

**MEMORANDUM OF UNDERSTANDING**

Between

**THE PAN-AFRICAN CLIMATE AND ENVIRONMENTAL JUSTICE ALLIANCE (PACJA)**

and

**The National Association for the Advancement of Colored People**

## PREAMBLE

THIS MEMORANDUM OF UNDERSTANDING (hereinafter referred to as "MOU") provides the framework and the principles of collaboration between the NAACP (hereinafter referred to as "NAACP"), and The Pan-African Climate and Environmental Justice Alliance, (hereinafter referred to as "PACJA").

NAACP and PACJA are hereinafter collectively referred to as the "Parties" and individually as a "Party".

WHEREAS, the NAACP has 2200 branches, that represent over a half a million members, numerous allies and partners and has as its mission is to change systems, attitudes, policies and institutional practices to advance racial equity and social justice around civic engagement, youth development, criminal justice education, health, environment and economic equity. The NAACP recognizes that environmental injustice, including the proliferation of climate change, has a disproportionate impact on communities of color and low-income communities in the United States and around the world. The NAACP Environmental and Climate Justice Program was created to support community leadership in addressing this human and civil rights issue.

WHEREAS the PACJA is an African coalition of civil society organizations that promotes and advocates for climate-friendly and equity-based development, with a membership comprising over 1000 NGOs, foundations, trusts, community-based organizations, faith-based networks, national coalitions and regional networks from 45 African countries with the aims to unify isolated civil society efforts on climate change advocacy, sustainable development in Africa, to ensure that pro-poor and people-centered response measures are put into consideration as governments in Africa seek to mainstream environmental issues including climate change into national development strategies;

CONSIDERING THAT NAACP and PACJA share similar objectives with regard to promoting the principle of human rights and democracy; conserving the environment and safeguarding the planet; encouraging good governance, transparency and accountability; promoting peace, security and stability; contributing to a more prosperous future for people of African descent and beyond by promoting collective self-reliance and economic recovery; facilitating cooperation and development in communities and strengthening continental solidarity and build a sense of common destiny among the people of African descent;

NOTING THAT Parties intend to conclude this Memorandum of Understanding (hereinafter referred to as "MOU") with the aim of consolidating, developing and strengthening their cooperation and effectiveness to achieve the common objectives mentioned above;

RECOGNIZING THAT only a global or mutual response to climate change may minimize climate change threats to the human and the nature that, we, all depend on, and

CONSIDERING the common desire to outline a framework to extend and formalize the partnership between the PACJA and the NAACP with the establishment of this MOU work together to provide a mechanism for collaborative action between Afro-descendant groups with shared interests in advancing just climate justice mitigation and adaptation policy globally. Our common interest finds the need to educate communities in the US, the African Diaspora and in African countries about common ground, common cause, and mutual policy interests between communities in the US and communities on the continent of Africa and develop a shared advocacy agenda for domestic and foreign climate change policy and implement a joint action plan to advance just climate policy aims.

NOW, THEREFORE, the parties have agreed to enter into and cooperate under this MOU as follows:

THE PARTIES HEREBY MUTUALLY AGREE AS FOLLOWS:

ARTICLE 1  
OBJECTIVE

The overarching objectives of this MoU are:

- a. To provide a framework for strategic cooperation between the Parties;
- b. To develop a joint education/awareness raising program between the Parties;
- c. To lay out a concrete mechanism for conducting joint research and policy analysis between the Parties;
- d. To establish regular communications between the Parties;
- e. To collaborate on joint projects and initiatives;

To this end, the Parties shall, in accordance with the provisions hereinafter set forth, act as strategic partners in all matters of common concern to them. All activities carried out under the framework of this MOU shall be undertaken in accordance with the respective rules, regulations and procedures of each Party.

This MOU represents the complete understanding between the Parties and supersedes all prior MOUs, communications and representations, whether oral or written, concerning the subject matter of this MOU.

To set out the framework and principles for cooperation in order to ensure closer collaboration, exchange of information and efficient partnership and program management between the Parties.

ARTICLE 2  
SCOPE

The Parties to this MOU hereby agree to join efforts and to maintain a close and continuous working relationship for the achievement of their common goals.

- a. To plan and engage in joint programming to advance emissions reductions, clean energy, and climate adaptation/resilience;
- b. To develop strategic joint global organizing campaigns; and
- c. To plan and engage in joint advocacy with the United States Government and the United Nations (UNFCCC, SDGs, UNGA, UNCSW, CEDAW, UN DESA, etc.).

ARTICLE 3  
AREAS OF COOPERATION

The Parties have agreed to cooperate and provide mutual support in advancing the partnership objectives of the PACJA-NAACP; therefore, PACJA and NAACP will:

- a. Conduct joint research;
- b. Conduct joint education and awareness raising;
- c. Develop a joint communication strategy; and
- d. Develop working groups for implementation of joint activities/initiatives;

Agree to collaborate in the creation of a committee designed to support the Parties mutual objectives:

1. The cooperation shall focus on priority areas identified by the Parties that fall within their respective mandates and which will jointly be reviewed annually by the Parties pursuant to Article 3 to allow them to respond to newly emerging issues in the realm of climate change, environment and sustainable development;
2. The preliminary and overarching areas for cooperation shall include, but will not be limited to:
  - i. Advocacy to establish appropriate legal frameworks and adopt legislative instruments particularly in the areas of environment, climate change, energy, and sustainable development;
  - ii. Awareness-raising amongst and sensitization of Members of PACJA and the NAACP on their mandates and responsibilities particularly in the areas of environment, climate change, energy, and sustainable development;

- iii. NAACP ECJ and PACJA staff will work to develop institutional capacity building programs on issues particularly in the areas of environment, climate change, energy, and sustainable development;
  - iv. Joint external capacity-building on effective implementation of policies aimed at mainstreaming in the areas of environment, climate change, energy, and sustainable development-related in law and policymaking.
3. 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 ROLES OF THE PARTIES

The collaborative roles of the Parties are as follows:

- a. Cooperate and provide mutual support in advancing the partnership objectives of the PACJA-NAACP;
- b. Collaborate on providing tailored, media and digital content.
- c. Establish relationships between external partners where strategically beneficial to the Parties' objectives and to reach our common goals;
- d. When possible, engage jointly in PACJA and NAACP convergences.

The Parties further agree to cooperate in other areas of mutual concern and interest as may be agreed upon to achieve the objectives of this MOU, and the Parties may enter into supplementary agreements for this purpose.

#### ARTICLE 5 CONSULTATION

- 5.1 The Parties will consult with one another on a regular basis and work in a spirit of cooperation on any challenges.
- 5.2 The Parties will meet (either in person or via teleconference or other electronic means) regularly:
- a. The Parties will agree on and prepare action plans and roadmaps with specific activities, deliverables, timelines and budgets (where necessary) for the

- implementation of the activities necessary to achieve the objectives of the MOU; and
- b. The Parties will review activities implemented and progress made in the implementation of the roadmaps and action plans on a quarterly basis.

#### ARTICLE 6 EXCHANGE OF INFORMATION

6.1 Subject to applicable law and any confidentiality obligations or policies, the Parties will seek to exchange relevant information on the subject matter of this MOU and will collaborate in the dissemination of such information including through relevant print and electronic media as may be necessary to achieve the objectives of the MOU. The Parties will make all such arrangements as may be necessary or applicable for safeguarding the confidential character of information exchanged under this MOU.

6.2 Documents and information exchanged between the Parties under and by virtue of this MOU shall be strictly used in the interest of the ongoing common projects of the Parties and shall not be disclosed or circulated to any third party without the express written agreement of the Parties.

6.3 The Parties hereto acknowledge and agree that any information shared by a party is, and shall remain, the intellectual property of such party, and that, absent the owner's prior written consent, neither shall be licensed to or gain any interest in the intellectual property of the other party.

#### ARTICLE 7 ASSIGNMENT OR TRANSFER TO THIRD PARTIES

7.1 The obligations of the Parties under this MOU are not assignable or transferrable except as provided herein. Any attempt to assign or transfer such responsibilities, including by operation of law, shall be void unless prior written approval of the other Party has been obtained.

7.2 Notwithstanding the provisions of Article 7.1, the Parties may agree to collaborate in projects implemented within the context of this MOU in cooperation with other organizations such as non-governmental organizations (NGOs), foundations, research centers, public institutions, civil society and private sector industry stakeholders.

#### ARTICLE 8

## LIABILITY

For the avoidance of doubt, no breach, performance or non-performance of any of the obligations contained in this MOU and any Supplementary Agreements made pursuant to this MoU shall give rise to any monetary liability by one party to the other party.

## ARTICLE 9 SUPPLEMENTARY ARRANGEMENTS AND AMENDMENTS

The Parties may enter into supplementary arrangements within the scope of the MOU, or amend any of the provisions contained herein by a written instrument or letter signed by each Party. Any instrument containing such supplementary arrangements or amendments, which are in conformity with this MOU and its objectives, shall be appended to and shall become an integral part of this MOU.

## ARTICLE 10 SETTLEMENT OF DISPUTES

The Parties agree to exercise good faith and will make all reasonable efforts to resolve any disputes between them arising from the interpretation of, or in connection with, this MOU.

## ARTICLE 11 CHANNEL OF COMMUNICATION AND NOTICES

11.1 For the purpose of facilitating the implementation of this MOU, the channels of communication for the Parties will be:

For NAACP:	Derrick Johnson, President & CEO <a href="mailto:djp@naacpnet.org">djp@naacpnet.org</a>
Alternates:	Paula Edme, Vice President, Strategic Planning and Partnership <a href="mailto:pedme@naacpnet.org">pedme@naacpnet.org</a>  Jacqueline Patterson, Senior Director NAACP Environmental and Climate Justice Program <a href="mailto:jpatterson@naacpnet.org">jpatterson@naacpnet.org</a>
For PACJA:	Mithika Mwenda, Executive Director Pan African Climate Justice Alliance <a href="mailto:mithika@pacja.org">mithika@pacja.org</a>

Alternates: John Bideri  
Chairperson, Continental Executive Board  
[johnbideri@gmail.com](mailto:johnbideri@gmail.com)

Augustine B. Njamnshi  
Executive Secretary Bioresources Development and Conservation Programme  
Cameroon and National Coordinator The Access Initiative Cameroon  
[abnjamnshi@yahoo.com](mailto:abnjamnshi@yahoo.com)

11.2 Either party may, by notice in writing to the other party, designate additional representatives or substitute the representatives designated in paragraph 11.1 .

11.3 Any notice, request or other communication under this MOU shall be in writing and will be deemed to have been duly given or made when it has been delivered by hand, mail, cable, telex, facsimile or e-mail as the case may be by either Party to the other at the address specified in this MoU or such other address as either Party may notify to the other Party.

#### ARTICLE 12 MISCELLANEOUS PROVISIONS

12.1 This MOU constitutes the entire agreement between the Parties in respect of the subject matter.

12.2 The governing law shall be the Laws of the State of New York.

12.3 Each party acknowledges and agrees that such party shall be responsible for any and all regulatory filings and other compliance costs that may be associated with the agreements set forth in this MOU.

#### ARTICLE 13 ENTRY INTO FORCE, DURATION AND TERMINATION

13.1 This MOU shall enter into force on the date of its signature by the duly authorized representatives of the Parties.

13.2 This MOU will remain in force for an initial period of one (1) year unless terminated in accordance with the provisions of Article 13.3. Upon its expiration, this MOU may be renewed on such terms as the Parties may agree to.

13.3 Either party may terminate this MOU by giving 30-days advance written notice to the other party. Such termination will take effect as of the date specified in the



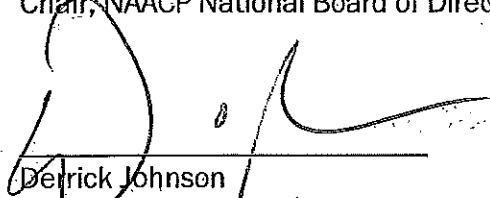
termination notice, provided that the provisions contained herein will remain in effect to the extent necessary to permit an orderly settlement of all arrangements made with respect to ongoing cooperation activities.

IN WITNESS WHEREOF NAACP and PACJA, each acting through its duly authorized representative, have signed this MOU on the 17<sup>th</sup> day of July 2018.

FOR: NAACP




Leon Russell  
Chair, NAACP National Board of Directors

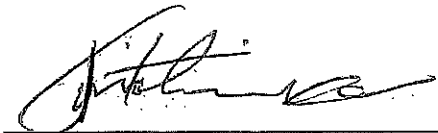


Detrick Johnson  
President and CEO

FOR: PACJA



Augustine B. Njamnshi  
Executive Secretary Bioresources Development and  
Conservation Programme Cameroon and National Coordinator  
The Access Initiative Cameroon



Mithika Mwenda, Executive Director Pan African Climate Justice Alliance  
(PACJA)