



MEMORANDUM OF UNDERSTANDING

BETWEEN

THE SECRETARIAT OF THE CONVENTION ON WETLANDS OF INTERNATIONAL IMPORTANCE ESPECIALLY AS WATERFOWL HABITAT

AND

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT, INTERNATIONAL DEVELOPMENT ASSOCIATION

FOR

COOPERATION IN A PROGRAM OF SCIENTIFIC AND TECHNICAL EXCHANGE INCLUDING TECHNICAL EXPERTISE AND CAPACITY BUILDING RELATED TO WETLANDS AND CLIMATE CHANGE

The Secretariat of the Convention on Wetlands of International Importance Especially as Waterfowl Habitat ("Ramsar") and the International Bank for Reconstruction and Development ("IBRD") and the International Development Association ("IDA") (together, the "World Bank") (hereinafter referred to as the "Participants"):

Whereas the Participants recognize the importance of climate change projects implemented with financial assistance of the World Bank;

Whereas the Participants recognize that climate change may substantially affect the ecological character of wetlands and their sustainable use, and aware of the potentially important role of wetlands in adapting to and in mitigating climate change;

Whereas the Participants recognize that the importance of providing technical support to developing nations in their effort to cope with impacts of climate change;

NOW THEREFORE, the Participants hereby agree as follows:

I. Purpose of the Cooperation

The purpose of this Memorandum of Understanding ("MOU") is to establish a
framework of cooperation between Ramsar and the World Bank in exchange of
technical expertise and capacity building related to the development and
implementation of climate change projects in wetlands in the context of the World
Bank-financed climate change portfolio.

II. Scope of the Cooperation

- 2. The Participants intend to cooperate in fostering the conservation and the maintenance of the ecological character of wetlands of global importance through local and national actions and international cooperation, as a contribution towards reducing poverty and achieving sustainable development throughout the world.
- 3. The Participants agree that their cooperation will be in response to and guided by the requests received from member governments from the World Bank or the United Nations; the implementation of ecosystem approaches; adherence to the applicable operational policies of the World Bank including the environmental and social safeguard policies; and, through local and national teams whenever possible.
- 4. The Participants intend to cooperate for the benefit of the institutions involved in the development and implementation of climate change projects in wetlands in the World Bank's portfolio, for example in the Latin America region, the projects to be supported include:
 - a. Integrated National Adaptation Program ("INAP") in Colombia, cofinanced by the Global Environment Facility, with a focus on biomass density and land cover in high-mountain (*Páramos* and Glaciers) and coastal (wetlands and mangroves) ecosystems;
 - Adaptation to Climate Impacts in the Gulf of Mexico in Mexico, cofinanced by the Global Environmental Facility, with a focus on forest and coastal wetland ecosystems; and
 - c. Nariva Wetland Restoration and Carbon Sequestration in Trinidad and Tobago, co-financed by the Global Environment Facility, with a focus on services that the wetland provides as a carbon sink and a biodiverse ecosystem.
- 5. The Participants intend to cooperate in scientific and technical exchange for:

- The assessment, formulation, and development of climate change projects in wetlands;
- The development of tools and methodologies to assess the magnitude of carbon sinks in mangroves;
- c. The assessment of biomass density in wetlands;
- d. The development of the wetlands typology and protocol for assessing net carbon storage or CO2 emissions under different conditions;
- e. The formulation of carbon sink assets in wetlands;
- f. The assessment of the results;
- g. Joint reporting in the technical scientific literature of the results of the cooperation; and
- h. Exchange of scientific and technical support for the purposes of the points referred above.
- 6. This MOU provides a framework within which the Participants may develop and undertake collaborative activities. Specific arrangements for individual activities and projects will be discussed and jointly formulated by the Participants.

III. Intention of the Participants

7. It is the intention of the World Bank:

- a. to facilitate access to projects under preparation and implementation supported by the World Bank in its member countries, to implement the cooperation described above, following all applicable procedures, safeguards, and operational policies of the World Bank;
- to facilitate access to experiences and lessons learned in World Bankfinanced project that may be of use for purposes of the cooperation;
- to facilitate access to technical and scientific expertise at the World Bank that may be applied to the scope of the cooperation;
- d. to coordinate joint activities by the Participants to this MOU; and
- e. to publish as part of the World Bank publications, results from the cooperation that in the World Bank's judgment provide information of

global value in assessment of impacts of climate change or environmental services on sustainable development.

8. It is the intention of Ramsar:

- a. to provide technical support for the assessment, formulation, and development of climate change projects in wetlands in the geographical areas of wetland projects in the World Bank portfolio;
- b. to assist in the development of tools and methodologies to assess the magnitude of carbon sinks in mangroves;
- c. to assist in the assessment of biomass density in wetlands;
- d. to support the development of the wetlands typology and protocol for assessing net carbon storage or CO2 emissions under different conditions;
- e. to support the formulation of carbon sink assets in wetlands;
- f. to prepare jointly publications on the findings of the cooperation;
- g. to present jointly the findings of the cooperation at Subsidiary Body for Scientific and Technological Advice ("SBSTA") of the UN Framework Convention on Climate Change ("UNFCCC"); and
- h. to cooperate in joint activities by the Participants.

IV. Duration of the MOU

- 9. This MOU will become effective upon signing. This MOU will be automatically extended annually until June 30, 2015, unless written notice to the contrary is given by either Participant to the other at least one month prior to the expiration of the current period.
- 10. This MOU may be renewed, modified, or terminated at any time by mutual written agreement of the Participants.

V. Conditions of Ramsar Engagement

11. The World Bank understands that aspects of Ramsar engagement depends on fulfillment of Agreement between other organizations and the Ramsar Convention Bureau for Programme Cooperations. To the extent that any aspect of the relevant agreements operates in a manner that adversely effects that World Bank participation in any aspect of this Agreement, the Participants to this Agreement understand that

the World Bank may take whatever action is necessary to protect its interests, including cessation of ongoing activities with Ramsar.

VI. Participants' Representatives

12. The Participants' representatives to facilitate regular communication between the World Bank and Ramsar regarding activities of common interest are:

For the World Bank:

Walter Vergara Lead Engineer, Environment Department Global Expert Team Leader on Climate Change Adaptation World Bank 1818 H St NW, Washington DC, 20433, U.S.A. Telephone: 1-202-458-2705

Email: Wvergara@worldbank.org

For Ramsar:

Maria Rivera
Senior Advisor for the Americas
Ramsar Convention on Wetlands (Ramsar, Iran, 1971)
Ramsar Secretariat
Rue Mauverney 28, CH-1196 Gland, Switzerland
Telephone: +41 22 999 0175

Telephone: +41 22 999 0175 Email: RIVERA@ramsar.org

VII. Miscellaneous

- 13. This MOU is not legally binding. Nothing in this MOU shall confer any legal right nor impose any legal, financial or political obligations on either Participant. For legal purposes, nothing in this MOU shall be construed as creating a joint venture, an agency relationship or a legal partnership between the Participants. Nothing in this MOU is intended to be, or should be construed as, a waiver of the privileges and immunities of either Participant, which privileges and immunities are specifically reserved.
- 14. Each of Ramsar and the World Bank will retain intellectual property rights in all information and data shared with the other and produced by it, its staff members or consultants. The Participants will agree in writing on the ownership of any intellectual property rights that may arise in any work to be created by the

- collaborative activities to be undertaken pursuant to this MOU, at the time of agreeing on the work plan for such activities.
- 15. The Participants acknowledge that the names and acronyms "International Bank for Reconstruction and Development", "IBRD", "International Development Association", "IDA", "World Bank", and any variation thereof, including their associated logos, and the name and acronym "The Secretariat of the Ramsar Convention on Wetlands", "Ramsar", and any variation thereof, including their associated logo(s), are the sole and exclusive property of the World Bank and Ramsar, respectively. Neither Participant will acquire any right, title or interest in the other Participant's name, acronym or logo under this MOU. All uses by one Participant of the other Participant's name in any manner will be subject to the approval of the other Participant.
- 16. This MOU does not establish any exclusive relationship between the Participants. Neither Participant is restricted in any way from engaging a third party or parties to pursue independently of the other Participant the objectives described in this MOU.
- 17. This MOU may be disclosed to the public.
- 18. No work created by any collaborative activity or project undertaken pursuant to this MOU may be used for commercial purposes. Publications resulting from collaborative activities and projects may acknowledge the collaboration between the Participants.

This Memorandum of Understanding will come into full force and effect upon signature by the Participants on the date set forth below.

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Mr. Anada Tiéga
Secretary General
Ramsar Convention on Wetlands
16-02-10
Date
Hart Sehr
Mr. Hartwig Schafer
Acting Vice President
Sustainable Development Network
World Bank
Feb. 16, 2010
Date