

MEMORANDUM OF UNDERSTANDING

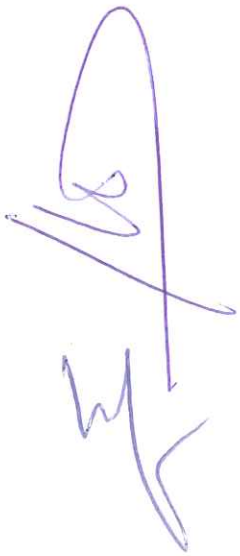
BETWEEN


THE UNIVERSIDAD INTERNACIONAL DE ANDALUCÍA
(Monasterio de la Cartuja, Calle Américo Vespucio, 2, Isla de la Cartuja, 41092 Sevilla,
España)

and

**THE SECRETARIAT OF THE CONVENTION ON INTERNATIONAL TRADE
IN ENDANGERED SPECIES OF WILD FAUNA AND FLORA**
(15, chemin des Anémones 1219 Châtelaine , Geneva, Switzerland)

1. This Memorandum of Understanding (MoU) is agreed between the Secretariat of the Convention on International Trade in Endangered Species of Wild Fauna and Flora (CITES Secretariat) and the Universidad Internacional de Andalucía (UNIA), referred to below as the 'parties'. The principal purpose of the MoU is to establish a formal basis of cooperation between the UNIA and the CITES Secretariat in support of web-based capacity building activities.
2. One of the primary goals of the Strategic Vision adopted by the Parties to CITES is the enhancement of national capacities to implement the Convention. With respect to this goal, the CITES Secretariat designs and implements capacity building courses and creates instructional materials and resources to assist Parties and stakeholders to better understand and implement the Convention.
3. UNIA has established a post-graduate programme in management, access and conservation of species in trade in order to provide students with high quality training specialized in the scientific bases, techniques and instruments that make it possible to implement and develop the major Multilateral Environmental Agreements, especially the Convention on International Trade in Endangered Species of Wild Fauna and Flora (CITES).
4. The CITES Secretariat and UNIA recognize the potential benefits to CITES Parties and stakeholders of establishing a formal basis for enhancing collaboration in the design of web-based instructional materials and in the implementation of web-based non-credit courses to enhance the capacity of CITES Authorities to implement more effectively the Convention and to increase awareness among all stakeholders of the role and purpose of the Convention.



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5. The objectives of this agreement relate only to the scope of activities to be carried out by the UNIA and the CITES Secretariat, which are as follows:
 - a. To establish the basis for formal collaboration between the CITES Secretariat and UNIA with regard to the use of UNIA's virtual education platform for the development and delivery of web-based capacity building courses and instructional materials in support of the CITES Virtual College;
 - b. To collaborate, as appropriate and subject to available resources, in the design and implementation of web-based capacity building courses and instructional materials through the UNIA's virtual education platform;
 - c. To research, as appropriate and subject to available resources, the effectiveness of the courses and course materials and the use of UNIA's virtual education platform by participants.
 6. These collaborative activities include, but are not limited to:
 - i. Provision of access by registered participants to CITES courses and materials hosted on UNIA's virtual education platform;
 - ii. Sharing of instructional materials, resources and expertise in the design and implementation of electronic capacity building courses and instructional materials;
 - iii. Technical advice related to use of UNIA's virtual education platform;
 - iv. Joint efforts to increase awareness of existing courses and instructional materials for Parties and interested public.
 - v. Provide links from the CITES website to the UNIA's website with a view to better informing Parties and interested public about UNIA's educational programmes, initiatives and resources.
 7. This agreement does not imply any transfer of funds between the parties and specific activities pursuant to this MoU will be agreed in advance by the nominees referred to in clause 8.
 8. The CITES Secretariat and UNIA will each nominate 2 contact persons who will be the main persons responsible for assuring the implementation of this MoU.
 9. Neither the CITES Secretariat nor UNIA will have any liability to the other party or its personnel arising from work carried out under this agreement and each party hereto shall refrain from taking any action under this agreement which may adversely affect the other party.

10. Any controversy or claim arising out of, or in accordance with this Memorandum or breach thereof, shall, unless it is settled by direct negotiation, be settled in accordance with UNCITRAL Arbitration Rules as at present in force. The parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy or claim.
11. Nothing in or relating to this Memorandum shall be deemed a waiver of any of the privileges and immunities of the United Nations.
12. This Memorandum shall enter into force upon signature by both parties and shall have a duration of five years. At the time of expiry, it may be extended for another five years by mutual express consent of the two parties.
13. This Memorandum may be revoked by either party by giving three months' written notification to the other party. It can be modified by mutual consent.
14. This Memorandum was drafted in English and Spanish.

The CITES Secretariat



Willem Wijnstekers
Secretary-General

Date: may 26, 2008

UNIA



un
i Universidad
Internacional
de Andalucía

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Juan Manuel Suárez Japón
Rector

Date: may 26, 2008