



## **PARTNERSHIP AGREEMENT**

between

**the Secretariat of the Convention on the Conservation on Migratory  
Species of Wild Animals (CMS Secretariat)**

and

**the Migratory Wildlife Network (MWN)**

The CMS Secretariat and the Migratory Wildlife Network (MWN),

*Recognizing* that wild terrestrial, aquatic and avian species that migrate across or outside national jurisdictional boundaries are particularly vulnerable to human pressures all along their migration routes. The protection of these species and their habitats requires concerted and coordinated actions by all States across their migration range in order to maintain or restore a favourable conservation status as a prerequisite to any form of shared sustainable use and poverty reduction;

*Recalling* that Article IX of CMS requires the CMS Secretariat to maintain liaison with, *inter alia*, international organizations concerned with migratory species;

*Further recalling* that Resolution 7.9 and subsequent decisions of the CMS Conference of the Parties have emphasized the need for cooperation with relevant key partners and the capturing of synergies in pursuit of shared targets;

*Considering* that the CMS Strategic Plan stresses the need for cooperation in areas of mutual interest;

*Further considering* that the MWN is an independent non-governmental organisation working internationally to foster and support a collaborative civil society partnership of non-governmental organizations, wildlife scientists and wildlife policy experts to coordinate and progress migratory wildlife conservation through international processes, and in particular to progress policy and conservation through CMS and its daughter agreements;

*Acknowledging* that CMS and the MWN pursue common goals in the conservation and sustainable use of migratory species, which can only be successfully met by enhanced and concerted actions on different levels and between all sectors and actors involved;

*Acknowledging further* the relevance of cooperation on issues of common interest between the MWN and CMS plus its related agreements and memoranda of understanding;

*Desiring* to formalize a joint commitment of intent to seek productive partnership and collaboration in respect of the conservation of migratory species worldwide;

AGREE as follows:

## **Article 1 General Cooperation**

1. The CMS Secretariat and the MWN (the “Parties”) will work in partnership for the conservation of migratory species, by enhancing communication and cooperation between each other and with other relevant organizations.
2. The Parties will keep each other informed of needs, issues and opportunities that emerge as a result of their activities related to the conservation of migratory species, which will be facilitated by the voluntary sharing of appropriate and relevant internal work plans and documents.

3. The Parties will endeavour to coordinate their activities to better progress the conservation of migratory wildlife species through international processes.
4. The Parties will invite each other to participate at their own expense, in an observer capacity, in the relevant meetings of their governing bodies (such as, the CMS Conferences of Parties, Standing Committee and Scientific Council) and other relevant regional and technical meetings.
5. The CMS Secretariat will encourage the Secretariats of its related agreements and memoranda of understanding, concluded under the auspices of CMS, to share regularly with the MWN information of mutual interest.
6. The MWN will specifically assist the CMS Secretariat by increasing civil society involvement in, and commitment to, CMS objectives by independently disseminating key information about CMS activities to non-governmental organizations, wildlife scientists and wildlife policy experts, and providing direct support to Network members to increase their involvement and engagement with CMS processes.

## **Article 2 Exchange of Information**

7. The Parties will regularly exchange information on matters of mutual interest.
8. The Parties will link their web sites, as appropriate, as one of the mechanisms to share information and data for their constituencies.
9. The Parties will publicise the support given to and by each other, and will promote and publicise the benefits to them and to conservation of migratory wildlife species arising from such effective collaboration.

## **Article 3 Programmes and Projects**

10. The Parties will seek opportunities to develop and support joint programmes and projects of mutual interest. Terms of such joint collaborative activities to be developed, including their funding arrangements, will be agreed upon prior to their initiation.
11. The Parties may develop and agree, in a standalone document, a Joint Work Programme of joint activities which will regularly be reviewed and updated.
12. In the event of the Parties negotiating and maintaining a Joint Work Programme, a report of activities concluded under it will be prepared periodically and submitted as an information document to the relevant CMS and the MWN oversight processes.
13. In the event that any Secretariat of a CMS related agreement or memorandum of understanding and the MWN also seek opportunities to develop and support programmes and projects of mutual interest, they may participate in the Parties' Joint Work Programme or negotiate and agree a separate Joint Work Programme.

**Article 4**  
**Focal Points and their Roles**

14. For purposes of this Agreement, the Parties' focal points for policy issues will be, for the:
  - MWN - the Policy and Negotiations Director.
  - CMS Secretariat - the Executive Secretary.
15. For communications and exchanges pertaining to joint programmes and projects, as well as other technical issues, the focal points will be, for the:
  - MWN - the Policy and Negotiations Director.
  - CMS Secretariat - the Inter-Agency Liaison Officer.
16. The focal points will regularly assess the implementation of this Agreement and joint programmes and projects as appropriate (preferably annually), and will arrange for reviews of this Agreement as necessary.
17. The Parties will consult each other on matters related to the implementation of this Agreement and joint programmes and projects.

**Article 5**  
**Logos and Identities**

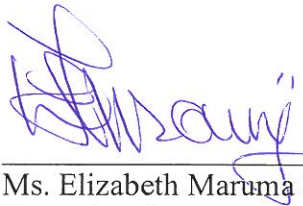
18. Use of either Party's logo must be expressly approved in advance in writing by the other Party. The logos will not be used for commercial purposes.
19. The Parties will each maintain a clear distinction between their identities as well as the identity of the CMS Secretariat as an organ of the United Nations. Neither Party will represent the other without express approval in advance in writing and upon such terms and conditions as may be specified therein.
20. Staff of the MWN will not serve as representatives of a Government or of any other authority external to the United Nations. They are neither "staff members" under the Staff Rules and Regulations of the United Nations nor "officials" for the purpose of the Convention of 13 February 1946 on the Privileges and Immunities of the United Nations.

**Article 6**  
**Final Provisions**

21. This Agreement will take effect upon signatures by both Parties.
22. This Agreement will remain in force for the initial period of three years subject to review and update thereafter unless terminated by either Party giving three months' written notice, or if it is replaced by another new agreement.
23. In the event of termination of this Agreement, the Parties will nonetheless ensure that their rights and obligations on any on-going joint activities are completely fulfilled.
24. This Agreement may be amended in writing by mutual consent of the Parties.

25. The Parties will use their best efforts to settle amicably any dispute, controversy or claim arising out of the implementation of this Agreement. Any mediation will take place according to a procedure agreed by both parties, and if such mediation fails to achieve an amicable settlement, the Partnership will terminate immediately.
26. The Parties will each be solely and completely responsible and accountable for all services performed by their own staff members or agents.

Signed in English on the 14th of September 2011



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Ms. Elizabeth Maruma Mrema  
Executive Secretary  
UNEP/CMS Secretariat

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Dr. Margi Prideaux  
Policy and Negotiations Director  
Migratory Wildlife Network