



Climate Heritage NETWORK

Terms of Reference | Final (27 April 2020)

1. Background

- 1.1 The Climate Heritage Network MOU (Memorandum of Understanding) reflects a commitment by arts, culture and heritage governmental and quasi-governmental units at all levels, Indigenous Peoples' governments, representative bodies and organisations, intergovernmental bodies and site management agencies (collectively referred to here as "Arts, Culture and Heritage Bodies") to strengthening their efforts to aid their communities in achieving the decarbonization goals and other ambitions of the Paris Agreement. Arts, Culture and Heritage Bodies that have signed the Climate Heritage Network MOU are referred to as a "Party" or collectively as the "Parties."
- 1.2 The Climate Heritage Network is an initiative primarily driven by Arts, Culture and Heritage Bodies. However, other businesses, institutions and organizations are encouraged to become members by endorsing the Climate Heritage Network MOU, thus committing to aid in achieving the decarbonization goals and other ambitions of the Paris Agreement in their respective areas. Each endorser is referred to as an "Endorser" or collectively as the "Endorsers." The Endorsers and the Parties are collectively referred to as the "Members" of the Climate Heritage Network.
- 1.3 The Climate Heritage Network is a group of Members who have signed or endorsed the Climate Heritage Network MOU and seek to collaborate with global peers to achieve its goals.
- 1.4 The Climate Heritage Network will serve as a catalyst for bold climate leadership in the arts, culture and heritage sectors and to provide an effective global partnership model for climate action. The Climate Heritage Network will send a clear signal that while culture and heritage are negatively impacted by climate change, they are also an asset for climate action, while promoting desirable and liveable futures and well-being for all.
- 1.5 The Climate Heritage Network is committed to ensuring diversity in all its efforts and to working with all aspects of society.
- 1.6 To achieve the goals of the Climate Heritage Network MOU, the Climate Heritage Network will be governed by Co-Chairs and a Steering Committee, elected biennially, and supported by the Secretariat.

2. Co-Chairs

- 2.1 The role of the Co-Chairs is to serve as the high-level regional spokespersons for the Climate Heritage Network, representing the Members and promoting its collective vision and goals. Together with the Steering Committee, they guide the strategic direction of the Climate Heritage Network.
- 2.2 The Co-Chair position is held in the name of the Party (i.e. the Arts, Culture and Heritage Bodies) and implemented through a person designated by that Party from time to time.
- 2.3 There shall be five Co-Chairs, each representing a different region of the Climate Heritage Network. Initially there shall be five regions: Africa and the Arab States, Asia-Pacific, Europe and CIS, North America, and Latin America and the Caribbean). The Steering Committee may revise the regions upon a majority vote. International and multi-national Members may participate in more than one region but are requested to designate in-region representatives for regional activities. The initial Co-Chairs shall be determined by consensus among the members of the Steering Committee for the Climate Heritage Network Global Launch (see attached Exhibit A) present at the Launch event. Thereafter, Co-Chairs shall be elected by the Members

within that global region at an election organized by the Secretariat or by a Member designated by the Secretariat.

- 2.4 As an initiative led by Arts, Culture and Heritage Bodies, only a Party is eligible to serve as a Co-Chair. Co-Chairs may designate one or more regional Vice Chairs using procedures agreed upon by a majority of Members in their region.
- 2.5 Co-Chair elections will be held at the annual General Assembly of the Climate Heritage Network, preferably by consensus, but if not possible, by simple majority vote. The Steering Committee may authorize voting by proxy.
- 2.6 The term of a Co-Chair is two-years. A Co-Chair may serve multiple terms.
- 2.7 A Co-Chair may resign as a Co-Chair upon notice to the Secretariat. If a Co-Chair resigns, the Steering Committee should suggest an interim Co-Chair to fill the position until the next election. The recommendation will be circulated to the Members within that Co-Chair's global region to rule out potential objections. If no suitable replacement can be found, the position responsibility will be borne by the remaining Co-Chairs until the next election. A Co-Chair may be removed by a two-thirds vote of the Members from the relevant region voting at an annual General Assembly.

3. Steering Committee

- 3.1 The role of the Steering Committee is to determine and oversee the strategic direction of the Climate Heritage Network, including inputting on strategic decisions, approving new Endorsers and taking an active role to strengthen and grow the work of the Climate Heritage Network, including supporting major new initiatives and establishing and overseeing CHN working groups. The Steering Committee will also approve the use of funds made available to the Climate Heritage Network, including the compensation of the Secretariat. The Steering Committee shall meet at least twice a year, one of which shall be in connection with the General Assembly. Steering Committee members may participate remotely provided that all participants can hear each other, enabling real-time debate and deliberation over decisions. The attendance of the Steering Committee member in a remote location counts as if they were physically present.
- 3.2 The initial Steering Committee membership shall consist of the five Co-Chairs, and the members of the Climate Heritage Network Global Launch Steering Committee not otherwise chosen as a Co-Chair and a maximum of five additional representatives from the Climate Heritage Network Members. A member of the Steering Committee is referred to as a Representative. The term of a Representative is two years. A Representative may serve multiple terms. Upon the elapse of the term of the initial Steering Committee, thereafter the Steering Committee shall consist of the five Co-Chairs and a maximum of fifteen additional Representatives.
- 3.3 The position of Representative is held in the name of the Member entity and implemented through a person designated by that Member from time to time. Notwithstanding the foregoing, no more than five individuals who are not affiliated with Members may serve as Representatives.
- 3.4 Steering Committee Representatives shall be selected upon a vacancy by the Co-Chairs from qualified nominees. All Members shall be notified of the availability of a Representative position. In order to be qualified, a candidate must nominate itself and be seconded by at least one other Member.
- 3.5 Steering Committee Representatives should represent different global regions and show leadership with their climate change objectives and measures. The Members chosen should play an active role in the Climate Heritage Network programs, e.g. through participation in work streams and projects.
- 3.6 Criteria for selection by the Co-Chairs will be geographic representation, performance on achieving climate change objectives and degree of involvement in Climate Heritage activities over the past year.
- 3.7 A Representative may be removed by a simple majority vote of those in attendance at an annual General Assembly. A Representative may resign from the Steering Committee upon notice to the Secretariat.

4. Emissary

- 4.1 The role of an Emissary is to be an external-facing role to raise the awareness of the Network's ambitions at a designated regional or global scale.

- 4.2 An Emissary will encourage new signatories and endorsers to join the Climate Heritage Network, advise on how the CHN can strengthen its linkages with the formal, international process and support the expansion of the funding base for the CHN's activities.
- 4.3 An Emissary does not have an administrative role in the governance structure.
- 4.4 Emissary appointments may be made on an ad hoc basis by the Steering Committee.

5. Parties

- 5.1 Parties to the Climate Heritage Network MOU are Arts, Culture and Heritage Bodies that have signed the Climate Heritage Network MOU, indicating their commitment to strengthening their efforts to aid their communities in achieving the decarbonization goals and other ambitions of the Paris Agreement.
- 5.2 The initial Parties of the Climate Heritage Network shall be those Arts, Culture and Heritage Bodies that have signed the Climate Heritage Network MOU in advance of the Climate Heritage Network Launch Event to be held on October 24, 2019.
- 5.3 After October 24, 2019, interested Arts, Culture and Heritage Bodies shall join the Climate Heritage Network as a Party by executing the Climate Heritage Network MOU and submitting a short appendix that sets forth their approach to using culture and heritage as a resource to help communities mitigate greenhouse gases and strengthen adaptive capacity, while also addressing the risks to those resources from climate impacts.
- 5.4 A Party may be disaffiliated from the Climate Heritage Network by two-thirds vote of the Parties, in which case the entity shall no longer be a Member. A Party may resign from the Climate Heritage Network upon notice to the Secretariat.

6. Endorsers

- 6.1 Endorsers are institutions and organizations other than Arts, Culture and Heritage Bodies that are committed to using culture and heritage as a resource to help communities mitigate greenhouse gases and strengthen adaptive capacity, while also addressing the risks to those resources from climate impacts. Typically, Endorsers to the Climate Heritage Network MOU will be businesses, NGOs, universities or other institutions. Individuals may not be Endorsers, although they may be Emissaries.
- 6.2 The initial Endorsers of the Climate Heritage Network shall be those entities that are not Arts, Culture and Heritage Bodies that have signed the Climate Heritage Network MOU in connection with the Climate Heritage Network Launch Event to be held on October 24, 2019.
- 6.3 After October 24, 2019, interested endorsers shall become an Endorser by executing the Climate Heritage Network MOU and submitting a short appendix that sets forth their approach to using culture and heritage as a resource to help communities mitigate greenhouse gases and strengthen adaptive capacity, while also addressing the risks to those resources from climate impacts.
- 6.4 An Endorser may be disaffiliated from the Climate Heritage Network by majority vote of the Steering Committee if the Endorser's sincerity in participation or ability to participate is a cause for concern, in which case the entity shall no longer be a Member. An Endorser may resign from the Climate Heritage Network upon notice to the Secretariat.
- 6.5 By way of endorsing the Climate Heritage Network MOU, Endorsers may indicate a range of intentions including:
 - Support the work of Parties within their boundaries in their efforts to reach emissions targets;
 - Encourage Arts, Culture and Heritage Bodies to become signatories to the Climate Heritage Network MOU;
 - Commit to reduce greenhouse gas emissions within their area;
 - Undertake direct actions in support of the goals of the Climate Heritage Network MOU;
 - Provide funding, expertise and other resources to support the programmatic work of the CHN. Making a financial pledge is not a requirement to endorse the Climate Heritage Network MOU; however, Endorsers are encouraged to support the Climate Heritage Network in achieving the goals of the Climate Heritage Network MOU by making a financial pledge.

7. General Assembly of the Climate Heritage Network

- 7.1 The General Assembly of the Climate Heritage Network will be held on an annual basis. If practicable, the General Assembly shall occur alongside the UN Framework Convention on Climate Change (UNFCCC) Conference of the Parties (COP) or another major global climate event as determined by the Steering Committee.
- 7.2 All Members shall be invited to attend the General Assembly. Members may participate remotely provided that all participants can hear each other, enabling real-time debate and deliberation over decisions. The attendance of a Member in a remote location counts as if they were physically present.
- 7.3 Entities that are not Members of the Climate Heritage Network may be invited as observers to the General Assembly, Steering Committee meetings or other CHN meetings, in view of joining the Climate Heritage Network.

8. Modalities of Work

- 8.1 The Climate Heritage Network does not constitute a new formal initiative or registered organization. The work of the CHN shall be carried out by the Members with facilitation from the Secretariat.
- 8.2 Climate Heritage Network Members are committed to supporting the implementation of the principles contained in the Climate Heritage Network MOU, both by pursuing the principles within their own entities, by leading the work for a specific principle, and by working collectively with other Members.
- 8.3 Delivery of Climate Heritage Network
 - 8.3.1 Delivery of the Climate Heritage Network initiative will generally be through working groups, each having a focus on one of the principles in the Climate Heritage Network Framework.
 - 8.3.2 Working groups shall be established by the Steering Committee, which shall also name one or more Members to serve as coordinators. Working Groups will convene to develop activities, processes and, if necessary, come up with joint resources to carry out work.
 - 8.3.3 Members will be invited by the Steering Committee to contribute to the working group of their choice and support the development of associated activities falling under that specific working group, in collaboration with the Secretariat. Members may contribute to the work of one or several working groups of their choice.
 - 8.3.4 Substantive direction of the work of each working group is to be decided by consensus among the Members that are part of that working group and reflected in a time-bound working plan. Participation in the working groups is optional, but very much encouraged.
 - 8.3.5 Working group activities requiring resources for their implementation shall be budgeted for by the participating organizations, either through own sources of funding or through joint fund raising, with the approval of the Steering Committee and coordination of the Secretariat.
 - 8.3.6 Any products or outputs resulting from the work of participating organizations will be free of copyright and publicly accessible, unless otherwise agreed to by the Steering Committee.
- 8.4 No working group or Member may represent or make statements on behalf of the other Members or the Climate Heritage Network, unless this has been agreed by the Steering Committee. Execution of the Climate Heritage Network MOU does not constitute a blanket endorsement of all statements that may be made by the other members or representatives of the Climate Heritage Network in the future, and an individual member may clarify its position with regard to any specific Climate Heritage Network statement.
- 8.5 The participation of Members in the working groups will be recognized by the Secretariat in relevant communications and events. Such participation may also be reflected in the Members' own communications, by stating that they are a Member of the Climate Heritage Network as part of the arts, culture and heritage

sectors response to global climate action.

- 8.6 Members are not entitled to use the logo of the CHN without the express permission by the Secretariat in writing. The Secretariat and the Members may not use the name, brand or logo of any of the other Member without express permission.
- 8.7 A Secretariat will be established for the Climate Heritage Network. The Secretariat shall be entitled to compensation for its services as mutually agreed by the Steering Committee and the Secretariat. The duties of the Secretariat are as follows:
 - 8.7.1 Maintaining a CHN website and Listserv; a list of CHN Parties, Endorsers and Emissaries by region, and a list of working groups and their members;
 - 8.7.2 Depositing funds made available to the CHN into an account held by the Secretariat, maintaining a separate record of accounts for such funds and expending such funds on behalf of the CHN as provided for herein;
 - 8.7.3 Providing an accounting of funds held by the Secretariat on behalf of the CHN in advance of Co-Chair and Steering Committee meetings;
 - 8.7.4 Providing background briefings, communications and other support (as appropriate and within available resources) in relation to specific activities undertaken by Co-Chairs and Steering Committee members on behalf of the Climate Heritage Network;
 - 8.7.5 Organizing annual General Assembly meetings, Steering Committee meetings and Co-Chair elections. Members may be invited to host meeting on a rotational basis and attendees will bear their own costs of attendance;
 - 8.7.6 Coordinating external communication activities;
 - 8.7.7 Presenting and explaining the work of the CHN to other entities and organizations, as needed and subject to available resources.
- 8.8 The entity serving as Secretariat may resign without penalty upon 90 days' notice to the members of the Steering Committee. The entity serving as the Secretariat may be removed by two-thirds vote of the Steering Committee upon 90 days written notice to the entity.
- 8.9 ICOMOS (International Council on Monuments and Sites) will serve as the initial Secretariat, within its available means, for the first 6 months following the Climate Heritage Network Launch Event to be held on October 24, 2019. Following this initial period, ICOMOS will evaluate its capacity to continue this task on the basis of the workload and available funding for the CHN (including for Secretariat compensation).