

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE UNITED NATIONS ENVIRONMENT PROGRAMME (UNEP)  
AND  
THE FEDERACIÓN LATINOAMERICANA DE BANCOS (FELABAN)**

**WHEREAS** the United Nations Environment Programme (hereinafter referred to as UNEP) is the leading organization within the United Nations system in the field of environment and has as a major area of focus of its global mandate, the conservation, protection, enhancement and support of nature and natural resources, including biological diversity, worldwide.

**WHEREAS** UNEP, via its Finance Initiative (UNEP FI) has the mandate to promote sustainable development and environmentally sound business practices across the international financial services sector.

**WHEREAS** the Federación Latinoamericana de Bancos (FELABAN), hereinafter referred to as “FELABAN” is a non-profit entity that represents the general interests of its banking associations and other agencies from 19 countries, encompassing over 500 regional banks to promote and facilitate the relations between the financial organizations of Latin America, irrespective of the internal political issues of each country. FELABAN aims to contribute by its technical services to the coordination of criteria and the unification of general banking and financial usage and practices to obtain the best development of the Latin-American banking system and contribute to the economic growth of the different countries in the region.

**WHEREAS** UNEP and FELABAN (hereinafter collectively referred to as “Parties”) share common goals and objectives with regard to the conservation, protection, enhancement and support of nature and natural resources, including biological diversity worldwide and wish to collaborate to further these common goals and objectives within their respective mandates and governing rules and regulations.

**WHEREAS** the Parties intend to conclude this Memorandum of Understanding (hereinafter referred to as “MOU”) with the aim of consolidating, developing and intensifying their cooperation and their effectiveness to achieve the common goals and objectives in the environment and social field.

**NOW THEREFORE, PARTIES HAVE AGREED TO COOPERATE UNDER THIS MEMORANDUM OF UNDERSTANDING AS FOLLOWS:**

**Article 1  
Interpretation**

1. Any Annex to this MOU shall be considered part of this MOU. Unless the context otherwise requires, references to this MOU shall be construed as a reference to this MOU including the Annex hereto, as varied or amended in accordance with the terms of this MOU.
2. Implementation of activities/projects/programmes pursuant to this MOU shall necessitate the execution of appropriate legal agreements between the Parties. This MOU does not, in and of itself, create any legally binding or enforceable obligations on the part of any party.
3. This MOU supersedes all prior MOUs, communications and representations, whether oral or written, concerning the subject matter thereof.

## **Article 2 Purpose**

1. The purpose of this MOU is to provide a framework of cooperation and understanding and to facilitate collaboration between the Parties to further their shared goals and objectives in regard to develop and foster the mutually beneficial relationship that exists between them, with the aim of guiding the Latin American financial sector to understand the importance of environmental and social risks and opportunities to promote and adopt sustainable practices.
2. The objectives of this MOU will be achieved through:
  - a. Regular dialogue meetings between UNEP and FELABAN;
  - b. The allocation of responsibilities and duties among the parties as per Article 3 below, and their respective execution according to the timeline specified under Article 13 further below.

## **Article 3 Areas of Cooperation**

1. Areas of Cooperation are agreed jointly through the cooperation mechanism in the MOU. Policies and Priorities under this MOU may also be jointly reviewed annually by the Parties pursuant to Article 4. This would allow the Parties to respond to newly emerging issues in the realm of environment and sustainable development.
2. The Parties have agreed the following preliminary overarching theme for this MOU:

Promoting the mainstreaming of sustainable finance best practices in the Latin American financial sector, by raising awareness and building-capacity within FELABAN members as regards sustainability issues.

Possible activities to this end include but are not limited to:

- a. Mutual exchange of relevant information, publications and resources;
  - b. Joint promotion of/ support to awareness-raising events, dialogues and/or meetings as appropriate;
  - c. Joint promotion of /support to sustainable finance training;
  - d. Collaborative engagement with relevant stakeholders.
3. These areas form part of UNEP's mandate and programme of work and have been approved by UNEP's Governing Council. They are also priorities for FELABAN.
4. The above list is not exhaustive and should not be taken to exclude or replace other forms of cooperation between the Parties on other issues of common interest.

## **Article 4 Organization of the Cooperation**

1. The Parties shall hold regular bilateral meetings (physically or via tele/videoconferencing) on matters of common interest, aiming also at the development/monitoring of a joint project. Such meetings will take place at least once every six months to:

- a. Discuss technical and operational issues related to furthering the objectives of this MOU;
  - b. Review progress of work undertaken pursuant to any separate legal instrument regarding the priority areas of cooperation mentioned in Article 3 above.
2. Within the context defined above, further bilateral meetings at desk-to-desk and at expert level will be encouraged and set up on an ad hoc basis as deemed necessary by the relevant UNEP divisions and FELABAN to address priority matters of common interest regarding the preparation for implementation of activities in specific areas and countries in the region.
3. In implementing activities/projects/programmes in the agreed priority areas, the Parties shall execute a separate legal instrument as appropriate/necessary for the implementation of such initiatives. In identifying the areas of cooperation under this MOU, due regard shall be given to FELABAN's geographic coverage; capacity for implementation and experience in the related field.

**Article 5**  
**Status of the Partner and its Personnel**

1. The Parties acknowledge and agree that FELABAN is an entity separate and distinct from the United Nations, including UNEP. The employees, personnel, representatives, agents or contractors of the Partner, including the personnel engaged by FELABAN for carrying out any of the project activities pursuant to this MOU, shall not be considered in any respect or for any purposes whatsoever as being employees, personnel, representatives, agents, contractors or other affiliates of the United Nations, including UNEP, not shall any employees, personnel, representatives, agents and other affiliates of UNEP be considered, for any purposes whatsoever, as being employees, personnel, representatives, agents or other affiliates of the Partner.
2. No agents or employees of FELABAN shall be considered in any respect as agents or staff members of UNEP. FELABAN shall advise in writing its personnel that they are solely employees of FELABAN and that UNEP shall not be responsible for any salaries, wages, insurance or other benefits due or payable to the partner's personnel. FELABAN shall be solely responsible for all such salaries, wages, insurance and benefits, including without limitation, any severance or termination payments to such personnel. UNEP shall entertain no claims and have no liability whatsoever in respect thereof.

**Article 6**  
**Fundraising**

1. Neither party shall engage in fund raising with third parties for activities to be carried out within the framework of this MOU in the name of or on behalf of the other, without prior consent of both parties.

**Article 7**  
**Dispute settlement**

1. Any dispute arising out of or in connection with this MOU shall be settled amicably between the two parties. Should attempts at amicable negotiation fail, any such dispute shall, upon request by either party, be referred to arbitration in accordance with the UNCITRAL arbitration rules then prevailing.

**Article 8**  
**Official emblems and logos**

1. Neither Party shall use the name, emblem or trademarks of the other Party, its subsidiaries, affiliates, and/or authorized agents, or any abbreviation thereof, in publications and documents produced by the Parties, without the express prior written approval of the other Party in each case.
2. In no event will authorization of the UNEP name or emblem, or any abbreviation thereof, be granted for commercial purposes.

**Article 9**  
**Intellectual Property Rights**

1. The Parties shall consult with each other regarding the Intellectual Property Rights as appropriate relating to any project or benefits derived thereof in respect of activities carried out under any separate legal instrument pursuant to this MOU.

**Article 10**  
**Notification and Amendments**

1. Each Party shall notify one another in writing, within one month of any proposed or actual changes that the Party deems necessary for the execution of this MOU.
2. Upon receipt of such request, the other Parties shall consult each other with a view to reaching an agreement on any actual or proposed measure(s) suggested by the other Party under Article 10(1).
3. This MOU may be amended only by mutual agreement of the Parties reflected in writing.

**Article 11**  
**United Nations Privileges and Immunities**

1. Nothing in or relating to this MOU shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs.

**Article 12**  
**Termination**

1. This MOU may be terminated by either party by giving 2 months prior notice to the other Party in writing.
2. Unless agreed otherwise, upon termination of this MOU, the rights and obligations of the Parties defined under any other legal instrument pursuant to this MOU, will cease to be effective.

**Article 13**  
**Duration**

1. This MOU shall be effective upon the last date of signature of the approving officials and remain in force until terminated in accordance with Article 12 above.

**IN WITNESS WHEREOF**, the duly authorized representatives of the Parties affix their signatures below.

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**For United Nations Environment Programme  
Sylvie Lemmet**

Director, DTIE

Date:\_\_\_\_\_

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**For FELABAN  
Oscar Rivera**

President

Date:\_\_\_\_\_