



SCIENTIFIC AND TECHNICAL COOPERATION AGREEMENT (STCA)

BETWEEN

The Pan-African Agency for the Great Green Wall (PAGGW), an intergovernmental organization with an international legal status, created under the authority of the African Union and the Community of Sahelo-Saharan States and whose headquarter is located in Nouakchott, Islamic Republic of Mauritania, BP 5059, Ilot C, 414; represented by its Executive Secretary, **Prof Abdoulaye DIA**,

On the one hand,

AND

BIRDLIFE INTERNATIONAL, hereinafter referred to as " BirdLife ", a company limited by guarantee No. 2985746 and a non-profit organization No. 1042125 whose head office is located at David Attenborough Building, Pembroke Street, Cambridge, BC2 3QZ, United Kingdom, represented by its Regional Director for Africa, **Ademola AJAGBE**.

On the other hand:

Hereinafter referred to individually as "the party" and together "the parties "

2019

FOREWORD

Given the Convention Establishing the Panafrikan Agency of the Great Green Wall (PAGGW) , signed on 17 June 2010 in N'Djamena (Chad) by the Heads of State and Government of the Sahel-Saharan States hereafter : Burkina Faso, Chad, Djibouti, Eritrea, Ethiopia, Mali, Mauritania, Niger, Nigeria, Senegal, Sudan.

Considering the Status and operations of BirdLife International registered in the United Kingdom as a charitable organization and a company limited by guarantee.

Given the common concern of both institutions to conserve and protect biological diversity and natural habitats in their areas of activity,

TAKING INTO ACCOUNT THAT:

The Initiative of the Great Green Wall (GGWI) is part of the national policies of Member States and contributes to the achievement of objectives and national indicators referred to in the Undertakings by Member States primarily for (i) Fight against Desertification, (ii) Conservation and Protection of Biological Diversity and their Impacts on Climate Change Mitigation through Adaptation and Resilience of Communities and Populations (iii) Sustainable Development Goals (SDGs) in particular Targets and Indicators of SDG15-3 and the African Union Agenda 2063.

The GGW and strategic approach incorporate and combine the objectives of the three (3) main RIO Conventions on Climate Change, Desertification and Biological Diversity. They must be reached by the target date 2030 the harmonious transformation of Sahel territories into Rural Production Hubs and Sustainable Development, while respecting the triptych balance *Development/ Biodiversity Management /Land Sustainable Management of in a low carbon approach*. The main objective is to provide Member States a significant contribution to their undertakings in Terms of Degradation Neutrality (TDN), Adaptation and Resilience, Conservation and Protection of Biodiversity and ecosystem-based approach and Sustainable Development Goals (SDGs) in the 2030 path.

The specific objectives of the PAGGW are : (i) to preserve / improve biodiversity, (ii) to restore / conserve the land, (iii) to diversify the farming systems while conserving and protecting the primary habitats , (iv) to improve the adaptation and resilience of ecosystems and local communities through the promotion of wealth-generating activities and the establishment of basic social infrastructure while integrating the biodiversity parameter.

BirdLife International is a global partnership of conservation organisations (NGOs) in 121 countries that strives to conserve birds, their habitats and global biodiversity, working with people towards sustainability in the use of natural resources. BirdLife has a vision of a world where nature and people live in greater harmony, in a more equitable and sustainable way through the conservation of birds, their habitats and global diversity while collaborating with people towards a sustainable use of natural resources.

Specifically, BirdLife is committed to (i) prevent extinctions in nature, (ii) maintaining as far as possible, improve the conservation status of all bird species, (iii) maintain the sites and habitats important for birds and biological diversity, ecological systems that enhance the livelihoods of people and enrich the quality of people's lives, and (v) empower people and contribute to poverty reduction and strive to ensure the natural resources sustainability use.



AGREED THAT, the two institutions want to establish an effective and lasting partnership through this Memorandum of Agreement on scientific and technical cooperation,

IT IS HEREBY AGREED THAT :

ARTICLE 1: PURPOSE OF THE AGREEMENT

Agreement for Scientific and Technical Cooperation has the overall aim of contributing to the establishment of a framework for cooperation between the PAGGW and BirdLife to advance the realization of common objectives of conservation, restoration, and protection of targeted biodiversity, especially birds which are indicators of overall ecosystem health. In doing this, while strengthening the socio-economic development and enhancement of peoples' livelihoods in the Sahelian terroirs of the GGW member countries.

ARTICLE 2. MAJOR AREAS OF COOPERATION

The parties agree to work together to implement the Great Green Wall and to undertake, in particular:

- a) **Restoration of landscapes / ecosystems** to (i) increase their resilience and that of the local communities that depend on them, (ii) restore the functionality of ecosystems and bring back the habitats needed for birds and biodiversity, and (iii) combat the negative effects of climate change and desertification ;
- b) **Development of capacities** of national and local biodiversity conservation institutions and organizations engaged in the conservation and rational use of natural resources and the restoration of ecosystems and key habitats;
- c) **Exploitation and dissemination of information** on the status and trends of birds and their habitats through collaborative research and sharing of information, best practices and lessons ;
- d) **Technical and scientific support** for the development and application of inventory and assessment frameworks and tools , including the development of a Digital Atlas of Biodiversity and Natural Habitats and their environmental sensitivity indices ;
- e) **Support awareness-building and advocacy** to promote better planning and the sustainable management of key biodiversity areas .

ARTICLE 3 : COOPERATION ORGANIZATION AND AGREEMENT IMPLEMENTATION

The operational implementation of the Scientific and Technical Cooperation Agreement (STCA) will be through the identification, planning, implementation and monitoring & evaluation of key activities (KA) of a Joint Integrated Program between the two parties and may involve their partners. It shall be the subject of an endorsement initialed and signed by both parties and being an integral part of this Cooperation Agreement.

In the framework of the M & E implementation of this Agreement, the parties agree to set up a Policy Committee (PC) and a Steering Committee (SC).

3 .1 The role of the **Policy Committee** is to provide guidance and ensure the implementation of the STCA. It is composed of the Executive Secretary of the PAGGW and the Regional Director of BirdLife or their representatives. There is annual meeting or whenever needed.



The SC consists of two (2) members from each institution. It can appeal to any person or institution likely to contribute to the achievement of objectives and indicators.

The coordination of the SC is ensured by one of the parties and the activities will be done through concerted meetings or consultations between the PAGGW and BirdLife.

ARTICLE 4: RESPONSIBILITIES OF THE PARTIES

The parties are jointly responsible for:

- developing the Program approach and implement annual Activity Plans;
- facilitating the identification and mobilization of resources at the right time for their implementation;
- facilitating strategic positioning and / or advocacy for one party or the other in sub-regional, regional or global fora.

For each joint key activity, it will be specified the responsibilities and obligations of each party, including scientific and technical, financial and administrative. Nothing in this Agreement prohibits the "parties" to enter into agreements with other institutions and subsidiary agreements between the two parties can also be prepared under the Agreement.

ARTICLE 5: PAGGW AND BIRDLIFE STAFF REGULATIONS

The parties acknowledge and agree that each party is a separate and independent entity.

Each party undertakes to inform its personnel involved in the implementation of joint activities related to this STCA that it remains an employee of its structure and that the other party is not responsible for its remuneration, wages, insurance and other benefits due.

ARTICLE 6: MOBILIZATION OF RESOURCES

The parties will work together to ensure the mobilization of necessary resources to achieve the overall and specific objectives of this STCA.

ARTICLE 7: DISPUTE SETTLEMENT

Any disputes arising out of or in connection with the STCA will be settled amicably between the two parties. In the opposite case, it will be submitted, at the request of one of the parties, to an arbitration procedure to be agreed by both parties.

ARTICLE 8: 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 abbreviations thereof, in publications and documents produced by the Parties, without the prior and express agreement of the other party respectively. Under no circumstances will the authorization of PAGGW and BirdLife names or emblems, or their abbreviations, be granted for commercial purposes independently of the intended objectives.

ARTICLE 9: INTELLECTUAL PROPERTY RIGHTS

Based on an agreement, each party may make available to the individuals and institutions involved, information from the projects or activities that are part of this cooperation, respecting intellectual property rights.

All results from the joint activities or projects of this STCA that may be published or disseminated will be validated by both parties.

ARTICLE 10: NOTIFICATION AND AMENDMENTS

Each party shall notify the other in writing, within a period of three (3) months, of any suggested change it deems necessary for the execution of this STCA. Upon receipt of this request, the parties shall consult in order to achieve an agreement on the proposed amendments. This Agreement may be amended by mutual agreement of the parties and in writing.

ARTICLE 11: TERMINATION

This STCA may be terminated by either party upon three (3) months of a written notice to the other party.

Unless otherwise agreed, upon the termination of this Agreement, the rights and obligations of the Parties defined in any other legal instrument under this Agreement shall cease to be in effect.

ARTICLE 12: DURATION

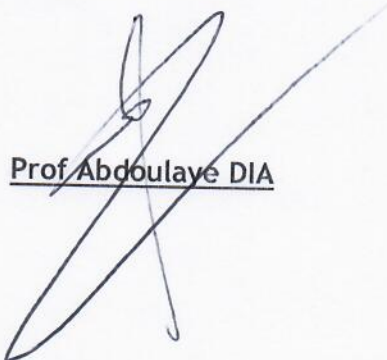
This STCA will have a term of three (3) years, renewable by tacit agreement, under the same terms and conditions, unless one of the parties wishes to terminate it at the end of one of the periods, by notifying its intention to ' other party, by letter from a competent authority, at least three (3) months before the expiration date unless terminated in accordance with Article 11 above. Its content will be reviewed as often as necessary to adapt it to the constraints and orientations.

ARTICLE 13: ENTRY INTO EFFECT

This Agreement shall enter into effect on the date of its signature and approval by the competent authorities of both Parties.

DAKAR., on March 27th, 2019

For the Pan-African Agency for the
Great Green Wall
The Executive Secretary


Prof. Abdoulaye DIA

For BirdLife International
Regional Director for Africa


Ademola AJAGBE