

MEMORANDUM OF UNDERSTANDING (“MOU”)

Made by and between the

THE SECRETARIAT OF THE CONVENTION ON INTERNATIONAL TRADE IN ENDANGERED SPECIES OF WILD FAUNA AND FLORA (CITES), a treaty body administered by the United Nations Environment Programme (UNEP), having its offices at chemin des Anémones, 1219 Châtelaine-Geneva, Switzerland (hereinafter the “**CITES Secretariat**”), represented by Mr John E. Scanlon, Secretary-General, duly empowered for the purpose of entering into this MOU;

and the

INTERNATIONAL AIR TRANSPORT ASSOCIATION, an association incorporated by special Act of the Canadian Parliament, having its registered office at 800 Place Victoria, P.O. Box 113, Montréal, Québec, Canada, H4Z 1M1 (hereinafter “**IATA**”), represented by Mr Antony Tyler, Director General and Chief Executive Officer, duly empowered for the purpose of entering into this MOU.

The CITES Secretariat and IATA may also be individually referred to as “Party”, or collectively as “Parties”.

PREAMBLE

WHEREAS the CITES Secretariat’s functions are laid down in Article XII of the text of the Convention on International Trade in Endangered Species of Wild Fauna and Flora (“the Convention”);

WHEREAS the objective of the Convention is to ensure that no species of wild fauna or flora becomes or remains subject to unsustainable exploitation through international trade;

WHEREAS the Convention requires any living specimen in international trade to be prepared and shipped so as to minimize the risk of injury, damage to health or cruel treatment and the Conference of the Parties to the Convention has recommended that relevant IATA regulations be deemed to meet CITES transport requirements;

WHEREAS the aim of IATA shall be, among others, to provide means for collaboration among the air transport enterprises engaged in international air transport service and to cooperate with other international organisations;

WHEREAS the Parties recognise their common interest in the safe and secure transport by air or other means of CITES-listed live and dead animals and plants, as well as their parts and derivatives (“CITES specimens”);

WHEREAS the Parties recognise that air transport may be used as a conduit for the illegal movement of CITES specimens by passengers and the consignors or shippers of cargo;

WHEREAS IATA supports CITES' efforts to combat the illegal transport of CITES specimens by passengers and the shippers of cargo;

WHEREAS IATA and its member airlines are committed not to transport illegal CITES specimens knowingly;

WHEREAS the Parties recognise their common interest in developing communication mechanisms for the legal movement of CITES specimens and for developing new IATA or CITES rules and guidance pertaining to particular species or specimens;

WHEREAS such rules and guidance may be published in a manner to be later agreed upon and formalised between the Parties;

CONSIDERING Resolution Conf. 10.21 (Rev. CoP16) on *Transport of Live Specimens* of the Conference of the Parties to the Convention;

NOTING that in order to improve implementation of the IATA Live Animals Regulations and Perishable Cargo Regulations and related IATA standards by the Parties to the Convention there is a need for greatly increased awareness of these regulations through more effective methods for training of airline personnel and enforcement agencies and improved liaison and information;

RECOGNIZING the importance of having airline operators that are capable of transporting CITES specimens in compliance with the IATA Live Animals and Perishable Cargo Regulations;

CONSIDERING the need for the continuous training of airline personnel, shippers, exporters and importers responsible for preparing, transporting, handling or controlling shipments of, and passengers carrying CITES specimens;

CONSIDERING that IATA provides its members with guidance on the transportation of CITES specimens by air and regularly updates relevant rules, guidance and standards, such as the IATA Live Animals and Perishable Cargo Regulations;

CONSIDERING that close cooperation is desirable, the Parties agree that such objectives will be pursued through the following cooperation activities indicated in this MOU:

I. PURPOSE OF THE MOU

1.1 The purpose of this MOU is to facilitate and strengthen cooperation and establish a formal basis of collaboration between the CITES Secretariat and IATA to better assist implementation of the Convention and to strengthen further collaboration to improve transport conditions for CITES specimens.

1.2 In particular, the Parties agree to collaborate in fields of mutual interest, within the limits of their respective mandates. Such fields include but are not limited to CITES' role in regulating trade in CITES specimens to ensure that it is legal, sustainable and traceable and in combatting illegal trade in CITES specimens and the Parties' adherence to safety and welfare standards and requirements for trade in live wild animal and plants covered by the Convention, which are transported by air or other means while in international trade.

II. AREAS OF COOPERATION

- 2.1 The CITES Secretariat and IATA agree (i) to strengthen mutual cooperation on the safe and secure transport of CITES specimens and the combatting of illegal trade in CITES specimens and (ii) to endeavour to recommend mutually relevant standards, guidelines and recommendations.
- 2.2 The Parties shall endeavour to formalise, maintain and update such agreed upon standards, guidelines and recommendations in line with current or future requirements to be defined by the Parties.
- 2.3 The Parties shall strive to collaborate in the development and use of electronic documents in the context of IATA's e-freight programme and CITES' e-permitting systems.
- 2.4 The Parties shall also strive to promote, to the extent possible, the implementation and widespread use of agreed upon standards and procedures as described in the IATA Live Animals Regulations and Perishable Cargo Regulations. Resolution Conf. 10.21 (Rev. CoP16) on *Transport of Live Specimens and the CITES guidelines for the non-air transport of live wild animals and plants*.
- 2.5 The Parties 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 transport of CITES specimens for legal international trade and the combatting of illegal trade in CITES specimens as well as research, conservation, sustainable use, capacity building and training, communication and public awareness raising.
- 2.6 The Parties shall assist the Parties to the Convention to ensure that transport of CITES specimens is conducted in compliance with the guidelines and standards agreed upon by CITES and IATA.
- 2.7 The Parties shall, as far as is practicable, support each other's training activities, consult each other about training methodologies and policies, capacity building and shall update, maintain and exchange relevant information to be used in training.
- 2.8 The Parties may use each other's logo and name in jointly-derived training materials. Each Party will have the right to use, reproduce, sell, or otherwise publish such jointly-derived training materials on any media without the consent of the other Party and without payment of any royalties to the other Party, both during the term of this MOU and following its expiration or termination.
- 2.9 The Parties agree (i) to keep each other informed of their respective work programmes and activities and (ii) to exchange publications relevant to the fields of animal and plant health and welfare, air and non-air transportation of CITES specimens in legal international trade in CITES specimens and efforts to combat illegal trade that could be of mutual interest.

- 2.10 The Parties shall identify issues of common concern with regard to the legal and illegal transport of CITES specimens and ensure the exchange of technical information in accordance with each Party's internal rules and technical competence.
- 2.11 The Parties shall identify ways and means to collaborate effectively to improve further conditions for the legal transport of CITES specimens.
- 2.12 The CITES Secretariat will be responsible for updating the *CITES Guidelines for the non-air transport of live wild animals and plants* referenced in Resolution Conf. 10.21 (Rev. CoP16) on *Transport of live specimens* and, subject to IATA Cargo Services Conference approval, included as an Annex to the IATA Live Animals Regulations.
- 2.13 The Parties agree to promote the full and effective use by airlines and CITES Management Authorities of the IATA Live Animals Regulations (for animals), the IATA Perishable Cargo Regulations (for plants) and the CITES guidelines for the non-air transport of live wild animals and plants for the preparation and transport of live specimens.
- 2.14 The Parties will endeavour to bring the IATA Live Animals Regulations (for animals), the IATA Perishable Cargo Regulations (for plants) and the *CITES guidelines for the non-air transport of live wild animals and plants* for the preparation and transport of live specimens, together with other guidance and standards for other CITES specimens, to the attention of exporters, importers, transport companies, carriers, freight forwarders, inspection authorities and international organisations and conferences competent to regulate conditions of carriage for passengers, baggage and cargo by air.
- 2.15 The Parties agree to develop joint communication on matters of common interest and new rules pertaining to particular species or specimens.

III. MUTUAL CONSULTATION

- 3.1 The Parties may consult each other, as needed, on matters of common interest for the purpose of achieving the aims set forth in this MOU.
- 3.2 In particular, the Parties may decide to exchange information in fields and projects of mutual interest, in accordance with the aims and provisions of this MOU.
- 3.3 The Parties agree that all administrative and financial matters linked to the execution or operational feasibility of this MOU shall be decided and formalised in documents to be agreed upon later by the Parties, as the case may be.

IV. CONFIDENTIALITY

- 4.1 The Parties recognize that certain information exchanged between the Parties may be confidential. The Parties agree to mark such information as “Confidential” and if necessary, and upon the request of a Party, the Parties will keep confidential business or other sensitive information exchanged in connection with this MOU, both written and oral, received from and on behalf of the other (“Confidential Information”).
- 4.2 Either Party may disclose the Confidential Information to employees, subcontractors and advisors on a need to know basis provided such employees, subcontractors and advisors are advised of the confidential nature of the Confidential Information and agree to be bound by the terms and conditions of this MOU as if a party to it.
- 4.3 The duty of confidentiality will not extend to any part of the Confidential Information which:
- (a) is publicly known at the time of disclosure; or
 - (b) is required to be disclosed pursuant to a legal authority or requirement.

V. GENERAL PROVISIONS

- 5.1 This MOU shall come into effect upon the last date of signature as indicated below by the Parties.
- 5.2 This MOU shall remain valid unless terminated by either Party, provided that a written termination notice with confirmation of receipt is given to the other Party at least 90 (ninety) days before such termination takes effect, or replaced by another agreement.
- 5.3 This MOU may only be amended if such amendments are made in writing by mutual consent of the Parties.
- 5.4 Any Annex to this MOU, such as a joint work plan, may be modified independently from the MOU by either of the Parties in writing. Agreement on proposed modifications to the Annex shall be reached through an exchange of letters.
- 5.5 The Parties shall each appoint a person to act as a focal point for the implementation of this MOU.
- 5.6 The Parties expressly acknowledge that this MOU constitutes a statement of the mutual intentions of the Parties with respect to its content and that it:
- (a) does not create any obligations that are legally binding on either Party;
 - (b) does not create any legally binding obligations on, or rights in favour of, any third parties, such as Parties to the Convention or IATA Member Airlines;
 - (c) shall not be deemed to constitute a partnership, joint venture, agency relationship or otherwise between the Parties; and
 - (d) does not in any way impose a commitment on the Parties to proceed with the execution of an agreement or the elaboration of any project.

5.7 Neither Party will be responsible to the other for any claim for loss or damage, including third party loss or damage, or loss of revenue, interest, consequential, incidental or special damages or additional cost which arise out of, or in connection with, this MOU.

In witness whereof, the Parties have concluded the present MOU in 2 (two) English-language original copies and appended their signatures thereto.

**FOR THE SECRETARIAT OF THE
CONVENTION ON
INTERNATIONAL TRADE IN
ENDANGERED SPECIES OF WILD
FAUNA AND FLORA (CITES),**

**FOR THE INTERNATIONAL AIR
TRANSPORT ASSOCIATION
(IATA),**

Miami, 8 June 2015



**John E. Scanlon,
Secretary-General**

Miami, 8 June 2015



**Antony Tyler
Director General & CEO**