



INTERNATIONAL BIG CAT ALLIANCE

Framework Agreement on the establishment of the *International Big Cat Alliance (IBCA)*

The Parties to this Agreement,

Recalling the International Big Cat Alliance launched by the Prime Minister of India on 9th April 2023 and the shared ambition to undertake joint efforts required to lower the cost of financing and technology, mobilize resources for protection and conservation of seven major Big Cats in the world viz. Tiger, Lion, Leopard, Snow Leopard, Puma, Jaguar and Cheetah, and pave the way for future technologies adapted to their needs,

Recognizing that improvement in the status of habitats, prey and Big Cats provides range-countries and/or non-range countries interested in big cat conservation, conservation partners, interested business and corporate groups, and scientific institutions working in the field of big cat conservation, with an unprecedented opportunity to secure their ecological future and mitigate adverse effects of climate change,

Acknowledging the specific and common obstacles that still stand in the way of harboring big cats in range countries.

Affirming that these obstacles can be addressed if big cat range-countries, nonrange countries interested in big cat conservation, and non-range countries interested in big cat conservation, conservation partners, interested business and corporate groups, and scientific institutions working in the field of big cat conservation, act in a coordinated manner, with strong political impulse and resolve, and that to ensure a viable and self-sustainable population of big cats.

Considering the urgent need for closer cooperation on the status of habitats, prey, and big cats among the Parties in range countries to contribute to the expansion of joint efforts required to lower the cost of financing and technology, mobilize resources for protection and conservation, conduct advanced conservation studies, and strengthen the Parties' capacities in coping with global climate change issues.

United in their desire to establish an effective mechanism of coordination and decision-making amongst them,



INTERNATIONAL BIG CAT ALLIANCE

Have agreed as follows:

Article I Definition of terms

For the purposes of this Agreement:

- a) “Agreement” means the Agreement on the Establishment of the International Big Cat Alliance (IBCA);
- b) “Organization” means the International Big Cat Alliance (hereinafter referred to as the "IBCA") established under this Agreement;
- c) “Assembly” means the highest decision-making organ of the Organization comprising representatives appointed by the Parties to this Agreement;
- d) “Director-General” means the Chief Executive Officer of the Organization who is appointed by the Assembly;
- e) “Secretariat” means the body which shall provide administrative support to the Organization as well as carry out the activities guided by the Assembly;
- f) “Signatory Country” means a country which has signed this Agreement, and yet to deposit the instrument of ratification, acceptance, or approval of it;
- g) “Party” means a Signatory Country, which has deposited an instrument of ratification, acceptance, or approval and for which this Agreement has entered into force, or a country acceded to this Agreement;
- h) “Observer” means an organization or institution which has been granted the Observer status by the Assembly;
- i) “Representative” means an official nominated by a Party to the Agreement to represent the Party in the Assembly;
- j) “Host Country” means the country where the headquarters of the Organization is located; and



INTERNATIONAL BIG CAT ALLIANCE

- k) “Operational Expenditure” means the costs for the functioning of the Assembly, Secretariat and subsidiary bodies of the Organization.

Article II Establishment

1. The Organization is hereby established as an Inter-Governmental Organization in accordance with the provisions of this Agreement.
2. The Headquarters of the Organization, including the Secretariat, shall be located in the Republic of India. A separate “Headquarters Agreement” shall be concluded between the Government of the Republic of India and the Organization.

Article III General Objective

The Parties’ hereby establish an International Big Cat Alliance (hereinafter referred to as the IBCA), through which they will collectively address common challenges to the protection and conservation of seven (7) major Big Cats in the world viz. Tiger, Lion, Leopard, Snow Leopard, Puma, Jaguar and Cheetah and to secure socio-ecological future, and support adaptation and mitigation of adverse effects of climate change.

Article IV Guiding Principles

In order to achieve the objectives of this Agreement, Parties shall be guided by the following principles and approaches:

1. The Parties coordinated action through programmes and activities aimed at improving the state of habitats, prey, and big cats, including big cat protection and conservation, innovation, research, development and capacity building.
2. In this endeavor, Parties cooperate closely and strive for establishing mutually beneficial relationship with relevant institutions, organizations, public and private stakeholders and with non-member countries.
3. Each Party shares and updates relevant information about big cat protection and conservation programmes for which it seeks the benefits of collective



INTERNATIONAL BIG CAT ALLIANCE

action under the IBCA, as well as a common, mutually agreed upon analytical mapping of the programme, including its needs and objectives, domestic measures and initiatives taken or intended to be taken to achieve these objectives, along the value chain and dissemination process. The Secretariat maintains a database of these assessments in order to analyze and suggest opportunities for cooperation.

4. Each Party designates a National Focal Point for the IBCA in their country, which constitutes a permanent network of IBCA correspondents between the Parties. They interact with one another as well as key stakeholders to identify areas of mutual interest, design programme proposals, and make recommendations to the Secretariat regarding the implementation of the IBCA's objectives.

Article V Programmes and other activities

1. IBCA programme is a collection of actions, projects, and activities that Parties will carry out in a coordinated manner, with the assistance of the Secretariat, in order to achieve the objectives and guiding principles specified in Articles III and IV. Programmes are developed to ensure maximum scale effect and participation of the greatest possible number of Parties. They include simple, measurable, achievable, relevant, and timebound objectives.
2. Programme proposals are designed through open consultation among all National Focal Points of the Parties, with the assistance of the Secretariat, and based on the information shared by Parties. A Programme can be proposed by at least two Parties or group of Parties, or the Secretariat may provide a comprehensive Plan of Action (POA) containing the goals it expects to achieve in accordance with the IBCA's objectives. The Secretariat shall ensure that all IBCA Programmes are coherent.
3. The Secretariat circulates programme proposals to the Assembly digitally via the National Focal Points network. A Programme proposal is deemed open to adhesion by Parties willing to join if it is supported by at least two Parties and if objections are not raised by more than two Parties.



INTERNATIONAL BIG CAT ALLIANCE

4. A Programme proposal is formally endorsed by State Parties willing to join, through a joint declaration. All decisions regarding the implementation of the Programme are taken by Parties participating in the Programme. They are carried out, with the guidance and assistance of the Secretariat, by Representatives designated by each Party.
5. The annual work plan provides an overview of the IBCA's programmes and other activities. The Secretariat presents it to the Assembly to ensure that all programmes and activities in the annual work plan are consistent with the IBCA's overarching goal.

Article VI Legal Capacity

The Organization shall have legal personality and shall have the capacity, as may be necessary for the exercise of its functions and the fulfillment of its purposes, in particular:

- a) to enter into agreements and contracts;
- b) to acquire and dispose of movable and immovable property; and
- c) to institute, and defend, in legal proceedings.

Article VII Assembly

1. The Assembly shall be comprised of the Representatives of all Parties.
2. Each Party shall appoint one (1) Representative to the Assembly. The Assembly shall elect its President for a term of three years, to make decisions concerning the implementation of this Agreement and coordinated actions to be taken to achieve its objective.
3. The Assembly shall have an annual/biannual meeting at the seat of the IBCA. The Assembly may also meet under special circumstances either virtually or physically at the request of a simple majority of the Parties, depending upon the need and nature of the circumstance(s).



INTERNATIONAL BIG CAT ALLIANCE

4. The Assembly shall, at its first meeting, adopt the internal Regulations of the Organization.
5. The Assembly shall, at its first meeting, elect and appoint the Director General of the Secretariat.
6. The Assembly shall:
 - a) adopt and, if necessary, amend the internal regulations of the Organization;
 - b) appoint the Director General of the Secretariat;
 - c) approve the establishment of subsidiary bodies that are necessary for the achievement of the objectives of the Organization;
 - d) approve the program and budget for the activities of the Organization;
 - e) review reports submitted by the Director General and the subsidiary bodies of the Organization, if any and provide guidance to them;
 - f) promote and strengthen relationships with other relevant organizations;
 - g) deliberate and adopt amendments to the Agreement proposed by any Party/Parties in accordance with Article XIX of this Agreement;
 - h) approve applications for Observer status; and
 - i) exercise such other functions as necessary for the achievement of the objectives of the Organization.
7. Amendments to the Agreement shall be adopted by the Assembly by two thirds majority of the Parties present and voting.
8. The Assembly shall make every effort to reach decisions by consensus. If a consensus cannot be achieved, decisions on procedural issues are made by a simple majority of the Parties present and voting, while decisions on



INTERNATIONAL BIG CAT ALLIANCE

substantive issues are made by two-thirds majority of the Parties present and voting.

9. Each Party has one vote in the Assembly. Observers may participate without having right to vote.
10. Break-out sessions of the Assembly may be held in order to take stock of the Programmes at Ministerial level and make decisions regarding their further implementation, in furtherance of Article V(4) of this Agreement.
11. The Assembly assesses the aggregate effect of the Programmes and other activities under the IBCA, in particular in terms of implementing protection and conservation programme for big cats, performance, reliability, as well as cost and scale of finance. Based on this assessment, Parties take all necessary decisions regarding the further implementation of the objectives of the IBCA.
12. All decisions taken by the International Steering Committee of the IBCA, established by the Republic of India Declaration dated 12th March 2024 on the IBCA, are submitted to the Assembly for adoption at its first meeting.

Article VIII Secretariat

1. Upon entry into force of the Agreement, the Secretariat shall be formed. The Secretariat shall be headed by the Director General, who is the Chief Executive Officer of the IBCA. The Director General shall hold the office for a term of five (5) years, and extendable for not more than one (1) term.
2. Subject to internal Regulations of the Organization, the Director General shall appoint the staff members of the Secretariat. Non-staff personnel shall also be appointed by the Director General, on specific terms and assigned duties that are necessary towards achieving the objectives of the Organization.
3. Subject to guidance by the Assembly, the Director General shall enter into administrative and contractual arrangements on behalf of the Organization for the implementation of the activities of the Organization.



INTERNATIONAL BIG CAT ALLIANCE

4. The Secretariat shall:

- a) prepare and propose, the internal Regulations of the Secretariat for consideration by the Assembly;
- b) make arrangements for sessions of the Assembly and other subsidiary bodies of the Organization and provide the necessary services;
- c) manage the budget and implement the programs approved by the Assembly;
- d) report to the Assembly on the budget and progress of the implementation of the programs on a regular basis;
- e) coordinate its activities with other relevant bodies and entities;
- f) assist the National Focal Points in preparing the Programme proposals and recommendations submitted to the Assembly;
- g) make appropriate arrangements for conservation-related cooperation and enter into agreements or contracts with relevant national, regional or international organizations, non-governmental organizations, foundations and associations, both public and private which are in line with the programmes, projects, and work plans approved by the Assembly;
- h) facilitate preparation, evaluation and recommendation of proposals which are to be considered by the Assembly;
- i) provide guidance and support to Parties in the implementation of each Programme, including raising of funds;
- j) set and operate all means of communication, instruments and crosscutting activities required for functioning of the IBCA and its Programmes, as approved by the Assembly; and
- k) perform other secretariat functions as may be decided by the Assembly.



INTERNATIONAL BIG CAT ALLIANCE

Article IX Budget and Financial Resources

1. Operating expenditure of the Secretariat and Assembly, and all other expenditure related to support functions and cross-cutting activities, form the budget of the IBCA. They are covered by:
 - a) Voluntary contributions from its Parties, UN & its agencies, other interested Countries and interested organizations;
 - b) Voluntary contributions from public sector undertakings / private sector. In case of a possible conflict of interest, the Secretariat refers the matters to the Assembly for approval of the acceptance of the contributions;
 - c) Corporate Social Responsibilities and other possible sources;
 - d) Revenue to be generated from specific activities approved by the Assembly.
2. The Secretariat will make proposals before the Assembly to establish and enhance a Corpus Fund.
3. Government of the Republic of India will contribute US\$ 18 Million (Approx) to the IBCA for creating corpus, infrastructure and recurring expenditure over 5 year duration from 2023-24 to 2027-28.
4. Financial resources required for the implementation of a specific Programme, other than administrative expenditure falling under the general budget, are assessed and mobilized by countries participating in this Programme, with the support and assistance of the Secretariat.
5. The Parties shall exert its best efforts to make the most effective use of the financial or other assistance provided by IBCA and shall use such assistance only for the purpose for which it is intended.
6. The funds shall be subject to an independent external audit on an annual basis. The Secretariat with the approval of the Assembly may appoint an external auditor to examine the accounts of the IBCA.



INTERNATIONAL BIG CAT ALLIANCE

Article X Official Language and Organization Symbol

The official language of the Organization shall be English. The Organization shall have a flag and an emblem.

Article XI Organs and Subsidiary Bodies

1. The principal organs of the Organization shall be the Assembly and a Secretariat.
2. Subsidiary bodies may be established upon approval by the Assembly in accordance with Article VII of this Agreement.

Article XII Membership

Membership is open to all UN member States. The Signatory Countries shall become Parties to this Agreement after they have deposited an instrument of ratification, acceptance, or approval, and Countries acceded to this Agreement. The Parties to this Agreement shall be the members of the Organization.

Article XIII Partner Organizations

1. Partner Organization status may be granted by the Assembly to organizations that have potential to help the IBCA to achieve its objectives, including regional inter-governmental economic integration organizations constituted by sovereign States and at least one of which is a member of IBCA.
2. Decision regarding partnerships to be concluded in the context of a specific Programme is taken by countries participating in this Programme, with the approval of the Secretariat.
3. United Nations including its organs/agencies will be the Strategic Partner of the IBCA.

Article XIV

Observers 1.

Observer status may be granted by the Assembly to:



INTERNATIONAL BIG CAT ALLIANCE

- a) Signatory Countries which have not deposited instruments of ratification, acceptance or approval;
 - b) Other countries which have submitted an application to be an Observer; and
 - c) International organizations and non-governmental organizations acting in the field of conservation.
2. Matters related to the participation of Observers in the activities of the Organization may be decided by the Assembly in accordance with the internal Regulations of the Organization.

Article XV Privileges and Immunities of the IBCA

1. The Organization shall enjoy such privileges and immunities for the active functioning of the Organization, as agreed in the Headquarters Agreement between the Organization and the Host Country.
2. The Organization may conclude agreements with concerned Parties other than the Host Country in order to secure appropriate privileges and immunities in the territories of those Parties.

Article XVI Intellectual Property Rights

1. The intellectual property rights in respect of any research and technological development, or products or services development:
 - a) carried out jointly by the Parties, or research results obtained through the joint activity effort of the Parties, shall be jointly owned by such Parties in accordance with terms mutually agreed upon on a case to case basis; and
 - b) implemented solely and separately by a Party, or the research results obtained through the sole and separate effort of an individual Party, shall be owned by the Party concerned.
2. Patent rights, copyright rights or any other similar rights to any discoveries or work resulting from IBCA assistance under this Agreement shall belong to IBCA unless otherwise agreed in any particular case. Parties shall also inform IBCA if such Party is working with some other



INTERNATIONAL BIG CAT ALLIANCE

Organization/Country/nonmember or if any form of assistance w.r.t. protection and conservation of major big cats is being received from any source other than IBCA.

3. The use of the name, logo and/or official emblem of the Organization on any publication, document and/or paper not related to the Organization is prohibited without the prior approval of the Assembly.

Article XVII Settlement of Disputes

Any difference or dispute arising out of the interpretation, implementation and/or application of provisions of this Agreement shall be settled amicably through mutual consultation and/or negotiation between the Parties concerned through diplomatic channels.

Article XVIII Entry into Force

1. This Agreement shall enter into force on the fifteenth (15th) day after the date of deposit of the fifth (5th) instrument of ratification, acceptance or approval including that of the Republic of India.

2. This Agreement shall be subject to ratification, acceptance or approval by the Signatory Countries.

3. For any Country that ratifies, accepts, approves or accedes to this Agreement after the date of its entry into force, the Agreement shall take effect on the fifteenth (15th) day after the date of deposit of its respective instrument.

4. Once the Agreement comes into force, the International Steering Committee of the IBCA ceases to exist and a Standing Committee will be constituted.

Article XIX Amendment

1. Any Party may propose amendments to this Agreement by notifying the Secretariat in writing after expiry of one year from the commencement of this Agreement. Proposed amendments shall be communicated by the Secretariat to all Parties at least sixty (60) days prior to their deliberation by the Assembly.



INTERNATIONAL BIG CAT ALLIANCE

Amendments to the Agreement shall be adopted in accordance with Article VII (7) of this Agreement.

2. Amendments shall enter into force on the thirtieth (30th) day after the date of deposit of the fifth (5th) instrument of ratification, acceptance or approval of the amendments. For other Parties which ratify, accept, or approve the amendments after they have entered into force, the amendments shall come into effect on the thirtieth (30th) day after the date of deposit of their respective instrument.

Article XX Withdrawal

A Party may, by written notification addressed to the Depository, withdraw from this Agreement which shall immediately communicate the notification to all Parties. The withdrawal shall take effect six (6) months after the date of receipt of the notification unless the notification specifies a later date.

Article XXI Depository

Instruments of ratification, acceptance or approval of, or accession to this Agreement shall be deposited with the Government of the Republic of India and any amendments or revisions thereto, which shall be promptly furnished with a certified copy thereof, to each Party to this Agreement.

IN WITNESS WHEREOF the undersigned, being duly authorized thereto by their respective governments, have signed this Framework Agreement.

DONE at New Delhi, on thisday of 2024 in the English language.