

MEMORANDUM OF UNDERSTANDING

between

The Secretariat of the Convention on Biological Diversity (SCBD)

and

**The Canadian Forest Service,
Great Lakes Forestry Centre (GLFC),
Sault Ste. Marie, Canada**

Whereas the Canadian Forest Service (CFS) is willing to contribute to the further development and review of the programme of work on forest biological diversity, in accordance with decisions VI/22 and VIII/19 of the Conference of the Parties to the Convention on Biological Diversity;

Whereas the Secretariat of the Convention on Biological Diversity is willing to accept this contribution and to collaborate with the CFS in the further development and review of the programme of work on forest biological diversity in accordance with decisions VI/22 and VIII/19;

The Secretariat of the Convention on Biological Diversity (hereinafter called the "recipient office") and the Canadian Forest Service (hereinafter called the "donor") agree as follows:

Article 1: Obligations of the donor

The donor shall:

- a) Provide to the recipient office for the duration and purposes of this agreement the services of the staff member(s) listed in Appendix I on a part-time basis for up to one week per month.
- b) Ensure that the staff member(s) will undertake the work specified in the terms of reference, pursuant to any agreed work programme attached in Appendix II.
- c) Provide office space, equipment and telecommunications facilities to the staff member(s) in the Great Lakes Forestry Centre of the Canadian Forest Service, Sault Ste Marie, Ontario, Canada. The staff member(s) will not be based on the premises of the recipient office.
- d) Pay all expenses, including salaries, all allowances and other benefits to which the staff member(s) may be entitled, except as otherwise provided in this agreement.
- e) Ensure that during the entire period of service the staff member(s) is covered by adequate insurance, including health, life and travel insurance, as well as insurance for service-incurred illness, disability or death.

Article 2: Obligations of the recipient office

The recipient office shall:

- a) Provide the necessary guidance to the donor's staff member(s) in order to fulfill the terms of reference.
- b) Reimburse the expenses of the donor's staff member(s) for travel undertaken for the purposes of the agreed work up to a maximum of USD 3,000.00 (three thousand dollars) as described in Appendix III. Any travel must be mutually agreed beforehand between the parties. Travel arrangements, and any claims for reimbursement, will take place according to applicable United Nations rules, regulations and procedures.

Article 3: Obligations of the donor's staff member(s)

The donor agrees with the following terms and obligations and shall ensure, as appropriate, that its staff member(s) performing the services under this agreement comply with these obligations:

- a) The donor's staff member(s) shall perform their functions under the authority, and in full compliance with the instructions of the CBD Executive Secretary, or any person acting on his or her behalf.
- b) The donor's staff member(s) shall undertake to respect the impartiality and independence of the recipient office as a body of the United Nations and shall neither seek nor accept instructions regarding the services performed under this agreement from any Government or from any authority external to the recipient office.
- c) The donor's staff member(s) shall refrain from any conduct that would adversely reflect on the recipient office and shall not engage in any activity that is incompatible with the aims and objectives of the United Nations.
- d) The donor's staff member(s) shall exercise the utmost discretion in all matters relating to their functions in relation to this agreement and shall not communicate, at any time, without the authorization of the CBD Executive Secretary, to the media or to any institution, person, Government or other authority external to the recipient office, any information that has not been made public, and which has become known to them by reason of their association with the recipient office. They shall not use any such information without the written authorization of the CBD Executive Secretary, and in any event, such information shall not be used for personal gain. These obligations do not lapse upon expiration of this agreement.
- e) The donor's staff member(s) shall sign an undertaking in the form attached to this agreement in Appendix IV.

Article 4: Work programme and time table

The period of this agreement is 17 September to 31 December 2007. The agreement may be reviewed prior to its termination in anticipation of its possible extension or amendment.

Article 5: Legal status of the donor's staff member(s)

- 1) The donor's staff member(s) shall not be considered in any respect as being official(s) or staff member(s) of the recipient office or the United Nations.
- 2) While performing functions for the recipient office, the donor's staff member(s) shall be

considered as "experts on mission" within the meaning of article VI, sections 22 and 23, of the Convention on the Privileges and Immunities of the United Nations.

Article 6: Accountability

- 1) Unsatisfactory performance or failure to conform to the standards of conduct set out above may lead to termination of service, for cause, at the initiative of the recipient office. One month notice shall be given in such cases.
- 2) Any serious breach of the duties and obligations that, in the view of the recipient office, would justify separation before the end of the notice period will be immediately reported to the donor, with a view to obtaining agreement on an immediate cessation of service.

Article 7: Third party claims

The recipient office shall be responsible for dealing with claims by third parties where the loss of or damage to their property, or death or personal injury, was caused by the actions or omissions of the donor's staff member(s) only in relation to the performance of services under this agreement. However, if the loss, damage, death or injury arose from gross negligence or willful misconduct of the donor's staff member(s), the donor shall be liable to the recipient office for all amounts paid by it to the claimants and all costs incurred by the recipient office in settling such claims.

Article 8: Documentation

The parties shall retain all supporting documents relating to financial transactions under this agreement for a period of three years.

Article 9: Intellectual property

The title rights, copyright and royalties, and any other rights of whatever nature, in any material produced under the provisions of this agreement shall remain with the recipient office.

Article 10: Assignment

The donor shall not assign, transfer, pledge, sub-contract or make any other disposition of this agreement, or any part thereof, or of the donor's rights, claims or obligations under this agreement except with the prior written consent of the recipient office.

Article 11: Privileges and immunities

Nothing in or relating to this agreement shall be deemed a waiver of any of the privileges and immunities of the United Nations.

Article 12: Matters not covered by this agreement

The United Nations' rules, regulations and procedures will apply *mutatis mutandis* to any matters not specifically covered by this agreement.

Article 13: Consultation

The recipient office and the donor shall consult with each other in respect of any matter that may arise in connection with this agreement.

All correspondence regarding this agreement should be addressed to:

At SCBD:

Dr. Ahmed Djoghlat
Executive Secretary
Reference: STIM/TC
Secretariat of the Convention on Biological Diversity (SCBD)
413 St-Jacques O., Suite 800
Montreal, QC. H2Y 1N9, Canada
Tel.: +1-514-288-2220
Fax: +1-514-288-6588
Email: ahmed.djoghlat@cbd.int

At CFS:

Dr. Ian Thompson
Canadian Forest Service / Service canadien des forêts
1219 Queen St. east / rue Queen est
Sault Ste. Marie, Ont.
P6A 2E5
Tel: +1-705-5415644
Fax: +1-705-541-5700
Email: ian.thompson@nrcan.gc.ca

Article 14: Settlement of disputes

Any controversy or claim arising out of, or in accordance with this agreement 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.

Article 15: Entry into force, duration and termination

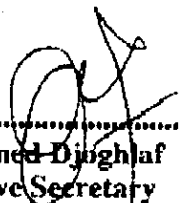
- 1) This agreement shall enter into force upon its signature by both parties. It shall remain in force until 31 December 2007, unless terminated earlier by either party upon 30 days written notice to the other party.
- 2) The provisions of this agreement shall survive its expiration or termination to the extent necessary to permit an orderly settlement of outstanding matters, including accounts between the parties.

Article 16: Amendment

This agreement may be amended by written agreement of both parties. Each party shall give full consideration to any proposal for an amendment made by the other party.

Signed on behalf of
the CBD Secretariat:

Signed on behalf of
the Canadian Forest Service


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Dr. Ahmed Djughlaf
Executive Secretary


.....
Dr. Ted Van Lunen
Director General, GLFC

Date: 17th September 2007

Date: Sept 17, 2007

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Appendix I: List of Donor's Staff Members

Dr. Ian Thompson
Canadian Forest Service / Service canadien des forêts
1219 Queen St. east / rue Queen est
Sault Ste. Marie, Ont.
P6A 2E5
Tel.: 1 + 705 541 5644
Fax: 705 541 5700
Email: ian.thompson@nrcan.gc.ca

Appendix II: Terms of Reference

The donor's staff member(s) will carry out the following tasks in coordination with Environmental Affairs Officer (Forest Biodiversity):

- a) Provide scientific and technical advice with respect to preparation of documents to be used by Parties to the Convention on Biological Diversity, at the thirteenth session of SBSTTA.
- b) Draft and revise a document that will become a toolkit to illustrate means for the inclusion of biodiversity considerations into cross-sectoral policies.
- c) Provide scientific and technical advice with respect to preparation of documents to be used by Parties at the Convention on Biological Diversity, at the ninth meeting of the Conference of the Parties (COP-9).
- d) Provide any other scientific and technical advice as required.

Appendix III: Estimated Costs to the Recipient Office (USD)

Item	Cost per item	Number of items	Total
Travel costs	900	2	1,800
DSA (per travel)	600	2	1,200
Total			3,000

Appendix IV: Undertaking

I, the undersigned, as a staff member made available by the Canadian Forest Service to the Secretariat of the Convention on Biological Diversity pursuant to the Memorandum of Understanding between the Secretariat of the Convention on Biological Diversity (CBD) and the Canadian Forest Service (CFS) agree to abide by the following:

- (a) I understand that while I am undertaking work in relation to the Memorandum on behalf of the CBD Secretariat, I shall not be considered in any respect as being an official or a staff member of the United Nations;
- (b) I further understand that, while performing functions pursuant to the Memorandum, I will be considered as an "expert on mission" within the meaning of article VI, sections 22 and 23, of the Convention on the Privileges and Immunities of the United Nations;
- (c) I shall perform my functions under the authority of, and in full compliance with the instructions of, the CBD Executive Secretary, or any person acting on his or her behalf;
- (d) I shall respect the impartiality and independence of the CBD Secretariat and the United Nations and shall neither seek nor accept instructions regarding my functions within the meaning of the Memorandum from any Government or from any authority external to the United Nations;
- (e) I shall refrain from any conduct that would adversely reflect on the CBD Secretariat and the United Nations and shall not engage in any activity that is incompatible with the aims and objectives of either organization or the exercise of my functions;
- (f) I shall exercise the utmost discretion in all matters relating to my functions under the Memorandum and shall not communicate, at any time, without the authorization of the CBD Executive Secretary, to the media or to any other institution, person, Government or other authority external to the United Nations, any information that has not been made public, and which has become known to me by reason of my functions. I shall not use any such information without the authorization of the CBD Executive Secretary, and, in any event, such information shall not be used for personal gain. These obligations do not lapse upon termination of my assignment;
- (g) I shall comply with all rules, regulations, procedures, instructions or directives issued by the United Nations and the CBD Executive Secretary in conjunction with the functions specified in the Memorandum.

Jan D Thompson

[Name printed in block letters]

Jan D Thompson Sept 17/07

Date, Signature