Letter of Agreement
Between
The Secretariat of the Ramsar Convention
And
The International Union for Conservation of Nature and Natural Resources—United States (IUCN-US)

Preamble

Recognizing the importance of the conservation of nature and the desire of the Secretariat of the Ramsar Convention on Wetlands (hereafter "Ramsar" or the "Ramsar Convention") and The International Union for Conservation of Nature and Natural Resources—United States (IUCN-US) (hereafter "IUCN-US") to enter into a stronger relationship;

Recalling the long-term and exceptional relationship and working partnership between the International Union for Conservation of Nature and Natural Resources (hereafter "IUCN") and the Ramsar Convention;

Noting that IUCN-US is a legal entity separate and distinct from IUCN, and is a tax-exempt charitable 501 (c)(3) organization, in accordance with the US Internal Revenue Code, located in, Washington DC;

Considering the historical situation between the Ramsar Convention and IUCN, including the Letter of Agreement on the Provision of Services between those two parties;

Affirming the common priorities, missions and goals between the Ramsar Convention and IUCN-US for the conservation of nature, for which resource mobilization would benefit and advance work programmes and projects of common interest;

Seeking to formalize a joint commitment and create a productive partnership as a way to enhance activities to further the conservation and the sustainable use of wetlands around the world; and

Wishing to define the terms and conditions for the pursuit of the aforesaid joint commitment and productive partnership.

The Ramsar Convention and IUCN-US (jointly and severally also referred to herein as "Parties" and "Party") hereby agree to the provisions of this Letter of Agreement as set forth below.

Article I. Objective

1. IUCN-US and the Ramsar Convention will cooperate to mobilize resources needed to implement programmes and projects of common interest, particularly with respect to financial support for the conservation of nature, including, inter alia, scientific and educational activities, field projects, and efforts to develop and implement policy, laws and best practices to advance wetland, biodiversity, and water conservation initiatives around the world.
2. Intending to pursue the objective set forth in paragraph 1 of this Article, the Parties hereto agree for certain specified services to be provided for specified consideration, as follows:

(a) Given that Accounting and Financial Services for the Ramsar Convention are handled in accordance with the Letter of Agreement on Provision of Services between the Ramsar Convention and the International Union for Conservation of Nature and Natural Resources (signed May 15, 2009), the two Parties agree that (i) in any instance where funding (the "Funds") is provided by a third party (hereafter "Donor") to IUCN-US to be applied towards a particular project, programme, or fund ("Project"), which in the opinion of IUCN-US will promote or support the mission and/or Strategic Plan of the Ramsar Convention, IUCN-US may notify the Ramsar Convention of the availability of the Funds, and the Secretary General of Ramsar may submit to IUCN-US a project grant request in the form of Exhibit A, which is attached and incorporated hereto, for the award and use of the Funds; and that (ii) upon approval under IUCN-US procedures approved by its Board of Directors, IUCN-US will re-grant the funds to the Ramsar Convention upon conditions that shall be strictly consistent with IUCN-US's obligations as a 501 (c)(3) tax-exempt organization and in accordance with the Grant Requirements set forth in Exhibit B, attached and incorporated hereto. The award of the Funds to Ramsar shall comply strictly with, and by accepting Funds Ramsar agrees to perform the Project in strict compliance with, any terms and conditions imposed by Donor on IUCN-US in connection with the grant of funds.

(b) In the case of any such grant of Funds, IUCN-US shall retain eight (8) per cent of the total amount of the grant as a transaction fee, unless in any given instance the fee percentage is modified by written agreement of the Parties and such modification is also specifically approved by the Board of IUCN-US and the Ramsar Convention.

(c) The Ramsar Convention shall submit relevant reports to IUCN-US on the projects and programs implemented with the Funds granted, in accordance with the schedule agreed at the time the grant was made to the Ramsar Convention and, unless otherwise agreed in writing by the Parties, in the form of Exhibit C attached and incorporated hereto.

Article II. Review

The Parties agree to communicate regularly in person or via teleconference or video conference, at least one time per year, to review the terms and conditions and the implementation status of this Letter of Agreement.

Article III: Term, Amendments, Termination and Governing Law

1. This Letter of Agreement shall remain in force for five (5) years from the date of signature unless terminated prior to that time as provided in this Article.

2. This Letter of Agreement may be reviewed and amended at the request of either Party, provided that any such amendment shall be valid and binding only if made in writing and signed by each Party.

3. This Letter of Agreement may be terminated upon written notice from either Party to the other of at least four (4) months prior to the effective date of termination. For this purpose, the notice of termination shall be sent by registered mail with a confirmed registered receipt, and shall be deemed given on the date of receipt.

4. If the Letter of Agreement is terminated, the respective rights and obligations of the Parties to perform under the Grant Requirements shall survive the termination as those Grant Requirements relate to funds obligated, committed or disbursed for a Project prior to the termination of the Letter of Agreement.

5. Ramsar shall indemnify and hold harmless IUCN-US, its officers, directors, agents, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and expenses including without limitation, settlement costs and any legal or other expenses
for investigating or defending any actions or threatened actions arising from or in connection with Ramsar's acts or omissions in connection with the performance of this Letter of Agreement.

6. This Letter of Agreement shall be governed by the laws of the District of Columbia, without regard to its conflicts of laws provisions. Any action, proceeding or claim arising out of or relating in any way to this Letter of Agreement may and shall be brought and enforced in the United States District Court for the District of Columbia (the "Court"), and the Parties irrevocably submit to such jurisdiction, which jurisdiction shall be exclusive, and waive any objection based on venue or forum non conveniens with respect to any action instituted in such Court. In the event of litigation arising out of or relating in any way to this Letter of Agreement, the prevailing party is entitled to recover costs and reasonable attorneys' fees incurred in connection with such litigation, as determined by the Court, in addition to any and all other relief to which it may be entitled.

Article IV. Entry into Force

1. The present Letter of Agreement, drawn up in English, shall enter into force upon signature by the parties.

IN WITNESS WHEREOF, the undersigned, the duly authorized representatives of the Parties have signed the present agreement in original counterparts.

For the Ramsar Convention:  

[Signature]

Name: Anada Tielea  
Title: Secretary General  
Place: Gland, Switzerland  
Date: July 4, 2012

For IUCN-US:  

[Signature]  

Name: Mary Beth West  
Title: CEO, IUCN-US  
Place: Washington DC  
Date: July 3, 2012
Exhibit A

Project Grant Request

1. Project description: Purposes and content of project, in particular the specific issue or problem the project and activities will address and how it will do so (brief summary).

2. Budget: Estimated overall budget for the project, a brief description of potential sources and amounts of funding. Expenditures must be in compliance with donor specifications.

3. Budget timeframe: Period of time during which the requested funds will be used

4. Experts: Secretariat staff or other experts who will be engaged in the project, and the name of the Project Officer.

5. Reporting Schedule: Schedule for submission of project reports

6. Other pertinent information, including a commitment that expenditures will be consistent with the requirements of this Letter of Agreement, the Project and Grant Requirements, and donor specifications.
Exhibit B
Grant Requirements

IUCN-US’ Obligation to Disburse Grants. If IUCN-US approves a request to provide funding (a “Grant”) for a Project, IUCN-US will disburse said Grant in U.S. Dollars to Ramsar Convention on a schedule to be determined by IUCN-US in consultation with Ramsar Convention. In no event shall IUCN-US be liable to Ramsar Convention for any failure to provide a Grant if such failure results from reasons beyond IUCN-US’s control or if the provision of such Grant would jeopardize the tax-exempt status of IUCN-US.

Obligations of Ramsar Convention.

1. Ramsar Convention will utilize each Grant exclusively for the purposes specified in the applicable Grant Request and in accordance with the Grant budget as approved by IUCN-US and with any terms and conditions imposed by the Donor in connection with the grant of Funds. Each Grant shall be made, and must be used in accordance with, all applicable laws, regulations and rulings.

2. Ramsar Convention will promptly notify IUCN-US in writing of any proposed substantial deviation from the performance schedule for a Project, any proposed substantial change in the work to be performed by Ramsar Convention under a Project, or any proposed deviation of more than 10% from the Grant budget for grants up to $50,000, 5% for grants over $50,000 and up to and including $200,000, and 2% over $200,000. IUCN-US shall have the right to review and approve any substantial changes to a Project. Ramsar Convention shall not propose any such deviation or change without good and reasonable cause, and Ramsar Convention and IUCN-US will work cooperatively and reasonably to resolve any concerns raised by IUCN-US with respect to any such proposed deviation or change.

3. Ramsar Convention shall (a) reimburse to IUCN-US any funds that IUCN-US determines were used in an illegal manner, or used for expenditures in contravention of or not contemplated by or listed in the Grant Request; (b) return to IUCN-US any funds remaining unspent if and when IUCN-US determines that the material terms of the Letter of Agreement, including but not limited to the Project and Grant Requirements, have been violated, and (c) return to IUCN-US any portion of the Grant amount that Ramsar Convention does not use for the purposes of the Project.

4. Ramsar Convention shall not use the Grant to carry on propaganda, or otherwise to attempt to influence legislation; influence the outcome of any specific public election or carry on directly or indirectly any voter registration drive; or undertake any activity for any purpose other than one specified in the Grant Request or in Section 170(c)(2)(B) of the Internal Revenue Code of 1986 of the United States, as amended.

5. IUCN-US may withhold any sum due or which shall become due under a Project for Ramsar Convention’s failure in IUCN-US’s reasonable judgment to perform satisfactorily the terms of the Letter of Agreement, including but not limited to the Project and Grant Requirements. Satisfactory progress will be assessed as progress toward stated goals of a Project and receipt of timely reports as specified below. Unsatisfactory progress of a Project will be communicated in writing and in a timely fashion to the Ramsar Convention’s representative, and any payments shall be withheld until deficiencies are delivered or performed. IUCN-US shall not withhold any sum due or which shall become due under a Project in the cases where such sums will have been incurred properly and in accordance with the Letter of Agreement, including but not limited to the Project and Grant Requirements.

Records. IUCN-US may appoint an auditor at its own cost, and IUCN-US may inspect, and Ramsar Convention shall maintain and make available, Ramsar Convention’s records of receipts and expenditures and books and records, including, but not limited to timesheets, financial reports and accounts and/or property belonging to or in use by Ramsar Convention, pertaining to the Project, to monitor Ramsar Convention’s performance of the Letter of Agreement, including the Project and Grant Requirements. This right to access shall continue for the duration of the period during which the records
are retained by Ramsar Convention. Ramsar Convention agrees to maintain such records at an accessible location for a period of three (3) years after the date of IUCN-US' written acceptance of the deliverables from the Ramsar Convention's Project that is the subject of a Grant Request, or such longer period as reasonably requested by IUCN-US and agreed to by Ramsar Convention, including but not limited to requests by IUCN-US related to legal or tax proceedings.

**Condition to IUCN-US Obligations.** Grants are subject to the availability of funds provided to IUCN-US. If such funds become unavailable during the Project, and Ramsar is unable to obtain additional funds, then the funding shall be terminated or the funds reduced according to IUCN-US's judgment and in its sole discretion. Although IUCN-US shall be under no obligation to identify alternate replacement funds, it shall reasonably cooperate with Ramsar to identify such funding and at Ramsar's request shall use commercially reasonable efforts to secure suitable alternate replacement funds identified by Ramsar.
Exhibit C
Project Reporting Form

1. Name and address of Ramsar Convention's senior program officer responsible for implementation of the project

2. Date, duration and amount of the grant

3. Purpose of the grant and the progress and results achieved (brief summary)

4. Description of any expenditures that deviate by more than 5% from specified budget lines and/or that deviate from the performance schedule, work to be performed, or budget as described in Exhibit B, paragraph 2.

5. Report submission date

6. Attach financial report signed by the financial and program officers responsible for the project

Ramsar Convention shall provide such additional information as may be required pursuant to the terms of the funding agreement pursuant to which IUCN-US has received funds for the subject grant.