



## **Memorandum of Co-operation**

**between**

**The Secretariat of the Convention on the Conservation of Migratory  
Species of Wild Animals (Bonn, 1979) (herein "CMS")**

**and**

**IUCN - The World Conservation Union (herein "IUCN")**

*Recognizing* that wild fauna are important components of biological diversity that fulfil a variety of human and ecological needs, and that these valuable biological resources are increasingly threatened by human activities such as habitat destruction, unsustainable harvesting, trade and other threats;

*Recalling* that CMS aims at the conservation and management of species of wild animals that migrate across or outside national boundaries;

*Recalling* that IUCN's mission is to influence, encourage and assist societies throughout the world to conserve the integrity and diversity of nature and to ensure that any use of natural resources is equitable and ecologically sustainable;

*Recalling further* that the Convention on Biological Diversity (CBD) (Nairobi, 1992) has recognized migratory species as a unique globally important component of biodiversity under CMS, and that CMS is the CBD lead partner in conserving and sustainably using migratory species over their entire migratory range;

*Noting* that CMS Article IX requires the CMS Secretariat to maintain liaison with, *inter alia*, international organizations concerned with migratory species, and that operational objective 4.4 of the CMS Strategic Plan (2002-2005) calls for strengthening operational linkages with partner organizations;

*Noting* that the objectives of IUCN and CMS converge in many areas;

*Acknowledging* the long-standing cooperation between CMS and various IUCN Programmes and Commissions, especially the Species Programme (SP), various Specialist Groups of the Species Survival Commission (SSC), and the Environmental Law Programme (ELP), which was closely involved in CMS's conceptual development, negotiation and adoption as an international legal instrument;

*Noting* that IUCN has been granted UN Observer Status and is an inter-governmental union.

The Secretariat of the Convention on the Conservation of Migratory Species of Wild Animals (CMS) and IUCN - The World Conservation Union (IUCN) memorialise their co-operation as follows:

#### **Article 1. Institutional Co-operation**

CMS and IUCN each will invite the other, on a regular basis, to be represented in meetings of the CMS Conference of the Parties and the IUCN World Conservation Congress, at their own cost. CMS and IUCN recognise that, to the extent practicable, it is mutually beneficial to invite the other to their other relevant meetings when appropriate.

#### **Article 2. Exchange of Experience and Information**

CMS and IUCN agree that it is beneficial to each organisation to exchange information of mutual interest, and both organisations will seek to provide relevant information to the other.

#### **Article 3. Mutually Agreed Collaborative Activities**

- a) CMS and IUCN will work together to identify and keep under review a mutually agreed list of collaborative activities. Collaborative activities may address some or all of the following:
1. Scientific and technical advice on the status and conservation needs of particular migratory species;
  2. Scientific evaluations of proposals to amend the listing of species on CMS appendices;
  3. Technical assistance to develop and implement action plans for migratory species that are, or are proposed to be, subjects of Agreements or Memoranda of Understanding between or among Range states;
  4. Advisory services related to facilitating the negotiation of CMS Agreements or MoUs;
  5. Developing guidelines to assist the implementation of CMS and Agreements or MoUs concluded under its auspices;
  6. Assistance or support in capacity-building, research, training and public awareness matters.
- b) Before undertaking any new collaborative activity, the parties will prepare and enter into a specific written instrument for that work, as described in Article 4.a).
- c) Time and funds permitting, the focal points (as designated under article 5.c) for CMS and IUCN will endeavour to meet once a year in order to identify programmatic areas that may be appropriate as collaborative activities, making the best use of international meetings where the two are planning to be present.

#### **Article 4. Administration**

- a) The contents of the mutually agreed written instrument for each collaborative activity shall be determined at the time that such activity is specifically agreed on. The nature and scope of each collaborative activity referred to in Article 3, as well as associated expectations, roles and responsibilities for the work will be reflected in the instrument, in a manner appropriate to the nature and scope of the activity, taking into consideration the organisations' long-standing relationship.

b) Neither CMS nor IUCN shall be responsible to undertake mutually agreed collaborative activities without sufficient staff or financial resources. Further, nothing in this MoC will require either CMS or IUCN to add or reallocate staffing or to expend financial resources in any manner not otherwise within their respective strategic and management plans, or to alter those plans, unless they choose or specifically agree to do so. Where financial support from outside sources is needed for mutually agreed collaborative activities, CMS and IUCN will, as part of their agreement on such work, agree on the manner by which they will jointly fund-raise for such work.

c) When seeking the services or assistance of SSC Specialist Groups, CMS will inform IUCN, through the focal point designated in Article 5.c), below, of its intentions in advance and will provide copies of all agreements related to this work, and other relevant information, to the focal point.

d) CMS and IUCN will work together to ensure the accurate attribution of their respective materials, logos or other identifying material. Compliance with relevant rules will be confirmed through the focal point prior to any relevant publication or other use of either parties' names, logo, and other proprietary material.

e) In connection with clause 4.d), above, neither CMS nor IUCN shall use the other's name, logo or other identifying material, without specifically notifying the focal point designated under this MoC and obtaining the written approval of the focal point that the proposed use conforms to the rules governing the use and/or publication of such material. In particular, the use of IUCN's name or logo may only occur where IUCN has formally agreed to undertake a joint activity that includes the publication or presentation of documentation or other material under IUCN's name, or jointly with CMS. The use of the name, logo or other identifying material of any Commission or Specialist Group, may only occur where that Commission or Specialist Group has, through the process described in this MoC, formally agreed to undertake a joint activity that specifically includes the publication or presentation of documentation or other material under the name of that Commission or Specialist Group, or jointly with CMS.

#### **Article 5. General Provisions**

a) Nothing in this MoC shall give either party the right or authority to make any commitments, take any positions, or take any other action that binds or appears to bind the other party, except in accordance with that organisation's specific written consent. Neither party shall give the impression that it is acting on behalf of the other party, except where it has already received such consent.

b) Except as provided in paragraph 5.a), nothing in this MoC shall prevent either party or its staff, commissions, members, or affiliated bodies, from taking any position or expressing any opinion on any matter, including all matters relevant to this MoC.

c) The focal points for this MoC shall be Lyle Glowka in the case of CMS and Jean-Christophe Vié in the case of IUCN. Correspondence or communication relating to this MoC, shall be directed through or copied to the focal points.


d) This MoC shall take effect immediately upon signature by the CMS Executive Secretary and IUCN Director General. It shall remain in effect, unless terminated by 90 days' written notice by either party, or replaced by another agreement. Unless otherwise stipulated at the time, termination of this MoC shall not affect the rights and duties of the parties under any written instrument referred to in Article 4, which is being executed at the time of termination.

- e) The parties will annually review this MoC's status of implementation.
- f) This MoC may be amended in writing by mutual consent of the parties.
- g) This MoC shall form the basis for all agreements with IUCN, including its regional and country offices, except with the express consent of the IUCN focal point designated under paragraph 5.c).

Done at Durban on 15 September 2003  
in two original copies in the English language.

For IUCN

For CMS



Achim Steiner  
Director General



Arnulf Müller-Helmbrecht  
Executive Secretary