

FIRST AMENDMENT to
MEMORANDUM OF UNDERSTANDING

The parties to the Memorandum of Understanding ("**Agreement**") dated May 5, 2009 by and between the Clinton Climate Initiative (hereinafter "**CCI**"), a program of the William J. Clinton Foundation (hereinafter "**Foundation**"), and partner of the C40 Cities Climate Leadership Group (hereinafter "**C40**"), and City of Stockholm (hereinafter "**CoS**") desire to enter into this First Amendment to that Agreement.

The parties agree that the Agreement shall be amended as follows:

1. **Section 4, Term/Termination**, shall be amended as follows: The Agreement shall terminate in two (2) years, at the close of business on [date].
2. **Section 2, Partner Commitments**, shall be amended as follows:
 - a. ***Adopt the Climate Positive Framework*** – CoS agrees to adopt and implement the Framework (Attachment A) to the Stockholm Royal Seaport project, including reducing the site's emissions impact, creating Climate Positive Credits, and completing the Climate Positive Framework deliverables in a timely manner.
 - b. ***Sharing of Best Practices and Relevant Data*** – For the purposes of leveraging the collaborative efforts of projects participating in the Climate Positive Development Program ("CPDP"), upon its discretion CoS will make available data relevant to the project and actively participate in knowledge-sharing events whenever possible.
3. **Section 3, CCI Commitments**, shall be amended as follows:
 - a. ***Branding and Marketing*** – Leveraging current and future CCI and/or C40 media resources, spokespeople, and network to increase the visibility of the CPDP and/or C40 brand and recognize CoS's accomplishments at the Stockholm Royal Seaport project as it strives to achieve a Climate Positive Outcome. C40-CCI shall raise awareness about the work undertaken in connection with CPDP and this Agreement and the positive role of large scale urban developments in combating climate change. Specific support may include internal and external publications, press releases, attending or speaking at conferences, and holding meetings with relevant parties.
 - b. ***Convening and Catalyzing Public Sector Support*** - Convening and catalyzing political will among governmental and nongovernmental organizations relevant to CoS's ability to achieve Climate Positive goals, at CoS's discretion. Specific support may include seeking to remove barriers to strategies that help achieve Climate Positive development practices, providing information to policy makers, raising awareness of the project's goals and actions, and forging active local partnerships.
 - c. ***Information Sharing*** - Providing assistance to CoS through internal CCI and/or C40 experts, external volunteers, and other cities and development partners within the Climate Positive network and other C40-CCI networks. CPDP will endeavor to host

annual technically-focused workshops/or Learning Programs and periodic targeted webinars and/or workshops to support development partners.

- d. *External third party technical assistance*** - Aiding in sourcing and managing technical assistance to CoS from external resources, including assistance in the development of tools and protocols.
- e. *Best practice dissemination*** – Identifying, creating, and facilitating dissemination of best practices and case studies from across the CPDP and C40-CCI network.
- f. *Data Collection and Information Sharing Coordination*** – Coordinating evaluation and data collection and information sharing efforts among participating Developers in order to report aggregate CPDP results.

4. Section 5, Press/Marketing, shall be amended as follows:

Press/Marketing. Any public announcements through press releases, media advisories or other similar means regarding this Agreement or the work of the Parties hereunder shall require the prior written approval of the Parties hereto prior to such announcements in accordance with the CPDP's PR guidelines. (Attachment B)

5. Section 13, No Assignment, shall be amended as follows:

Assignment of Rights and Delegation of Duties. This Agreement may not be transferred or assigned to any other party without the express written permission of the other Party hereto. Notwithstanding the foregoing, CCI reserves the right to assign any of its rights or delegate any of its obligations under this Agreement to the C40 Climate Leadership Group upon written notice to CoS.

Except as specifically amended or supplemented by this First Amendment, all terms and conditions of the Agreement are hereby ratified and confirmed and shall remain in full force and effect.

[signatures appear below]

CITY OF STOCKHOLM

WILLIAM J. CLINTON FOUNDATION

By: _____

By: _____

Printed Name: Irene Lundqvist Svenonius
Title: Chief Executive Officer

Andrew Kessel
Chief Financial Officer

Date:

Date: