



Secretariat of the Convention on Biological Diversity



Ref.: SCBD/OES/AD/ar/57516

21 February 2007

NOTIFICATION

Subject: Memorandum of Understanding (MoU) between the Convention on Biological Diversity (CBD) and the International Civil Aviation Organization (ICAO)

Dear Madam/Sir,

I am pleased to inform you that a Memorandum of Understanding (MoU) between the Convention on Biological Diversity (CBD) and the International Civil Aviation Organization (ICAO) was signed on 19 February 2007 by Mr. Taieb Cherif, Secretary General of ICAO and the Executive Secretary, in the presence of Mr. Shafqat Kakakhel, Deputy Executive Director of UNEP. The agreement formalizes the relationship and cooperation between the two institutions which has existed on an ad hoc basis since the establishment of the Secretariat of the CBD in 1996.

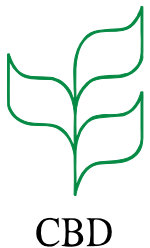
You will find attached a Press Release issued on the launch of this initiative, as well as a copy of the signed Memorandum of Understanding.

Please accept, Madam/Sir, the assurances of my highest consideration.

Ahmed Djoghlaif
Executive Secretary

To: All CBD Focal Points





Secretariat of the Convention on Biological Diversity

PRESS RELEASE

For use of media only
Not an official document.

22 May 2007
International Day for Biological Diversity



Biodiversity and Climate Change

PARTNERSHIP BETWEEN THE SECRETARIAT OF THE CBD AND ICAO

Montreal – 19 February 2007

A Memorandum of Understanding between the Convention on Biological Diversity and the International Civil Aviation Organization (ICAO) was signed today in Montreal at the margins of the third meeting of the Ad Hoc Open-ended Working Group on Liability and Redress in the Context of the Cartagena Protocol on Biosafety by Mr. Taïeb Cherif, Secretary General of ICAO and Mr. Ahmed Djoghlaïf, the Executive Secretary of the Convention.

The agreement formalizes the relationship and cooperation between the two institutions which has existed on an ad hoc basis since the establishment of the Secretariat of the Convention in 1996. Areas covered under this agreement will include the use of meeting facilities, the recruitment of interpreters, reproduction and printing services, travel and security services, throughout which ICAO as the lead agency will provide.

In signing the Memorandum of Understanding, Mr. Taïeb Cherif stated that he was “extremely pleased to enter into this legal agreement with the CBD as it would enhance the relationship between two United Nations agencies, on administrative and conference services matters, as well as on substantive issues related to the environment.”

Mr. Ahmed Djoghlaïf stated, “I am extremely pleased that an agreement has been signed between the CBD and ICAO as the lead agency, thereby enhancing the cooperation between the two sister institutions.”



Information for Journalists:**International Civil Aviation Organization (ICAO)**

The International Civil Aviation Organization (ICAO) is a specialized agency of the United Nations and was created with the signing in Chicago, on 7 December 1944, of the Convention on International Civil Aviation. ICAO is the permanent body charged with the administration of the principles laid out in the Convention. It sets the standards for aviation safety, security, efficiency and regularity, as well as for aviation environmental protection, and encourages their implementation. ICAO's membership comprises 189 Contracting States. Its headquarters are in Montreal and it has regional offices in Bangkok, Cairo, Dakar, Lima, Mexico City, Nairobi and Paris.

The Convention on Biological Diversity (CBD)

The Convention on Biological Diversity is one of the most broadly subscribed international environmental treaties in the world. Opened for signature at the Earth Summit in Rio de Janeiro in 1992, it currently has 190 Parties—189 States and the European Community—who have committed themselves to its three main goals: the conservation of biodiversity, sustainable use of its components and the equitable sharing of the benefits arising out of the utilization of genetic resources. The Secretariat of the Convention is located in Montreal.

For more information, please contact Marie Aminata Khan at +1 514 287 8701; email: marie.khan@biodiv.org

MEMORANDUM OF UNDERSTANDING

Between

THE INTERNATIONAL CIVIL AVIATION ORGANIZATION

And

THE SECRETARIAT OF THE CONVENTION ON BIOLOGICAL DIVERSITY

Regarding

CONFERENCE-SERVICING AND OTHER ARRANGEMENTS IN MONTREAL

The International Civil Aviation Organization (hereinafter "ICAO") and the Secretariat of the Convention on Biological Diversity (hereinafter "the CBD Secretariat"),

Determined to enhance their cooperation based on an mutually agreed arrangements on issues of relevance to their respective role and mandate including on issues related to administration, conference services as well as staff travel arrangements;

Convinced that inter-agency cooperation is essential to maximizing the resources of United Nations bodies and to the achievement of the overall goals of the Organization;

Considering that ICAO is the lead UN agency in Montreal for the matters specifically mentioned in this Memorandum of Understanding;

Noting that the CBD Secretariat recalled that in its offer to host the CBD Secretariat, which was accepted by the Conference of the Parties to the Convention on Biological Diversity at its second meeting, held in Jakarta, Indonesia in December 1995, the Government of Canada stated that: "The new ICAO headquarters will include an international conference centre whose facilities will be available to other UN organizations on a priority basis at nominal cost"; while ICAO stated that the use of the facilities is governed by the *Supplementary Agreement between the International Civil Aviation Organization and the Government of Canada regarding the Headquarters of the International Civil Aviation Organization*, signed at Montreal on 28 May 1999;

Have agreed as follows:

Article 1

General provisions

1. ICAO and the CBD Secretariat have concluded the present Memorandum of Understanding in order to formalize their relationship and cooperation, which has existed on an ad hoc basis since the establishment of the CBD Secretariat in Montreal in 1996.

*Article 2**Use of meeting facilities*

2. ICAO shall make the meeting facilities on its premises available to the CBD Secretariat on a priority basis and at a mutually agreed cost, after it fulfils its own commitments. The CBD Secretariat shall consult ICAO on the availability of conference services before finalizing the dates of its planned meetings in Montreal. The CBD Secretariat shall provide ICAO in good time (at least six months in advance) with a list of projected meetings to be held in Montreal, together with the proposed dates and associated requirements in terms of meeting rooms and office space.

3. ICAO shall provide the CBD Secretariat access to Internet connection for the use of CBD Secretariat staff and delegates during meetings. The Internet service will be provided through the public wireless network available in the Conference Centre and subject to availability through the cyber café. This service will be offered at a mutually agreed cost between the CBD Secretariat and ICAO, which will cover at least manpower and other costs associated with this service.

3.1 ICAO shall provide the CBD Secretariat with the necessary connections to establish a private network interconnecting the rooms used by the CBD Secretariat in the Conference Centre. This private network will have access to one unrestricted/unprotected internet connection for the purpose of establishing a Virtual Private Network. All charges related to the setup of this network shall be borne by the CBD Secretariat, and billed directly to the CBD Secretariat. The CBD Secretariat will provide the necessary network equipment to interconnect the room. The responsibility for setting up the computer network in each room shall lie with the CBD Secretariat. Any network equipment used by the CBD Secretariat must be cleared by ICAO.

4. ICAO shall provide the CBD Secretariat with storage facilities for approximately 10 computers for use during meetings subject to the availability of space. The maintenance of such computers shall be the sole responsibility of the CBD Secretariat.

5. The ICAO cafeteria is restricted to ICAO Secretariat, members of ICAO resident delegations, CBD Secretariat and their guests. However, arrangements may be made with the cafeteria for light lunch and coffee services to be provided outside the meeting rooms in the Conference Centre, without affecting normal services provided by the cafeteria.

6. Temporary staff recruited by ICAO for meetings organized by the CBD Secretariat shall act under the direct supervision of the CBD Secretariat staff assigned by the Executive Secretary of the Convention on Biological Diversity. The CBD Secretariat will be responsible for providing ICAO with a report on the performance of such temporary staff at the end of each meeting.

*Article 3**Recruitment of interpreters and other language staff*

7. Upon request by the CBD Secretariat, ICAO by itself or through the means of a third party will arrange for the recruitment of interpreters for meetings in Montreal. Payment of salaries of interpreters recruited by ICAO for meetings organized by the CBD Secretariat in Montreal will be effected by ICAO. The CBD Secretariat will reimburse ICAO the salaries of the interpreters and the actual administrative costs of such recruitment. For ICAO on-loan interpreters, the CBD Secretariat will reimburse salaries and an additional administrative charge.

7.1 When ICAO staff interpreters are serving the CBD Secretariat meeting, the working conditions shall be those applicable to ICAO staff interpreters. Free-lance interpretation services shall be provided in accordance with the International Association of Conference Interpreters (AIIC) Agreement concerning the conditions of employment of short-term conference interpreters.

7.2 It is the responsibility of the CBD Secretariat to appoint from the recruited interpreters an interpreter as a senior coordinator and team-leader who will be responsible for reporting to the CBD Secretariat on all interpretation matters, assignment of interpreters, liaison and other team-leader responsibilities as directed by the CBD Secretariat for the provision of interpretation services.

Article 4

Reproduction and Printing Services

8. The CBD Secretariat undertakes to use the ICAO printing facilities (including print on demand, digital and offset printing, collating and binding) as the primary supplier for its needs in respect of official documentation and publications subject to ICAO availability and capacity.

8.1 Reproduction and distribution of official documentation

8.2 The CBD Secretariat will provide printing requests to the ICAO Printing Section for all documents to be reproduced which will include an estimate on the number of pages, print run and deadlines to be met. The documentation will be submitted in electronic format (PDF) or in hard copy.

8.3 If ICAO Printing Section accepts to undertake the reproduction of documentation for the CBD Secretariat, it means that deadline will be respected unless prior notice to the contrary is given to the CBD Secretariat by ICAO.

8.4 When the reproduction of the documentation is completed, ICAO Printing Section will take action in order to ship the printed material as agreed in the request of quotation.

9. Printing services for CBD Secretariat publications

9.1 The CBD Secretariat will provide printing requests (including pre-press printing, collating and binding services) to the ICAO Printing Section for all publications that need to be printed, which will include the number of pages, print run, type of paper and cardboard, type of binding, deadline and any other specifications and taking into account the capacity and capabilities of the ICAO printing facilities. ICAO Printing Section shall provide to the CBD Secretariat a quotation in the format and scope agreed between both parties. If the work is awarded to ICAO Printing Section then the CBD Secretariat will submit in electronic file format (PDF file) or hard copy of the publication.

9.2 ICAO Printing Section will provide pre-press services, which include: imposition, colour separation, proofing and plate-making. If requested, ICAO will provide a proof or sample to the CBD Secretariat for review and approval before printing.

9.3 ICAO Printing Section will produce the publication within the schedule agreed between the parties and if necessary will organize the shipment in accordance with the CBD Secretariat need.

9.4 The price of the printing services related to paragraphs 8 to 9.3 inclusive will be determined and agreed through the acceptance of the quotation submitted by ICAO Printing Section (Canadian dollars). The invoicing will be based on the initial quotation and reviewed by ICAO Printing Section after completion of the work to cover any additional labour or cost that both parties would agree for the completion of the work.

Article 5

Travel services

10. All official travel of the staff of the CBD Secretariat shall be arranged through the Travel Unit of ICAO. The arrangements shall be made at the most cost-effective rate, in accordance with the prevailing rules governing the standard of accommodation for the travel of United Nations staff members.

Article 6

Security

11. ICAO and the CBD Secretariat, where possible, will keep each other informed on any issues which may affect the security of either agency and will keep each other apprised of any relevant contingency plans.

Article 7

Indemnification

12. The CBD Secretariat shall indemnify and save ICAO harmless from and against claims, actions, losses, damages, expenses and costs whatsoever made by any person arising out of or resulting directly or indirectly from the performance of this MOU.

Article 8

Amendments to the Memorandum of Understanding

13. This Memorandum of Understanding may, by agreement between the parties, be amended. The amendments shall be effected only when executed and delivered on behalf of the CBD Secretariat and ICAO, by persons duly authorized in writing to do so.

Article 9

Termination

14. This Memorandum of Understanding may be terminated at the request of one of the Parties and shall be effective six months after its notification.

*Article 10***Settlement of Disputes**

15. The Parties shall use their best efforts to settle amicably through negotiation any dispute, controversy or claim arising out of, or relating to, this Memorandum of Understanding or the breach, termination or invalidity thereof. If the parties cannot reach such amicable settlement through negotiations, the matter shall first be referred to conciliation, at the request by either party. 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, within a time period of ninety (90) days.


15.1 Any dispute, controversy or claim arising out of or relating to this Memorandum of Understanding, or the breach, termination or invalidity thereof, unless settled amicably under the preceding paragraph of this Article within ninety (90) days after receipt by one party of the other party's request for conciliation, shall be referred by either party to arbitration in accordance with the UNCITRAL Arbitration Rules then prevailing. The parties agree that the arbitration be conducted by an arbitral tribunal consisting of a sole arbitrator. If the parties cannot agree on a sole arbitrator within sixty (60) days, the appointment of the arbitrator shall be made in accordance with Article 6 of the UNCITRAL Arbitration Rules. The place of arbitration shall be Montreal, Quebec, Canada, and it shall be conducted in the English language.

*Article 11***Entry into Force**

16. The present Memorandum of Understanding shall enter into force on the date of signature by the parties concerned.

Signatures

ON BEHALF
OF
ICAO

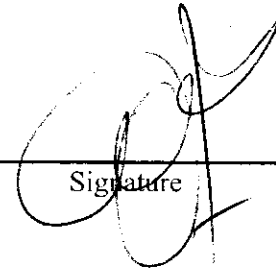


Signature

Taïeb Chérif
Secretary General
International Civil Aviation Organization

19 February 2007
Date

ON BEHALF OF
THE SECRETARIAT OF THE CONVENTION OF
BIOLOGICAL DIVERSITY



Signature

Ahmed Djoghla
Executive Secretary
Convention on Biological Diversity

19 February 2007
Date