

[SC62 Doc. 14.4](#)
[Annex 1](#)

DRAFT MEMORANDUM FOR COOPERATION BETWEEN THE FOOD AND AGRICULTURE ORGANIZATION OF THE UNITED NATIONS (FAO) AND THE SECRETARIAT OF THE CONVENTION ON INTERNATIONAL TRADE IN ENDANGERED SPECIES OF WILD FAUNA AND FLORA

This Memorandum for Cooperation is initiated between the [Forestry Department of the Food and Agriculture Organization of the United Nations](#), hereinafter referred to as "FAO [Forestry](#)", ~~of the one part~~, and the Secretariat of the Convention on International Trade in Endangered Species of Wild Fauna and Flora", hereinafter referred to as "CITES" ~~of the other part~~. FAO [Forestry](#) and CITES, hereinafter are jointly referred to as the Participants.

INTRODUCTION

Both Participants [recognize the benefits that arose from the 2006 Memorandum of Understanding on commercially exploited aquatic species and would, therefore, see potential benefit in having are aware of the need to provide](#) an effective framework [for cooperation with regard to biological conservation and sustainable use of forest resources](#) which takes into account the increasing volume and importance of the work of both FAO [Forestry](#) and CITES on biological conservation and sustainable resource use, [as it relates to consistent with](#) their respective mandates, ~~and the various aspects of the cooperation between FAO and CITES. They desire to ensure harmony and synergy in the work of the two Participants, to better serve their respective member States.~~

FAO [Forestry](#) and CITES are resolved to act in close cooperation, on matters of mutual interest [regarding forestry issues](#), with a view to harmonizing the efforts of both secretariats towards greater effectiveness, as far as possible, [having due regard to consistent with](#) their respective objectives, mandates and functions, as described below.

Therefore, the Participants, share the views as follows:

ITEM I

Purpose

The purpose of this Memorandum for Cooperation is to establish a framework for cooperation [between FAO Forestry and CITES in the area of biological conservation and sustainable resource use](#) of [relevance to food and agriculture, fisheries, forestry, and wildlife forest resources](#), with a view to [promoting synergy between the Participants, ensuring encouraging](#) complementarity, where appropriate, and mutual support in their work [within their respective mandates](#), - and better serving the member States of FAO and CITES.

ITEM II

Representation

Each Participant should invite the other to participate, without the right to vote, in the deliberations of its governing bodies and of other bodies where matters of particular concern to the other Participant are considered, and in which it may have or has indicated that it has an interest. Representatives of the Participant so invited should be afforded full opportunity to present its views on matters within the scope of its activities and mandate, [subject to the applicable Rules of Procedure and any decisions of the member States/Parties of CITES and FAO](#).

ITEM III

Exchange of Information

1. The Participants should regularly exchange information regarding their relevant activities and positions.
2. Each Participant should inform its member States of relevant activities of the other Participant, or, as appropriate, provide an opportunity for the other Participant to do so.

3. The Participants should keep each other informed of their relevant activities and positions in other organizations and forums, ~~and, as far as possible, coordinate their positions.~~

~~4. In this context, and subject to such arrangements as may be necessary to safeguard confidential matters, the Participants should cooperate in the preparation of official documents, by making available drafts of the relevant documents, and providing technical advice and input, where appropriate and feasible. The Participants should remind CITES Parties and FAO Member States of the importance of cooperation between CITES and FAO Forestry at the national level, and to promote improved communication, collaboration, and information exchange among national representatives to FAO and national CITES authorities.~~

ITEM IV

Cooperation

Cooperation under this Memorandum for Cooperation should include:

a. ~~Ensuring-Encouraging~~ the regular exchange of information, as provided for in Item III, on relevant issues and activities, including relevant decisions of the Conference of the Parties to CITES and its subsidiary bodies, and of FAO governing bodies.

b. The establishment of ~~specific Memoranda covering~~ specific areas of work or joint work programmes, ~~such as; with regard to commercially exploited aquatic species, timber and non-timber forest tree-species, wildlife species,~~ and ~~associated~~ capacity strengthening of common member countries for implementation of CITES decisions. Such ~~Memoranda joint work programmes~~ will be appended to the present Memorandum for Cooperation, for information.

c. The participants agree and acknowledge that the present memorandum is without prejudice to the ~~legal~~ status of the MoU ~~on commercially exploited aquatic species which is attached as Annex 4,~~ and which shall continue to be ~~binding and in force in effect.~~

d. Cooperation between the Participants, ~~consistent with each Participant's mandate,~~ in the implementation of agreed joint activities and joint programmes of work, as provided for in ~~Article/Item V,~~ and ~~subject to the oversight of their respective governing bodies.~~

e. Cooperation, where appropriate and possible, between the Participants in activities undertaken within their separate programmes of work, with a view to seeking harmony, synergy and coherence ~~in matters relating to timber and non-timber forest species,~~

~~and to reducing the reporting burden on the member States of FAO and CITES.~~

f. ~~Supporting-Encouraging, as appropriate,~~ participation of each Participant in the meetings of subsidiary or governing bodies, and relevant working or liaison groups.

g. Cooperation between the Participants, as appropriate, to facilitate capacity building in developing countries and countries with economies in transition on ~~forestry~~ issues relating to species of interest to both Participants which are listed or may be listed on the CITES Appendices.

~~h. Cooperation between the Participants to ensure adequate consultations in the scientific and technical evaluation of proposals for including species in the CITES Appendices, transferring between those Appendices, or deleting from those Appendices, species of interest to both organizations based upon their respective mandates and the criteria agreed by the Parties to CITES.~~

~~i. Cooperation between the Participants in addressing scientific, technical, socio-economic and legal issues relating to the listing of species in the CITES Appendices and the implementation of such listings, as appropriate.~~

ITEM V

Joint activities and joint programmes of work

1. In order to promote cooperation within the context of this Memorandum for Cooperation, and in order to develop joint actions to address issues of mutual relevance, either of the Participants may propose joint activities or joint programmes of work, ~~subject to the approval of their respective governing bodies or member States/Parties,~~ aimed at specific objects of cooperation. Such joint activities or joint programmes of work should specify the objectives, areas of work, planned outputs, timetable, responsibilities and financial obligations of the Participants, and specify any other sources of funds, as well as staffing responsibilities. In implementing such joint activities and joint programmes of work, the Participants may jointly ~~confirm-decide~~ ~~to cooperate~~ ~~with~~ other organizations and agencies, including funding agencies, ~~subject to approval of their member States/Parties.~~

2. Such joint activities and joint programmes of work may be modified by the written mutual consent of the Participants, ~~subject to the approval of each Participant's governing body or member States/Parties.~~

3. Where necessary within the context of confirmed joint activities or programmes of work, either Participant may second staff to the other Participant, and make other relevant administrative arrangements.

ITEM VI

Financial implications

1. Any minor and ordinary expenditure relating to the implementation of this Memorandum for Cooperation should be borne by the respective Participant.

2. ~~Unless otherwise confirmed, neither Participant will be legally or financially liable in any way for activities carried out jointly or independently under this Memorandum for Cooperation. Nothing in this Memorandum of Cooperation is intended to affect any issues relating to legal or financial liability of the Participants.~~ If the cooperation proposed by one of the Participants to the other in accordance with this Memorandum of Cooperation entails expenditure beyond minor and ordinary expenditures, the two Participants shall consult to determine the availability of the resources required, the most equitable way of meeting such expenditure and, if resources are not available, the most appropriate ways to obtain the necessary resources. If necessary and if confirmed by the ~~two~~ Participants' governing bodies or member States/Parties, the Participants, they may jointly seek in-kind and financial resources from other organizations and agencies, including funding agencies, for their joint activities and joint programmes of work. Separate letters of intent or other arrangements, with specific budgets and resource identification, may be formulated for individual activities involving the commitment of financial resources by either signatory, subject to approval by the participants' governing bodies or member States/Parties.

ITEM VII

Implementation of this commitment

1. The Assistant Directors-General of the FAO Forestry Departments ~~concerned~~ and the Secretary-General of CITES may make the arrangements necessary for ensuring satisfactory implementation of this Memorandum for Cooperation, including through the establishment of specific Memoranda covering development of specific areas of work or joint work programmes, subject to the approval of the CITES Parties and the FAO Member States.

2. Both Participants will regularly report, ~~as appropriate,~~ to their governing bodies and subsidiary bodies, on progress made in the implementation of this Memorandum for Cooperation and, ~~where necessary,~~ seek further guidance and endorsement regarding existing and new areas of cooperation.

ITEM VIII

Focal Points

The ~~Assistant Director-General of the FAO Fisheries and Aquaculture Department and the~~ Assistant Director-General of the FAO Forestry Department, ~~in their respective areas of responsibility,~~ and the Secretary-General of CITES are the focal points for the purposes of this Memorandum for Cooperation, in particular for official communications and the exchange of information. The Participants may, however, designate separate focal points in the case of joint activities and programmes of work, ~~and in relation to specific legal and policy instruments.~~

ITEM IX

Commitments with other organizations

This Memorandum for Cooperation is without prejudice to commitments formulated by either Participant with other organizations, or programmes within the United Nations System.

ITEM X

Modification of this Memorandum for Cooperation

This Memorandum for Cooperation may be modified by written mutual consent of the Participants, subject to the approval of their respective governing bodies.

ITEM XI

Termination

This Memorandum for Cooperation will remain in ~~force~~effect unless terminated by 90 days' written notice served by one Participant upon the other, following approval by the Participants' respective governing bodies, or replaced by another commitment.

ITEM XII

Privileges and Immunities, Settlement of Problems

1. Nothing in this Memorandum for Cooperation or in any document or activity related thereto should be construed as a waiver of the privileges and immunities of the Participants.
2. Any dispute relating to the interpretation or implementation of this Memorandum for Cooperation should be settled by consultations between the Participants.

ITEM XIII

Duration

This Memorandum for Cooperation will commence upon signature by the Director-General of FAO and the Secretary-General of CITES.

On behalf of the Food and Agriculture Organization
of the United Nations

On behalf of CITES

Date: Date: