

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



Seventy-fourth meeting of the Standing Committee
Lyon (France), 7 - 11 March 2022

Strategic matters

COOPERATION WITH THE WORLD HERITAGE CONVENTION:
REPORT OF THE SECRETARIAT

1. This document has been prepared by the Secretariat.
2. At its 18th meeting (Geneva, 2019), the Conference of the Parties adopted Decisions 18.52 to 18.54 as follows:

18.52 Directed to the Secretariat

The Secretariat shall enter into dialogue with the UNESCO World Heritage Centre with a view to developing a Memorandum of Understanding and, if considered appropriate and subject to availability of external resources, a joint programme of work.

18.53 Directed to the Secretariat

The Secretariat shall submit a draft Memorandum of Understanding with the UNESCO World Heritage Centre to the Standing Committee for its review, recommendations, and approval.

18.54 Directed to the Standing Committee

The Standing Committee shall consider the draft Memorandum of Understanding transmitted by the CITES Secretariat on cooperation with the UNESCO World Heritage Centre and provide its recommendations or approval

3. The Secretariat has been in dialogue with the UNESCO World Heritage Centre and together with them has prepared a draft Memorandum of Understanding (MoU) which is attached in the Annex to the present document. The World Heritage Centre is seeking approval to sign the draft MoU through its internal procedures and, if the World Heritage Centre is not able to be represented at the present meeting, the Secretariat will report orally on the progress of that process.
4. In accordance with Decision 18.54, the Secretariat would welcome the recommendations or approval of the draft MoU with the World Heritage Centre by the Standing Committee.

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE SECRETARIAT OF THE CONVENTION ON INTERNATIONAL TRADE
IN ENDANGERED SPECIES OF WILD FAUNA AND FLORA
AND
THE UNITED NATIONS EDUCATIONAL, SCIENTIFIC
AND CULTURAL ORGANIZATION**

WHEREAS the Convention on International Trade in Endangered Species of Wild Fauna and Flora (hereinafter referred to as “CITES”) is a multilateral environmental agreement to establish international co-operation which is essential for the protection of certain species of wild fauna and flora against over-exploitation through international trade;

WHEREAS the Secretariat of the Convention on International Trade in Endangered Species of Wild Fauna and Flora (hereinafter referred to as the “CITES Secretariat”) has the mandate *inter alia* to make recommendations to the Parties to the Convention for the implementation of its aims and provisions, including the exchange of information of a scientific or technical nature and to perform any other function as may be entrusted to it by the Parties to the Convention;

WHEREAS the Convention Concerning the Protection of the World Cultural and Natural Heritage (hereinafter referred to as the “World Heritage Convention”) is a multilateral agreement to support the identification, protection, conservation, presentation and transmission to future generations of the cultural and natural heritage of outstanding universal value for whose protection it is the duty of the international community as a whole to co-operate;

WHEREAS the World Heritage Centre of the United Nations Educational, Scientific and Cultural Organization (UNESCO), (hereinafter referred to as the “UNESCO World Heritage Centre”), is the Secretariat to the Intergovernmental Committee for the Protection of the World Cultural and Natural Heritage (hereinafter referred to as the “World Heritage Committee”) and has the mandate *inter alia* to coordinate both the reporting on the condition of World Heritage sites and the emergency action undertaken when a site is threatened;

WHEREAS the CITES Secretariat is administratively housed by United Nations Environment Programme and as such is part of the United Nations Secretariat and, whereas, UNESCO, a UN specialized agency, is providing the Secretariat to the World Heritage Convention and has established UNESCO World Heritage Centre to fulfil this role;

WHEREAS the CITES Secretariat and UNESCO (hereinafter collectively referred to as the “parties”) share common objectives with regard to the conservation, protection, enhancement and support of nature and natural resources, including biological diversity worldwide, and wish to collaborate to further these common goals and objectives within their respective mandates and governing rules and regulations;

WHEREAS the CITES Conference of the Parties has adopted Resolution Conf. 18.5, *inter alia* encouraging the CITES Secretariat and the UNESCO World Heritage Centre to engage in closer cooperation, as appropriate and subject to availability of external resources, on sites and species of mutual concern;

WHEREAS the World Heritage Committee has adopted Decision 42 COM 7 which *inter alia* “welcomes the continued fruitful cooperation between the [UNESCO] World Heritage Centre [.....] and the CITES Secretariat and invite[d] the [UNESCO] World Heritage Centre and IUCN to further strengthen this cooperation” (paragraph 57);

WHEREAS the Parties intend to conclude this Memorandum of Understanding (hereinafter referred to as “MOU”) with the aim of consolidating, developing and detailing their cooperation and effectiveness to achieve the common objectives in the field of environment;

NOW, THEREFORE, the CITES SECRETARIAT AND THE UNESCO WORLD HERITAGE CENTRE INTEND TO COOPERATE UNDER THIS MEMORANDUM OF UNDERSTANDING AS FOLLOWS:

**Paragraph 1
Interpretation**

1. References to this MOU shall be construed as including any Annexes, as varied or amended in accordance with the terms of this MOU. Any Annexes shall be subject to the provisions of this MOU, and in case of any inconsistency between an Annex and this MOU, the latter shall prevail.
2. Implementation of any subsequent work plans, activities, projects and programmes pursuant to this MOU, involving the transfer of funds between the parties, shall necessitate the execution of appropriate legal instruments between the parties. The terms of such legal instruments shall be subject to the provisions of this MOU.
3. This MOU represents the complete understanding between the parties and supersedes all prior MOUs, communications, and representations, whether oral or written, concerning the subject matter of this MOU.
4. Any party's failure to request implementation of a provision of this MOU shall not constitute a waiver of that or any other provision of this MOU.
5. The Parties are responsible for the costs associated with the implementation of their own activities related to this MOU and any subsequent work plans, activities, projects and programmes unless specific financial provisions or transfer of funds are set by appropriate legal instruments between the Parties in accordance with Paragraph 1, subparagraph 2 above.

**Paragraph 2
Duration**

1. This MOU shall be effective upon the last date of signature of the approving officials and remain in force for a period of five (5) years unless terminated in accordance with Paragraph 14 below.
2. This MOU may be renewed by mutual written agreement between the Parties in accordance with Paragraph 13 below.

**Paragraph 3
Purpose**

1. The purpose of this MOU is to provide a framework of cooperation and understanding, and to facilitate collaboration between the parties to further their shared goals and objectives in regard to the protection of the cultural and natural heritage of outstanding universal value and of certain species of wild fauna and flora against over-exploitation through international trade.
2. The objectives of this MOU shall be achieved through:
 - a. Regular dialogue and meetings between the CITES Secretariat and the UNESCO World Heritage Centre;
 - b. Implementation of work plans of joint activities pursuant to Paragraph 5.

**Paragraph 4
Areas of Cooperation**

1. Areas of Cooperation are agreed jointly through the cooperation mechanism in the MOU. Policies

and priorities under this MOU may also be jointly reviewed annually by the parties pursuant to sub-Paragraph 6.1 to allow the parties to respond to emerging issues in the realm of environment and sustainable development.

2. The parties have agreed to the following preliminary and overarching themes for this MOU.
 - a) Cooperation on the conservation and sustainable use of species, in particular;
 - i) those species included in CITES Appendix I and occurring in World Heritage sites inscribed on the UNESCO World Heritage List;
 - ii) those species included in one of the CITES Appendices and occurring in World Heritage sites inscribed on the List of World Heritage in Danger.
 - iii) those species included in one of the CITES Appendices and occurring in World Heritage sites inscribed on the UNESCO World Heritage List, the illegal harvesting and associated illegal trade of which is threatening the outstanding universal value of the site.
 - b) Promoting in-country cooperation between CITES Management and Scientific Authorities and CITES enforcement agencies and the State Party focal points for the World Heritage Convention and management authorities of World Heritage sites inscribed on the UNESCO World Heritage List or the List of World Heritage in Danger.
3. The above list is not exhaustive and should not be taken to exclude or replace other forms of cooperation between the parties on other issues of common interest.

Paragraph 5 Work plans

With a view to implementing this MOU, the parties may develop work plans concerning their joint activities. Such work plans are intended to become part of this MOU and will be attached as an annex thereof.

Paragraph 6 Organization of the Cooperation

1. The parties shall hold regular bilateral meetings on matters of common interest, in accordance with an agenda agreed to in advance by the parties. Such meetings shall take place at least once every year to:
 - a) discuss technical and operational issues related to furthering the objectives of this MOU; and
 - b) review progress of work undertaken by the parties pursuant to work plans concerning their joint activities in the priority areas of cooperation mentioned in Paragraph 4 above.
2. Within the context defined above, further bilateral meetings at desk-to-desk and at expert level shall be encouraged and set up on an *ad hoc* basis as deemed necessary by the parties to address matters of common interest for the implementation of activities in specific areas, countries and regions.
3. In implementing activities, projects and programmes in the agreed priority areas, the parties shall execute work plans concerning their joint activities in accordance with Paragraph 5 above. In identifying the areas of cooperation under this MOU, due regard shall be given to geographic coverage, capacity for implementation and experience in the related field.

4. Where the parties are organizing a meeting with external participation at which policy matters related to the aims of this MOU shall be discussed, they shall, as appropriate, either invite the other party to participate in the meeting or update the other party on relevant policy matters discussed at the meeting. Each party undertakes to share knowledge and information in its area of operations and expertise relevant to the MOU with the other party.

**Paragraph 7
Fundraising**

1. To the extent permitted by the parties' respective regulations, rules and policies, and subject to sub-Paragraph 2, the parties may engage in fundraising from the public and private sectors to support the activities, projects and programmes to be developed or carried out pursuant to this MOU.
2. Neither party shall engage in fundraising with third parties in the name of or on behalf of the other, without the prior express written approval of the other party in each case.

**Paragraph 8
Intellectual Property Rights**

1. Nothing in the MOU shall be construed as granting or implying rights to, or interest in, intellectual property of the parties, except as otherwise provided in sub-Paragraph 2.
2. In the event that the parties foresee that intellectual property that can be protected shall be created in relation to a particular activity, project or programme to be carried out under this MOU, the parties shall negotiate and agree on terms of its ownership and use in the relevant work plans concerning their joint activities concluded as per Paragraph 5.

**Paragraph 9
Use of Name and Emblem**

1. Neither party shall use the name, logo or trademarks of the other party, its subsidiaries and/or affiliates, or any abbreviation thereof, in connection with its business or for public dissemination without the prior expressly written approval of the other party in each case.
2. The parties recognize that their names and logo may not be associated with any political or sectarian cause or otherwise used in a manner inconsistent with the status of the UN and of UNESCO.
3. The parties agree to recognize and acknowledge this partnership, as appropriate. To this end, the parties shall consult with each other concerning the manner and form of such recognition and acknowledgement.

**Paragraph 10
Privileges and Immunities**

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.
2. Nothing in or relating to this MOU shall be deemed a waiver, express or implied, of any of the privileges and immunities of UNESCO.

**Paragraph 11
Responsibility**

1. Each party will be responsible for dealing with any claims or demands arising out of its actions or omissions, and those of its respective personnel, in relation to this MOU.

**Paragraph 12
Dispute Settlement**

1. In the event of a dispute, controversy or claim arising out of or relating to this MOU, the parties shall use their best efforts to promptly settle such dispute through direct negotiation. Any dispute that is not settled within sixty (60) days from the date either party has notified the other party of the nature of the dispute and of the measures that should be taken to rectify it, shall be resolved through consultation between the Executive Director of UNEP and the Director-General of UNESCO.

**Paragraph 13
Notification and Amendments**

1. Each party shall promptly notify the other in writing of any anticipated or actual material changes that will affect the execution of this MOU.
2. The parties may amend this MOU by mutual written agreement, which shall be appended to this MOU and become an integral part of it.

**Paragraph 14
Termination**

1. Either party may terminate this MOU by giving three months' prior written notice to the other party.
2. Upon termination of this MOU, the rights and obligations of the parties defined under any other legal instrument executed pursuant to this MOU shall cease to be effective, except as otherwise provided in this MOU.
3. Any termination of the MOU shall be without prejudice to (a) the orderly completion of any ongoing collaborative activity and (b) any other rights and obligations of the parties accrued prior to the date of termination under this MOU or legal instrument executed pursuant to this MOU.
4. The obligations under Paragraphs 8-12 do not lapse upon expiry, termination of or withdrawal from this MOU.

IN WITNESS WHEREOF, the duly authorized representatives of the parties affix their signatures below.

**For the Secretariat of the Convention on
International Trade in Endangered Species
of Wild Fauna and Flora**

**For the United Nations Educational, Scientific and
Cultural Organization World Heritage Centre**

.....
Ms Ivonne Higuero
Secretary -General

.....
Mr Ernesto Ottone R.
Assistant Director-General for Culture

Date:

Date: