MEMORANDUM OF UNDERSTANDING

BETWEEN

THE ROUNDTABLE ON SUSTAINABLE PALM OIL (RSPO)

AND

THE WORLD ASSOCIATION OF ZOOS AND AQUARIUMS (WAZA)

WHEREAS the Roundtable on Sustainable Palm Oil, hereinafter referred to as "RSPO", is a non-profit international association governed by Swiss law that unites stakeholders from seven sectors of the palm oil industry to develop and implement global standards for sustainable palm oil.

WHEREAS the World Association of Zoos and Aquariums (hereinafter referred to as "WAZA") is the international umbrella organisation for the zoo and aquarium community worldwide, that guides, encourage and support zoos, aquariums and like-minded organisations in animal care and welfare, environmental education and global conservation.

WHEREAS WAZA and RSPO (hereinafter collectively referred to as "Parties") share common objectives with regard to the conservation, protection, enhancement, biological diversity and sustainable production and consumption, and wish to collaborate to further these common goals and objectives within their respective mandates and governing rules and regulations;

WHEREAS the Parties intend to conclude this Memorandum of Understanding (hereinafter referred to as "MOU") with the aim of consolidating, developing and detailing their cooperation and effectiveness to achieve the common objectives in the field of conservation of biodiversity.

Article 1

Interpretation

1. References to this MOU shall be construed as including any Annexes, as varied or amended in accordance with the terms of this MOU. Any Annexes shall be subject to the provisions of this MOU, and in case of any inconsistency between an Annex and this MOU, the latter shall prevail.

2. Implementation of any subsequent activities, projects and programmes pursuant to this MOU, including those involving the transfer of funds between the Parties, shall necessitate the execution of appropriate legal instruments between the Parties. The terms of such legal instruments shall be subject to the provisions of this MOU.
3. This MOU represents the complete understanding between the Parties and supersedes all prior MOUs, communications and representations, whether oral or written, concerning the subject matter of this MOU.

4. Any Party's failure to request implementation of a provision of this MOU shall not constitute a waiver of that or any other provision of this MOU.

Article 2
Duration

1. This MOU shall be effective upon the last date of signature of the approving officials and remain in force until 31 December 2023, unless terminated in accordance with Article 14 below.

Article 3
Purpose

1. The purpose of this MOU is to provide a framework of cooperation and understanding, and to facilitate collaboration between the Parties to further their shared goals and objectives in regard to the transformation of markets to make sustainable palm oil the norm.

2. The objectives of this MOU shall be achieved through:
   
   a. Regular dialogue and meetings between the Parties;
   
   b. Execution of a separate legal instrument between the Parties to define and implement any subsequent activities, projects and programmes pursuant to Article 1.2.

Article 4
Areas of Cooperation

1. Areas of Cooperation are agreed jointly through the cooperation mechanism in the MOU. Policies and priorities under this MOU may also be jointly reviewed periodically by the Parties pursuant to Article 5 to allow the Parties to respond to newly emerging issues in the realm of environment and sustainable development.

2. The Parties have agreed to the following preliminary and overarching areas of cooperation for this MOU, which form part of WAZA's mandate and programme of work and have been approved by the WAZA Council. The items listed below are also priorities or ongoing activities of RSPO, in accordance with its mandate. All could be strengthened through the cooperation of the Parties.
a. Increase dialogue and cooperation between WAZA, through relevant divisions or initiatives and RSPO through regular attendance and participation in events of mutual interests (e.g. annual RSPO roundtable meetings, WAZA annual conference or its members' events related to Sustainable Consumption and Production);

b. Participation of WAZA in the RSPO Biodiversity and High Conservation Value Working Group as invited resource persons, as needed, to provide information on potential in situ conservation projects for compensation projects and to provide local knowledge to inform decisions of the compensation panel;

c. Facilitate the Complaints Panel to provide in-situ information and to deliberate solutions for complaints cases;

d. WAZA to encourage participation amongst its members in providing technical inputs to improve sustainability indicators and criteria of the RSPO certification scheme, especially with regards to environmental responsibility and biodiversity conservation from the WAZA network;

e. WAZA to lead the coalition of zoos and aquariums to promote awareness on the production and consumption of certified sustainable palm oil (CSPO) to the general public. Awareness campaigns should be carried out by either 50% of the WAZA members by 2023 or by all the zoos which house charismatic species that are negatively impacted by unsustainable oil palm plantations by 2023.

f. 50% of WAZA members commit to use only CSPO in the products they retail, purchase and consume in their premises by 2023.

g. RSPO members to commit to a 20% increase in CSPO consumption/utilization above current levels by 2023.

3. The above list is not exhaustive and should not be taken to exclude or replace other forms of cooperation between the Parties on other issues of common interest.

Article 5
Organization of the Cooperation

1. The Parties shall hold regular bilateral meetings on matters of common interest, in accordance with an agenda agreed to in advance by the Parties, for the purpose of developing and monitoring collaborative projects. Such meetings shall take place at least once every six months to:

   a. discuss technical and operational issues related to furthering the objectives of this MOU; and
b. review progress of work undertaken by either Party to a separate legal instrument in the priority areas of cooperation mentioned in Article 4 above.

2. Within the context defined above, further bilateral meetings at desk-to-desk and at expert level shall be encouraged and set up on an ad hoc basis as deemed necessary by WAZA and RSPO to address matters of common interest for the implementation of activities in specific areas, countries and regions.

3. In implementing activities, projects and programmes in the agreed priority areas, the Parties shall execute a separate legal instrument appropriate for the implementation of such initiatives in accordance with Article 1.2 above. In identifying the areas of cooperation under this MOU, due regard shall be given to RSPO's geographic coverage; capacity for implementation and experience in the related field.

4. Each Party undertakes to share knowledge and information in its area of operations and expertise relevant to the MOU with the other Party.

Article 6
Status of the Parties and their Personnel

1. The Parties acknowledge and agree that RSPO is an entity separate and distinct from WAZA. The employees, personnel, representatives, agents, contractors or affiliates of RSPO, including the personnel engaged by RSPO for carrying out any of the project activities pursuant to this MOU, shall not be considered in any respect or for any purposes whatsoever as being employees, personnel, representatives, agents, contractors or affiliates of WAZA, nor shall any employees, personnel, representatives, agents, contractors or affiliates of WAZA be considered, in any respect or for any purposes whatsoever, as being employees, personnel, representatives, agents, contractors or affiliates of RSPO.

2. Neither Party shall be entitled to act or make legally binding declarations on behalf of the other Party. Nothing in this MOU shall be deemed to constitute a joint venture, agency, interest grouping or any other kind of formal business grouping or entity between the Parties.

Article 7
Fundraising

1. To the extent permitted by the Parties' respective regulations, rules and policies, and subject to sub-article 2, the Parties may engage in fundraising from the public and private sectors to support the activities, projects and programmes to be developed or carried out pursuant to this MOU.
2. Neither Party shall engage in fundraising with third parties in the name of or on behalf of the other, without the prior express written approval of the other Party in each case.

Article 8
Intellectual Property Rights

1. Nothing in the MOU shall be construed as granting or implying rights to, or interest in, intellectual property of the Parties, except as otherwise provided in Article 8.2.

2. In the event that the Parties foresee that intellectual property that can be protected shall be created in relation to a particular activity, project or programme to be carried out under this MOU, the Parties shall negotiate and agree on terms of its ownership and use in the relevant legal instrument concluded as per Article 1.2.

Article 9
Use of Name and Emblem

1. Neither Party shall use the name, emblem or trademarks of the other Party, its subsidiaries and/or affiliates, or any abbreviation thereof, in connection with its business or for public dissemination without the prior expressly written approval of the other Party in each case.

2. Both Parties acknowledges that it is familiar with the independent, international and impartial status of either and recognizes that their names and emblems may not be associated with any political or sectarian cause or otherwise used in a manner inconsistent with the status of either Parties.

3. The Parties agree to recognize and acknowledge this partnership, as appropriate. To this end, the Parties shall consult with each other concerning the manner and form of such recognition and acknowledgement.

Article 10
Confidentiality

1. The handling of information shall be subject to each Party's corporate confidentiality policies.

2. Before disclosing internal documents, or documents that by virtue of their content or the circumstances of their creation or communication must be deemed confidential, of the other Party to third parties, each Party shall obtain the express, written consent of the other Party. However, a Party's disclosure of another Party's internal and/or confidential documents to an entity the disclosing Party controls or with which it is under common control, or to an entity with which it has a confidentiality agreement, shall not be considered a disclosure to a third party, and shall not require prior authorization.
Article 11
Responsibility

1. Each Party will be responsible for dealing with any claims or demands arising out of its actions or omissions, and those of its respective personnel, in relation to this MOU.

2. RSPO shall indemnify, hold and save harmless and defend at its own expense, the WAZA, their officials, personnel and representatives, from and against all suits, claims, demands and liability of any nature or kind which may arise in relation to this MOU due to any actions or omissions attributable to RSPO.

3. WAZA shall indemnify, hold and save harmless and defend at its own expense, the RSPO, their officials, personnel and representatives, from and against all suits, claims, demands and liability of any nature or kind which may arise in relation to this MOU due to any actions or omissions attributable to WAZA.

Article 12
Dispute Settlement

1. The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of this MOU through the use of appropriate measures within their own capacities.

Article 13
Notification and Amendments

1. Each Party shall promptly notify the other in writing of any anticipated or actual material changes that will affect the execution of this MOU.

2. The Parties may amend this MOU by mutual written agreement, which shall be appended to this MOU and become an integral part of it.

Article 14
Termination

1. Either Party may terminate this MOU by giving three months’ prior written notice to the other Party.

2. Upon termination of this MOU, the rights and obligations of the Parties defined under any other legal instrument executed pursuant to this MOU shall cease to be effective, except as otherwise provided in this MOU.
3. Any termination of the MOU shall be without prejudice to (a) the orderly completion of any ongoing collaborative activity and (b) any other rights and obligations of the Parties accrued prior to the date of termination under this MOU or legal instrument executed pursuant to this MOU.

IN WITNESS WHEREOF, the duly authorized representatives of the Parties affix their signatures below.

On Behalf of RSPO

[Signature]
Darrel Webber
Chief Executive Officer
Date: 19-10-2017

On Behalf of WAZA

[Signature]
Jenny Gray
President
Date: 19-10-2017