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MEMORANDUM OF UNDERSTANDING CONCERNING CONSERVATION, RESTORATION AND SUSTAINABLE USE OF THE SAIGA ANTELOPE

FOURTH MEETING OF THE SIGNATORIES TO THE
MEMORANDUM OF UNDERSTANDING CONCERNING
CONSERVATION, RESTORATION AND SUSTAINABLE
USE OF THE SAIGA ANTELOPE

Russian Federation, Online, 28 – 29 September 2021

TECHNICAL COORDINATION OF THE SAIGA MOU

(Prepared by the CMS Secretariat)

Summary:

The present document provides the background on the possibilities of outsourcing the technical coordination for the Saiga MOU. The experience of the CMS Secretariat with outsourcing technical coordination to the Saiga Conservation Alliance (SCA) and the Association for the Conservation of Biodiversity of Kazakhstan (ACBK) has shown that both coordinating organizations have significantly contributed to the implementation of the Saiga MOU and its MTIWP 2015-2020. The agreement on technical coordination between CMS, ACBK and SCA has expired. Therefore, the Signatory States are asked to decide on the future arrangement for technical coordination of the MOU. A revision was issued to add Annex 1 to this document.

Action requested:

- Consider continuing the arrangement for outsourcing technical coordination to SCA, ACBK and/or other NGOs
- Consider the proposed procedure for developing and adopting the terms of reference for the technical coordination of the Saiga MOU (Paragraphs 7-12 of this document)

TECHNICAL COORDINATION OF THE SAIGA MOU

Background

Outsourcing of technical coordination for CMS MOUs

1. The CMS Secretariat acts as the Secretariat to the majority of the 19 Memoranda of Understanding (MOUs) developed under CMS auspices, including the Saiga MOU (Paragraph 11 of the MOU). The number of MOUs under the auspices of CMS has grown without a corresponding increase in CMS funding and number of staff. Some MOUs have organized their own budget that is provided by the voluntary contributions of the MOU Signatories. This budget supports staff time to coordinate the MOU and to carry out such activities as mandated by the MOU Signatories. Examples include the Memorandum of Understanding on the Conservation of Migratory Sharks, the Memorandum of Understanding on the Conservation and Management of Marine Turtles and their Habitats of the Indian Ocean and South-East Asia as well as a few others. To cover the gap between the needs of the remaining MOUs and the resources available to the CMS Secretariat, the CMS Secretariat has increasingly sought to partner with collaborating organizations to support it in preparation of technical documentation for MOU meetings.
2. CMS Conference of the Parties Resolution 11.10 (Rev.COP13) recognized that partnerships with biodiversity-related NGOs have the potential to significantly increase the delivery of the Convention's objectives and may deserve of a formal recognition. It further requests the Secretariat to continue developing effective and practical cooperation with relevant stakeholders, including other biodiversity instruments, international organizations and NGOs. The experience of outsourcing technical MOU coordination in cooperation with NGOs, illustrated that establishing such coordination mechanisms had significantly contributed to the implementation of MOUs and their associated Action Plans.
3. Outsourced "MOU coordinators" act in a purely technical capacity. The CMS Secretariat maintains official contact with the Signatories and relevant institutions. Coordinators, at least in part, are foreseen to catalyze project development and funding under an MOU's action plan or work programme, support the CMS Secretariat with the technical preparation of regular meetings of the Signatories, and undertake range-wide communication efforts to raise awareness and share information in close consultation with the Secretariat.

Technical coordination of the Saiga MOU

4. The Second Meeting of Signatories to the Saiga MOU (MOS2), held in 2010 in Mongolia decided to outsource the technical coordination of the Saiga MOU, and accepted the proposal of ACBK and SCA to share the responsibilities of technical coordination. The respective agreement, including Terms of Reference for this coordination were developed intersessionally after the meeting and are found in Annex 3 to this document for information purposes.
5. Although the agreement between the CMS Secretariat, SCA and ACBK expired in 2015, the extension of the agreement was not discussed at Saiga MOS3, taking place in 2015 in Tashkent, Uzbekistan. Nevertheless, the organizations have continued to provide some of their technical coordination functions, that were mandated by the Medium-Term International Work Programme for the Saiga MOU (MTIWP 2015-2020) with occasional financial support from the CMS Secretariat. The CMS Secretariat was able to use voluntary contributions from the Government of Germany to finance coordination activities under the Saiga MOU. These functions included: providing technical expertise in preparation of meetings, coordinating the preparation of technical publications, such as UNEP/CMS/Saiga/MOS4/Doc.5 and UNEP/CMS/Saiga/MOS4/Doc.7; maintaining the Saiga Resource Center website,

showcasing various scientific and educational resources of relevance to Saiga conservation and the production of the bulletin, *Saiga News*, in English, Russian, Kazakh, Uzbek and Mongolian languages. For detailed reports of the coordinating organizations please see UNEP/CMS/Saiga/MOS4/Inf.14.1 and UNEP/CMS/Saiga/MOS4/Inf.14.2.

6. The assistance of the two organizations to the CMS Secretariat within the Saiga MOU has been very valuable and contributed to the technical preparation of Meetings of Signatories and to the maintenance of regular communication between the MOU stakeholders on an expert level. Both organizations are willing to continue this arrangement, provided that the Signatories to the Saiga MOU approve of this arrangement and provided that funding is available for coordination activities.

Proposed procedure for extending the technical coordination for Saiga MOU

7. Currently, there is no agreement on technical coordination under the Saiga MOU. Saiga MOS4 is therefore asked to determine: 1) whether outsourcing of technical coordination for the Saiga MOU (as described above in Paragraphs 4-6) should be continued; and 2) which NGOs should be responsible for this technical coordination.
8. Due to the limited time available in the frame of the Saiga MOS4 online meeting, it will not be possible to agree on the new terms of reference (TOR) for technical coordination during this meeting. Instead, the CMS Secretariat suggests that an intersessional working group for technical coordination (Technical Coordination Working Group, TCWG) is formed, including representatives of Signatory States or observer States, interested NGOs and the Secretariat, which will work on the TOR and the budget for technical coordination as well as determine the necessary fundraising efforts in the intersessional period.
9. The TCWG should submit a final draft of the TOR to the Secretariat by 15 December 2021. The CMS Secretariat will then initiate the procedure of the final revision and adoption of the TOR by the Signatory States via email. The final TOR is to be adopted by 10 February 2022. The proposed list of tasks for the intersessional working group is found in Annex 1.
10. The CMS Secretariat prepared an initial draft TOR for the coordinating organizations (found in Annex 2), based on the mandates found in the following documents:
 - Saiga MOU text
 - Draft MTIWP 2021-2025,
 - and the previous MOU on technical coordination of the Saiga MOU between the CMS Secretariat, SCA and ACBK (2010-2015), (found in Annex 3 to this document).
11. The TCWG can use the initial draft found in Annex 2 to further develop and revise it, as described in Paragraph 9 above and in accordance with the decision of MOS4.
12. The Signatory States to the Saiga MOU are asked to:
 - a) consider continuing the outsourcing of technical coordination of the MOU (in cooperation with ACBK, SCA and/or other organizations, as determined by the Signatory States)
 - b) consider the proposed way forward including creation of an intersessional working group for developing the coordination TOR (TCWG)
 - c) consider joining the TCWG
 - d) consider contributing financially to CMS or directly to the NGOs to fulfil the agreed TOR for technical coordination.

**PROPOSED MANDATE OF THE
INTERSESSIONAL TECHNICAL COORDINATION WORKING GROUP (TCWG) :**

Working by electronic means and with the support of the CMS Secretariat, the Working Group shall:

- 1) Elect a chair who will be leading and overseeing the work of the working group.
- 2) Using the draft TOR in Annex 2, develop the TOR for the technical coordination of the Saiga MOU and taking into consideration the expertise of the appointed organizations as well as the availability of resources.
- 3) Develop a budget for the agreed activities and identify potential sources of funding.
- 4) Submit the first draft TOR to the CMS Secretariat by 15 December 2021 for further consideration by the Signatory States.
- 5) Consider the comments from the Signatory States and incorporate them in the draft TOR
- 6) Submit the final draft TOR to the CMS Secretariat by 1 February 2022, which will then be circulated by the Secretariat for adoption by the Signatories via e-mail.

ANNEX 2

DRAFT TERMS OF REFERENCE FOR THE TECHNICAL COORDINATION OF THE SAIGA MOU

Activity	Mandate	Responsible organization
Communication and Outreach		
1. Maintain and regularly update the Saiga Resource Center with its various features (including a library of documents, photos, videos and maps, and an interactive database where users can register as stakeholders and input information about their projects, and links to the official CMS documents and technical publications, such as the MTIWP, Saiga MOU text, etc.)	Draft MTIWP 2021-2025 1.3, 5.7	SCA
2. Facilitate exchange of data on Saiga and Saiga habitat among Range States and stakeholders, using the Saiga Resource Centre, if appropriate.	Draft MTIWP 2021-2025 6.5	TBD
3. Periodically contribute short news articles for publication on the CMS' Saiga MOU website with links to the original sources, project websites, initiatives and organizations, as appropriate and including images.	Draft MTIWP 2021-2025 5.7	TBD
4. Continue production of <i>Saiga News</i> to foster communication between stakeholders on progress in Saiga conservation. This would include a section in each issue devoted to the Saiga MOU (outlining progress under the MTIWP), and also the ongoing publication of information and articles of relevance to the MTIWP. <i>Saiga News</i> should continue to play an important role in enabling Range State conservationists and scientists to share their work with a broad audience in their own languages.	Draft MTIWP 2021-2025 1.3	SCA
5. Advertise <i>Saiga News</i> on the CMS website, by reporting selected articles on the website and establishing a link with the <i>Saiga News</i> page.	Draft MTIWP 2021-2025, 5.8	
6. Approach other relevant regional, national and international organizations that may be interested in establishing links to <i>Saiga News</i> on their websites	Draft MTIWP 2021-2025, 5.8	
7. Create a database of Saiga-related projects carried out by various actors throughout the Saiga range using the Project Reports submitted to the CMS Secretariat as basis. Performing further research to find relevant initiatives and conservation activities and contacting the respective organizations, if needed, to include the timescale, actors, location, actions carried out, conservation outcomes and, where possible, lessons learned	Draft MTIWP 2021-2025, 1.3	TBD
Preparation of technical documents for Meetings of Signatories to the Saiga MOU		
8. Support the CMS Secretariat to ensure that the reports (national and project) submitted to the CMS Secretariat prior to Saiga MOS5, are both timely and of high quality. This may include assistance to Signatories and reporting organizations in order to ensure a harmonized way of reporting and consistency in the data provided, if requested by the reporting Signatories and/or organizations.	MOU text, Paragraph 6; Annex 2, Article 3, Paragraph 7	TBD
9. Prepare the Overview Report for Saiga MOU implementation and species status based on National Reports and Project Reports submitted to the CMS Secretariat and under the guidance of the CMS Secretariat prior to Saiga MOS5. This should include visualization of the progress towards implementing the current MTIWP, where it is easy to track which activities and issues need more attention and which have been implemented and addressed more actively (for example, using color scale charts and other visual aids).	MOU text, Paragraph 6	TBD
10. Revise national and project reporting forms, and draft other technical documents for the technical workshop under the Saiga MOU and Saiga MOS meetings, in collaboration with other organizations (e.g. IUCN-SSC ASG) and the CMS Secretariat, as mandated by the meetings of Signatories to the Saiga MOU and as requested by the CMS Secretariat.	Annex 2, Article 3, Paragraph 7	TBD

ANNEX 3

(for information purposes)

MEMORANDUM OF UNDERSTANDING

BETWEEN

**The United Nations Environment Programme (UNEP) / Secretariat of the Convention on the Conservation of Migratory Species of Wild Animals (CMS),
United Nations Campus, Platz der Vereinten Nationen 1, D-53113 Bonn, Germany,
Tel: (+49 228) 8152401; Fax: (+49 228) 815 2449;
E-mail: cms.secretariat@cms.int**

AND

**The Association for the Conservation of Biodiversity of Kazakhstan (ACBK)
off. 203, 40, Orbita-1, 050043 Almaty, Kazakhstan, Tel: +7 727 2203 877,
Fax: +7 727 2203 877, E-mail: olga.klimanova@acbk.kz**

AND

**The Saiga Conservation Alliance (SCA)
off. 203, 40, Orbita-1, 050043 Tashkent, Uzbekistan, Tel: +7 727 2203 877,
Fax: +7 727 2203 877, E-mail: esipov@xnet.uz**

WHEREAS the United Nations Environment Programme (hereinafter referred to as UNEP) is the leading organization within the United Nations system in the field of environment and has as a major area of focus of its global mandate, the conservation, protection, enhancement and support of nature and natural resources, including biological diversity, worldwide.

WHEREAS the Convention on the Conservation of Migratory Species of Wild Animals (hereinafter referred to as "CMS") is an intergovernmental treaty, concluded under the aegis of UNEP, with its Secretariat based in Bonn, Germany (hereinafter referred to as "UNEP/CMS"). The aim of CMS is to conserve terrestrial, marine and avian migratory species throughout their range.

WHEREAS the UNEP/CMS provides depository and secretariat functions for the Memorandum of Understanding concerning the Conservation, Restoration and Sustainable Use of the Saiga Antelope (*Saiga spp.*) (hereinafter referred to as "Saiga MoU"), which was concluded under CMS.

WHEREAS the Association for the Conservation of Biodiversity in Kazakhstan (ACBK) and the Saiga Conservation Alliance (SCA), hereinafter referred to as "ACBK and SCA" are Non-Profit Non-Governmental Organizations (NGO), aiming at the sustainable conservation of the biodiversity of Kazakhstan (ACBK) and at restoring the saiga antelope to its position as the flagship species of the Central Asian and pre-Caspian steppes (SCA).

WHEREAS UNEP/CMS, ACBK and SCA (hereinafter collectively referred to as "Parties") share common goals and objectives with regard to the conservation, protection, enhancement and support of Saiga antelopes and their habitat and wish to collaborate to further these common goals and objectives within their respective mandates and governing rules and regulations.

CONSIDERING that UNEP/CMS invited the Signatories to the Saiga MoU at their second meeting to consider setting up a Saiga MoU coordination mechanism to support the implementation of the Medium Term International Work Programme (MTIWP) under this instrument, which lists the setting up of a coordination mechanism as a priority A2 action (to be carried out within the next 1-2 years, and important for the conservation of the species).

TAKING NOTE that ACBK and SCA are ready, willing and have been accepted to jointly provide coordination services for the Saiga MoU, in view of their complementary niches within saiga conservation (see UNEP/CMS/SA2/REPORT).

ACKNOWLEDGING that ACBK and SCA are well suited for the coordination of the Saiga MoU due to their strong links with all stakeholders, from UNEP/CMS to ground-level implementers, particularly with the range state governments, their broad knowledge of the activities being carried out range-wide and internationally to conserve saigas, and their ability to ensure that there is ongoing communication between all those involved in implementing the MTIWP.

CONSIDERING that ACBK already worked intensively with a wide range of stakeholders in Kazakhstan over the last few years to design and implement conservation actions for the saiga.

FURTHER CONSIDERING that ACBK has a strong track record of on-the-ground implementation of the MTIWP itself, and interaction with the signatories to the Saiga MoU and other parties who are also working towards fulfilling the MTIWP on the ground.

ACKNOWLEDGING that ACBK has a strong and long-standing relationship with the Kazakhstan Forestry and Hunting Committee of the Ministry of Agriculture and its relevant bodies, which means that they are able to liaise directly with them on Saiga MoU coordination matters.

FURTHER ACKNOWLEDGING that this relationship is an important requirement for effective implementation of the MTIWP as Kazakhstan is the range state with the largest saiga numbers, covering 3 of the 5 populations of the species.

TAKING NOTE that SCA already monitored the Saiga MoU implementation from June 2007 to October 2009, under a contract from the UNEP/CMS to Imperial College London, which has included creating and maintaining databases of saiga experts and of saiga conservation projects; and reporting on a 6-monthly basis on progress towards the implementation of the MTIWP, with the reports being available in English and Russian at the SCA website's Saiga MoU page and summarised in 6 languages in the bulletin Saiga News.

FURTHER TAKING NOTE that SCA convened an interim technical meeting in Kazakhstan in October 2008 to review progress.

CONSIDERING that for the second meeting of the Signatories to the Saiga MoU, SCA took the lead in preparing a report analysing progress towards implementing the Saiga MoU, in preparing the draft MTIWP for 2011-2015, and in chairing the discussion of both these reports in the technical meeting and revising the documents accordingly.

WHEREAS the Parties intend to conclude this Memorandum of Understanding (hereinafter referred to as "MOU") with the aim of consolidating, developing and intensifying their cooperation and their effectiveness to support the implementation of the MTIWP under the Saiga MoU and improve its monitoring, coordination and cooperation.

NOW THEREFORE, UNEP/CMS, ACBK AND SCA HAVE AGREED TO COOPERATE UNDER THIS MEMORANDUM OF UNDERSTANDING AS FOLLOWS:

Article 1

Interpretation

1. Any Annex to this MOU shall be considered part of this MOU. Unless the context otherwise requires, references to this MOU shall be construed as a reference to this MOU including the Annex hereto, as varied or amended in accordance with the terms of this MOU.
2. Implementation of activities/projects/programmes pursuant to this MOU may necessitate the execution of appropriate legal agreements between the Parties.

Article 2

Purpose

1. The purpose of this MOU is to define the terms and conditions under which ACBK and SCA should provide technical and logistical support for the coordination of the implementation of the Saiga MoU and its MTIWP.
2. The objectives of this MOU will be achieved through:
 - a. Support to the UNEP/CMS in technical and logistical matters, such as the preparation for Saiga MoU Signatory meetings and the organization of technical meetings.
 - b. Development of mechanisms for broader communication between all interested parties, so that the results of saiga projects, and progress being made under the Saiga MoU is communicated to all, and a positive atmosphere of collaboration and work towards a joint goal can be fostered.
 - c. A proactive approach to driving saiga conservation forward internationally, so that the Saiga MoU is not just being passively supported, but coordination has a positive effect in increasing saiga conservation activities.
 - d. Provision of technical advisory services for the Saiga MoU, including addressing daily Saiga MoU coordination questions from Saiga MoU stakeholders and other interested individuals.

Article 3

Areas of Cooperation

The main activities of ACBK and SCA to support the coordination of the Saiga MoU include:

1. Design of national and project report forms that collect the information required for effective monitoring of progress towards the implementation of the MTIWP, and ongoing interaction with those completing the forms to ensure that the information returned is both timely and of high quality. This may include if requested assistance to countries in order to ensure a harmonized way of reporting and consistency in the data provided. [led by ACBK]

2. Development of an online Saiga Resource Centre (SRC) as a hub for information about saigas, their conservation, and activities being carried out under the Saiga MoU and additionally (including a library of documents, photos, videos and maps, and an interactive database where users can register as stakeholders and input information about their projects). The Centre will provide mechanism by which information relevant to the Saiga MoU could be shared between all interested parties. The main documents would be available in both Russian and English language, insofar as resources will be available. [led by SCA]
3. Maintenance of a list of stakeholders, including the representatives of signatories to the saiga MoU and other interested parties both within the range states and internationally, with whom a channel of communication can be maintained. To be hosted at the SRC. [led by ACBK]
4. Maintenance of a database of saiga conservation projects, including the timescale, actors, location, actions carried out, and conservation outcomes, so that the progress towards implementation of the MTIWP can be properly and transparently monitored in a timely fashion. Also to be hosted at the SRC. [led by ACBK]
5. Use of Saiga News as a mechanism for communication between stakeholders on progress in saiga conservation. This would include a section in each issue devoted to Saiga MoU maintenance (outlining progress under the MTIWP), and also the ongoing publication of information and articles of relevance to the MTIWP. Saiga News has a particularly important role in enabling range state conservationists and scientists to share their work with a broad audience in their own languages. [led by SCA]
6. Identification of a coordinating team with whom signatories and the UNEP/CMS can liaise to organise activities, for example chasing up national or project reports, compiling them according to appropriate formats, answer questions from national focal points and others about the work of the Saiga MoU, and support the UNEP/CMS in organising meetings. This will be done by a task group based in Astana and one part time coordinator responsible for technical issues and communication. [led by ACBK]
7. Preparation of documentation for meetings, including technical and Saiga MoU meetings, in collaboration with other organisations (e.g. IUCN-SSC ASG). This would include annual reports on progress towards MTIWP implementation and a summary document for the meetings of Signatories to the Saiga MoU, as well as an overview report on the status of the species and as required, a draft of the revised MTIWP (to be produced in consultation with UNEP/CMS). [led by SCA]
8. Organisation and convening of technical meetings covering key aspects of the MTIWP, for example population monitoring, evaluation of conservation outcomes, and research into issues such as disease, genetics, distribution and demography. These meetings would require additional external funding beyond that envisaged for coordination itself. Fundraising would take place jointly between the UNEP/CMS, ACBK and SCA (e.g. drafting of proposals). [led by ACBK]
9. Above list is not exhaustive and should not be taken to exclude or replace other forms of cooperation between the Parties on other issues of common interest. Annexes I and II provide an estimated timing and budget of the activities mentioned above.

Article 4

Organization of the Cooperation

The responsibilities and activities will be divided between ACBK and SCA as follows:

1. The division of responsibility and activities will be approximately 50:50 between ACBK and SCA, along the lines of each partner's primary expertise and experience.
2. SCA will generally continue its role in communication and monitoring, which encompasses the writing of the Saiga MoU-relevant sections of Saiga News, preparation of progress reports and other documentation for meetings, the facilitation of technical meetings, and the development and maintenance of the Saiga Resource Centre.
3. ACBK will be the primary driver of the collation of information from national governments, NGOs and other interested parties, through the development and implementation of new reporting forms, and the development and maintenance of the project and experts databases. Given that the aspiration is to hold these databases online at the SRC, and given that the SCA has already developed the first iterations of both of these databases, there will be substantial support from the SCA in these tasks. ACBK will act as the coordinating body within the range states, the conduit for questions between national governments and the UNEP/CMS for example, and the primary logistical organiser of meetings.
4. In all cases, there will be substantial input from both partners, and joint responsibility will be taken for the delivery of outputs. This will be ensured by the formation of a joint Saiga MoU coordination committee, to consist of two people from each organization: from SCA the Chair and Executive Secretary; from ACBK the Director and a CIM Expert. Members of the Coordination Committee will be in contact on a monthly basis to discuss progress. Specific examples of integration are: an ACBK nominee will join the editorial board of Saiga News; the SRC will be labelled as a jointly-run website and website design will be done in close consultation with a nominated ACBK person; the development of report forms and the databases by ACBK will be done in day-to-day consultation with a nominated SCA contact.
5. It is the aim to ensure that the coordination of the Saiga MoU is undertaken in the full interest of the MOU stakeholders, the range states in first place. For this reason, the day-to-day running of the SCA's component of the coordination will be based in Uzbekistan, although there will also be technical advice and capacity building based in the UK.
6. ACBK and SCA undertake to organize the saiga MoU coordination activities in close cooperation with UNEP/CMS and to inform the UNEP/CMS on a regular basis on the state and progress of activities. Where SCA and ACBK are organizing meetings with external participation at which policy matters related to the aims of this MOU will be discussed, they shall, where appropriate, invite UNEP/CMS.
7. In implementing activities/projects/programmes in the agreed priority areas, the Parties may execute a separate legal instrument appropriate for the implementation of such initiatives.

Article 5

Status of the Partner and its Personnel

1. The Parties acknowledge and agree that ACBK and SCA are entities separate and distinct from the United Nations, including UNEP/CMS. The employees, personnel, representatives, agents or contractors of the Partners, including the personnel engaged by ACBK and SCA 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 other affiliates of the United Nations, including UNEP/CMS, not shall any employees, personnel, representatives, agents and other affiliates of UNEP/CMS be considered, for any purposes whatsoever, as being employees, personnel, representatives, agents or other affiliates of the Partner.
2. No agents or employees of ACBK and SCA shall be considered in any respect as agents or staff members of UNEP. ACBK and SCA shall advise in writing its personnel that they are solely employees of ACBK and SCA and that UNEP/CMS shall not be responsible for any salaries, wages, insurance or other benefits due or payable to the partner's personnel. ACBK and SCA shall be solely responsible for all such salaries, wages, insurance and benefits, including without limitation, any severance or termination payments to such personnel. UNEP/CMS shall entertain no claims and have no liability whatsoever in respect thereof.

Article 6

Fundraising

1. Neither party shall engage in fund raising with third parties for activities to be carried out within the framework of this MOU in the name of or on behalf of the other (see Article 3. Paragraph 8).

Article 7

Dispute settlement

1. Any dispute arising out of or in connection with this MOU shall be settled amicably between the parties. Should attempts at amicable negotiation fail, any such dispute shall, upon request by either party, be referred to arbitration in accordance with the UNCITRAL arbitration rules then prevailing.

Article 8

Official emblems and logos

1. No Party shall use the name, emblem or trademarks of the other Parties, their subsidiaries, affiliates, and/or authorized agents, or any abbreviation thereof, in publications and documents produced by the Parties, without the express prior written approval of the other Parties in each case.
2. In no event will authorization of the CMS name or emblem, or any abbreviation thereof, be granted for commercial purposes.

Article 9

Intellectual Property Rights

1. The Parties shall consult with each other regarding the Intellectual Property Rights as appropriate relating to any project or benefits derived thereof in respect of activities carried out under a separate legal instrument pursuant to this MOU.

Article 10

Notification and Amendments

1. Each Party shall notify one another in writing, within 3 months of any proposed or actual changes that the Party deems necessary for the execution of this MOU.
2. Upon receipt of such request, the other Parties shall consult each other with a view to reaching an agreement on any actual or proposed measure(s) suggested by the other Party under Article 10(1).
3. This MOU may be amended only by mutual agreement of the Parties reflected in writing.

Article 11

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 12

Termination

1. This MOU may be terminated by either party by giving 12 months prior notice to the other Party in writing.
2. Unless agreed otherwise, upon termination of this MOU, the rights and obligations of the Parties defined under any other legal instrument pursuant to this MOU, will cease to be effective.

Article 13

Duration

1. This MOU shall be effective upon the last date of signature of the approving officials and remain in force for an initial period of 5 years, which is the periodicity of the MTIWP and the meetings of Signatories to the Saiga MoU. The MOU will accordingly be reviewed, updated and potentially made to continue in the year 2015.

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

.....
For UNEP/CMS	For ACBK	For SCA
Date:	Date:.....	Date:.....

ANNEX 2A: Timings (2011-2015)

Timings are given in 6-month intervals (1 = Jan-June, 2 = July-Dec).

Activity	2011 (1)	2011 (2)	2012 (1)	2012 (2)	2013 (1)	2013 (2)	2014 (1)	2014 (2)	2015 (1)	2015 (2)
<i>Saiga News</i> publication										
Saiga Resource Centre initial design										
SRC ongoing maintenance										
Report form development										
Include interactive MOU databases in SRC										
Set up coordination office										
<i>Documentation preparation</i>										
- annual progress reports										
- technical meetings										
- MOU meetings										
<i>Meeting organisation</i>										
- technical meetings										
- MOU meetings										

ANNEX 2B: Estimated Budget (2011-2015)

All costs are in US Dollars

Item	2011 (1)	2011 (2)	2012 (1)	2012 (2)	2013 (1)	2013 (2)	2014 (1)	2014 (2)	2015 (1)	2015 (2)	Total
<i>Saiga News (50% of full cost per issue)</i>											
translation	1200	1200	1200	1200	1200	1200	1200	1200	1200	1200	12000
in-country distribution	500	500	500	500	500	500	500	500	500	500	5000
editorial time	1800	1800	1800	1800	1800	1800	1800	1800	1800	1800	18000
Saiga Resource Centre initial design	2500										2500
<i>Coordination, organisation, reporting, websites</i>											
Staff member (50% of FT, ACBK)	2000	2000	2000	2000	2000	2000	2000	2000	2000	2000	20000
Staff member (25% of FT, SCA)	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	10000
<i>Communications and office costs (printing etc)</i>											
ACBK	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	10000
SCA	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	10000
Total	11000	8500	8500	8500	8500	8500	8500	8500	8500	8500	87500