

 <p>Agreement on the Conservation of Albatrosses and Petrels</p>	<p><b>Fourth Meeting of the Parties</b> <i>Lima, Peru, 23 – 27 April 2012</i></p> <p><b>Development of Arrangements with Other Organisations</b></p> <p><b>Secretariat</b></p>
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## SUMMARY

At the Third Meeting of the Parties (MoP3) the Parties authorised the Secretariat to enter into non-legally binding arrangements (Memoranda of Understanding) with other organisations. Three of these Memoranda of Understanding (MoU) will expire in the period between MoP4 and MoP5. The approval of the Parties is sought for the Secretariat to negotiate new Memoranda of Understanding with these organisations.

The Convention for Migratory Species (CMS) has sought advice on whether the Agreement is interested in being a co-signatory on Partnership Agreements it enters into with other organisations, or alternatively, for the Agreement to enter into a work programme with another organisation under the umbrella of a CMS Partnership Agreement.

## RECOMMENDATION

- A. That the Meeting of the Parties authorise the Secretariat to enter into MoU with the:
  1. Commission for the Conservation of Antarctic Marine Living Resources (CCAMLR) to facilitate cooperation to minimise the incidental bycatch of albatrosses and petrels;
  2. Indian Ocean Tuna Commission (IOTC) to facilitate cooperation to minimise the incidental bycatch of albatrosses and petrels; and the
  3. Department of Economic Development, Tourism and the Arts (DEDTA) for the provision of office facilities and support for the Agreement's Secretariat.
- B. That the Meeting of the Parties gives consideration to the proposal from the CMS for the Agreement to participate in Partnership Agreements it arranges with other organisations.

## 1. CURRENT STATUS OF MOU APPROVALS

At MoP3, Parties adopted a template (Resolution 3.7) to be used by the Secretariat in negotiating future MoU and authorised the Secretariat ([MoP3 Report](#), para. 7.7.6) to commence discussions with a number of organisations with a view to negotiating MoU with them on the basis of the template. Table 1 shows the current status of MoU authorised by MoP. No changes are proposed to the template adopted at MoP3.

**Table 1. Table showing current status of MoU**

<b>Name of Institution</b>	<b>Authority for MoU</b>	<b>Commenced</b>	<b>End Date</b>	<b>Comments</b>
Commission for the Conservation of Antarctic Marine Living Resources (CCAMLR)	MoP3	1 April 2010	31 March 2013	It is recommended that MoP4 authorise a new MoU for a further six years to 31 March 2019.
Commission for the Conservation of Southern Bluefin Tuna (CCSBT)	MoP3			Not entered into. Proposal submitted to CCSBT in 2011 but MoU not supported by Chinese Taipei at that time.
Indian Ocean Tuna Commission (IOTC)	MoP3	3 April 2009	2 April 2014	It is recommended that MoP4 authorise a new MoU for six years, ending 2 April 2020.
Inter-American Tropical Tuna Commission (IATTC)	MoP3	14 July 2011	13 July 2017	Proposal for extension to be considered at MoP5.
International Commission for the Conservation of Atlantic Tunas (ICCAT)	MoP3			Not entered into. Proposal to be submitted to 2012 Commission meeting.
Latin American Organization for Fisheries Development (OLDEPESCA)	MoP3	4 September 2009	3 September 2015	Proposal for extension to be considered at MoP5.
South-East Atlantic Fisheries Organisation (SEAFO)	MoP3			Not entered into.
Department of Economic Development, Tourism and Arts (DEDTA)	MoP2 – Resolution 2.1	1 February 2007	31 January 2013	It is recommended that MoP4 authorise a new MoU for a further six years to 31 January 2019.
Western and Central Pacific Fisheries Commission (WCPFC)	MoP – Intersessional Consultation	7 December 2007	none	Ongoing

## **2. PROPOSED ACTIONS WITH REGARD TO EXISTING MOU**

Three of the MoU that are currently in effect will cease to operate in the intersessional period between MoP4 and MoP5. The following actions are proposed in relation to these MoU.

### **2.1. MoU with CCAMLR**

The current MoU with CCAMLR encompasses the period 1 April 2010 to 31 March 2013. It is proposed that the Executive Secretary be authorised to negotiate a new MoU for an additional six years, from 1 April 2013 to 31 March 2019. The template adopted by MoP3 in Resolution 3.7 would form the basis of the new MoU.

### **2.2. MoU with IOTC**

The current MoU with the IOTC encompasses the period 3 April 2009 to 2 April 2014. It is proposed that the Executive Secretary be authorised to negotiate a new MoU for an additional six years, from 3 April 2015 to 2 April 2021. The template adopted by MoP3 in Resolution 3.7 would form the basis of the new MoU.

### **2.3. MoU with DEDTA**

The current MoU with DEDTA encompasses the period 1 February 2007 to 31 January 2013. The MoU provides office facilities and administrative support to the Agreement's Secretariat. In the 2011 financial year this support amounted to a cash payment of approximately AUD \$20,000 and in-kind support estimated at \$30,000.

It is proposed that the Executive Secretary be authorised to negotiate a new MoU for an additional six years, from 1 February 2013 to 31 January 2019. It is further proposed that the new MoU contains similar provisions to the existing MoU and that Parties approve the revised text of the MoU using the intersessional consultation process adopted at MoP2.

## **3. CMS PROPOSAL FOR INVOLVEMENT IN PARTNERSHIP AGREEMENTS**

The Secretariat to the Convention for Migratory Species (CMS) has contacted the ACAP Secretariat seeking its involvement in Partnership Agreements it negotiates with other organisations (Refer Attachment A). The CMS has Partnership Agreements with a wide range of other organisations, including other inter-governmental organisations and non-government organisations. The template used by the CMS is provided in Attachment B.

The ACAP Secretariat has advised the CMS that it does not have the authority to enter into such Agreements without the approval of its Parties. MoP is requested to give consideration to the request from the CMS.

Attachment A

**Warren Papworth**

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**From:** Anne Sutton <asutton@cms.int>  
**Sent:** Tuesday, 23 August 2011 11:18 PM  
**To:** Warren Papworth; mcgrillo@accobams.org; Andreas Streit; Marco Barbieri; Enemark@waddensea-secretariat.org  
**Cc:** Heidrun Frisch; Douglas Hykle; Douglas Hykle (hykle@un.org); Lahcen El Kabiri; Melanie Virtue; Laura Cerasi; Elizabeth Mrema; Bert Lenten  
**Attachments:** PARTNERSHIP AGREEMENT TEMPLATE.docx

Dear All,

Hello from Bonn!

We are updating CMS's partnership agreement template (current draft attached for your information). This is the template we will use as a basis for new partnership agreements (varied as necessary according to the circumstances), for example with NGOs such as the Migratory Wildlife Network.

**We initially thought that there might be one partnership agreement between the Partner and CMS and as many of the CMS instruments as are relevant to that Partner which could be brought in as co-signatories.** This could be a bit cumbersome, however, especially when Agreements being added later might need to review and agree an existing text through their own approval processes without being able to change it.

**The alternative is one overarching Partnership Agreement between the Partner and CMS, with an annexed updatable joint work programme (list of joint activities), and an "incremental additions" approach for joint activities with CMS Agreements/MoUs.** The Partnership Agreement text would recognise the relevance of cooperation on issues of common interest between the partner and a number of CMS Agreements/MoUs, and then updatable joint work programmes for each of these could be progressively added as annexes when appropriate. In the case of those Agreements/MoUs which have a Secretariat or lead body, the Secretariat/lead body could formally sign the addition of their joint work programme. This is the approach taken in the attached draft template agreement.

We are keen to know your thoughts on how to conclude partnership agreements, in terms of how to involve your Agreement/MoU when relevant.

We are preparing a couple of Partnership Agreements right now (for signing with the Migratory Wildlife Network and the Humane Society International), so we are keen to get your views this week in order to progress those agreements without delay.

Many thanks, and all the best

Anne

**Anne Sutton**

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Attachment B

Template Partnership Agreement - Last updated August 2011  
S:\WorkingDocs\Templates\Partnership Agreement template



*[Partner] logo*

## **PARTNERSHIP AGREEMENT**

between

**the Secretariat of the Convention on the Conservation on Migratory  
Species of Wild Animals (CMS Secretariat)**

and

**[Partner name]  
(acronym)**

Attachment B

The CMS Secretariat and [Partner],

*Recognizing* that wild terrestrial, marine and avian species that migrate across or outside national jurisdictional boundaries are particularly vulnerable to human pressures all along their migratory routes. The protection of these species and their habitats requires concerted and coordinated actions by all States across their migratory range in order to maintain or restore a favourable conservation status as a prerequisite to any form of shared sustainable use and poverty reduction;

*Recalling* that:

- (a) Article IX of CMS requires the CMS Secretariat to maintain liaison with, *inter alia*, international organizations concerned with migratory species;
- (b) Resolution 7.9 had emphasized “*the need for CMS to strengthen orderly institutional linkages with partner organizations, and to define the scope of their responsibility and the ways to improve, in the most efficient way, their tasks and to enhance their synergetic effect*” and that subsequent decisions of the CMS Conference of the Parties have emphasised the need for cooperation with relevant key partners and capturing of synergies in pursuit of shared targets; and
- (c) The CMS Strategic Plan stresses the need for cooperation in areas of mutual interest;

*Recalling* that [Partner] is an [international/national] organization working to [insert appropriate text such as: protect all animals, including wildlife, by providing support and advice on policy development and trade issues and promoting local empowerment and community education];

*Acknowledging* that CMS and [Partner] pursue common goals in the conservation and sustainable use of migratory species, which can only be successfully met by enhanced and concerted actions on different levels and between all sectors and actors involved;

*Acknowledging the relevance of cooperation on issues of common interest between [Partner] and a number of CMS Agreements and Memoranda of Understanding;*

*Desiring* to formalise a joint commitment of intent to seek productive partnership and collaboration in respect of the conservation of migratory species worldwide;

AGREE as follows:

**Article 1**  
**General Cooperation**

1. The CMS Secretariat and [Partner] will work in partnership for the conservation of migratory species, by enhancing their communication and cooperation, and that with other relevant organizations.
2. The CMS Secretariat and [Partner] will keep each other well informed of needs, issues and opportunities that emerge as a result of their activities. This will be facilitated by the sharing of appropriate and relevant internal plans, documents and mission reports.

#### Attachment B

3. The CMS Secretariat and [Partner] will endeavour to co-ordinate their activities in [insert appropriate text such as: research, training and public awareness activities].
4. The CMS Secretariat will invite [Partner] to participate (at their own expense, in an observer capacity, at the discretion of the inviting body) in meetings of the Conference of the Contracting Parties, the Scientific Council, the Standing Committee and participate as appropriate in other regional and technical meetings.
5. The [Partner] will invite the CMS Secretariat to participate (at their own expense, in an observer capacity, at the discretion of the inviting body) in meetings of the [Partner's] governing body and other appropriate regional and technical meetings.
6. [Partner] will assist the CMS Secretariat with the provision of [insert appropriate text such as: science, support and contributions in developing and implementing agreements as well as the wider work of the Convention in relationship also with the other biodiversity conventions].

#### Article 2

##### Exchange of Experience, Communications and Information

7. The CMS Secretariat and [Partner] will regularly exchange information on matters of mutual interest.
8. The CMS Secretariat will encourage the secretariats of relevant agreements and memoranda of understanding concluded under the auspices of CMS to regularly share information of mutual interest with the [Partner].
9. The CMS Secretariat and [Partner] will link their respective Internet sites, as appropriate.
10. The CMS Secretariat and [Partner] will publicise the support given to them by the other, and will promote and publicise the benefits to them and to conservation arising from effective collaboration.

#### Article 3

##### Programmes and Projects

11. The CMS Secretariat and [Partner] will seek opportunities to develop and support programmes and projects of mutual interest. Terms of collaboration of activities to be jointly developed, including their funding arrangements, should be agreed upon prior to the initiation of the activities and may be included in a Joint Work Programme to be agreed, **annexed to this Agreement**, and reviewed on a regular basis.
12. [Additional para for use when a JWP is committed:] Where the CMS Secretariat and the Partner negotiate and maintain a Joint Programme of Work - periodically (ideally, at the end of every year) a report of activities concluded under the Joint Work Programme will be prepared and submitted as information into relevant CMS and [Partner's] processes.]

Attachment B

13. Where the secretariat or lead body of a CMS Agreement or Memorandum of Understanding and [Partner] also seek opportunities to develop and support programmes and projects of mutual interest, they may negotiate and maintain a Joint Programme of Work which those parties can formally sign and annex to this Agreement.
14. The CMS Secretariat and [Partner] agree that common areas of interest include, but are not limited to [insert appropriate text such as: seabirds, sharks and other aquatic, terrestrial mammals including gorillas; and cross-cutting issues such as by-catch; underwater noise and marine debris].

**Article 4**  
**Coordination of Programmes of Work**

15. For purposes of this Agreement, the focal points are:
  - for [Partner] - the [insert job title of office head:] XXX
  - for the CMS Secretariat - the Executive Secretary.
16. For communications and exchanges pertaining to joint programmes and projects, the focal points are:
  - for [Partner] - the [insert job title of day-to-day contact person] XXX
  - for the CMS Secretariat - the CMS Inter-Agency Liaison Officer.
17. The CMS Secretariat and [Partner] will consult on the implementation of this Agreement and joint programmes and projects. The focal points will aim to assess the implementation of this Agreement and joint programmes and projects as appropriate (preferably annually), and will arrange for reviews of this Agreement as necessary.

**Article 5**  
**Use of UNEP/CMS Name and Logo**

18. The CMS Secretariat authorises [Partner] to use the acronyms “UNEP” and “CMS”, as well as the other established names for UNEP/CMS such as “Bonn Convention” and the “Convention on Migratory Species” as part of its name (in any language) for the purpose only of accomplishing the objectives of the Agreement.
19. [Partner] will maintain a clear distinction between its identity as an organisation supporting the CMS Secretariat’s objectives and the identity of the CMS Secretariat, an organ of the United Nations.
20. [Partner] will refrain immediately from undertaking or continuing any activities to which the Executive Secretary objects as being contrary to the aims and objectives of the CMS Secretariat.
21. In no event will authorization of the CMS Secretariat name or logo, or any abbreviation thereof, be granted for commercial purposes.

Attachment B

22. The [Partner] will only use the CMS Secretariat name, acronyms and logos by themselves after express permission and authorization to use it by the CMS Secretariat.

**Article 6**  
**General Provisions**

23. This Agreement will take effect upon signature by both the CMS Secretariat and [Partner].
24. This Agreement will remain in force unless terminated by either the CMS Secretariat or [Partner] giving six months' written notice, or if it is replaced by another agreement.
25. Either the CMS Secretariat or the [Partner] may suspend or terminate this Agreement upon 30 days' notice in case of breach of the intent of the Agreement and may terminate it without notice for fundamental breach of the intent of the Agreement.
26. In the event of a suspension or termination of this Agreement, the CMS Secretariat and [Partner] will nonetheless ensure that their obligations on any on-going joint activities are completely fulfilled.
27. This Agreement may be amended by mutual written consent of the CMS Secretariat and [Partner].
28. The CMS Secretariat and [Partner] will use their best efforts to amicably settle any dispute, controversy or claim arising out of this Agreement. Any mediation will take place according to a procedure agreed by both parties, and if such mediation fails to achieve an amicable settlement, the matter may be referred to a three-person arbitration panel in Germany. In this regard, each party will nominate an arbiter and the two arbiters will nominate a third arbiter. The three arbiters will agree on a Chair among them and their rules of procedure to apply in settling the dispute. In the event of any cost, each party will bear the cost of their nominated arbiter and share the cost of the third arbiter.
29. The CMS Secretariat and [Partner] will each be solely and completely responsible and accountable for all services performed by its own staff, members or agents.

Signed in \_\_\_\_\_ on the \_\_\_\_ of \_\_\_\_\_

\_\_\_\_\_  
Elizabeth  
Maruma Mrema  
Executive Secretary  
UNEP/CMS Secretariat

\_\_\_\_\_  
Name  
Title of Head  
[Partner]