



M13-182, LEG 3, 20 January 2014

**LETTER OF AGREEMENT
BETWEEN
THE SECRETARIAT OF THE CONVENTION ON INTERNATIONAL TRADE IN ENDANGERED
SPECIES OF WILD FAUNA AND FLORA
AND
THE INTERNATIONAL TRADE CENTRE**

WHEREAS the Convention on International Trade in Endangered Species of Wild Fauna and Flora (hereinafter referred to as "CITES"), is a multilateral environmental agreement established to ensure that international trade in specimens of wild animals and plants is legal, sustainable and traceable and has a Secretariat located in Geneva, Switzerland (hereinafter referred to as "CITES Secretariat");

WHEREAS the International Trade Centre (hereinafter referred to as "ITC") is the joint technical cooperation agency of the World Trade Organization and the United Nations, through the United Nations Conference on Trade and Development (UNCTAD), and has its headquarters in Geneva, Switzerland;

WHEREAS paragraph 203 of the 'The future we want', the outcome document of the United Nations Conference on Sustainable Development (Rio de Janeiro, 2012), commonly known as Rio+20, states:

We recognize the important role of the Convention on International Trade in Endangered Species of Wild Fauna and Flora, an international agreement that stands at the intersection between trade, the environment and development, promotes the conservation and sustainable use of biodiversity, should contribute to tangible benefits for local people, and ensures that no species entering into international trade is threatened with extinction. We recognize the economic, social and environmental impacts of illicit trafficking in wildlife, where firm and strengthened action needs to be taken on both the supply and demand sides. In this regard, we emphasize the importance of effective international cooperation among relevant multilateral environmental agreements and international organizations. We further stress the importance of basing the listing of species on agreed criteria;

WHEREAS the CITES Secretariat and ITC (hereinafter collectively referred to as the "Parties" and each individually as a "Party") share common goals and objectives with regard to the conservation and sustainable use of wild animal and plant species, the importance of human well-being and the empowerment of local communities to help ensure that international trade in CITES-listed species is legal, sustainable and traceable;

WHEREAS the Parties intend to conclude this Letter of Agreement (hereinafter referred to as "LOA") with the aim of utilizing their respective comparative advantages, increasing their collaboration and developing joint activities in support of internationally agreed biodiversity and sustainable development goals established by member States.

NOW THEREFORE, THE CITES SECRETARIAT AND ITC HAVE AGREED TO COOPERATE UNDER THIS LOA AS FOLLOWS:

Article 1 Purpose

1. The purpose of this LOA is to provide a framework of cooperation and understanding and to facilitate collaboration between the Parties to further their shared goals and objectives with regard to contributing to the achievement of sustainable development, ensuring that no species becomes or remains subject to unsustainable exploitation through international trade, contributing to tangible benefits for local people and providing sustainable trade solutions to the private sector as well as trade support institutions and policy-makers.
2. The objectives of this LOA will be achieved through:
 - a. Regular communication between the Parties, at which time they will bring to each other's attention general information of common interest and areas of shared concern where there is a role for one or both of them to play or where there are implementation issues to be considered.
 - b. The development and execution of specific joint activities, projects and programmes pursuant to Articles 2 and 3. These joint activities, projects and programmes will be conducted within the framework of relevant CITES Resolutions and Decisions and the Trade and Environment Programme of ITC (hereinafter referred to as "TEP"). The results will be jointly reported to relevant meetings and published according to common terms which the Parties have previously agreed. Subject to the availability of external funds, side-events, conferences and outreach activities will be organized to increase the visibility of the cooperation.

Article 2 Areas and Scope of Cooperation

1. Subject to the availability of the necessary financial resources and without prejudice to the necessary approvals required pursuant to the Parties' internal regulations and rules in effect at the time of the planned implementation, the Parties have agreed the following preliminary overarching themes for this LOA:
 - a. Mapping and in-depth analysis of the dynamics of value chains for international trade in selected species listed in CITES Appendices II and III;
 - b. Facilitating related capacity building activities in developing countries and countries with economies in transition, with a particular focus on the use of socio-economic incentives for sustainable management of wildlife;
 - c. Strengthening the competitiveness of developing countries in environmental markets and alignment of trade relating to biodiversity, climate change and sustainable management of natural resources with positive environmental and social outcomes; and
 - d. Implementing Objectives 3.3, 3.4 and 3.5 of the CITES Strategic Vision: 2008-2020 and Resolution 16.6 of the Conference of the Parties to CITES on *CITES and livelihoods*.

The above list is not exhaustive and should not be taken to exclude or replace other forms of cooperation between the Parties on issues of common interest.

The Parties shall work together at all levels, and in the areas of their comparative advantages, for the implementation of the activities, projects and programmes undertaken pursuant to this LOA.

This LOA builds on existing collaborative arrangements and seeks to further enhance effectiveness and

avoid duplication. In this context, the Parties shall inform each other of their respective capacity development and other initiatives and actively seek the involvement of each other.

Article 3

Organization of the Cooperation

1. The Parties shall hold regular bilateral meetings on matters of common interest, including the development and monitoring of any joint activity, project or programme, in accordance with an agenda agreed in advance by the Parties. Such meetings will take place at least once every twelve (12) months to:
 - a. discuss technical and operational issues related to furthering the objectives of this LOA; and
 - b. review the progress of work undertaken by the Parties pursuant to this LOA, in the areas of cooperation mentioned in Article 2 above.
2. Additional bilateral meetings will be set up on an *ad hoc* basis as deemed necessary by the Parties to address priority matters of common interest for the implementation of activities in specific areas, countries and regions.
3. Where a Party is organizing a meeting with external participation at which policy matters related to the aims of this LOA will be discussed, the Party 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 LOA with the other Party.
4. Each Party shall share with its networks, information on the expertise and services the other Party can provide.
5. The Parties shall consider the possibility of joint missions and needs assessments and joint training activities.
6. Collaboration between the Parties shall be subject to specific agreement(s), containing, as appropriate, relevant project documents which shall set out in detail the roles and functions of each of the Parties, as well as how costs will be apportioned. The Parties shall jointly explore opportunities for cooperation at the project level, including the possibility of joint resource mobilization activities to secure additional funding for joint programmes.
7. Both Parties shall identify focal points to coordinate cooperation in each area identified for collaboration. In addition, both Parties shall identify an overall focal point responsible for oversight of implementation of activities, projects and programmes, pursuant to this LOA.

Article 4

Personnel and Responsibility

No Party's agents or personnel involved with this LOA shall be considered in any respect as agents or personnel of the other Party. Each Party shall be responsible for dealing with any claims arising out of its actions or omissions or those of its personnel or agents.

Article 5

Dispute settlement

Any dispute arising out of or in connection with this LOA shall be settled amicably between the two Parties. Should attempts at amicable negotiation fail, any such dispute shall be submitted by either

by the Secretary General of CITES or the ITC Executive Director, upon giving 30 (thirty) days' notice to the other Party, to the Secretary-General of the United Nations whose decision thereon shall be final and binding upon the Parties.

Article 6
Use of Name and Emblem

1. Neither Party shall use the name, emblem 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 written approval of the other Party in each case.
2. In no event will authorization of either Party's name or emblem, or any abbreviation thereof, be granted for commercial purposes.

Article 7
Intellectual Property Rights

1. Nothing in the LOA shall be construed as granting or implying rights to, or interest in, intellectual property of the Parties.
2. The Parties shall consult and mutually agree with each other in writing on the intellectual property rights relating to any activity, project or programme carried out pursuant to this LOA.

Article 8
United Nations Privileges and Immunities

1. Nothing in or relating to this LOA shall be deemed a waiver, express or implied, of any of the privileges and immunities of either Party. Should a question of privileges and immunities arise under this LOA, the Parties shall consult each other to ensure consistency of application.

Article 9
Entire Agreement and No Waiver

1. This LOA represents the complete understanding between the Parties and supersedes all prior communications and representations, whether oral or written, concerning the subject matter of this LOA.
2. Any Party's failure to request implementation of a provision of this LOA shall not constitute a waiver of that or any other provision of this LOA.

Article 10
Notification and Amendments

1. Each Party shall notify one another in writing, within thirty (30) days of any proposed or actual changes that the Party deems necessary for the execution of this LOA.

2. Upon receipt of such request, the Parties shall consult each other with a view to reaching an agreement on any actual or proposed measure(s) suggested by the other Party under Article 10(1).
3. This LOA may be amended only by mutual written agreement of the Parties signed by authorized representatives of the Parties.

Article 11 Termination

1. This LOA may be terminated by either Party by giving three (3) months prior notice to the other Party in writing.
2. Unless agreed otherwise, upon termination of this LOA, the rights and obligations of the Parties pursuant to this LOA will cease to be effective.

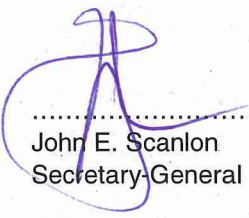
Article 12 Duration

This LOA shall be effective upon the last date of signature of the approving officials and remain in force until 31 December 2016, unless terminated in accordance with Article 10 above.


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

For and on behalf of the CITES Secretariat

**For and on behalf of the International Trade
Centre**


.....
John E. Scanlon
Secretary-General

Date: 22/1/14


.....
Arancha González
Executive Director

Date: 22/1/2014



