



Convention on  
Biological Diversity



**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE SECRETARIAT OF THE CONVENTION ON BIOLOGICAL DIVERSITY  
AND  
ARAB ORGANIZATION FOR AGRICULTURAL DEVELOPMENT**

**WHEREAS** the Secretariat of the Convention on Biological Diversity (hereinafter referred to as "SCBD"), is established under Article 24 of the Convention on Biological Diversity and is administered by the United Nations Environment Programme, to provide secretariat services to the Parties to the Convention and its Protocols and to support them in their efforts to implement the Convention and the Protocols;

**WHEREAS** SCBD supports efforts towards the achievement of the three objectives of the Convention and the Strategic Plan for Biodiversity 2011-2020;

**WHEREAS** the Arab Organization for Agricultural Development (hereinafter referred to as "AOAD") is one of the specialized Arab organizations, functioning under the umbrella of the League of Arab States and has the mandate to coordinate between different policies in agriculture, natural and human resources as well as economic development, in order to achieve the ultimate goal of a fully integrated Arab economies;

**WHEREAS** SCBD and AOAD (hereinafter collectively referred to as "Parties") share common objectives with regard to the conservation and sustainable use of biological diversity and the fair and equitable sharing of the benefits arising from the use of genetic resources, and wish to collaborate to further these common objectives within their respective mandates and governing rules and regulations;

**WHEREAS** the Parties intend to conclude this Memorandum of Understanding (hereinafter referred to as "MOU") with the aim of consolidating, developing and detailing their cooperation and effectiveness to achieve the common objectives in the field of biodiversity and the environment;

**NOW, THEREFORE, SCBD AND AOAD HAVE AGREED TO COOPERATE UNDER THIS MEMORANDUM OF UNDERSTANDING AS FOLLOWS:**

**Article 1  
Interpretation**

1. References to this Memorandum of Understanding (MOU) shall be construed as including any annexes, as varied or amended in accordance with the terms of this MOU. Any annexes shall be subject to the provisions of this MOU, and in case of any inconsistency between an annex and this MOU, the latter shall prevail.

Parties' initials:

2. Implementation of any subsequent activities, projects and programmes pursuant to this MOU, including those involving the transfer of funds between the Parties, shall necessitate the execution of appropriate legal instruments between the Parties. The terms of such legal instruments shall be subject to the provisions of this MOU.

3. This MOU represents the complete understanding between the Parties and supersedes all prior communications and representations, whether oral or written, concerning the subject matter of this MOU.

4. Any Party's failure to request implementation of a provision of this MOU shall not constitute a waiver of that or any other provision of this MOU.

## **Article 2 Duration**

This MOU shall be effective upon the last date of signature of the approving officials and remain in force until 10 March 2024, unless terminated in accordance with Article 15 below.

## **Article 3 Purpose**

1. The purpose of this MOU is to provide a framework of cooperation and understanding, and to facilitate collaboration between the Parties to further their shared goals and objectives in regard to the conservation, sustainable use of biological diversity, access to and benefit-sharing from the use of genetic resources; and safe handling, transport and use of living modified organisms.

2. The objectives of this MOU shall be achieved through:

a. Regular dialogue and meetings between SCBD and AOAD;

b. Execution of a separate legal instrument between the Parties to define and implement any subsequent activities, projects and programmes, where appropriate and pursuant to Article 1, paragraph 2, above.


## **Article 4 Areas of Cooperation**

1. Areas of cooperation are agreed jointly through the cooperation mechanism in the MOU. Policies and priorities under this MOU may also be jointly reviewed periodically by the Parties pursuant to Article 5 below to allow the Parties to respond to new and emerging issues in the realm of biological diversity, in particular agricultural biodiversity, environment and sustainable development.

2. The Parties have agreed to the following preliminary and overarching areas of cooperation for this MOU, which form part of SCBD's mandate and programme of work and have been approved by the Conference of the Parties to the Convention. The items listed below are also priorities or ongoing activities of AOAD, in accordance with its mandate. All could be strengthened through the cooperation of the Parties.

a. Support the implementation and review of the Strategic Plan for Biodiversity 2011-2020,

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- including the achievement of the Aichi Biodiversity Targets;
  - b. Support the preparation of the post-2020 global biodiversity framework;
  - c. Support the development of plausible pathways towards the 2050 Vision of the Strategic Plan for Biodiversity 2011-2020 by engaging the League of Arab States in the process to develop the biodiversity agenda and framework beyond 2020;
  - d. Contribute to enhancing synergies among the three Rio Conventions<sup>1</sup>.
3. The above list is not exhaustive and should not be taken to exclude or replace other forms of cooperation between the Parties on other issues of common interest.

## Article 5 Organization of the Cooperation

1. The Parties shall hold regular bilateral meetings on matters of common interest, in accordance with an agenda agreed to in advance by them, for the purpose of developing and monitoring collaborative projects. Such meetings shall take place at agreed intervals to:
  - a. discuss technical and operational issues related to furthering the objectives of this MOU;
  - b. review progress of work undertaken by AOAD in the priority areas of cooperation mentioned in Article 4 above; and
  - c. review progress of any project or activity under a separate legal instrument that may be agreed in accordance with Article 1, paragraph 2, above.
2. Within the context defined above, further bilateral meetings at expert level shall be encouraged and set up on an ad hoc basis by the relevant SCBD divisions and AOAD to address matters of common interest for the implementation of activities in specific areas, and countries and regions covered by AOAD.
3. Where there are initiatives to developing and implementing activities, projects and programmes in the agreed priority areas, the Parties shall execute a separate legal instrument in accordance with Article 1, paragraph 2 above. In identifying the areas of cooperation under this MOU, due regard shall be given to AOAD's geographic coverage; capacity for implementation and experience in the related field.
4. Where each Party is organizing a meeting with external participation at which policy matters related to the aims of this MOU shall be discussed, that Party shall, as appropriate, either notify or invite the other Party to participate in the meeting or update it on relevant policy matters discussed at the meeting.
5. The Parties agree to designate as focal points for the activities under this MoU:
  - a. for SCBD: Programme Management Officer for agriculture and inland waters biodiversity; Biodiversity Science, Policy and Governance Unit; Science, Society and Sustainable Futures Division.
  - b. for AOAD:

<sup>1</sup> The Convention on Biological Diversity, the United Nations Convention to Combat Desertification and the United Nations Framework Convention on Climate Change.

Parties' initials:



**Article 6**  
**Status of the Parties and their Personnel**

1. The Parties acknowledge and agree that AOAD is an entity separate and distinct from the United Nations, including SCBD. The employees, personnel, representatives, agents, contractors or affiliates of AOAD, including the personnel engaged by AOAD for carrying out any of the project activities pursuant to this MOU, shall not be considered in any respect or for any purposes whatsoever as being employees, personnel, representatives, agents, contractors or affiliates of the United Nations, including SCBD, nor shall any employees, personnel, representatives, agents, contractors or affiliates of SCBD be considered, in any respect or for any purposes whatsoever, as being employees, personnel, representatives, agents, contractors or affiliates of AOAD.
2. Neither Party shall be entitled to act or make legally binding declarations on behalf of the other Party. Nothing in this MOU shall be deemed to constitute a joint venture, agency, interest grouping or any other kind of formal business grouping or entity between the Parties.

**Article 7**  
**Fundraising**

1. To the extent permitted by the Parties' respective regulations, rules and policies, and subject to paragraph 2 below, the Parties may engage in fundraising to support the activities, projects and programmes to be developed or carried out pursuant to Article 5, paragraph 3, above.
2. Neither Party shall engage in fundraising with third parties in the name of or on behalf of the other, without the prior express written approval of the other Party in each case.

**Article 8**  
**Intellectual Property Rights**

1. Nothing in the MOU shall be construed as granting or implying rights to, or interest in, intellectual property of the Parties, except as otherwise provided in paragraph 2 below.
2. In the event that the Parties foresee that intellectual property that can be protected shall be created in relation to a particular activity, project or programme to be carried out under this MOU, the Parties shall negotiate and agree on terms of its ownership and use in the relevant legal instrument concluded as per Article 1, paragraph 2, above.

**Article 9**  
**Use of Name and Emblem**

1. Neither Party shall use the name, emblem or trademarks of the other Party, its subsidiaries and/or affiliates, or any abbreviation thereof, in connection with its business or for public dissemination without the prior express written approval of the other Party in each case. In no event shall authorization of the United Nations or SCBD name or emblem be granted for commercial purposes.
2. AOAD acknowledges that it is familiar with the independent, international and impartial status of the United Nations and SCBD, and recognizes that their names and emblems may not be associated with any political or sectarian cause or otherwise used in a manner inconsistent with the status of the

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United Nations and SCBD.

3. The Parties agree to recognize and acknowledge this partnership, as appropriate. To this end, the Parties shall consult with each other concerning the manner and form of such recognition and acknowledgement.

**Article 10**  
**United Nations Privileges and Immunities**

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

**Article 11**  
**Confidentiality**

1. The handling of information shall be subject to each Party's corporate confidentiality policies.
2. Before disclosing internal documents, or documents that by virtue of their content or the circumstances of their creation or communication must be deemed confidential, of the other Party to third parties, each Party shall obtain the express written consent of the other Party. However, a Party's disclosure of another Party's internal and/or confidential documents to an entity the disclosing Party controls or with which it is under common control, or to an entity with which it has a confidentiality agreement, shall not be considered a disclosure to a third party, and shall not require prior authorization.
3. For SCBD, a principal or subsidiary organ of the United Nations established in accordance with the Charter of the United Nations shall be deemed to be a legal entity under common control.

**Article 12**  
**Responsibility**

1. Each Party will be responsible for dealing with any claims or demands arising out of its actions or omissions, and those of its respective personnel, in relation to this MOU.
2. AOAD shall indemnify, hold and save harmless and defend at its own expense, the United Nations and SCBD, their officials, personnel and representatives, from and against all suits, claims, demands and liability of any nature or kind which may arise in relation to this MOU due to any actions or omissions attributable to AOAD.

**Article 13**  
**Dispute Settlement**

1. The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of this MOU. Where the Parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then prevailing, or according to such other procedure as may be agreed between the Parties.

Parties' initials.



2. Any dispute, controversy or claim between the Parties arising out of this MOU which is not settled amicably in accordance with the foregoing sub-article may be referred by either Party to arbitration under the UNCITRAL Arbitration Rules then in force. The arbitral tribunal shall have no authority to award punitive damages. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

**Article 14**  
**Notification and Amendments**

1. Each Party shall promptly notify the other in writing of any anticipated or actual material changes that will affect the execution of this MOU.
2. The Parties may amend this MOU by mutual written agreement, which shall be appended to this MOU and become an integral part of it.

**Article 15**  
**Termination**

1. Either Party may terminate this MOU by giving three months' prior written notice to the other Party.
2. Upon termination of this MOU, the rights and obligations of the Parties defined under any other legal instrument executed pursuant to this MOU shall cease to be effective, except as otherwise provided in this MOU.
3. Any termination of the MOU shall be without prejudice to (a) the orderly completion of any ongoing collaborative activity and (b) any other rights and obligations of the Parties accrued prior to the date of termination under this MOU or legal instrument executed pursuant to this MOU.
4. The obligations under Articles 8-13 do not lapse upon expiry, termination of or withdrawal from this MOU.

IN WITNESS WHEREOF, the duly authorized representatives of the Parties affix their signatures below.

**For the Secretariat of the Convention on  
Biological Diversity**

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Cristiana Paşca Palmer  
Executive Secretary

Date: 16 July 2019

**For the Arab Organization for Agricultural  
Development**

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Ibrahim Adam El Dukheri  
Director General

Date: May 27, 2019