

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE UNITED NATIONS ENVIRONMENT PROGRAMME (UNEP)
AND
THE SECRETARIAT OF THE RAMSAR CONVENTION ON WETLANDS**

WHEREAS the United Nations Environment (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;

WHEREAS UNEP has the mandate to catalyse 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 “Convention”), since its inception in 1971, has formed the key international treaty for the conservation and wise use of wetlands and their resources, and set the global wetland agenda;

NOTING that the 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 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 on 2nd December 2016 for the duration of two years, and on 13th March 2019 for the duration of one year, UNEP and the Secretariat of the Convention on Wetlands (hereinafter referred to as “the Secretariat”) signed a memorandum of understanding with the aim of contributing to the implementation of the 2030 Agenda for Sustainable Development and related Sustainable Development Goals as well as UNEP’s Medium-Term Strategy and the Convention’s Strategic Plan 2016-2024;

WHEREAS UNEP and the Secretariat (hereinafter collectively referred to as “Parties”) still 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 the Parties wish to conclude the present Memorandum of Understanding (hereinafter referred to as “MOU”) to continue the implementation of the 2030 Agenda for Sustainable Development and related Sustainable Development Goals as well as the Medium-term Strategy of UNEP 2018-2021 and the Convention’s Strategic Plan 2016-2024;

WHEREAS the Parties further intend to consolidate, develop and detail their cooperation and effectiveness to achieve their common objectives in the field of environment;

THEREFORE, UNEP AND THE SECRETARIAT 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 which involve 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 supersedes prior MOUs, communications and representations, whether oral or written, concerning the subject matter of this MOU. This MoU complements other valid agreements currently in force between the Parties.
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 for one year, unless amended by the Parties in accordance with Article 14 below 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 the Secretariat;
 - 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 the Secretariat, 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 and in accordance with Article 14 below. The first agreed work plan is attached to this MoU as Annex 1.

a. Improve access to useful information about the status, condition and responses policies for sustainable management of wetlands

- i. Online platform for sharing key, up to date, data and information relating to wetlands.
- ii. World Database on Protected Areas (WDPA)
- iii. Information on what works where in terms of using the economic response policies (market as well non-market based)
- iv. Encourage use of innovative economic approaches like valuation of wetland, ecosystem services, biodiversity offsets, wetland banking and other similar tools.
- v. Embrace natural capital approach in management of wetlands.
- vi. 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 the Secretariat relevant expertise

c. Efficient exchange of information and advice.

The activities below will support achievement of Resolution XIII.7 'Enhancing the Convention's visibility and 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 Convention's Strategic Plan for 2016 – 2024, including indicators development, and where possible will participate in meetings.

- ii. The Secretariat will continue to participate in the UNEP Information and Knowledge Management Initiative for MEAs (InforMEA).
- iii. The Secretariat and UNEP will provide support to the process of enhancing synergies and cooperation among biodiversity related MEAs.
- iv. UNEP will continue to participate in the Convention's 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 Global Environment Facility (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 necessitate the execution of appropriate legal instruments between the Parties in accordance with Article 1.2.

**Article 6
Status of the Parties and their Personnel**

1. The Parties acknowledge and agree that the Secretariat is an entity separate and distinct from the United Nations, including UNEP. The employees, personnel, representatives, agents, contractors or affiliates of the Secretariat, including the personnel engaged by the Secretariat 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 the Secretariat.
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 concluded 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. The Secretariat 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.

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.

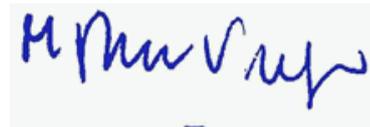
3. Any termination of the MOU shall be without prejudice to (a) the orderly completion of any ongoing collaborative activity and (b) any other rights and obligations of the Parties accrued prior to the date of termination under this MOU or legal instrument executed pursuant to this MOU.

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 the Secretariat of the Ramsar
Convention on Wetlands**



Name:
Inger Andersen
Executive Director

Name:
Ms. Martha Rojas Urrego
Secretary General

Date: 2 June 2020

Date: 4 June

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 Science Division, 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 Secretariat 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. In addition, the Global Peatlands Initiative will, subject to the availability of financial resources, provide an online map specifically focused on peatlands. The Secretariat and UNEP will collaborate with other partners in the development and delivery of this map, including through UNEP participation in the Ramsar workshop on climate change and peatlands and Ramsar participation in the first partners meeting of the Global Peatlands Initiative.
- 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 the Secretariat 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 the on-going work of both the Scientific and Technical Panel of the Ramsar Convention and UNEP, including the Economics of Ecosystems and Biodiversity (TEEB) of water and wetlands, the Valuation & Accounting of Natural Capital for Green Economy (VANTAGE), and developing a Policy Brief. 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 the 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 contributing to the process of follow-up and review of the Sustainable Development Goals by the High Level Political Forum (HLPF). 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 the Secretariat. 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). The Secretariat 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. The Ramsar Secretariat will work directly with UNEP 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 Secretariat may participate as an observer in the Steering Committee of UNEP/DEPI's Wastewater Initiative. Other freshwater opportunities will 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 foster the integration of wetland management plans and other water and catchment management plans are integrated into national strategic 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 and are included in many Nationally Determined Contributions (NDCs) and Reducing Emissions from Deforestation and Forest Degradation (REDD+) strategies and action plans. The Parties will cooperate to support countries in the implementation of policies and measures, and further planning and strategy development to achieve these ambitions. 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 the Secretariat 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, peatlands 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 the Secretariat 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 Secretariat may provide expertise, including resource persons at cost to the Secretariat 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 XIII.7 ‘Enhancing the Convention’s visibility and 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 XIII.7 ‘Enhancing the Convention’s visibility and 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 will participate in meetings.
- ii. The Secretariat will continue to participate in the UNEP Information and Knowledge Management Initiative for MEAs (InforMEA).
- iii. The Secretariat and UNEP will provide support the process of enhancing synergies and cooperation among biodiversity related MEAs.
- iv. UNEP and the UNEP-WCMC will 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 and innovative funding mechanisms including private finance.