

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE SECRETARIAT OF THE CONVENTION ON BIOLOGICAL DIVERSITY  
AND  
THE SECRETARIAT OF THE INTERNATIONAL TROPICAL TIMBER ORGANIZATION  
(Extension for the period 2021-2025)**

The Secretariat of the International Tropical Timber Organization (ITTO) and the Secretariat of the Convention on Biological Diversity (SCBD) (hereafter called the “Secretariats” collectively, or each referred to as “Secretariat”);

*Recalling* the adoption of the United Nations Decade on Ecosystem Restoration 2021-2030 by the United Nations General Assembly in March 2019 aiming to support and scale up efforts to prevent, halt and reverse the degradation of ecosystems worldwide and raise awareness of the importance of successful ecosystem restoration as a proven measure to fight climate change, enhance global biological diversity, food security and water supply as well as securing the livelihoods, well-being and economic prosperity of a large proportion of the global population;

*Acknowledging that* the Conference of the Parties (COP) of the CBD, at its fifteenth meeting, plans to adopt a post-2020 global biodiversity framework as a plan towards achieving the 2050 Vision of 'Living in harmony with nature' in which Parties are urged to strengthen implementation of its goals and targets, including those relating to forest biodiversity;

*Recalling* paragraphs 1 and 28 of CBD decision 14/30, in which the COP urged Parties and other Governments, other organizations, conventions and stakeholders to consider possible new areas and approaches to advance the implementation of biodiversity commitments through enhanced cooperation as part of the post-2020 global biodiversity framework and requested the Executive Secretary, subject to the availability of resources, to further strengthen collaboration with the ITTO under the Collaborative Initiative for Tropical Forest Biodiversity;

*Recalling* the ITTO/IUCN Guidelines for the Conservation and Sustainable Use of Biodiversity in Tropical Timber Production Forests (2009), the ITTO Voluntary Guidelines for the Sustainable Management of Natural Tropical Forests (2015), the ITTO Guidelines for Forest Landscape Restoration in the Tropics (2020), the ITTO Environmental and Social Management Guidelines (2020), CBD decision XIII/5 “Ecosystem restoration: short-term action plan” and CBD decision XII/5 “the Plan of Action on Customary Sustainable Use of Biological Diversity”;

*Recalling* the critical importance of the inter-relationship between the condition of tropical forests and environmental threats such as climate change, biodiversity loss, land degradation and desertification;

*Recalling* International Tropical Timber Council (ITTC) decisions 13(XXIX) and 7(XXX) in which the ITTC requested the Executive Director of the ITTO to explore options for a work plan with targeted joint activities with international organizations, including the CBD;

*Further recalling* ITTC Decision 8(LV) in which the ITTC requested the Executive Director of the ITTO to seek an extension of the Memorandum of Understanding (MoU) with the SCBD for an additional period of five years, with a view to enhance mutually supportive implementation of the International Tropical Timber Agreement (ITTA) and the CBD, especially for activities which are funded under the Global Environment Facility (GEF) biodiversity and land degradation focal areas;

*Welcoming* past efforts of the Secretariats through the ITTO/CBD Collaborative Joint Initiative For Tropical Forest Biodiversity since 2011, as a joint framework for cooperation in supporting member governments in the implementation of sustainable tropical forest management and trade, and the CBD programme of work on forest biodiversity in tropical forests;

**THE SECRETARIATS HEREBY AGREE TO RENEW THE MEMORANDUM OF UNDERSTANDING SIGNED ON 2 MARCH 2010 AND EXTENDED ON 13 OCTOBER 2014 FOR AN ADDITIONAL PERIOD OF FIVE YEARS, 2021-2025, AS FOLLOWS:**

#### **Article 1 Interpretation**

1. Implementation of any subsequent activities, projects and programmes pursuant to this MoU, including those involving the transfer of funds between the Secretariats, shall necessitate the execution of appropriate legal instruments between the Secretariats. The terms of such legal instruments shall be subject to the provisions of this MoU.
2. This MoU represents the complete understanding between the Secretariats and supersedes all prior MoUs, communications and representations, whether oral or written, concerning the subject matter of this MoU.

#### **Article 2 Duration**

This MoU will come into effect on 1 February 2021 and will end on 31 December 2025, with possible further extension if mutually agreed, subject to availability of resources, unless terminated in accordance with Article 15.

#### **Article 3 Purpose**

1. The overall goal of this MoU is to support Parties to the Convention on Biodiversity and ITTO member countries to maintain, restore and enhance biodiversity and ecosystem services of tropical forests and forest landscapes, while maintaining the sustainable production of timber and other products and services. It is aimed at facilitating the implementation of activities linked to the conservation and enhancement of biodiversity in sustainable forest management; use and restoration of tropical forest resources within the framework of the ITTO Biennial Work Programme 2021-2022 and subsequent Work Programmes; the piloting of ITTO's new Programmatic Approach and its four programme lines and in particular the program line on conservation of biodiversity and



ecosystem services for the pilot period of 2020-2022 adopted in ITTC Decision 8(LV) and any appropriate ITTC-approved framework between 2022-2025; the ITTO Strategic Action Plan 2013–2018, extended until December 2021 and any successor Strategic Action Plan; the United Nations Decade on Ecosystem Restoration 2021-2030; the CBD programme of work on forest biodiversity, the thematic programme on ecosystem restoration, and the implementation of the Forest Ecosystem Restoration Initiative, in the context of the post-2020 global biodiversity framework.

2. Activities under this MoU will contribute to achieve the following main objectives:
  - a. Assist countries to fully recognize and enhance the values of forest landscapes, including their biodiversity and ecosystem services, as well as in the collection and/or use of existing ecological and biological data that contribute to sustainable management, use and restoration of tropical forests;
  - b. Promote innovative approaches and practices (including payment for ecosystem services), and technologies and strengthening of technical skills aimed at maintaining and/or enhancing tropical biodiversity and ecosystem services in forest landscapes;
  - c. Assist in building countries' capacity to implement the ITTO/IUCN Guidelines for the Conservation and Sustainable Use of Biodiversity in Tropical Production Forests and other relevant ITTO and internationally acknowledged guidelines and CBD decisions;
  - d. Enhance further collaboration with international organizations and partners to strengthen capacity to implement global biodiversity goals, including conservation and sustainable use of tropical tree species listed in the CITES annexes; and
  - e. Implement other activities as agreed by both Secretariats.

#### **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 by the request of one Secretariat with agreement of the other Secretariat pursuant to Article 5 below to allow the Secretariats to respond to newly emerging issues in the realm of biological diversity, environment and sustainable development.

2. The Secretariats have agreed to the following preliminary areas of cooperation for this MoU, in accordance with their respective mandate and programme of work.

- a. Identify, develop and implement targeted joint activities on forests and biodiversity between the Secretariats, with involvement of other relevant organizations and partners;
- b. Carry out the targeted joint activities taking into account, among others, the revision of the ITTO/CBD Joint Collaborative Initiative for Tropical Forest Biodiversity in 2021 and its implementation in ITTO producer member countries and Parties signatory to the CBD;
- c. Facilitate access to bilateral and multi-lateral funding sources, including through Global Environment Facility and the Green Climate Fund, for achieving the mutual objectives of ITTO and CBD to sustain forest biodiversity as enshrined in this MoU;
- d. Assist countries to achieve sustainable forest management, reduce deforestation, rehabilitate degraded forest lands through ecosystem restoration, and enhance and expand forest protected areas; and

- e. Facilitate information exchange and other forms of cooperation between the Secretariats such as:
    - i. Organizing joint activities, such as the development of guidelines, analytical work, training and capacity building as well as formulating selected field projects under different modalities;
    - ii. Promoting cooperation with other sectors and organizations including the Collaborative Partnership on Forests;
    - iii. Organizing joint events at international conferences and meetings, including those of the United Nations Forum on Forests, the United Nations Framework Convention on Climate Change, the Food and Agriculture Organization of the United Nations, and the World Forestry Congress;
    - iv. Supporting regional collaboration and South-South cooperation; and
    - v. Examining opportunities for harmonized reporting on sustainable use, restoration and conservation of tropical forests in the context of the post-2020 global biodiversity framework.
3. The above list is not exhaustive and should not be taken to exclude or replace other forms of cooperation between the Secretariats on other issues of common interest.

#### **Article 5 Organization of the Cooperation**

1. Reports will be periodically presented to the appropriate meetings of the ITTC and the CBD.
2. The Secretariats will review the effectiveness of this arrangement on an annual basis and mutually agree on necessary steps to keep it dynamic and effective.

#### **Article 6 Status of the Secretariats and their Personnel**

1. The Secretariats acknowledge and agree that ITTO is an entity separate and distinct from the United Nations, including SCBD. The employees, personnel, representatives, agents, contractors or affiliates of ITTO, including the personnel engaged by ITTO 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 ITTO.
2. Neither Secretariat shall be entitled to act or make legally binding declarations on behalf of the other Secretariat. 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 Secretariats.



### **Article 7 Fundraising**

1. To the extent permitted by the Secretariats' respective regulations, rules, policies and procedures, and subject to paragraph 2 below, the Secretariats may engage in fundraising to support the activities, projects and programmes to be developed or carried out pursuant to this MoU.
2. Neither Secretariat 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 Secretariat in each instance.
3. The Secretariats should regularly consult with each other to determine the availability of resources required for implementing the activities under this MoU and the most equitable way of meeting such expenditure, if any. If resources are not available, the Secretariats will consult on the most appropriate ways to obtain the necessary resources, including opportunities for joint fundraising and for CBD's support for ITTO's engagement as an executing agency of GEF funded projects.

### **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 Secretariats, except as otherwise provided in paragraph 2 below.
2. In the event that the Secretariats 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 Secretariats shall negotiate and agree on terms of its ownership and use in the relevant legal instrument concluded as per Article 1.

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

1. Neither Secretariat shall use the name, emblem or trademarks of the other Secretariat, 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 Secretariat in each instance. In no event shall authorization of the name or emblem of each Secretariat be granted for commercial purposes or for use in any manner that suggests an endorsement of each other's products, business practices or services.
2. ITTO Secretariat 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 United Nations and SCBD.
3. The Secretariats agree to recognize and acknowledge this partnership, as appropriate. To this end, the Secretariats 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.

## **Article 11**

### **Confidentiality**

1. The handling of information shall be subject to each Secretariat'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 Secretariat to third parties, each Secretariat shall obtain the express written consent of the other Secretariat. However, a Secretariat's disclosure of the other Secretariat's internal and/or confidential documents to an entity the disclosing Secretariat 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**

Each Secretariat 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.

## **Article 13**

### **Dispute Settlement**

1. The Secretariats shall use their best efforts to settle amicably any dispute, controversy or claim arising out of this MoU. Where the Secretariats 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 Secretariats.
2. Any dispute, controversy or claim between the Secretariats arising out of this MoU which is not settled amicably in accordance with the foregoing sub-article may be referred by either Secretariat to arbitration under the UNCITRAL Arbitration Rules in force. The arbitral tribunal shall have no authority to award punitive damages. The Secretariats 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. Either Secretariat shall promptly notify the other in writing of any anticipated or actual material changes that will affect the execution of this MoU.
2. The Secretariats 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 Secretariat may terminate this MoU by giving 6 months prior written notice to the other Secretariat.
2. Upon termination of this MoU, the rights and obligations of the Secretariats 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 Secretariats 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 Secretariats affix their signatures below.

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

**For the Secretariat of the International Tropical  
Timber Organization**



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Elizabeth Maruma Mrema  
Executive Secretary



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Gerhard Dieterle  
Executive Director

Date: 25 January 2021  
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Date: 25 January 2021  
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Ref. No: M.21-002