FRAMEWORK FOR COLLABORATION

BETWEEN

THE MINISTRY OF ENVIRONMENT & FORESTRY

AND

IUCN

IUCN, INTERNATIONAL UNION FOR CONSERVATION OF NATURE AND NATURAL RESOURCES (hereafter “IUCN”), through its KENYA COUNTRY OFFICE (“IUCN-KCO”)

ON

NATURAL RESOURCES CONSERVATION AND SUSTAINABLE MANAGEMENT IN KENYA
This **FRAMEWORK FOR COLLABORATION** (herein referred to as the “Framework”) has been made and entered into between The Ministry of Environment & Forestry of P.O. Box 30126-00100 Nairobi having its registered Office in NHIF Building, Ragaï Road (herein referred to as “MEF”) and IUCN, International Union for Conservation of Nature and Natural Resources (“IUCN”), through its Kenya Country Office (IUCN KCO) of P.O. BOX 68200 – 00200 having its registered office in Wasaa Conservation Centre, Mukoma Road (off Magadi Road, City Square)

WHEREAS-

a) **Ministry of Environment & Forestry (MEF)** is a ministry under the Government of the Republic of Kenya established under the Executive Order No 1 of 2018 and whose mandate is to undertake national environment policy and management implementation, Forestry development and restoration of strategic water towers with a vision for a clean, healthy, safe and sustainably managed environment and forestry resources.

b) **IUCN** is an international organization composed of sovereign States, government agencies, international agencies, non-governmental organizations, and affiliates, registered in Switzerland, with an Eastern and Southern Africa Regional Office based in Nairobi, Kenya (“IUCN-ESARO”); and Kenya Country Office based in IUCN ESARO

c) **IUCN-Kenya Country Office** implements a programme in Kenya on conservation and natural resource management, including working within Land, Water, Forestry, Wetlands, Ocean and Coastal ecosystems in collaboration with Government, Inter-governmental organisations, Non-governmental organisations and Private partner institutions;

d) The Parties share common goals and objectives with regard to the promotion in the protection, restoration, conservation, development and management of biodiversity for equitable and sustainable development by jointly implementing activities within their respective mandates.

e) NOW the parties agree to collaborate as follows:

**Paragraph 1**

**Objectives**

1.1 The purpose of this Framework is to facilitate collaboration between the Parties, on a non-exclusive basis, in areas of common concern and interest. This Framework shall not represent any commitment on the part of either Party to give preferred treatment to the other in any matter contemplated under this Framework or otherwise.

1.2 The definition and implementation of any subsequent specific activities, projects, and programmes pursuant to this Framework shall be subject to separate agreements that may be entered into between the Parties under this Framework.
Paragraph 2

SCOPE AND AREAS OF COLLABORATION

The Parties hereby establish a strategic partnership and agree to cooperate in the following non-exhaustive areas of common concern and interest:

2.1 Natural Resource Governance and Biodiversity Conservation;
   2.1.1 Develop a coordinated approach towards addressing issues relating to national coordination and
governance of conservation issues including biodiversity;
   2.1.2 Establish and operationalise a National Biodiversity Coordination Committee (NBCC) with
Ministry of Environment and Forestry with IUCN KCO offering technical support to the development of
the secretariat.
   2.1.3 Strengthening area-based conservation approaches (e.g. IUCN Green List, Transfrontier
Conservation Areas, Other Effective Area-based Conservation Measure (OECMs))
   2.1.4 Biodiversity and One health
   2.1.5 Freshwater and Wetlands Management

2.2 Coastal and Marine Ecosystems;
   2.2.1 Great Blue Wall initiative in Kenya
   2.2.2 Conservation and Management of critical blue ecosystems (e.g. Mangroves, Seagrass, Coral reefs)
   2.2.3 Blue economy

2.3 Landscape Restoration;
   2.3.1 Forest and Landscapes Restoration
   2.3.2 Strengthening Dryland and rangeland systems resilience to climate change
   2.3.3 Agro-ecology and agro-biodiversity development
   2.3.4 Bio-enterprises and value chains development as incentives for restoration by communities

2.4 Climate Change adaptation and mitigation;
   2.4.1 Strengthen adaptation and mitigation capacity (e.g. Nationally Determined Contributions (NDCs)
   2.4.2 Support to development of nature-based solutions to climate change, biodiversity loss and land
degradation;
   2.4.3 Implement ecosystem-based disaster risk reduction actions

2.5 Capacity building, resource mobilization and strengthening partnership with other institutions as part of
implementation of joint activities with IUCN KCO (e.g. Green Climate Fund and Global Environment
Facility);

2.6 Any other activity that MEF and IUCN KCO may mutually agree.

Paragraph 3

PRINCIPLES OF CO-OPERATION

This framework recognizes the following broad principles:

3.1 The Parties will use their best endeavours to meet the terms of this Framework;
3.2 The Parties intend to assist each other under this Framework to the full extent permitted by the
laws, regulations and rules governing their operations to facilitate the fulfilment of objects of this
Framework;
3.3 This Framework does not amount to a delegation of any of the powers, duties or obligations of either parties;
3.4 This Framework does not affect any arrangement under any other MoU, Agreement, Framework or engagement that parties may have entered into; and
3.5 This Framework will not restrict the statutory prerogative of any Party.
3.6 Each party shall be responsible for any liability that may arise out of its activities under this Framework

Paragraph 4

IUCN Obligations

Also pursuant to this Framework for Collaboration, the Parties agree that IUCN-Kenya Country office and globally will support Ministry of Environment and Forestry in furthering its goals in relation to sustainable management of natural resources, biodiversity conservation through the following mechanisms:

4.1 Maintain its operational presence in Kenya in the form of IUCN Kenya Country Office.
4.2 Prepare and submit proposals to potential funding sources for resource mobilization, to facilitate implementation of agreed upon programmes in Kenya.
4.3 Work closely with the affiliated institutions (KEFRI, NEMA,............) to coordinate sector-wide planning and implementation of initiatives with active involvement of stakeholders.
4.4 Support and where appropriate lead negotiations and collaboration with key investor’s especially private sector companies to facilitate their active participation and investment in Environmental and Natural Resources Sector.
4.5 Work closely with affiliated institutions (NEMA, KEFRI,............) and other partners to mobilize technical expertise and assistance required for planning and implementation of programmes across the country.
4.6 Support Ministry of Environment and Forestry to initiate and coordinate a multi-sector working group that promotes a holistic approach to planning and implementation.
4.7 Maintain regular and open contact with Ministry of Environment and forestry and affiliated institutions and other relevant public and private sector institutions regarding natural resource conservation and management initiatives and opportunities at the global, regional and national level.
4.8 Hold an annual meeting with Ministry of Environment and Forestry to review collaboration and joint activities.
4.9 Provide short terms, medium and long-term technical capacity to the Ministry and its affiliated institutions as per the demand and availability of experts.
Paragraph 5

Obligations of Ministry of Environment and Forestry

Pursuant to this framework, the Parties agree that Ministry of Environment and forestry will provide the following forms of support to IUCN to facilitate the implementation of this collaboration framework within the country as well as scaling out practices across the region.

Specifically:

5.1 Providing guidance on national priorities and policies affecting environment and natural resources initiatives;
5.2 Providing access to data and information necessary for sound decision-making for environment programmes;
5.3 Facilitating IUCN to maintain strong working relationships and collaboration with key stakeholders and institutions across multiple sectors;
5.4 Sharing knowledge and experiences in Kenya across the region through relevant fora and other appropriate mechanisms;
5.5 Provide any required support in line with implementing areas identified in the collaboration framework.

Paragraph 6

CONSULTATION AND EXCHANGE OF INFORMATION

6.1 The Parties shall, on a regular basis, keep each other informed of and consult on matters of common interest, which in their opinion are likely to lead to mutual collaboration, and shall, at such intervals as deemed appropriate, convene meetings to review the progress of activities being carried out under this Framework and to plan future activities.
6.2 Consultation and exchange of information and documents under this Framework shall be without prejudice to arrangements, which may be required to safeguard the confidential and restricted character of certain information and documents. Such arrangements will survive the termination of this Framework and of any agreements signed by the Parties within the scope of this collaboration.

Paragraph 7

IMPLEMENTATION

7.1 The Parties are responsible for the implementation of the Framework and may establish a joint Coordination Committee to monitor the activities and report under this Framework.
7.2 The detailed matters concerning the implementation of this Framework will be agreed upon through consultation between parties.
7.3 Parties may enter into separate agreements on any appropriate matters that may arise out of the implementation of this Framework.

**Paragraph 8**

**LEGAL STATUS**

8.1 This Framework merely constitutes a statement of the mutual intentions of the Parties and is not intended to and shall not create any legal rights or obligations between the Parties or any third party.

8.2 NOTWITHSTANDING that the Framework does not constitute any binding legal obligation, the Parties will undertake their commitments for the effective implementation of this Framework in good faith.

**Paragraph 9**

**DISPUTE RESOLUTION**

9.1 Any dispute arising between the Parties with regard to the interpretation or application of the provisions of this Framework and/or its implementation shall be resolved amicably through negotiations and consultations.

**Paragraph 10**

**AMENDMENT**

10.1 This Framework may be amended with mutual written consent of the Parties. The amendment will take effect on the date of such notification of consent.

**Paragraph 11**

**ENTRY INTO FORCE, TERMINATION AND DURATION**

11.1 This Framework shall enter into force on the date of signature by both Parties and shall remain in force for a period of five (5) years or such other longer time as the parties may agree in writing.

11.2 Either party may terminate this Framework at any time by giving the other party one (1) month’s formal written notice provided that such termination shall not affect any ongoing activities undertaken under the Framework.
Paragraph 12
Participation in Similar Activities

12.1 This Framework does not restrict the Parties from participating in similar activities with other public or private organizations, agencies and individuals.

Paragraph 13
Notices and Channels of Communication

13.1 All notices, approvals, consents or other communications made pursuant to this Framework will be in writing and will be deemed duly served upon service to the addresses stated herein or to any other address notified in writing by either party to the other as its new address for such purposes.

13.2 For Ministry of Environment and Forestry

The Principal Secretary
Ministry of Environment and Forestry
Box 30126- 00100
NAIROBI
Email : psoffice@environment.go.ke


IUCN Kenya Country Office
P. O. Box 6352-00200
NAIROBI
Email : info.esaro@iucn.org
Paragraph 14

Force Majeure

14.1 Either Party will notify the other party of any circumstances or unforeseen obstacles that may hinder the smooth implementation of the Framework.

Paragraph 15

Applicable law

15.1 The interpretation and implementation of this Framework will be governed and construed in accordance with the laws of the Republic of Kenya.
IN WITNESS WHEREOF, the undersigned, being duly authorized representatives of the Parties have caused this Framework to be signed on the date set hereinbelow.

SIGNED FOR AND ON BEHALF OF THE MINISTRY OF ENVIRONMENT & FORESTRY

[Signature]
Dr. Chris Kimita CBS
Principal Secretary

Date: 29/11/2022

In the Presence of

[Signature]
Faith C. Chirom
Advocate

Date: 29/11/2022

SIGNED FOR AND ON BEHALF OF IUCN, INTERNATIONAL UNION FOR CONSERVATION OF NATURE AND NATURAL RESOURCES

[Signature]
Luther Bois Anukur
Regional Director

Date: 29/11/2022

In the presence of

[Signature]
Name: Charles Karangwa
Designation IUCN Kenya Country Representative

Date: 8/1/2022