

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**THE INTERGOVERNMENTAL SCIENCE-POLICY PLATFORM ON BIODIVERSITY AND ECOSYSTEM SERVICES  
(IPBES)**

**AND**

**IUCN, INTERNATIONAL UNION FOR CONSERVATION OF NATURE AND NATURAL RESOURCES (IUCN)**

**WHEREAS** the Intergovernmental Science-Policy Platform on Biodiversity and Ecosystem Services (hereinafter referred to as "IPBES") has as its objective to strengthen the science-policy interface for biodiversity and ecosystem services for the conservation and the sustainable use of biodiversity, long-term human wellbeing and sustainable development, and its functions are:

- a. To identify and prioritize key scientific information needed for policy-makers on appropriate scales and to catalyze efforts to generate knowledge;
- b. To perform regular and timely assessments of knowledge on biodiversity and ecosystem services and their inter-linkages;
- c. To support policy formulation and implementation by identifying policy relevant tools and methodologies to enable decision makers to gain access to those tools and methodologies, and where necessary, to promote and catalyze their further development;
- d. To prioritize key capacity building needs to improve the science-policy interface at appropriate levels.

**WHEREAS** the operating principles of IPBES, as defined in its founding resolution dated 21 April 2012 (UNEP/IPBES.MI/2/9), are to:

- a. Collaborate with existing initiatives on biodiversity and ecosystem services, including multilateral environment agreements, United Nations bodies and networks of scientists and knowledge holders, to fill gaps and build upon their work while avoiding duplication;
- b. Be scientifically independent and ensure credibility, relevance and legitimacy through peer review of its work and transparency in its decision-making processes;
- c. Use clear, transparent and scientifically credible processes for the exchange, sharing and use of data, information and technologies from all relevant sources, including non-peer-reviewed literature, as appropriate;
- d. Recognize and respect the contribution of indigenous and local knowledge to the conservation and sustainable use of biodiversity and ecosystems;
- e. Provide policy-relevant information, but not policy-prescriptive advice, mindful of the respective mandates of the multilateral environmental agreements;
- f. Integrate capacity-building into all relevant aspects of its work according to priorities decided by the Plenary;
- g. Recognize the unique biodiversity and scientific knowledge thereof within and among regions and the need for the full and effective participation of developing countries and balanced regional representation and participation in its structure and work;
- h. Take an interdisciplinary and multidisciplinary approach that incorporates all relevant disciplines,

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- including social and natural sciences;
- i. Recognize the need for gender equity in all relevant aspects of its work;
  - j. Address terrestrial, marine and inland water biodiversity and ecosystem services and their interactions;
  - k. Ensure the full use of national, sub-regional and regional assessments and knowledge, as appropriate, including by ensuring a bottom-up approach.

**WHEREAS** IUCN, International Union for Conservation of Nature and Natural Resources (hereinafter referred to as "IUCN"), a quasi-governmental international organization with permanent Observer status before the United Nations General Assembly, has as its objective to influence, encourage and assist societies throughout the world to conserve the integrity and diversity of nature and to ensure that any use of natural resources is equitable and ecologically sustainable; to pursue its objectives through an integrated programme of activities formulated, coordinated and implemented by its members and components; and to deliver conservation and sustainability at both the global and local levels,

**WHEREAS** IUCN builds on its strengths in the areas of: "*Science*" – 11,000 experts in six (6) Commissions setting global standards in their respective fields, including, for example, the definitive international standard for species extinction risk (the IUCN Red List of Threatened Species); "*Action*" – conservation projects throughout the world from the local level to those involving several countries, all aimed at the sustainable management of biodiversity and natural resources; and, "*Influence*" – through the collective efforts of more than 1,200 governmental and non-governmental Member organizations to influence international environmental conventions, policies and laws. IUCN has been involved in the negotiations for the establishment of IPBES from the very beginning; and, as requested by its Members in resolutions WCC-2012-Res-117 and WCC-2012-Res-118, IUCN will support the delivery of the IPBES Work Programme 2014-2018.

**WHEREAS** IPBES and IUCN (hereinafter collectively referred to as the "Parties") share common objectives with regard to the conservation, protection, enhancement and support of nature and natural resources, including biological diversity and ecosystem services worldwide, and wish to collaborate to further these common goals and objectives within their respective mandates and governing rules and regulations,

**WHEREAS** the Parties are committed to the functions, operating principles and institutional arrangements of IPBES as adopted by the second session of the Plenary meeting to determine the modalities and institutional arrangements for IPBES held in April 2012 in Panama City<sup>1</sup>,

**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 in achieving their common objectives in the field of environment;

**NOW, THEREFORE, IPBES AND IUCN HAVE AGREED TO COOPERATE UNDER THIS MEMORANDUM OF UNDERSTANDING AS FOLLOWS:**

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<sup>1</sup> UNEP/IPBES.MI/2/9

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**Article 1  
Interpretation**

1. This MOU is intended to provide the Parties with a general framework and a guiding tool in identifying and carrying out specific potential collaborative projects and activities. References to this MOU shall be construed as including any Annexes, as varied or amended in accordance with the terms of this MOU. 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, involving the transfer of funds between the Parties and/or the creation of intellectual property, shall necessitate the execution of appropriate supplemental agreements between the Parties (the "Supplemental Agreement(s)"). The terms of such legal instruments shall be subject to the provisions of this MOU.
3. Implementation of any subsequent activities, projects and programmes pursuant to this MOU, which do not require any transfer of funds and/or do not involve the creation of intellectual property between the Parties will be subject to the provisions of Article 5 regarding the organization of the cooperation between the parties.
4. This MOU represents the complete understanding between the Parties and supersedes all prior MOUs, communications and representations, whether oral or written, concerning the subject matter of this MOU.
5. 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 the end of the IPBES Work Programme 2014-2018, unless terminated in accordance with Article 15 below. At the end of this period, the Parties may decide to extend the duration of this MOU by amending the present article in accordance with Article 14.

**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 implementation of the IPBES Work Programme 2014-2018 and the IUCN Programmes 2013–2016 and 2017–2020.

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2. The objectives of this MOU shall be achieved through:
  - a. Regular dialogue and meetings between IPBES and IUCN; and
  - b. Execution of one or more Supplemental Agreement(s) as separate legal instruments between the Parties to define and implement any subsequent activities, projects and programmes, where required pursuant to Article 1.2.

#### **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 below, to allow the Parties to respond to newly emerging issues in the realm of environment and sustainable development.
2. The Parties have agreed that the basis for areas of cooperation in the context of this MOU is the IPBES 2014–2018 Work Programme<sup>2</sup>. In this context, IUCN's offer of support to IPBES, dated 19 November 2013, was welcomed by Decision IPBES-2/5 X (IPBES/2/17, page 50) and is documented in Annex VII to this Decision (IPBES/2/17, page 76).
3. The Parties have agreed to:
  - a. Facilitate and encourage the provision of technical support by IUCN to Objective 1 of the 2014-2018 IPBES Work Programme; IPBES assessments in relation to Objectives 2 and 3 of the 2014-2018 IPBES Work Programme; and other IPBES work in relation to the development of tools, methodologies and capacity building (drawing from data, information, and other relevant IUCN knowledge products where appropriate and feasible);
  - b. Collaborate in the areas of communication, outreach and stakeholder engagement activities, based on IUCN's offer to provide technical support to the implementation of the communication, outreach and stakeholder engagement activities set out in Deliverable 4(d) of Objective 4 of the 2014-2018 IPBES Work Programme (please see the Supplemental Agreement on the Implementation of the IPBES Stakeholder Engagement Strategy attached as Annex I to this MoU).
  - c. Facilitate and encourage the provision of logistical support to IPBES by IUCN, where appropriate and feasible, through the hosting of meetings at IUCN premises of groups of IPBES experts, as part of the activities to implement the deliverables of the 2014-2018 IPBES Work Programme.
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.

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<sup>2</sup> IPBES/2/17

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**Article 5**  
**Organization of the Cooperation**

1. In accordance with Article 1.3 above, the terms of reference for the implementation of any set of activities that do not require any transfer of funds and/or that do not involve the creation of intellectual property will be outlined in Annexes to this MOU. If deemed necessary by both parties, additional Annexes may be adopted as amendments to this MOU in accordance with Article 14 below. These Annexes will be reviewed annually as a part of the policies and priorities under this MOU.
2. The Parties shall hold regular bilateral meetings on matters of common interest, in accordance with an agenda agreed to in advance by the Parties, for the purpose of developing and monitoring collaborative projects. Such meetings shall take place at least once every six (6) months to:
  - a. Discuss technical and operational issues related to furthering the objectives of this MOU; and
  - b. Review progress of work undertaken by IUCN under this MOU.
3. Within the context of the cooperation defined above, further bilateral meetings at the desk-to-desk and expert levels shall be encouraged and organized on an ad hoc basis, as and when deemed necessary by IPBES and IUCN to address matters of common interest for the implementation of activities in specific areas, countries and regions.
4. In identifying the areas of cooperation under this MOU, due regard shall be given to IUCN's geographic coverage, capacity for implementation and experience in the related field.
5. Where IUCN is organizing a meeting with external participation at which matters related to the aims of this MOU shall be discussed, IUCN shall, as appropriate, either invite IPBES' Secretariat to participate in the meeting, or update IPBES through its Secretariat on relevant policy matters discussed at the meeting. 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 IUCN is an entity separate and distinct from the United Nations, including UNEP and IPBES. The employees, personnel, representatives, agents, contractors or affiliates of IUCN, including the personnel engaged by IUCN 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 and IPBES, nor shall any employees, personnel, representatives, agents, contractors or affiliates of IPBES be considered, in any respect or for any purposes whatsoever, as being employees, personnel, representatives, agents, contractors or affiliates of IUCN.

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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 Article 7.2 below, 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.
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 below.
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 Supplemental Agreement(s) concluded as per Article 1.2.

**Article 9  
Use of Name and Emblem**

1. Neither Party shall use the name, emblem 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, UNEP or IPBES names or emblems be granted for commercial purposes.
2. IUCN and IPBES mutually acknowledge that each is familiar with the independent, international and impartial status of the other, and recognize that their respective 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, UNEP, IPBES and IUCN.
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.
4. Any authorized use by IPBES of IUCN's name and logo shall conform to IUCN's "Logo Rules for

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Partners of IUCN", which is attached to this Agreement as Annex 2.

5. Any authorized use by IUCN of IPBES's name and logo shall conform with IPBES policy on the use of the IPBES logo, which is attached to this Agreement as Annex 3.

### **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 the UN, UNEP and IPBES, 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. IUCN shall indemnify, hold and save harmless and defend at its own expense, the United Nations, UNEP and IPBES, 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 IUCN.

### **Article 13 Dispute Settlement**

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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, this 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 six (6) 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 to 13 do not lapse upon expiry, termination of or withdrawal from this MOU.

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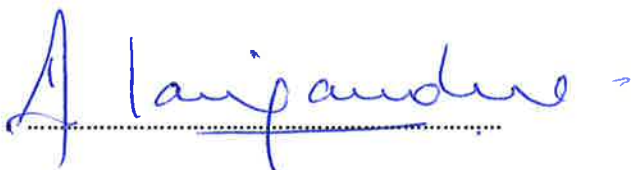


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IN WITNESS WHEREOF, the duly authorized representatives of the Parties have executed this MOU in the English language in two (2) counterparts, each of which shall be deemed an original, and which together shall constitute one and the same instrument.

**For Intergovernmental Science-Policy Platform  
on Biodiversity and Ecosystem Services (IPBES)**

**For IUCN, International Union for  
Conservation of Nature and  
Natural Resources (IUCN)**



**Anne Larigauderie  
Executive Secretary**

Date: 6 April 2016



**Inger Andersen  
Director General**

Date: 1 April 2016

**Parties' initials:**

