



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter referred to as the Memorandum) is concluded between the following Organisations (hereinafter referred to as Parties):

The Technical Secretariat of the Council of Arab Ministers
Responsible for the Environment (CAMRE)
League of Arab States
Tahrir Square
C.P. No. 11642
Cairo, Egypt

The Regional Organization for the Conservation of the Environment
of the Red Sea and Gulf of Aden (PERSGA)
P.O. Box 53662
Jeddah 21583
Saudi Arabia

The Regional Organization for the Protection of the
Marine Environment (ROPME)
P.O. Box 26388
Safat 13124
Kuwait

The United Nations Environment Programme (UNEP)
P.O. Box 30552
Nairobi
Kenya

The Parties to this Memorandum:

Noting that during the 20th Session of the UNEP's Governing Council (1-5 February 1999), the Executive Director of UNEP, the Chairman of the Bureau of CAMRE, the Secretary General of PERSGA and the Executive Secretary of ROPME agreed to strengthen co-operation and co-ordination in the planning and implementation of global and regional environmental programmes in the region;

Noting also that in accordance with this Decision, this Memorandum was developed for the further strengthening of regional co-operation and widening of the scope of the existing bilateral agreements between CAMRE and UNEP (1986) and ROPME and PERSGA (1998);

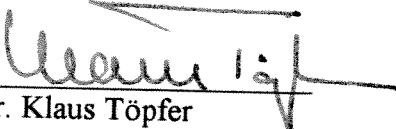
Under the terms of this Memorandum, have agreed as follows:

1. An efficient, integrated and transparent mechanism for planning and implementing the environment programmes of the Parties and their regional offices shall be established.
2. The free flow of information, especially in the areas of environmental assessment, monitoring and public awareness, together with avoidance of duplication of activities and efforts and the adoption of an integrated and complementary approach to addressing environmental issues in the region shall be maintained.
3. To this end, CAMRE, PERSGA and ROPME shall co-operate and co-ordinate their activities in accordance with the priorities assigned by their respective Councils of Ministers and a number of priority environmental projects and activities shall be selected for joint implementation.
4. UNEP co-operation shall be defined in accordance with the programme of work adopted at the UNEP Governing Council, which shall be used as the framework for encompassing regional priorities and taking account of the specific characteristic capabilities and needs of the region.
5. CAMRE, PERSGA, ROPME and UNEP shall take responsibility for identifying programmes and activities related to the coastal and marine environment of the region.
6. With regard to programming, Annual Committee Meetings among Senior Executives of Parties shall be convened to set or adjust priorities for programme implementation. All Parties shall adhere to these priorities and assure maximum utilisation of resources available in the most efficient way.
7. UNEP, through the Regional Office for West Asia (ROWA) will:
 - (i) Have a co-ordinating role between the Parties and shall seek to catalyse resources and expertise for regional priority programmes;
 - (ii) Provide technical and administrative support to the secretariats of CAMRE, PERSGA and ROPME, including to programme meetings and to those of the Council's Executive Offices and specialised committees as appropriate;

- (iii) Convene joint programming sessions of the Parties annually, or as deemed necessary by the other Parties and provide secretariat functions to these sessions;
 - (iv) Seek other relevant regional and sub-regional organisations with a view to integrating their resources and expertise in the implementation of the priority programmes;
 - (v) Attend the CAMRE, PERSGA and ROPME Council Meetings as an observer and co-ordinate joint programming sessions with their respective secretariats on a bilateral and/or multilateral basis.
8. All parties shall actively pursue a regional approach to the greatest extent possible, in their dealings with other international organisations, development banks, national institutions, NGOs and other interest groups, and shall maintain full transparency towards each other.
 9. A regional approach shall also be applied to the planning and implementation of training and capacity building activities, and shall be encouraged for data collection, storage, retrieval and assessment, including of remote sensing data.
 10. The Parties shall bear the costs of their participation in the regional meetings/activities unless otherwise agreed.
 11. The Parties shall decide on the modalities of co-operation for each joint activity in accordance with an agreed terms of reference that will clearly specify the work to be undertaken by each Party, the time-scale and the contributions of each Party.
 12. Activities under this Memorandum shall be subject to their conformity with the programmes of the Parties and to their existing rules and regulations.
 13. This Memorandum may be amended by agreement between the Parties. The amendment shall enter into force upon signature by all Parties.
 14. Any Party may withdraw from the Memorandum, subject to six months notice being given in writing to all other Parties.
 15. The Memorandum may be terminated by agreement of all parties, subject to six months notice being given in writing by the Party or Parties wishing to terminate the agreement.
 16. Any controversy of claim arising out of, or in accordance with this Memorandum or breach thereof, shall, unless it is settled by direct negotiation, be settled in accordance with UNCITRAL Arbitration Rules as at present in force. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy or claim.

17. No change in or modification of this Memorandum shall be made except by prior written agreement between all Parties. The Parties shall not assign, transfer, pledge, sub-contract or make other disposition of this Memorandum or any part thereof, or of any of the Parties rights, claims or obligations under this Memorandum except with prior written consent of all Parties.
18. The originals of the Memorandum, done in Arabic and English, are equally authentic.

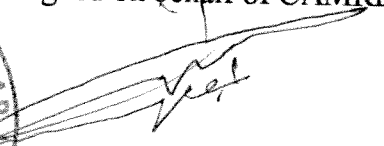
Signed on behalf of UNEP


Dr. Klaus Töpfer
Executive Director

Date: 24 MAY 1999




Signed on behalf of CAMRE


Dr. Abdulrahman Sehebani
Assistant Secretary-General

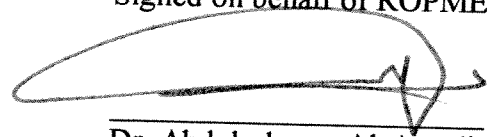
Date: 24 MAY 1999

Signed on behalf of PERSGA


Dr. Nizar Tawfiq
Secretary General

Date: 24 MAY 1999

Signed on behalf of ROPME


Dr. Abdulrahman Al-Awadi
Executive Secretary

Date: 24 MAY 1999

In the Presence of:



H.H. Prince Fahad Bin Abdullah Bin Mohamed Al-Saud
Chairman of the Bureau of CAMRE

Date: 24 MAY 1999