

MEMORANDUM OF UNDERSTANDING BETWEEN
THE SECRETARIAT OF THE CONVENTION ON INTERNATIONAL TRADE IN
ENDANGERED SPECIES OF WILD FAUNA AND FLORA
AND IUCN-THE WORLD CONSERVATION UNION
July 1999

Preamble

This Memorandum of Understanding (MoU) is entered into between the Secretariat of the Convention on International Trade in Endangered Species of Wild Fauna and Flora herein referred to as the "CITES Secretariat" and IUCN-The World Conservation Union herein referred to as "IUCN". The principal purpose of the MoU is to establish a formal basis of cooperation between IUCN and the CITES Secretariat to better assist implementation of the Convention.

Background

The CITES Secretariat and IUCN have a long history of co-operation in ensuring the most effective possible implementation of the Convention on International Trade in Endangered Species of Wild Fauna and Flora (CITES). IUCN was instrumental in stimulating the creation of CITES, from a General Assembly resolution (7th GA, Resolution 14) and IUCN Environmental Law Centre (IUCN ELC) provided a first draft of CITES as did the Government of Kenya. Over the years, CITES has made increasing use of the IUCN networks, in order to execute the Decisions and Resolutions of the CITES Parties. Several Decisions and Resolutions of the Conference of the Parties specifically mandate IUCN to work with the CITES Secretariat and the Parties.

Both the CITES Secretariat and IUCN recognise the potential benefits of establishing a formal basis for co-operation and ensuring involvement of all parts of the IUCN network to assist the CITES Secretariat in implementation of the Convention.

Terms of Agreement

The CITES Secretariat agrees to nominate IUCN as a major technical advisor to the Convention. Subject to the terms of Administration set forth below, the general tasks of this Memorandum of Understanding are outlined below. These general tasks cover activities undertaken by IUCN for the CITES Secretariat and not for any individual Party to CITES. Specific tasks will be set out in subsequent annexes.

General Tasks

1. provision of scientific information, including
 - analyses of proposals to amend the appendices of the Conference of the Parties
 - contribute to the review of significant trade in CITES species
 - access to IUCN / UNEP environmental law information service

2. development and implementation of field projects, including
 - a system for monitoring of illegal killing of elephants (MIKE)
 - individual species projects
3. assistance with training activities, including
 - implementation of guidelines for non-detriment findings, application of the criteria for listing species in the CITES Appendices
 - development of training materials and workshops as appropriate and in conjunction with other relevant organisations
4. scientific and technical advisory role, including
 - the Animals Committee and Plants Committee
 - technical assistance to support Parties in implementation of the Convention
 - development and implementation of laws that support CITES
5. facilitation role, including
 - Range States Dialogues
 - liaison with other conservation conventions and organisations

Administration

This Memorandum will be effective on the date of signature and is effective for five years. The Memorandum of Understanding may be modified only by written mutual agreement of the parties. If either party elects to end the relationship they must provide ninety (90) days written notice to each Party of the intent to terminate.

Individual activities undertaken under this Memorandum will be contracted as Annexes to this document with specific budgets and resource identification included.

To ease communication and to co-ordinate implementation of the terms of this Memorandum and subsequent annexes, the CITES Secretariat and IUCN will identify focal points in their respective organisations. Once a year the focal points will be responsible for organising a small joint meeting to assess the effectiveness of existing collaborative activities and the opportunities for future collaboration. They will mutually agree upon an annual workplan that will set out the list of activities for the coming year.

Both IUCN and the CITES Secretariat agree to work jointly to fund-raise for this work. IUCN cannot be responsible to provide any of the services mentioned above without sufficient resources.

None of the parties to this Memorandum shall make any commitments or take any positions on behalf of the other without that organisation's specific, written authorised consent. In addition, each organisation shall maintain the right to express its opinion individually; on topics related to this Memorandum, each organisation will strive to notify the other before taking any public position in relation to any issue on which there is current collaboration. No party to this

Memorandum has the authority on its own to create any binding legal obligations on behalf of the other party.

Signatories:

Date: 8 October 1999

Willem Wijnstekers
Secretary General
CITES – Secretariat of the Convention on International Trade in Endangered
Species of Wild Fauna and Flora

Date: 8 October 1999

Maritta R. von Beberstein Koch-Weser
Director General
IUCN - The World Conservation Union