

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (herein referred to as the Memorandum) is concluded between:

The World Conservation Union
Bureau régional de l'IUCN pour l'Afrique de l'Ouest (**IUCN BRAO**)
01 B.P. 1618
Ouagadougou 01
Burkina Faso

and

United Nations Environment Programme (**UNEP**)
P.O. Box 30552
Nairobi
Kenya

1) **Background**

Preparation of UNEP's fourth Global Environment Outlook (GEO-4) report is underway. The objective of GEO-4 is to provide, by 2007, a comprehensive, reliable and scientifically credible, policy-relevant, up-to-date assessment of, and outlook for, the state of the global environment. GEO-4 will draw upon, assess and synthesize the state of knowledge from best available resources, including data and relevant assessments at global and sub-global levels. More specifically it will identify consensus, disagreements and majority and minority views regarding environmental conditions and trends, pressures and driving forces, primary and secondary effects, environmental values and costs to society, responses and response options, projections and modelling with a focus on:

- Policy relevant findings
- Consequences of different policy options (scenarios)
- Gaps in knowledge
- Further assessment, monitoring and research needs

GEO-4 should build on the past experiences – its success and image, as well as its failures and the lessons learned. Under this MOU, IUCN will prepare report on the valuation of environmental goods-and-services in Western Africa for the GEO-4 report.

2) **Activities, outputs and work-plan**

Under this Memorandum of Understanding, IUCN will undertake the following:

- a) Become familiar with the GEO-4 background documentation, including the comprehensive annotated chapter outline. (October 2005)

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- b) Become familiar with the issues selected by policymakers for inclusion in the GEO-4 report. (October 2005)
- c) Undertake a comprehensive literature review of the concepts on the valuation of ecosystems goods-and-services, valuation of environmental goods-and-services, and markets for environmental goods-and-services (by end November 2005)
- d) Identify case studies, mainly in Western Africa, where such concepts have been incorporated in programmes and projects, and have led to a greater understanding of the role of the environment in addressing poverty in Africa in general (by end November 2005)
- e) Recommend the best way the issues on valuation of environmental goods-and-services in Africa should be incorporated in the GEO-4 report (Decemberr 2005)
- f) Draft a report in English on the practical aspects on the valuation of environmental goods-and-services in Western Africa (be end December 2005)
- g) Facilitate the layout and printing of the final report for distribution. (by mid-February 2006)
- h) Produce a report on the lessons learnt during the implementation of this activity. (mid-February 2005)

Comment [v1]: Meaning policymakers committed by UNEP to advise on issues to be included in the GEO-4 report?

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Comment [v2]: Please, provide more details on format and any other requirements.

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Comment [v3]: Please, provide more details. If this is a report different from that on valuation then, how many pages should it be?

3) Time schedule

The activities outlined above will be carried out from October 2005 (refer to date of signature of MoU) and completed by 15 February 2006.

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4) Expected outputs:

Please list precise outputs and deadlines for delivery delivery, e.g.

- Draft report on the valuation of environmental goods and services in Western Africa, including recommendations on how issues of valuation should be incorporated in the GEO-4 report: by December 2005
- Final report on the valuation of environmental goods and services in Western Africa, including recommendations on how issues of valuation should be incorporated in the GEO-4 report: by mid-February 2006
- Report on the lessons learnt during the implementation of the activity (mid-February 2006)

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5) Funding

US\$20,000 will be provided by UNEP. The disbursement of funds by UNEP to the IUCN BRAO will be as follows:

- (i) US\$15,000 will be paid upon signature of this Memorandum.
- (ii) US\$5,000 will be paid upon receipt by UNEP of all the required outputs and a detailed statement of expenditures.

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6) Bank details

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Name of Bank:

Bank Address:

Account No:

Account Name:

Swift code:

- 6) IUCN BRAO will maintain a separate account for any disbursements pertaining to this memorandum and shall submit to UNEP upon the completion of the work a detailed breakdown of expenditures incurred, duly certified by an authorised official of IUCN BRAO. The expenditures will be reported by object of expenditure as per the attached budget (Annex I) of this memorandum. Any portion of cash advances remaining unspent or uncommitted by IUCN BRAO on completion of the activities under this Memorandum will be reimbursed to UNEP within one month of the presentation of the expenditure report. In the event of any delay in such reimbursement, IUCN BRAO will be financially responsible for any adverse movement in exchange rates.
- 7) IUCN BRAO shall retain, for a period of three years, all supporting documentation relating to financial transactions under this Memorandum. If requested, IUCN BRAO shall facilitate an audit by the United Nations Board of Auditors and/or the Audit Service of the accounts of the Memorandum.
- 8) Without prejudice to paragraph 6 above, the question of the title rights, copyright, royalties or other rights of whatsoever nature in any material produced under the provisions of this agreement shall be agreed upon by UNEP and IUCN BRAO.
- 9) All correspondence regarding this Memorandum between IUCN BRAO and UNEP should be addressed to:

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At IUCN BRAO

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Regional Director
Bureau régional de l'UICN pour l'Afrique de l'Ouest (IUCN BRAO)
The World Conservation Union
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With a copy to:

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At UNEP

Ms. Marion Cheatle
Officer-in-Charge
Division of Early Warning and Assessment
United Nations Environment Programme
P.O. Box 30552
Nairobi, Kenya

Tel: +254 2 623520
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With a copy to:

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Regional Coordinator for Africa
Division of Early Warning and Assessment
United Nations Environment Programme
P.O. Box 30552
Nairobi, Kenya

Tel: +254 20 624546
Fax: +254 20 624309
E-mail: munyaradzi.chenje@unep.org

All correspondence regarding administrative and financial matters should be addressed to:

Mr. David Hastie
Chief, Budget and Financial Management Service
United Nations Office at Nairobi, Kenya
Tel: +254 20 623821
Fax: +254 20 623799
Email: david.hastie@unon.org

With a copy to those mentioned above.

- 10) The IUCN BRAO shall indemnify, hold and save harmless and defend at its own expense UNEP, its officers, agents and employees from and against all suits, claims, demands and liability of any nature or kind, including costs and expenses arising out of negligent misconduct of IUCN BRAO or its employees in the performance of the terms of this Memorandum.

- 11) IUCN BRAO shall be considered as having the legal status of an independent contractor. Agents or employees of IUCN BRAO shall not be considered in any respect as being officials or staff of UNEP.
- 12) IUCN BRAO shall neither seek nor accept instructions from any authority external to UNEP in connection with the performance of its services under this Memorandum. IUCN BRAO shall refrain from any action, which may adversely affect UNEP or the United Nations and shall fulfil its commitments with fullest regard for the interest of the United Nations.
- 13) Any controversy of claim arising out of, or in accordance with this Memorandum of breach thereof, shall, unless it is settled by direct negotiation be settled in accordance with UNCITRAL Arbitration Rules as at present in force. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy or claim.
- 14) Nothing in or related to this Memorandum shall be deemed a waiver of any of the privileges and immunities of the United Nations.
- 15) This Memorandum shall be in effect from the day this agreement is signed by both parties until IUCN BRAO has completed all the related tasks by 15 February 2006.
- 16) This Memorandum may be terminated by either party before the expiry date of the Contract by giving notice in writing to the other party. The period of notice shall be fourteen (14) days.

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In the event of the Memorandum being terminated prior to its due expiry date in this way, IUCN BRAO shall be compensated on a pro rata basis for no more than the actual amount of work performed to the satisfaction of UNEP. Additional costs incurred by UNEP resulting from the termination of the Memorandum by IUCN BRAO may be withheld from any amount otherwise due to IUCN BRAO from UNEP.

- 17) No change in or modification of this Memorandum shall be made except by prior written agreement between UNEP and IUCN BRAO.
IUCN BRAO shall not assign, transfer, pledge, subcontract or make other disposition of this Memorandum or any part thereof, or of any of IUCN BRAO rights, claims or obligations under this Memorandum except with the prior written consent of UNEP.
- 18) The United Nations Security Council Resolution 1373 of 28 September 2001 on the fight against terrorism shall be adhered to by the Executing Agency, failure to which shall, without prejudice to other legal actions, lead to the immediate cancellation of the project.

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Signed on behalf of
Mr. Ibrahim Thiaw
Regional Director
IUCN BRAO

Signed on behalf of the
Mr. David Hastie
Chief, Budget and Financial
Management Service (UNON)

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ANNEX I: Budget (in US\$)

Budget line	Description	UNEP Contribution
1201	Consultants	15,000
1301	Administrative support	1,000
5001	Report production	3,000
5301	Communications	1,000
TOTAL		20,000

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