

DRAFT

MEMORANDUM OF UNDERSTANDING ON PORTALS FOR AWARENESS-RAISING

(Draft as at 30 April 2014)

RECALLING that for the Convention on Biological Diversity “Each Contracting Party shall, as far as possible and as appropriate, cooperate with other Contracting Parties, directly or, where appropriate, through competent international organizations, in respect of areas beyond national jurisdiction and on other matters of mutual interest, for the conservation and sustainable use of biological diversity” (Article 5); and

NOTING that such cooperation is required specifically for “developing educational and public awareness programmes” (Article 13b) and to “facilitate the exchange of information, from all publicly available sources, relevant to the conservation and sustainable use of biological diversity” (Article 17); and

ACKNOWLEDGING also the CBD commitments of Parties to activities for identification and monitoring of components of biological diversity (Article 7), *in situ* management of biological resources (Article 8c), eradication of alien species (Article 8h), support for local populations to develop and implement remedial action in degraded areas where biological diversity has been reduced (Article 10d), and encouragement of cooperation between its governmental authorities and its private sector in developing methods for sustainable use of biological resources (Article 10e).

MINDFUL of Principle 14 in the Addis Ababa Principles and Guidelines for Sustainable use (CBD VII.) that “Education and public awareness programmes on conservation and sustainable use should be implemented and more effective methods of communications should be developed between and among stakeholders and managers” and of Malawi Principle 11 that “The ecosystem approach should consider all forms of relevant information, including scientific and indigenous and local knowledge, innovations and practices; while also

CONSIDERING Aichi Strategic goal E, which calls for participatory planning, knowledge management and capacity building, includes undertakings by 2020, “the traditional knowledge, innovations and practices of indigenous and local communities relevant for the conservation and sustainable use of biodiversity, and their customary use of biological resources, are respected ... and fully integrated and reflected in the implementation of the Convention with the full and effective participation of indigenous and local communities” (Target 18) and that “knowledge, the science base and technologies relating to biodiversity, its values, functioning, status and trends, and the consequences of its loss, are improved, widely shared and transferred, and applied (Target 19); and

APPRECIATING ALSO the requirements in the Aarhus Convention, on Access to Information, Public Participation in Decision-Making and Access to Justice in Environmental Matters, for public authorities to possess and update environmental information relevant to their activities (Article 5a) and for the public to be warned about imminent environmental threats without delay (Article 5c) and to be kept generally informed and consulted on environmental developments (Articles 6 & 7); while

AWARE of publication in Proceedings of the National Academy of Sciences that main factors associated with satisfactory sustainable use, conservation of biodiversity and ecosystem services were knowledge leadership and linked adaptive management; but

CONCERNED that, although the European Union project to design a Transactional Environmental Support System showed a high requirement for biodiversity knowledge and forecasting at local administrative level, very little knowledge technology was being transferred to local authorities and stakeholders.

THEREFORE the Signatories to this Memorandum of Understanding **HAVE DECIDED** as follows:

Scope and Definitions

1. For the purpose of this Memorandum of Understanding:

- a) "Portal" means an internet system that supplies and receives data, other information and services (including hypertext links to other portals, web-sites and applications);
- b) "Decision support" means support based on rules or modelled predictions that guides actions by individuals and groups based on their inputs of data and other information;
- c) "Local administration" means an elected or appointed entity at the lowest level of government (i.e. LAU1 or LAU2) or non-government organisation (e.g. local club);
- d) "Local community" means the citizens informed and guided by a local administration;
- e) "Conservation" means the protection, management, including sustainable use, and restoration of species and their habitats, in accordance with the objectives and principles of the Convention of Biological Diversity (CBD);
- f) "Ecosystem", "Habitat" and "Sustainable use" are defined as in the CBD;
- g) "Federative organisation" means a non-government organisation at national or international level to which discrete organisations at lower levels are affiliated;
- h) "Country Coordinator" (CoCo) means a member of IUCN's Commissions who is responsible for portal operation, including translation, in a sovereign state;
- j) "Thematic Coordinator" means a member of IUCN's Commissions who liaises with Specialist groups or Federative Organisations to obtain thematic portal content;
- k) "Subscription" means a payment made regularly for use of portal services.

2. The Founder Signatories to this Memorandum of Understanding are the sovereign state and other international organisations listed in Annex 1 below.

3. Signatories may be added in Annex 2 by vote of the Signatories in Annex 1 and 2.

4. The Annexes form an integral part of this Memorandum of Understanding.

Fundamental Objectives

5. To adopt, create and operate internet portals which:

- (a) provide local communities, administrations and citizens with information on the environment, energy, transport, education, health, employment, recreation and social development, and relationships between these aspects of their lives, as accurately as possible and without bias from political, commercial or other special interests;

- (b) motivate local communities, administrations and citizens to contribute local knowledge that generates information and decision support for conservation and sustainable use of land, water, wildlife, other natural resources and ecosystem services in general, and for development of the livelihoods, health, recreation, shelter, thoroughfares, fuel and other energy based on these riches of nature;
- (c) work with government, civic organisations and scientists at all levels from global to local to support adaptive and evidence based governance and management;

Management Group

- 6. The operation of the portals will be managed between Meetings of the Signatories by a team of management organisations listed in Annex 3.
- 7. Management organisations may be added and removed by vote of the Signatories.

Roles of Management

- 8. Management organisations are responsible for operation of the portals to meet the Fundamental Objectives, in accordance with the Memorandum of Understanding and other instructions provided at Meetings of Signatories.
- 9. Management organisations appoint and finance a Secretariat.
- 10. Secretariat and management organisations act within states in close cooperation with country coordinators, and in agreement with relevant national signatories.
- 11. Secretariat and management organisations act with thematic coordinators to generate portal content.
- 12. Management organisations may draw audited costs of labour and other necessary expenses, including those required for Secretariat, after repayment of audited set-up costs to initial management organisations.
- 13. The initial portal to be managed is <http://www.naturalliance.eu>, with other portals being added by vote of the Signatories in Annex 1 and 2.
- 14. Signatories and management organisations may provide software services through the portal provided that:
 - (i) the software can be operated in all local languages represented on the portals;
 - (ii) the software already operates in at least 5 languages represented on the portals;
 - (iii) at least 20% of any income from the services is provided for further translation and site improvement.The first such service is the <http://sycl.net> communication system for local communities.

Observers

- 15. International federative organisations representing activities cited in the Fundamental Objectives may be elected as Observers of the Memorandum of Understanding by vote of the Signatories in Annex 1 and 2. Founder and Additional Observers are listed in Annex 4.

Finance

16. Portal income consists primarily of:

- (a) subscriptions for portal services approved by Signatories (see Annex 5); and
- (b) contracts from Signatories and other sources approved by Signatories for information and services delivered through the portals; but also
- (c) grants from Signatories and other sources approved at Meetings of the Signatories.

17. Management organisations, country coordinators and thematic coordinators are paid from portal income, including levies for translation of services delivered through the portals.

Meetings of the Signatories

18. The Meeting of Signatories is the ultimate decision-making body of this Memorandum of Understanding. The Meeting will elect a Chairman and consider for adoption the rules of procedure recommended by the Secretariat.

19. Meetings of the Signatories are at intervals of not less than 2 years.

20. Meetings may be held by teleconferencing, but physical meetings at locations agreed by the Signatories must be held at intervals of not less than 5 years; physical meetings will be arranged wherever possible to coincide with other appropriate gatherings where the relevant representatives would be present.

21. Voting is by consensus of Founder Signatories and majority vote of Additional Signatories, requiring assent in each case, and may be electronic.

General Measures

22. With a view to promoting the widespread adoption of the information portals, Signatories may encourage other state and international organisations to sign this Memorandum of Understanding and will cooperate among themselves to:

- a) assess training requirements for implementing the Fundamental Objectives and, in cooperation with others where possible, develop training programmes;
- b) take actions to raise awareness and understanding of the objectives and provisions of this Memorandum of Understanding;
- c) encourage research to contribute to assist the meeting of the objectives, especially through harmonization of research and monitoring methods and, where appropriate, the establishment of joint or cooperative research and monitoring programmes;
- d) exchange information and the results from research, monitoring, conservation and education programmes; and
- e) assist each other generally to implement this Memorandum of Understanding.

Implementation and Reporting

23. Each Signatory will designate a contact point for all matters relating to the implementation of this Memorandum of Understanding; and communicate the name and address of that contact point to the Secretariat.

24. The first session of the Meeting of the Signatories will be convened as soon as funds permit or within three years after the Memorandum of Understanding has become effective through signature of all the Founders.

25. At the first session, the Secretariat will present a schedule of regular progress reports, and will before further meetings compile progress reports and make them available to all Signatories, Observers, Country Coordinators and Thematic Coordinators.

Final Provisions

26. This Memorandum of Understanding is concluded for an indefinite period.

27. The Signatories will review at each session of the Meeting of Signatories this Memorandum of Understanding, including the operational, administrative and institutional arrangements for implementation

28. This Memorandum of Understanding may be amended at any Meeting of the Signatories. Any amendment adopted will become effective on the date of its adoption by the Meeting. The Secretariat will communicate the text of any amendment so adopted to all Signatories, Observers, Country Coordinators and Thematic Coordinators.

29. Nothing in this Memorandum of Understanding will bind any of the Signatories either jointly or severally.

30. Any Signatory may withdraw from this Memorandum of Understanding by written notification to the Secretariat. The withdrawal will take effect for that Signatory six months after the date on which the Secretariat has received the notification.

31. The Secretariat will be the Depository of this Memorandum of Understanding.

32. The working language for Meetings and associated documents for this Memorandum of Understanding will be English; all languages represented on the portals may be used for other communications.

Signed at xxxxxxx, on xxxxxxx:
Signatory and Authority Represented:

Annex 1.

The Founder Signatories to this Memorandum of Understanding are:

Austria

[Poland] tbc

[Slovenia] tbc

United Kingdom

Potential co-signatories include international government and non-government organisations that are existing advisors and observers for the Naturalliance portal.

Annex 2.

Additional Signatories to this Memorandum of Understanding are:

Annex 3.

The Management Organisations for this Memorandum of Understanding are:

Anatrack Ltd,

European Sustainable Use Group

Game and Wildlife Conservation Trust

Tero Ltd.

Annex 4.

The Observer Organisations for this Memorandum of Understanding are:

International government and non-government organisations that are existing advisors and observers for the Naturalliance portal and who may not be MoU co-signatories.

Annex 5.

Initial primary income will be bottom-up, in the form of annual subscriptions from local administrations and clubs to the System for Community Liaison. Subscription for the site alone with web-based instruction (on-line tutorial and help) will be €99, with a €48 fee for individual support and charges for digital storage above a reasonable threshold.

To encourage rapid roll-out, and compensate for translation of the back-office (some 3000 words) and work to create the first state-language site, 50% of fees will be apportioned to Country Coordinators (including an administrative commission to ESUG) for the first 100 users in each country. This commission for Country Coordinators and ESUG will decline to a third of subscriptions for the following 100 users and thereafter be one fifth of subscriptions.

The remainder of subscriptions will be used on a non-profit basis, with priorities:

- a. To support further development of the system
- b. To refund development costs of the system
- c. To fund Naturalliance and associated environmental decision support
- d. Research to fill gaps in environmental decision support