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MEMORANDUM OF UNDERSTANDING

BETWEEN

THE UNITED NATIONS ENVIRONMENT PROGRAMME

AND

THE SOUTHERN AFRICAN DEVELOPMENT COMMUNITY SECRETARIAT

**FOR COOPERATION IN THE SUPPORT OF ENVIRONMENT AND NATURAL RESOURCES
MANAGEMENT**

PREAMBLE

This Memorandum of Understanding (“MOU”) is entered into between the Secretariat of the Southern African Development Community (hereinafter referred to as “SADC Secretariat”), having its Offices at the SADC Headquarters, Plot No. 54385, Central Business District, Private Bag 0095, Gaborone, Botswana, and the United Nations Environment Programme (hereinafter referred to as “UNEP”), having its headquarters at P.O. Box 30552, UN Avenue, Gigiri, Nairobi, Kenya.

SADC Secretariat and UNEP are hereinafter jointly referred to as the “Parties”.

WHEREAS SADC is an international organisation established under the 1992 Treaty Establishing the Southern African Development Community as amended, comprising 16 Member States committed, with a mission to promote sustainable and equitable economic growth and socio-economic development through efficient, productive systems, deeper co-operation and regional integration, good governance, and durable peace and security; so that the region emerges as a competitive and effective player in international relations and the world economy.

WHEREAS the SADC Secretariat has a mission to provide strategic expertise and co-ordinate the harmonization of policies and strategies to accelerate Regional Integration and Sustainable Development; and the mandate, within others, to provide strategic planning and management of the SADC programmes, and representation and promotion of SADC vision.

WHEREAS the UNEP is the leading global environmental authority that sets the global environmental agenda, promotes the coherent implementation of the environmental dimension of sustainable development within the United Nations system and serves as an authoritative advocate for the global environment.

WHEREAS the UNEP Regional Office for Africa (hereinafter referred to as “Africa Office”) has as its mandate to strengthen cooperation in environmental sustainability, particularly in terms of integrating the three dimensions of sustainable development, by effectively implementing the 2030 Agenda at the regional, sub-regional and national levels in the African region. Africa Office guides and coordinates UNEP responses to regional, sub-regional and national needs and priorities through capacity building and technical support at all levels. It engages with governments in policy dialogue; coordinates with other regional and sub-regional organisations; Regional Economic Communities; government institutions and ministerial fora; United Nations Country and Regional Teams; major groups and stakeholders; private sector; local authorities as well as regional centers of excellence to strengthen coherence, build synergies, enhance integration and facilitate the mobilization of resources to ensure environmental sustainability at the national level.

WHEREAS the Parties share common objectives with regard to the conservation, protection, enhancement and support of environment and natural resources management, including biological diversity worldwide, and wish to collaborate to further these common goals and objectives within their respective mandates and governing rules and regulations.

WHEREAS the Parties intend to conclude this MOU with the aim of consolidating, developing and detailing their cooperation and effectiveness to achieve the common objectives in the field of environment.

NOW, THEREFORE, the Parties agree to cooperate as follows:

Article 1 Interpretation

1. References to this MOU will be construed as including any Annexes, as varied or amended in accordance with the terms of this MOU. Any Annexes will be subject to the provisions of this MOU, and in case of any inconsistency between an Annex and this MOU, the latter will prevail.
2. Implementation of any subsequent activities, projects and programmes pursuant to this MOU, including those involving the transfer of funds between the Parties, will necessitate the execution of appropriate legal instruments between the Parties. The terms of such legal instruments will be subject to the provisions of this MOU.
3. This MOU represents the complete understanding between the Parties and supersedes all prior MOUs, communications and representations, whether oral or written, concerning the subject matter of this MOU.
4. Any Party's failure to request implementation of a provision of this MOU will not constitute a waiver of that or any other provision of this MOU.

Article 2 Purpose

1. The purpose of this MOU is to provide a framework of cooperation and understanding, and to facilitate collaboration between the Parties to further their shared goals and objectives regarding air quality, waste and pollution, chemicals management, biodiversity and natural heritage (including Green Economy), cultural heritage, sustainable land management, marine and inland water resources (Blue Economy), climate change, environmental governance, capacity building, technology transfer and other sustainable development aspects or processes.
2. The objectives of this Memorandum of Understanding will be achieved through:
 - a. regular dialogue and annual meetings between the Parties;
 - b. execution of a separate legal instrument between the Parties to define and implement any subsequent activities, projects and programmes.

Article 3 Areas of Cooperation

1. Areas of Cooperation will be agreed jointly through the cooperation mechanism in the MOU. Priorities under this MOU may also be jointly reviewed on a regular basis, specifically after every two years, by the Parties to allow the Parties to respond to new emerging issues in the realm of environment and sustainable development.
2. The Parties agree to cooperate in the following areas of activity:

- a. Collaborate in implementing African Ministerial Conference on the Environment (AMCEN) and United Nations Environment Assembly (UNEA) decisions.
- b. Collaborate in the implementation of the Multilateral Environmental Agreements (MEAs) and Regional Declarations, including in customizing or draw on UNEP tools and mechanisms, ratification and implementation of MEAs and key Declarations.
- c. Strengthening regional environmental governance, including in establishing environmental networks for capacity building and sharing of experience with respect to national policies and legislations.
- d. Development of joint regional programmes/projects and resource mobilisation for common programmatic areas; and
- e. Collaborate in other key programmatic areas of interest such as: (i) climate change (ii) chemicals and hazardous wastes management; (iii) sustainable consumption and production; (v) sustainable land management-(vi) disasters and environment security; (vii) cultural heritage; (viii) Blue, Green and Circular Economies; (ix) technology transfer; (x) industrial development (xi) sustainable development processes.

Article 4 Organisation of the Cooperation

1. The Parties will on an annual basis or as necessary hold bilateral meetings on matters of common interest, in accordance with an agenda agreed to in advance by the Parties, for the purpose of developing an action plan based on the programmatic areas agreed upon to operationalise the cooperation and monitoring collaborative initiatives, activities and projects.
2. The purpose of the meetings referred to in Article 4(1) above will be to discuss technical and operational issues related to furthering the objectives of this MOU; and
3. Within the context defined above, technical will be set up on an ad hoc basis as deemed necessary by the SADC Secretariat and UNEP to address matters of common interest for the implementation of activities in specific areas.
4. Where one Party is organising a meeting with external participation at which policy matters related to the aims of this MOU will be discussed, the Party will, as appropriate, either invite the other Party to participate in the meeting or update it on relevant policy matters discussed at the meeting. Each Party undertakes to share knowledge and information in its area of operations and expertise relevant to the MOU with the other Party.

Article 5 Status of the Parties and their Personnel

1. The Parties acknowledge and agree that SADC is an entity separate and distinct from the

United Nations, including UNEP. The employees, personnel, representatives, agents, contractors or affiliates of SADC, including the personnel engaged by SADC for carrying out any of the project activities pursuant to this MOU, shall not be considered in any respect or for any purposes whatsoever as being employees, personnel, representatives, agents, contractors or affiliates of the United Nations, including UNEP, nor shall any employees, personnel, representatives, agents, contractors or affiliates of UNEP be considered, in any respect or for any purposes whatsoever, as being employees, personnel, representatives, agents, contractors or affiliates of SADC.

2. Neither Party shall be entitled to act, and/or make binding declarations on behalf of the other Party. Nothing in this MOU shall be deemed to constitute a joint venture, agency, interest grouping or any other kind of formal business grouping or entity between the Parties.

Article 6 Resource Mobilization

1. To the extent permitted by the Parties' respective regulations, rules and policies, and as will be agreed upon, and subject to sub-article 2, the Parties may engage in resource mobilization from the public and private sectors to support the activities, projects and programmes to be developed or carried out pursuant to this MOU.
2. Neither Party shall engage in resource mobilization with third parties in the name of or on behalf of the other, without the prior express written approval of the other Party in each case.

Article 7 Intellectual Property Rights

1. Nothing in the MOU shall be construed as granting or implying rights to, or interest in, intellectual property of the Parties.

Article 8 Use of Name and Emblem

1. Neither Party shall use the name, emblem or trademarks of the other Party, its subsidiaries and/or affiliates, or any abbreviation thereof, in connection with its business or for public dissemination without the prior expressly written approval of the other Party in each case. In no event shall authorisation of SADC Secretariat, and the UN or UNEP names or emblems be granted for commercial purposes.
2. SADC Secretariat acknowledges that it is familiar with the independent, international and impartial status of the UN and UNEP, and recognises that their names and emblems may not be associated with any political or sectarian cause or otherwise used in a manner inconsistent with the status of the UN and UNEP.
3. UNEP acknowledges that it is familiar with the independent, international and impartial status of SADC, and recognises that its name, logo and acronym may not be associated with any political or sectarian cause or otherwise used in a manner inconsistent with the status of SADC.

4. The Parties agree to recognise and acknowledge this partnership, as appropriate. To this end, the Parties will consult with each other concerning the manner and form of such recognition and acknowledgement.

Article 9 Privileges and Immunities

1. Nothing in or relating to this MOU will be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs.
2. Nothing in or relating to this MOU will be deemed a waiver, express or implied, of any of the privileges and immunities of SADC.

Article 10 Confidentiality

1. The handling of information will be subject to each Party's corporate confidentiality policies.
2. Before disclosing internal documents, or documents that by virtue of their content or the circumstances of their creation or communication must be deemed confidential, of the other Party to third parties, each Party will obtain the express, written consent of the other Party.
3. For UNEP, a principal or subsidiary organ of the United Nations established in accordance with the Charter of the United Nations shall be deemed to be a legal entity under common control.
4. For the SADC Secretariat, The Treaty Establishing the Southern African Development Community (SADC), the main legal premise of the Organization as registered with the Secretariat of the United Nations shall be deemed to be a main legal Framework.

Article 11 Responsibility

1. Each Party will be responsible for dealing with any claims or demands arising out of its actions or omissions, and those of its respective personnel, in relation to this MOU.

Article 12 Dispute Settlement

Any disputes between the SADC Secretariat and UNEP arising out of, or relating to, this MOU shall be settled amicably by the Parties.

Article 13 Notification and Amendments

1. Each Party will promptly notify the other in writing of any anticipated or actual material changes that will affect the execution of this MOU.

- 2. The Parties may amend this MOU by mutual written agreement, which shall be appended to this MOU and become an integral part of it.

Article 14
Duration

This MOU shall be effective upon the last date of signature of the approving officials and remain in force for five years, unless terminated in accordance with Article 15 below.

Article 15
Termination

- 1. Either Party may terminate this MOU by giving 6 months' prior written notice to the other Party.
- 2. Upon termination of this MOU, the rights and obligations of the Parties defined under any other legal instrument executed pursuant to this MOU shall cease to be effective, except as otherwise provided in this MOU.
- 3. In the event of termination of the MOU, any project documents concluded pursuant to this MOU, may also be terminated in accordance with the termination provisions contained in such agreements. In such case, the Parties shall take the necessary steps to ensure that the activities carried out under the MOU and project documents are brought to a prompt and orderly conclusion.
- 4. Upon termination, the Parties shall cease to enjoy any rights and benefits under this MOU but shall each be obligated to honour or settle their outstanding obligations under the MoU. The obligations under Articles 7-12 do not lapse upon expiry, termination of this MOU.

IN WITNESS WHEREOF, the duly authorised representatives of the Parties affix their signatures below.

For: The United Nations Environment Programme

For: Secretariat of the Southern Development Community (SADC)


Name: Juliette Biao Koudenoukpo

Name: Dr. Stergomena Lawrence Tax

Title: Director & Regional Representative

Title: Executive Secretary

Africa Office


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Signature:


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Signature:

Date:10/03/2021.....

Date: 01 March 2021