

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE SECRETARIAT OF THE CONVENTION ON BIOLOGICAL DIVERSITY (SCBD)
AND
WWF-WORLD WIDE FUND FOR NATURE (FORMERLY WORLD WILDLIFE FUND) (WWF)**

WHEREAS the Secretariat of the Convention on Biological Diversity ("SCBD"), is established under Article 24 of the Convention on Biological Diversity ("Convention") 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 promote and support implementation of Aichi Biodiversity Target 1 ("ABT1"), and to promote the United Nations Decade on Biodiversity;

WHEREAS WWF-World Wide Fund for Nature (formerly World Wildlife Fund), a Foundation established in Switzerland ("WWF") in 1961, has established a network of WWF Offices ("the WWF Network") and also acts as the global secretariat of the WWF Network;

WHEREAS, the Mission of WWF is *"to stop the degradation of the planet's natural environment and to build a future in which humans live in harmony with nature"*, and WWF is a member of the Aichi Biodiversity Targets Task Force;

WHEREAS SCBD and WWF (collectively, "the Parties") as lead organizations in the implementation and furtherance of the ABT1, share common objectives with regard to the conservation and sustainable use 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 of governing rules and regulations;

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

NOW, THEREFORE, THE PARTIES HAVE AGREED TO COOPERATE UNDER THIS MEMORANDUM OF UNDERSTANDING AS FOLLOWS:

Interpretation

1. References to this 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. 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 agreements, MOUs, 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.

Duration

5. This MOU shall be effective upon the last date of signature of the approving officials and remain in force until **31 December 2020**, unless terminated in accordance with paragraphs 37 to 40.

Purpose

6. 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 developing joint activities to help achieve the ABT1, being *"By 2020, at the latest, people are aware of the values of biodiversity and the steps they can take to conserve and use it sustainably."*

7. The purpose of this MOU shall be achieved through:

- a. Regular dialogue and meetings between SCBD and WWF; and
- b. Execution of a separate legal instrument between the Parties to define and implement any subsequent activities, projects and programmes pursuant to paragraph 2 and in line with the Areas of Cooperation indicated under paragraphs 8 to 11.

Areas of Cooperation

8. Areas of Cooperation are agreed jointly through the cooperation mechanism in the MOU. Policies and priorities under this MOU may also be jointly reviewed annually by the Parties pursuant to paragraphs 12 to 16 to allow the Parties to respond to newly emerging issues in the realm of biological diversity, environment and sustainable development.

9. The Parties have agreed to the 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 in paragraph 10 below are also priorities or ongoing activities of WWF in accordance with its mandate. All could be strengthened through the cooperation of the Parties.

10. The Parties will collaborate in the development and implementation of the global

communications strategy ("Global Communications Strategy") to support achievement of ABT1 as mandated by COP12. As lead organisation supporting the SCBD in the implementation and furtherance of the ABT1, WWF will also contribute to the development and implementation of the Global Communications Strategy including as a member of the Task Force (see paragraph 13) and the Informal advisory committee on communication, education and public awareness. Within the scope of their respective mandates and in line with the Global Communications Strategy, the Parties will agree on actions to be taken in support of the achievement of ABT1, which will include, *inter alia*, the following actions:

10.1. Together with the Task Force, identify and agree on how to measure success and what measures are crucial in achieving ABT1, including identifying specific key performance indicators as well as a mechanism for measurement;

10.2. Identify, consistent with the Global Communications Strategy, and engage with critical groups and audiences such as NGOs, educational, cultural and scientific organisations, youth organisations, local CSOs, faith-based organisations, educators and the private sector that can help widen the reach of the Parties to promote the achievement of ABT1;

10.3. Develop and circulate to the groups and organisations identified in paragraph 10.2 an annual calendar of events, meetings, UN days, etc, along with additional material that can be used to promote achievement of ABT1;

10.4. Leverage the respective resources, products, data, and communications assets of the Parties and of other cooperating organisations (including information on the values of biodiversity and actions that can be taken to protect biodiversity) by identifying, producing, aggregating and making them available (where possible as open source), and mobilising the networks of the Parties and of other cooperating organisations, in order to harness these resources, products, data, and communications assets to the service of the Global Communications Strategy;

10.5. Disseminate (in whole or in part) publications, such as WWF's Living Planet Report, and newsletters, such as WWF's Conservation Outreach, plus relevant individual office and regional updates and newsletters which support the achievement of ABT1, as jointly agreed, to the Parties to the Convention and critical audiences identified in paragraph 10.2;

10.6. Undertake public mobilization activities such as Earth Hour and the International Day for Biodiversity, and mobilize public audiences through social media platforms such as Facebook, Twitter and YouTube and through use of public environmental campaign activities relevant to the achievement of ABT1;

10.7. Engage with environmental education programmes including communication, education, public awareness (CEPA), Education for Sustainable Development (ESD) and others;

10.8. Jointly or singly organize high level events at the meetings of the Conference of the Parties to relevant environmental conventions, such as the Convention on Biological Diversity (CBD), the Convention on International Trade in Endangered Species of Wild Fauna and Flora (CITES) and Ramsar, as well as events with other stakeholders such as World Economic Forum (WEF), International Union

for Conservation of Nature (IUCN), etc.;

10.9. Identify, agree upon and engage with 'Ambassadors' at global, regional and national levels to promote ABT 1 and to effectively multiply public involvement, where 'Ambassadors' are public figures (celebrity or other leaders in society, business, government, etc.) who can take up the ABT1 and promote it through their networks, and also identify, agree upon and engage open source partnership opportunities;

10.10. Seek to mobilize additional resources including finance in support of achievement of ABT1;

11. 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. WWF will communicate about the partnership under this MOU within the WWF Network, and encourage the contribution of the WWF Network to WWF's efforts.

Organization of the Cooperation

12. 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 several times annually to:

12.1 discuss technical and operational issues related to furthering the objectives of this MOU; and

12.2 review progress of work undertaken by WWF pursuant to a separate legal instrument in the priority areas of cooperation mentioned in paragraphs 8 to 11.

13. The Parties agree that they will collaborate to set up an ABT1 Task Force ("Task Force") as follows:

13.1. The members of the Task Force will be selected by the Parties from among the current members within the relevant SCBD groupings (e.g. the IAC, being the informal advisory committee for communications, education and public awareness);

13.2. WWF will play a lead role in facilitating, convening and establishing a working agenda and implementation plan for the Task Force in coordination with SCBD; and

13.3. A key outcome of this Task Force will be a proposal that contributes to the Global Communications Strategy (referred to in paragraph 10) for the achievement of ABT1 (as reviewed by the Conference of the Parties).

14. 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 the relevant SCBD divisions and WWF to address matters of common interest for the implementation of activities in specific areas, countries and regions.

15. In implementing activities, projects and programmes in the agreed priority areas, the Parties shall execute a separate legal instrument appropriate for the implementation of such initiatives in accordance with paragraph 2. In identifying the areas of cooperation under this MOU, due regard shall be given to WWF's geographic coverage; capacity for implementation and experience in the related field.

16. Each Party undertakes to share knowledge and information in its area of operations and expertise relevant to the MOU with the other Party.

Status of the Parties and their Personnel

17. The Parties acknowledge and agree that WWF is an entity separate and distinct from the United Nations, including SCBD. The employees, personnel, representatives, agents, contractors or affiliates of WWF, including those engaged by WWF 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, including those engaged by SCBD for carrying out any of the project activities pursuant to this MOU, be considered, in any respect or for any purposes whatsoever, as being employees, personnel, representatives, agents, contractors or affiliates of WWF.

18. Neither Party shall be entitled to act or make any declarations on behalf of the other Party. Nothing in this MOU shall be deemed to constitute a joint venture, agency, employment relationship, interest grouping or any other kind of partnership between the Parties.

Fundraising

19. To the extent permitted by the Parties' respective regulations, rules and policies, and subject to paragraph 20, the Parties may engage in fundraising to support the activities, projects and programmes to be developed or carried out pursuant to this MOU.

20. 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.

Intellectual Property Rights

21. 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 22.

22. 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 paragraph 2.

Use of Name and Emblem

23. Neither Party shall use the name, emblem, logo or trademarks of the other Party, its subsidiaries, members of its Network and/or affiliates, or any abbreviation thereof, in connection with its activities or for public dissemination without the prior expressly written approval of the other Party in each case. In no event shall authorization of either Party's, name, logo or emblem be granted for commercial purposes or for use in any manner that suggests an endorsement by the other Party of the first Party's activities.

24. WWF acknowledges that it is familiar with the Independent, International and Impartial status of the UN 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 UN and SCBD.

25. SCBD acknowledges that it is familiar with the independent, International and Impartial status of WWF, and recognizes that its name, logo and trademarks may not be associated with any political or sectarian cause or otherwise used in a manner inconsistent with the statutes and regulations of WWF.

26. 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.

United Nations Privileges and Immunities

27. 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.

Confidentiality

28. The handling of information shall be subject to each Party's confidentiality policies.

29. 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. WWF's confidential information includes its (and the WWF Network members') financial information, donors and donations, supporters, funding strategy, members, affairs and operations, information on board members and trustees which are not public.

30. 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. For WWF,

sharing of confidential information with members of the WWF Network does not require prior authorization.

Responsibility

31. 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.

32. WWF 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 WWF.

Dispute Settlement

33. 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.

34. Any dispute, controversy or claim between the Parties arising out of this MOU which is not settled amicably in accordance with the foregoing paragraph 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.

Notification and Amendments

35. Each Party shall promptly notify the other in writing of any anticipated or actual material changes that will affect the execution of this MOU.

36. The Parties may amend this MOU by mutual written agreement, which shall be appended to this MOU and become an integral part of it.

Termination

37. Either Party may terminate this MOU by giving month months' prior written notice to the other Party.

38. 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.

39. Any termination of the MOU shall be without prejudice to (a) the orderly completion of any ongoing collaborative activity between the Parties 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.

40. The obligations under paragraphs 21 to 34 do not lapse upon expiry, termination of or withdrawal from this MOU.


Effect

41. This MOU does not create any legal obligation.

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

For Secretariat of the Convention on Biological Diversity

For WWF-World Wide Fund for Nature (formerly World Wildlife Fund)



Name: Bráulio Ferrelra de Souza Dias
Title: Executive Secretary
Date: 9 November 2016



Name: Marco Lambertini
Title: Director General
Date: 10 November 2016