



# Climate Heritage N E T W O R K

## Terms of Reference | October 2019 Draft

### 1. Background

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- 1.1 The Climate Heritage Network MOU (Memorandum of Understanding) reflects a commitment by local and city, state/provincial and regional, indigenous and tribal, and national arts, culture and heritage governmental and quasi-governmental boards, offices, ministries, inter-governmental organizations, and site management agencies (referred to here as “Arts, Culture and Heritage Agencies”) to strengthening their efforts to aid their communities in achieving the decarbonization goals and other ambitions of the Paris Agreement. Arts, Culture and Heritage Agencies 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 Agencies. 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 work to set the tone 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 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

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- 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 Agencies) and implemented through a person designated by that Party from time to time.
- 2.3 There shall be five Co-Chairs, each representing one of the five global regions of the Climate Heritage Network (Africa and the Arab States, Asia-Pacific, Europe and CIS, North America, and Latin America and the Caribbean). The initial Co-Chairs shall be determined by consensus among the Parties attending the Climate Heritage Network Global Launch. 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 Agencies, only a Party is eligible to serve as a Co-Chair.
- 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 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

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- 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 Parties 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 Steering Committee membership shall consist of the five Co-Chair and a maximum of ten additional representatives (Representatives) from the Climate Heritage Network Members. The term of a Representative is two years. A Representative may serve multiple terms.
- 3.3 The position of Steering Committee Representative is held in the name of the Member entity and implemented through a person designated by that Member from time to time.
- 3.4 Steering Committee Representatives shall be selected from time to time 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.

### 4. Ambassador

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- 4.1 The role of an Ambassador 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 Ambassador 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 Ambassador does not have an administrative role in the governance structure.
- 4.4 Ambassador appointments may be made on an ad hoc basis by the Steering Committee.

### 5. Parties

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- 5.1 Parties to the Climate Heritage Network MOU are Arts, Culture and Heritage Agencies 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 Agencies 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 Agencies shall express their intent to join the Climate Heritage Network as a Member 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 An application shall be considered provisional until approved by the Steering Committee, at which time the applicant shall be a Member of the Climate Heritage Network.
- 5.5 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

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- 6.1 Endorsers are institutions and organizations other than Arts, Culture and Heritage Agencies 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 Ambassadors.
- 6.2 The initial Endorsers of the Climate Heritage Network shall be those entities that are not Arts, Culture and Heritage Agencies 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 Agencies 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

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- 7.1 The General Assembly of the Climate Heritage Network will be held on an annual basis alongside the UN Framework Convention on Climate Change (UNFCCC) Conference of the Parties (COP) or other 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, in view of joining the Climate Heritage Network.

## 8. Modalities of Work

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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 support 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 and 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 lead and/or 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.

8.5 The participation of signatories in the working groups will be recognized by the Secretariat in relevant communications and events. Such participation may also be reflected in the signatories' own communications, by stating that they are a Member of the Climate Heritage Network as part of the signatory to the arts, culture and heritage sectors response to global climate action.

8.6 Signatories of the Climate Heritage Network 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 listserve; a list of CHN Parties, Endorsers and Ambassadors 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).

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