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**Memorandum of Understanding (MoU)**  
**between the Secretariats of**  
**the International Tropical Timber Organization (ITTO)**  
**and**  
**the United Nations Convention to Combat Desertification (UNCCD)**

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The present Memorandum of Understanding (hereinafter referred to as “MoU”) is concluded between:

The Secretariat of the International Tropical Timber Organization (hereinafter referred to as “ITTO”), an intergovernmental organization established by the International Tropical Timber Agreement which was negotiated and adopted under the aegis of the United Nations Conference on Trade and Development (UNCTAD), having its office at 1-1-1, Minato-mirai, Nishi-ku, Yokohama, Japan, represented by its Executive Director, Mr. Emmanuel Ze Meka.

and

The Secretariat of the United Nations Convention to Combat Desertification (hereinafter referred to as “UNCCD”), an international organization established by the United Nations Convention to Combat Desertification, which entered into force on 26 December 1996, and having its headquarters at Hermann-Ehlers-Strasse 10, 53113 Bonn, Germany, represented by its Executive Secretary, Mr. Luc Gnacadja.

ITTO and UNCCD are hereinafter jointly referred to as the “Parties”.

The Parties:

**Considering** the importance of sustainable management of tropical dry forests for the conservation of biodiversity, soil and water resources as well as for the achievement of the Millennium Development Goals in these critical areas, including for the provision of goods and services to support livelihoods at local, national, and international levels;

**Recognizing** the Parties’ common interest in reducing poverty and supporting sustainable development through initiatives related to sustainable forest management and sustainable land use management in the tropics;



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***Taking into account*** that all ITTO consumer and producer member countries, signatories of the International Tropical Timber Agreement (ITTA), are also members and signatories of the United Nations Convention to Combat Desertification (UNCCD);

***Recalling*** that the objective of the International Tropical Timber Agreement is to promote the expansion and diversification of international trade in tropical timber from sustainably managed and legally harvested forests and promoting the sustainable management of tropical timber producing forests by, amongst others, contributing to sustainable development and to poverty alleviation;

***Recalling*** ITTC Decisions 13(XXIX) and 7(XXX) on enhancing the role of ITTO in international and regional organizations and forums;

***Further recalling*** the ITTO Action Plans, Biennial Work Programmes and Thematic Programmes on: (1) tropical forest law enforcement, governance and trade, (2) reducing deforestation and forest degradation and enhancing environmental services in tropical forests, (3) community forest management and enterprises, (4) trade and market transparency, and (5) industry development and efficiency to promote sustainable forest management ;

***Recalling*** the objective of the UNCCD to combat desertification, land degradation and mitigate the effects of drought in the drylands by improving the living conditions of the affected populations and ecosystems;

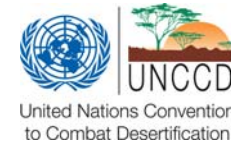
***Taking note*** of decision 8/COP.9 of UNCCD to continue coordinating its cooperation with United Nations and other international organizations with a view to strengthening their involvement in the implementation of the Convention including by fostering advocacy policy frameworks to address the adverse impacts of desertification/land degradation and drought;

***Recalling*** the significance of the United Nations Decade for Deserts and the Fight against Desertification 2010–2020 to promote actions that will protect the world's drylands from further deterioration and degradation into deserts;

***Further recalling*** the 10-year strategic plan and framework to enhance the implementation of the Convention, 2008–2018 (“The Strategy”), whose vision is: “The aim for the future is to forge a global partnership to reverse and prevent desertification/land degradation and to mitigate the effects of drought in affected areas in order to support poverty reduction and environmental sustainability”; and its strategic objective of mobilizing resources to support implementation of the Convention through building effective partnerships between national and international actors;

***Recognizing*** the advantage of establishing a framework for collaboration and cooperation between the Parties, in accordance with their respective objectives and mandates;

***Noting*** that a framework for joint cooperation between the Parties will enhance the support to governments and other targeted beneficiaries in restoration and sustainable management of dry forests in the tropics;



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Have reached the following understanding:

## **1. Objective**

1.1 This MoU is aimed at facilitating the implementation of joint activities based on the restoration and sustainable management of dry tropical forest resources of ITTO developing member countries, within the ITTO Action Plans, Biennial Work Programmes and the Thematic Programmes; and The Strategy of the UNCCD and the ongoing UNCCD work programme to enhance understanding of the inter-linkages between implementation of the UNCCD and addressing forestry issues and the related cross-sectoral forest governance issues.

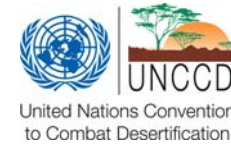
1.2 The key purpose of this MoU over the next three years is to:

- 1.2.1 Identify, develop and implement targeted joint activities for the restoration and sustainable management of dry tropical forests in support of the overall sustainable development of ITTO developing member countries, in accordance with their national development policies and strategies, including the National Action Programmes to Combat Desertification (NAPs);
- 1.2.2 Promote capacity building in ITTO and UNCCD developing member countries and facilitate information exchange between the Parties and interested countries, to advance the implementation of sustainable forest management and sustainable land use management in dry tropical areas.

## **2. Areas of Cooperation**

2.1 The Parties identify the following potential areas for their joint actions and cooperation in the field of sustainable management of dry tropical forest lands:

- 2.1.1 Promotion of forest landscape restoration in dry tropical areas to support sustainable livelihoods, biodiversity, soil and water conservation, as well as mitigation and adaptation to climate change;
- 2.1.2 Exploration of collaborative activities with other initiatives directed to support sustainable management of natural resources and land use planning in dry tropical landscapes, in harmony with nature where both biodiversity and human well-being are maintained harmoniously, such as the Satoyama Initiative;
- 2.1.3 Development of economic incentives and provision of alternative livelihoods for reducing deforestation and degradation of dry tropical forests;
- 2.1.4 Improvement of forest governance to support sustainable management of dry tropical forest lands;
- 2.1.5 Assessment and monitoring of degradation, deforestation, biodiversity loss and carbon emissions in the dry areas of the tropics;
- 2.1.6 Support of regional collaboration and North-South, South-South and Triangular Cooperation;
- 2.1.7 Joint activities for dissemination of information and sharing of experiences in the field of sustainable forest management and land use in the dry tropical forests.



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### **3. Resource Mobilization**

The Parties shall consult with each other to determine the availability of resources for implementing the activities under this MoU and the most equitable way of meeting such expenditures, including joint fund-raising.

### **4. Visibility**

The Parties recognize that the cooperative arrangements and joint activities should be result-oriented and visible to the public. The Parties duly acknowledge their roles and contributions in all public information documentation relating to such cooperation and the use of their names and emblems in documentation related to the cooperation in accordance with their institutional policies, and subject to their prior written agreement.

### **5. Duration and Reporting**

5.1 The MoU will enter into force on the date of its signing by the Parties for a period of three years. The MoU may be extended by mutual agreement, subject to availability of funds. Possible joint activities for the period 2012–2014 are identified in Annex 1, which forms an integral part of this MoU. This list will be jointly reviewed and updated as deemed necessary.

5.2 The annual reports on the implementation of the MoU will be presented to the Conference of Parties of the UNCCD, including its subsidiary bodies, and to the International Tropical Timber Council (ITTC) at its regular sessions, as appropriate.

5.3 The Parties will nominate a focal point as official contact and through these formal communications the effectiveness of this arrangement will be reviewed on an annual basis to decide on appropriate steps to keep it dynamic and effective.

### **6. Dispute Settlement**

Any dispute arising out of or in connection with this MoU shall be settled amicably among the Parties. Should attempts at amicable negotiations fail, any such dispute shall, upon request by either Party, be referred to arbitration in accordance with the United Nations Commission on International Trade Law (UNCITRAL) arbitration rules then prevailing.

### **7. Official emblems and logos**

Neither Party shall use the name, emblem or trademarks of the other Party, its subsidiaries, affiliates, and/or authorized agents, or any abbreviation thereof, in publications and documents produced by the Parties, without the express prior written approval of the other Party.



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## **8. Intellectual Property Rights**

The Parties shall consult with each other regarding the Intellectual Property Rights as appropriate relating to any project or benefits derived thereof in respect of activities carried out under this MoU or a separate legal instrument pursuant to this MoU.

## **9. Privileges and Immunities**

Nothing in or relating to this MoU shall be deemed a waiver, express or implied, of any of the privileges and immunities of ITTO or UNCCD, the United Nations, including its subsidiary organs.

## **10. Notification and Amendments**

10.1. Each Party shall notify one another in writing of any proposed or actual changes that the Party deems necessary in connection with this MoU.

10.2. Upon receipt of such request, the other Party shall consult with a view to reaching an agreement on any actual or proposed measure(s) suggested by the other Party under sub-article 10.1 above.

10.3. This MoU may be amended only by mutual agreement of the Parties reflected in writing.

## **11. Validity and Termination**

11.1 This MoU shall become effective on the date of signature.

11.2 This MoU may be terminated by either of the Parties by giving 3 (three) months' prior notice to the other Party in writing. This MoU shall remain effective for such period thereafter as is necessary for all matters relating to any of its provisions to be settled.

11.3 Unless agreed otherwise, upon termination of this MoU, the rights and obligations of the Parties defined under this MoU or any other legal instrument pursuant to this MoU, will cease to be effective.

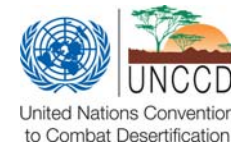
**Done in Durban, South Africa, 7 December 2011**

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**Luc Gnacadja**  
Executive Secretary  
UNCCD

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**Emmanuel Ze Meka**  
Executive Director  
ITTO

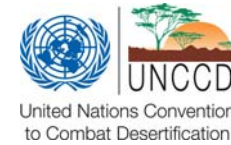


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### Annex 1: Activities 2012–2014

Subject to the availability of financial resources, joint activities for 2012–2014 may include:

Action / Deliverables	Responsible Unit		Timeframe
	UNCCD	ITTO	
1. Organization of a joint capacity building and information event for knowledge management and information sharing on forest landscape restoration (FLR), sustainable forest management (SFM) and its relevance for sustainable land use in tropical dry forest areas;	<b>PAGI / COSE</b>	<b>RFM</b>	<b>2013</b>
2. Dissemination and implementation of ITTO “Guidelines for the restoration, management and rehabilitation of degraded and secondary tropical forests” through the NAPs and other capacity building actions / events and joint field projects, in collaboration with the Global Partnership on Forest Landscape Restoration (GPFLR). This activity can include the development of model project demonstration areas for dissemination of best practices to combat deforestation and forest degradation in dry forest areas of the tropics, contributing to revert forest cover loss and desertification trends;	<b>RCF / PAGI</b>	<b>RFM</b>	<b>2012</b>
3. Promotion and advocacy of knowledge dissemination and information sharing on conservation and sustainable use of dry tropical forest resources through the ITTO quarterly “Tropical Forest Update”, and other media, such as the inclusion within ITTO of elements of forest degradation in drylands and best practices for assessing them, into the Future Global Forest Resources Assessment and the respective organizations’ web sites;	<b>KMST / ARCE / PAGI</b>	<b>RFM</b>	<b>2012-14</b>



<p>4. Coordination as regards the forests priorities contained in the NAPs in the context of the ITTO Thematic Programmes and the national and regional action programmes under the UNCCD, aligned with the UNCCD 10-Year Strategy: Development and implementation of joint activities in tropical countries of common interest, on issues such as forest fire prevention, management; and development of regional early warning and detection systems;</p>	<p><b>RCF</b></p>	<p><b>RFM</b></p>	<p><b>2012-14</b></p>
<p>5. Working with partners in similar initiatives, e.g <i>Satoyama</i>, to promote, at both the policy level as well as the field level, collaborative projects in dry forest socio-ecological production landscapes in the tropics; and propose and secure partners / funding for joint research, policy development and training (workshops and manuals) on restoring tropical dry forests;</p>	<p><b>ARCE / PAGI</b></p>	<p><b>RFM</b></p>	<p><b>2012-14</b></p>
<p>6. Joint promotion of broader partnerships for market-based approaches to measure the value of dry tropical forests through assessing the costs of inaction, the payment of environmental services, and the costs of restoration of degraded and secondary forests; options include carbon sequestration and carbon stocks; cooperation on dry forests opportunities forestry and forest products;</p>	<p><b>EDM / PAGI</b></p>	<p><b>RFM</b></p>	<p><b>2012-14</b></p>
<p>7. Proposing joint activities for capacity building, dissemination of information and sharing of experiences in the field of sustainable management of dry tropical forests, including sustainable production of biofuels and non-wood forest products; Organize dialogues and capacity building activities on forest degradation and secure collaboration on future CPF/FAO definitions on dryland/arid zone forestry for their inclusion into the NAPs;</p>	<p><b>RCF / PAGI</b></p>	<p><b>RFM</b></p>	<p><b>2012-14</b></p>



8. Discussing/advocating/harmonizing the ITTO Criteria and Indicators with UNCCD indicators for the sustainable use and conservation of dry tropical forests;	<b>KMST</b>	<b>RFM</b>	<b>2012-14</b>
9. Closely support ITTO monitoring and contribution on existing member countries' practices for improving degraded forests. UNCCD participating at ITTO technical meetings to review results on assessment and reporting on dry forest degradation;	<b>KMST / FCMI</b>	<b>RFM</b>	<b>2012-14</b>
10. Develop further coordination at the programmatic level for the review and formulation of common positions and contributions to, among others, biodiversity indicators and UN-REDD and tropical dry forests. The UNCCD and ITTO may produce common positions on dry forests areas in their respective sessions, at CPF, UNFF and other forestry related congresses and meetings, focusing on forest financing of arid, semi-arid and dry sub-humid zones;	<b>PAGI / ARCE</b>	<b>RFM</b>	<b>2012-14</b>
11. Collaboration in selected activities under the UN Decade for Deserts and the Fight against Desertification (2010–2020).	<b>ARCE</b>	<b>RFM</b>	<b>2012-14</b>

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