

MEMORANDUM OF UNDERSTANDING

BETWEEN

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

and

Foundation for Environmental Education (FEE)
FEE
International Secretariat
P O Box 3022
Norwich NR5 8ZU
United Kingdom

WHEREAS the United Nations Environment Programme (hereinafter referred to as "UNEP") was established by United Nations General Assembly (UNGA) resolution 2997 (XXVII) of 15 December 1972;

CONSIDERING the mission of UNEP is to provide leadership and encourage partnership in caring for the environment by inspiring, informing, and enabling nations and peoples to improve their quality of life without compromising that of future generations;

CONSIDERING ALSO UNEPs important mandate in catalyzing, coordinating and stimulating action on the environment within the UN system and the world at large;

CONSIDERING FURTHER that the UNEP Governing Council has repeatedly emphasized the importance of cooperation with other UN agencies to effectively address major environmental issues and for the implementation of strategies approved by the Council;

RECALLING that Agenda 21 states that UNEP's capacity to catalyze and stimulate environmental activities and considerations in the UN system should be supported and concentrated (paragraph 38.22a), and that UNEP cooperation with other organs in the UN system should be intensified (paragraph 3.23);

RECALLING ALSO that the Governing Council at its Seventh Special Session/Global Ministerial Environment Forum emphasized the need for UNEP to strengthen its effort in capacity-building, technology transfer and country-level coordination for the environment pillar of sustainable development;

RECALLING FURTHER that the UNEP Governing Council at its Seventh Special Session/Global Ministerial Environment Forum underscored the importance of enhancing civil society engagement in the work of UNEP;

RECOGNIZING the Foundation for Environmental Education (FEE) (formerly known as the Foundation for Environmental Education in Europe) established in 1981 in Leiderdorp, is a not-for-profit, non-governmental organization comprising national Member organizations which are likewise not-for-profit

and non-governmental, and is active in promoting, developing and managing programmes for environmental and sustainability education, management and certification;

Eco-Schools is a programme of FEE and is a school-based initiative to promote Local Agenda 21 through environmental education for sustainable development, management and certification;

RECOGNIZING ALSO the cooperation between UNEP and FEE regarding adapting and extending the Blue Flag scheme outside Europe starting with the Caribbean Region;

The Blue Flag scheme is an environmental education and awareness -raising programme which aims to bring environmental concentrations into the planning and decision-making of coastal communities regarding the use of the coastal environment for tourism and recreation;

RECOGNIZING ALSO the need for close substantive cooperation between UNEP and FEE in carrying out their respective mandates, including the formulation and execution of existing and new joint programmes;

RECOGNIZING FURTHER that UNEP is actively involved in promoting environmental education globally through both formal and non-formal education, and that UNEP is desirous to further strengthen the crucial role it plays in building the capacity of developing countries and countries with economies in transition;

NOW THEREFORE, UNEP AND FEE (hereinafter referred to as Parties) have agreed as follows:

ARTICLE 1 - OBJECTIVE (Overall)

1. The present Memorandum of Understanding (hereinafter referred to as MOU), which is a partial implementation of the resolutions and decisions of the Governing bodies of UNEP and FEE is intended to provide a framework of cooperation with a view to contributing to more effective attainment of their common objectives.
2. The Parties agree to a long-term cooperative relationship for the purpose of identifying and developing programmes and activities, such as the Eco-Schools Programme, and the Blue Flag Scheme, to attain common objectives.

GENERAL CLAUSES

ARTICLE 2 - AREAS OF SHARED INTEREST AND COOPERATION

3. This MOU is intended to be an enabling framework of cooperation. Individual or specific areas of cooperation will be negotiated and, when agreed, attached as annexes to this MOU and implemented separately. These annexes shall form an integral part of this MOU and, unless expressly provided otherwise, a reference to this MOU constitutes a reference to the MOU with any annexes thereto.

4. The Parties will act in close co-operation and consult each other, on regular basis, on issues of common interest, including joint projects and other activities at the global, regional and national levels, in order to coordinate their work and to strengthen co-operation.

ARTICLE 3 - COLLABORATION ON ENVIRONMENTAL EDUCATION

5. The UNEP-FEE collaboration shall focus on all relevant areas of common interest related to Environmental Education on prioritized issues and programmes. In particular UNEP and FEE will, cooperate and coordinate their initiatives in the following areas:-

- a) UNEP shall recognise, disseminate information on and promote this established Partnership to its political and technical bodies, to its Members and public in general;
- b) UNEP shall recognise Eco-Schools Programme as among its preferred (school-based / children and youth) global model programmes for environmental education, management, sustainability, and certification at the international level;
- c) As principal UN agency for environmental matters, UNEP shall facilitate dialogue and involvement of FEE and the Eco-Schools programme with other relevant UN Agencies, their programmes and initiatives;
- d) UNEP shall invite FEE to participate in conferences, seminars, workshops or other initiatives promoted by UNEP in the area of environmental education, as appropriate;
- e) FEE shall recognise, disseminate information on and promote this established Partnership to its organisational bodies, Members, direct stakeholders and public at international, national, regional and local levels, especially as relevant to schools and the Eco-Schools programme;
- f) FEE shall promote Eco-Schools and develop the programme through its Members providing coordination, information, and resources to its national members and direct stakeholders as appropriate;
- g) FEE shall recognise UNEP as a Principal Institutional Partner in the International Development of the Eco-Schools Programme;
- h) FEE, through its Programme Coordinations and Member Organisations, shall endeavour to promote, participate in and contribute to events, initiatives, consultations and other activities as requested by UNEP;
- i) FEE shall invite a representative of UNEP to attend General and Programme Meetings as appropriate.
- j) UNEP and FEE shall jointly collaborate in programming and fund raising to finance activities associated with the enlarging of the Eco-Schools programme to other regions, such as organising seminars / conferences, exploratory / mentoring visits to potential candidates for FEE Membership, capacity building training, resources and/or materials for new FEE Members to initiate the Eco-Schools programme or adapt existing programmes, and increases to networking and dissemination capacity of Eco-Schools International Coordination, as appropriate;

ARTICLE 4 - MODALITIES OF COOPERATION

6. To ensure that the partnership develops optimally in the spirit of this MOU, UNEP and FEE will maintain close working relationship and each Party undertakes to support the other and seek ways to make the most effective use of the cooperation in pursuit of its mission. In particular, the Parties agreed on the following:-

- a) UNEP, through its experience with multi-stakeholder involvement and its existing networks, shall assist in the identification of organisations, organisational networks and established programme networks which may be appropriate for FEE Membership with a view to piloting, managing and developing Eco-Schools and other programmes of FEE as appropriate;
- b) UNEP shall, together with FEE, work towards establishing national and regional networks of non-governmental organisations with FEE Membership with a view to piloting, managing and developing Eco-Schools and other programmes of FEE as appropriate;
- c) UNEP will advice and make available to FEE technical material and information related to the latter's areas of activities, such as material and information associated with Global Environmental Outlook process and sustainable production and consumption, which in turn will be disseminated and promoted to FEE's Members and stakeholders as appropriate;
- d) UNEP shall provide technical support, when necessary and practicable through its staff, in their areas of expertise; as well as facilities (web-based, logistic, etc), for events, publications, etc, as appropriate;
- e) FEE shall invite UNEP representatives to be Members of Steering Groups, Advisory Boards or other consultative committees at international and regional levels as appropriate;
- f) FEE shall consider organisations' applications for FEE Membership, by organisations identified by UNEP, according to mutually agreed processes;
- g) FEE shall work to extend the Eco-Schools programme to new regions, through the piloting and development of new national programmes and involvement and adaptation of existing networks of programmes for environmental education for sustainable development;
- h) FEE shall promote and disseminate through its international network and to its stakeholders initiatives and materials which are coherent with the nature of this Partnership; where the Eco-Schools programme does not already have support resources relating to specific and relevant UNEP initiatives (such as annual thematic years), FEE shall work with UNEP on producing or acquiring support resources for schools and other direct stakeholders.

ARTICLE 5 – GENERAL PROVISIONS

7. *Financial Provisions:* Financial provisions relating to any cooperative activity between the Parties shall be included in the relevant annex, or in any complementary agreement relating to that activity.

8. *Privileges and Immunities of the United Nations:*

- a) Nothing in or relating to this MOU shall be deemed a waiver of any of the privileges and immunities of the United Nations.
- b) FEE shall be considered as having legal status of an independent contractor. Agents or employees of FEE shall not be considered in any respect as being officials or staff members of UNEP.
- c) FEE shall refrain from any action which may adversely affect UNEP or the United Nations and shall fulfill its commitments with the fullest regards to the interest of the United Nations.
- d) FEE shall indemnify, hold and save harmless and defend at its own expense UNEP, its officers, agents and employees from and against all suits, claims, demands and liability of any kind, including costs and expenses arising out of negligent misconduct of FEE or its employees in the performance of the terms of this Memorandum.

ARTICLE 6 - ENTRY INTO FORCE, AMENDMENT AND TERMINATION

9. *Amendment:* This MOU may be amended with the mutual consent of the Parties in writing. Each such amendment shall enter into force on the date it is agreed to by both Parties.

10. *Termination:* This MOU may be terminated by either Party after giving at least six months' written notice to the other Party.

11. *Adoption and Entry into Force:* This MOU will enter into force on the date of signature by the duly authorized representatives of the Parties and shall continue to be in force until such time that it is terminated as provided herein.

ARTICLE 7 - ARBITRATION

Any controversy or claim arising out of, or in accordance with this Memorandum, of 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 arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy or claim.

IN WITNESS WHEREOF, the undersigned, being duly authorised have signed the present agreement on the dates and at the places indicated below by their respective signatures.

**For United Nations
Environment Programme**

**For Foundation for
Environmental Education**

Klaus Toepfer
Executive Director,
United Nations Environment Programme

Prof. Graham Ashworth
President,
Foundation for Environmental Education

Signed on: _____, 2003

Signed on: _____, 2003