

**Catholic Climate Action Platform (CathCAP)
CathCAP Institution Memorandum of Understanding**

This Memorandum of Understanding (this “MOU”) is between you (the “**Representative**” or “**you**”), on behalf of the Catholic institution which you represent (the “**CathCAP Institution**”), and the Catholic Climate Action Platform (“**CathCAP**”), and governs your creation and use of a CathCAP Institution Account (as defined below) through the CathCAP website, <https://www.cathcap.org/> (the “**Website**”). This MOU is subject to and hereby incorporates the terms and conditions set forth in the Catholic Climate Covenant Website Terms and Conditions, the Privacy Policy, and the guidelines and other information, in each case, as may be published on the Website from time to time.

You agree to be bound by the terms of this MOU either through (a) your registration for a CathCAP Institution Account on the Website; or (b) your execution of this MOU and transmittal thereof to the CathCAP Coordinator in accordance with the last paragraph of this MOU.

You agree that you are authorized to accept this MOU and otherwise act on behalf of the CathCAP Institution with regard to the subject matter hereof. If you do not have authority to enter into this MOU on behalf of the CathCAP Institution, or you do not agree with its terms, do not create a CathCAP Institution Account.

I. CathCAP and its Mission. CathCAP is a project of the Catholic Climate Covenant (“CCC”) that is cosponsored by the Association of U.S. Catholic Priests. CathCAP collects donations from individuals and organizations to fund projects and other activities that offset carbon emissions and reduce the carbon footprint of such individuals and organizations in support of the Catholic vision of integral ecology outlined in Pope Francis’s Encyclical Letter, *Laudato si’: On Caring for our Common Home* (each such project or activity, a “**Mission-Based Project**”).

II. CathCAP Institution Account. Through the Website, you may register to create a donation account to be associated with the CathCAP Institution (a “**CathCAP Institution Account**”). Individuals who are members of the CathCAP Institution or who otherwise wish to support the Mission by donating to the CathCAP Institution (“**Members**”) may make carbon emission-offsetting donations to the CathCAP Institution Account as further described below. Funds, which have been donated by Members to the CathCAP Institution Account, shall be provided to you to support Mission-Based Projects. Mission-Based Projects include (a) on-site projects such as the installation of solar panels, improved building insulation or more efficient lighting, the conversion from conventional to renewable energy sources, or tree planting, in each case, on the premises of the CathCAP Institution, (b) off-site projects, which may be hosted by another Catholic organization or partner entity, such as the reforestation efforts conducted by The International Small Group Tree Planting Program (TIST) at locations in Africa and India and (c) other projects or activities that offset carbon emissions and reduce the Members’ carbon footprint.

III. Basis for Contributions to CathCAP Institution Account. After creating a CathCAP Institution Account, any Member may use the carbon impact calculators provided on the Website to determine the amount of carbon emissions produced by a particular activity in which such Member engages, and the cost to offset such amount of emissions. These calculations provide a basis on which such Member may choose a contribution amount; however, these calculations are estimates only and may not be considered or relied on as one-to-one, or dollar-to-emission, offsets.

IV. Use of Funds in CathCAP Institution Account.

- a. **Funds Request.** By no later than (i) the first (1st) anniversary of the date on which funds are first deposited by Members into your CathCAP Institution Account, and thereafter on each anniversary thereof, or (ii) such other date in each calendar year following such anniversary as may be notified to you in writing (including by email notification) by the CathCAP Coordinator at its sole discretion, but in either case no more than once each calendar year, you may submit a written request (a “**Funds Request**”) to the CathCAP Coordinator to receive all or part of the funds donated to the CathCAP Institution Account (“**Account Funds**”) for use in connection with (A) one or more Mission-Based Projects or (B) other projects or activities that the CathCAP Institution wishes to support that further the tax-exempt purpose of CCC and are approved by the CathCAP Coordinator (“**Other Projects**”); provided, that (x) CathCAP shall retain five percent (5%) of the Account Funds for administrative costs, and (y) Account Funds requested for Other Projects may not exceed one-third (1/3) of the Account Funds donated to the CathCAP Institution Account during the twelve (12) months immediately preceding such request.
- b. **Approval Process.** The manager of CathCAP (the “**CathCAP Coordinator**”) shall notify you of its approval or denial of any such Funds Request in writing by no later than thirty (30) days after receipt thereof, and, in the event such Funds Request is denied, such notice shall include reasonable details as to the reason therefor. The CathCAP Coordinator shall approve any Funds Request that will be used for a Mission-Based Project. Account Funds related to an approved Funds Request shall be provided to the CathCAP Institution no later than thirty (30) days after such approval.
- c. **Abandoned Funds.** Notwithstanding anything to the contrary set forth herein, if you do not (i) submit a Funds Request or (ii) receive written approval from the CathCAP Coordinator with respect to any valid Funds Request, in each case, for a period of three (3) consecutive calendar years, then any Account Funds in the CathCAP Institution Account shall be automatically transferred to CathCAP’s general fund, which shall be used to support one or more Mission-Based Projects designated by the CathCAP Coordinator in its sole discretion.

V. Books and Records; Audit Rights. You shall be responsible for maintaining books and records reflecting the transactions arising from and relating to your receipt of any Account Funds pursuant to an approved Funds Request and the applicable Mission-Based Project(s) and/or Other Project(s), including any cost, payment or supporting documentation in connection therewith. CathCAP shall have the right to audit and inspect any such books and records at reasonable times upon reasonable prior notice. You shall retain copies of any such books and records for a period of five (5) calendar years after the completion of the applicable Mission-Based Project or Other Project. The obligation to maintain books and records shall survive any termination of this MOU.

VI. Term and Termination.

- a. **Term.** This MOU shall be effective from the earlier of (i) the date of your express agreement to this MOU or (ii) the date on which you registered for a CathCAP Institution Account on the Website, and shall end when terminated pursuant to clause b, below.
- b. **Termination.** Either CathCAP or you may terminate this MOU upon thirty (30) days prior written notice to the other party.

- c. *Effect of Termination.* Upon termination, you shall have no further rights to the CathCAP Institution Account or the funds contained therein. Within a reasonable period of time after such termination, CathCAP shall close the CathCAP Institution Account and any Account Funds therein shall be automatically transferred to CathCAP's general fund for use in accordance with Section IV.c above.

VII. Severability/Waiver. If any provision of this MOU is deemed unlawful, void or for any reason unenforceable, then such provision shall be deemed severable from this MOU and shall not affect the validity and enforceability of any remaining provisions. No waiver of any terms of this MOU shall be deemed a further or continuing waiver of such term or condition or any other term or condition.

VIII. Governing Law and Jurisdiction. This MOU is governed and construed in accordance with the laws of the District of Columbia, without regard to its conflict of law provisions. You agree that any action at law or in equity arising or in any way relating to this MOU shall be filed only in the state and federal courts located in the District of Columbia and you hereby irrevocably and unconditionally consent and submit to the exclusive jurisdiction of such courts over any suit, action or proceeding arising out of these Site Terms.

If you agree with the terms of this MOU, please so indicate by registering for a CathCAP Institution Account as indicated above or by completing the information below, signing in the appropriate space, and returning the same to the CathCAP Coordinator at cathcap@catholicclimatecovenant.org.

Name of CathCAP Institution: _____

By: _____

Name:

Title: