

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE UNITED NATIONS UNIVERSITY  
INTERNATIONAL INSTITUTE FOR GLOBAL HEALTH  
AND  
THE SECRETARIAT OF THE CONVENTION ON BIOLOGICAL DIVERSITY**

**WHEREAS** the Secretariat of the Convention on Biological Diversity (“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 has the mandate to support efforts towards the achievement of the objectives of the Convention: the conservation of biological diversity (biodiversity), the sustainable use of its components and the fair and equitable sharing of the benefits arising out of the utilization of genetic resources,

**WHEREAS** the mission of the United Nations University International Institute for Global Health (“UNU-IIGH”) is to contribute through research, advanced training, capacity building and dissemination of knowledge to the resolution of pressing challenges of global health that are of concern to the United Nations and its Member States, particularly developing countries, in accordance with Article II of the UNU-IIGH Statute,

**WHEREAS** SCBD and UNU-IIGH 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 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 UNU-IIGH, hereinafter collectively referred to as “the Parties”, have agreed as follows:

**Article 1  
Interpretation**

1. References to this Memorandum of Understanding (hereinafter referred to as “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.
2. Where appropriate, 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 special agreements between the Parties. The terms of such special agreements shall be subject to the provisions of this MOU.

3. This MOU represents the complete understanding between the Parties and supersedes all prior agreements, communications and representations between the Parties, 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 and remain in force for five (5) years, unless terminated earlier in accordance with Article 15 below.

#### **Article 3 Purpose and Objective**

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 and sustainable use of biological diversity and ecosystem services, in particular as a foundation for human health.

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

- a. Regular dialogue and meetings between SCBD and UNU-IIGH;
- b. Execution of special agreements between the Parties to define and implement any subsequent activities, projects and programmes pursuant to Article 1.2 above.

#### **Article 4 Areas of Cooperation**

1. The areas of cooperation shall be agreed jointly between the Parties. Policies and priorities under this MOU may also be jointly reviewed every year by the Parties pursuant to Article 5 below to allow the Parties to respond to newly emerging issues in the realm of biological diversity, environment and sustainable development.

2. The Parties agree, within the overarching theme "biodiversity and human health", to undertake the following preliminary areas of cooperation in the context of their relevant mandates and priorities:

- a. Research collaboration, with a particular focus on synthesis and integration with relevance to policy-making;
- b. Reciprocal visits by staff for purposes of collaborative scientific and technical efforts,



- knowledge exchange, and/or training in areas of particular expertise (including 'virtual visits'), as appropriate;
- c. Collaboration on training courses (e.g. MOOCs) and/or capacity-building workshops;
  - d. Collaborative organization of, and participation in, conferences and/or symposia;
  - e. Joint authoring of publications including assessments, policy briefs and other scientific and awareness raising materials (e.g. *State of Knowledge Review*, *Connection Global Priorities: Biodiversity and Human Health*).
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 the Parties, for the purpose of developing and monitoring collaborative projects. Such meetings shall take place at appropriate intervals, but at least once a year, to:
  - a. discuss technical and operational issues related to furthering the objectives of this MOU; and
  - b. review progress of work undertaken by the Parties pursuant to special agreements to be concluded for the implementation of the priority areas of cooperation mentioned in Article 4 above.
2. Within the context defined above, further bilateral meetings at desk-to-desk and at expert level shall be encouraged and set up on an ad hoc basis as deemed necessary by SCBD and UNU-IIGH to address matters of common interest for the implementation of activities in specific areas, countries and regions.
3. In implementing activities, projects and programmes in the agreed priority areas of cooperation, the Parties may execute special agreements for the implementation of such initiatives in accordance with Article 1.2 above. In identifying the areas of cooperation under this MOU, due regard shall be given to UNU-IIGH's geographic coverage, capacity for implementation and experience in the related field.
4. If UNU-IIGH organizes a meeting with external participation at which policy matters related to the aims of this MOU shall be discussed, UNU-IIGH shall, as appropriate, either invite SCBD to participate in the meeting or update SCBD on relevant policy matters discussed at the meeting.

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

1. For the purpose of implementation of this MOU, no agents or employees of the UNU-IIGH shall be considered in any respect as agents or staff members of SCBD and vice versa. Neither Party shall be liable for the acts or omissions of the other Party or its personnel or persons performing services on that Party's behalf.



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 this MOU.

2. Neither Party shall engage in fundraising with third parties in the name of or on behalf of the other Party, without the prior express written approval of the other Party in each case.

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

1. Nothing in this 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 special agreements to be concluded pursuant to Article 1.2 above.

3. Unless otherwise agreed upon in writing, the results of collaborative activities, projects or programmes set forth in paragraph 2 above will be made available free of charge via the Parties' websites.

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

1. Neither Party shall use the name, logo, 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 expressly written approval of the other Party in each case. In no event shall authorization of the UNU-IIGH or SCBD name, logo or emblem be granted for commercial purposes.

2. The Parties agree to recognize and acknowledge this cooperation, 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.

**Article 11**  
**Confidentiality**

1. The handling of information shall be subject to each Party's corporate confidentiality policies.
2. Neither Party shall disclose internal documents, or documents that by virtue of their content or the circumstances of their creation or communication must be deemed confidential, without the prior 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. Each Party shall indemnify, hold and save harmless and defend at its own expense, the other Party, including its 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 that Party.

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

In the event of a dispute, controversy or claim arising out of or relating to this MOU, the Parties shall use their best efforts to promptly settle such dispute through direct negotiation. Any dispute that is not settled within sixty (60) days from the date either Party has notified the other Party of the nature of the dispute and of the measures that should be taken to rectify it, shall be resolved through consultation between the Heads of the Parties.



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

1. Each Party shall promptly notify the other Party 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 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 two (2) months' prior written notice to the other Party.
2. Upon termination of this MOU, the rights and obligations of the Parties defined under any special agreements executed pursuant to this MOU shall cease to be effective, except as otherwise provided in this MOU.
3. The termination of this 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 special agreements executed pursuant to this MOU.
4. The obligations under Articles 8-13 do not lapse upon expiry or termination of this MOU.

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

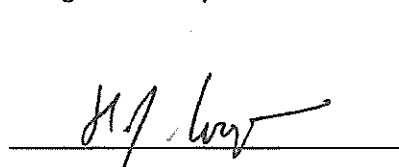
**For the United Nations University International  
Institute for Global Health**



Anthony Capon  
Director

Date: 11 January 2016

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



Bráulio Ferreira de Souza Dias  
Executive Secretary

Date: 5<sup>th</sup> January 2016