

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE UNITED NATIONS ENVIRONMENT PROGRAMME
AND
THE INTERNATIONAL LAKE ENVIRONMENT COMMITTEE FOUNDATION**

WHEREAS the United Nations Environment Programme (hereinafter referred to as UNEP) is the leading organization within the United Nations System in the field of the environment at the global and regional level, with the mandate of providing leadership and encouraging partnerships in caring for the environment by keeping the global environment under review, and by inspiring, informing and enabling nations and peoples to improve their quality of life without compromising that of future generations. A major focus of its global mandate is the conservation, protection and support of nature and its natural resources, including biodiversity and freshwater, worldwide, and whereas UNEP undertakes the goal of contributing substantively to environmental sustainability in managing water resources, including a special focus on environmentally sustainable management of freshwater lake/reservoir basins.

WHEREAS UNEP's Division of Early Warning and Assessment-(DEWA) has the mandate to lead science and scientific assessments that provide required data and information to conserve, protect and support nature and its natural resources, including biodiversity and freshwater, worldwide.

WHEREAS the International Lake Environment Committee Foundation (hereinafter referred to as ILEC) was established in 1986 by Shiga Prefecture, Japan and authorized as an incorporated foundation by the Government of Japan. It has the continuing mission of advancing international cooperation for conserving lake environments and promoting environmentally-sound management of world lakes through encouraging investigations and research on rational methods for achieving harmony between environmental management and sustainable development, and scientific knowledge on lake environments internationally.

WHEREAS UNEP and ILEC (hereinafter collectively referred to as "Parties") share common goals and objectives with regard to conserving, protecting, enhancing and supporting nature and its natural resources, including biodiversity and freshwater, worldwide, consistent with UNEP's vital concern in achieving a global understanding of lakes and their watersheds, as a means of moving closer to a broad-based awareness of the importance of lakes worldwide.

Recalling;

- 1) the vital concern expressed by UNEP regarding the need not only for achieving a global understanding of lakes and their watersheds, but also for pursuing training, research, and accumulating and disseminating information, and facilitating broad-based awareness of the importance of lakes worldwide, with a special focus on environmentally-sustainable management of freshwater lake/reservoir basins;
- 2) that the Parties have undertaken a number of collaboration projects focusing on

sustainable management of lakes and reservoirs, including the “Survey of the State of World Lakes,” initiated and implemented by ILEC, with financial support and technical collaboration from UNEP, resulting in the publication of the “Data Book of the World Lakes” in 1989, and preparation of a series of guideline books on research and management of lakes and reservoirs;

- 3) that the Parties jointly initiated the process of developing the World Lake Vision at the 9th World Lake Conference, held on the shores of Lake Biwa, Japan, in 2001, and successfully launched the World Lake Vision (WLV) at the 3rd World Water Forum in 2003, subsequently contributing to their joint efforts in developing the fundamental conceptual framework for Integrated Lake Basin Management (ILBM);
- 4) That the ILBM concept has evolved from the GEF-supported, ILEC-implemented “Lake Basin Management Project,” a survey and detailed analysis of lake basin management experiences and lessons learned from 28 lake basins around the world, with its final report launched by UNEP at the 11th World Lake Conference, held in 2005 in Nairobi, Kenya;
- 5) that ILBM, a useful platform for realizing the WLV and individual lake ‘visions,’ is also beginning to be recognized in major international reports, including UNEP’s Global Environment Outlook reports and UN-Water’s World Water Development Reports, as an important complementary conceptual framework for meeting the complex challenges associated with the sustainable use, conservation and management of lakes and other lentic waters as a whole;
- 6) that more than 90% of the liquid freshwater on our planet is in the lentic form, and that these lentic bodies of water are the most vulnerable water systems to the impacts of global warming;

the Parties agree that it is imperative for them to make every effort to jointly strive to achieve sustainable development, use and conservation of lakes, reservoirs and other lentic water bodies, through broadly promoting ILBM and facilitating the sharing of lake basin assessment and management experiences.

NOW THEREFORE, UNEP AND ILEC HAVE AGREED TO COOPERATE UNDER THIS MEMORANDUM OF UNDERSTANDING AS FOLLOWS:

Article 1
Interpretation

1. Any Annex to this MOU shall be considered part of this MOU. Unless the context otherwise requires, references to this MOU shall be construed as reference this MOU including the Annex hereto, as varied or amended in accordance with the terms of this MOU.
2. Implementation of activities/projects/programmes pursuant to this MOU shall necessitate the execution of appropriate legal agreements between the Parties.
3. This MOU supersedes all prior MOUs, communications and representations, whether oral or written, concerning the subject matter thereof.

Article 2
Purpose

1. The purpose of this MOU is to provide a framework for joint cooperation and understanding, and to facilitate collaboration between the Parties to further their shared goals and objectives regarding the conservation, protection, enhancement and support of nature and natural resources, including biological diversity and freshwater, worldwide.
2. The objectives of this MOU will be achieved through:
 - a. Regular dialogue meetings between UNEP and ILEC
 - b. Execution of a separate legal instrument between the Parties to define and implement joint activities, projects and programmes pursuant to Articles 2 and 3.

Article 3
Areas of Cooperation

1. Areas of Cooperation are agreed jointly through the cooperation mechanism in the MOU. Policies and Priorities under this MOU may also be jointly reviewed annually by the Parties pursuant to Article 4. This also will facilitate the ability of the Parties to respond to newly emerging issues in the realm of the environment and sustainable development.
2. In the spirit of continuing cooperation and collaboration, the Parties have agreed to the following overarching themes for this MOU:
 - a. Continuing joint, collaborative development, promotion, implementation and

refinement of **Integrated Lake Basin Management (ILBM)**, including;

- i) Joint collaboration in identifying and assessing the range of lake basin **governance and socio-economic challenges** to effective implementation of ILBM, and the means for addressing these challenges, within the context of ILBM;
 - ii) Continuing collaboration in identifying, compiling, analyzing and disseminating **knowledge, data and management experiences** related to ILBM, including indigenous knowledge, that will provide guidance for management efforts directed to water systems worldwide;
- b. Joint collaboration in developing **scientifically-sound assessment protocols, methods and indicators** for identifying, assessing and addressing lake/reservoir basin environmental and governance issues;
 - c. Joint cooperation in carrying out lake and reservoir components of international and **transboundary water assessment programmes of interest to both Parties**, such as exemplified by the GEF-UNEP Transboundary Water Assessment Programme (TWAP) and similar activities involving lake/reservoir basins;
 - d. Joint cooperation and collaboration in undertaking relevant **water-related programmes and activities at the international, national and local level** of interest to, and consistent with, the mandates and capabilities of the two institutions, including holding jointly-organized information, dissemination and synthesis sessions of these programmes and activities at ILEC's World Lake Conferences, as deemed useful.
 - e. Joint collaboration in use of the already-existing resource materials produced by ILEC and UNEP, for implementing the respective local, national and global projects and programs pertaining to lake/reservoir basins.

It is also emphasized that identifying these joint collaboration and cooperation possibilities is not meant to be an exhaustive list, nor is it meant to restrict either organization from suggesting or engaging in new activities or programmes that might be of joint interest.

Article 4 **Organization of the Cooperation**

1. The UNEP and ILEC shall hold regular bilateral meetings on areas of Cooperation as mentioned in article 3, in accordance with an agenda agreed in advance by UNEP and ILEC, aiming also at the development/monitoring of a joint project. Such meetings will take place at least once every year to:
 - a. discuss technical and operational issues related to furthering the objectives of this MOU;

- b. review progress of work undertaken by ILEC pursuant to a separate legal instrument in the priority areas of cooperation mentioned in Article 3 above.
2. Within the context defined above, further bilateral meetings at desk-to-desk and at expert level will be encouraged and set up on an ad hoc basis as deemed necessary by the relevant UNEP divisions and ILEC to address priority matters in areas of Cooperation regarding the preparation for implementation of activities in specific areas, countries and regions.
3. In implementing activities/projects/programmes in the agreed priority areas, UNEP and ILEC shall execute a separate legal instrument appropriate for the implementation of such initiatives. In identifying the areas of cooperation under this MOU, due regard shall be given to ILEC's geographic coverage; capacity for implementation and experience in the related field.
4. Where ILEC is organizing a meeting with external participation at which policy matters related to the aims of this MOU will be discussed, ILEC shall, where appropriate, invite UNEP.

Article 5

Status of the Partner and its Personnel

1. The UNEP and ILEC shall acknowledge and agree that ILEC is an entity separate and distinct from the United Nations, including UNEP. The employees, personnel, representatives, agents or contractors of ILEC, including the personnel engaged by ILEC 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 other affiliates of the United Nations, including UNEP, nor shall any employees, personnel, representatives, agents and other affiliates of UNEP be considered, for any purposes whatsoever, as being employees, personnel, representatives, agents or other affiliates of the Partner.
2. No agents or employees of ILEC shall be considered in any respect as agents or staff members of UNEP. The ILEC shall advise in writing its personnel that they are solely employees of the ILEC and that UNEP shall not be responsible for any salaries, wages, insurance or other benefits due or payable to the partner's personnel. The ILEC shall be solely responsible for all such salaries, wages, insurance and benefits, including without limitation, any severance or termination payments to such personnel. UNEP shall entertain no claims and have no liability whatsoever in respect thereof.

Article 6

Fundraising

1. Neither UNEP nor ILEC shall engage in fund raising with third parties for activities to be carried out within the framework of this MOU in the name of or on behalf of

the other.

Article 7
Dispute settlement

1. Any dispute arising out of or in connection with this MOU shall be settled amicably between the UNEP and ILEC. Should attempts at amicable negotiation fail, any such dispute shall, upon request by either party, be referred to arbitration in accordance with the UNCITRAL arbitration rules then prevailing.

Article 8
Official emblems and logos

1. Neither UNEP nor ILEC 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 in each case.
2. In no event will authorization of the UNEP name or emblem, or any abbreviation thereof, be granted for commercial purposes.

Article 9
Intellectual Property Rights

1. The UNEP and ILEC 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 a separate legal instrument pursuant to this MOU.

Article 10
Notification and Amendments

1. Each Party shall notify one another in writing, within **one** month of any proposed or actual changes that the Party deems necessary for the execution of this MOU.
2. Upon receipt of such request, the other Party shall consult each other with a view to reaching an agreement on any actual or proposed measure (s) suggested by the other Party under Article 10 (1).
3. This MOU may be amended only by mutual agreement of the Parties reflected in writing.

Article 11
United Nations Privileges and Immunities

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

**Article 12
Termination**

1. This MOU may be terminated by either party by giving one month prior notice to the other Party in writing.
2. Unless agreed otherwise, upon termination of this MOU, the rights and obligations of the Parties defined under any other legal instrument pursuant to this MOU, will cease to be effective.

**Article 13
Duration**

1. This MOU shall be effective upon the last date of signature of the approving officials and remain in force until 2013 unless terminated in accordance with Article 12 above. Its content shall be reviewed every year.

IN WITNESS WHEREOF, the duly authorized representatives of UNEP and ILEC affix their signatures below.

For
**United Nations Environment Programme
(UNEP)**

**International Lake Environment
Committee Foundation (ILEC)**


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Name: **GILRUTH, Peter**
Title: **Director,
Division of Early Warning and
Assessment**

Name: **HAMANAKA, Hironori**
Title: **Director General**

Date: **13 April, 2011**

Date: **13 April, 2011**