



Climate Finance Access Network Membership Agreement

The Climate Finance Access Network (CFAN) aims to support developing countries in securing and structuring finance for climate investments. By cultivating a network of highly trained, embedded climate finance advisors, CFAN will build the capacity of developing countries to more quickly access climate finance and achieve their climate objectives.

Rocky Mountain Institute ("RMI"), an independent, nonpartisan nonprofit whose mission is to transform global energy use to create a clean, prosperous, and secure low-carbon future, will serve as the Network Coordinator of CFAN. As Network Coordinator, RMI has the authority to act on CFAN's behalf as specified in Exhibit A, attached and incorporated by this reference.

Effective date: Upon signature

Organization name: Secretariat of the Pacific Regional Environment Programme

Designation: Non-Profit For-Profit Government Multilateral

| Member Contact Information |
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| Point of Contact: 'OFA MA'ASI-KAISAMY |
| Address: SPREP, PO Box 240, Apia, Samoa |
| Phone Number and Email: +685 21 929 ext 219 ofak@sprep.org |

Membership Category: Select at least one of the following categories

Advisor Enrollment Member

Recruits, hires, and enrolls qualified advisors in CFAN, as well as manages their advisors during deployment. The Member acknowledges the current rights, benefits, and obligations applicable to the Advisor Enrollment Member as specified in Exhibit A.

Training Member

Helps design and/or host the CFAN advisor training program or in-country trainings and knowledge transfer programs. The Member acknowledges the current rights, benefits, and obligations applicable to the Training Member as specified in Exhibit A.

Affiliate Member

Offers services that are complementary to CFAN's focus on accessing finance, such as strengthening enabling conditions and helping to coordinate country demand, thereby supporting the advisor in successfully structuring and securing finance. The Member acknowledges the current rights, benefits, and obligations applicable to the Affiliate Member as specified in Exhibit A.



CFAN Membership Terms and Conditions

- Membership Commitment:** The Member desires to join CFAN and makes a commitment as set forth in this Agreement. The Member acknowledges the current rights, benefits, and obligations applicable to them per their Membership Category, as specified in Exhibit A, attached and incorporated by this reference.
- Term:** Either the Member or CFAN has the right to terminate this Agreement for any reason upon written notice to the other. The term of this Agreement shall automatically renew annually unless the Member or CFAN decides to terminate membership. Members may seek reinstatement of membership following termination. If Network Coordinator responsibilities were to be transferred from RMI to a different hosting body, this Agreement would terminate and would need to be reinstated with the new host.
- Relationship of Parties:** Nothing herein shall be construed to create a joint venture or partnership between the parties to this Agreement. Neither party shall have any express or implied right or authority to assume or create any obligations on behalf of or in the name of the other party or to bind the other party to any contract, agreement, or undertaking with any third party.
- Participation:** Members' roles and benefits are described in Exhibit A. Advisor Enrollment Members acknowledge that becoming a member of CFAN does not guarantee participation of their advisors in the CFAN network and that there may be a cost to enrolling advisors in CFAN, the amount of which will be determined by the Network Coordinator. Training Members acknowledge that by becoming a member they are not guaranteed, nor obligated to design the CFAN training. In the event the Member is requested by CFAN to assist in the training design or delivery, such assistance may be eligible for compensation in CFAN's discretion. While this Agreement codifies the Parties' intent to collaborate, a separate funding contract may be distributed to govern the exchange of funds between members and the Network Coordinator.
- Brand Use:** The Member acknowledges that by participating in CFAN, RMI is authorized to use the Member's name and logo to illustrate the Member's participation. The Member's name and logo may be featured on CFAN's website, social media, or collateral including, but not limited to, brochures, documents, and event invitations.
- IP Use:** The Member acknowledges and agrees that all CFAN products, services and other intellectual property developed by or on behalf of CFAN ("CFAN IP") is intended to be used by CFAN for the benefit of the members and advisors. CFAN reserves the right to make CFAN products and/or CFAN IP publicly accessible to further its mission.
- Dispute Settlement:** The Parties agree to first attempt to settle any dispute arising under this Agreement among themselves. In the event the Parties are unable to settle a dispute relating to this Agreement, any party, on written notice to the others, shall submit the dispute to arbitration in accordance with the rules of the American Arbitration Association in the State of Colorado, USA. Judgment on the arbitration award may be entered in any court having jurisdiction.
- Agreement:** The Member represents and warrants that it is authorized to enter into this Agreement and has full power and authority to carry out its obligations hereunder. Upon this Agreement being executed by both Parties, the undersigned organization shall become a Member of CFAN as of the Effective Date subject to these terms and conditions.

This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado, USA, without giving effect to any choice or conflict of law provision or rule (whether of the State of Colorado or any other jurisdiction).



Signatures:

RMI, Network Coordinator:

Rocky Mountain Institute,
a Colorado charitable nonprofit corporation

Name:

Justin Locke

Title:

Managing Director

Signature:

Justin Locke

Member:

SPREP

Name:

Kosi Latu

Title:

Director General

Signature:

Kosi Latu



EXHIBIT A

Climate Finance Access Network Participant Roles

ADVISORY GROUP AND STEERING COMMITTEE

Overview of role: An Advisory Group comprising representatives from Member Initiatives, donor institutions, and participating countries, will provide strategic guidance to CFAN. Members signing this agreement will be automatically enrolled in the Advisory Group. In addition, a subset of the Advisory Group will form a Steering Committee providing recommendations to the Network Coordinator on several programmatic and operational considerations.

NETWORK COORDINATOR ROLE

Overview of role: With the objective to complement and reinforce efforts of existing institutions, the Network Coordinator will strive to facilitate the members, countries, and advisors in achieving the CFAN vision. In doing so, the Network Coordinator will perform the following functions:

- Chair the Coordinating Committee
- Manage fundraising and budgeting
- Facilitate collaboration among members
- Lead the design and implementation of the advisor training program, in partnership with contracted Training Members
- Identify country demand for CFAN advisors
- Support advisors during their tenure in-country
- Ensure in-country knowledge transfer to build capacity beyond the tenure of the advisor

MEMBER ROLES

Advisor Enrollment Member

Overview of role:

- Recruit, hire, and enroll qualified advisors in the CFAN Network that meet CFAN advisor eligibility requirements, and manage advisors during their deployment in-country, including developing the advisor's terms of reference, and managing their deployment and administrative arrangements
- Provide input to the development of CFAN services and products, contribute strategic guidance, and share relevant resources
- Share data with the Network Coordinator regarding:
 - Existing advisor placement and terms of reference
 - Country requests for embedded climate finance advisors
 - CFAN advisor progress toward key performance indicators including annual deal volume and average deal size of climate-related investments secured by advisors enrolled in CFAN, and the climate impacts resulting from these projects, on an annual basis

Benefits:

- Pending eligibility of their advisors, the member will gain access to the CFAN advisor training, a rigorous, climate-finance-specific multi-week training program
- Pending eligibility of their advisors, the member will gain access to on-demand technical guidance for advisors provided by the Network Coordinator, as well as access to a network of advisors that can support peer-to-peer learning
- A connection to other initiatives undertaking similar work, enabling the Member to more easily identify gaps in the system and design solutions with a high degree of additionality
- The potential for expanded geographic scope, greater visibility, reputational benefits, and increased funding opportunities



Training Member

Overview of role:

- Help design and/or host the CFAN advisor training, and/or the in-country trainings and knowledge transfer services
- Provide input in the development of CFAN services and products, contribute strategic guidance, and share relevant resources
- Share information with the Network Coordinator relating to the following:
 - Training topics, attendance, and attendee contact information for in-country trainings and workshops

Benefits:

- Pending selection as a training partner, members can gain increased business opportunities from contracting with the Network Coordinator
- Opportunities to improve existing training resources and services based on research provided by the Network Coordinator and data gathered during the trainings
- The potential opportunity to expand existing resources and services

Affiliate Member

Overview of role:

- Offer complementary services, such as fostering enabling conditions and helping to coordinate country demand, thereby supporting the advisor in successfully structuring and securing finance
- Share relevant resources and information, provide input to the development of CFAN services and products, identify country demand for CFAN advisors, where applicable

Benefits:

- A connection to other initiatives undertaking similar work, enabling Members to improve coordination of services
- The potential for expanded geographic scope, greater visibility, reputational benefits, and increased funding opportunities

