

Attachment A

PROPOSED MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (this “**MOU**”) is made by and between C40 Cities Climate Leadership Group Inc. (“**C40**”) and City of Toronto (“**the City**”), together with C40, the “**Parties**”, and each, a “**Party**”).

BACKGROUND

Created by cities for cities, C40 advances climate action agendas of the world’s megacities in order to achieve meaningful reductions of greenhouse gas emissions and climate risks.

C40 is a global network of engaged megacity mayors committed to reducing their greenhouse gas emissions through the implementation of meaningful, measurable, replicable and sustainable climate-related policies and programs. As a network, C40 equips and empowers cities to lead the fight against climate change while building the case for the global importance of climate action in growing city economies, creating jobs, and improving cities as places to live and work.

An international staff member works with the C40 network under the leadership of city governments to achieve meaningful reductions of greenhouse gas emissions and climate risks.

Using a data-driven approach, staff identify and promote the exchange of proven programs and policies developed by cities; provide world-class research, technical expertise and access to key partners to deliver new programs and policies with cities; and communicate cities’ individual achievements and collective leadership. As an organization, C40 is committed to furthering research related to climate change and cities, and providing a platform for collective leadership and for cities to communicate achievements while advancing a unified agenda. C40 was established in 2005 and expanded via a partnership in 2006 with President William J. Clinton’s Climate Initiative (CCI).

In 2007 Toronto launched its Climate Change, Clean Air and Sustainable Energy Action Plan, with the goal of reducing CO2 emissions from 1990 levels by 6% by 2012, 30% by 2020, and 80% by 2050. By 2012 it was estimated that Toronto had reduced its emissions by 25% exceeding its target for 2012. In addition, the City in terms of its direct operations had reduced emissions by almost 50% by 2012. Toronto has and continues to make progress towards the overarching goal of reducing carbon emissions while making Toronto a more prosperous, livable, equitable and connected city.

1. **Goal Commitments.** The Parties agree to make use of their respective resources to achieve the following goals:
 - a. Recognizing the valued partnership between C40 and the City of Toronto to work together to reduce local greenhouse gas emissions and climate risks, the Parties wish to voluntarily enter in the agreement described herein.
 - b. C40 and the City of Toronto will jointly develop an annual work plan to support this partnership agreement and will jointly track progress to meeting the goals and targets agreed therein.

2. **In support of the Goals, the City will:**

- a. Identify a single contact person within the Toronto Public Service to be the primary point of contact within the City for the purpose of this Agreement. This contact person will be Jim Baxter, Director, Environment and Energy Division and Mark Bekkering, Manager, Environment and Energy Division will be the alternate.
- b. Engage with C40 in a collaborative dialogue regarding its Climate Change Agenda and identify key initiatives to which C40 can provide support through its services and networks.
- c. Actively work with C40 to make measurable progress toward the implementation of the C40-Toronto Work Plan (to be attached as **Annex B** upon completion). The primary contact will identify and/or coordinate with other relevant City staff to work with C40 to carry out the Work Plan and report on progress annually, where possible.
- d. Endeavor to meet the requirements included in the C40 Participation Standards including:
 - a. *Disclose available data on environmental performance, greenhouse emissions and climate risk, where possible, annually to C40 (via the CDP platform where possible).*
 - b. *Update the City Profile on the C40 website and participate in at least two networks that pertain to the City's Climate Action priorities.*
 - c. *In collaboration with C40, post on the C40 website at least two case studies related to its best practices to showcase the City's leadership to its global network.*
 - d. *Attend the bi-annual C40 Mayoral Summit at a senior level.*

3. **In support of the Goals, C40 will:**

- a. *Provide on the ground support by virtue of the presence of the C40 Regional Director who will act as an active conduit between the City staff, other cities in the region and across the organization, and the organization.*
- b. *Facilitate knowledge transfer and Peer-To-Peer exchange with city officials of the C40 global network and also through the C40 Virtual Exchange, especially in the areas included in Annex B.*
- c. *Facilitate and support the participation of the City in existing and future networks relevant to the City's climate change priorities.*
- d. *Channel support to the City through the C40 Networks, as agreed and detailed in C40-Toronto Work Plan, to be updated annually, but including research, technical assistance through network partnerships, and collaborative efforts among participating cities.*
- e. *Help share knowledge about the City's progress and best practices through its C40 website, blogs and press connections.*

4. **Term/Termination.** The term of this MOU will commence on January 1, 2015 and continue for an initial term of four years, provided, however, that either Party can terminate this MOU at any time upon written notice to the other Party.

5. **Press/Marketing.** Any public announcements through press releases, media advisories or other similar means regarding this MOU or the work of the Parties hereunder shall require the prior written approval of the Parties hereto prior to such announcements.
6. **Other Efforts.** The Parties to this MOU may from time to time choose to engage in additional efforts to enhance or support the work contemplated by this MOU. Such additional efforts will be separately agreed upon, in writing, by the Parties and will be made a part of this MOU by being attached as an addendum and/or amendment to this MOU.
7. **Intellectual Property.** This MOU shall not be construed to grant to either Party any license to use the logo or printed materials of the other Party, except in such form and manner as may be approved with the prior written consent of the Party to whom such logo or printed materials belong. Any and all requests for use of the logo or printed materials of a Party shall be submitted to the Party to whom such logo or materials belong and will require such Party's written approval prior to any such use.
8. **Confidentiality.**
 - a. During the course of this MOU, the Parties may make available to each other certain Confidential Information (as hereinafter defined) or one Party may otherwise learn of Confidential Information belonging to the other Party. For purposes of this Section, "**Confidential Information**" means any and all confidential or proprietary information regarding a Party or its business, including, without limitation, all products, patents, trademarks, copyrights, trade secrets, processes, techniques, scientific information, computer programs, databases, software, services, research, development, inventions, financial, purchasing, accounting, marketing, fundraising and other information, whenever conceived, originated, discovered or developed, concerning any aspect of its business, whether or not in written or tangible form; provided, however, that the term "Confidential Information" shall not include information (i) which is or becomes generally available to the public on a non-confidential basis, including from a third party provided that such third party is not known to be in breach of an obligation of confidentiality with respect to such information, (ii) which was independently developed by a Party not otherwise in violation or breach of this MOU or any other obligation of one Party to the other, or (iii) which was rightfully known to a Party prior to entering into this MOU. For the avoidance of doubt, Confidential Information shall include any non-public city data provided by C40.
 - b. Except as otherwise provided herein: (i) the Parties shall hold in strictest confidence any of the other party's Confidential Information; (ii) subject to clause (iii) of this paragraph, the Parties shall restrict access to the Confidential Information to those of their members, officers, directors, personnel, partners, agents and advisors (together, "**Representatives**") with a need to know and who (x) are under confidentiality obligations no less restrictive than those contained herein and (y) engaged in a permitted use of the Confidential Information (and each Party hereto shall be legally responsible for any unauthorized use or disclosure of Confidential Information by any of its Representatives); (iii) neither Party shall distribute, disclose or convey Confidential Information to any third party other

than its Representatives without the prior written consent of the other Party; *provided, however,* that C40 may disclose Confidential Information it deems necessary or advisable in connection with its mission and conducted in the ordinary course of business; (iv) the Parties shall not copy or reproduce any Confidential Information except as reasonably necessary to perform any obligations hereunder; and (v) neither Party shall make use of any Confidential Information for its own benefit or for the benefit of any third party. The foregoing notwithstanding, the Parties shall not be in violation of this subsection in the event that a Party reasonably believes is legally compelled to disclose any of the Confidential Information, provided that in any such event the disclosing Party will provide the other party with reasonably prompt written notice prior to any such disclosure so that the non-disclosing Party may obtain a protective order or other confidential treatment for the Confidential Information, and in the event that a protective order or other remedy is not obtained by the non-disclosing Party, the disclosing Party will furnish only that portion of the Confidential Information which it reasonably believes is legally required to be furnished.

For the avoidance of doubt, C40 may disclose Confidential Information to Climate Leadership Group for Cities LLC and its affiliates.

9. **Binding Effect.** Other than Sections 6, 7, 8, 9 and 10, this MOU is not binding on either Party and neither Party shall have any obligations to the other unless and until the Parties execute and deliver definitive, legally binding documentation setting forth the understandings of the Parties. For greater certainty, termination of this MOU shall not discharge any obligations of either Party under Sections 7, 8 and 9 of this MOU.
10. **Choice of Law and Venue.** This MOU shall be governed and construed in accordance the laws of the State of New York, which shall prevail in the event of any conflict of law. [**If Partner is in the US:** The Parties agree that either may institute any action against the other in any state or federal court of competent subject-matter jurisdiction located in New York, New York, and the Parties hereby irrevocably submit to the jurisdiction of such court and waive any objection that it may have to either the jurisdiction of or venue in such court.] [**If partner is international:** In case of disputes arising out of this Agreement, the parties shall resolve the dispute exclusively through arbitration in accordance with the arbitration rules of the International Chamber of Commerce ("ICC"), which arbitration shall be conducted in the English language before the International Court of Arbitration of ICC in London, United Kingdom.]
11. **No Assignment.** This MOU may not be transferred or assigned to any other party without the express written permission of the other Parties hereto.

12. **Counterparts.** This MOU may be executed in counterparts (including by means of facsimile or electronic transmission), each of which shall be deemed an original but which together shall constitute one and the same instrument.

[Signatures will be affixed below]

Acknowledged and agreed to this ____ day of _____, 2015.

City of Toronto

C40 Cities Climate Leadership Group Inc.

By: _____

By: _____

John Tory, Mayor

Eduardo Paes, C40 Chair