MEMORANDUM OF UNDERSTANDING
between
THE WORLD CENTER FOR SUSTAINABLE DEVELOPMENT RIO +
and
EXECUTIVE DIRECTORATE OF THE INTERNATIONAL FUND FOR SAVING
THE ARAL SEA OF REPUBLIC OF KAZAKHSTAN
(ED of IFAS OF REPUBLIC OF KAZAKHSTAN)

This Memorandum of Understanding (hereinafter referred to as "Memorandum") is concluded between the World Center for Sustainable Development RIO + (hereinafter referred to as "RIO + Center") with an office located in Rio de Janeiro and the Executive Directorate of the International Fund for Saving the Aral Sea in the Republic of Kazakhstan (hereinafter referred to as "the ED of IFAS of Republic of Kazakhstan") with an office located in Almaty, Abai Avenue 153a, Kazakhstan, hereinafter referred to as the "Parties":

Taking into account that,

The RIO + Center, the legacy of the United Nations Conference on Sustainable Development ("Rio + 20"), was created to support a commitment to sustainable development, both in action and in ideas. "Rio + 20" helped define the parameters for further international cooperation on the issues of sustainable development in the long term. Developed the approach of the international community to the concept of a green economy and agreed its basic principles. "Rio + 20" participants initiated a number of intergovernmental processes to formulate concrete steps designed to ensure maximum productivity of the world economy without harming the environment and efforts to eliminate poverty.

Parties,

Underlining the importance of building relationships and taking into account that RIO + Centre deals with a wide range of issues, including issues of biodiversity conservation and rational use of water and land resources, as well as application of international and national experience of "green" technologies in agriculture;

And by accepting this Memorandum as a basis for achieving concrete results in the implementation of joint programs and projects;

Hereby agree as follows:

2. PURPOSE

The purpose of this Memorandum is to organize cooperation and improve collaboration in areas of interest to both Parties.
This cooperation will in particular be related to the following key areas:
1. Water resources management;
2. Environmental protection;
3. Climate change and measures for adaptation and mitigation of climate change.

FORMS OF COOPERATION

The Parties will cooperate within their mandates, resources and competencies in implementing targeted measures and contribute to strengthening and expanding the capacity to improve socio-economic conditions for the population of the Kazakhstan part of the Aral Sea Basin, rational use of water and land resources, and implementation of international and national
experience of «green» technologies in agriculture through the use of the following forms of joint activities:

- implementation of joint projects and programs;
- organization and holding of events, including conferences (round tables), meetings, seminars, presentations, etc.;
- providing experience and using the potential of local NGOs and experts in project implementation;
- preparation of joint reports, operational information, analytical, conceptual and other documents;
- exchange of documents and materials;
- where appropriate and within their resources, facilitate the participation of representatives of both Parties and experts in training programs, seminars and discussions on international instruments and best practices on biodiversity and sustainable management of water resources;
- where appropriate and within their resources, facilitate the coordinated participation of other potential partners, as well as joint search for additional financial sources for the implementation of projects and programs;
- information support;
- other forms of cooperation in accordance with the need.

Each Party will take all measures in accordance with the rules, policies and procedures, as well as decisions adopted by the Executive Body of the Party concerned.

3. CONSULTING AND EXCHANGE OF INFORMATION

The Parties will regularly exchange information, as well as hold consultations on issues of interest to the Parties, where, in their opinion, cooperation is possible.

Consultations and the exchange of information and documents will be conducted in accordance with procedures that the Parties may deem necessary to maintain the confidentiality of such information and documents.

The Parties will organize meetings to evaluate the results of activities to be carried out in accordance with this Memorandum, as well as to plan new activities/measures.

The Parties may invite observers from the other Party to meetings and conferences held by them or with their support, which, in the opinion of one of the Parties, may be of interest to the other Party. Invitations are sent in accordance with the rules and procedures of such meetings and conferences.

5. SETTLEMENT OF DISPUTES

The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of this MOU. Where the Parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the Parties.

Any dispute, controversy or claim between the Parties arising out of this MOU which is not settled amicably in accordance with the foregoing paragraph shall be referred to arbitration under the UNCITRAL Arbitration Rules then in force. The arbitral tribunal shall have no authority to award punitive damages. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

This MOU and the related Cost Sharing Agreements comprise the complete understanding of the Parties in respect of the subject matter in this MOU and supersede all prior agreements relating to the same subject matter. Failure by either Party to enforce a provision of this MOU shall not constitute a waiver of that or any other provision of this MOU. The invalidity of
unenforceability of any provision of this MOU shall not affect the validity or enforceability of any other provision of the MOU.

IMPLEMENTATION OF THE MOU

In order to implement the specific activities envisioned hereunder, the Parties shall conclude cost-sharing agreements in accordance with the applicable UNDP regulations, rules and procedures, which shall specify the costs or expenses relating to the activity and how they are to be borne by the Parties. The cost-sharing agreements shall also include a provision incorporating by reference the MOU, which is applicable to the cost-sharing agreements and the projects/programmes financed therefrom.

It is understood that all activities at the country level will be carried out on the basis of project documents agreed between UNDP and the concerned governments, in consultation with International Fund for Saving the Aral Sea and in accordance with the applicable UNDP regulations, rules and procedures.

The costs of public relations activities relating to the partnership, that are not otherwise addressed by a specific cost-sharing agreement concluded hereunder, will be the responsibility of International Fund for Saving the Aral Sea.

Neither Party shall be an agent, representative or joint partner of the other Party. Neither Party shall enter into any contract or commitment on behalf of the other Party and shall be solely responsible for making all payments to and on behalf of its own account, as provided under this MOU and under cost-sharing agreements concluded hereunder.

6. PRIVILEGES AND IMMUNITIES

None of the provisions contained or relating to this Memorandum should be considered as a waiver of any privileges and immunities enjoyed by the Parties.

7. ENTRY INTO FORCE, AMPENDMENTS AND TERMINATION OF THE PRESENT MEMORANDUM

This Memorandum comes into force on the date of its signing. Changes and additions can be made to this Memorandum by mutual consent of the Parties, which should be formalized in the form of separate Protocols, which are an integral part of this Memorandum.

Each of the Parties may terminate this Memorandum by giving written notice at least three months before the expected date of withdrawal from this Memorandum.

8. NOTICE AND ADDRESSES OF THE PARTIES

Any notice or request under this Memorandum must be made in writing. Such notification or request shall be deemed to have been duly made if they are delivered by courier, by mail or other Party to the address below or to any other address notified to the Parties.

Done in Brasilia, on the 23 of March in the year of 2018, in two (2) originals, in English and Russian, the two texts being equally authentic. In case of discrepancies in the meaning and/or interpretation of any clause of this Memorandum, the English version shall prevail.
Legal addresses

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Phone: + 7 (727) 3943320

SIGNATURES OF THE PARTIES

On behalf of the World Center for Sustainable Development RIO +
Mr Niky Fabiancie
UN Resident Coordinator, UNDP Resident Representative and Acting Director of the RIO + Centre

On behalf of the Executive Directorate of the International Fund for Saving the Aral Sea in Republic of Kazakhstan
Mr. Bolat Beknyaz
Head of ED of IFAS of REPUBLIC OF KAZAKHSTAN

[Signature]