

US Climate Alliance Secretariat Support
Memorandum of Understanding
August XX, 2017

This Memorandum of Understanding (“Memorandum”) represents a statement of intent by the States of California, New York, and Washington, in their capacities as Co-Chairs of the US Climate Alliance (“Co-Chairs”), and Georgetown State-Federal Climate Resource Center (“Georgetown Climate Center”) of Georgetown University Law Center, each a “Party” and together, the “Parties”) to collaborate in the achievement of common objectives as described and on the basis outlined below.

WHEREAS:

- The US Climate Alliance (“Alliance”) is a group of states and Puerto Rico, represented by their Governors, whose members intend to collaborate closely to demonstrate the impact of existing and forthcoming policy actions to reduce GHG emissions.
- Each Alliance member agrees to:
 - Implement the goals of the Paris Agreement to reduce greenhouse gas emissions by at least 26-28 percent below 2005 levels by 2025 at the state level;
 - Track and issue annual collective progress reports prior to meetings of the United Nations Framework Convention on Climate Change; and
 - Accelerate new and existing policies to reduce carbon pollution and promote clean energy deployment at the state and federal level.
- Through regular collaboration at the senior staff level, Alliance members will accomplish their objectives by:
 - Coordinating on federal policy engagement aimed at preserving the right of states to protect the environment and support clean energy deployment;
 - Collaborating on state policy development where possible to maximize the impact of individual state action;
 - Attracting new jobs and investment by demonstrating a commitment to climate leadership; and
 - Helping sustain global momentum on climate through strategic international engagement and by demonstrating domestic progress despite likely federal inaction.

- Alliance members have identified a number of potential priority policy focus areas, including but not limited to:

- Renewable energy and energy efficiency policy ambition review
- Social cost of carbon
- Reduce high intensity pollutants
- Green Investment Banks
- Protect federal vehicle emissions and fuel economy standards
- Support innovative utility regulations
- Align building codes
- Sustain threatened federal energy initiatives

The Co-Chairs seek a neutral, impartial third-party organization to provide Secretariat Support Services to the Alliance. The Georgetown Climate Center of Georgetown University offers such a platform and has a proven track-record of serving leading states which were instrumental in the founding of the Center with philanthropic support in 2008. With offices at the Hall of States to house new Alliance staff to be hired and selected in close partnership with Co-Chairs, Georgetown offers an opportunity to serve the needs of the Alliance and co-chairs without a predetermined agenda and without branding recognition.

Georgetown will provide the Alliance with a full suite of administrative and project management capabilities and services in an efficient manner, including but not limited to: routine operations, human resources, accounting, finance, IT, auditing, other back-office and logistical support, fiduciary services, grant and sponsored programs capabilities, budget and other project administration, and the opportunity to initiate contracts with individuals and firms.

Georgetown University is a 501(c)(3) organization established in 1789. In the spirit of the new republic, the university was founded on the principle that serious and sustained discourse among people of different faiths, cultures, and beliefs promotes intellectual, ethical and spiritual understanding. We embody this principle in the diversity of our students, faculty and staff, our commitment to justice and the common good, our intellectual openness and our international character.

The Georgetown Climate Center (GCC) is one of more than a dozen Centers & Institutes based at Georgetown University Law Center. GCC was established by and for leading states with support from philanthropic funders in 2008 and has offices at Georgetown Law as well as the Hall of States where the Alliance staff will be housed.

NOW THEREFORE the Parties intend as follows:

- **Secretariat Support Designation**

The Co-Chairs designate Georgetown Climate Center as the organization responsible for providing Secretariat support (“Secretariat Support”) for the Alliance.

- **Relationship between the Secretariat Support Organization and the US Climate Alliance**

As the Secretariat Support Organization, Georgetown Climate Center will provide neutral, unbiased, and unbranded back-office host support functions as outlined above to the US Climate Alliance. The US Climate Alliance will be an independent project of Georgetown Climate Center. The Alliance will develop its own logo and branding guided by the direction of the Co-Chairs and the Alliance Staff. Alliance Staff will be interviewed and selected for hire by the Alliance Co-Chairs in coordination with Georgetown, and will be employed by Georgetown University working under the supervision of the executive leadership of the Georgetown Climate Center. Georgetown will oversee background and immigration checks and onboarding, and provide additional staff time for secretariat services.

- **Support Functions**

In its role as the Secretariat Support, Georgetown shall provide administrative support and fiduciary services to the Co-Chairs and the Alliance in the following ways:

- Administrative Support

- Georgetown Climate Center shall provide administrative support for the Alliance, including providing physical office space for Alliance staff and access to IT resources as required, including computers, printers, fax/copy machines, telephones, and other office resources required to conduct the regular business of the Alliance.
- Georgetown University will provide Human Resources support for Alliance staff, as staff of Georgetown University.
- Georgetown shall provide all financial and budget support for the Alliance.

- Financial and Fiduciary Services

- As the Alliance's fiscal sponsor, Georgetown may be called upon to help solicit, and will receive and expend funds as needed to support the Alliance.
- Georgetown will vet all major supporters before receiving the funds based on a Partner Due Diligence process agreed upon between the Alliance and Georgetown. Georgetown reserves the right to refuse any funds from donors that do not meet these requirements.
- In support of the Alliance, and in partnership with Co-Chairs and Alliance Staff, Georgetown's support will include budget development, creating a prospects list, helping vet potential funders, executing sponsorship agreements, issuing acknowledgement letters, generating and submitting donor reports with assistance from Alliance members and staff, and facilitating vendor/consultant contracts and payments.
- In addition to the fundraising-related fiduciary duties detailed above, Georgetown will help to support the Alliance's overall fundraising efforts, including the development of fundraising strategy.
- Budgets will include Georgetown's 15% IDC rate for nonfederal grants to support overhead costs associated with providing financial and fiduciary services to the Alliance and to serve as fiscal sponsor.
- Budgets will also include line items for Alliance staff hired through Georgetown, additional GCC staff time required for Secretariat duties (in coordination with Co-Chairs), travel and events, consulting services, equipment and supplies, and communications materials and support as noted below as part of proposals crafted with the Co-chairs.

- Communications

- Georgetown Climate Center may be called upon to provide short-term communications support for the Alliance and bring onboard additional dedicated Alliance communications staff and contractors to support external communications, including support for public relations, press releases, printed materials including signs and banners, website design, management and updating, as well as social media support.

- Oversee Alliance Staff and obligations to states and funders

The Alliance Staff will be responsible for managing policy and substantive questions related to the Alliance and will provide the day-to-day coordination and support for the Alliance, at the direction of the Co-Chairs and Members, and in coordination with Georgetown Climate Center management and project funders.

Alliance staff will provide substantive, logistical, communications, fundraising, and other support in partnership with states, funders and partners supporting substantive work:

- Policy and substantive questions related to the Alliance. Policy and substantive priorities and initiatives of the Alliance will be directed by the Alliance Co-Chairs and Members, with support from the Alliance staff. In some cases, other Georgetown staff may be invited by the Co-Chairs to provide support on policy questions related to the Alliance where they have substantive knowledge and expertise to bring to bear. Coordinate work of state agency staff implementing policy work plan.

- Regular functions and meetings of the Alliance. With the Co-Chairs, Alliance staff will develop agendas for regular meetings of the Co-Chairs and the Alliance members. Alliance staff will facilitate regular calls of the Co-chair staff and less frequent calls and in-person meetings of the full Alliance staff representatives.

- Materials and product development. Draft follow up memos, workplans and other internal work products as needed to facilitate the work of the Co-chairs and staff group.

- Communications. Coordinate with state communications staff on the drafting and production of external communications including the website. Ensure the Alliance has a public message ready in response to critical news events and work with Co-chairs on messaging and products in anticipation of key events like Climate Week, COP23 and other negotiations, etc.

- Emissions tracking. Coordinate emissions and commitment tracking with research/analytical partners, and coordinate with groups doing complementary work.

- Policy Support. Coordinate collaboration among states through work groups and support/resource them either directly or in partnership with other think tanks, non-profits and other organizations that serve as convenors and/or support substantive subnational work. Manage relationships with other organizations providing communications, research, production or other services to the Alliance as part of its scope of work.

- Funding. Facilitate communications with project funders and manage the development of proposals and documentation necessary to secure operating resources for the Alliance.

- **Contacts**

Each Party hereby designates and appoints below its representative with overall responsibility for implementing this Memorandum. The Parties may designate additional or different persons as points of contact for activities undertaken pursuant to this Memorandum.

For Georgetown:

Vicki Arroyo, Executive Director, Georgetown Climate Center
Kathryn Zyla, Deputy Director, Georgetown Climate Center

For the Co-Chairs:

Aimee Barnes, Senior Advisor, Office of Governor Edmund G. Brown Jr. of the State of California

Alexander Cochran, Office of Governor Andrew Cuomo of the State of New York

Chris Davis, Senior Advisor, Energy and Carbon Markets, Office of Governor Jay Inslee of the State of Washington

- **Force Majeure**

No Party shall be responsible for any failure or delay in its performance under this MOU due to causes beyond its reasonable control, including but not limited to, labor disputes, strikes, lockouts, shortages of or inability to obtain labor, energy, raw materials or supplies, war, riot, acts of terrorism, civil unrest, an act of God (including but not limited to fire, flood, earthquakes or other natural disasters) or governmental action (including but not limited to any law, regulation, decree or denial of visas or residence permits).

- **Entire Agreement, Effective Date, Duration, Amendments, Notices and Termination**

This MOU represents the entire understanding of the Parties with respect to the subject matter hereof, and all prior agreements, understandings, representations and warranties are superseded hereby and merged herein.

This MOU becomes effective on the date of the last signature of the Parties and is expected to continue through December 2020, though the parties will revisit it on an annual basis and this MOU may be modified or amended if the Parties agree in writing.

Nothing in this MOU shall require, or be deemed to require, Georgetown University to take any action or omit to take any action that would jeopardize Georgetown's tax-exempt status under Section 501c(3) of the Internal Revenue Code of the United States, Georgetown's federal corporate charter granted by the United States Congress, accreditation of its Georgetown University Law Center by the American Bar Association, or participation by Georgetown or its students in federal student assistance programs. If any of the parties to this agreement are in jeopardy of the loss of any of the approvals listed above as a result of its performance of this MOU, the Parties agree to negotiate in good faith to modify this MOU accordingly.

- **Governing Law**

This MOU shall be governed by and construed under the laws of the District of Columbia which shall be the exclusive forum for any disputes or lawsuits arising from or incident to the MOU.

• **Successors**

This MOU shall be binding upon and inure to the benefit of the Parties hereto and their respective legal successors in interest.

IN WITNESS WHEREOF, the Primary Parties, each acting through their duly authorized representative, have caused this MOU to be signed in their names and delivered as of this ____ day of

For Georgetown University Law Center:

For Alliance: