



Memorandum of Understanding

(the "MOU")

between

The Secretariat of the Convention on Wetlands of International Importance especially as Waterfowl Habitat (hereinafter "**Ramsar Secretariat**"), having its seat at Rue Mauverney 28, 1196 Gland, Switzerland;

and

The Nagao Natural Environment Foundation (hereinafter "**NEF**"), a non-governmental organization existing under the laws of Japan with its headquarters located at 3-3-7 Kotobashi, Sumida-ku, Tokyo 130-0022 Japan;

herein referred to as the "Parties" and "Party", as the context may reasonably indicate or require.

Preamble

Whereas that since its inception in 1971, the Ramsar Convention on Wetlands of International Importance (hereinafter the "**Ramsar Convention**"), has formed the key international framework for the conservation and wise use of wetlands and their resources, and noting that the Ramsar 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 Ramsar 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 the mission of the NEF is dedicated to promoting nature conservation in developing countries, mainly in the Asia-Pacific region, through comprehensive programme for conservation research and activities, research grant scheme and scholarship scheme, and the NEF has especially contributed to the conservation, wise use and research of wetland and its biodiversity in the Asia-Pacific region including the Mekong – Chao Praya basins;

Whereas the Strategic Plan 2016-2024 of the Ramsar Convention calls for action to address the drivers of wetland loss and degradation, ensure the effective conservation and management of the Ramsar Site network, and the wise use of all wetlands;

Whereas the NEF, through its activities, can further contribute to the effective implementation of the Ramsar Convention by assisting the attainment of aims and targets of the Ramsar Strategic Plan 2016 – 2024.

Therefore, the Parties hereby agree as follows:

Article 1 Purpose

- 1.1 The Parties agree to establish the Nagao Wetland Fund (hereinafter the ‘NWF’) with the aim to support the crucial and important efforts of the Administrative Authorities of Contracting Parties of the Ramsar Convention, local governments, researchers, non-governmental organizations and local communities of developing countries in the Asia-Oceania region to implement the Ramsar Convention and in particular, the overall goals and targets of the Ramsar Strategic Plan 2016-2024. The NWF aims in particular to support projects concerning the conservation, restoration and wise use of wetlands, including communications, education and awareness, and also training for park rangers or staff working in wetland education centers.
- 1.2 With a view to achieving this aim, the NEF agrees to provide financial support to the Ramsar Secretariat through the NWF in accordance with this Memorandum of Understanding.

Article 2 Obligations of the Parties

- 2.1 The NEF undertakes to provide to the Ramsar Secretariat an annual amount of JPY 10,000,000 (ten million Japanese yens) corresponding to approx. USD 80,000 (eighty thousand United States Dollars) during this MOU for the NWF (the “Funds”). The first annual Fund payment will be transferred to the account designated by the Ramsar Secretariat within thirty (30) days from the entry into force of this MOU. The subsequent annual Funds will be transferred to the account designated by Ramsar Secretariat no later than the end of May of each year.
- 2.2 The Asia-Oceania Team within the Ramsar Secretariat, in due consultation with the NEF, as appropriate, will manage the NWF and provide regular updates in a timely and effective manner to the NEF on the use of the Funds provided and on the progress of the Projects contemplated in Article 1 above.

Article 3 Administration of the NWF

- 3.1 Each year, the Funds provided will be used to support three to four projects for a maximum amount of USD 20,000 (twenty thousand United States Dollars) per project (the “Project”). In principle, each Project will be implemented within a one year period, which period can be extended to a maximum of two years.
- 3.2 The Ramsar Secretariat will administer the NWF and will be entitled to use 10% of the Funds to cover administration costs.
- 3.3 The NEF and the Ramsar Secretariat will constitute a selection committee composed by two representatives appointed by NEF and two members of the Asia-Oceania Team within the Ramsar Secretariat (the “Selection Committee”). The Selection Committee will select Projects using clear and recognized criteria and a transparent, independent and accountable review process in line with the process used for the Ramsar Small Grants Fund.

Article 4
Applications for the NWF

- 4.1 Successful Project applications will be designed to ensure that Project operations will contribute to the achievement of the specific objectives of the Ramsar Convention, in particular the achievement of the targets of the Ramsar Strategic Plan 2016-2024.
- 4.2 The Ramsar Secretariat will make available an application form for the NWF based on the application for the Ramsar Small Grants Fund (Annex 1).
- 4.3 Without prejudice to the above, Project applications will be eligible only if the total cost for equipment and salaries does not exceed 20% of the overall Project costs. In addition, the Project applications can include organization of workshops and the provision of reasonable hospitality for such workshops.

Article 5
Entry into Force and Duration

- 5.1 This MOU will enter into force on 1st July 2016 and will continue until 30th April 2021 (the “**Initial Period**”).
- 5.2 Unless terminated by written notice provided to the other Party at least sixty (60) days prior to the expiration of the Initial Period, the MOU will be renewed for one additional period of five (5) years.

Article 6
Limitation of Liabilities

- 6.1 The Ramsar Secretariat will not assume any liability for damages or loss resulting from injury to persons or property, arising out of or in relation to the execution of this MOU, except where such damage or loss was a result of the gross negligence or willful misconduct of Ramsar Secretariat.

Article 7
Intellectual Property

- 7.1 The Ramsar Secretariat and the NEF understand and acknowledge that the intellectual property, title rights, copyrights and all other rights whatsoever in nature in any material produced under the provisions of this MOU will be vested jointly with the Ramsar Secretariat and the NEF. Any use of materials developed under, or as a result of, the terms of this MOU will not be used subsequent to the termination of this MOU without written permission being granted by the Ramsar Secretariat and the NEF.
- 7.2 All outputs provided for in the framework of this MOU should explicitly refer to the Ramsar Convention and the NEF and prior written consent will be sought and provided before the office logos of either the Ramsar Convention or NEF may be used.

Article 8
Jurisdiction and Dispute Resolution

- 8.1 This MOU will be governed by, construed and enforced in accordance with the laws of Switzerland.

8.2 Any dispute, controversy or claim arising out of, or in connection with this MOU or its subject matter or formation will in the first place be settled by direct consultations and negotiations in good faith between the Ramsar Secretariat and the NEF. Failing such settlement, any dispute or claim will be subject to the exclusive jurisdiction of the courts of Geneva, without prejudice to each Party's right to appeal to the Swiss Federal Tribunal.



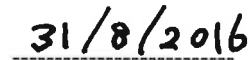
Dr. Ania Grobicki
Acting Secretary General
Secretariat of the Convention on Wetlands



Date



Prof. Dr. Ryutaro Ohtsuka
President
Nagao Natural Environment Foundation



Date