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## **MEMORANDUM OF UNDERSTANDING**

**This Memorandum of Understanding (hereinafter referred to as the Memorandum) is concluded between:**

The United Nations Environment Programme (UNEP)  
Great Apes Survival Project (GRASP)  
Division of Environmental Policy Implementation  
Tel: +254 20 72 4163  
Fax: +254 20 72 4249  
Nairobi, KENYA  
Email: [Melanie.Virtue@unep.org](mailto:Melanie.Virtue@unep.org)

**And**

Convention on Wetlands (Ramsar)  
Rue Mauverney 28  
CH-1196 GLAND  
Switzerland  
Tel: +412 2999 0180  
Fax: +412 2999 0169  
Email: [tiega@ramsar.org](mailto:tiega@ramsar.org)

**Awareness raising documentary film on a wetland of international importance  
hosting great apes**

**August 2007**

### **I. BACKGROUND**

1. The Great Apes Survival Project (GRASP) was established in May 2001 under the auspices of UNEP and UNESCO and registered as a World Summit on Sustainable Development (WSSD) Type II Partnership in 2002, a multi-sectoral international initiative. The GRASP Partnership is a dynamic alliance bringing together governmental and intergovernmental, UN institutional, non-governmental, scientific and academic institutions, local community and private sector interests.
2. The Convention on Wetlands (Ramsar, Iran, 1971) is an intergovernmental treaty which provides the framework for national action and international cooperation for the conservation and wise use of wetlands and their resources. There are presently 155 Contracting Parties to the Convention, with 1634 wetland sites, totaling 145.6 million hectares, designated for inclusion in the Ramsar List of Wetlands of International Importance. The List of Wetlands of International Importance contains a number of sites in great ape range states - 14 of these in Africa and one in Indonesia. Ramsar is a partner of GRASP.
3. Great apes, as an indicator species on the health and management of the habitat in which they live, and as a flagship species which engenders widespread enthusiasm, are crucial for the conservation of biodiversity.

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4. Ramsar and UNEP are contributing USD 15,000 each to the project. The funds will be used to produce a short and bilingual joint documentary film focusing on a Wetland of International Importance hosting great apes. Ramsar will be responsible for all the main tasks associated with this activity. The documentary will focus on stories/experiences from people living around the site. The film will be available in both English and French and copies and arrangements will be made available for distribution in the great apes range states.
5. The main objectives of the documentary are a) raising awareness among local people and national authorities, b) raising awareness in the international arena, and c) raising awareness of great apes among Ramsar's constituency. The film will show the example of a country which has been able to conciliate conservation and development concerns through participative management of a park which is both a great ape site and a Ramsar site.

## II. TASKS

6. Under this Memorandum, Ramsar will undertake the following activities:
  - 1) Produce a documentary film on a Wetland of International importance hosting great apes, namely Petit Loango, in the Republic of Gabon (Ramsar site no. 352). The film should be available in a 15-20 minute version and in a 5 minute version. Copyright of both film and footage will be shared between Ramsar and UNEP.
  - 2) Ensure that the film is available in two languages (English and French).
  - 3) Distribute the documentary to the great ape range states, Ramsar Contracting Parties, relevant television networks (e.g., BBC, CNN, Discovery Channel), local Gabonese audience (through schools, governments, NGOs).
  - 4) Provide UNEP with 250 DVD copies of the documentary in "Pal and NTSC" TV format.

*Tasks and activities to be undertaken in accordance with the following dates:*

- |  |                   |
|--|-------------------|
| 1) Production of documentary film            | -30 November 2007 |
| 2) Translation                               | -31 December 2007 |
| 3) Distribution of the documentary           | -30 June 2008     |
| 4) Sending the DVD copies of the documentary | -30 June 2008     |

## III. OUTPUTS

- 1) Bilingual documentary film on a Wetland of International Importance hosting great apes (Ramsar site no. 352).
- 2) 250 DVD copies of the documentary

## IV. FINANCIAL REPORT

7. Ramsar will maintain a separate accounting function for any disbursement pertaining to this Agreement and shall submit to UNEP on or before June 30, 2008 a detailed breakdown of expenditures incurred on activities funded by UNEP and duly certified by an authorised official of Ramsar. The expenditures will be reported by object of expenditure as per the attached budget of this Agreement. Any portion of cash advances remaining unspent or uncommitted by Ramsar on completion of the activities under this Agreement will be reimbursed to UNEP within one month of the presentation of the expenditure report. In the event of any delay of such reimbursement Ramsar will be financially responsible for any adverse movements in exchange rates.

8. Ramsar shall retain, for a period of three years, all supporting documents relating to financial transactions under this Agreement. If requested, Ramsar shall facilitate an audit by the United Nations Board of Auditors and/or the Audit Services of the accounts of the Agreement.

## V. MODALITIES OF PAYMENT

### 9. Budget details:

ITEM	USD
Personnel	7,340
Travel	4,990
Production of Documentary	2,670
<b>GRAND TOTAL</b>	<b>15,000</b>

10. UNEP shall provide a maximum of USD 15,000. The disbursement of the funds by UNEP to Ramsar will be as follows:

- i) USD 11,500 will be remitted to Ramsar upon signature of this Memorandum
- ii) USD 3,500 will be remitted to Ramsar upon receipt of final report demonstrating that all activities have been completed and acceptance by UNEP of a signed and certified statement of expenditure.

11. Payments will be made to the following bank account:

**Name of Beneficiary:** International Union for Conservation of Nature / Ramsar

**Name of Bank:** UBS SA

**Address of Bank:** Place St François 16  
1002 Lausanne  
Switzerland

**Account No. (USD):** 243-333.603.60R

**IBAN:** CH72 0024 3243 3336 0360 R

**SWIFTCODE:** UBSWCHZH 80A

## VI. INSTITUTIONAL FRAMEWORK

12. All correspondence regarding this Memorandum between UNEP and Ramsar should be addressed to:

**At UNEP:**

Mr. Ibrahim Thiaw

Director

Division of Environmental Policy Implementation

UNEP

P.O. Box 30552,

Nairobi

Kenya

Tel: +254 20 762 4782

Fax: +254 20 762 4249

Attention: Ms. Melanie Virtue

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Programme Officer  
Email: [melanie.virtue@unep.org](mailto:melanie.virtue@unep.org)

**At Ramsar:**

Mr. Anada TIEGA  
Secretary General  
The Convention on Wetlands (Ramsar, Iran, 1971)  
Ramsar Secretariat  
28 rue Mauverney, CH-1196 Gland  
Switzerland  
Tel. +41 22 999 0180  
Fax +41 22 999 0169  
Email: [tiega@ramsar.org](mailto:tiega@ramsar.org)

Attention: Mr. Abou Bamba  
Senior Advisor for Africa  
Email: [bamba@ramsar.org](mailto:bamba@ramsar.org)

13. All correspondence regarding administrative and financial matters should be addressed to:

**At UNEP:**

Mr. Ibrahim Thiaw  
Director  
Division of Environmental Policy Implementation  
UNEP  
P.O. Box 30552  
Nairobi, Kenya  
Tel: +254 20 762 4782  
Fax: +254 20 762 4249

Attention: Ms. Melanie Virtue  
Programme Officer  
Email: [melanie.virtue@unep.org](mailto:melanie.virtue@unep.org)

and copy to:

Mr. Theodor Kapiga  
Officer in Charge, Corporate Services Section  
United Nations Environment Programme (UNEP)  
P.O. Box 30552  
Nairobi, Kenya  
Tel: +254 20 762 3661  
Fax: +254 20 762 3718  
Email: [theodor.kapiga@unep.org](mailto:theodor.kapiga@unep.org)

With a copy to Mr. Anada TIEGA

Attention: Mr. Abou Bamba  
Senior Advisor for Africa  
Email: [bamba@ramsar.org](mailto:bamba@ramsar.org)

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## VII. OTHER TERMS AND CONDITIONS

14. Ramsar will keep UNEP informed of the progress of the development of the outputs and notify UNEP in case of any problems which may arise. This is a UNEP, GRASP and Ramsar activity and should be acknowledged as such. All rights pertaining to the documentary film will be shared by UNEP, GRASP and Ramsar on a non-exclusive basis. Neither party needs to inform the other of usage made of the film for broadcast or any other usage.
15. This Agreement shall be in effect from the date of signature to July 31, 2008.
16. This Agreement may be terminated by either party before the expiry date of the Agreement by giving notice in writing to the other party. The period of notice shall be 30 days.
17. In the event that Ramsar fails to accomplish the agreed activities, any balance of UNEP's financial assistance shall be refunded to UNEP, based on the actual expenditure incurred by Ramsar up to the time when the activities cease, and agreed between all parties.
18. Ramsar shall indemnify, hold and save harmless and defend at its own expense, UNEP, its officers, agents and employees from and against all suits, claims, demands and liability of any nature or kind including costs and expenses arising out of negligent misconduct of Ramsar or its employees in the performance of the terms of this Memorandum.
19. Ramsar shall be considered as having the legal status of an independent contractor. Agents or employees of the contractor shall not be considered in any respect as being officials or staff members of UNEP.
20. Ramsar shall neither seek nor accept instructions from any authority external to UNEP in connection with the performance of its services under this Memorandum, except as implicit in the Memorandum. Ramsar shall also refrain from any action that may adversely affect UNEP or the United Nations and shall fulfill its commitments with fullest regard for the interest of the United Nations.
21. Settlement of disputes:
  - a) Amicable Settlement:

The parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of this Memorandum of the breach, termination or invalidity thereof. 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 obtaining, or according to such other procedure as may be agreed between the parties.
  - b) Arbitration:

Any dispute, controversy, or claim between the Parties arising out of the Contract or the breach, termination, or invalidity thereof, unless settled amicably under article 23a, above, within sixty (60) days after receipt by one Party of the other Party's written request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. For all evidentiary questions, the arbitral tribunal shall be guided by the Supplementary Rules Governing the Presentation and Reception of Evidence in International Commercial Arbitration of the International Bar Association, 28 May 1983 edition. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any

confidential information provided under the Memorandum, order the termination of the Memorandum, or order that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the Memorandum, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 ("Interim Measures of Protection") and Article 32 ("Forum and Effect of the Award") of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Memorandum, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate ("LIBOR") then prevailing, and any such interest shall be simple interest only. The parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.

22. No change in or modification of this Memorandum shall be made except by prior written Memorandum between UNEP and Ramsar. Ramsar shall not assign, transfer, pledge, sub-contract or make other disposition of this Memorandum or any part thereof, or of any of Ramsar rights, claims or obligations under this Memorandum except with the prior written consent of UNEP
23. Nothing in or relating to this agreement shall be deemed a waiver of any of the privileges and immunities of the United Nations.

We hereby agree to the above terms:

**Signed on behalf of Ramsar:**

  
**Anada Tiéga**

**Secretary General**

**Ramsar Convention on Wetlands**

**Date:** 09-10-07

**Signed on behalf of UNEP:**

  
**Theodor Kapiga**

**Officer in Charge,**

**Corporate Services Section, UNEP**

**Date:** \_\_\_\_\_