

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE UNITED NATIONS CONFERENCE ON TRADE AND DEVELOPMENT

AND

**THE SECRETARIAT OF THE CONVENTION ON INTERNATIONAL TRADE IN
ENDANGERED SPECIES OF WILD FAUNA AND FLORA**

Preamble

WHEREAS, the United Nations Conference on Trade and Development (hereinafter where appropriate, referred to as "UNCTAD") is "the focal point within the United Nations for the integrated treatment of trade and development and the interrelated issues in the areas of finance, technology, investment and sustainable development";

WHEREAS, the Convention on International Trade in Endangered Species of Fauna and Flora (hereinafter referred to as "CITES") is a multilateral environmental agreement established to ensure that international trade in specimens of wild animals and plants is legal, sustainable and traceable;

WHEREAS, the secretariats of UNCTAD and CITES share similar objectives regarding the protection of wild fauna and flora within the context of sustainable trade and development, and both institutions would benefit from increased communication and collaboration between the secretariats;

NOW THEREFORE, the secretariats of UNCTAD and CITES, in order to strengthen the cooperation between the UNCTAD BioTrade Initiative and CITES programmes, have agreed as follows:

Article I

Purpose of the Agreement

1. The main purpose of cooperation between the secretariat of CITES and the BioTrade Initiative is to ensure the conservation of species, enhance the livelihoods of poor people in remote and marginal areas and promote business opportunities for entrepreneurs that comply with CITES requirements and national legislation. Particular attention is paid to the role of economic incentives for sustainable management of CITES Appendix II and III-listed species and benefit sharing with local.

Article II

Areas of Cooperation

2. The signatories will communicate and exchange information regularly and bring to each other's attention general information of common interest and areas of concern where there is a role for the other to play or where there are implementation issues that

need to be considered. The signatories will be invited as observers to meetings under their respective auspices where subjects that are of common interest will be discussed.

3. The signatories will cooperate as appropriate to facilitate capacity building in developing countries and countries with economies in transition on issues relating to the organization of the value chain for species listed in the CITES Appendices II and III.
4. The BioTrade Initiative will work together with CITES to ensure adequate consultations between BioTrade focal points and CITES authorities for including species listed in the CITES Appendices in national BioTrade programmes based on the sustainability criteria agreed by the Parties to CITES, and both signatories will address technical and legal issues relating to the species concerned.
5. The secretariat of CITES will periodically report on work completed under the MOU to the Conference of the Parties to CITES while the BioTrade Initiative will follow standard reporting procedures and requirements of the United Nations.

Article III

Administrative and financial modalities

6. Unless otherwise agreed, neither signatory will be legally or financially liable in any way for activities carried out jointly or independently under this Memorandum of Understanding ("MOU"). Separate letters of agreement or other arrangements, with specific budgets and resource identification, will be concluded for individual activities involving the commitment of financial resources by either signatory and will be implemented subject to the budgetary provisions and the administrative rules and regulations of the United Nations.

Article IV

Status of the Parties

7. Nothing in this MOU shall be deemed or construed to create, or have been intended to create, a partnership, joint venture, employment or agency relationship between the Parties.
8. No provision of this MOU shall be construed as in any way interfering with UNCTAD and CITES decision-making processes with regard to their own respective affairs and operations. Each Party will bear its own costs incurred in the implementation of its responsibilities under this MOU.

Article V

Consultations

9. Each party shall accept to enter promptly into consultations at the request of the other party with respect to any matter arising in relation to this MOU.

Article VI

Confidentiality

10. Each party shall not disclose to any third party confidential information obtained in connection with this MOU without the prior consent of all relevant parties. This

obligation of confidentiality shall not expire notwithstanding the withdrawal of any party from this MOU or the termination of this MOU in accordance with its provisions.

Article VII

Settlement of Disputes

11. Any dispute arising out of this MoU shall be resolved in good faith by direct negotiations between the parties. In the case no definitive resolution could be reached, the matter shall be referred to the Secretary-General of the United Nations, which decision shall be accepted by the parties as the final and binding resolution of the matter.

Article VIII

Privileges and Immunities

12. Nothing in or relating to this Agreement shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs.


Article IX

Entry into force and termination

13. This MOU will take effect on the date of signature by both signatories. It will remain in force unless terminated by 90 days' written notice served by one upon the other, or replaced by another agreement. Without prejudice to the foregoing, steps shall be taken to ensure that termination of this MOU will not be prejudicial to any activities or programmes undertaken within the framework of the MOU. It may be amended by written mutual agreement.

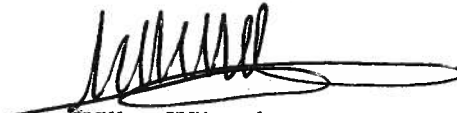
IN WITNESS WHEREOF, the signatories hereto have signed this MOU in two original copies in the English language on the date herein below indicated.

On behalf of UNCTAD:


Supachai Panitchpakdi
Secretary-General of UNCTAD

Geneva, 11 March 2010

On behalf of CITES:


Willem Wijnstekers
Secretary-General of CITES

Geneva, 11 March 2010