



objectives through an integrated programme of activities, formulated, coordinated and implemented by its members and components. To deliver conservation and sustainability at both the global and local level, IUCN builds on its strengths in the areas of “*Science*” – 11,000 experts in six commissions<sup>3</sup> setting global standards in their fields, for example, the definitive international standard for species extinction risk (the IUCN Red List of Threatened Species); “*Action*” – conservation projects all over the world from the local level to those involving several countries, all aimed at the sustainable management of biodiversity and natural resources; and, “*Influence*” – through the collective strength of more than 1,200 government and non-governmental Member organizations to influence international environmental conventions, policies and laws.

**WHEREAS** at the Mediterranean level, IUCN is promoting the collaboration and cooperation between all relevant stakeholders (regional, national and local, private and public sectors) through its Centre for Mediterranean Biodiversity Conservation (CEMEX) and the Mediterranean

## **Article 1 Interpretation**

1. This MoU defines a cooperation programme between the Parties, which is developed within the frame of the Framework Agreement on Cooperation signed between them on 23 February 2005.
2. 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.
3. 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.
4. This MOU represents the complete understanding between the Parties and supersedes all prior MOUs, communications and representations, whether oral or written, concerning the subject matter of this MOU.
5. 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 effect for the duration of the Framework Agreement on Cooperation signed between the Parties on 23 February 2005, unless terminated in accordance with that agreement or Article 15 below.

## **Article 3 Purpose**

1. The purpose of this MOU is to provide a more specific framework of cooperation and understanding, and to facilitate collaboration between the Parties to further their shared goals and objectives in regard to the biodiversity, species conservation, governance, environmental law, information management, finance and regional cooperation.
2. The framework of cooperation mentioned in paragraph 1 above aims at:

#### **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 bi-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 preliminary and overarching areas of cooperation under this MOU, which form part of UNEP/MAP's mandate and programme of work. The items listed below are also priorities or ongoing activities of IUCN, in accordance with its mandate. The detailed areas of cooperation are listed in Annex 1.
  - a. Promotion of ecosystem based approaches for the conservation of coastal and marine environment and ecosystems and the sustainable management and use of coastal and marine living and other natural resources;
  - b. Identification, protection and management of coastal and marine areas of particular importance in the Mediterranean;
  - c. Evaluations, studies, pilot programmes and promotion activities to better understand and enhance valuation of Mediterranean ecosystems goods and services;
  - d. Enhancing Legal and institutional cooperation in the Mediterranean.
3. The above preliminary and overarching areas of cooperation are not exhaustive and should not be taken to exclude or replace other forms of cooperation between the Parties on other issues of common interest.

#### **Article 5 Organization of the Cooperation**

1. IUCN and UNEP/MAP shall hold bilateral consultations on matters of common interest as need be, in accordance with an agenda agreed in advance by them, aiming also at the development/review of their joint activities. Relevant international organizations and relevant initiatives/projects may be invited by both Parties to join such consultations. Further bilateral meetings at desk-to-desk and at expert level shall be encouraged and convened on an ad hoc basis, as deemed necessary by the institutions to address priority matters regarding the implementation of activities in specific areas, countries and regions.
2. UNEP/MAP and the IUCN will inform their relevant governing bodies on the progress made in implementing this Agreement by including this issue in the Progress Reports to each Ordinary Meeting/Annual Session of their respective governing bodies (Contracting Parties Meeting for UNEP/MAP and IUCN Global Congress).
3. UNEP/MAP and the IUCN shall identify an overall focal point responsible for the implementation and the monitoring of the activities and communicate it to one another.
- 4.

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



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

**For the Coordinating Unit of the  
Mediterranean Action Plan/Secretariat of the  
Barcelona Convention (UNEP/MAP)**

**For IUCN**

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Name: Elizabeth Mrema

Title: Officer in Charge,

Division of Environmental Policy Implementation  
United Nations Environment Programme (UNEP)

Date: \_\_\_\_\_

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Name:

Title:

Date: \_\_\_\_\_



**Appendix 1**

- e. Identification of new MPAs -national strategies and Action Plans for MPAs and exploration of new concepts such as MPAs for fisheries (MPA-F) in collaboration with GFCM
- f. Provision of the information needed for inclusion of SPAMIs in the World Database of Protected Areas (WDPA) (and in particular in its web interface Protected Planet)
- g. Advancing knowledge on and disseminating it to Promote Open Seas and Deep Seas Protected Areas in the Mediterranean

**3. ECOSYSTEMS GOODS AND SERVICES – Evaluations, studies, pilot programmes and promotion activities to better understand and enhance valuation of Mediterranean ecosystems goods and services**

- a. Economics of conservation