

MEMORANDUM OF UNDERSTANDING
between
IUCN-The World Conservation Union, Asia Region
and
South Asia Co-operative Environment Programme (SACEP)

A. OBJECTIVE

1. The World Conservation Union (IUCN) with its representative programmes and offices in Asia (IUCN-Asia) and the South Asia Co-operative Environment Programme (SACEP) intend to cooperate in the areas common to their programmes in South Asia. This Memorandum of Understanding (MoU) reflects discussions held between IUCN-Asia and SACEP and seeks to formalize working arrangements to provide the basis for further cooperation.

B. BACKGROUND

2. IUCN-The World Conservation Union (IUCN) is an international organisation, registered and headquartered in Switzerland, with Observer Status in the United Nations General Assembly. IUCN's membership comprises sovereign governments, national and sub-national government agencies, non-governmental organisations, and affiliate institutions. Five of SACEP's eight member countries are State members of IUCN and IUCN has members in all SACEP member countries. In South Asia, IUCN has Country Offices in Bangladesh, Nepal, Pakistan, and Sri Lanka, and will open a Country Office in India in 2006. In addition, IUCN has global networks of independent experts who are members of its specialized Commissions on Species Survival, Protected Areas, Environmental Law, Ecosystem Management, Education and Communication, and Environmental Economics and Strategies. The mission of IUCN is "...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."

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3. SACEP is an intergovernmental organization established in 1982, with a mission of promoting and supporting the conservation and management of the environment, both natural and human, in the South Asian Region in a co-operative manner to achieve sustainable development. Eight countries, namely Afghanistan, Bangladesh, Bhutan, Maldives, India, Nepal, Pakistan and Sri Lanka have ratified the Articles of Association of SACEP. In SACEP's revised mission statement, development of partnerships is also emphasized as an intrinsic aspect of the organization's mandate.

4. IUCN-Asia and SACEP have several thematic areas common to their programmes including biodiversity conservation, coastal and marine ecosystem management, environmental law, and sustainable development generally. Under this MoU, both organisations seek to develop their collaboration in South Asia and to develop a programme of cooperative activities at the sub-regional level. This MoU provides a framework for IUCN-Asia and SACEP cooperation to assure that the resources available to each institution for activities in the areas of their mutual interest are used to best advantage for natural resource conservation and management and sustainable development in South Asia.

C. PRINCIPLES OF COLLABORATION

5. Complementary and mutual support. IUCN-Asia and SACEP will support one another in fulfilling their respective missions by building on elements of both organisations' programmes, seeking to enhance effectiveness while avoiding duplication of effort.

6. Mutual benefit. The activities on which SACEP and IUCN-Asia will collaborate under this MoU will be selected and developed to bring a clear benefit to both organisations and their constituents. Collaborative activities will be undertaken with a clear and mutual understanding of which organisation does what, and how each activity will be funded.

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7. Mutual recognition. Public statements and publications regarding activities undertaken jointly under this MoU will acknowledge this collaboration. Neither IUCN-Asia nor SACEP shall make any commitments or take any positions on behalf of the other without the other's specific written consent. Each organisation will maintain the right to independent expression on issues related to activities that may be undertaken under this MoU and each will make every effort to notify the other before publicly expressing a position on such issues. Information provided by either partner to the other may be used for any capacity-building or non-commercial purpose. When either SACEP or IUCN-Asia publishes, in any form, information provided by the other, the provider will be informed in advance and given the chance to edit or check the information that will be acknowledged to it, and the source will be appropriately referenced or acknowledged.

D. PRINCIPAL AREAS OF COLLABORATION

8. IUCN-Asia and SACEP have identified the thematic areas of biodiversity conservation and coastal and marine ecosystem management and the crosscutting areas of environmental law and information management and public awareness raising as the substantive fields on which the partnership will begin to build. There are also potential future areas of collaboration with third party organizations – for example, with the Global International Water Assessment (GIWA) and IUCN-Asia's Regional Water and Wetlands Programme; and with GLOBE on a series of briefings for legislators on specific environmental legal issues, particularly those related to implementing multilateral environmental agreements (MEAs). In addition, the partners will explore the possibilities for collaborative work in specific countries or groups of countries, in particular Afghanistan. IUCN-Asia will provide technical assistance in the implementation of SACEP's mandate in South Asia on a case-by-case basis; arrangements will be set out in specific agreements for each case.

9. Within 90 days of the signing of this MoU, IUCN-Asia and SACEP will agree on and prioritize activities to be carried out in the first year of the partnership. This first joint workplan will be attached as an Annex to this MoU. Thereafter, annual plans for collaborative work will be developed as provided in paragraph 14, below. The evolving programmes of each organization will determine issues for future collaboration.

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10. IUCN-Asia and SACEP will keep each other informed of their respective programmes of assistance and activities in Asia through exchange of newsletters, country-specific studies, and other relevant documents. Similarly, SACEP and IUCN-Asia will share information on any projects or studies in which the other has expressed special interest.

11. SACEP and IUCN-Asia will invite each other to send representatives to meetings, workshops and conferences, convened by them or under their auspices, on topics of mutual interest and application, subject to available budgetary resources within each institution.

E. COORDINATION

12. The Director General, SACEP, and the Regional Director, IUCN-Asia, or their successors, will have overall responsibility for ensuring that the objectives of this MoU are realized. The officials responsible for implementing this MoU will be Mr P. K. Kotta, Programme Coordinator, for SACEP and Programme coordinator, ELG 2, Colombo for IUCN-Asia.

13. SACEP and IUCN-Asia staff at the national and regional levels will meet formally and informally, as mutually agreed, to develop concepts and plans for joint work.

14. The working arrangements set forth in this MoU will be reviewed annually by the officials responsible for implementation, who will meet as mutually agreed to assess progress in the agreed areas of cooperation and to discuss future directions for SACEP/IUCN-Asia collaboration. They will submit to the Director General of SACEP and the Regional Director of IUCN-Asia a joint written report on progress made, with specific recommendations for implementation for the following year.

15. SACEP and IUCN-Asia will jointly carry out a comprehensive review of achievements under this MoU within two (2) years of the date of signing and subsequently as may be agreed.

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16. SACEP and IUCN-Asia will make every effort to ensure that women and men participate equally in the planning and implementation of projects and activities and that women and men have equal access to the benefits of derived from those projects and activities.

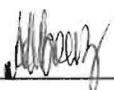
F. GENERAL PROVISIONS

17. This MoU shall come into force on the date it is signed by both SACEP and IUCN-Asia.

18. This MoU may at any time be amended, in writing and signed by both SACEP and IUCN-Asia.

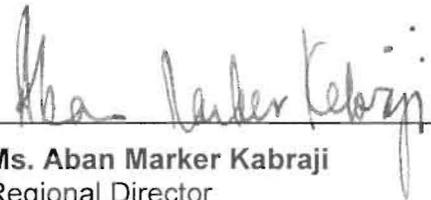
19. SACEP and IUCN-Asia shall give each other six (6) months' prior written notice of intent to suspend or terminate this MoU.

20. Signed by the duly authorized representatives of SACEP and IUCN-Asia in two copies, on the dates indicated below:



Dr. Arvind Anil Boaz
Director General
SACEP

Date: 9/8/06



Ms. Aban Marker Kabraji
Regional Director
IUCN-Asia

Date: August 3, 2006