

Memorandum of Understanding Collaboration on Wetland Conservation (RSPA) 2016-2021

This Memorandum of Understanding (“MoU”) is made effective on the 13th September 2016 (“Effective Date”)

Between

World Wide Fund For Nature Hong Kong 世界自然(香港)基金會, incorporated in Hong Kong with limited liability by guarantee, of 15/F, Manhattan Centre, 8 Kwai Cheong Road, Kwai Chung, Hong Kong (“WWF Hong Kong”); and

Construction and Planning Agency, Ministry of the Interior For a Regional Strategic Program of Action, of No.342, Sec. 2, Bade Rd., Songshan Dist., Taipei City 105, Taiwan (R.O.C.) (“CPA”)

(A) Background

The Parties note and aware that

1. the importance of Taiwan’s aquatic and wetland ecosystems, spanning from headwaters to oceans, as significant components of Taiwan’s environment;
2. the health of these freshwater, estuarine, and marine ecosystems is threatened by a wide variety of anthropogenic activities;
3. these ecosystems are critical for Taiwan’s sustainability, and are an important economic resource in sectors such as aquaculture, fisheries, and ecotourism;
4. shared economic, environmental, and social objectives, by the leadership of CPA, WWF Hong Kong, the Society of Wetland Scientists (“SWS”), and other organizations promoting, coordinating, and sharing scientific expertise and knowledge of these ecosystems;
5. the common interests of the CPA, WWF Hong Kong, SWS, and other organizations in expanding the international scope, membership, and influence of their respective organizations; and
6. this MoU provides a broad framework for the parties to promote wetland ecosystem scientific study, restoration, education, and outreach via cooperation and action between the parties.

(B) Objectives

The goals of the Parties are to promote sustainable development on wetlands, and conduct cross-domain exchanges from personnel trainings in the following manner:-

To promote the visibility and sustainability of programs administered by the international wetland agencies:

- supporting wetland professionals in Taiwan to participate wetland seminars, workshops, courses, and lecture learnings, etc; and providing advices, counseling, referrals to assist master and Ph.D. students from Taiwan to apply for advanced studies.

To assist exchange mechanisms to build research, teaching and training programs:

- helping and participating wetland research projects, seminars, workshops, learning programs, local wetland trips, and lectures, and providing necessary budgets and administrative assistances;

To strengthen Taiwan's participation in international organizations and the visibility of international wetland events:

- inviting the representatives from signed parties to participate annual meetings, and/or workshops, conferences, conventions, and supporting Taiwan as one of the potential organizers to host annual meetings of signed parties hosted in Taiwan as well by funding, technologies, and related administrative supports by parties;

To expand participations in wetland projects on cross-border research, survey, monitoring, and management:

- providing opportunities of international wetland research project between signed parties in order to enhance the scientific vigor in sound wetland sciences; and supporting interdisciplinary scientific exchanges and cooperation platforms of wetland learning, research, education, and social services on the multilateral bases for future cooperation.

(C) Duration, Review and Termination

This MoU shall be effective as of the Effective Date and shall remain in effect for 5 years, unless either amended or expanded by mutual agreement in writing by the Parties or terminated by either Party.

This MoU is open to renewal at least three (3) months prior to expiration.

Reviews and amendments may be proposed at any time in writing by either party, and amendments shall be adopted under mutual written agreement of both parties.

This MoU may be terminated by either party by giving three (3) months written notice to the other party. Should this MoU be terminated earlier than the expiry date, no further responsibility, liability, damages or costs of any description will be liable to either party, save and except such liabilities as have already accrued, provided that treatments of all materials which feature the Parties' trademarks or logos shall be forthwith destroyed by the Parties upon termination of this MoU.

(D) Communications and Marketing

To ensure effective communication and cooperation, the Parties have identified the following contact point for important issues of overarching policy and high-level strategic direction:

WWF Hong Kong	-	Xianji Wen, Conservation Manager, South China Wetlands
CPAMI	-	Ji Ming Chen, Chief, Urban and Rural Development Branch

Each Party will inform the other Party of any change in staff responsible for the project and ensure that qualified staff fills the vacancy as early as possible.

(E) Confidentiality

Each of the Parties shall keep confidential of the terms and information of this MoU. Confidential business information shall include without limitation the content of files, documents, designs or notes that are not in the public domain and which are earmarked to be confidential or by sensible business sentiment would be treated as confidential by the owner thereof. The obligation under this clause extends to disclosure to the media.

(F) Force Majeure

If due to war, strikes, industrial action, import or export embargo, lockouts, accidents, fire, blockade, flood, disease outbreak, natural catastrophes or other obstacles over which a Party has no control, that affected Party fails to perform any of its obligations under this MoU, that affected Party shall not be held responsible for any loss or damage which may be incurred as a result of such failure. Should the event of force majeure continue for longer than one month, either Party shall have the option of terminating this MoU immediately without further liability other than such liabilities as have already accrued.

(G) Conflict Management

Each Party shall maintain its autonomy and independence in its normal course of actions, which will include but not be limited to advocating, lobbying, commenting and operational work, to achieve its own vision and missions. In the spirit of cooperation and partnership, when discrepancy of action arises the Parties shall inform each other at the earliest convenience.

Should a sensitive issue be identified by any Party relating to collaboration projects, the issue will be brought to the attention of the other at the earliest convenience. The Parties shall consult each other on possible solutions and agree to resolve the issue in a timely manner.

In the event of any inconsistency, the English version is the original language and the Chinese version is a translation for information purposes only. In case of conflict, the English version will prevail and will therefore be the binding version for both parties.

(H) Others

If the future government officially enforces the organizational restructuring, wetlands business will be transferred from the Construction and Planning Agency, Ministry of the Interior to the newly formed party - National Park Agency, Ministry of Environment and Resources, and this MOU will be given to the National Park Agency in charge.

Thomas Leung, Director, Finance
World Wide Fund For Nature Hong Kong
世界自然(香港)基金會
Date:

Wun-Long Hsu
General Director
Construction and Planning Agency,
Ministry of the Interior
Date: