

# MEMORANDUM OF COOPERATION

Between

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

And

**The United Nations Industrial Development Organization**

The Secretariat of the Convention on Biological Diversity (hereinafter referred to as "SCBD") and the United Nations Industrial Development Organization (hereinafter referred to as "UNIDO"),

*Recalling* the Memorandum of Cooperation signed in 2001 between SCBD and UNIDO pertaining to the pilot phase of the implementation of the Biosafety Clearing-House,

*Recalling* decisions BS-III/3, paragraph 11; BS-III/11, paragraphs 13, 16, 17 and 18; and BS-II/3, paragraphs 5 to 11 of the Conference of the Parties serving as the meeting of the Parties to the Cartagena Protocol on Biosafety (COP-MOP) regarding measures for promoting long-term formal education and training in biosafety,

*Recalling also* decision BS-III/6, paragraph 3, requesting the Executive Secretary of the CBD to continue pursuing and intensifying cooperative arrangements with relevant organizations, processes and initiatives that can contribute to the effective implementation of the Protocol, in particular with regard to enhancing capacity-building;

*Recognizing* the role of UNIDO in promoting the safe use of biotechnology and its past and present activities in biosafety and in particular the establishment of the South-South Biosafety Training Network,

*Aiming* to foster the development of new, and the expansion of existing, diploma and degree-granting programmes and the strengthening of South-South and North-South cooperation between institutions involved in biosafety education and training,

*Have agreed as follows:*

## **1. Objective**

The objective of the present Memorandum of Cooperation (hereinafter "the Memorandum") is to enhance collaboration between UNIDO and SCBD in the field of biosafety.

## **2. Areas of Cooperation**

UNIDO and SCBD will endeavour to:

- (a) Cooperate in strengthening the capacity of developing countries with regard to the implementation of the Cartagena Protocol on Biosafety;
- (b) Identify, design and implement, as appropriate, projects that contribute to biosafety capacity building efforts;
- (c) Strengthen collaboration in maintaining and facilitating the use of biosafety information systems consistent with the Biosafety Clearing-House of the Cartagena Protocol on Biosafety;
- (d) Cooperate in research projects of common interest;
- (e) Pool resources together and organize joint workshops, conferences, and training programmes;
- (f) Prepare, jointly, training tools, modules and courses on biosafety; and
- (g) Provide opportunities for staff exchange.

## **3. Modalities of Cooperation**

1. The parties may develop further arrangements, as appropriate, to undertake specific joint activities within the framework of this Memorandum of Cooperation.

This may be effected through simple agreements in the form of exchange of letters.

2. Each party will designate a focal point for the implementation of this Memorandum of Cooperation and any specific activity that may be mutually agreed on the basis of this Memorandum.
3. The parties will report regularly to their respective governing bodies on the implementation of this Memorandum.

#### **4. Financial matters**

1. The implementation of joint activities will depend on the availability of the necessary financial resources and will be made in accordance with the regulations and procedures in force in UNIDO and SCBD.
2. UNIDO and SCBD will undertake concerted fundraising initiatives for the implementation of activities to be carried out within the framework of this Memorandum.

#### **5. Final clauses**

1. This Memorandum will come into effect upon signature by the two sides. It replaces the Memorandum of Cooperation between UNIDO and SCBD, signed on 1 August and 7 September 2001.
2. The Memorandum will remain in force for an initial period of 3 (three) years from the date of signature by the two sides. It may be extended or renewed by mutual written agreement of the parties.
3. The parties may, by mutual agreement, review and amend this Memorandum.
4. Each Party will have the right to terminate this Memorandum of Cooperation by giving six months' notice in writing to the other party. In the event of termination, steps will be taken to ensure that the termination does not affect any prior obligation, project or activity already in progress.
5. Nothing in or relating to this Memorandum of Cooperation shall be deemed a waiver of any of the privileges and immunities of the two parties.
6. Neither party will use the name or emblem of the other party in any form or manner without prior written authorization from the party concerned.
7. Nothing in this Memorandum of Cooperation will be so construed as to require either party to furnish any material, data or information the furnishing of which could, in its judgement, require it to violate its policy regarding the confidentiality of such material, data or information.
8. This Memorandum of Cooperation has been drawn up in the English language and in two original copies.

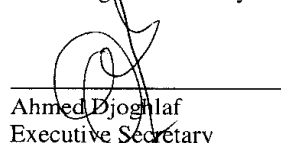
For and on behalf of the  
United Nations Industrial  
Development Organization



Kandeh K. Yumkella  
Director General

Place: Vienna, Austria  
Date: 16<sup>th</sup> July 2007

For and on behalf of the  
Secretariat of the  
Convention  
on Biological Diversity



Ahmed Djoghla  
Executive Secretary

Place: MONTREAL  
Date: 20<sup>th</sup> MARCH 2007