



SPREP
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The Pacific environment, sustaining our livelihoods and natural heritage in harmony with our cultures.

MEMORANDUM OF UNDERSTANDING (MOU)

CONV 2/5/1

6 November 2014

between

**The Secretariat of the Convention on International Trade in Endangered Species of Wild Fauna and
Flora (CITES Secretariat)**

and

The Secretariat of the Pacific Regional Environment Programme (SPREP)

(together, "the Parties")

CITES is a legally-binding treaty with 180 States Parties from six geographic regions (including Oceania) whose aim is to conserve biodiversity and contribute to its sustainable use by ensuring that no species of wild fauna or flora becomes or remains subject to unsustainable exploitation through international trade. An objective of the CITES Strategic Vision: 2008-2020 is to enhance cooperation with relevant international environmental, trade and development organizations. The Secretariat, established by Article XII of CITES, is administered by the United Nations Environment Programme and is located in Geneva, Switzerland.

SPREP is a regional, intergovernmental organisation comprising 26 members consisting of 21 Pacific Island Countries and Territories and five developed countries with direct interests in the Pacific region. The purposes of SPREP are to promote co-operation in the Pacific region and to provide assistance in order to protect and improve its environment and to ensure sustainable development for present and future generations.

Whereas SPREP and CITES have mutual interests in relation to the conservation and sustainable use of protected species of wild fauna and flora, and developing and strengthening systems, institutions, organisations and individuals concerned with their conservation and sustainable use in the Pacific region.

The Parties have reached the following understandings:

1. Objectives

1. The main objective of this Memorandum of Understanding (MOU) is to provide a framework for co-operation between SPREP and the CITES Secretariat.
2. Within this framework the Parties will consult on matters of mutual interest in an effort to collaborate on related implementation activities.

2. Collaborative Activities

The Parties agree, to the extent possible, but without limitation, to:

1. Consult each other on policy matters of mutual concern.
2. Exchange information on developments and current activities in relation to selected species of wild fauna and flora, particularly marine species.
3. Extend to each other standing invitations to be represented by observers at appropriate meetings, including the annual SPREP Meeting and meetings of the Conference of the Parties to CITES and also to co-sponsor relevant meetings.
4. Collaborate and support awareness-raising and capacity building efforts in relation to the conservation and sustainable use of CITES-listed species occurring in the Pacific islands that are the subjects of international trade.
5. Encourage States not party to CITES within the Pacific region to become Parties to CITES and to support them in putting into place the necessary legislation and procedures to meet CITES requirements.
6. Keep respective memberships informed of co-operative activities undertaken pursuant to this MOU.

3. Operational Provisions

1. This MOU constitutes an expression of a shared intention of the Parties to endeavour to develop foundations for achieving their shared objectives relating to environmental sustainability and human well-being, and developing and strengthening systems, institutions, organisations and individuals concerned with these objectives in the Pacific region.
2. Each Party's actions under this MOU shall be considered to be that Party's sole and separate action for all purposes, including liability, and neither Party shall claim to be acting on behalf of, or as agent for, the other Party to this MOU.
3. Each Party will name and keep updated focal points to co-ordinate the cooperation called for in this MOU.
4. In executing this MOU, neither Party commits to any legal or financial obligation in relation to activities to be carried out under this MOU.

4. Annexes

1. Specific work once agreed to may be attached as an Annex to this MOU.
2. Such Annex shall form an integral part of this MOU and, unless expressly provided otherwise, a reference to this MOU includes a reference to any such Annex.

5. Duration, entry into force, amendments and termination

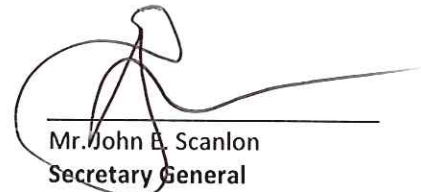
1. This MOU shall enter into force on the date the last Party signs.
2. This MOU may be amended by agreement in writing between the Parties.
3. Either Party may terminate this MOU by giving three months' written notice to the other.



Mr. David Sheppard
Director General
SPREP

Date: _____

24/11/14



Mr. John B. Scanlon
Secretary General
CITES Secretariat

Date: _____

14/11/14

ANNEX

Activities to be undertaken under this Memorandum of Understanding include, but are not limited to:

1. Sharing of relevant information with Members and Parties;
2. Joint efforts to secure a part-time or full-time CITES support officer based in SPREP;
3. Linking of websites;
4. Production and dissemination of fact sheets on CITES and its requirements for Pacific Island Countries and Territories;
5. Encouraging SPREP members who are not CITES Parties to become Parties to the Convention;
6. Capacity-building activities amongst SPREP members, including training in the issuance of CITES permits and certificates and the making of non-detriment findings as well as legal acquisition findings, preparation for meetings of the Conference of the Parties to CITES, and development of effective wildlife management and trade laws; and
7. Mutual support in combating illegal wildlife trade, including through the International Consortium on Combating Wildlife Crime or ICCWC, which comprises the CITES Secretariat, INTERPOL, the United Nations Office on Drugs and Crime, the World Bank and the World Customs Organization.

Handwritten signature and a checkmark-like mark.