

**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 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 one major focus of UNEP's global mandate is the conservation, protection and support of nature, its natural resources and its ecosystem goods and services, including sustainable biodiversity and freshwater systems worldwide, and whereas UNEP undertakes the goal of contributing substantively to environmental sustainability in managing water resources, including a special focus on comprehensive, holistic and participatory management of freshwater lake and reservoir basins and other linked lentic and lotic water systems for the sustainable use of their ecosystem services to address human and ecosystem needs, thereby also facilitating achievement of the Sustainable Development Goals (SDGs);

WHEREAS UNEP's Division of Early Warning and Assessment-(DEWA) has the mandate to lead science and scientific assessments that provide required data, information and experiences 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 our global environment 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 and other lentic water systems, and the life-supporting ecosystem goods and services they provide worldwide in support of the SDGs;

WHEREAS UNEP and the ILEC pursuant to a Memorandum of Understanding dated 13 April 2011, had previously collaborated towards achieving a global understanding of lakes and their watersheds;

WHEREAS the Parties intend to conclude this Memorandum of Understanding (hereinafter referred to as "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, 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 to 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, including those involving the transfer of funds between the Parties, shall necessitate the execution of appropriate legal agreements between the Parties.
3. This MOU represents the current complete understanding between the Parties and supersedes all prior MOUs, communications and representations, whether oral or written, concerning the subject matter thereof.
4. Any Party's failure to request implementation of a provision of this MOU shall 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 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 our global environment and natural resources, including biological diversity and freshwater worldwide, and the multiple ecosystem goods and services they provide.
2. The objectives of this MOU will be achieved through:
 - a. Regular dialogue meetings and joint cooperative activities 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 1.2.

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 jointly 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, which form part of UNEP's mandate and Programme of Work which has been approved by UNEP's Government Council. The following areas of cooperation listed below are also priorities or ongoing activities of ILEC in accordance with its mandate:
 - A) Joint promotion, implementation and refinement of **Integrated Lake Basin Management (ILBM), including;**
 - i) Collaboration in identifying and assessing the range of lake and other lentic water basin **governance and socio-economic challenges** to effective implementation of ILBM, and the means to integrate and infuse the ILBM concept to complement Integrated Water Resources Management (IWRM);
 - ii) Collaboration in identifying, compiling, analyzing, updating and disseminating **knowledge, data and management experiences** related to ILBM, including indigenous knowledge, that will provide guidance for assessment and management efforts directed to lentic water systems and the ecosystem services they provide to humanity and nature;

 - B) Joint development, promotion, and dissemination of **assessment protocols, methods and indicators** to identify, assess, refine and address lake and other lentic water basin environmental and governance issues, including;
 - i) Collaboration in identifying, developing and promoting **the initiatives of UNEP and ILEC that support achievement of the Sustainable Development Goals (SDGs);**
 - ii) Collaboration in developing, refining and implementing effective **assessment methods** to evaluate the sustainability of ecosystem services, including relevant stakeholder perceptions, and also for non-transboundary water system assessments, as relevant TWAP-FSP follow-up activities;

 - C) Joint collaboration in undertaking relevant **water-related programmes, activities and workshops 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, UNEP's Global Environment Outlook development, and other relevant activities as deemed useful.

 - D) Jointly using and disseminating already-existing resource materials produced by ILEC and

UNEP, and developing new resource materials where needed, including legal, institutional, technical, stakeholder and ecosystem surveys, to implement respective local, national and global projects and programmes pertaining to lakes and other lentic water basins, including their inter-linkages where appropriate.

3. The above list is not 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 in pursuit of, and consistent with, the mandates of both organizations.

Article 4 Organization of the Cooperation

1. 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 joint projects. 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, and the progress of work undertaken by UNEP relevant to the joint interests of both organizations.
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 preparation for implementation of activities in specific areas, countries and regions on topics of joint interest.
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 experiences 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 participation.

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 ILEC.

2. Nothing in this MOU shall be deemed to constitute a joint venture, agency or interest grouping or any other kind of formal business grouping between the Parties. Neither Party shall be entitled to act or make legally binding declarations on behalf of the other Party without their consent and agreement. The ILEC shall advise its personnel in writing 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. To the extent permitted by the Parties' respective regulations, rules and policies, and subject to sub-article 2, the Parties may engage in fundraising 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 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. The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of this MOU. Where the Parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then prevailing, or according to such other procedure as may be agreed between the Parties.
2. Any dispute, controversy or claim between the Parties arising out of this MOU which is not settled amicably in accordance with the foregoing sub-article may be referred by either Party to arbitration under the UNCITRAL Arbitration Rules then in force. The arbitral tribunal shall have no authority to award punitive damages. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

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 UN or UNEP name or emblem, or any abbreviation thereof, be granted for commercial purposes. The UN or UNEP name or emblem may not be used in any manner that suggests an endorsement by UNEP of ILEC's practices or services unless mutually agreed between the Parties.
3. ILEC acknowledges that it is familiar with the independent, international and impartial status of the UN and UNEP, and recognizes 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.
4. The Parties agree to recognize and acknowledge this partnership, as appropriate. To this end, the Parties shall consult with each other concerning the manner and form of such recognition and acknowledgement.

Article 9

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, except as otherwise provided in Article 9.2.
2. The UNEP and ILEC shall consult with each other in the event that the Parties foresee Intellectual Property that can be protected 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.

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
Confidentiality

1. The handling of information shall 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 shall obtain the express, written consent of the other Party. However, a Party's disclosure of another Party's internal and/or confidential documents to an entity the disclosing Party controls or with which it is under common control, or to an entity with which it has a confidentiality agreement, shall not be considered a disclosure to a third party, and shall not require prior authorization.
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.

Article 14
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.
2. ILEC shall indemnify, hold and save harmless and defend at its own expense, the United Nations and UNEP, their officials, personnel and representatives, from and against all suits, claims, demands and liability of any nature or kind which may arise in relation to this MOU due to any actions or omissions attributable to ILEC.

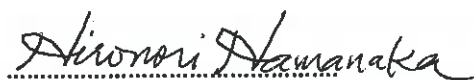
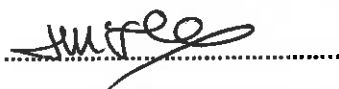
Article 15
Duration

1. This MOU shall be effective upon the last date of signature of the approving officials and remain in force for five years and shall expire on 31 December 2021, unless otherwise revised or updated in accordance with Article 10 above, or 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)



Name: **Jacqueline McGlade**
Title: **Director,**
Division of Early Warning and
Assessment

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

Date: *8 August 2016*

Date: *2 August 2016*