

Update on formal agreements and joint work plans of the Ramsar Convention and partners

(Including revised draft agreements at Annexes 2 and 3 that were deferred from SC51)

Actions requested:

The Standing Committee is invited:

- to review and approve the revised draft agreements at Annexes 2-5.
- to note that in future, the Ramsar Secretariat will, as far as possible, use IUCN's standard templates for agreements when developing new Memoranda of Understanding etc.

Introduction

1. The Ramsar Convention acknowledges the importance of entering into partnerships with relevant organisations in order to enhance the implementation of the Convention. This is reflected in the Ramsar Strategic Plan 2016 – 2024, paragraph 42:

“The wise use of wetlands and their resources will ultimately involve a range of actors well beyond those responsible for the management and maintenance of Ramsar Sites and other wetlands. This holds at local, national, regional and global levels where existing partnerships with Ramsar Regional Initiatives, IOPs and MEAs should be strengthened and new partnerships with civil society and the business sector forged in order to enhance Convention implementation and reverse the rates of loss and degradation of wetlands.”

2. The Convention, through the Secretariat, has supported numerous collaborations with formal written and signed agreements. These have taken the form of an exchange of signed letters, a formal Memorandum of Understanding (MOU) or Memorandum of Co-operation (MOC), or a Joint Work Plan (JWP). The Secretariat displays a list of all these agreement on its web site at <http://www.ramsar.org/about/partnerships>.
3. Resolution XI.6 *Partnerships and synergies with Multilateral Environmental Agreements and other institutions* lists at Annex 1 the names of organizations with which the Ramsar Convention had already developed co-operation, synergies and partnerships at the time of COP11 in 2012.
4. A number of Resolutions agreed by the Contracting Parties at COP12 are relevant to the partnerships listed at Annex 1 of this document, and to efforts by the Secretariat to develop formal agreements with partners:
 - a. In Resolution XII.2 *The Ramsar Strategic Plan 2016 – 2024*: Goal 4 focuses on enhancing implementation, including through:

- i. Target 17: “Financial and other resources for effectively implementing the 4th Ramsar Strategic Plan 2016 – 2024 from all sources are made available”; and
 - ii. Target 18: “International cooperation is strengthened at all levels”.
 - b. In Resolution XII.9 *The Ramsar Convention’s Programme on communication, capacity building, education, participation and awareness (CEPA) 2016 - 2024*: paragraph 18 “REQUESTS the Secretariat to seek improved cooperation between Multilateral Environmental Agreements, through the Biodiversity Liaison Group, with regard to capacity building”.
 - c. In Resolution XII.3 *Enhancing the languages of the Convention and its visibility and stature, and increasing synergies with other multilateral environmental agreements and other international institutions*:
 - i. Paragraph 42 “INSTRUCTS the Secretariat to report annually on progress on implementing Resolution XI.6 on Partnership and synergies with Multilateral Environmental Agreements and other institutions to the Standing Committee”; and
 - ii. Paragraph 43 “FURTHER INSTRUCTS the Secretariat to continue working to strengthen collaboration with IUCN World Heritage Outlook, UNEP, UNEP-GRID, UNDP, UNESCO, Regional Economic Commissions of the UN, the World Bank, WHO, the World Meteorological Organization (WMO), FAO, GEF, Intergovernmental Platform on Biodiversity and Ecosystem Services (IPBES) and others, and report on progress to the Standing Committee and the Contracting Parties on a regular basis”.
 - d. In Resolution XII.7 *Resource Mobilization and Partnership Framework of the Ramsar Convention*, paragraph 21 “REQUESTS the Secretariat to strengthen partnerships with other multilateral environmental agreements (MEAs) such as *inter alia* the United Nations Convention to Combat Desertification (UNCCD), the CBD and others, in order to enhance synergies and sharing of resources, avoid duplication and enhance implementation, respecting the mandate of each Convention; and REQUESTS the Secretariat to provide to the Standing Committee at its 51st meeting a plan on how to increase cooperation with other MEAs and report regularly actions to the Standing Committee”.
5. The purpose of this document is to provide for Standing Committee:
- a. A summary of signed agreements currently in force as well as those which have expired, along with their start and expiration dates (Annex 1);
 - b. The status of the update to the JWP between the Ramsar Convention and the Convention on Migratory Species of Wild Animals (CMS) to cover the period until 2017;
 - c. A draft of a proposed new MOU between UNEP and the Ramsar Convention (Annex 2);
 - d. A draft of a proposed MOC between the Nagao Natural Environment Foundation and the Ramsar Convention Secretariat (Annex 3);
 - e. The text of a bilateral agreement between the Chair of the Steering Committee for the Ramsar Regional Centre-East Asia (RRC-EA) and the Ramsar Convention Secretariat, signed

on 15 December 2015 to renew the existing arrangements under which the RRC-EA was set up in 2010 (Annex 4); and

- f. The draft of a proposed new MOU between UN-Habitat and the Ramsar Convention on the Wetland City Accreditation of the Ramsar Convention (Annex 5).
6. The table in Annex 1 list the current and expired agreements and an asterisk has been placed next to the name of those that are priorities. This is because they are considered to be able to deliver clear benefits to Ramsar Contracting Parties worldwide in implementing the Convention's Resolutions and the Strategic Plan 2016-2024.
7. The Secretariat signed an MOC with the Convention's five International Organization Partners in 2011, to serve until 2017. Through Resolution XII.3 at COP12, Contracting Parties approved the Wildfowl & Wetlands Trust as the Convention's sixth IOP. As a result, the Secretariat is now preparing to sign an MOC with the WWT as they have with other IOPs.
8. The Secretariat will work to re-initiate MOCs that have expired during the last triennia and these are listed in Table 2 of Annex 1.
9. In future, the Ramsar Secretariat will, as far as possible, use IUCN's standard templates for agreements when developing new Memoranda of Understanding etc.
10. The new CMS-Ramsar Joint Work Plan 2015-2017 was approved by the 44th Meeting of the Standing Committee of the Convention on the Conservation of Migratory Species of Wild Animals (CMS) in October 2015. During SC51, the Secretariat took note of the comments expressed by Contracting Parties with regards to some of the activities of the Work Plan, and has discussed with the CMS Secretariat the need to adjust the Work Plan according to the comments received by the Contracting Parties. Both Secretariats will work on the adjustments of the JWP in order to be submitted for the approval of the next Standing Committees of each Convention (SC45 of CMS in November 2016 and SC53 of Ramsar in 2017) .
11. The proposed new MOU between UNEP and the Ramsar Convention and the MOC between the Nagao Natural Environment Foundation and the Ramsar Convention Secretariat have been updated following comments by SC51 in November 2015.
12. The Nagao Natural Environment Foundation (NEF) is a Japanese NGO that promotes nature conservation mainly in the Asia-Pacific region, through providing a comprehensive programme for conservation research and activities, research grants, and educational scholarships. The main aim of the Donor Agreement at Annex 3 is to establish the 'Nagao Wetland Fund' which will support a number of wetland projects annually to help Ramsar Administrative Authorities, local governments, researchers, NGOs and communities from developing countries in the Asia-Oceania region to implement the Ramsar Convention and in particular, the Ramsar Strategic Plan 2016-2024. Under the Donor Agreement, the NEF will provide JPY 10 million (approx. USD 80,000) annually to the Ramsar Secretariat, which will then manage the Fund and the projects that are supported.
13. The draft MOU with the Ramsar Regional Center – East Asia and the Draft Terms of Reference for collaboration between the Ramsar Convention and Shell that were presented as Annex 5 and Annex 6 in SC51-23 Rev.2 have both been removed from this paper, according to comments made at SC51. The former has been replaced by a tripartite agreement concluded between the Steering Committee of the RRC-EA, the Ministry of Environment of the Republic of Korea, and

the Mayor of Suncheon City on 31 December 2015, without the involvement of the Ramsar Convention Secretariat.

14. A bilateral agreement between the Chair of the Steering Committee for the Ramsar Regional Centre-East Asia (RRC-EA) and the Ramsar Convention Secretariat was signed on 15 December 2015. The full text is appended as Annex 4. This bilateral agreement was agreed by all participating Contracting Parties in East and South-east Asia. It is not an MOU, but a renewal of the existing arrangements under which the RRC-EA was set up in 2010 under the Operational Guidelines 2009-2012. The agreement was defined in accordance with paragraph 6 of the “Operational Guidelines 2013-2015 for Regional Initiatives in the framework of the Convention on Wetlands” approved by Decision SC46-28 (2013) which states that: “The complementary roles of the coordinating mechanisms of Regional Initiatives and the Ramsar Secretariat, including their respective responsibilities, may be defined in written arrangements, if agreed by all participating Contracting Parties.”
15. The Framework for Wetland City accreditation of the Ramsar Convention, which is annexed to Resolution XII.10 *Wetland City Accreditation of the Ramsar Convention*, proposes that a representative of the United Nations Human Settlements Programme (UN-Habitat) shall act as Chair of the scheme’s Independent Advisory Committee. The terms of this collaboration are set out in the proposed MOU at Annex 5.

Annexes

1	Current and expired agreements	5
2	Proposed MOU between Ramsar and UNEP (as of 29 February 2016)	8
3	Proposed MOU between the Nagao Natural Environment Foundation and the Ramsar Convention Secretariat	19
4	Renewal of agreement between the Ramsar Convention Secretariat and RRC-EA	23
5	Proposed MOU between Ramsar and UN-Habitat on the Wetland City Accreditation of the Ramsar Convention	27

Annex 1

Current and expired agreements

Table 1. Currently active signed agreements and their validity

Organization Name	Start Date	Expiration Date
Global Multilateral Environmental Agreements (MEAs)		
International Agencies and Organizations and the Secretariat of the Convention on Biological Diversity on implementation of the Strategic Plan for Biodiversity 2011-2020 and the Achievements of the 2020 Aichi Biodiversity Targets	20 September 2011	2020
Convention on Biological Diversity (CBD)	4 November 2011	2020
Liaison Group of the Biodiversity-related Conventions	4 September 2011	No expiration date
Convention on the Conservation of Migratory Species of Wild Animals – CMS	14 May 2012	MOU: No expiration date
UNESCO Man and Biosphere (MAB) Programme	20 March 2002	No expiration date
United Nations Convention to Combat Desertification in those Countries Experiencing Serious Drought and/or Desertification, particularly in Africa	5 December 1998	No expiration date
UNESCO – World Heritage Centre	14 May 1999	No expiration date
Regional Multilateral Environmental Agreements		
Carpathian Convention	13 November 2006	No expiration date
Inter-American Convention for the Protection and Conservation of Sea Turtles	8 July 2012	8 July 2017
Global intergovernmental organisations and processes (IGOs)		
United Nations Conference on Trade and Development	1 September 2002	No expiration date
UNEP-GRASP (Great Apes Survival Project Partnership)	6 February 2007	No expiration date
UNESCO - IHE	3 November 2013	3 November 2018
Regional intergovernmental organisations and processes (IGOs)		
African Centre for Parliamentary Affairs (ACEPA)	28 June 2013	28 June 2018
The ASEAN Centre for Biodiversity	17 November 2011	No expiration date
Conservation of Arctic Flora and Fauna (CAFF) – Working Group of the Arctic Council	12 July 2012	No expiration date
ICPDR – International Commission for the Protection of the Danube River, on observer status of Ramsar Convention at DRP Convention	8 November 2000	No expiration date
LCBC – Lake Chad Basin Commission	23 November 2002	No expiration date
The Niger Basin Authority (NBA)	23 November 2002	No expiration date
International Organization Partners (IOPs)		
IOPs (BirdLife, IUCN, IWMI, Wetlands International, WWF International)	19 May 2011	19 May 2017
IUCN-US, Letter of Agreement on mobilization of funds	4 July 2012	3 July 2017
Other International NGOs and organizations		
France - Association Ramsar France : Charte pour la gestion des sites Ramsar	15 November 2011	No termination date

Charles Sturt University	3 November 2013	3 November 2018
Conservation International	10 April 2013	10 April 2018
Ducks Unlimited	2 February 2012	No expiration date
ICLEI – Local Governments for Sustainability	12 May 2015	30 June 2021
International Association for Impact Assessment	22 June 2001	No expiration date
JICA – Japan International Cooperation Agency	3 June 2015	31 December 2020
Society for Ecological Restoration (SER)	31 January 2012	31 January 2018
Society of Wetland Scientists (SWS)	1 July 2011	1 July 2017
Stetson University College of Law	1 March 2016	28 February 2022
The Albertine Rift Conservation Society (ARCOS)	23 May 2013	22 May 2018
The Nature Conservancy (TNC)	7 July 2012	No expiration date
Université Senghor	13 May 2013	No expiration date
World Association of Zoos and Aquariums (WAZA)	17 June 2009	No expiration date
Private sector		
Danone Evian	1 January 2016	31 December 2016
Star Alliance-IUCN- Ramsar: Biosphere Connections	September 2014	Automatic annual renewal

Table 2. Expired signed agreements and their validity

* Agreements under renewal

Organization Name	Start Date	Expiration Date
Center for International Earth Science Information Network, Columbia University (USA), and Wetlands International	April 2000	31 December 2002
Convention on the Conservation of Migratory Species of Wild Animals (CMS) – Joint Work Plan	14 May 2012	2014
Convention for the Protection of the Marine Environment and the Coastal Region of the Mediterranean (Barcelona Convention)	7 February 2006	7 February 2012
Convention for the Protection and Development of the Marine Environment of the Wider Caribbean Region (Cartagena Convention)	29 June 2005	29 June 2011
Commission Internationale du Bassin Congo-Oubangui-Sangha (CICOS)	20 March 2006	19 March 2012
European Environment Agency	27 February 2006	27 February 2012
European Space Agency (ESA)	18 June 2009	31 December 2011
Eurosite	24 September 1999	24 September 2002
FAO-GTOS (Global Terrestrial Observing System)	13 June 2006	13 June 2012
Global Nature Fund	29 September 2004	29 September 2010
Greece, Ministry of Environment, Physical Planning and Public Works (concerning Secretariat of the Mediterranean Wetlands Initiative, for the period 2009-2011)	12 April 2010	31 December 2011
Japanese Aerospace and Exploration Agency (JAXA)	12 October 2010	12 October 2012
International Ocean Institute	17 October 2006	17 October 2012
Organization of American States (OAS)	17 February 2010	17 February 2016
Panama – The Government of the Republic of Panama (Regional Center in the Western Hemisphere)	28 February 2003	28 February 2013

South Pacific Regional Environment Programme (SPREP)	December 2012	31 December 2015
UNEP-GPA (Global Programme of Action for the Protection of the Marine Environment from land-based activities)	17 October 2006	17 October 2011
* UNEP/OCHA Environment Unit of the UN Office for the Coordination of Humanitarian Affairs	January 2007	January 2013
UNEP World Conservation Monitoring Centre (WCMC)	4 June 2010	31 December 2012
UN World Tourism Organization (WTO)	2 February 2010	2 February 2013
Wetland Link International (WLI)	12 November 2005	12 November 2011
* The Wildfowl and Wetlands Trust (WWT) with Wetland Link International (WLI)	1 November 2011	1 November 2014
World Bank	16 February 2010	30 June 2015
World Health Organization (WHO)	18 February 2011	18 February 2012

Annex 2

Proposed MOU between Ramsar and UNEP (as of 29 February 2016)

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE UNITED NATIONS ENVIRONMENT PROGRAMME (UNEP)
AND
THE CONVENTION ON WETLANDS OF INTERNATIONAL IMPORTANCE, ESPECIALLY AS WATERFOWL
HABITAT**

WHEREAS the United Nations Environment Programme (hereinafter referred to as “UNEP”) is the leading global environmental authority that sets the global environmental agenda, promotes the coherent implementation of the environmental dimension of sustainable development within the United Nations system and serves as an authoritative advocate for the global environment, including biological diversity, worldwide;

WHEREAS UNEP has the mandate to catalyze use by countries and regions of the ecosystem approach that integrates the management of land, water and living resources to conserve biodiversity and sustain ecosystem services for sustainable development and improved human wellbeing, building on participatory approaches including the use of UNEP’s convening power to work with governments and key stakeholders;

WHEREAS the Convention on Wetlands of International Importance, especially as Waterfowl Habitat (hereinafter referred to as “Ramsar Convention”) is an international treaty whose stated mission is: “the conservation and wise use of all wetlands through local and national actions and international cooperation, as a contribution towards achieving sustainable development throughout the world.”

WHEREAS UNEP and the Ramsar Convention (hereinafter collectively referred to as “Parties”) share common objectives with regard to the conservation, protection, enhancement and support of nature and natural resources, including biological diversity worldwide, and wish to collaborate to further these common goals and objectives within their respective mandates and governing rules and regulations;

WHEREAS UNEP and the Ramsar Convention wish to contribute to the implementation of The 2030 Agenda for Sustainable Development and related Sustainable Development Goals as well as the Medium-term Strategy of UNEP 2014-2017 and Ramsar Strategic Plan 2016-2024;

WHEREAS the Parties intend to conclude this Memorandum of Understanding (hereinafter referred to as “MOU”) with the aim of consolidating, developing and detailing their cooperation and effectiveness to achieve the common objectives in the field of environment;

THEREFORE, UNEP AND RAMSAR CONVENTION HAVE AGREED TO COOPERATE UNDER THIS MEMORANDUM OF UNDERSTANDING AS FOLLOWS:

Article 1 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 complements all prior 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.

Article 2 Duration

1. This MOU shall be effective upon the last date of signature of the approving officials and remain in force until 31 December 2018, unless renewed by the Parties or terminated in accordance with Article 15 below.

Article 3 Purpose

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 support of data, shared ambitions, and use of technology, in order to promote sustainable development benefits conferred by all types of wetlands (for instance, rivers, lakes, coral reefs, marshes, estuaries and peatlands, *inter alia*.)
2. The objectives of this MOU shall be achieved through:
 - a. Regular dialogue and meetings between UNEP and Ramsar Convention;
 - b. Execution of separate legal instruments between the Parties to define and implement any subsequent activities, projects and programmes pursuant to Article 1.2.
 - c. Implementation of a set of activities listed in Article 4 that can be reviewed, revised and adjusted by the Parties.

Article 4

Areas of Cooperation

1. 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 Article 5 to allow the Parties to respond to newly emerging issues in the realm of environment and sustainable development.

2. The Parties have agreed to the following overarching themes for this MOU, which form part of UNEP's mandate and programme of work and have been approved by UNEP's governing body. The items listed below are also priorities or ongoing activities of Ramsar Convention, in accordance with its mandate and Strategic Plan for 2016 - 2024. All could be strengthened through the cooperation of the Parties.

3. Details of activities under the following overarching themes are to be presented in work plans agreed by the Parties. These work plans are considered documents in progress, which can be updated according to emerging needs identified by the Parties. This MoU will not require amendment. The first agreed work plan is attached to this MoU as Annex 1.
 - a. **Improve access to useful information about the status, condition of wetlands, globally.**
 - i. **Online platform for sharing key, up to date, data and information relating to wetlands.**
 - ii. **World Database on Protected Areas (WDPA).**
 - iii. **Strengthen Economic Analysis.**
 - iv. **Improve biodiversity indicators and monitoring.**

 - b. **Improve synergies and the catalytic role of each Party.**
 - i. **Leverage a broader range of benefits that wetlands provide for sustainable development.**
 - ii. **Protection of biodiversity.**
 - iii. **Clean supplies of freshwater.**
 - iv. **Supporting climate change mitigation and adaptation and disaster risk reduction.**
 - v. **Supporting implementation of relevant Multilateral Environmental Agreements.**
 - vi. **Degraded wetlands.**
 - vii. **Integrated management of river basins and other specialist groups.**
 - viii. **Supporting conflict-affected countries.**
 - ix. **Sharing UNEP and Ramsar Convention relevant expertise**

 - c. **Efficient exchange of information and advice.**

The activities below will support achievement of Resolution XII.3 'Enhancing the languages of the Convention and its visibility and stature, and increasing synergies with other multilateral environmental agreements and other international institutions'.

- i. UNEP, according to its mandate and within available resources, may provide support to the achievement of the Ramsar Convention Strategic Plan for 2016 – 2024, including indicators development, and where possible shall participate in meetings.

- ii. Ramsar Convention shall continue to participate in the UNEP Information and Knowledge Management Initiative for MEAs (InforMEA).
 - iii. Ramsar Convention and UNEP will provide support to the process of enhancing synergies and cooperation among biodiversity-related MEAs.
 - iv. UNEP and the UNEP-WCMC shall continue to participate in the Ramsar Convention Scientific, Technical and Reporting Panel (STRP) as Observer.
- d. **To increase financing of wetlands**
 The activity below will support achievement of Target 17 of the Ramsar Strategic Plan 2016-2024 on making available financial and other resources for effectively implementing the Strategic Plan 2016 – 2024 from all sources.
- i. The Parties may collaborate in order to maximize opportunities for wetlands financing including through the GEF funding.

Article 5 Organization of the Cooperation

1. The Parties shall hold annual meetings on matters of common interest, electronically if necessary, in accordance with an agenda agreed in advance by the Parties, to discuss technical and operational issues related to furthering the objectives of this MOU;
2. Within the context defined above, further bilateral technical and operational meetings may be called including ad hoc meetings as deemed necessary by the Parties to address matters of common interest for the implementation of activities in specific areas, countries and regions.
3. Each Party undertakes to share knowledge and information in its area of operations and expertise relevant to the MOU with the other Party.
4. No financial obligation shall result from this MOU to either Party. Any financial arrangement shall be the subject of a separate agreement according to Article 1 and sub-article 2.

Article 6 Status of the Parties and their Personnel

1. The Parties acknowledge and agree that Ramsar Convention is an entity separate and distinct from the United Nations, including UNEP. The employees, personnel, representatives, agents, contractors or affiliates of Ramsar Convention, including the personnel engaged by Ramsar Convention 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 UNEP, nor shall any employees, personnel, representatives, agents, contractors or affiliates of UNEP be considered, in any respect or for any purposes whatsoever, as being employees, personnel, representatives, agents, contractors or affiliates of Ramsar Convention.
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 Article 1, sub-article 2, the Parties may engage in fundraising from the public and private sectors to support the activities, projects and programmes to be developed or carried out pursuant to this MOU. The Parties shall keep each other informed of ongoing fundraising efforts related to this MOU, as appropriate.
2. 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.

Article 8 Intellectual Property Rights

1. 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 Article 8, sub-article 2.
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 legal instrument concludes as per Article 1, sub-article 2.

Article 9 Use of Name, Emblem and Logo

1. Neither Party shall use the name, emblem, logo 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 UN or UNEP name or emblem be granted for commercial purposes.
2. Ramsar Convention acknowledges that it is familiar with the independent, international and impartial status of the UN and UNEP, 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 UNEP.
3. 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.

Article 10 United Nations Privileges and Immunities

1. 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. 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.
3. For UNEP, 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. Ramsar Convention shall indemnify, hold and save harmless and defend at its own expense, the United Nations and UNEP, 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 Ramsar Convention.

Article 13
Dispute Settlement

1. 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.
2. Any dispute, controversy or claim between the Parties arising out of this MOU which is not settled amicably in accordance with the foregoing sub-article 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.

Article 14
Notification and Amendments

1. Each Party shall promptly notify the other 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 mutual 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 three months' prior written notice to the other Party.
2. 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.
3. Any termination of the 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 legal instrument executed pursuant to this MOU.
4. The obligations under Articles 8 to 13 do not lapse upon expiry, termination of or withdrawal from this MOU.

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

For United Nations Environment Programme

For Ramsar Convention

.....
Name:
Mr. Achim Steiner,
UNEP Executive Director

.....
Name:
Dr. Ania Grobicki
Acting Secretary General, Ramsar
Convention

Annex 1. Work Plan

a. Improve access to useful information about the status, condition of wetlands, globally.

- i. **Online platform for sharing key, up to date, data and information relating to wetlands.** Together, UNEP's Division of Early Warning and Assessment (DEWA), the Global Resource Information Database GRID-Geneva as part of the global group of environmental information centres collaborating with UNEP (linking with the UNEP Live knowledge management platform) and the Ramsar Convention are collaborating in a system for gathering and reporting information that allows for continually tracking the condition of wetlands. The Parties are collaborating towards reporting system for the Ramsar Convention's 'Wetlands of International Importance' around the world. The next level of collaboration will leverage earth observation (including via existing partners of each organization) as appropriate and ground data in order to develop a more detailed and complete picture of the condition of all wetlands, globally. This system can help highlight 'hotspots' (areas under rapid change or facing significant pressures) and become a valuable tool for tracking wetland extent changes relevant to Sustainable Development Goal Target 6.6 "By 2020, protect and restore water-related ecosystems, including mountains, forests, wetlands, rivers, aquifers and lakes". This work will also support achievement of Target 8 of the Ramsar Strategic Plan 2016-2024 concerning the use of remote sensing data to support national wetland inventories, to promote the conservation and effective management of wetlands.
- ii. **World Database on Protected Areas (WDPA).** Cooperate in order to provide available information to WDPA in order to request them to include all relevant information on Ramsar Sites through the development and maintenance of appropriate links between the WDPA and the Ramsar Site Information Service. UNEP and Ramsar Convention will build on this so as to increase opportunities for assessing the relationship between Ramsar Sites and protected areas, including other internationally Convention of Biological Diversity and World Heritage Convention recognized sites. This work will support achievement of Goal 2 of the Ramsar Strategic Plan 2016-2024 concerning the effective conservation and management of Ramsar Sites, and in particular Target 6 on increasing the area, numbers and ecological connectivity of protected sites.
- iii. **Strengthen Economic Analysis.** Co-operate in order to bolster the availability of sound economic analysis relating to the conservation and wise use of wetlands, including via support for Payment for Ecosystem Services, development of Water and Wetland Habitat Funds, and continued strong and deeper reflection of the economic value of wetlands in on-going UNEP's work including the Economics of Ecosystems and Biodiversity (TEEB) and the Valuation & Accounting of Natural Capital for Green Economy (VANTAGE). Special focus can be given to accounting of wetland ecosystems, valuation of regulating and cultural services of the wetlands and application of market based instruments for wetland management (e.g. wetland banking). Economic analysis of ecosystem services from wetland would provide a strong rationale for "bankable" projects in the wetland management programme, which in turn would pave the path of mainstreaming these critical ecosystems into design and implementation of development policies. This work will support achievement of Target 11 of the Ramsar Strategic Plan 2016-2024 that wetland functions, services and benefits are widely demonstrated, documented and disseminated.

iv. **Improve biodiversity indicators and monitoring.** UNEP/DEWA and UNEP-WCMC, the Ramsar Convention Secretariat and the Scientific and Technical Review Panel of the Ramsar Convention (STRP) will continue collaboration in development of indicators, including via the Biodiversity Indicators Partnership, and other products that support a deeper assessment and description of the 'State of the World's Wetlands', as well as supporting the monitoring of the Sustainable Development Goals. The work might highlight underpinning of regulating services of wetlands. In addition, as part of work to promote and build capacity for data mobilization, indicators and assessment, UNEP will work with Ramsar national focal points. This work will support achievement of Target 14 of the Ramsar Strategic Plan 2016-2024 concerning the development of scientific guidance and technical methodologies at global and regional levels on relevant topics and which is then made available to policy makers and practitioners.

b. Improve synergies and the catalytic role of each Party.

- i. **Leverage a broader range of benefits that wetlands provide for sustainable development.** UNEP, according to its mandate and within available resources, may support Ramsar Convention Contracting Parties to fulfil their commitments under the Convention, especially where co-benefits exist for other relevant Multilateral Environmental Agreements (MEAs). Ramsar Convention Senior Regional Advisors will work directly with UNEP staff, including regional seas conventions and action plans, to ensure a coordinated approach. This work will support achievement of Target 18 of the Ramsar Strategic Plan 2016-2024 concerning strengthening international cooperation at all levels.
- ii. **Protection of biodiversity.** UNEP, according to its mandate and within available resources, may support Ramsar Convention Contracting Parties to fulfil their commitments under the Convention, in line with the development and revision of National Biodiversity Strategies and Action Plans (NBSAPs). UNEP may assist with gathering information about the status and pressures on biodiversity that exist in designated 'Ramsar Sites', and increase understanding of wise use concepts put forward by the Convention. Ramsar Convention Senior Regional Advisors will work directly with UNEP staff to ensure a coordinated approach. This work will support achievement of Target 18 of the Ramsar Strategic Plan 2016-2024 concerning strengthening international cooperation at all levels.
- iii. **Clean supplies of freshwater,** an expert selected by the Ramsar Convention may participate as an observer in the Steering Committee of UNEP/DEPI's Wastewater Initiative. Other freshwater opportunities shall be explored and developed in particular where there is a role for better management of wetland ecosystems to contribute to better freshwater outcomes. This work will support achievement of Target 3 of the Ramsar Strategic Plan 2016-2024 to engage with the public and private sectors in order that they increase their efforts to apply guidelines and good practices for the wise use of water and wetlands.
- iv. **Supporting climate change mitigation and adaptation and disaster risk reduction,** wetland ecosystems face severe effects from climate change and disasters, but also provide critical ecosystem services that mitigate climate change and disaster impacts and contribute to local and national resilience. Recalling the Ramsar Convention Resolution X.24 on Climate Change and Wetlands and recognizing the recently adopted Resolution XII.13 on Wetlands and Disaster Risk Reduction, the Parties will work

together to support countries in mainstreaming ecosystem-based disaster risk reduction and adaptation approaches into national wetland management plans and their implementation, for instance by carrying out climate and disaster risk assessments, reviewing and updating existing guidance on wetlands, capacity building and technical assistance. The Parties will also cooperate to ensure that wetland management plans and other water and catchment management plans are integrated into national strategic plans, including national disaster risk reduction and climate change adaptation strategies. Wetland ecosystems (in particular peatlands and mangroves) can also provide very important mitigation services. The Parties may therefore support countries and stakeholders in their climate change mitigation, especially Reducing Emissions from Deforestation and Forest Degradation (REDD+), actions on readiness efforts, on planning, financing and delivery of Result Based Actions and for receiving Result Based Payments and other Payments for Ecosystems Services". This work will support achievement of Target 1 of the Ramsar Strategic Plan 2016-2024 to feature wetland benefits in national/ local policy strategies and plans relating to key sectors.

- v. **Supporting implementation of relevant Multilateral Environmental Agreements:** When developing and implementing activities which support implementation of relevant multilateral environmental agreements at the national level, UNEP may collaborate with Ramsar Convention national focal points in order to help ensure coherent implementation of multilateral environmental agreements, and effective integration of multilateral environmental agreements into national policies and practices. This work will support achievement of Target 18 of the Ramsar Strategic Plan 2016-2024 concerning strengthening international cooperation at all levels.
- vi. **Degraded wetlands.** Whether due to unsustainable management, climate change or disasters, the Parties, according to their mandate and within available resources, will support countries and stakeholders in their ecosystem restoration and climate change adaptation efforts. This work will support achievement of Target 12 of the Ramsar Strategic Plan 2016-2024 concerning the restoration of degraded wetlands, with priority to wetlands that are relevant for biodiversity conservation, disaster risk reduction, livelihoods and/or climate change mitigation and adaptation.
- vii. **Integrated management of river basins and other specialist groups.** The Parties will collaborate, as appropriate, to strengthen the role of basin organizations in the integrated management of river basins, and with other specialists groups working on rivers, lakes, mangroves, coral reefs, peat-lands and bogs. This work will support achievement of Target 9 of the Ramsar Strategic Plan 2016-2024 on strengthening the wise use of wetlands through integrated resource management at the appropriate scale, inter alia, within a river basin or along a coastal zone
- viii. **Supporting conflict-affected countries.** Where competition over wetland resources may be a source of conflict the Parties may collaborate to sensitize and advise decision-makers on actions to reduce risks to wetlands. This may include collaborating in carrying out joint advisory missions, supporting conflict-affected countries in carrying out wetland inventories and management plans, developing relevant policies and regulations, and supporting the implementation of community-based wetland and catchment management projects. Ramsar Convention experts will provide technical support including on best practices. This work will support achievement of Goals 1, 2 and 3 of the Ramsar Strategic Plan 2016-2024.

- ix. **UNEP and Ramsar Convention relevant expertise.** In World Wetlands Day and the Conference of the Contracting Parties to the Ramsar Convention (CoP), UNEP may provide expertise, including resource persons at cost to UNEP, in Ramsar Convention related events that take place around the world, including World Wetlands Day and the CoP. This work will support achievement of Target 16 of the Ramsar Strategic Plan 2016-2024 on mainstreaming wetland conservation and wise use through communication, capacity development, education, participation and awareness.
- x. The Ramsar Convention may provide expertise, including resource persons at cost to the Ramsar Convention in UNEP related events that take place around the world, including World Environment Day and the sessions of the United Nations Environment Assembly of UNEP. This work will support achievement of Resolution XII.3 ‘Enhancing the languages of the Convention and its visibility and stature, and increasing synergies with other multilateral environmental agreements and other international institutions’.

c. Efficient exchange of information and advice.

The activities below will support achievement of Resolution XII.3 ‘Enhancing the languages of the Convention and its visibility and stature, and increasing synergies with other multilateral environmental agreements and other international institutions’.

- i. UNEP, according to its mandate and within available resources, may provide support to the achievement of the Ramsar Convention Strategic Plan for 2016 – 2024, including indicators development, and where possible shall participate in meetings.
- ii. Ramsar Convention shall continue to participate in the UNEP Information and Knowledge Management Initiative for MEAs (InforMEA).
- iii. Ramsar Convention and UNEP will provide support the process of enhancing synergies and cooperation among biodiversity-related MEAs.
- iv. UNEP and the UNEP-WCMC shall continue to participate in the Ramsar Convention Scientific, Technical and Reporting Panel (STRP) as observer.

d. To increase financing of wetlands

The activity below will support achievement of Target 17 of the Ramsar Strategic Plan 2016-2024 on making available financial and other resources for effectively implementing the Strategic Plan 2016 – 2024 from all sources.

The Parties may collaborate in order to maximize opportunities for wetlands financing including through the GEF funding.

Annex 3

Proposed MOU between the Nagao Natural Environment Foundation and the Ramsar Convention Secretariat

Memorandum of Understanding

(the “MOU”)

between

The Secretariat of the Convention on Wetlands of International Importance especially as Waterfowl Habitat (hereinafter “**Ramsar Secretariat**”), represented by **IUCN, International Union for Conservation of Nature and Natural Resources**, an association established under the laws of Switzerland and having its seat at Rue Mauverney 28, 1196 Gland, Switzerland (hereinafter “**IUCN**”);

and

The Nagao Natural Environment Foundation (hereinafter “**NEF**”), a non-governmental organization existing under the laws of Japan with its headquarters located at 3-3-7 Kotobashi, Sumida-ku, Tokyo 130-0022 Japan;

herein referred to as the “Parties” and “Party”, as the context may reasonably indicate or require.

Preamble

Whereas that since its inception in 1971, the Ramsar Convention on Wetlands of International Importance (hereinafter the ‘**Ramsar Convention**’), has formed the key international framework for the conservation and wise use of wetlands and their resources, and noting that the Ramsar Convention’s Contracting Parties are committed to working towards wise use of all their wetlands, to designating suitable Wetlands of International Importance and ensuring their conservation, and to cooperating on shared wetland systems;

Whereas the mission of the Ramsar Convention is the conservation and wise use of all wetlands through local and national actions and international cooperation, as a contribution towards achieving sustainable development throughout the world;

Whereas the mission of the NEF is dedicated to promoting nature conservation in developing countries, mainly in the Asia-Pacific region, through comprehensive programme for conservation research and activities, research grant scheme and scholarship scheme, and the NEF has especially contributed to the conservation, wise use and research of wetland and its biodiversity in the Asia-Pacific region including the Mekong – Chao Praya basins;

Whereas the Strategic Plan 2016-2024 of the Ramsar Convention calls for action to address the drivers of wetland loss and degradation, ensure the effective conservation and management of the Ramsar Site network, and the wise use of all wetlands;

Whereas the NEF, through its activities, can further contribute to the effective implementation of the Ramsar Convention by assisting the attainment of aims and targets of the Ramsar Strategic Plan 2016 – 2024.

Therefore, the Parties hereby agree as follows:

Article 1 Purpose

- 1.1 The Parties agree to establish the Nagao Wetland Fund (hereinafter the '**NWF**') with the aim to support the crucial and important efforts of the Administrative Authorities of Contracting Parties of the Ramsar Convention, local governments, researchers, non-governmental organizations and local communities of developing countries in the Asia-Oceania region to implement the Ramsar Convention and in particular, the Ramsar Strategic Plan 2016-2024. The NWF aims in particular to support projects concerning the conservation, restoration and wise use of wetlands, including communications, education and awareness, and also training for park rangers or staff working in wetland education centers.
- 1.2 With a view to achieving this aim, the NEF agrees to provide financial support to the Ramsar Secretariat through the NWF in accordance with this Memorandum of Understanding.

Article 2 Obligations of the Parties

- 2.1 The NEF undertakes to provide to the Ramsar Secretariat an annual amount of JPY 10,000,000 (ten million Japanese yens) corresponding to approx. USD 80,000 (eighty thousand United States Dollars) during this MOU for the NWF (the "**Funds**"). The first annual Fund payment shall be transferred to the account designated by the Ramsar Secretariat within thirty (30) days from the entry into force of this MOU. The subsequent annual Funds shall be transferred to the account designated by Ramsar Secretariat no later than the end of May of each year.
- 2.2 The Asia-Oceania Team within the Ramsar Secretariat, in due consultation with the NEF, as appropriate, will manage the NWF and provide regular updates in a timely and effective manner to the NEF on the use of the Funds provided and on the progress of the Projects contemplated in Article 1 above.

Article 3 Administration of the NWF

- 3.1 Each year, the Funds provided will be used to support three to four projects for a maximum amount of USD 20,000 (twenty thousand United States Dollars) per project (the "**Project**"). In principle, each Project will be implemented within a one year period, which period can be extended to a maximum of two years.
- 3.2 The Ramsar Secretariat shall administer the NWF and shall be entitled to use 10% of the Funds to cover administration costs.
- 3.3 The NEF and the Ramsar Secretariat shall constitute a selection committee composed by two representatives appointed by NEF and two members of the Asia-Oceania Team within the Ramsar Secretariat (the "**Selection Committee**"). The Selection Committee will select Projects

using clear and recognized criteria and a transparent, independent and accountable review process in line with the process used for the Ramsar Small Grants Fund.

Article 4 Applications for the NWF

- 4.1 Successful Project applications shall be designed to ensure that Project operations will contribute to the achievement of the specific objectives of the Ramsar Convention, in particular the achievement of the targets of the Ramsar Strategic Plan 2016-2024.
- 4.2 The Ramsar Secretariat shall make available an application form for the NWF based on the application for the Ramsar Small Grants Fund (Annex 1).
- 4.3 Without prejudice to the above, Project applications shall be eligible only if the total cost for equipment and salaries does not exceed 20% of the overall Project costs. In addition, the Project applications can include organization of workshops and the provision of reasonable hospitality for such workshops.

Article 5 Entry into Force and Duration

- 5.1 This MOU shall enter into force on 1st July 2016 and shall continue until 30th April 2021 (the “Initial Period”).
- 5.2 Unless terminated by written notice provided to the other Party at least sixty (60) days prior to the expiration of the Initial Period, the MOU shall be renewed for one additional period of five (5) years.

Article 6 Limitation of Liabilities

- 6.1 The Ramsar Secretariat shall not assume any liability for damages or loss resulting from injury to persons or property, arising out of or in relation to the execution of this MOU, except where such damage or loss was a result of the gross negligence or willful misconduct of Ramsar Secretariat.

Article 7 Intellectual Property

- 7.1 The Ramsar Secretariat and the NEF understand and acknowledge that the intellectual property, title rights, copyrights and all other rights whatsoever in nature in any material produced under the provisions of this MOU shall be vested jointly with the Ramsar Secretariat and the NEF. Any use of materials developed under, or as a result of, the terms of this MOU shall not be used subsequent to the termination of this MOU without written permission being granted by the Ramsar Secretariat and the NEF.
- 7.2 All outputs provided for in the framework of this MOU should explicitly refer to the Ramsar Convention and the NEF and prior written consent shall be sought and provided before the office logos of either the Ramsar Convention or NEF may be used.

Article 8
Jurisdiction and Dispute Resolution

- 8.1 This MOU shall be governed by, construed and enforced in accordance with the laws of Switzerland.
- 8.2 Any dispute, controversy or claim arising out of, or in connection with this MOU or its subject matter or formation shall in the first place be settled by direct consultations and negotiations in good faith between the Ramsar Secretariat and the NEF. Failing such settlement, any dispute or claim shall be subject to the exclusive jurisdiction of the courts of Geneva, without prejudice to each Party's right to appeal to the Swiss Federal Tribunal.

Dr. Ania Grobicki
Acting Secretary General
Secretariat of the Convention on Wetlands

Prof Dr Ryutaro Ohtsuka
President
Nagao Natural Environment Foundation

Date

Date

Annex 4

Agreement between the Steering Committee of the Ramsar Regional Centre – East Asia and the Secretariat of the Ramsar Convention on Wetlands, regarding their complementary roles and respective responsibilities

Introduction

1. The Convention on Wetlands of International Importance (hereinafter termed the ‘Ramsar Convention’), is an intergovernmental treaty that provides the framework for national action and international cooperation for the conservation and wise use of wetlands and their resources.
2. The day-to-day coordination of the Convention’s activities is carried out by a Secretariat (hereinafter termed the ‘Ramsar Secretariat’) based in Gland, Switzerland. The Ramsar Secretariat supports the Ramsar Convention’s Contracting Parties and partners to implement the Convention’s Strategic Plan, namely to address the drivers of wetland loss and degradation, effectively conserve and manage the Ramsar Site Network, and ensure the wise use of all wetlands.
3. The Ramsar Regional Centre – East Asia (hereinafter termed the ‘RRC-EA’) works to enhance the implementation of the Ramsar Convention primarily in East Asia and also in Southeast Asia. This is done through *inter alia*, capacity building, awareness raising, enhancing cooperation and networking, and providing technical and financial support.
4. The RRC-EA is fully endorsed as a regional initiative under the Ramsar Convention based on Decisions SC40-18 (2009) and Decision SC46-13 (2013) of the Standing Committee of the Ramsar Convention, as fully meeting the Operational Guidelines for Regional Initiatives operating within the framework of the Ramsar Convention.
5. The work of the RRC-EA has grown to provide support to 17 countries in East Asia and also in South-east Asia. It has also developed cooperation with a number of organizations in the region.
6. This written agreement has been developed in accordance with paragraph 6 of the ‘Operational Guidelines 2013-2015 for Regional Initiatives in the framework of the Convention on Wetlands’ approved by Decision SC46-28 (2013) of the Standing Committee which states that:

“The complementary roles of the coordinating mechanisms of Regional Initiatives and the Ramsar Secretariat, including their respective responsibilities, may be defined in written arrangements, if agreed by all participating Contracting Parties.”

Coordination between the RRC-EA and the Ramsar Secretariat

7. The Steering Committee of the RRC-EA is the governing mechanism of the Initiative. It will ensure:
 - a) effective coordination between the RRC-EA, acting regionally, and the Ramsar Secretariat, acting globally and being responsible to the Standing Committee and the Ramsar Conference of the Parties (COP);

- b) that the RRC-EA will describe itself as an operational means to provide support for the implementation of the Strategic Plan and objectives of the Ramsar Convention, and present itself with its own identity, in order to avoid any confusion between the roles of Regional Initiatives, the Ramsar Administrative Authorities at national level, and the Ramsar Secretariat at international level. Practical means of achieving this include the adoption of a specific logo, to be used in combination with the Ramsar logo, and the establishment and regular updating of a specific website;
 - c) that the RRC-EA provides regular reports on their progress to the Ramsar Secretariat, the Standing Committee and the COP as required;
 - d) that the RRC-EA establish mechanisms that assure a minimal coordination between the Contracting Parties and other members participating in the Initiative.
8. The Ramsar Secretariat will:
- a) endeavour to the best of its ability and the availability of its human and financial resources, to assist Regional Initiatives, including through mobilization of additional resources.
 - b) will maintain regular links with the RRC-EA and provide advice so that global Ramsar guidelines are applied and that the strategic and operational targets of the RRC-EA are aligned with the Convention's Strategic Plan.

Governance of the RRC-EA

9. The Contracting Parties to the RRC-EA will approve the formation of the Steering Committee which will be the governance and advisory mechanism for the RRC-EA, and will work to provide coordination, guidance and insight for its work.
10. The Steering Committee will:
- a) operate independently and be responsible through its work and reporting to all members that constitute the RRC-EA (Contracting Parties and other members), not only to the host country or body;
 - b) operate in an equitable and transparent manner following operational procedures that are based on written, commonly agreed statutes, terms of reference, rules of procedure, or operational guidance;
 - c) inform the Ramsar Secretariat of its establishment and submit a list of its composition, statutes, terms of reference, rules of procedure, or other written regulations for the governance and coordination of the RRC-EA with the Secretariat, as well as the minutes and decisions taken by all meetings of the governance body;
11. The Ramsar Secretariat will provide assessment reports on the activities of the RRC-EA to the Standing Committee and the Conference of the Parties, and shall oversee their general policies relating to the implementation of the Convention.

Substantive elements of the work of the RRC-EA

12. The Steering Committee will ensure that the RRC-EA:

- a) is based on a bottom-up approach, to serve the interests of all Contracting Parties of the specific region covered by the RRC-EA, and that support from all such Contracting Parties is sought from the start;
- b) involves the participation, from the start, not only of the Administrative Authorities responsible for the implementation of the Convention in the relevant countries, but also of all other relevant stakeholders with an interest in and directly or indirectly responsible for wetland issues, including the ministries responsible for environment and water issues, intergovernmental bodies, Ramsar International Organization Partners ((hereinafter termed the 'IOPs'), other NGOs, academia, river basin commissions, local communities, and economic actors;
- c) bases its operation on the development of networks of collaboration established upon a clearly defined framework, thus creating an enabling environment for the involvement of all stakeholders at all levels;
- d) from an early stage, should seek collaboration with other intergovernmental or international partners and Ramsar IOPs operating in its region, by establishing complementary and non-duplicative activities. The establishment of such collaborations should be reported to the Secretariat;
- e) focuses its operation upon making optimal use of the Ramsar tools (frameworks, guidelines, guidance, methodologies, etc.) published in the Ramsar Handbooks, Technical Reports, and Briefing Notes series, and it should be based upon strong scientific and technical backing provided by relevant institutions which should be recognized as partners in the Initiative. The use of specific Ramsar guidance should be reported to the Ramsar Secretariat;
- f) will have strategic and operational targets that are fully aligned with the Strategic Plan of the Ramsar Convention by means of policy, site technical work, and activities including training, such as on the development of national wetland inventories and multi-sectoral national wetland committees in order to implement the Strategic Plan;
- g) raises the visibility of the Ramsar Convention and the general awareness of Ramsar objectives. Specific activities in the fields of communication, education and participatory processes with relevant stakeholders are included in the work plans. The outcomes of such activities should be communicated to the Ramsar Secretariat for use by the Ramsar CEPA Oversight Panel;
- h) supports the further development of the work of the Convention's Scientific and Technical Review Panel ((hereinafter termed the 'STRP') through cooperation with STRP national focal points in the region, STRP members and experts, and through synergies to be established at all possible levels of the activities undertaken by the RRC-EA.

Financial and other support

13. The Steering Committee will ensure that the RRC-EA receives:

- a) political support from all participating Contracting Parties, as well as financial support from at least one or more Contracting Parties and other relevant partners in the region;

- b) substantial support from the host country and that a hosting agreement is signed, in order to provide sufficient independence of operation of the RRC-EA in terms of staffing, accounting and fundraising.

Reporting and evaluation

14. The Steering Committee will ensure that the RRC-EA:

- a) submits progress reports to the Secretariat, according to a standard format, in time to allow adequate reporting to the next meeting of the COP;
- b) submits annual reports of progress and financial status to the Ramsar Secretariat in time for the preparation of the annual meeting of Standing Committee.

15. The Ramsar Secretariat will coordinate periodic assessments and reviews of the RRC-EA according to specific rules to be approved by the Standing Committee. These review procedures will assure that the RRC-EA is operating within the framework of agreed work plans and following the approaches approved by the Ramsar Convention through COP decisions.

Signature:

Signature:

Name:

Name:

Date:

Date:

Dr. Srey Sunleang,
Chair, Steering Committee
Ramsar Regional Centre – East Asia

Dr. Ania Grobicki,
Acting Secretary General
Secretariat, Ramsar Convention on Wetlands

Annex 5

Proposed MOU between Ramsar and UN-Habitat on the Wetland City Accreditation of the Ramsar Convention

PREAMBLE:

WHEREAS, the United Nations Human Settlements Programme (hereinafter referred to as “**UN-Habitat**”), established by the General Assembly of the United Nations by its resolution 32/162 of 19 December 1977, transformed into a Programme by its resolution 56/206 of 21 December 2001, having its Headquarters in Nairobi, Kenya. UN-Habitat is the coordinating agency within the United Nations System for human settlement activities, the focal point for the monitoring, evaluation and implementation of the Habitat Agenda, as well as the task manager of the human settlements chapter of Agenda 21, and, in collaboration with governments is responsible for promoting and consolidating collaboration with all partners, including local authorities and private and non-governmental organizations in the implementation of the Habitat Agenda and the 2030 Agenda for Sustainable Development Goals (SDGs) in particular, Goal 11 of “*Making cities and human settlements inclusive, safe, resilient and sustainable*”;

WHEREAS, the Ramsar Convention, (hereinafter referred to as “**Ramsar**”), is 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 on Wetlands, signed in Ramsar, Iran, in 1971, is an intergovernmental treaty which provides the framework for national action and international cooperation for the conservation and wise use of wetlands and their resources. There are as of May 2016 169 Contracting Parties to the Convention, with 2,240 wetland sites, totalling 215,240,112 ha, designated for inclusion in the List of Wetlands of International Importance. Since its inception, the Convention has progressively developed its scope and approach to address the sustainable utilization of wetland resources in the context of integrated territorial and water resource planning and management. The work of the Convention is organized around three pillars: i) the wise use of all wetlands through national plans, policies and legislation, management actions and public education; ii) the designation and sustainable management of suitable wetlands for inclusion on the list of Wetlands of International Importance; and iii) international cooperation on transboundary wetlands and shared species. Under Sustainable Development Goal 6 on water and sanitation, wetlands appear within Target 6.6 “*By 2020, protect and restore water-related ecosystems, including mountains, forests, wetlands, rivers, aquifers and lakes*”. Wetlands are also been mentioned in Target 15.1 of SDG 15 on land ecosystems and biodiversity: “*By 2020, ensure the conservation, restoration and sustainable use of terrestrial and inland freshwater ecosystems and their services, in particular forests, wetlands, mountains and drylands, in line with obligations under international agreements*”;

WHEREAS, UN-Habitat and Ramsar, (hereinafter collectively referred to as the “**Parties**” and individually as the “**Party**”), acknowledge and confirm their commitment to work together and collaborate in relevant areas, including, but not limited to: wetland wise use, wetland and biodiversity conservation, wetland and urbanization, poverty reduction, environmental protection, urban planning, catchment management, improving legislative, institutional and financial frameworks, building capacity in wetland, water and sanitation service provider agencies, local authorities and communities for local wetland governance and urban management;

ACKNOWLEDGING that Ramsar's general commitments set out by the Contracting Parties,

as of March 2016, meeting every three (3) 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; of) and Wetlands and urbanization;

RECALLING the 11th Meeting of the Conference of the Parties ("COP11") adopted Resolution XI.11 on the *Principles for the sustainable planning and management of urban and peri-urban wetlands* recognizing that the said *Principles* can also be applied to spatial planning and management in rural areas, as appropriate, and it urges Contracting Parties and other governments to act upon these Principles. Resolution XI, 11 also asked the Ramsar to explore establishing a "wetland city accreditation" system, which may in turn provide positive branding opportunities for cities that demonstrate strong and positive relationships with wetlands;

TAKING NOTE that Ramsar developed the Framework for the Wetland City accreditation and that this accreditation would encourage cities that are close to and depend on wetlands, primarily Wetlands of International Importance, but also other wetlands, to establish a positive relationship with these wetlands through increased participation and awareness and consideration of wetlands in local planning and decision making. The Wetland City accreditation of the Ramsar is so labeled in order to promote the conservation and wise use of wetlands and regional and international co-operation, as well as to generate sustainable socio-economic benefits for the local populations;

WHEREAS, A candidate city for the Wetland City accreditation would be approved as an accredited Wetland City by an Independent Advisory Committee, after being proposed by the Contracting Party on whose territory it stands and completing the accreditation procedure. Newly accredited cities join the global network of Wetland Cities established by this framework. Accreditation as a Wetland City of Ramsar is not intended to confer any legal rights or legal obligations on the city or the Contracting Party. The aim of this Framework is to improve the local authority or authorities' work with wetlands. This includes promoting conservation and wise use of wetlands within the local authorities' boundaries, and when relevant, Ramsar Sites;

NOW, THEREFORE, the Parties have entered into the present Memorandum of Understanding (hereinafter referred to as the "MOU") in a spirit of trust and cooperation and hereby agree as follows.

ARTICLE I

Scope and Purpose

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 relating to the Framework for the Wetland City accreditation.

ARTICLE II

Areas of Cooperation

1. Subject to Article IV herein below, the parties have agreed to jointly cooperate in the following areas:
 - (a) Provide a framework for cooperation and understanding and to facilitate the collaboration between the Parties with the objective to support the Framework for

the Wetland City accreditation and leading the Independent Advisory Committee of the Wetland City accreditation scheme who shall review the applications and decide whether to accredit proposed cities;

- (b) 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, wellbeing of citizens and greening the economy;
- (c) Strengthen the cooperation between the Parties on a global level to identify areas for such cooperation; and to develop program and project activities to implement the shared objectives of the two partners;
- (d) Provide a framework for the cooperation of regional entities of both Parties and encouraging such partnerships for more detailed project specific agreements;
- (e) Preparation and execution of studies, and promotion and development of projects and programmes particularly in the fields of Wetlands and Cities and sustainable development;
- (f) Organizing and conducting research, conferences, symposia, seminars and other meetings related to wetland and cities, and conservation and sustainable development; and
- (g) Exchange of necessary data on wetlands and cities the conservation and wise use of urban and peri urban Ramsar Sites and other wetlands.

ARTICLE III

Implementation of the Memorandum and Financial Arrangements

1. The Parties shall not undertake any actions, incur any expenses or make any commitments, financial or otherwise, which would be inconsistent with:
 - (a) This MoU;
 - (b) Any existing agreements or commitments which either Party has entered into prior to the signing of the MOU;
and
 - (c) The respective Party's regulations, rules, policies and procedures, including, as necessary, the approval of their internal governing bodies.
2. This MoU sets out the general framework of cooperation between the Parties and does not obligate either Party to provide any funds for the other Party, in performing any responsibilities or engaging in any acts under this Memorandum of Understanding, each Party shall bear its own costs.
3. Nothing in this MoU shall obligate either of the Parties to appropriate funds, or enter into any contract, agreement or other obligation except as set forth in this Memorandum of Understanding or as they may mutually agree in writing.
4. In the case of contributions by one Party to the other Party in support of particular activities, the appropriate financing arrangements shall be established in writing, specifying the costs or expenses relating to the activity, how they are to be borne by the Parties and the

arrangements of transferring funds from one Party to the other.

ARTICLE IV
Consultations

1. The Parties agree to keep each other informed and, where necessary, consult on matters of common interest, which in their opinion are likely to lead to mutual collaboration.
2. The Parties agree to convene joint co-ordination meetings to agree on programmes of activities, and to review the progress of activities being carried out under this Memorandum of Understanding at such intervals as they deem appropriate.

ARTICLE V
General Responsibilities of the Parties

1. The Parties undertake to work together in the achievement of the objectives of this collaboration in good faith and in a spirit of friendly cooperation, as set out in this MoU.
2. The Parties shall collaborate in raising awareness and keeping the other party informed of policies that may affect the Initiative.
3. The Parties shall refrain from any action that may adversely affect the interests of the other Party and fulfill their commitments with fullest regard to the terms and conditions of this MoU and the principles of the United Nations and UN-Habitat.
4. Each party shall nominate a focal point for this collaboration as stated under **Article XVIII** ("**Notices**") herein below.
5. The Parties may exchange information and consult each other, as necessary and appropriate, in the interest of identifying additional areas in which effective and practical cooperation may be possible as means of carrying out joint activities and programmes within the framework of this MoU.

ARTICLE VI
Responsibilities of UN-Habitat

1. Subject to Article III herein above, the specific responsibilities of UN-Habitat are as follows:
 - (a) Chair the work of the Independent Advisory Committee of Wetland City accreditation;
 - (b) Provide technical support to the Independent Advisory Committee of Wetland City accreditation to review the applications and decide whether to accredit proposed cities;
 - (c) In consultation with Ramsar, assist the Independent Advisory Committee in completing accreditation decisions within the timeframe and using the criteria outlined in the Annex to Resolution XII.10;
 - (d) Assist Ramsar, as appropriate, in mobilizing funding for a long term wetland City Accreditation Programme for the wise use of urban and peri urban wetlands

ARTICLE VII
Responsibilities of Ramsar

1. Subject to Article III herein above, the specific responsibilities of Ramsar are as follows:
 - (a) Assist with the organization of the Independent Advisory Committee meetings. Collect proposals from Contracting Parties and submit them to the Independent Advisory Committee;
 - (b) The Ramsar Standing Committee review the report of the Independent Advisory Committee listing those cities approved for accreditation and transmit it to the Conference of the Parties;
 - (c) The Ramsar Secretary General provides the Contracting Party with an accreditation certificate, containing the Ramsar Convention logo, for the Wetland City;
 - (d) Collaborate with UN-Habitat to develop and implement wetlands an urbanisation related projects/programmes within the framework of the Wetland City Accreditation; and
 - (e) Consult UN-Habitat in mobilizing funding for a long term wetland City Accreditation Programme for the wise use of urban and peri urban wetlands

ARTICLE VIII
Applicability of United Nations Regulations and Rules

1. In the event that the Parties through separate agreements undertake to carry out specific projects, The United Nations Regulations, Rules, Policies and Practices shall be applicable to project activities in any respect, including engagement of staff consultants, procurements and audit if the project is executed by either Party.

ARTICLE IX
Monitoring, Evaluation

1. The Parties shall maintain regular close consultations to monitor and review the progress of the partnership.
2. The Parties shall share with each other, all relevant information and documents, including research, reports and any other information related to the partnership.
3. The Parties, may, wherever possible and appropriate, undertake joint missions with respect to the partnership

ARTICLE X
Copyright, Patents and other Propriety Rights

UN-Habitat shall be entitled to all intellectual property and other proprietary rights including but not limited to patents, copyrights, and trademarks, with regard to products, or documents and other materials which bear a direct relation to or are produced or prepared or collected in consequence of or in the course of the execution of this Agreement.

ARTICLE XI

Use of the Name, Emblem or Media

1. Neither Party will use the name or emblem of the other Party, or an abbreviation thereof, in connection with its business or otherwise, without the express prior written permission by a duly authorized representative of the Party in each case.
2. Neither Party has the authority, express or implied, to make any public statement on behalf of other Party and all press releases issued in relation to this MoU shall be approved in writing in advance by the Parties before being issued.

ARTICLE XII

Settlement of Disputes

Any disputes between UN-Habitat and Ramsar relating to the interpretation of this MOU that is not settled by negotiation or other agreed mode of settlement will be referred at the request of either party of final decision to a tribunal of three arbitrators, one to be named by the Secretary-General of the United Nations, one to be named by Ramsar, and the third, who will be the Chairperson, to be chosen by the first two: if either party fails to appoint an arbitrator within 60 days of appointment by the other party, or if these two arbitrators should fail to agree on the third arbitrator within 60 days of their appointment, the President of the International Court of Justice may make any necessary appoints, at the request of either party. However, any such dispute that involves a question regulated by the Convention on the Privileges and Immunities of the United Nations will be dealt with in accordance with Section 30 of that Convention.

ARTICLE XIII

Privileges and Immunities

Nothing in or relating to this Agreement shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including UN-Habitat.

ARTICLE XIV

Termination

1. This MoU may be terminated by either Party giving the other party a written notice of thirty (30) days prior to its intention to terminate. In the event of termination, the Parties will take the appropriate steps to bring activities under this MoU to a prompt and orderly conclusion.
2. The termination of this MoU shall not affect any other agreement already entered into by either Party.

ARTICLE XV

Amendments

This MoU may be modified by written agreement between the Parties hereto. Any relevant matter for which no provision is made in this MoU will be settled by the Parties in keeping with the general objectives of the MoU and in a manner that is conducive to continued good relations.

ARTICLE XVI
Entry into Force and Duration

1. This MOU shall enter into force on the date of signature and shall remain valid until terminated in writing by either party as outlined in **Article XIV ("Termination")** above.

ARTICLE XVII
Force Majeure; Other Changes in Conditions

1. In the event of and as soon as possible after the occurrence of any cause constituting force majeure, UN-Habitat shall give notice and full particulars in writing to Ramsar, of such occurrence or change if UN-Habitat is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Agreement. Ramsar shall also notify UN-Habitat of any other changes in conditions or the occurrence of any event, which interferes or threatens to interfere with its performance of this Agreement. On receipt of the notice required under this Article, Ramsar shall take such action as, in its sole discretion; it considers to be appropriate or necessary in the circumstances, including the granting to UN-Habitat of a reasonable extension of time in which to perform its obligations under this Agreement.
2. If UN-Habitat is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Agreement, Ramsar shall have the right to suspend or terminate this Agreement on the same terms and conditions as are provided for in Article XII, "Termination", except that the period of notice shall be three (3) weeks instead of three (3) months.
3. Force majeure as used in this Article means acts of God, war (*whether declared or not*), invasion, revolution, insurrection, or other acts of a similar nature or force.

ARTICLE XVIII
Notices

All notices and communications to each party required under or related to this MOU shall be forwarded to the respective addresses of each party, as follows:

<p>(a) For UN-Habitat</p> <p>For Operational Matters: Mr. Rafael Tuts</p> <p>Coordinator, Urban Planning and Design Branch</p> <p>P.O. Box 30030, Nairobi, 00100 Kenya</p> <p>Telephone: +254 20 762 3726</p> <p>E-mail : raf.tuts@unhabitat.org</p>	<p>(b) For Ramsar</p> <p>For Operational Matters: Mr. Paul Ouedraogo</p> <p>Senior Advisor for Africa</p> <p>28 rue Mauverney, CH-1196 Gland (Switzerland)</p> <p>Telephone. +41 22 9990164; Facsimile: +41 22 999 0169</p> <p>E-mail: ouedraogo@ramsar.org</p>
--	---

ARTICLE XIX
Confidential Nature of Documents

1. Information that is considered proprietary by either Party or that is shared or disclosed to the other, and is designated as confidential, shall be held in confidence by that Party and shall be used for the purpose for which it was disclosed.

ARTICLE XX
Conflict of Interest

1. The Parties hereto warrant that at the time of signing this MoU no conflict of interest exists or is likely to arise in the implementation of its obligations under this MoU.
2. If a conflict of interest arises or appears likely to arise during the duration of this MoU, the parties hereto shall:
 - (a) Immediately notify each other;
 - (b) Make full disclosure of all relevant information relating to the conflict; and
 - (c) Take such steps as reasonably required to resolve or otherwise deal with the conflict.

ARTICLE XXI
Legal Status of the Parties

1. Nothing contained in or relating to this MoU shall be construed to create a partnership, a joint venture, employment or agency relations between the Parties.
2. The officials, representatives, employees, or subcontractors of either Party shall not be considered in any respect as being employees or agents of the other Party.
3. The collaboration between the Parties under this MoU shall be on a non-exclusive basis.

IN WITNESS WHEREOF the Undersigned representative of UN-Habitat and Ramsar have signed this MoU in two (2) originals at the place(s) and on the date(s) herein below indicated.

For UN-Habitat	For Ramsar
<p style="text-align: center;">_____</p> <p style="text-align: center;">Raf Tuts Coordinator, Urban Planning and Design Branch</p> <p>Place: Nairobi, Kenya</p> <p>Date: _____</p>	<p style="text-align: center;">_____</p> <p style="text-align: center;">Dr. Ania Grobicki Acting Secretary General</p> <p>Place: Gland, Switzerland</p> <p>Date: _____</p>