

MEMORANDUM OF UNDERSTANDING (MOU) CONCLUDED
BETWEEN TRAFFIC INTERNATIONAL, ON BEHALF OF THE TRAFFIC
NETWORK, 219C, HUNTINGDON ROAD, CAMBRIDGE, CB3 0DL,
UNITED KINGDOM AND THE UNITED NATIONS ENVIRONMENT
PROGRAMME, SECRETARIAT OF THE CONVENTION ON INTERNATIONAL
TRADE IN ENDANGERED SPECIES OF WILD FAUNA AND FLORA
(THE CITES SECRETARIAT), 15, CHEMIN DES ANÉMONES,
1219 CHÂTELAINE, GENEVA, SWITZERLAND

Introduction

TRAFFIC (Trade Records Analysis of Flora and Fauna in Commerce), hereafter called TRAFFIC, and the United Nations Environment Programme, Secretariat of the Convention on International Trade in Endangered Species of Wild Fauna and Flora, hereafter called the CITES Secretariat, recognising the similarity of mandates and complementary roles, have reached the following understanding.

Through this understanding it is considered mutually advantageous to develop a formal mechanism for collaboration between the two agencies, in the realm of strengthening the implementation and enforcement of CITES, with the purpose to undertake joint activities for capacity building.

Background

The CITES Secretariat has, among other objectives, to support countries in the implementation of the Convention. With respect to capacity building, a regional and sub-regional approach is established, with a major focus on assisting developing countries. The CITES Secretariat seeks to develop a presence in all regions, to implement regional and sub-regional capacity building activities, in a collaborative manner with selected partners. Examples of potential activities could include training seminars, creation of awareness materials, translation of training materials into local languages, and the inclusion of CITES issues in the agendas of region-specific environmental meetings.

TRAFFIC is the joint wildlife trade-monitoring programme of WWF-World Wide Fund for Nature and IUCN-The World Conservation Union. TRAFFIC is an international network, with culturally diverse staff, based in offices on five continents, in 20 countries and territories, with ongoing research and activities in dozens of others. The main goal is to ensure that trade in wildlife is at sustainable levels. TRAFFIC recognises the diversity of cultural perspectives related to consumptive use of wildlife. Since its founding in 1976, it has grown to become the world's largest wildlife trade monitoring programme, and a global expert on wildlife trade issues. TRAFFIC actively monitors and investigates wildlife trade, and provides its information to a diverse audience world-wide, as a basis for effective conservation policies and programmes. This non-governmental organisation often undertakes its activities in close collaboration with governments and the CITES Secretariat.

Capacity building activities have been implemented in the past when opportunities arose, by the TRAFFIC Network, often in collaboration with the CITES Secretariat and governments, with a national or regional focus. TRAFFIC and the CITES Secretariat recognise the great significance of creating a better understanding of CITES and the associated international trade in wildlife, including illegal

trade, at all levels, in all countries. Through this agreement they will jointly endeavour, where appropriate, to implement a structured, strategic approach to the application of resources and assistance, for CITES capacity building.

Agreement

The overall purpose of this agreement is to facilitate the collaboration between TRAFFIC and the CITES Secretariat, in the realm of capacity building.

This agreement designates the regional and national offices of the TRAFFIC Network as *CITES Capacity Building Collaborating Centres* (CBCC), in order to develop jointly, with the CITES Secretariat, capacity building activities with a regional and sub-regional emphasis. The definition and potential role of a CITES CBCC is defined in the supporting document, attached as an annex to this MoU.

The agreement is held between the CITES Secretariat and TRAFFIC International, the headquarters of the TRAFFIC Network.

Goal

To ensure that CITES is implemented and enforced effectively, through the application of capacity building mechanisms, undertaken in a partnership approach, with a strategic regional emphasis.

Objectives

The main objectives of this agreement are as follows:

1. To set up the basis for co-operation on CITES capacity building.
2. To develop jointly activities in order to establish a network for communication and liaison among CITES Parties and non-Parties.
3. To consolidate jointly efforts to assist capacity building of national CITES structures, to enable them to use CITES-related information and implement associated CITES procedures. Within the framework of this MoU, TRAFFIC and the CITES Secretariat will jointly undertake, where appropriate:
 - priority setting and targeting for cost-effective application of resources;
 - fund-raising activities based on priorities identified;
 - user needs assessments;
 - meeting needs where practicable, such as training;
 - development and application of technical assistance, such as training materials; and
 - monitoring and evaluation of the effectiveness of the capacity building efforts applied.
4. To develop jointly public domain training packages and associated support documents, TRAFFIC will assist the CITES Secretariat in compiling and disseminating these materials. The signatories will work together when and where appropriate, to develop and implement capacity building "tool kits" with a regional emphasis, that assist the CITES Parties in a region, to better implement and enforce CITES.

5. Endeavour to undertake jointly activities; to specifically address increasing the awareness of 'decision-makers' and the 'general public', of CITES related issues.

Justification

The signatories recognise that there is a great demand by the Parties to CITES for assistance with capacity building for implementation and enforcement of CITES. Currently, the demands greatly outweigh available resources. The CITES Secretariat is recognised as the organ responsible for administering CITES, and TRAFFIC is recognised as technical experts, with broad regional coverage. To date, collaboration to assist with capacity building has been *ad hoc*. The potential benefits of a formal and structured collaboration are evident. For example, within the context of this MoU, the signatories agree to develop joint proposals in areas of mutual interest, associated with CITES capacity building issues. These areas will be jointly established by both signatories, and subject to periodic review. This process will pool resources based upon the strengths of both partners.

Both Parties agree that it is more effective if there is better communication on capacity building needs and opportunities, particularly within regions/sub-regions, where there are many similarities across political boundaries between CITES Parties and between Parties and non-Parties.

Both signatories recognize that the value of information is in its use, and that dissemination of information through various means, assists in making this information available for use. Information related to CITES is not typically produced in a format that can be assimilated easily by decision makers, at the national or regional levels. Thus, decision-makers are not best-exposed to valuable information that could enable them to make better-informed decisions.

Timeframe

The signatories agree to implement a yearly workplan. This workplan forms the core of the joint activities and is based upon mutual priorities and targets, established no later than one calendar month prior to the workplan coming into effect. However, the signatories may suggest *ad hoc* activities, if seen as appropriate. These *ad hoc* activities would be subject to mutual approval. The present MoU shall enter into force on the date when both signatures are collected. It is a yearly renewable agreement, where the signatories will communicate to each other, two months before the end of the agreement, about its renewal.

Procedures,

1. This agreement does not imply any transfer of funds between the Parties.
2. Both Parties will, in a co-ordinated approach, develop project proposals in relation to CITES capacity building, and contact various donors, presenting the project proposals for eventual funding.
3. On activities for which funding has been secured, the CITES Secretariat and TRAFFIC will develop joint working plans.
4. The parties to this agreement shall keep each other informed of their respective policy approaches and periodic activities and programmes and,

where necessary, consult on matters of common interest which in their opinion are likely to lead to mutual collaboration.

5. Each institution will nominate a contact person who will be the main person responsible for assuring the implementation of this MoU.

Legalities

1. The CITES Secretariat will have no liability for any risk to TRAFFIC or its personnel, arising as a result of the work carried out under this agreement, whether undertaken on the premises of TRAFFIC or elsewhere.
2. TRAFFIC will have no liability for any risk to the CITES Secretariat or its personnel, arising as a result of the work carried out under this agreement, whether undertaken on the premises of CITES Secretariat or elsewhere.
3. TRAFFIC shall refrain from any action that may arise under this agreement, which adversely affects the CITES Secretariat or the United Nations, and shall fulfil its commitments with fullest regard for the interest of the United Nations.
4. The CITES Secretariat shall refrain from any action that may arise under this agreement, which adversely affects TRAFFIC.
5. Arbitration: Any dispute arising out of, or in connection with, this MoU shall, if attempts at settlement by negotiations have failed, be submitted to arbitration in the United Nations, New York, by a single arbitrator agreed upon by both parties. Should the parties be unable to agree on a single arbitrator within thirty days of their request for arbitration, then each party may request the appointment of a third arbitrator by the President of the United Nations Commission on International Trade Law. The arbitrator shall rule on the costs, which may be divided between the parties. The decision rendered in the arbitration shall constitute the final adduction of the dispute.

Signed: _____

Signed: _____

For TRAFFIC International
Mr. Steven Broad
Executive Director

For the CITES Secretariat
Mr. W. Wijnstekers
Secretary General

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Cambridge
CB3 0DL
United Kingdom

15, chemin des Anémones
1219 Châtelaine
Geneva
Switzerland

Date: 1 November 1999

Date: 1 November 1999

UNEP Certifying Officer: _____

ANNEX

Tasks to be considered for a CITES Capacity Building Collaborating Centre (CITES CBCC) (non exhaustive)

The assigned CITES CBCC and the CITES Secretariat will work jointly:

- To further develop current training packages and associated support material, tailoring these packages to the needs of the region and sharing these experiences with other centres of the CITES network.
- To strengthen the CITES network at sub-regional level, by identifying potential institutions/organizations and/or individuals (police, customs, judges), that with their own expertise will assist in improving the implementation of CITES inside the Parties in the sub-region.
- To identify needs assessment in relation to CITES issues (training, enforcement, legislation, etc.) of the sub-region, and propose eventual actions for assistance to the Parties. Priority setting is based upon ensuring that the actions meet the needs of a client-driven request.
- To develop project proposals and support the associated fund-raising activities among potential donors where priority actions have been identified.
- On activities for which funding is secured, to jointly organize them, jointly preparing the associated agenda(s), the development of the activity, the creation of the final report and suggestions for future actions.
- When severe anomalies of implementing the Convention are detected, to assist the CITES Secretariat reporting the anomalies and where appropriate providing scientific support (e.g. statistical data and information). The Secretariat will then inform the Parties of the sub-region accordingly. These data will then be used to adapt the current strategy for the sub-region, to be able to accommodate solutions to address jointly such anomalies.
- If funding for meetings is secured, the CITES CBCC shall participate at the meetings of CITES Capacity Building Collaborating Centres. These meetings shall further develop a capacity building strategy for the sub-region, exchange experiences and lessons learnt among the centres, further develop materials and inform all other centers about the individual strategies and activities of each institution.
- To participate in a co-ordinated effort among the various collaborating centres; in order to maintain a coherent approach for the whole network, avoiding duplication of efforts and/or activities.
- To promote communication between CITES Parties and between Parties and non-Parties. Providing advice and facilitating meetings and exchange of information.