



MEMORANDUM OF UNDERSTANDING
BETWEEN
THE UNITED NATIONS CONFERENCE ON TRADE AND DEVELOPMENT
AND
THE SECRETARIAT OF THE CONVENTION ON INTERNATIONAL TRADE IN
ENDANGERED SPECIES OF WILD FAUNA AND FLORA

Whereas a Memorandum of Understanding was concluded on 11 March 2010 between the secretariats of the United Nations Conference on Trade and Development (UNCTAD) and the Convention on International Trade in Endangered Species of Wild Fauna and Flora (CITES) on strengthening the cooperation between the UNCTAD BioTrade initiative and CITES programmes;

Whereas there has been successful collaboration between the UNCTAD and CITES Secretariats in the area of biodiversity and other related issues and the two secretariats would like to extend their collaboration to additional areas;

Whereas UNCTAD is “the focal point within the United Nations for the integrated treatment of trade and development, and the interrelated issues in the areas of finance, technology, investment and sustainable development”;

Whereas CITES is a multilateral environmental agreement established to ensure that international trade in specimens of wild animals and plants is legal, sustainable and traceable, whose Secretariat is provided by the United Nations Environment Programme (UNEP);

Whereas Customs administrations play a key role in ensuring the effective implementation of CITES through the control and monitoring of trade in specimens of CITES-listed species of wild fauna and flora, and the combating of wildlife crime;

Whereas UNCTAD has substantial experience in the modernisation of customs clearance procedures and systems in line with international standards and best practice, and in the design, development and implementation of automated trade and customs systems worldwide including electronic data exchanges;

Whereas CITES, the World Customs Organization, INTERPOL, the United Nations Office on Drugs and Crime, and the World Bank are partners in the International Consortium on Combating Wildlife Crime (ICWC);

Whereas the CITES Secretariat collaborates with national Customs administrations and relevant international organizations and initiatives to promote the effective implementation of CITES;



Now therefore UNCTAD and the CITES Secretariat, hereinafter individually referred to as “Party” or collectively as “Parties”, have agreed as follows:

ARTICLE 1 - ENHANCED COOPERATION

- 1.1 The Parties will enhance their cooperation on issues of mutual interest and in particular those relating to promoting the automation of Customs control and monitoring of trade in specimens of CITES-listed species of wild fauna and flora.
- 1.2 The Parties shall consult regularly on matters of mutual interest, including implementing special automated customs procedures for CITES-listed species of wild fauna and flora within the UNCTAD ASYCUDA automated system.
- 1.3 The Parties shall assist each other in preparing and disseminating publications designed to raise awareness on matters of mutual interest.
- 1.4 The Parties shall, as appropriate, organize joint national, regional and/or international meetings and workshops on matters of mutual interest. Each Party may be invited to participate as an observer in relevant conferences and meetings organized by the other Party.

ARTICLE 2 - JOINT TECHNICAL ASSISTANCE

- 2.1 The Parties agree to engage in:
 - (a) The design, development and implementation of an ASYCUDA module for international trade in CITES-listed species (ACITES), which will automate the electronic certification, control and monitoring of such trade in CITES-listed species of wild fauna and flora.

ACITES will inter-operate with any customs IT system and will be based upon the CITES Appendices, which contain listed species of wild fauna and flora, and will interoperate with the CITES web services.
 - (b) The development of ACITES training materials and guidance manuals, which will be used by the UNCTAD ASYCUDA Program to train the ASYCUDA-user Customs Services, in coordination with CITES Secretariat, on the operation of ACITES.
 - (c) The development of joint advocacy messages on capacity building for Customs administrations, through national and regional training courses, attended by other UN agencies and their partners as applicable.
- 2.2 All assistance provided by the Parties under this Memorandum of Understanding (MoU) shall be subject to the availability of extra-budgetary resources and shall be implemented in accordance with the budgetary provisions and the administrative rules and regulations of the United Nations.
- 2.3 The Parties shall individually or jointly raise funds for technical assistance projects under this MoU, which shall be subject to specific activity agreements, setting out their respective roles and responsibilities.
- 2.4 Both Parties shall respectively oversee the proper execution and implementation of this MoU.



ARTICLE 3 - EXCHANGE OF INFORMATION

- 3.1 Each Party shall designate an official as a contact point for continuing the contact and exchange of information under the terms of this MoU.
- 3.2 The Parties shall review periodically strategic issues pertaining to the ACITES implementation.
- 3.3 The Parties shall consult with each other in respect of any matter that may arise in connection with the present MoU.
- 3.4 Each Party shall encourage its Member States to exchange information on matters relevant to Customs control and monitoring of trade in CITES-listed species of wild fauna and flora, and Customs involvement in combating wildlife crime ;
- 3.5 Each Party shall cooperate with implementing partners and third party experts in a specific field for assistance and discussions when necessary.

ARTICLE 4 - INTELLECTUAL PROPERTY RIGHTS

- 4.1 The standard clauses protecting the UNCTAD intellectual property of the ASYCUDA software will equally apply to the ACITES system when implementing it in a beneficiary country, specifically any “beneficiary organisation will use the ACITES application software and the associated documentation and will not provide any copy of the software and/or documentation to a third party without prior and explicit written approval from UNCTAD. UNCTAD will not be responsible for any malfunctioning of the system due to an incorrect functional and/or technical installation and/or operation performed without adequate UNCTAD technical expertise or training”.
- 4.2 In accordance with the provisions of this MoU , any notices appearing in association with the use of the ACITES software shall remain on the documentation, material, product, service, equipment or software originating with or developed by either Party.
- 4.3 Unless otherwise provided for in this MoU, no other licence in other intellectual property rights, now or hereafter owned or licensable by a Party, shall be granted or implied to the other Party.

ARTICLE 5 - STATUS OF THE PARTIES

- 5.1 Nothing in this MoU shall be deemed or construed to create, or have been intended to create, a partnership, joint venture, employment or agency relationship between the Parties.
- 5.2 No provision of this MoU shall be construed so as to in any way interfere with the Parties’ respective decision-making processes with regard to their respective affairs and operations. Each Party will bear its own costs incurred in the implementation of its responsibilities under this MoU.

ARTICLE 6 - PRIVILEGES AND IMMUNITIES

- 6.1 Nothing in or relating to this MoU shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs.



ARTICLE 7 - SETTLEMENT OF DISPUTES

7.1 Any dispute out of this MoU shall be resolved in good faith by direct negotiations between the Parties. In the case no definitive resolution could be reached, the matter shall be referred to the Secretary-General of the United Nations, whose decision shall be accepted by the Parties as the final and binding resolution of the matter.

ARTICLE 8 - ENTRY INTO FORCE AND TERMINATION

- 8.1 This MoU will take effect on the date of signature by both Parties. It will remain in force unless terminated by 90 days' written notice served by one upon the other, or replaced by another agreement.
- 8.2 Without prejudice to the foregoing, steps shall be taken to ensure that termination of this MoU will not be prejudicial to any activities or programmes undertaken within the framework of the MoU.

ARTICLE 9 - AMENDMENT

9.1 This MoU may be amended by written mutual agreement.

In witness whereof Parties have signed this MoU in two original copies in the English language on the date herein below indicated.

On behalf of the CITES Secretariat,

On behalf of UNCTAD,

[Signed]

[Signed]

John E. Scanlon
Secretary-General
Geneva, 14 July 2014

Mukhisa Kituyi
Secretary General
Geneva, 14 July 2014