

MEMORANDUM OF UNDERSTANDING BETWEEN  
THE BOARD OF TRUSTEES, ROYAL BOTANIC GARDENS, KEW, RICHMOND,  
SURREY, TW9 3AB, UNITED KINGDOM AND THE SECRETARIAT OF THE  
CONVENTION ON INTERNATIONAL TRADE IN ENDANGERED SPECIES  
OF WILD FAUNA AND FLORA, 15, CHEMIN DES ANÉMONES  
1219 GENEVA – CHÂTELAINE, SWITZERLAND

1. The Board of Trustees of the Royal Botanic Gardens, Kew (hereafter called Kew) and the Secretariat of the Convention on International Trade in Endangered Species of Wild Fauna and Flora (hereafter called CITES Secretariat) recognize the complementary role each have with respect to capacity building related to CITES-listed plant species.
2. The CITES Secretariat has as one of its objectives to improve the capacity of the Parties to implement the Convention. With respect to this capacity building, a regional and subregional approach has been established. The CITES Secretariat seeks to implement regional and subregional activities in a collaborative manner with selected partners. Potential activities include training seminars, creation of awareness materials and the inclusion of CITES issues in the agendas of environmental meetings.
3. Kew, as Scientific Authority for flora of the United Kingdom of Great Britain and Northern Ireland, has amongst its tasks the preparation of training materials for UK Customs (which are of use also in the rest of the European Union and many other countries), awareness materials and teaching sections on CITES for various national and international courses.
4. It is therefore considered mutually advantageous to develop a formal mechanism for collaboration between the two agencies and to facilitate the collaboration between Kew and the CITES Secretariat with respect to capacity building for CITES implementation for plants.
5. The main objectives of this agreement:
  - To establish the basis for cooperation on CITES capacity building;
  - To develop joint public-domain training packages with associated support documents;
  - To develop joint capacity-building activities for national CITES bodies which will enable them to use CITES-related information and to properly implement CITES procedures.
  - These activities will involve but are not limited to:
    - Fund-raising based on identified priorities;
    - User needs assessments;
    - Development and application of technical assistance, such as training materials;
    - Monitoring and evaluation of the effectiveness of the capacity-building effort; and
    - Efforts to undertake joint activities to increase public awareness of CITES-related issues.

6. The signatories agree to adopt and implement a work plan for each period between two meetings of the Conference of the Parties, based on mutual priorities and targets. However, each of the signatories may suggest *ad hoc* activities, if considered appropriate and subject to mutual agreement.
7. Both signatories will, in a coordinated approach, develop project proposals in relation to CITES capacity building and contact potential donors for funding.
8. The signatories shall keep each other informed of progress made in implementing the work plan referred to above, their respective policy approaches and periodic programmes and, where necessary, consult on matters of common interest which are likely to lead to mutual collaboration.
9. This agreement does not imply any transfer of funds between the signatories.
10. Kew and the CITES Secretariat will each nominate a contact person who will be the main person responsible for assuring the implementation of this MoU.
11. The CITES Secretariat will have no liability for any risk to Kew or its personnel arising as a result of work carried out under this agreement and shall refrain from any action that may arise under this agreement which adversely affects Kew.
12. Kew will have no liability for any risk to the CITES Secretariat or its personnel arising as a result of work carried out under this agreement and shall refrain from any action that may arise under this agreement which adversely affects the CITES Secretariat.
13. Any dispute, controversy or claim arising out of, or in connection with this Memorandum shall, unless it is settled by direct negotiation, be settled in accordance with UNICTRAL 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.

Signatures:

The CITES Secretariat

Board of Trustees, RBG Kew

Willem Wijnstekers  
Secretary-General  
Date: 9 August 2004

Prof. Peter R. Crane FRS  
Director  
Date: 30 August 2004