### MEMORANDUM OF UNDERSTANDING

#### Between

# THE SECRETARIAT OF THE CONVENTION ON INTERNATIONAL TRADE IN ENDANGERED SPECIES OF WILD FAUNA AND FLORA

and

## WAZA-THE WORLD ASSOCIATION OF ZOOS AND AQUARIUMS

#### Preamble

This Memorandum of Understanding (MoU) is entered into between the Secretariat of the Convention on International Trade in Endangered Species of Wild Fauna and Flora (herein referred to as the "CITES Secretariat") and WAZA-the World Association of Zoos and Aquariums (herein referred to as "WAZA"). The principal purpose of the MoU is to establish a formal basis of cooperation between WAZA and the CITES Secretariat to better assist implementation of the Convention. WAZA and its members have expertise in the fields of animal care, the transport of live animals, conservation, sustainable use, education and research.

## Purpose of the Agreement

The main purpose of cooperation between the CITES Secretariat and WAZA is to facilitate the use of the expertise available in the WAZA network to benefit the conservation and sustainable use of species of wild fauna and flora, to assist CITES Parties to implement the Convention and to assist in the activities of the CITES Secretariat.

## Areas of Cooperation

The signatories will communicate regularly and bring to each other's attention general information of common interest and areas of concern. The general fields of cooperation include the care and placement of confiscated animals and transport of live animals as well as research, conservation, sustainable use, capacity building and training, communication and public awareness raising.

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Care and placement of confiscated live animals: in many countries zoos and aquariums serve as rescue centres. Relevant information flow and communication will be provided in order to enhance suitable disposal;

International trade in live animals in general: via WAZA zoos and aquariums worldwide, WAZA will ensure that its members comply with the Convention and support the CITES Secretariat by gathering up-to-date information about current trade related issues:

Live animals and transport: WAZA and its members have specific know-how about the transport of live animals, information will be shared when needed;

Research and science: liaison with CITES related scientists and researchers and assistance in the collection of data and information on the status of wild species, with a focus on Appendix I-listed species;

Communication and awareness: support will be provided to raise awareness about trade related pressures on species, including a link to the CITES' virtual college on WAZA's website and cooperative work for the Celebration of the UN International Decade on Biodiversity 2011-2020, with a special focus on CITES species;

CITES capacity building and training opportunities: WAZA and its members will offer venues and participate in specific CITES training activities in various regions regarding care and placement of confiscated live animals, transport of live animals and any other relevant matters.

## Administration

This Memorandum will take effect on the date of signature by both parties. It will remain in force unless terminated by 90 days' written notice by either signatory or replaced by another agreement. It may be modified only by written mutual agreement of the signatories.

Unless otherwise agreed, neither signatory will be legally or financially liable in any way for activities carried out jointly or independently under this MoU.

No provision of this MoU shall be construed as in any way interfering with WAZA or CITES and the independent decision-making process of each with regard to their respective affairs and operations. Each signatory shall bear its own costs incurred in the implementation of its responsibilities under this MoU.

Neither of the signatories to this MoU shall make any commitment or take any positions on behalf of the other without that organisation's specific, written authorized consent. In

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addition, each organisation shall maintain the right to express its opinion individually; on topics related to this MoU, each organization shall, as far as possible, to notify the other before taking any public position in relation to any issue on which there is current collaboration and neither signatory to this MoU has the authority on its own to create any binding legal obligations on behalf of the other signatory.

The signatories to this MoU agree to enter promptly into consultations at the request of the other Party with respect to any matter arising in relation to this MoU.

Any dispute arising out of this MoU shall be resolved in good faith by direct negotiations between the signatories.

IN WITNESS WHEREOF, the signatories hereto have signed this MoU in two original copies in the English language on the date herein below indicated.

On behalf of WAZA

On behalf of CITES Secretariat

Gerald Dick

Executive Director

John Scanlon

Secretary-General of CITES

Geneva, 20 December 2011