

CONVENTION ON INTERNATIONAL TRADE IN ENDANGERED SPECIES  
OF WILD FAUNA AND FLORA

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Sixty-first meeting of the Standing Committee  
Geneva (Switzerland), 15-19 August 2011

Strategic matters

Cooperation with other organizations

FOOD AND AGRICULTURE ORGANIZATION OF THE UNITED NATIONS

1. This document has been prepared by the Secretariat.

Cooperation on forestry and wildlife

2. At its 15th meeting (Doha, 2010), the Conference of the Parties adopted Decision 15.18, directed to the Standing Committee, which provides:

*The Standing Committee shall analyse the current Memorandum of Understanding (MoU) between CITES and [the Food and Agriculture Organization of the United Nations (FAO)], determine the cooperative scheme between CITES and FAO on forestry issues, and ensure that future cooperation between FAO and CITES is carried out under the framework of the MoU.*

3. The Secretary-General met with Eduardo Rojas-Briales, the new head of FAO's Forestry Department, in the margins of the FAO/CITES workshop to review the application and effectiveness of international regulatory measures for the conservation and sustainable use of elasmobranchs (Genezzano, Italy, 19 to 23 July 2010). During their discussions, it was agreed that the two organizations would explore the development of a memorandum of understanding on forestry and wildlife, which might either be separate from or an extension of the current CITES/FAO memorandum of understanding on commercially-exploited aquatic species. FAO offered to take the lead in preparing a draft text.
4. On 31 January 2011, in the margins of the 29th session of the FAO Committee on Fisheries, the two secretariats met again to discuss the matter. FAO advised that a draft memorandum of cooperation had been submitted to FAO's Legal Department in November 2010 for review. On 1 February 2011, the Secretary-General delivered a set of remarks to COFI-29<sup>1</sup> and later met with the Director-General of FAO.
5. On 9 May 2011, FAO provided a draft memorandum of cooperation to the Secretariat which took the form of a broad memorandum between the two organizations, with the existing MoU on commercially-exploited aquatic species attached as an annex. The Secretary-General and the head of FAO's Forestry Department discussed the draft in the margins of the 58th General Assembly of the International Council for Game and Wildlife Conservation (CIC) held in Saint Petersburg, Russian Federation, the same month. The Secretariat's comments on the draft were sent to FAO on 13 May 2011.
6. FAO provided the Secretariat with a revised draft text on 15 June 2011. A copy of the revised draft text, with the Secretariat's new comments indicated in strikethrough and underlined text, is contained in the Annex to this document.

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<sup>1</sup> [http://www.cites.org/eng/news/SG/2011/20110201\\_sg\\_remarks\\_cofi.shtml](http://www.cites.org/eng/news/SG/2011/20110201_sg_remarks_cofi.shtml)

#### Other areas of cooperation

7. The report of the Genezzano meeting mentioned in paragraph 3 above has undergone extensive review and revision and should soon be finalized.
8. FAO is an active member of the Standing Committee Working Group on Introduction from the Sea, whose chair is also Chair of the International Commission for the Conservation of Atlantic Tunas (ICCAT). The subjects of introduction from the sea and cooperation between CITES and ICCAT are addressed in documents SC61 Doc. 32 and SC61 Doc. 15.7 respectively.
9. Both CITES and FAO provided technical support to the Symposium on the relevance of community-based natural resource management (CBNRM) to the conservation and sustainable use of CITES-listed species in exporting countries (Vienna, May 2011) and participated in the joint meeting of the Liaison Group on Bushmeat of the Convention on Biological Diversity and the CITES Central Africa Bushmeat Working Group (Nairobi, June 2011).
10. CITES and FAO actions related to Decisions 15.30 - 15.28 on *Criteria for the inclusion of species in Appendices I and II*, are addressed in a separate document for this meeting.
11. The Secretariat has submitted a request to FAO for CITES to become a member of the Collaborative Partnership on Forests. The request was still under consideration at the time of writing (June 2011).

#### Recommendation

12. The Standing Committee is invited to take note of the information provided above and to express its views on the draft memorandum of cooperation contained in the Annex to this document.

**DRAFT MEMORANDUM OF COOPERATION BETWEEN  
THE FOOD AND AGRICULTURE ORGANIZATION OF THE UNITED NATIONS (FAO)**

**AND**

**THE SECRETARIAT OF THE CONVENTION ON INTERNATIONAL TRADE IN ENDANGERED SPECIES OF  
WILD FAUNA AND FLORA**

This Memorandum of Cooperation is entered into between the Food and Agriculture Organization of the United Nations, hereinafter referred to as "FAO", of the one part; and the Secretariat of the Convention on International Trade in Endangered Species of Wild Fauna and Flora", hereinafter referred to as "the CITES Secretariat" of the other part. FAO and the CITES Secretariat, hereinafter are jointly referred to as the Parties.

**INTRODUCTION**

Both Parties are aware of the need to provide an effective framework which takes into account the increasing volume and importance of the work of both FAO and the CITES Secretariat on biological conservation and sustainable resource use, as it relates to their respective mandates, and the various aspects of the cooperation between FAO and the CITES Secretariat. They desire to ensure harmony and synergy in the work of the two Parties, to better serve their respective member States.

FAO and the CITES Secretariat are resolved to act in close cooperation, on matters of mutual interest, with a view to harmonizing the efforts of both secretariats towards greater effectiveness, as far as possible, having due regard to their respective objectives, mandates and functions, as described below.

Therefore, the Parties, agree as follows:

**ARTICLE I**

**Purpose**

The purpose of this Memorandum of Cooperation is to establish a framework for cooperation between FAO and the CITES Secretariat in the area of biological conservation and sustainable resource use of relevance to food and agriculture, fisheries, forestry, and wildlife with a view to promoting synergy between the Parties, ensuring complementarity and mutual support in their work, and better serving the member States of FAO and CITES.

**ARTICLE II**

**Representation**

Each Party shall invite the other Party to participate, without the right to vote, in the deliberations of its governing bodies and of other bodies where matters of particular concern to the other Party are considered, and in which it may have or has indicated that it has an interest. Representatives of the Party so invited shall be afforded full opportunity to present its views on matters within the scope of its activities and mandate.

**ARTICLE III**

**Exchange of Information**

1. The Parties shall regularly exchange information regarding their relevant activities and positions.
2. Each Party shall inform its member States of relevant activities of the other Party, or, as appropriate, provide an opportunity for the other Party to do so.
3. The Parties shall keep each other informed of their relevant activities and positions in other organizations and forums, and, as far as possible, coordinate their positions.

4. In this context, and subject to such arrangements as may be necessary to safeguard confidential matters, the Parties shall cooperate in the preparation of official documents, by making available drafts of the relevant documents, and providing technical advice and input, where appropriate and feasible.

## **ARTICLE IV**

### **Cooperation**

Cooperation under this Memorandum of Cooperation shall include:

- a. Ensuring the regular exchange of information, as provided for in Article III, on relevant issues and activities between relevant bodies of the Parties, including relevant decisions of the Conference of the Parties to ~~the~~ CITES and its subsidiary bodies, of FAO governing bodies and of the governing bodies of relevant international instruments within the framework of either Party.
- b. The establishment of specific Memoranda of Understanding covering specific areas of work or joint work programmes. Such Memoranda of Understanding will be appended to the present Memorandum of Cooperation, for information. (One such MoU is already in existence and is attached as Annex 1.)
- c. Cooperation between the Parties in the implementation of agreed joint activities and joint programmes of work, as provided for in Article V.
- d. Cooperation, where appropriate and possible, between the Parties in activities undertaken within their separate programmes of work, with a view to seeking harmony, synergy and coherence, and to reducing the reporting burden on the member States of FAO and CITES.
- e. Participation of each Party in the meetings of subsidiary or governing bodies, and relevant working or liaison groups, of the other Party.
- f. Cooperation between the Parties, as appropriate, to facilitate capacity building in developing countries and countries with economies in transition on issues relating to species of interest to both Parties which are listed or may be listed on the CITES Appendices.
- g. Involvement by FAO in revisions of the CITES listing criteria for species of interest to both Parties and provision of advice by FAO to CITES regarding the CITES listing criteria.
- h. Cooperation between the Parties to ensure adequate consultations in the scientific and technical evaluation of proposals for including, transferring or deleting species of interest to both organizations in the CITES Appendices based on the criteria agreed by the Parties to CITES, and in the efforts of both Parties ~~will~~ to address scientific, technical, socio-economic and legal issues relating to the listing of species and implementation of such listings.

## **ARTICLE V**

### **Joint activities and joint programmes of work**

1. In order to promote cooperation within the context of this Memorandum of Cooperation, and in order to develop joint actions to address issues of mutual relevance, either of the Parties may propose joint activities or joint programmes of work aimed at specific objects of cooperation. Such joint activities or joint programmes of work shall specify the objectives, areas of work, planned outputs, timetable, responsibilities and financial obligations of the Parties, and specify any other sources of funds, as well as staffing responsibilities. In implementing such joint activities and joint programmes of work, the Parties may jointly agree on cooperation with other organizations and agencies, including funding agencies.
2. Such joint activities and joint programmes of work may be modified by the written mutual consent of the Parties.
3. Where necessary within the context of agreed joint activities or programmes of work, either Party may second staff to the other Party, and make other relevant administrative arrangements.

## **ARTICLE VI**

### **Financial implications**

1. Any minor and ordinary expenditure relating to the implementation of this Memorandum of Cooperation shall be borne by the respective Party.
2. Unless otherwise agreed, neither signatory will be legally or financially liable in any way for activities carried out jointly or independently under this Memorandum of Cooperation. If the cooperation proposed by one of the Parties to the other in accordance with this Memorandum of Cooperation entails expenditure beyond minor and ordinary expenditures, the two Parties shall consult to determine the availability of the resources required, the most equitable way of meeting such expenditure and, if resources are not available, the most appropriate ways to obtain the necessary resources. If necessary and if agreed by the two Parties, they may jointly seek in-kind and financial resources from other organizations and agencies, including funding agencies, for their joint activities and joint programmes of work. Separate letters of agreement or other arrangements, with specific budgets and resource identification, may be concluded for individual activities involving the commitment of financial resources by either signatory.

## **ARTICLE VII**

### **Implementation of this agreement**

1. The Assistant Directors-Generals of the FAO Departments concerned and the Secretary-General of the CITES may make the arrangements necessary for ensuring satisfactory implementation of this Memorandum of Cooperation, including through the establishment of specific Memoranda of Understanding covering specific areas of work or joint work programmes.
2. Both Parties will report, as appropriate, to their governing bodies and subsidiary bodies, on progress made in the implementation of this Memorandum and, where necessary, seek further guidance and endorsement regarding existing and new areas of cooperation.

## **ARTICLE VIII**

### **Focal Points**

The Assistant Director-General of the FAO Fisheries and Aquaculture Department and the Assistant Director-General of the FAO Forestry Department, in their respective areas of responsibility, and the Secretary-General of the CITES shall be the focal points for the purposes of this Memorandum of Cooperation, in particular for official communications and the exchange of information. The Parties may, however, designate separate focal points in the case of joint activities and programmes of work, and in relation to specific legal and policy instruments.

## **ARTICLE IX**

### **Agreements with other organizations**

This Memorandum of Cooperation is without prejudice to agreements concluded by either Party with other organizations, or programmes within the United Nations System.

## **ARTICLE X**

### **Modification of this Memorandum of Cooperation**

This Memorandum of Cooperation may be modified by written mutual consent of the Parties.

## **ARTICLE XI**

### **Termination**

This Memorandum of Cooperation will remain in force unless terminated by 90 days' written notice served by one Party upon the other, or replaced by another agreement.

## ARTICLE XII

### Privileges and Immunities, Dispute Settlement

1. Nothing in this Memorandum of Cooperation or in any document or activity related thereto shall be construed as a waiver of the privileges and immunities of the Parties.
2. Any dispute relating to the interpretation or implementation of this Memorandum of Cooperation shall be settled by consultations between the Parties.

## ARTICLE XIII

### Entry into Force

This Memorandum of Cooperation shall enter into force upon signature by the Director-General of FAO and the Secretary-General of the CITES.

On behalf of the Food and Agriculture Organization of the United Nations	On behalf of the CITES Secretariat
Date:	Date:

**Annex 1.** Memorandum of Understanding between FAO and CITES from 2006

## Annex 1

### MEMORANDUM OF UNDERSTANDING BETWEEN THE FOOD AND AGRICULTURE ORGANIZATION OF THE UNITED NATIONS (FAO) AND THE SECRETARIAT OF THE CONVENTION ON INTERNATIONAL TRADE IN ENDANGERED SPECIES (CITES)

#### FAO AND CITES IN ORDER TO STRENGTHEN THE COOPERATION BETWEEN THEM HAVE DECIDED AS FOLLOWS:

1. The signatories will communicate and exchange information regularly and bring to each other's attention general information of common interest and areas of concern where there is a role for the other to play. The signatories will be invited as observers to meetings under their respective auspices where subjects that are of common interest will be discussed.
2. The signatories will cooperate as appropriate to facilitate capacity building in developing countries and countries with economies in transition on issues relating to commercially-exploited aquatic species listed on the CITES Appendices.
3. FAO will continue to provide advice to CITES on, and be involved in any future revision of, the CITES listing criteria.
4. The FAO will work together with CITES to ensure adequate consultations in the scientific and technical evaluation of proposals for including, transferring or deleting commercially-exploited aquatic species in the CITES Appendices based on the criteria agreed by the Parties to CITES, and both signatories will address technical and legal issues relating to the listing and implementation of such listings.
5. As is required by the Convention, the CITES Secretariat will continue to inform FAO of all relevant proposals for amendment of Appendices I and II. Such information shall be provided to FAO to allow FAO to carry out a scientific and technical review of such proposals in a manner it deems appropriate and for the resulting output to be transmitted to the CITES Secretariat. The CITES Secretariat shall communicate the views expressed and data provided from this review and its own findings and recommendations, taking due account of the FAO review, to the Parties to CITES.
6. In order to ensure maximum coordination of conservation measures, the CITES Secretariat will respect, to the greatest extent possible, the results of the FAO scientific and technical review of proposals to amend the Appendices, and technical and legal issues of common interest and the responses from all the relevant bodies associated with management of the species in question.
7. The Secretariats to CITES and FAO will periodically report on work completed under the MoU to the Conference of the Parties to CITES and the FAO Committee on Fisheries, respectively.
8. This MoU will take effect on the date of signature by both signatories. It will remain in force unless terminated by 90 days' written notice served by one upon the other, or replaced by another agreement. It may be amended by written mutual agreement.
9. Unless otherwise agreed, neither signatory will be legally or financially liable in any way for activities carried out jointly or independently under this MoU. Separate letters of agreement or other arrangements, with specific budgets and resource identification, will be concluded for individual activities involving the commitment of financial resources by either signatory.

*Signed*

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Assistant Director General,  
Fisheries Department

Date: 29 September 2006

*Signed*

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Secretary-General  
CITES Secretariat

Date: 3 October 2006