



Memorandum of Understanding (MoU)

Between

ICLEI-Local Governments for Sustainability World Secretariat legally represented by ICLEI e.V. and

The Ramsar Convention on Wetlands

This Memorandum of Understanding, dated 1-June-2015, is between ICLEI-Local Governments for Sustainability ("ICLEI") (hereinafter called ICLEI) represented by Gino Van Begin Secretary General Kaiser-Friedrich-Str. 7, 53113 Bonn, Germany, and the Convention on Wetlands (Ramsar, Iran, 1971) (hereinafter the Ramsar Convention) represented by Dr. Christopher Briggs, Secretary General, Rue de Mauverney 28, 1196 Gland, Switzerland, in order to intensify the cooperation of both organizations to the benefit of their constituencies and the achievement of global sustainability goals.

1-The Parties

1.1. ICLEI—Local Governments for Sustainability is the world's leading association of more than 1000 metropolises, cities, urban regions and towns representing over 660 million people in 85 countries. ICLEI promotes local action for global sustainability and supports cities to become sustainable, resilient, resource-efficient, biodiverse, low-carbon; to build a smart infrastructure; and to develop an inclusive, green urban economy with the ultimate aim of achieving healthy and happy communities.

ICLEI is democratically governed by its Members through a Charter, Global Council, Global Executive Committee, Regional Executive Committees and Senior Management. ICLEI is represented worldwide through its World Secretariat based in Bonn, Germany and a total of 18 Offices.

ICLEI represents local governments at the global United Nations Framework Convention for Climate Change (UNFCCC), as well as the Convention on Biological Diversity (CBD). ICLEI holds an official side event a Cities Biodiversity Summit" at the biennial CBD Conference of the Parties for local and subnational governments in close partnership with the SCBD and is the main local governments convening body in the Local Climate Roadmap parallel to the annual UNFCCC Conferences of the Parties, initiating in Bali 2007.

ICLEI has run the flagship Local Action for Biodiversity (LAB) program since 2006, and continues to be a key enabler in the global urban biodiversity agenda, playing a leading role in the multiple partnerships and platforms, such as the Global Partnership for Local Action on Biodiversity for Local and Subnational Governments, the Sustainable Development Goals, in addition to the Conference of the Parties for the CBD and UNFCC.

1.2.The Ramsar Convention has provided the single most important intergovernmental forum on wetland conservation and sustainable use issues. According to the Convention's mission

statement, the Contracting Parties agree to "the conservation and wise use of all wetlands through local, regional and national actions and international cooperation, as a contribution towards achieving sustainable development throughout the world". The Convention is founded on three pillars of: a) promoting the wise use of wetlands, b) developing international cooperation, and c) developing a network of Wetlands of International Importance (Ramsar Sites).

Within the general commitments set out by the treaty, the 168 Contracting Parties, as of March 2015, meeting every three years as the Conference of the Parties (COP), identify priorities for action through the adoption of a sexennial Strategic Plan, while the Ramsar Secretariat builds partnerships with institutions based, in particular, around the Changwon Declaration Principles adopted at Ramsar COP10, which has set a focus on:

- a) Wetlands and biodiversity;
- b) Wetlands and climate change;
- c) Wetlands and agriculture;
- d) Wetlands and water quality & human health;
- e) Wetlands and tourism &economic development;
- f) and Wetlands and urbanization.

2 - Purpose, objectives and intention of this MoU

This MoU is signed with the intention to:

- a) Provide a framework for cooperation and understanding and to facilitate the collaboration between the Parties with the objective to support local governments in achieving sustainable development and the wise use of natural resources. This shall be a contribution to global sustainable development and the conservation, protection and support of Ramsar Sites, other wetlands and natural resources, the resilience of urban systems, wetlands, and the wellbeing of citizens;
- b) Strengthen the cooperation between ICLEI and the Ramsar Convention on global and regional levels; to identify areas for such cooperation; and to develop programme and project activities to implement the shared objectives of the Parties; and
- c) Provide a framework for the cooperation and encouraging such partnerships for more detailed regional and/or project-specific agreements.

4 - General cooperation

- 4.1. The Parties agree on general global cooperation, including:
 - Naming each other as partner if appropriate in documents and on the website.
 - Featuring each other in promotion material, media work or information to their constituencies concerning the areas of cooperation outlined hereunder if appropriate and to their mutual benefit.
 - Informing regional and national entities of the signing of this MoU and the cooperation hereunder and informing the other Party about the regional or national contact points to ease contacts on such levels.
 - Including each other in relevant mailings and actions in order to keep the other Party informed.
 - Informing each other about key developments of the organization which might have an impact on this MoU.
 - Inviting each other to their ordinary meetings related to biodiversity and wetlands, including ICLEI's BiodiverCities Advisory Committee
 - Inviting each other to endorse relevant events, programmes or projects.
 - Supporting each other in developing projects and fundraising for these.
 - To report the (quantifiable) results of work under this MoU via the respective networks of both Parties.

4.2. The use of the logo of one Party by the other – apart from in the general website – shall be subject to written agreement prior to being published in a programme, project or campaign context. Any public announcements through press releases, media advisories or other similar means regarding this MoU or joint initiatives under this MoU shall require the prior written approval of the Parties hereto prior to such announcements.

5 - Identified areas of cooperation on a global scale

5.1. Annual work programme for 2015:

An annual work programme for 2015 is attached to this MoU as Annex I. A complete work programme for 2016 including the actions proposed in Annex II will be jointly finalized by the end of January 2016.

5.2. Encouraging regional cooperation:

Both Parties actively encourage their regional and national offices to seek cooperation on these scales. Contacts will be exchanged and respective information provided by the global units to the regional/national units.

A list of all ICLEI regional offices and their directors can be downloaded from: http://www.iclei.org/iclei-global/our-governance/regional-executive-committee.html

A list of the Convention on Wetlands Regional Initiatives can be downloaded from: http://www.ramsar.org/activity/ramsar-regional-initiatives

5.3. Invitation to events:

The Parties will invite each other to their appropriate events and will make each other aware of relevant events of third parties.

5.4. Global advocacy process in SDGs context:

The Parties will inform each other on their engagement in the SDGs advocacy process of the upcoming years, especially in regards to wetlands and cities; wetlands and biodiversity; wetlands and water; wetlands and climate change; wetlands and human wealth, within the context of integrated urban catchment management and well as wetlands and urban infrastructure. They will share their own position papers, as well as those of their respective constituency, if possible and appropriate. The Parties aim at identifying opportunities of joint activities, events, etc. within these advocacy processes.

6 - Joint initiatives and projects in the future

Based on this MoU, joint initiatives and projects shall be developed as appropriate. Such projects can include grants and contracts between the partners. In such cases, separate agreements shall be made.

Joint initiatives may include:

- The development of innovative approaches to wetland management and city-business cooperation.
- The description of local action in the context of such wetland management and city-business cooperation, e.g. in ICLEI case studies, Ramsar Wetland City Accreditation
- The publication of the results of such cooperation projects via the ICLEI Cites Biodiversity Center website and Ramsar Communication webpages.
- The compilation and following translation and publication of a brief guideline document for local government wetland management and city-business cooperation.

- The encouragement and guidance of regional or national projects, potentially with one or several model cities and Ramsar Sites/Wetlands.
- Partnership on the Local Action for Biodiversity: Wetlands South Africa (LAB: Wetlands SA)
 program. LAB Wetlands SA will enhance the conservation and management of natural
 wetland resources in South Africa by assisting 11 district and metropolitan municipalities
 across South Africa to build institutional capacity and develop local policies for integrating
 biodiversity across local government departments.
- Cooperation around the 12th Conference of the Parties to the Ramsar Convention, to be held in June 2015 in Ponte del Este, Uruguay.

7 - Cooperation process

- **7.1.** The Parties agree to meet be it in person, by phone or skype at least once in a semester in order to exchange general matters of the cooperation.
- **7.2.** Each Party will review the implementation of this MoU and share its analysis with the other Party after each year of validity.
- **7.3.** ICLEI nominates Ms Kobie Brand, Global Coordinator: Biodiversity (<u>kobie.brand@iclei.org</u>) as contact partner.
- **7.4.** Ramsar nominates Dr. Christopher Briggs, Secretary General of the Ramsar Convention (briggs@ramsar.org) as contact partner.

8 - Character of this agreement - Financial aspects

- **8.1.** This MoU does not create any right or benefit, substantive or procedural, enforceable by law or equity against the signatories, their officers or employees, or any other person. This MoU does not apply to any person outside the signatory organizations.
- **8.2.** Both Parties maintain their full independent decision-making autonomy with regard to their own respective affairs and operations.
- **8.3.** This MoU entails no financial agreement. Joint activities under this MoU are subject of the availability of funds of each Party.
- 8.4. Both Parties may seek to fundraise for mutually esteemed projects and initiatives.
- **8.5.** Any future financial obligations will require agreements by exchange of letters, grant-agreement or contracting agreement, depending on the nature of this cooperation.

9 - Intellectual property rights and confidentiality

- **9.1.** The Parties acknowledge the ownership of their respective existing intellectual property assets and will continue to have the ability to create new assets based on existing works or as derivative works of their previous activities.
- **9.2.** Each Party agrees to keep in confidence and not to use or disclose any of the other Party's or any client/ Memberconfidential information except as provided in this agreement or otherwise with the written consent of the other Party.

10- Duration and termination

- **10.1.** This MoU enters into force when being signed by both Parties. It shall be valid until 30 June 2021. Latest 3 months prior to extension, the Parties will jointly consider to renew or adjust this MoU or to let it be terminated.
- **10.2.** This MoU can be terminated at any time in mutual agreement between both Parties. It can be terminated by one Party by informing the other Party at least two month in advance and by providing reasons for such an earlier termination.
- **10.3**. Unless otherwise agreed, the termination of this MoU shall not affect the validity or duration of activities undertaken pursuant to this MoU and initiated prior to such termination.
- 10.4. The MoU may be amended only by mutual agreement of the partners reflected in writing.

For the Ramsar Convention	For ICLEI – Local Governments for Sustainability	
U.S.	e.V.	
Gland, 12 th May 2015	Bonn, 12 th May 2015	
M/Smy		
Dr. Christopher Briggs	Gino Van Begin	
Secretary General	Secretary General	

Annex I

Annual work program for 2015: In reference to point 4, the following activities are planned to be implemented in 2014:

What	Planned activity in 2015	By when
Recognition of Partnership	Both organizations will name the other as	by 31 July 2015.
	partner on their websites	
Dissemination of	ICLEI will make the reports of the joint	by 31 July 2015.
infromation	side event on Ramsar Wetlands City	
	Accreditation during Ramsar COP12	
	available on its website and inform its	
	Members	

Annex II

The following activities are planned to be implemented in 2016:

What	Planned activity in 2016	By when
2016 World Wetlands Day	The Parties will inform their units as well	By 15 January 2016
(WWD)	as their governance bodies about the	
	theme for WWD 2016, encouraging local	
	action.	
2016 WWD : Statement,	The Ramsar Secretariat will provide 2016	By 20 January 2016
material	WWD statement and awareness material	
	to ICLEI to be shared among ICLEI	
	Members and stakeholders.	
Sharing information	The Ramsar Convention Secretariat is	By 10 March 2016
resources, good practice	invited to contribute to ICLEI's "Local	
and expertise in regards to	Action for Biodiversity (LAB)" programme	
the ICLEI Local Action for	including LAB Wetlands South Africa and	
Biodiversity programme.	other ICLEI activities related to	
	biodiversity and wetlands.	
Advocacy	The Ramsar Convention Secretariat and	By 30 November 2017
	ICLEI will jointly aim to raise resources	
	for, and work on an outline for, a	
	guidebook for wetlands and cities on how	
	to start and maintain a local dialogue	
	process. This will include a policy	
	advocacy that is essential to mainstream	
	research results on wetlands within the	
	policy domain. This will also be based on	
	learnings from ICLEI projects, such as LAB	
	Wetlands SA, as well as relevant Ramsar	
	projects.	