from others (herein called "Confidential Information"). The foregoing restrictions shall not impose any confidentiality obligation upon either Party with respect to any Confidential Information which:
- 6.1.1 at the time of its disclosure is, or thereafter becomes, generally known or available, other than through breach of this clause;
 - 6.1.2 is known by the receiving Party at the time of receiving such information;
 - 6.1.3 has been furnished prior to or after the date of this MOU by the owning Party to a third party without any obligation of confidentiality; or
 - 6.1.4 is required to be disclosed pursuant to law or the order of a court or other authority.
- 6.2 Each Party shall safeguard all personal information of the other Party's that may be disclosed by one Party to the other party from time to time ("Personal Information"), and in particular shall safeguard the Personal Information against unauthorized collection, storage, use or disclosure thereof as provided under applicable privacy laws and any additional legal requirements to which each Party is subject.
- 6.3 All Personal Information provided by a Party to the other Party shall be used by the other Party only for the purposes for which it was disclosed. The Parties shall at all times comply with applicable privacy laws in the course of using or processing any such Personal Information. Each Party shall promptly notify the other party of all inquiries, complaints and claims of which it is made aware in connection with Personal Information used by the Parties pursuant to this MOU. All Personal Information disclosed by a party to the other party shall also be treated and protected as Confidential Information in accordance with this Clause.

Signed for and on behalf of UBC

Signed for and on behalf of CDP

Name: Per Boedker Andersen

Name: Kyra Appleby

Title: President, UBC

Title: Head of Cities, States & Regions

Date:

Date: