

Update on formal agreements and joint work plans of the Ramsar Convention and partners

(Including October 2015 additions of draft proposed agreements at Annexes 4-6)

Actions requested:

The Standing Committee is invited:

- to guide the Secretariat on the process for the signing of new, renewal of existing, and revitalization of expired Memoranda of Understanding (MOUs), Memoranda of Co-operation (MOCs) and Joint Work Plans (JWPs);
- to review and approve the proposed draft agreements at Annexes 2-6.

Introduction

1. The Ramsar Convention enters into partnerships with many organisations in order to enhance implementation of the Convention. The Fourth Strategic Plan for the Ramsar Convention, covering the period 2016 – 2024, emphasizes the importance of working in partnership, and spells out at paragraph 42 that:

“The wise use of wetlands and their resources will ultimately involve a range of actors well beyond those responsible for the management and maintenance of Ramsar Sites and other wetlands. This holds at local, national, regional and global levels where existing partnerships with Ramsar Regional Initiatives, IOPs and MEAs should be strengthened and new partnerships with civil society and the business sector forged in order to enhance Convention implementation and reverse the rates of loss and degradation of wetlands.”
2. The Convention, supported by the Secretariat, has supported numerous collaborations with formal written and signed agreements. These have taken the form of an exchange of signed letters, a formal Memorandum of Understanding (MOU) or Memorandum of Co-operation (MOC), or a Joint Work Plan (JWP). The Secretariat displays a list of all these agreement on its web site at <http://www.ramsar.org/about/partnerships>.
3. Resolution XI.6 *Partnerships and synergies with Multilateral Environmental Agreements and other institutions* lists at Annex 1 the names of organizations with which the Ramsar Convention had already developed co-operation, synergies and partnerships at the time of COP11 in 2012.
4. A number of Resolutions agreed by the Contracting Parties at COP12 are relevant to the partnerships listed at Annex 1 of this document, and to efforts by the Secretariat to develop formal agreements with partners:

- a. In Resolution XII.2 *The Ramsar Strategic Plan 2016 – 2024*: Goal 4 focuses on enhancing implementation, including through:
 - i. Target 17: “Financial and other resources for effectively implementing the 4th Ramsar Strategic Plan 2016 – 2024 from all sources are made available”; and
 - ii. Target 18: “International cooperation is strengthened at all levels”.
 - b. In Resolution XII.9 *The Ramsar Convention’s Programme on communication, capacity building, education, participation and awareness (CEPA) 2016 - 2024*: paragraph 18 “REQUESTS the Secretariat to seek improved cooperation between Multilateral Environmental Agreements, through the Biodiversity Liaison Group, with regard to capacity building”.
 - c. In Resolution XII.3 *Enhancing the languages of the Convention and its visibility and stature, and increasing synergies with other multilateral environmental agreements and other international institutions*:
 - i. Paragraph 42 “INSTRUCTS the Secretariat to report annually on progress on implementing Resolution XI.6 on Partnership and synergies with Multilateral Environmental Agreements and other institutions to the Standing Committee”; and
 - ii. Paragraph 43 “FURTHER INSTRUCTS the Secretariat to continue working to strengthen collaboration with IUCN World Heritage Outlook, UNEP, UNEP-GRID, UNDP, UNESCO, Regional Economic Commissions of the UN, the World Bank, WHO, the World Meteorological Organization (WMO), FAO, GEF, Intergovernmental Platform on Biodiversity and Ecosystem Services (IPBES) and others, and report on progress to the Standing Committee and the Contracting Parties on a regular basis”.
 - d. In Resolution XII.7 *Resource Mobilization and Partnership Framework of the Ramsar Convention*, paragraph 21 “REQUESTS the Secretariat to strengthen partnerships with other multilateral environmental agreements (MEAs) such as *inter alia* the United Nations Convention to Combat Desertification (UNCCD), the CBD and others, in order to enhance synergies and sharing of resources, avoid duplication and enhance implementation, respecting the mandate of each Convention; and REQUESTS the Secretariat to provide to the Standing Committee at its 51st meeting a plan on how to increase cooperation with other MEAs and report regularly actions to the Standing Committee”.
5. The purpose of this document is to provide for Standing Committee:
- a. A summary of signed agreements currently in force, with their start and expiration dates (Annex 1);
 - b. A proposed revision and update to the JWP between the Ramsar Convention and the Convention on Migratory Species of Wild Animals (CMS) to cover the period until 2017 (Annex 2);
 - c. A draft of a proposed new MOU between UNEP and the Ramsar Convention (Annex 3);
 - d. A draft of a proposed MOC between the Nagao Natural Environment Foundation and the Ramsar Convention Secretariat (Annex 4);

- e. A draft of a proposed MOU on the establishment and operation of the Ramsar Regional Center – East Asia (Annex 5); and
 - f. Draft Terms of Reference for collaboration between Ramsar Convention and Shell on wetlands for carbon capture and storage (Annex 6).
6. The proposed MOU between UNEP and Ramsar at Annex 3 has been updated following review and changes by UNEP during September 2015.
 7. The Nagao Natural Environment Foundation (NEF) is a Japanese NGO that promotes nature conservation mainly in the Asia-Pacific region, through providing a comprehensive programme for conservation research and activities, research grants, and educational scholarships. The main aim of the MOC at Annex 4 is to establish the 'Nagao Wetland Fund' which will support three to four projects annually to help Ramsar Administrative Authorities, local governments, researchers, NGOs and communities from developing countries in the Asia-Oceania region to implement the Ramsar Convention and in particular, the Ramsar Strategic Plan 2016-2024. Under the MOC, the NEF will provide JPY 10 million (approx. USD 80,000) annually to the Ramsar Secretariat who will then manage the Fund and the projects that are supported.
 8. The draft Memorandum of Understanding at Annex 5 is between the Ramsar Secretariat, the Ministry of Environment (R.O. Korea) and the municipal government of Suncheon City (R.O. Korea) for the hosting of the Secretariat of the Ramsar Regional Centre – East Asia, one of the Ramsar regional initiatives, by the municipal government of Suncheon City. The MOU includes, as its Annex I, details of the financial contribution that would be made by the Host Country (i.e. the R.O. Korea) and the Host City (i.e. Suncheon City), and Annex II includes all of the Terms of References of the RRC-EA.
 9. Annex 6 presents draft Terms of Reference for a partnership between Shell and the Ramsar Convention, to explore and develop the business case, co-benefits, and opportunities of using wetlands for carbon capture and storage.
 10. As denoted in bold in the table provided in Annex 1, six currently valid agreements are due to terminate in 2015 or early 2016 (CMS, Danone Evian, OAS, SPREP, Stetson College, and the World Bank). The Secretariat seeks the approval of the Standing Committee to review and renew these agreements to align with the priorities that have been established in the Fourth Strategic Plan.
 11. The Secretariat signed an MOC with the Convention's five International Organization Partners in 2011, to serve until 2017. There is not yet such an agreement in place with the Wildfowl & Wetlands Trust, which Contracting Parties approved at COP12 through Resolution XII.3 as the Convention's sixth IOP.
 12. The Secretariat seeks guidance from the Standing Committee on its actions to re-initiate MOCs that have expired during the last triennia, which include the Convention for the Protection of the Marine Environment and the Coastal Region of the Mediterranean (Barcelona Convention); Convention for the Protection and Development of the Marine Environment of the Wider Caribbean Region (Cartagena Convention); Commission Internationale du Bassin Congo-Oubangui-Sangha (CICOS); European Environment Agency; Eurosite; Global Nature Fund; International Ocean Institute; UNEP World Conservation Monitoring Centre (WCMC); UN World

Tourism Organization (WTO); World Health Organization; and Wetland Link International (WLI). These are also listed in Table 2 of Annex 1.

Annexes

1	Current and expired agreements	5
2	Proposed update to Ramsar and CMS Joint Work Plan, to cover the period 2015-17	7
3	Proposed MOU between Ramsar and UNEP (as of September 2015)	10
4	Memorandum of Cooperation between the Nagao Natural Environment Foundation and the Ramsar Convention Secretariat	18
5	Memorandum of Understanding on the establishment and operation of the Ramsar Regional Center – East Asia Between the Ramsar Convention on Wetlands of International Importance, the Ministry of Environment of the Republic of Korea, and (hosting city)	22
6	Draft Terms of Reference for collaboration between Ramsar Convention on Wetlands and Shell	39

Annex 1

Current and expired agreements

Table 1. Currently active signed agreements and their validity

Organization Name	Start Date	Expiration Date
<i>Global Multilateral Environmental Agreements (MEAs)</i>		
Convention on Biological Diversity (CBD)	4 November 2011	2020
Liaison Group of the Biodiversity-related Conventions	4 September 2011	No expiration date
Convention on the Conservation of Migratory Species of Wild Animals – CMS	14 May 2012	MOU: No expiration date JWP: May 2015
UNESCO Man and Biosphere (MAB) Programme	20 March 2002	No expiration date
United Nations Convention to Combat Desertification in those Countries Experiencing Serious Drought and/or Desertification, particularly in Africa	5 December 1998	No expiration data
UNESCO – World Heritage Centre	14 May 1999	No expiration date
<i>Regional Multilateral Environmental Agreements</i>		
Carpathian Convention	13 November 2006	No expiration date
Inter-American Convention for the Protection and Conservation of Sea Turtles	8 July 2012	No expiration date
South Pacific Regional Environment Programme (SPREP)	December 2012	31 December 2015
<i>Global intergovernmental organisations and processes (IGOs)</i>		
United National Conference on Trade and Development	1 September 2002	No expiration date
UNESCO - IHE	3 November 2013	3 November 2018
World Bank	16 February 2010	30 June 2015
<i>Regional intergovernmental organisations and processes (IGOs)</i>		
African Centre for Parliamentary Affairs (ACEPA)	28 June 2013	28 June 2018
The ASEAN Centre for Biodiversity	17 November 2011	No expiration date
Conservation of Arctic Flora and Fauna (CAFF) – Working Group of the Arctic Council	12 July 2012	No expiration date
ICPDR – International Commission for the Protection of the Danube River, on observer status of Ramsar Convention at DRP Convention	8 November 2000	No expiration date
LCBC – Lake Chad Basin Commission	23 November 2002	No expiration date
The Niger Basin Authority (NBA)	23 November 2002	No expiration date
<i>International Organization Partners (IOPs)</i>		
Birdlife International	19 May 2011	19 May 2017
International Water Management Institute (IWMI)	19 May 2011	19 May 2017
IUCN	19 May 2011	19 May 2017
Wetlands International	19 May 2011	19 May 2017
WWF	19 May 2011	19 May 2017

Organization Name	Start Date	Expiration Date
<i>Other International NGOs and organizations</i>		
Charles Sturt University	3 November 2013	3 November 2018
Conservation International	10 April 2013	10 April 2018
Ducks Unlimited	2 February 2012	No expiration date
ICLEI – Local Governments for Sustainability	12 May 2015	30 June 2021
International Association for Impact Assessment	22 June 2001	No expiration date
JICA – Japan International Cooperation Agency	3 June 2015	31 December 2020
Organization of American States (OAS)	17 February 2010	17 February 2016
Society for Ecological Restoration (SER)	31 January 2012	31 January 2018
Society of Wetland Scientists (SWS)	1 July 2011	1 July 2017
Stetson University College of Law	18 February 2010	18 February 2016
The Albertine Rift Conservation Society (ARCOS)	23 May 2013	22 May 2018
The Nature Conservancy (TNC)	7 July 2012	No expiration date
Université Senghor	13 May 2013	No expiration date
World Association of Zoos and Aquariums (WAZA)	17 June 2009	No expiration date
<i>Private sector</i>		
Danone Evian	16 February 2012	31 December 2015
Star Alliance-IUCN- Ramsar: Biosphere Connections	September 2014	Automatic annual renewal

Table 2. Expired signed agreements and their validity

Organization Name	Start Date	Expiration Date
Center for International Earth Science Information Network, Columbia University (USA), and Wetlands International	April 2000	31 December 2002
Convention for the Protection of the Marine Environment and the Coastal Region of the Mediterranean (Barcelona Convention)	7 February 2006	7 February 2012
Convention for the Protection and Development of the Marine Environment of the Wider Caribbean Region (Cartagena Convention)	29 June 2005	29 June 2011
Commission Internationale du Bassin Congo-Oubangui-Sangha (CICOS)	20 March 2006	20 March 2012
European Environment Agency	27 February 2006	27 February 2012
Eurosite	24 September 1999	24 September 2002
Global Nature Fund	29 September 2004	29 September 2010
Japanese Aerospace and Exploration Agency (JAXA)	12 October 2010	12 October 2012
International Ocean Institute	17 October 2006	17 October 2012
UNEP World Conservation Monitoring Centre (WCMC)	4 June 2010	31 December 2012
UN World Tourism Organization (WTO)	2 February 2010	2 February 2013
Wetland Link International (WLI)	12 November 2005	12 November 2011
World Health Organization (WHO)	18 February 2011	18 February 2012

Annex 2

Proposed update to Ramsar and CMS Joint Work Plan, to cover the period 2015-17

In 2012 a Memorandum of Cooperation was signed between the CMS and Ramsar Secretariats and subsequently a Joint Work Plan 2012-2014 was prepared. In July 2015 there have been consultations between both Secretariats and a new version of the Joint Work Plan 2015-2017 has been developed. This new document will pave the way for further cooperation and will ensure that the work of the two Secretariats is aligned on a number of key issues such as: national policies; regional agreements and initiatives; management of species populations and wetland ecosystems; global science and policy; and information, outreach and capacity building.

Proposed Joint Work Plan 2015-2017 Secretariats of the Ramsar Convention and the Convention on Migratory Species (CMS)

This plan identifies a non-exclusive list of activities on which the Ramsar Convention and CMS Secretariats agree to cooperate within the framework of their Memorandum of Cooperation.

1. National policies

Activities	Timeframe
1.1. To support national policy initiatives for coordinated implementation of the CMS and Ramsar Conventions, including consultation among relevant national focal points, cross-representation on relevant national implementation committees and working groups, streamlining and harmonization of reporting processes, and adequate reflection of Ramsar and CMS interests in the updated National Biodiversity Strategies and Action Plans and in initiatives of other relevant biodiversity-related conventions.	2015-2017
1.2. Encourage regular communication between CMS and Ramsar focal points at national level	2015-2017

2. Regional agreements and initiatives

Activities	Timeframe
2.1 To take opportunities for facilitating mutual participation in relevant meetings under either Convention, including those organized at regional level in the framework of the Ramsar Convention and its Regional Initiatives, those organized under CMS auspices in relation to individual Agreements, Memoranda of Understanding or other instruments, and workshops on technical topics of mutual interest.	2015-2017

3. Management of species populations and wetland ecosystems

Activities	Timeframe
3.1 To develop policy and management approaches in furtherance of the most recent scientific knowledge and best practice thinking concerning ecological networks in relation to migratory species and wetlands.	2015-2017
3.2 To continue to develop joint intelligence, research and response	2015-2017

Activities	Timeframe
mechanisms in relation to wildlife diseases.	
3.3 To explore the scope for synergy in responding to other emergency situations (such as mass die-offs), in follow-up to Ramsar Resolution IX.9 and CMS Resolution 10.2.	2015-2017
3.4 To collaborate in research, management, information and outreach activities related to the sites that are listed by Ramsar and at the same time are included in Network of Sites of Importance for Marine Turtles of the Indian Ocean South East Asian (IOSEA) Marine Turtle Memorandum of Understanding.	2015-2017
3.5 To collaborate in the implementation of the GEF project on Dugong and Seagrass in the Indian Ocean & Western Pacific (resources permitting).	2015-2017
3.6 To collaborate in the implementation of the Ramsar Strategy for High Andean Wetlands and the CMS Memorandum of Understanding on High Andean Flamingos	2015-2017
3.7 To collaborate in the implementation of the various regional Ramsar initiatives covering mangroves and coral reef ecosystems, and the CMS Memorandum of Understanding on Migratory Sharks, having a particular focus on the conservation of CMS listed sharks, sawfishes and rays.	2015-2017
3.8 To continue to enhance the identification of overlaps between the interests of migratory species and wetlands of importance, and to seek appropriate coherence between attention to “critical sites” for migratory pathways and strategic objectives for networks of protected wetlands.	2015-2017
3.9 To undertake specific advisory missions on a joint basis in cases where the interests of both Conventions may be involved (resources permitting).	as required

4. Monitoring and assessment

Activities	Timeframe
4.1 To define and operate (monitor, assess, report on) relevant biodiversity indicators to evaluate effectiveness of Convention implementation, and as a contribution to wider collective efforts concerning assessments of progress towards the global Aichi targets, inter alia through the expert consultative processes established under the Convention on Biological Diversity, and in cooperation with the UNEP World Conservation Monitoring Centre.	2015-2017

5. Global science and policy

Activities	Timeframe
5.1 To consider collaboration, resources permitting, on the production of synthesis products focused on water, wetlands and migratory species interests in respect of the economics of ecosystems and biodiversity, including collaboration on new work by the Ramsar Scientific & Technical Review Panel in this subject area, and follow-up to the reports of the “TEEB” study.	2015-2017
5.2 To align and harmonize where possible proposals for COP Resolutions on technical subjects of mutual interest (such as climate change, the energy sector, extractive industries and impact assessment).	2015-2017
5.3 To coordinate participation and joint statements at meetings of the Intergovernmental Platform on Biodiversity and Ecosystem Services (IPBES) in the context of the Biodiversity Liaison Group (BLG)	2015-2017

Activities	Timeframe
5.4 To publish jointly technical guidance materials of mutual interest where appropriate (and resources permitting).	2015-2017

6. Information, outreach and capacity-building

Activities	Timeframe
6.1 To organize efficient cross-distribution to the two Conventions' constituencies of materials for the promotion of World Wetlands Day and World Migratory Bird Day as well as of CMS species awareness campaigns if they are of any relevance for Ramsar, and to issue mutually supportive public information about each of these Days and campaigns.	2015-2017
6.2 To collaborate on activities for capacity building (resources permitting) including cross-representation on capacity building workshops and investigation of ways and means to support the application of the Flyway Training Kit developed under the GEF project Wings Over Wetlands (WOW).	2015-2017
6.3 To consider creative ways of mutually enhancing Secretariat capacity, for example through staff placements, exchange of interns, and reciprocal temporary staff secondments for "pressure point" occasions such as COPs.	2015-2017
6.4 To collaborate in exploring funding for joint activities e.g. the project on the Enhancement of Information and Communication Technologies and Capacity at CITES, CMS and Ramsar.	2015-2017

Annex 3

Proposed MOU between Ramsar and UNEP (as of September 2015)

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE UNITED NATIONS ENVIRONMENT PROGRAMME (UNEP)
AND
THE CONVENTION ON WETLANDS OF INTERNATIONAL IMPORTANCE, ESPECIALLY AS WATERFOWL
HABITAT**

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 UNEP has the mandate to catalyze 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 “Ramsar Convention”) is an international treaty and has the following stated mission: “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 UNEP and the Ramsar Convention (hereinafter collectively referred to as “Parties”) 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 UNEP and the Ramsar Convention wish to contribute to the implementation of The 2030 Agenda for Sustainable Development and related Sustainable Development Goals as well as the Medium-term Strategy of UNEP 2014-2017 and Ramsar Strategic Plan 2016-2024;

WHEREAS the Parties intend to conclude this Memorandum of Understanding (hereinafter referred to as “MOU”) with the aim of consolidating, developing and detailing their cooperation and effectiveness to achieve the common objectives in the field of environment;

THEREFORE, UNEP AND RAMSAR CONVENTION 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, including those involving 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 complements all prior MOUs, communications and representations, whether oral or written, concerning the subject matter of this MOU.
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 until 31 December 2017, unless renewed by the Parties 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 Ramsar Convention;
 - 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 and 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 Ramsar Convention, in accordance with its mandate. All could be strengthened through the cooperation of the Parties.
 - a. **Improve access to useful information about the status, condition of wetlands, globally.**
 - i. **Develop an online platform for sharing key, up to date, data and information relating to wetlands.** Together, UNEP's Division of Early Warning and Assessment (DEWA), the Global Resource Information Database GRID-Geneva as part of UNEP's global group of environmental information centres (linking with the UNEP Live knowledge management platform) and the Ramsar Convention are collaborating in a system for gathering and reporting information that allows for continually tracking the condition of wetlands. The Ramsar Convention has invested in the capabilities of UNEP and the GRID-Geneva, for a reporting system for the Ramsar Convention's 2100 'Sites of International Importance' around the world. The next level of senior level collaboration will leverage earth observation (including via existing partners of each organization) 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 Goals (SDGs) Target 6.6 "By 2020, protect and restore water-related ecosystems, including mountains, forests, wetlands, rivers, aquifers and lakes".
 - ii. **World Database on Protected Areas (WDPA).** Cooperate in order that the WDPA includes 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 Ramsar Convention will build on this so as to increase opportunities for assessing the relationship between Ramsar sites and protected areas, including other internationally recognized 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 ongoing UNEP's work including the Economics of Ecosystems and Biodiversity (TEEB) and the Valuation & Accounting of Natural Capital for Green Economy (VANTAGE). 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 investible fund in the wetland management programme which in turn would pave the path of

mainstreaming these critical ecosystems into design and implementation of development policies.

- iv. **Improve biodiversity indicators and monitoring.** UNEP/DEWA and UNEP-WCMC, the Ramsar Convention 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'. 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 Ramsar national focal points.
- b. **Improve synergies and the catalytic role of each Party.**
- i. **In order to leverage a broader range of benefits that wetlands provide for sustainable development,** UNEP will support Ramsar Convention contracting parties with the fulfillment of their commitments under the Ramsar Convention, especially where co-benefits exist for different Multilateral Environmental Agreements (MEAs). Ramsar Convention Senior Regional Advisors will work directly with dedicated regional UNEP staff, including regional seas conventions and action plans, to ensure a coordinated approach.
 - ii. **In terms of protecting biodiversity,** UNEP will support Ramsar Convention contracting parties with the fulfillment of their commitments under the Ramsar Convention, in line with the development of National Biodiversity Strategies and Action Plans (NBSAPs). In particular, dedicated UNEP staff will 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 forwards by the Convention. Ramsar Convention Senior Regional Advisors will work directly with dedicated UNEP staff to ensure a coordinated approach.
 - iii. **In terms of clean supplies of freshwater,** an expert selected by the Ramsar Convention shall participate in the Steering Committee of UNEP/DEPI's Wastewater Initiative. Other freshwater opportunities shall be explored and developed in particular where there is a role for better management of wetland ecosystems to contribute to better freshwater outcomes.
 - iv. **In terms of 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 ensure that wetland management 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. The Parties shall therefore support countries and stakeholders in their climate change mitigation, especially Reducing Emissions from Deforestation and Forest Degradation (REDD+), actions on readiness efforts, on planning, financing and delivery of Result Based Actions and for receiving Result Based Payments and other Payments for Ecosystems Services”.

- v. **In supporting implementation of Multilateral Environmental Agreements:** When developing and implementing activities which support implementation of multilateral environmental agreements at the national level, UNEP will collaborate with Ramsar Convention national focal points in order to help ensure coherent implementation of multilateral environmental agreements, and effective integration of multilateral environmental agreements into national policies and practices.
 - vi. **In terms of degraded wetlands, due to mismanagement, climate change or disasters, the Contracting Parties shall support countries and stakeholders in their ecosystem restoration and climate change adaptation efforts.**
 - vii. **In terms of integrated management of river basins and other specialist groups,** the Parties shall collaborate 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, peat-lands and bogs.
 - viii. **In conflict-affected countries,** where competition over wetland resources may be a source of conflict the Parties will 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, and in conflict-affected countries where UNEP has an active presence it will provide political, technical and logistical support.
 - ix. **In terms of UNEP expertise in World Wetlands Day and the Conference of the Contracting Parties to the Ramsar Convention (CoP),** UNEP shall 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.
 - x. **In terms of the Ramsar Convention expertise,** the Ramsar Convention shall provide expertise, including resource persons at cost to the Ramsar Convention 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.
- c. **Efficient exchange of information and advice.**
- i. UNEP shall provide support to the achievement of the Ramsar Convention Strategic Plan for 2016 – 2024, including indicators development, and where possible shall participate in meetings.
 - ii. Ramsar Convention shall continue to participate in the UNEP Division of Environmental Law and Conventions (DEL/C) Information and Knowledge Management

Initiative for MEAs (InforMEA).

- iii. Ramsar Convention shall continue to participate in the Biodiversity Liaison Group.
- iv. Ramsar Convention shall provide input to UNEP/DELCO project on mapping gaps and opportunities among MEAs with a focus on synergies and coherence.
- v. UNEP and the UNEP-WCMC shall continue to participate in the Ramsar Convention Scientific, Technical and Reporting Panel (STRP) as Observer.

d. To increase financing of wetlands

- i. Staff from both organizations will collaborate in order to maximize opportunities for wetlands financing, working with GEF funds where UNEP is already a GEF Implementing Agency to direct funds towards the wise use of wetlands, across all GEF focal areas, and to seek opportunities for jointly seeking funding projects from other funding sources, where possible.

3. The 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.

Article 5

Organization of the Cooperation

1. The Parties shall hold annual meetings on matters of common interest, 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 according to need including ad hoc meetings as deemed necessary by the relevant UNEP divisions and the Ramsar Convention 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.

Article 6

Status of the Parties and their Personnel

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

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 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 8.2.

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 concludes as per Article 1.2.

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. Ramsar Convention 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.
2. Ramsar Convention shall indemnify, hold and save harmless and defend at its own expense, the United Nations and UNEP, their officials, personnel and representatives, from and against all suits, claims, demands and liability of any nature or kind which may arise in relation to this MOU due to any actions or omissions attributable to Ramsar Convention.

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 8-13 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 Ramsar Convention

.....
Name: Mr. Achim Steiner,
UNEP Executive Director

.....
Name: Mr. Christopher Briggs
Secretary General, Ramsar Convention

Date:

Date:

Annex 4

Memorandum of Cooperation between the Nagao Natural Environment Foundation and the Ramsar Convention Secretariat

Preamble

Acknowledging 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 national action and international cooperation for the conservation and wise use of wetlands and their resources, and 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.

Noting that since 1989, the Nagao Natural Environment Foundation (hereinafter 'NEF') has existed as a non-governmental organisation (NGO) to promote nature conservation in developing countries, mainly in the Asia-Pacific region, and that the NEF mission is achieved through a comprehensive programme for conservation research and activities, research grants, and educational scholarships;

Recognizing that the 4th 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;

Celebrating that, as per this Memorandum of Cooperation, and in light of the NEF support for the mandate of the Nagao Wetland Fund (known hereinafter as the 'NWF'), it is the solemn intention of the signatories to encourage the crucial and important efforts of the Ramsar Administrative Authorities, local governments, researchers, NGOs and communities of developing countries in the Asia-Oceania region to implement the Ramsar Convention and in particular, the Ramsar Strategic Plan 2016-2024;

It is hereby agreed that:

Article 1 Name of the Fund

1.1 The name of the Fund will be the Nagao Wetland Fund (known hereinafter as the 'NWF').

Article 2 Aim of the NWF

2.1 The aim of the NWF will be to encourage and support the work of the Ramsar Administrative Authorities, local governments, researchers, NGOs and communities of developing countries in the Asia-Oceania region to implement the Ramsar Convention and in particular, the Ramsar Strategic Plan 2016-2024.

2.2 This aim will be achieved through providing financial support to projects concerning the conservation, restoration and wise use of wetlands, including communications, education and awareness, and also training for park ranger or education centre staff.

Article 3 Administration of the NWF

3.1 From [month] 2016, the NEF will provide to the Ramsar Secretariat of the Convention ¥ 10 million (approx. USD 80,000) annually over the course of this Memorandum of Cooperation to administer the NWF.

3.2 Each year, the funds provided will support approximately three to four projects (maximum USD20,000 per project). Each project will ideally be for one year duration with a maximum of two years.

3.3 The Ramsar Secretariat shall also utilize 10% for administration costs.

3.4 A selection committee will be established to select the successful applications for funding, in accordance with clear and recognized criteria and a transparent, independent and accountable review process. The committee will include one representative from each of the NEF, Ramsar Secretariat and STRP, as well as the Standing Committee representatives for Asia-Oceania.

Article 4 Application for the NWF

4.1 The clear and recognized criteria for successful applications will be based on their ambition of achieving the targets of the Ramsar Strategic Plan.

4.2 The application form for the NWF will be based on that of the Ramsar Small Grant Fund;

4.3 The NWF will accept proposals that include a minimum purchase of equipment, a minimum cost for salaries (<20%), the organization of workshops and the provision of reasonable hospitality for such workshops.

Article 5 Entry into Force and Duration of the Memorandum of Cooperation

5.1 This Memorandum of Cooperation shall enter into force on [date, month] 2016 with the duration continuing to [date, month] 2020.

5.2 Thereafter, the Memorandum of Cooperation shall automatically renew and remain in force for a further period of five (5) years unless written notice of termination is provided to the other participant at anytime at least sixty (60) days prior to the expiration of the initial period or any extended period.

Article 6 Limitation of Liabilities

6.1 The Ramsar Convention Secretariat does not accept any liability for claims for compensation in respect of accident, illness, injury to person or property, arising out of or related to the execution of this Memorandum of Cooperation, except where such injury was a result of the gross negligence or willful misconduct of Ramsar Convention Secretariat and/or its Staff.

6.2 The NWF shall be responsible exclusively and indefinitely for all claims or damage resulting from the performance of the terms of this Memorandum of Cooperation, brought against Ramsar Convention Secretariat by any party, in any jurisdiction. The NWF agrees to waive any claims against Ramsar Convention Secretariat to recover any damages duly applied to the organization or any of its

partners, agents or employees from a court of proper jurisdiction, except in the case of gross negligence or willful misconduct of Ramsar Convention Secretariat and/or its Staff.

Article 7
Intellectual Property

7.1 The NWF and Ramsar Convention Secretariat 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 Memorandum of Cooperation or which bear a direct relation to this Memorandum of Cooperation, shall be vested jointly with the Ramsar Convention. The NWF agrees that any use of materials developed while under, or as a result of, the terms of this Memorandum of Cooperation shall not be used subsequent to the separation or termination of this Memorandum of Cooperation, without written permission being granted by Ramsar Convention Secretariat. This provision shall apply for the duration of the term of protection afforded under the applicable intellectual property laws.

7.2 All outputs from this Memorandum of Cooperation should explicitly reference the Ramsar Convention and where applicable NWF. Prior written consent shall be sought and provided before the office logos may be used.

Article 8
Jurisdiction and Dispute Resolution

8.1 This Memorandum of Cooperation shall be governed by and interpreted, construed and enforced in accordance with the laws of the State of Switzerland.

8.2 Any controversy or claim arising out of, or in accordance with this Memorandum of Cooperation or any breach thereof, shall in the first instance be settled by direct and good faith negotiations between Ramsar Convention Secretariat and NWF. Failing such settlement, any dispute or claim shall 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.

Christopher Briggs
Secretary General
Secretariat of the Convention on Wetlands

Makoto Komoda
Executive Director
Nagao Natural Environment Foundation

Date

Date

Annex 5

Memorandum of Understanding on the establishment and operation of the Ramsar Regional Center – East Asia Between the Ramsar Convention on Wetlands of International Importance, the Ministry of Environment of the Republic of Korea, and (hosting city)

The Ramsar Convention on Wetlands of International Importance (hereinafter the Ramsar Convention), through its Secretariat (hereinafter the Ramsar Secretariat), the Ministry of Environment of the Republic of Korea (hereinafter ME) and (hosting city),

Highly appreciating the contributions of the Ramsar Regional Center – East Asia (hereinafter RRC-EA) to the implementation of the Ramsar Convention including the conservation and wise use of wetlands, primarily in East Asia but also in Southeast Asia,

Recalling Decision SC46-28 paragraph 28 of the Operational Guidelines 2013-2015 for Regional Initiatives in the framework of the Ramsar Convention on Wetlands (approved at SC46 in April, 2013) that calls for a hosting agreement which will provide sufficient independence of operation to the Regional Initiative in terms of staffing, accounting and fundraising,

And with a view to improving and facilitating the operation of RRC-EA to fulfill its purpose of establishment by clarifying the responsibility and obligation of each Party, Have reached an agreement as follows:

Paragraph 1. Definitions

For the purpose of this Memorandum of Understanding (MOU):

- A. “The RRC-EA” means the Ramsar Regional Center – East Asia established with the approval by the Ramsar Convention.
- B. “The Secretariat” means the Secretariat of the Ramsar Convention.
- C. “Host Country of the RRC-EA” means the Republic of Korea, represented by the Ministry of Environment.
- D. “Host City of the RRC-EA” means the ()
- E. “Steering Committee” means the RRC-EA Steering Committee established under the Terms of Reference for the Steering Committee of the RRC-EA.
- F. “Chair” means the Chair of the RRC-EA Steering Committee appointed under the Terms of Reference for the Chair of the Steering Committee.
- G. “Executive Director” means the Executive Director of the RRC-EA appointed by the RRC-EA Steering Committee under the Terms of Reference for the Steering Committee of the RRC-EA.
- H. “Staff member” means the Executive Director and all persons appointed to support the works of the RRC-EA.

- I. "RRC-EA Office" means the premises of the RRC-EA, including buildings or parts of buildings, irrespective of ownership, occupied by the RRC-EA for the performance of its official activities.
- J. "RRC-EA Secretariat" means the staff who are employed to carry out the work of the RRC-EA.

Paragraph 2. The Objectives and Functions of the RRC-EA

- A. The objective of the RRC-EA is to enhance the implementation of the Ramsar Convention primarily in East but also in Southeast Asia through, *inter alia*, providing education courses, financial support, networking and awareness-raising projects.
- B. The RRC-EA supports the implementation of the Ramsar Strategic Plan primarily in East but also in Southeast Asia by conducting the following actions;
 - a) Supporting the development of policies for wetlands conservation and ways of how to wisely use wetlands primarily in East but also in Southeast Asia by undertaking relevant activities;
 - b) Establishing and utilizing database relevant to the information and knowledge of the wetlands primarily in East but also in Southeast Asia;
 - c) Providing capacity building education and on-demand consulting service for relevant officials working for wetlands conservation primarily in East but also in Southeast Asia;
 - d) Developing cooperation networks with governments, international organizations, NGOs, universities, research institutes and centers for wetland visitors to create synergy effects in implementing the Ramsar Convention primarily in East but also in Southeast Asia;

Paragraph 3. Hosting Arrangement

- A. The Host Country hereby commits and agrees to provide hosting arrangements for the RRC-EA.
- B. This MOU and the operation of the RRC-EA will in all respects (including but not limited to recruitment, operations, and financial matters), be conducted and administered in accordance with the relevant laws of the Host Country. The target date for the commencement of operation of the RRC-EA is January 1st 2016.
- C. The Host Country will maintain its relationship with the RRC-EA in accordance with its role and responsibilities as a member, in the same manner as other members.
- D. The Steering Committee will review the hosting arrangement at least once every six year.

Paragraph 4. Operations of the RRC-EA

- A. The RRC-EA will perform its function in accordance with the Terms of Reference of the RRC-

EA (Annex II) to meet the goals and objectives of the RRC-EA, and under the supervision of the Chair according to the decisions made by the Steering Committee.

- B. The Executive Director will establish an organizational structure and staffing plan in compliance with the Terms of Reference of the RRC-EA, within the RRC-EA budget and in consultation with the Steering Committee, and will have responsibility for overseeing the implementation of the structure and staffing plan.
- C. The Executive Director will establish an annual work plan and budget in consultation with the Steering Committee and will have responsibility for overseeing the implementation of the annual work plan and budget.
- D. The Executive Director will be provided with a Delegation of Authority from the Chair to exercise the functions of the position, and will communicate with the Chair, if necessary, in operating the RRC-EA.

Paragraph 5. Cooperation between the RRC-EA and the Ramsar Secretariat

- A. Upon request by the RRC-EA, the Ramsar Secretariat will make best efforts to provide additional support to the RRC-EA, subject to the availability of Ramsar Secretariat human and financial resources.
- B. The Ramsar Secretariat and RRC-EA will communicate regularly, and both will ensure that the operational strategy and objectives of the RRC-EA are fully aligned with the Strategic Plan of the Ramsar Convention.
- C. The RRC-EA will provide an annual report to the Ramsar Secretariat to inform the Ramsar Convention Standing Committee, and if necessary, the Ramsar Convention Conference of the Parties of the operation of the RRC-EA and their plans for the coming year(s).
- D. The RRC-EA will inform the Ramsar Secretariat of its organizational and staffing structure. The RRC-EA will also share with the Ramsar Secretariat such information as the Terms of Reference, the rules of procedure and other written provisions on the operations of the RRC-EA, all minutes of the meetings of the Steering Committee meetings and records of decisions taken.
- E. The Ramsar Convention Conference of the Parties and its Standing Committee will be informed the activities of the RRC-EA through the Secretariat, and will be responsible for overseeing the general policies of the RRC-EA in implementing the Convention.
- F. Any Partnership Agreements with other international organizations, global partners or international partner organization of the Ramsar Convention will be reported to the Ramsar Secretariat.
- G. The use of the guidelines of the Ramsar Convention will be reported to the Ramsar Secretariat.
- H. The progress of the CEPA activities of the RRC-EA will be made available to the Ramsar Secretariat for use by the CEPA Overseeing Committee of the Convention.
- I. The Ramsar Secretariat will coordinate the review of the operation of the RRC-EA under the Ramsar Convention, which shall be conducted on a regular basis and in accordance with the

provisions approved by the Standing Committee. The review will ensure that the RRC-EA can be operated under the mechanisms of the agreed project plan and approach, as approved by the Ramsar Convention based on the decisions of the Ramsar Convention Conference of the Parties.

- J. The Ramsar Secretariat will assist the RRC-EA, subject to the availability of resources, in achieving the strategic goals through the following roles;
 - a) Ensuring the support of the Host Country is maintained
 - b) Practically developing technological and financial support from relevant countries
 - c) Establishing a solid, independent and transparent operation mechanism
 - d) Developing and promoting education and training programs at the global level with a focus on the core objectives of the Convention

Paragraph 6. Staffing Arrangements

- A. The Executive Director will be appointed through the following procedure, in accordance with the Terms of Reference of the Steering Committee of the RRC-EA which is included to this MOU as an Annex II. The official process for staffing shall proceed upon signature of this MOU.
 - a) The Chair shall establish a selection panel comprising the Chair, three (3) members from and approved by the Steering Committee and one (1) representative from the Ramsar Convention Secretariat.
 - b) The selection panel shall develop job descriptions, qualifications and other relevant human resources documentation in consultation with the Steering Committee.
 - c) The Executive Director will be recruited by open announcement, to be disseminated as widely as possible.
 - d) The selection panel will short-list and interview the candidates and will submit its recommended candidate to the Steering Committee for consideration and final approval.
 - e) The Host Country will appoint the final candidate as the Executive Director in consultation with the Chair.
- B. The Host Country and (the hosting city) will assist with necessary permits for the Executive Director, if he/she is not a Korean citizen, to work and reside in the Republic of Korea, and with necessary permits for her/his partner and family members to reside and work in the Republic of Korea.
- C. The Executive Director will be appointed for a maximum fixed-term contract of five years. At the end of this term, the contract may be renewed at the discretion of the Steering Committee and the Host Country.
- D. Staff members other than the Executive Director will be selected by the Executive Director, with the endorsement of the Steering Committee. The paramount consideration in the

appointment of the RRC-EA staff members will be the necessity of securing the highest standards of efficiency, experience, competence and integrity while having regard to equal employment opportunities such as race and gender. Depending on the scope of projects, additional staff members could be recruited.

- E. Staff members may be seconded from regional Ramsar Contracting Parties to the RRC-EA. The Host Country will establish secondment agreements in accordance with Korean law and assist with necessary permits to work and reside in the Republic of Korea. Any secondments financed by a donor will be acknowledged as part of such donor's contribution to the RRC-EA.
- F. Temporary advisers and other non-staff members providing services under this Hosting Agreement may be selected by the Executive Director.
- G. The Host Country and the Steering Committee will develop criteria and a mechanism for performance review of the Executive Director to be carried out at specified time intervals at least annually, in accordance with good human resources practices. This mechanism will be clearly stated in the offer of appointment.
- H. In the case of misconduct or other serious problems with the Executive Director's performance, his/her appointment may be terminated by the Steering Committee in consultation with all Members and the Host Country. The conditions for such termination will be contained in the offer of appointment.

Paragraph 7. Financial Matters

- A. The Host Country will ensure that the RRC-EA has a separate bank account or accounts, as appropriate, for the purposes of receiving and disbursing funds.
- B. The RRC-EA can raise and receive contributions and other funds from domestic or international organizations, and these funds will be used only for the purpose and functions of the RRC-EA.
- C. Contributions and other funds received by the RRC-EA will be maintained and recorded in this separate account or accounts as appropriate for the operation of the RRC-EA and the benefit of the Ramsar Parties which the RRC-EA supports.
- D. Grants from the RRC-EA account/s and payments made by the RRC-EA may be made in any currency. The accounting unit is the Korean Won (KRW). The equivalent in Korean Won of other currencies is established on the basis of international monetary fund rate of exchange, at the time of the transaction.
- E. Any interest accruing on the RRC-EA account/s will be used for the benefit of the Ramsar Parties which the RRC-EA supports.
- F. The costs of operating the RRC-EA will be paid using the funds in the RRC-EA account/s in accordance with the annual work plan approved by the Steering Committee. Financial statements of income and expenditure which should detail the use of funds by funding sources, according to the relevant accounting laws of the Host Country and with the help of certified public accountant, will be provided to the Steering Committee, the Host Country and the Host City on an annual basis.

- G. The RRC-EA will be subject to internal audit and external audit inspection. Audit reports will be addressed to the Chair of the Steering Committee and made available to the Steering Committee meetings.

Paragraph 8. Communications, Website and Logo

- A. The RRC-EA will have a logo to identify the RRC-EA to all audiences. Host Country branding on the official RRC-EA correspondence may be used where appropriate. Donor branding on the official RRC-EA correspondence may be used where the donor is the sponsor of an activity of program. In such circumstances, a phrase such as “The RRC-EA acknowledges the sponsorship of [insert donors name and emblem]” will be used.
- B. The RRC-EA will maintain an active and regularly updated website. An email address for the RRC-EA will be established and supported by the Host Country.
- C. The RRC-EA will communicate regularly to the Steering Committee and the Ramsar Parties which the RRC-EA supports on issues relating to the implementation of the work plan as approved by the Steering Committee (including but not limited to publication, meetings, and circulation of documents and advocacy products, web or news materials).

Paragraph 9. Limitation of Liability

- A. The Ramsar Secretariat does not accept any liability for claims for compensation in respect of accident, illness, injury to person or property, arising out of or related to the MOU, except where such injury was a result of the gross negligence or willful misconduct of Ramsar Secretariat and/or its Staff.
- B. The RRC-EA and the Host Country shall be responsible for claims or damages resulting from the performance of this MOU, brought against Ramsar Secretariat by any actor, in any jurisdiction. The signatories agree to waive any claims against Ramsar Secretariat to recover any damages duly applied to the RRC-EA or the Host Country from a court of proper jurisdiction, except in the case of gross negligence or willful misconduct of Ramsar Secretariat and/or its Staff.

Paragraph 10. Final Provisions

- A. Any notice or request required or permitted to be given under this Hosting Agreement will be in writing.
- B. Any differences of opinion between the RRC-EA and the Ramsar Parties which the RRC-EA supports arising out of, or relating to this Hosting Agreement will be resolved through good faith negotiation in consultation with the Chair of the Steering Committee.
- C. RRC-EA and the Host Country represents and warrants to the Ramsar Secretariat that all work and/or deliverables related to this MOU shall be performed by in a professional manner, in accordance with the highest industry standards.
- D. The Hosting Agreement will come into, and remain in, effect for five (5) years from (Date). The Hosting Agreement will be automatically renewed for a further period of 5 years

unless it is terminated by the Chair, the Host Country, and the Host City in consultation with the Steering Committee by giving six months prior notice in writing that the Hosting Agreement will not be automatically renewed. The automatic renewal of the Hosting Agreement for periods of 5 years can be varied by a mutual decision in writing between the Host Country and the Steering Committee.

- E. Upon termination of this Hosting Agreement, any remaining commitments of the RRC-EA in relation to the need to terminate the RRC-EA staff and otherwise close down the operation of the RRC-EA will be fully satisfied by the Host Country in consultation with the Steering Committee.
- F. In the event of termination or expiration of this Hosting Agreement, the commitments assumed by the Members will survive such termination or expiration to the extent necessary to permit the orderly conclusion of activities, the termination or withdrawal of personnel, the return of uncommitted funds and property, the settlement of accounts and the settlement of contractual liabilities that are required in respect of any personnel, subcontractors, consultants and suppliers.
- G. After all obligations incurred by the RRC-EA prior to termination or expiration of this Hosting Agreement have been fully liquidated, the Steering Committee will direct the application of any remaining funds, other than those provided by the Host City, to the purposes of the RRC-EA.
- H. This Hosting Agreement may be amended in writing by mutual arrangement between the Host Country and the Steering Committee. Any amending document will expressly state that it is an amendment to this Hosting Agreement.
- I. This Hosting Agreement includes Annexes as an integral part. Annex I details the financial contribution proposed by the Host Country and Host City and the Annex II includes all of the Terms of References of the RRC-EA.

Paragraph 11. Other Matters

- A. The Steering Committee of the RRC-EA in effect upon entry into force of this MOU is to be considered the Steering Committee of the RRC-EA established according to this MOU. The works of the existing Steering Committee of the RRC-EA retain validity under the Steering Committee of the RRC-EA established according to this MOU.
- B. Those provisions previously related to the RRC-EA, the Chair of the Steering Committee of the RRC-EA and the Steering Committee of the RRC-EA and in effect at the time of the entry into force of this MOU are to be regarded as the provisions related to the RRC-EA established according to this MOU. If any differences arising from the interpretation of these provisions occurs, the purpose and provisions hereof prevail.

This MOU takes effect from the date specified in paragraph 9 (C) and is signed, in three originals, by the Secretary General of the Ramsar Convention, the Minister of the Ministry of Environment of the Republic of Korea and the () of the Republic of Korea.

For the Ramsar Convention

By.....

Christopher Briggs, the Secretary General of the Ramsar Convention

Date:

For the Ministry of Environment

By.....

Yoon, Sungkyu, the Minister of the Ministry of Environment, Republic of Korea

Date:

For the ()

By.....

(), Republic of Korea

Date:

ANNEX I

Summary of Financial Contributions proposed by the Host Country and the Host City

- A. The financial contribution will be made by both the Host Country and the Host City on a fifty-fifty basis.
- B. The RRC-EA Office will be established in the (), Republic of Korea.
- C. The Host Country and Host City will ensure that the RRC-EA Office adequately meets the requirements to support a fully functioning office, including providing office equipment, communication tools and one vehicle.
- D. The Host Country and Host City will ensure that a suitable residence of not less than 100m² will be provided and maintained in good repair near the RRC-EA Office for the Executive Director, noting that the Executive Director will be responsible for utility bills in relation to that residence.
- E. Other Financial Contributions
 - Personnel Employment
 - i. 310 million KRW in support every year for personnel expenses
 - Support for the Operations of the RRC-EA
 - i. 180 million KRW each year to support the operation costs of the RRC-EA
 - ii. The operation costs will include the expenses for holding the Steering Committee meetings.
 - iii. All costs (estimated to be about 250 million KRW, including the rent and initial setup cost) for the provision of an office will be fully provided by the Host Country and Host City.
 - Support for the activities of the RRC-EA
 - i. 340 million KRW is provided annually to support the activities of the RRC-EA
 - ii. Projects eligible to receive subsidies are following:
 - i) Model Conference of the Parties to the Ramsar Convention
 - ii) Training Workshop for Wetlands Manager (English)
 - iii) Training Workshop for Wetlands Manager (Native Language)
 - iv) Changwon Declaration Network
 - v) 4 Projects to support Wetlands Conservation
 - vi) Projects on the current wetland issues
 - iii. This amount will be provided to the RRC-EA at the beginning of each year (i.e. by 30 January) to facilitate the planning and implementation of these projects.

The supporting budget of the Host Country and Host City (2016~2020) is summarized in the following table.

The total annual supporting budget will be 1080 million KRW for the first year and 830 million KRW for the subsequent years, respectively. The total annual budget including the first year can vary considering the items subject to price fluctuations as indicated below, and can increase reflecting changes made on the number and the scope of projects.
(unit: million KRW)

Description	2016	2017	2018	2019	2020
Personnel	310	310	310	310	310
Executive Director	123	123	123	123	123
Program Officer	64	64	64	64	64
Network Officer	53	53	53	53	53
Web Officer	35	35	35	35	35
Administration & Finance Officer	35	35	35	35	35
Operation	180	180	180	180	180
Maintenance and Office Operation (Including one vehicle rental)	50	50	50	50	50
Travel	30	30	30	30	30
Pension and Severance pay	30	30	30	30	30
Office Rental Fee	50	50	50	50	50
Overall management cost (various utility bills)	20	20	20	20	20
Project	340	340	340	340	340
Youth Model Ramsar Convention	30	30	30	30	30
Training Workshop (English)	70	70	70	70	70
Training Workshop (Native Language)	50	50	50	50	50
Changwon Declaration Network	80	80	80	80	80
4 Projects to support wetlands conservation	60	60	60	60	60
Projects on the current wetland issues - Development of new Draft Resolution - Development of Ramsar Guidelines - Development of Education Materials - Participation to Wetland Networks	50	50	50	50	50
Initial Setup Cost	250	250	250	250	250
Furniture (Desk, Chair, Bookshelf, etc.)	15	15	15	15	15
Partition and Internet/Phone line Construction	20	20	20	20	20
Equipment (Computer, Laptop, Fax, etc.)	15	15	15	15	15
Office Deposit*	100	100	100	100	100
Housing of the Executive Director	100	100	100	100	100
Total	1,080	830	830	830	830

* A deposit for the office will be put in Year 1 and renewed by their terms.

ANNEX II

✂ Annex II contains the Terms of Reference of the RRC-EA, provisions on the Chair of the Steering Committee and related to the Steering Committee of the RRC-EA. Such provisions were approved at the Steering Committee meeting in November 2014. Any matters not explicitly stated in the MOU will be subject to the following provisions contained hereafter, but the MOU will prevail over the Annex II. Once the Steering Committee of the RRC-EA reviews and approves, if amended, these provisions, the related provisions in the MOU will also be amended.

Terms of References of the RRC-EA, the Steering Committee and the Chair of the Steering Committee

1. Terms of Reference for the Ramsar Regional Center – East Asia

Overall Goal

The Ramsar Regional Center – East Asia (hereinafter referred to as the “Center”) will enhance the implementation of the Ramsar Convention primarily in East but also the Southeast Asia region through training, funding, networking and public awareness programs.

Objectives

The Center works to support the Contracting Parties in the region to implement the Ramsar Convention effectively. The objectives of the RRC-EA are to

- Build capacity of wetland stakeholders;
- Increase participation to the Conservation and wise use of wetlands and public awareness on wetlands;
- Enhance cooperation and networking activities among wetland stakeholders in order to improve information and experience sharing;
- Support wetland conservation activities technically and financially

Activities

In fulfilling the objective, the Center will

- Coordinate and organize courses, seminars, workshops, conferences, meetings at national and regional levels to build capacity of wetland stakeholders;
- Establish and support networks of wetland managers, wetland visitor centers and so on to promote cooperation and improve information and experience sharing;
- Enter into agreements for cooperation with governments, international organizations, NGOs, universities, research institutions and wetland visitor centers, to create synergies in implementing the Ramsar Convention;
- Publish and disseminate translated and simplified version of important information and materials for better understanding of wetland stakeholders in the region through printed and electronic means;
- Support wetland conservation activities financially through the RRC-EA Wetland Fund program.

Governance

The Steering Committee of the Center will provide guidance to the operation of the Center in accordance with its Terms of Reference.

Administration

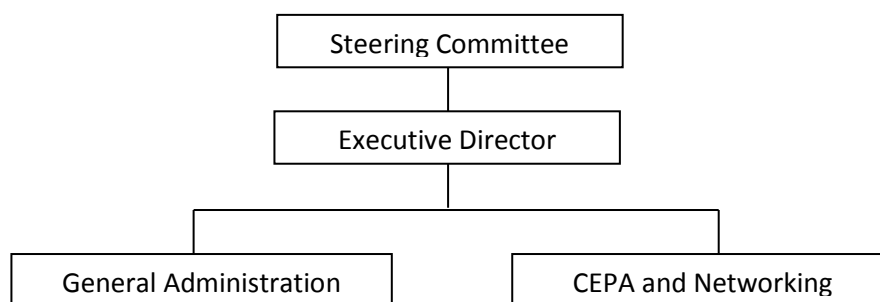
The Center will be made up of the administrative bodies;

Steering Committee

Executive Director

Management Team (General Administration and CEPA and Networking)

The administrative bodies of the Center will be formed by the Executive Director and will be composed of appropriately qualified and skilled officers.



Function of the Executive Director

The Executive Director will be appointed by the Steering Committee and will report directly to the Chair of the Steering Committee. The Executive Director will act as the legal representative of the Center to carry out following functions:

- Be responsible for the smooth day-to-day operation of the Center, including the implementation of the hosting agreement between the Center and the host government;
- Preparation and submission for consideration by the Steering Committee of the annual work plan of the Center with the corresponding budget;
- Ensure that detailed reports of the operation of the work of the Center are provided to the Steering Committee for comments every 6-month (usually June and December);
- Representation of the Center in activities as required and in any required legal capacity;
- Planning, management, organization, monitoring and evaluation of all the activities of the Center and its staffs;
- Adoption of the mechanism required to inform the general public and the national, regional and international communities about the activities carried out;
- Administration of the budget of the Center;
- Cooperation with Ramsar Secretariat on technical activities;
- Preparation and submission of an annual report to the Ramsar Standing Committee via the Ramsar Secretariat no later than the 1st December;
- Informing the Administrative Authorities of relevant Parties of the Ramsar Convention in the region about programs and activities carried out by the Center every year or at the

request of the Administrative Authorities;

- Work with the Steering Committee to raise funds for the operation and activities of the Center;
- Other functions as determined by the Steering Committee.

Financial Arrangements

- Annual budget will be allocated to meet the expenditures of the Center. The Steering Committee will make decisions on the budget allocation through its annual meeting.
 - * The budget is to be allocated through the acquisition of monies from national and local government of the Republic of Korea based on the hosting agreement.
- The Center has been operated by the generous financial support from the Ministry of Environment and Gyeongnam Province (R.O. Korea) since its inception in 2009. Due to this support, the Center could successfully conduct its activities. It is now important to find additional funding to continue to support the wide range of its work. As a result, the members of the Center who benefit from the activities of the Center are requested to
- Provide an annual contribution (in cash or in-kind) to the operation and activities of the Center according to their circumstances.
- The Center will have its own bank account and will seek and receive grants, donations, bequests and legacies made by interested persons or legal entities, national or foreign, public or private sectors and NGOs.

Contribution of the Hosting Country (Republic of Korea)

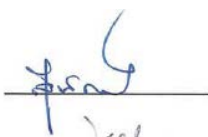
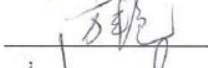
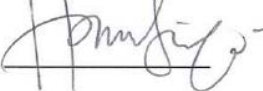

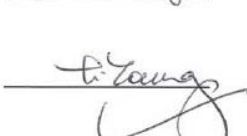
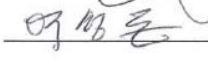
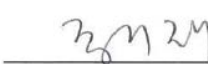
The Host Country (Ministry of Environment, Republic of Korea and Gyeongsangnam-do province) shall commit itself to contribution as much as possible to the budget of the Center.

Contribution of the Ramsar Secretariat

The Secretariat of the Ramsar Convention will provide logistical support the work of the Center as it is authorized to do so.

Revision of the ToR

Any variances in the ToR will have to be approved by the majority of the Steering Committee members at their annual meetings.

- Dr. Srey Sunleang	
- Ms. Fang Yan	
- Mr. Hans Nico Sinaga	
- Ms. Kaori Tsujita	
- Dr. Lew Young	
- Mr. Sung-Don Park	
- Dr. Gea Jae Joo	

2. Terms of Reference for the Chair of the Steering Committee of the Ramsar Regional Center – East Asia

Selection of the Chair:

The position of Chair will be open to an individual from any member country of the Ramsar Regional Center – East Asia (hereinafter referred to as “The Center”).

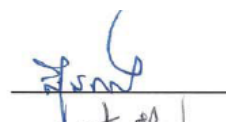
The decision of the Steering Committee (hereinafter referred to as “the Committee”) on the selection of the Chair of the Steering Committee of the Center will be made by a majority vote among the members of the Committee.

The position of the Chair is of three years duration to tie in with the duration between the Conference of Parties to the Ramsar Convention, and will upon completion of his/her tenure, hand over all information to the incoming Chair. As far as possible, the selection of the Chair will be on a rotation basis from the countries who are member of the Steering Committee.

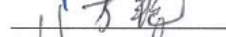
Duties and Responsibilities:

1. The Chair will be responsible for overseeing the ongoing function of the Center.
2. The Chair will have the responsibilities of
 - a. Convening and chairing the annual meeting of the Committee
 - b. Coordinating and monitoring the activities of the Committee
 - c. Approving the agenda of the annual meeting of the Committee
 - d. Approving the minutes of the meeting for distribution to the members of the Committee
 - e. It is expected that the Chair will be available to attend all meetings of the Committee but if for an unforeseen reason the Chair is not able to attend, then the Chair will appoint a member of the Committee to lead the annual meeting of the Committee
 - f. Supervising policy on related matters concerning the human resources of the Center in consultation with the Committee
 - g. Overseeing and conducting an annual review of the operation of the Center and the performance of the Executive Director.

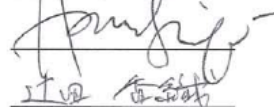
- Dr. Srey Sunleang



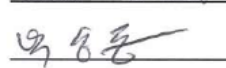
- Ms. Fang Yan



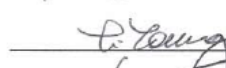
- Mr. Hans Nico Sinaga



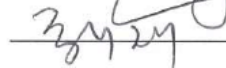
- Ms. Kaori Tsujita



- Mr. Sung-Don Park



- Dr. Lew Young



- Dr. Gea Jae Joo



3. Terms of Reference for the Steering Committee of the Ramsar Regional Center – East Asia

Purpose:

For good governance of the Ramsar Regional Center – East Asia (hereinafter referred to as “the Center”), the RRC-EA Steering Committee (hereinafter referred to as “the Committee”) is established to provide oversight of operations of the Center. The Committee will serve in an advisory capacity through the chair of the Committee. The Committee’s role and structure allow for transparency in management of the Center.

Name of the Committee:

The committee shall be known as the Steering Committee of the Ramsar Regional Center – East Asia.

Structure of the Committee:

The committee, formed of the following members, will administer the Center.

- Republic of Korea as a Host Country
(Ramsar National Focal Point or their duly selected substitute)
- China as a Representative of East Asia
(Ramsar National Focal Point or their duly selected substitute)
- Japan as a Representative of East Asia
(Ramsar National Focal Point or their duly selected substitute)
- Mongolia as a Representative of East Asia
(Ramsar National Focal Point or their duly selected substitute)
- Ramsar Convention Secretariat (Senior Regional Advisor for Asia and Oceania)
- Representatives from two Ramsar Contracting Parties in Southeast Asia
(to be alternated every three years to coincide with the COP)
- Host City Government
- Executive Director of the RRC-EA (The position will be held by the honorary director until the appointment of its full-time Executive Director)

Additional members with activities in the regional will be appointed by the Steering Committee as needed. Observers will be admitted to meetings of the Committee by agreement of the Committee members.

Role of the Committee:

The following roles of the Steering Committee shall apply from the date of adoption of this document by the Steering Committee Meeting.

1. To provide support to the Chair of the Committee in supervising and providing guidance to the Executive Director of the Center. This role should include but not be limited to:
 - Recruitment, appointment of the Executive Director of the Center (The process for the recruitment and appointment of the Executive Director of the Center is annexed to this ToR.)
 - Review of performance of duties by the Executive Director
 - Re-appointment and/or termination of the contract of the Executive Director
 - Advice on other important matters pertaining to the Executive Director
2. To attend the annual meeting of the Steering Committee and:
 - To review and endorse the Center’s organizational structure and staffing plan, and

- annual work plan and budget, developed by the Executive Director
 - To review and approve the annual budget and financial operation of the Center provided by the Executive Director
 - To review the annual reports and performance of the Center provided by the Executive Director
3. To review and approve applications for the RRC-EA's Wetland Fund
 4. To review and approve the hosting arrangement between the Center and the Host Government at no more than six year intervals
 5. To provide advice to the Executive Director on any other important matters relevant to the operation of the Center, as representatives of the Ramsar Contracting Parties in East and Southeast Asia

Operation of the Committee:

1. The Committee will communicate and make decisions at face-to-face meetings and by emails.
2. The Committee will meet annually in the fourth quarter of each year. The date of the meeting will be announced 3-6 month in advance and the meeting document will be distributed at least three weeks in advance.
3. Decisions in the annual meetings of the Committee normally will be made by consensus. If a vote is required, the simple majority will prevail and if the vote is tied, the Chair will have a casting vote.
4. In situation where the Executive Director requires advice from the Committee in response to a circulated email, then the majority opinion will be accepted by the Executive Director. If the number of opposing opinions is tied, the Executive Director will have a casting vote.
5. The minimum period of notification by the Chair or Executive Director to the Committee members on a matter to be decided by circulated email will be 14 consecutive calendar days.
6. The minimum number of respondents on a matter to be decided by circulated email will be at least half of the members. Ideally this should include the Chair but where the Chair has not provided an opinion, the Chair will be re-notified and given an additional 48 hours to reply.

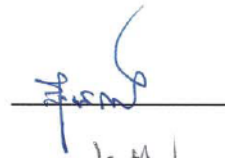
Review of these Terms of Reference:

These Terms of References should be reviewed by the members of the Steering Committee at least once every three years. Any changes must be approved by the Steering Committee.

Annex 1. Recruitment and appointment of the Executive Director of the Ramsar Regional Center – East Asia

1. The recruitment and selection process for the Executive Director of the Center will be managed by the Chair of the Steering Committee of the Center in coordination with the Steering Committee following procedure as below
 - a. The Chair will form a five (5) person committee made up by the Chair, three (3) members from and approved by the Steering Committee, and the representative from the Ramsar Convention Secretariat.
 - b. The selection panel will work with the Steering Committee to finalize the job description and recruitment profile.
 - c. The Executive Director will be recruited by open announcement made as widely as possible.
 - d. The selection panel will short-list and interview the candidates and will submit its recommended candidate to the Steering Committee for consideration and final approval.
 - e. The Executive Director will be appointed in accordance with the laws of the Republic of Korea.

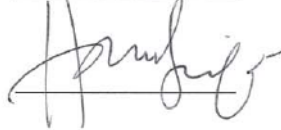
- Dr. Srey Sunleang



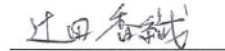
- Ms. Fang Yan



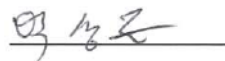
- Mr. Hans Nico Sinaga



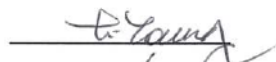
- Ms. Kaori Tsujita



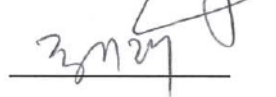
- Mr. Sung-Don Park



- Dr. Lew Young



- Dr. Gea Jae Joo



Annex 6

Draft Terms of Reference for collaboration between Ramsar Convention on Wetlands and Shell

Wetland Restoration for Carbon Capture & Storage



Managrove plantation at the Livelihoods Fund's Sunderban restoration project. Photo Credit: Livelihoods Fund.

Duration: January –December 2016

Description: Partnership between Shell and the Ramsar Convention on Wetlands to explore and develop the business case, co-benefits, and opportunities of using wetland restoration for carbon capture and storage.

Summary: A partnership between Shell and the Ramsar Convention on Wetlands focused on wetland restoration for carbon capture & storage has the potential to surpass the effectiveness of existing carbon offset programs by:

- Capitalizing on carbon rich wetland ecosystems that are critically important for clean water and people’s livelihoods.
- Building on Ramsar’s extensive network of partners, including International Organization Partners with extensive restoration experience and the 169 Countries that are signatures to the convention.
- Leveraging the vast network of Ramsar Wetlands of International Importance, an opportunity for restoration of existing protected areas that could provide long term surety for carbon investment.

Context:

As a company based on oil, natural gas and petroleum products, Shell’s future is tied to carbon emissions. The International Panel on Climate Change (IPCC) has identified a carbon budget that estimates the amount of carbon dioxide the world can emit while still limiting global temperature rise to 2°C. This budget indicates that we have already burned and released 52% of the 1 trillion tonnes of carbon budget (1,000 PgC), and to stay within this budget, carbon emissions will need to peak in 2020 with a drastic reduction thereafter (IPCC, 2013). With the increasing commitments from countries to curb carbon emissions there is an increasing need to decouple energy production and carbon emissions.

Signed in Ramsar, Iran (1971), the Convention on Wetlands is an intergovernmental treaty which brings together 169 National Governments with a shared commitment to the wise use of all freshwater, brackish, inland saltwater, and coastal ecosystems, otherwise known as ‘wetlands’. As part of their commitment, 2,187 Ramsar ‘Sites’ have been designated, one of the largest global networks of protected areas and covering a surface area about the size of Mexico. Wetlands are one of the most degraded land types, with 64-71% of the world’s wetlands having been lost since 1900 (Davidson, 2014). As a result, there is increasing demand for the services that wetlands provide (Suding, 2011), including water services and natural carbon capture and storage. The Ramsar Convention’s work to restore wetlands provides an opportunity for Shell.

Engineered carbon capture and storage (CCS) technologies have potential to buffer carbon emissions from some large fossil fuel power plants and other point sources, though complications and uncertainty surrounds the application of this technology. Some have questioned the uncertainty of long term underground storage, concerned about costs and complications associated with transporting the carbon to appropriate storage sites, long term maintenance and monitoring of storage sites, and potential leakage over time or as a result of earthquakes and geological activity (Fountain, 2015). Further, engineered CCS requires more energy, and therefore costs more and results in increased resource extraction (IPCC, 2005). It remains uncertain if or when CCS technology will become economically viable at a large scale.

The restoration of wetlands has the potential to naturally capture and store carbon, complementing the potential demonstrated by engineered CCS. Wetlands have some of the highest carbon sequestration rates because wetland plants, like mangrove trees, are fast growing and productive. Coastal marshes and mangroves capture an average between 6 and 8 tonnes of CO₂ per hectare per year (Murray, *et al.* 2010), which is 2-4 times greater than observed in mature tropical forests. Wetlands also have the ability to store greater quantities of carbon because they store dead wood and plant matter in the soil and the water logged conditions

prevents decomposition and release of CO₂. Peatlands, for example, cover 3% of the global land area, but contain approximately 30% of all the carbon on land, equivalent to 75% of all atmospheric carbon and twice the carbon stock in the global forest biomass (Parish et al. 2008). Poorly managed or degraded peatlands release large emissions of carbon, but well-managed and restored peatlands are highly effective carbon sinks. For example, replacing palm oil and acacia plantations in South-east Asia with more environmentally sensitive wetland based cultivation could cut 500 megatons of CO₂ emissions, the equivalent of 1-2% of annual global emissions (Nelson, 2015).

Further, wetlands are critical to the water cycle and are among the world's most productive environments, providing biological diversity and delivering water and products that countless species and people depend on. Headwater wetlands provide the first filtration and flow buffering after water falls from the sky, while lower down floodplains are critically important in providing flooding. Wetlands are indispensable for the "ecosystem services" that they offer, including drinking water supply, cleaning up polluted water, food and building materials, flood control, and disaster risk reduction (TEEB, 2013 ; WWAP 2015).



The restoration of wetlands therefore provides opportunity to buffer carbon emissions, increase people's livelihoods, increase jobs and improve the environment, a high impact opportunity for both public and private sector. Wetland restoration for CCS has the potential to be more economic compared to engineered CCS technology, and in addition it strengthens a company's social license to operate. Some encouraging steps to take advantage of this opportunity are emerging. For example, the Livelihoods Fund is an investment fund created by several large multinationals in partnership with the Ramsar Convention and IUCN to offset their carbon emissions. The fund has already invested over \$50

million in wetland restoration, re-forestation, and rural energy projects that also benefit the livelihoods of people. The projects are large enough to get excellent returns on investment for carbon capture; their Senegal project has already replanted over 10,000 hectares of coastal mangrove wetlands in the largest mangrove restoration project in the world. Their projects are expected to generate carbon credits equivalent to 8 million tons of CO₂ over the next 20 years (Livelihoods, 2015).

A strong basis for building partnerships that focus on restoring wetlands – through providing the appropriate financial, scientific and technical support – already exists within the Ramsar Convention. Wetland restoration has long been a key part of the Ramsar Convention's scope, and wetland restoration is integrated into Ramsar's Mission and 4th Strategic plan:

Mission: 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.

To achieve this Mission it is essential that vital ecosystem functions and the ecosystem services they provide to people and nature are fully recognized, maintained, restored and wisely used.

Vision for the 4th Strategic Plan: Wetlands are conserved, wisely used, restored and their benefits are recognized and valued by all.

4th Strategic Plan Goal 3, Wisely Using All Wetlands, Target 12: Restoration is in progress in degraded wetlands, with priority to wetlands that are relevant for biodiversity conservation, disaster risk reduction, livelihoods and/or climate change mitigation and adaptation.



Ramsar has reaffirmed the role that wetlands play in climate change mitigation and adaptation in Resolution XII.13-Wetlands and disaster risk reduction, Resolution XII.11-Peatlands, climate change and wise use, and Resolution-X.24 on Climate change and wetlands. Further, restoration of wetlands can build towards global policy and actions, such as the Bonn Challenge, UN Convention on Biological Diversity's Aichi Biodiversity Targets, UN Convention to Combat Desertification's Land Degradation Neutrality, and the United Nation's recently adopted 2030 Agenda for Sustainable Development.

The Ramsar International Organization Partners, IWMI, Birdlife International, WWF, Wetlands International, and IUCN, have considerable on-the-ground experience running restoration projects, and some of these organizations have existing relationships with Shells. Engaging with the Ramsar convention provides opportunities to expand the application of these partnerships, while at the same time connecting with the 169 Countries that are signatures of convention and leveraging other components of the expansive Ramsar network. Further, Ramsar's vast network of Ramsar Wetlands of International Importance provide an opportunity to focus restoration on existing protected areas, which have an international management structure and profile that can help ensure their long term protection and therefore provide surety for carbon investment.

Ramsar has made partnerships with the private sector a strategic goal through their 4th Strategic plan's Target 3: "the public and private sectors have increased their efforts to apply guidelines and good practices for the wise use of wetlands." Further, Ramsar's has set "Principles for partnerships between the Ramsar Convention and the business sector" in Resolution X.12, which establishes the guidelines and criteria for Ramsar-business sector partnerships and highlights the role that the business sector plays in improving the management of water resources and reducing the risk of unsustainable environmental management. With these principles taken into consideration, the Ramsar Executive Committee could review a formal partnership proposal between Shell and Ramsar to explore the economics, co-benefits for the environment and people's livelihoods, and opportunities of using wetland restoration for carbon capture and storage.

Objectives:

- Evaluate the economics and business value of wetland restoration for carbon capture and storage. This includes:
 - Cost and carbon return of wetland restoration CCS as compared to engineered CCS.
 - Biodiversity and ecosystem service benefits of wetland restoration.
 - Livelihood improvement benefits of wetland restoration.
- Engage with the structures, processes, and partners of Ramsar Convention to explore the potential for scaling up wetland restoration through public and private investment in restoration of designated Ramsar sites as a method to guarantee long term conservation.
- Proposal for an expanded Public –Private Sector Partnership that would bring wetland restoration for CCS to a global scale ("*Phase 2*").

Key Deliverables:

- **A written report on the economics and business value of wetland restoration for carbon capture and storage.**
 - A written report with an executive summary will present the business case for wetland restoration CCS.
 - A qualified consultant will draft the report with the final text and layout being produced in cooperation with the Ramsar Secretariat. Terms of Reference for this consultancy will be developed in cooperation with Shell. Ramsar would consider organizations such as the Grantham Institute or Forest Trend's Ecosystem Marketplace a qualified candidate.
 - Expert peer review will be encouraged.

- The report shall:
 - Review restoration case studies and scientific literature to determine the range of costs of wetland restoration and wetland carbon sequestration rates. This review should guide on how to identify low cost/high impact opportunities.
 - The restoration costs and carbon sequestration rates are to be compared with engineered CCS. The review should include an independent analysis of engineered CCS, with content on CCS costs and effectiveness provided by Shell from its own analysis. Review should consider changes in costs and benefits over time.
 - Review known biodiversity and ecosystem service benefits of wetland restoration including water purification and regulation, storm and flood buffering, wildlife habitat, drought prevention, ground water recharge, etc. Where appropriate, use case studies and review economic valuation studies for these ecosystem services.
 - Review livelihood benefits of wetland restoration, including food security, water quality and regulation, job creation, disaster risk reduction, recreation and tourism, etc. Where appropriate, use case studies and review available economic valuation studies of these services.
 - Include considerations of the below workshops and mapping exercises.

- **Workshops and direct engagement with the structures, processes, and partners of Ramsar Convention to examine the potential for scaling up wetlands restoration.**
 - A mapping workshop in cooperation with Ramsar partners (including International Organization Partners, Japan Aerospace Exploration Agency, Mangrove Watch, etc.) to determine the land available for restoration.
 - A financing workshop can be held to evaluate the options to scale up investment across sectors.
 - Ramsar International Organization Partners will be surveyed for their ability/willingness to implement wetland restoration CCS projects and to identify potential restoration sites.
 - The possible opportunities from removing sites from the Montreux Record (threatened Ramsar Wetlands of International Importance) and Resolution of Article 3.2 cases will also be reviewed for wetland restoration CCS potential. Options for soliciting information from Contracting Parties to the Ramsar Convention regarding wetland restoration CCS potential of other Ramsar sites will be evaluated.
 - Possible structures to ensure long term protection of restoration sites via the Ramsar Convention will be evaluated.
 - The possibility of using the Ramsar Small Grants Fund to facilitate wetland restoration CCS will be evaluated.

- **Proposal for an expanded Public –Private Sector Partnership that would bring wetland restoration for CCS to a global scale (“Phase 2”).**
 - A detailed proposal on how to move forward with scaling wetland restoration for CCS will be compiled based on the above actions. The

proposal will clearly outline the scope and size of restoration potential, economics, carbon sequestration capability, environmental benefits, social considerations, as well as the steps needed to achieve restoration, such as budget, site location & size, commitments from the public and private sector, etc.

- The comprehensive proposal will be delivered in a format that is agreeable to both Ramsar and Shell, and it could include a joint workshop/presentation to decision makers of Shell & Ramsar.

Estimated Budget and Timeline:

Action	Budget (USD)	2016											
		D	J	F	M	A	M	J	J	A	S	O	N
Evaluate the economics and business value of wetland restoration for carbon capture and storage.	--												
Consultant to draft report on economics and business value of Wetland Restoration.	25,000												
Expert engagement and peer review.	3,000												
Dissemination of Report.	5,000												
Engagement with the structures, processes, and partners of Ramsar Convention to examine the potential for scaling up wetlands restoration.	--												
Mapping Workshop	20,000												
Finance Workshop	7,000												
Engagement of Ramsar International Organization Partners.	500												
Review of restoration potential on existing Ramsar sites.	2,000												
Review of long term protection options.	500												
Review of Ramsar Small Grants Fund.	500												
Phase 2 proposal.	4,000												
Administrative Costs (10%)	7,500												
Total	75,000												

Literature Cited:

Davidson, Nick C. 2014. *How much wetland has the world lost? Long-term and recent trends in global wetland area.* Marine and Freshwater Research. 65(10) p.934-941.

Fountain, H. 2015. *Turning Carbon dioxide into Rock, and Burying It.* New York Times Science. http://www.nytimes.com/2015/02/10/science/burying-a-mountain-of-co2.html?_r=0

IPCC (Intergovernmental Panel on Climate Change). 2013. Fifth Assessment Report. <http://www.ipcc.ch/report/ar5/wg1/>.

IPCC, 2005. *Special report on Carbon Dioxide Capture and Storage.* Prepared by working group III of the Intergovernmental Panel on Climate Change. Metz, B., O. Davidson, H. C. de Coninck, M. Loos, and L.A. Meyer (eds.). Cambridge University Press, Cambridge, United Kingdom and New York, NY, USA, 442 pp.

Livelihoods. 2015. <http://www.livelihoods.eu/>

Murray, B.C., Jenkins W.A., Sifleet, S., Pendleton, L., Baldera, A. 2010. *Payment for Blue Carbon. Potential for protecting threatened coastal habitats.* NI PB 10-05. <https://nicholasinstitute.duke.edu/sites/default/files/publications/blue-carbon-paper.pdf>

Nelson, Aurthur. 2015. *Swamp Power: how the world’s wetland can help stop climate change.* The Guardian. <http://www.theguardian.com/environment/2015/jul/20/swamp-power-how-the-worlds-wetlands-can-help-stop-climate-change>.

- Suding, Katharine N. 2011. *Toward an Era of Restoration: Successes, Failures, and Opportunities Ahead*. *Annu. Rev. Ecol. Evol. Syst.* 42:465–87.
- TEEB. 2013. *The Economics of Ecosystem and Biodiversity for Water and Wetlands*. Institute for European Environmental Policy (IEEP) & Ramsar Secretariat.
http://www.ramsar.org/sites/default/files/documents/library/teeb_waterwetlands_report_2013.pdf
- WWAP (United Nations World Water Assessment Programme). 2015. *The United Nations World Water Development Report 2015: Water for a Sustainable World*. Paris, UNESCO.
