



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;

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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 invites 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 will be construed as including any Annexes, as varied or amended in accordance with the terms of this MOU. Any Annexes will be subject to the provisions of this MOU, and in case of any inconsistency between an Annex and this MOU, the latter will prevail.
2. Implementation of any subsequent work plans, activities, projects and programmes pursuant to this MOU, involving the transfer of funds between the parties, will necessitate the execution of appropriate legal instruments between the parties. The terms of such legal instruments will be subject to the provisions of this MOU, and in case of any inconsistency between such legal instruments and this MOU, the latter will prevail, unless otherwise expressly stated.
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 will 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 will 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 will 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;
 - c) Other forms of cooperation which may take place between the parties from time to time.

**Paragraph 4
Areas of Cooperation**

1. Areas of Cooperation are agreed jointly through the cooperation mechanism in the MOU referred to in Paragraph 6 and in particular through the dialogue established pursuant to Paragraph 6(1). 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 listed in the CITES Appendices and occurring in World Heritage sites inscribed on the UNESCO World Heritage List, 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

As part of the implementation of this MOU, the parties may develop work plans concerning their joint activities subject to available external funding. Such work plans are intended to become part of this MOU and will be attached as Annexes thereof.

Paragraph 6 Organization of the Cooperation

1. The parties will hold regular bilateral meetings on matters of common interest, in accordance with an agenda agreed to in advance by the parties. Such meetings will 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 will 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 may execute work plans concerning their joint activities in accordance with Paragraph 5 above. In identifying the areas of cooperation under this MOU, due regard will 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 are to be discussed, they will, 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 will 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 will 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 property¹ will be created in relation to a particular activity, project or programme to be carried out under this MOU, the parties will negotiate and agree on terms of its ownership and use and incorporate such agreement into the relevant work plans, if any, concerning their joint activities concluded as per Paragraph 5.
3. In the event of the unforeseen creation of intellectual property in relation to a particular activity, project or programme to be carried out under this MOU, the terms of ownership of such intellectual property will be agreed between the parties prior to use of the intellectual property or at such other time as the parties may agree.

Paragraph 9

Use of Name and Emblem

1. Neither party will 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.

¹ For the avoidance of doubt, where it appears in this MOU, the term *intellectual property* will be understood to include information, ideas, inventions, innovations, art work, data, designs, literary texts and any other matter or thing whatsoever as may be capable of legal protection or be subject to legal rights and shall include patents; information which is of a kind that has been communicated in such a manner as to give rise to a duty of confidentiality; copyright vesting in literary works (including but not limited to computer programmes); dramatic works, musical works, broadcast, published editions and other types of performance; registered trademarks; unregistered trademarks used or intended for use in business registered designs and designs capable of being registered; biological organism varieties and the rights of breeders of such varieties; layout design of integrated circuits; databases; and any other rights resulting from intellectual activity in the industrial, commercial, scientific, literary and artistic fields.

Parties' initials:

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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.
4. The parties will recognize and acknowledge this partnership, as appropriate. To this end, the parties will 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 will be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs and specialized agencies.

**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 will 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, will be resolved through consultation between the Executive Director of UNEP and the Director-General of UNESCO.

**Paragraph 13
Notification and Amendments**

1. Each party will 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 will cease to be effective, except as otherwise provided in this MOU or in the terms of that legal instrument.
3. Any termination of the MOU will 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.

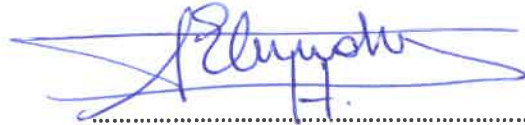
IN WITNESS WHEREOF, the duly authorized representatives of the parties affix their signatures below.

**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 Lazare Eloundou Assomo
Director of World Heritage

Date: 26 June 2023

Date: 26 June 2023