

C4O
CITIES

**Climate Action
Planning**

C4O Climate Action Planning Programme

**Climate Action
Planning Vertical
Integration Protocol
Template & Guide**

Supported by:

Supported by:



Federal Ministry
for the Environment, Nature Conservation
and Nuclear Safety

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based on a decision of the German Bundestag

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1. Overview

The Climate Action Planning (CAP) Vertical Integration Protocol Template and Guide is a supporting resource that can be used to formalise agreement(s) between cities and other levels of government (or other stakeholders) aimed at enabling accelerated delivery of climate action through improved vertical integration. Its primary purpose is to define the way that the different parties or signatories to the agreement will interact to achieve a set of mutually desired objectives or outcomes.

2. Preparing a tailored CAP Vertical Integration Protocol

As the context for the CAP Vertical Integration Protocol is likely to be unique in every case, the template is set up to be tailored to context. Preparation of a tailored CAP Vertical Integration Protocol should be informed by the city's priority vertical integration needs that must be addressed to facilitate city CAP implementation, or achievement of the city's CAP targets and goals. Sources of information for identifying the city's vertical integration needs may include:

1. Results from use of the C4O VIA Tool to analyse the role of vertical integration in enabling/constraining city climate action; or
2. The city's Vertical Integration Response Strategy; or
3. Other relevant sources as appropriate.

Early engagement of the intended parties to the Protocol in defining the city's vertical integration needs can be a useful approach for securing buy-in to support later signing of the Protocol. This may be through the city involving national government (or other targeted stakeholders) in the VIA Tool analyses, or in preparation of the city's Vertical Integration Response Strategy and Climate Action Plan.

Once the city's vertical integration needs have been identified, the city needs to engage in dialogue with the other parties to the Protocol in order to co-develop the content of the Protocol document.

Both (or all) parties to the Protocol must be involved in co-developing the content thereof if it is ultimately to be agreed by both (or all) parties. This co-development process is likely to require a substantial amount of dialogue and negotiation and may need to be assisted by an expert facilitator, depending on the context. The template Protocol document can be used as a basis for such dialogues and the co-development of the Protocol content.

3. Instructions for using the Protocol template

The CAP Vertical Integration Protocol template is set out in a format that is traditionally used for Memorandums of Understanding (MOU). The components of this Memorandum that should be modified for use in a specific context are shown [inside square brackets with text highlighted in yellow]. Text marked in this way must be edited throughout the document, and any parts of the yellow-highlighted text not required must be deleted (along with the square brackets). Where additional instructions are needed to explain what the User of the template should do, these instructions are highlighted in green, and must be deleted before the Memorandum is finalised.

The components and specific instructions for tailoring the different parts of the Memorandum of Understanding is explained below.

PARTIES TO THE MEMORANDUM OF UNDERSTANDING

The first section of the template is used to define the organisations that are entering into the Memorandum of Understanding. This is expected to be a city government and another stakeholder, most likely National Government. When replacing the yellow-highlighted text in this section, be sure to write out the full name of the City Government, and then indicate the relevant department after that name - if applicable.

More than two parties can enter into the Memorandum of Understanding. If this is the case, cut and paste the second Party text to create the third (and fourth and so on) Parties to the Memorandum.

INTERPRETATION

This section simply sets out the definitions of terms used in the Memorandum of Understanding. The list of definitions can be added to if you feel that there are terms used in the Protocol that are confusing or need to be well clarified.

This section also includes a clause indicating that the Memorandum is non-binding in a legal sense. Essentially, the Memorandum is simply a formalisation of a set of agreed aims and objectives that the parties signing the agreement are prepared to commit to working on together on. The Memorandum would not, however, stand up in a Court of Law if one or other Party to the Memorandum reneged on it, with the “non-binding” clause included.

By including this clause, it will make the likelihood of getting the agreement signed by government much improved. Given various bureaucratic constraints and legislative complexities around what governments can commit to, it would be fairly unlikely that any government entity would be in a position to easily sign an agreement with committing it to climate change vertical integration if it was a legally binding commitment.

PURPOSE

This section simply refers to the Aims and Objectives in Section 4 of the Memorandum and indicates that the manner in which these will be achieved is the purpose of the Memorandum. If you have made any changes to the Memorandum, the bullet numbering reference may need to be corrected in this section. Refer to the yellow and green highlighted text.

AIMS AND OBJECTIVES

This section sets out the mutually desired aim and objectives that the Parties agree to collaborate around. The **Aim** is a statement of the intention of the Memorandum of Understanding. It sets out what the Parties ultimately hope to achieve from implementing the Memorandum. Whereas the **Objectives** are more specific statements that **define** how the aim is to be achieved.

The template sets out a long list of possible options for the Aims and Objectives of the Memorandum. You can add your own text into this section if none of the suggested text is appropriate to your context. The final content and wording of this section will need to be negotiated and agreed by all the Parties to the Memorandum before being finalised. The wording of the objectives should be as clear as possible and phrased in a manner that progress towards achievement of the objectives can be measured.

COLLABORATION PROTOCOL

This section sets out the collaboration measures that will be put in place to facilitate achievement of the Aim and Objectives of the Memorandum. In other words, it sets out HOW the Parties are

going to work together and what exactly they are committing to in terms of roles and responsibilities. This needs to include any structures or processes that must be established to facilitate collaboration, who is responsible for doing what, when things need to happen by, and who is going to pay for any costs associated with the stipulations in this section. Any rules around communications or other issues need to be included in this section.

This section will need close attention as different contexts may require very different measures to achieve the desired Vertical Integration outcomes from the Memorandum. There is a substantial amount of suggested text in this section, which can be used as a basis for developing your own content if desired. The final content and wording of this section will need to be negotiated and agreed by all the Parties to the Memorandum before being finalised.

TIMEFRAMES

The target timeframe for achievement of the Memorandum of Understanding objectives should be defined in this section. It is important to be clear on how long the process should be ongoing. Wording for a clause allowing resetting of these timeframes has been included, but this should be removed if there is a risk that it will be used by either party to delay/go slow on delivery of the objectives.

SIGNATURE

The Memorandum needs to be signed by all Parties. The page on which the signatures are located should always be arranged so that there is some text from the previous section of the Memorandum on the signature page. This is important to ensure the signed page cannot be fraudulently used for other contracts or agreements. Some government representatives will not sign a contract unless this issue is addressed.

4. Template Protocol

**CLIMATE ACTION PLANNING
VERTICAL INTEGRATION PROTOCOL
Memorandum of Understanding**

BETWEEN [City Name in full]
[City address]
[Contact email / telephone]
("City")

AND [Stakeholder Name]
[Address]
[Contact email / telephone]
("National Government") insert suitable name

1. PARTIES

1.1 The Parties to this Memorandum of Understanding are –

- 1.1.1 [City Name] (“City”); and
- 1.1.2 [National Government name] (“Name”).

1.2 The Parties agree as set out below.

2. INTERPRETATION

2.1 In this Memorandum of Understanding, the following words and expressions bear the meanings assigned to them –

- 2.1.1 “**Memorandum of Understanding**” or “**MOU**” means the agreement contained in this document;
- 2.1.2 “**Parties**” means the parties to this Memorandum of Understanding;
- 2.1.3 “**Signature Date**” means the date of signature of this Memorandum of Understanding by the Party last signing;
- 2.1.4 “**City**” means the [Metropolitan Government] of [city name], herein represented by [Department Name / Municipal Manager / Mayor etc.], duly authorised to enter into the Memorandum.
- 2.1.5 “[**National Government name**]” means the National Government of [country name], herein represented by [Department Name / Minister etc.], duly authorised to enter into the Memorandum of Understanding.

2.2 Unless otherwise specified, this **Memorandum of Understanding** does not constitute a binding legal agreement between the Parties with respect to any matter dealt with herein. A binding commitment in respect of the matters contained in this agreement is subject to the negotiation and execution of formal agreements in form and substance satisfactory to the Parties.

3. PURPOSE

- 3.1 The purpose of this Memorandum is to define how the Parties will interact to achieve the agreed aims and objectives as set out in 4.1. check that this reference matches to the bullet number which starts...”The Parties have agreed to collaborate...”
- 3.2 The Parties wish to record in writing their agreement in respect of these and matters ancillary thereto.

4. AIMS AND OBJECTIVES

- 4.1 The Parties have agreed to collaborate with the intention of [enabling accelerated delivery of climate action by the City; enabling the City to implement its Climate Action Plan; enabling the City to achieve its Climate Action Plan targets and goals] select or insert applicable aim(s) of the agreement by means of the following:
 - 4.1.1 [Reviewing and/or updating national and regional climate targets and goals];
 - 4.1.2 [Reviewing alignment of local and national climate change policies and plans];
 - 4.1.3 [Promoting improved local to national political alignment on climate change];
 - 4.1.4 [Reviewing the delegation of powers from national and regional to city governments];
 - 4.1.5 [Reviewing alignment of institutional roles and functions pertaining to climate mitigation and adaptation];

- 4.1.6 [Reviewing /developing mechanisms for financing city climate action];
- 4.1.7 [Reviewing / developing required skills and capacities for climate action delivery];
- 4.1.8 [Reviewing / developing climate mitigation and adaptation monitoring, evaluation and reporting standards and systems];
- 4.1.9 [Reviewing / developing climate mitigation and adaptation information and knowledge sharing mechanisms];
- 4.1.10 [Reviewing / developing mechanisms for shared learning on climate mitigation and adaptation]. select or insert applicable objectives, make sure each one is on a separate line with its own bullet number

5. COLLABORATION PROTOCOL

5.1 The Parties agree to interact in accordance with the Aims and Objectives of this Memorandum of Understanding as follows:

5.1.1 Designation of Responsible Persons

5.1.1.1 Each Party shall designate a suitably qualified and experienced person from within their organisation who will be responsible for executing the terms of this Memorandum. Such responsible persons shall be designed by the Parties within [1 month, 2 months, 3 months, 6 months] from the date of signature of this Memorandum.

5.1.1.2 Each of the responsible persons designated by the Parties shall be supported by at least one other suitably qualified and experienced person from within the same organisation whose role shall include deputising for the responsible person in the event of them being unable to execute their duties under this Memorandum for any reason.

5.1.2 Climate Change Vertical Integration [Working Group; Committee; Inter-governmental Panel]

5.1.2.1 A Climate Change Vertical Integration [Working Group; Committee; Inter-governmental Panel] shall be established and duly constituted by the responsible person from [National Government] with representation from the City and National Government, as well as [list other relevant national government departments, regional government departments, and other stakeholders].

5.1.2.2 The Climate Change Vertical Integration [Working Group; Committee; Inter-governmental Panel] shall be [jointly chaired by the City and National Government] and shall be focused at all times on the achievement of the Objectives as set out in this Memorandum.

5.1.2.3 The Climate Change Vertical Integration [Working Group; Committee; Inter-governmental Panel] shall be established within [1 month, 2 months, 3 months, 6 months] from the date of signature of this Memorandum, shall meet at least [once a month, every second month, quarterly] and shall be in operation for at least [1 year, 2 years, 5 years] from the date of inception, or until the Aims and Objectives of this Memorandum have been met to the satisfaction of the Parties.

5.1.2.4 The costs of hosting the Climate Change Vertical Integration [Working Group; Committee; Inter-governmental Panel] meetings shall be borne by [National Government; shared by National Government and the City; or list other party as relevant but be specific].

5.1.2.5 The cost of attending the Climate Change Vertical Integration [Working Group;

[Committee; Inter-governmental Panel] meetings shall be borne by [National Government; the parties attending; or list other party as relevant but be specific].

5.1.3 Communications

- 5.1.3.1 The Parties shall at all times agree on the content and nature of any communications prior to the release of such communications internally within their organisations or publicly where these contain any information whatsoever pertaining to this Memorandum the execution of the Memorandum or the outcomes thereof.

6. TIMEFRAMES

- 6.1 The Parties agree that the target timeframe for achievement of the Objectives of this Memorandum is [1 year; 2 years; 3 years].
- 6.2 Should the target timeframe not be met, the Parties agree to review the reasons for not meeting the target timeframes, and to set a new target timeframe. This can be removed if the preference is to have a fixed deadline

7. SIGNATURE

- 7.1 This MOU is signed by the Parties on the dates and at the places indicated below.
- 7.2 This MOU may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same Memorandum as at the date of signature of the Party last signing one of the counterparts.
- 7.3 The persons signing this MOU in a representative capacity warrant their authority to do so.
- 7.4 The Parties record that it is not required for this MOU to be valid and enforceable that a Party shall initial the pages of this Memorandum and/or have its signature of this Memorandum verified by a witness.

SIGNED at [place] on [date in full]

For an on behalf of [City Name as set out in full on Page 1 of the Memorandum]

Signature

Name of Signatory

Designation of Signatory

SIGNED at [place] on [date in full]

For an on behalf of [National Government Name as set out in full on Page 1 of the Memorandum]

Signature

Name of Signatory

Designation of Signatory