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MEMORANDUM OF UNDERSTANDING

ON COOPERATION AND EXCHANGE IN THE AREA OF WILDLIFE CONSERVATION AND NATIONAL PROTECTED AREAS

BETWEEN

THE DEPARTMENT OF THE INTERIOR OF THE UNITED STATES OF AMERICA

AND

THE MINISTRY OF SCIENCE, TECHNOLOGY, AND ENVIRONMENT OF THE REPUBLIC OF CUBA

The Department of the Interior (DOI) of the United States of America and the Ministry of Science, Technology, and Environment (CITMA) of the Republic of Cuba, hereinafter the Participants,

Recognizing the mutual interest of the United States of America and the Republic of Cuba in the management of the protected areas within each national jurisdiction with the purpose of conserving biodiversity and cultural and historical heritage and promoting the sustainable use of natural resources;

Understanding that the ecological connectivity between the United States of America and the Republic of Cuba includes many wildlife species that move between the two countries and that therefore cooperation in their management and protection is of mutual interest;

Recalling that both nations face challenges in the protection of natural resources from the impacts of human development, overexploitation, and a changing climate;

Acknowledging the multiple environmental, economic, and social benefits from the activities associated with protecting and maintaining ecosystems in the United States of America and the Republic of Cuba, as well as the Greater Caribbean and the Gulf of Mexico regions;

Noting the mutual interest in establishing effective relationships between the United States of America and the Republic of Cuba focused on scientific investigations, combating illicit wildlife trafficking, management of natural resources, and cooperation in education and outreach;

Considering the international agreements that support environmental protection and conservation of biodiversity , to which both Participants are Parties, such as:

- The Convention on Wetlands of International Importance Especially as Waterfowl Habitat, done at Ramsar on February 2, 1971 (Ramsar Convention);
- The Convention Concerning the Protection of the World Cultural and Natural Heritage, done at Paris on November 23, 1972;
- The Convention on International Trade in Endangered Species of Wild Fauna and Flora, done at Washington on March 3, 1973 (CITES);
- The Protocol Concerning Specially Protected Areas and Wildlife (SPAW Protocol) to the Convention for the Protection and Development of the Marine Environment in the Wider Caribbean Region, done at Kingston on January 18, 1990;
- The Paris Agreement, done at Paris on December 12, 2015;
- The United Nations Framework Convention on Climate Change, done at New York on May 9, 1992; and
- The United Nations Convention to Combat Desertification in Those Countries Experiencing Serious Drought and/or Desertification, Particularly in Africa, done at Paris on June 17, 1994.

The Participants intend to work in collaboration on the following:

I. PURPOSE

This Memorandum of Understanding (Memorandum) is intended to establish a means for identifying, facilitating, and strengthening cooperative bilateral activities between the Participants on the basis of equality and mutual benefit, considering their respective institutions, legislation, and policies, to work jointly in matters related to the protection, sustainable use, management, conservation, and restoration of the environment.

This Memorandum does not create any legal obligations under international or national law, nor does it alter or affect the capacities of the Participants to execute their programs and responsibilities consistent with their respective national laws and regulations.

II. DESCRIPTION OF THE PARTICIPANTS

Ministry of Science, Technology, and Environment

CITMA is responsible for overseeing the management of biological diversity, both within and outside protected areas, to ensure its conservation and sustainable use. CITMA directs and controls, through the National Center for Protected Areas (CNAP), the National System of Protected Areas (SNAP), and provides the scientific and technical support necessary for its comprehensive management at the national level.

SNAP in Cuba is comprised of terrestrial and marine natural areas of most importance to Cuba. Its mission is to guarantee the conservation of the historical, cultural, and natural assets in the representative ecosystems of the country and contribute to sustainable development. Its functions are supervised by a Coordinating Junta and are structured through decentralized provincial subsystems, where different institutions administer protected areas at the local level.

Department of the Interior

Created in 1849, DOI protects and manages the United States' natural resources and cultural heritage; provides scientific and other information about those resources; and honors its trust responsibilities or special commitments to the more than 570 federally recognized Indian tribes, Alaska Natives, and affiliated Island Communities. DOI's governing roles and responsibilities are distributed among ten main bureaus, including the National Park Service (NPS), U.S. Fish and Wildlife Service (FWS), Bureau of Land Management (BLM), Bureau of Reclamation (BOR), Bureau of Indian Affairs (BIA), Bureau of Indian Education (BIE), Bureau of Safety and Environmental Enforcement (BSEE), Bureau of Ocean Energy Management (BOEM), Office of Surface Mining Reclamation and Enforcement (OSMRE), and U.S. Geological Survey (USGS). DOI manages public lands and minerals in the United States, administering approximately 20 percent of the lands, 700 million acres of subsurface minerals, and nearly 2.5 billion acres of the Outer Continental Shelf. Additionally, DOI is responsible for conservation of Federally protected fish, wildlife and plants, including migratory birds, threatened and endangered species, marine mammals, and CITES-listed species; implementation and enforcement of CITES; historic preservation; surface-mined lands protection and restoration; mapping; and geological, hydrological, and biological science for the United States.

III. COOPERATIVE ACTIVITIES

Cooperative bilateral activities may be carried out in the following areas to the extent they are within the Participants' respective authorities:

A. Biodiversity and Ecosystems

Conservation, protection, management, sustainable use, and restoration of biodiversity, lands, and ecosystems, including but not limited to:

- Law enforcement for environmental protection and natural resources management, including combatting international trafficking of wild flora and fauna and the return of specimens of wildlife traded in violation of applicable law, consistent with relevant international and national laws and regulations;
- Conservation, protection, management, and sustainable use of biodiversity and forestry resources, including migratory, endangered, and other species of mutual interest;
- Sustainable management of native species and ecosystems, and the protection against invasive species;
- Control and use of wildfires to sustain a healthy ecosystem and protect natural resources;
- Protection of wetlands, coastal ecosystems, and their resources;

- Preservation and fostering of ecosystem services; promotion of environmental education and community and public outreach and participation (especially of youth, women, and local communities); and
- Inclusion of biodiversity conservation and sustainable use in relevant sectoral or cross-sectoral plans, programs, and policies.

B. Natural Protected Areas

Conservation and management of natural protected areas, including but not limited to:

- Identification and protection of key ecological connections between protected areas of both Participants;
- The development of "Sister Parks" and other protected area partnership mechanisms; and
- Preservation and protection of related cultural and historical heritage.

C. International Conservation Law & Policy

Coordination and cooperation on the sustainable use and restoration of biodiversity, lands, ecosystems, birds, and other wildlife through international conservation law and policies, including but not limited to the international instruments referred to in the Preamble.

D. Climate Change

Sharing information and coordinating on policies and programs related to mitigation of and adaptation to climate change, including but not limited to:

- Protection and conservation of natural resources and ecosystems in order to build ecological and cultural resilience;
- Assessment of observed and potential projected impacts of climate change;
- Examination of the effects of greenhouse gas emissions and the reductions thereof on human health and ecosystems; and
- Consideration of ecosystem-based adaptation measures.

E. Additional Environmental and Scientific Cooperation

Other items of common interest covered by this Memorandum identified by the Participants.

IV. MODALITIES OF COOPERATION

The Participants intend that consistent with their respective laws and policies, the areas of cooperation referred to in Section III may be carried out as follows:

- Exchanging of information on voluntary and mutually decided terms regarding environmental policies, wildlife trafficking investigations, economic and administrative instruments, technologies, best practices, technical or scientific

information with reference to the protection of the environment, or conservation or management of natural resources;

- Conducting joint projects and joint studies;
- Holding bilateral meetings;
- Creating ad hoc working groups;
- Promoting community and public participation in environmental and natural resources issues; and
- Performing other joint activities identified by the Participants.

The Participants may also jointly decide to explore opportunities for technical and scientific cooperation on matters covered by this Memorandum amongst themselves and with one or more third countries. Such cooperation may include involvement in initiatives of relevant international and regional organizations.

For cooperation requested by either Participant that is outside the scope of expertise of either Participant or when otherwise beneficial, the Participants may, by mutual decision and consistent with their respective laws and policies, request the support and participation of other entities, including other federal agencies, agencies at other levels of government, non-governmental organizations, the private sector, and scientific-academic institutions.

The Participants further expect activities and proceedings under this Memorandum to build upon, supplement, and support other existing cooperative structures and activities and avoid duplication where practical and appropriate.

V. COORDINATION AND PROJECT IMPLEMENTATION

Each Participant intends to appoint and notify the other Participant of one or more points of contact for cooperation under this MOU.

For any major project or activity, the Participants may jointly prepare a specific work plan that sets forth, as appropriate, activities, actions to be taken, deadlines, contact points, staff requirements, cost estimates, funding sources, and any other necessary information.

VI. EXPENSES

This Memorandum is neither a fiscal nor funds obligation document. Each Participant is expected to bear the costs of its participation in all cooperative activities carried out under this MOU unless the Participants establish other arrangements in writing. All cooperative activities under this MOU are subject to the availability of funds. Any cost-sharing arrangement, where authorized by the laws of each Participant, may be documented by a separate instrument between the Participants.

VII. MEETINGS

The Participants may meet at least annually to review activities under this Memorandum, whether in person or through other means as appropriate. In determining the agenda for such meetings, the Participants may coordinate as appropriate.

VIII. ENTRY AND EXIT OF PERSONNEL AND EQUIPMENT

Each Participant intends to take reasonable steps to facilitate, within applicable laws and regulations, entry into and exit from its territory of personnel and equipment, including donated surplus equipment, necessary in furtherance of the activities of this Memorandum.

IX. INTELLECTUAL PROPERTY

Activities carried out under this MOU are not expected to involve the creation of intellectual property. The Participants intend to notify one another if they become aware of circumstances in which intellectual property rights may arise. In such cases, the work is expected to be halted or modified to the mutual satisfaction of both Participants.

X. RESOLUTIONS OR DIFFERENCES

Any differences that may arise from the interpretation or application of the provisions of this Memorandum are intended to be resolved by the Participants by means of negotiations and consultations in good faith.

XI. FINAL PROVISIONS

This Memorandum becomes operative upon signature of both Participants and is intended to continue for a period of five (5) years.

Prior to the end of the 5-year period, the Participants intend to review the implementation, effectiveness, and provisions of this Memorandum and may extend it for an additional five years by mutual written decision. At any time, a Participant may propose modifications to the Memorandum, which the Participants expect would be formalized by mutual written decision.

If a Participant intends to discontinue its cooperation under this Memorandum, it is expected to notify the other Participant in writing sixty (60) days in advance.

Unless the Participants determine otherwise, the discontinuation of this Memorandum is not intended to affect the implementation of cooperative activities or specific projects initiated while this Memorandum is applicable.

The Participants expect all information that is shared pursuant to this Memorandum to be subject to their respective national laws with respect to the disclosure of such information.

XII. SIGNATURES

Signed in Washington, D.C., and Havana, Cuba, in two originals, in the English and Spanish languages.

FOR THE DEPARTMENT OF THE INTERIOR OF THE UNITED STATES OF AMERICA	**FOR THE MINISTRY OF SCIENCE, TECHNOLOGY, AND ENVIRONMENT OF THE REPUBLIC OF CUBA**
February 29, 2024	08 de Marzo de 2024
DATE	**DATE**