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MODEL

# INTERNATIONAL AGREEMENT ON REPATRIATION OF TRAFFICKED LIVE WILD ANIMALS

# 2023

IMPLEMENTING  
GUIDELINES



Jane  
Goodall  
Institute

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## **About the Confiscated Animals – Rescue & Enforcement project:**

This publication is part of the Confiscated Animals – Rescue and Enforcement (CARE) project, an initiative made possible by the support of the US Department of State, Bureau of International Narcotics and Law Enforcement Affairs (INL). The project, developed by the International Fund for Animal Welfare, operates in partnership with Jakarta Animal Aid Network, the Jane Goodall Institute and Legal Atlas.

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## **Disclaimer**

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# CONTENT

INTRODUCTION TO IMPLEMENTING GUIDELINES	1
Scope of the Agreement	1
Why is this agreement necessary?	1
Who are the intended users of this Agreement?	2
How was this agreement developed?	2
PROCEDURAL CONSIDERATIONS	2
Number of Parties	2
Agreement Name	2
Signature and Ratification	3
Further Agreements or Actions	3
Amendments	3
EXPLANATORY NOTES	3
Part I. General Provisions	4
Part II. Repatriation Procedures	5
Part III. Institutional Arrangements	5
Part IV. Other Agreements and National Law	6
Part V. Final Provisions	6
ANNEX – MODEL INTERNATIONAL AGREEMENT	7

# INTRODUCTION TO IMPLEMENTING GUIDELINES

A [Model International Agreement on Repatriation of Trafficked Live Wild Animals](#) has been developed as a legal resource for the international community engaged in implementing Article VIII of CITES and facing the challenge of growing animal seizures and confiscations as enforcement against wildlife trafficking increases. The model legislation can be found in the Annex to this document, which act as an accompanying resource providing explanatory notes for the interpretation and application of some of the key provisions of the Agreement.

## Scope of the Agreement

The Agreement covers arrangements related to live specimens of wild fauna that originated within one Party's territory but entered into custodial management of the other/another Party as a result of a trafficking enforcement operation. The Agreement covers the referenced situation independent of the legal status of the animals as seized or confiscated specimens.

The Agreement should be distinguished from the larger conservation discussion around the release to nature, which refers more broadly to the release of specimens to the wild. In that larger context, the release to nature is considered an important tool to decrease extinction risk for imperiled species. While the release of animals into the wild of the country of origin is a potential outcome of the application of this Agreement, its terms are focused principally on the mechanisms to return wildlife to authorities of the country of origin and to recognize their legal rights to decide their fate.

The Agreement also encompasses procedures for the collaboration between Parties on investigation and prosecution of wildlife trafficking, but it does not extend the rights of repatriation to the means of the crime or proceeds also being seized or confiscated.

## Why is this agreement necessary?

Along with the dramatic increase in illegal wildlife trade in recent years has come an increase in confiscations associated with enforcement actions. 'With increasingly frequent confiscations and often high numbers of individuals involved, it is important that best practice management approaches are followed to maximize the conservation role and the individual welfare of confiscated specimens.'<sup>1</sup>

Recognizing that one potential course of action is the return of wildlife to the country of origin, this Agreement is intended to provide a legal foundation for the coordination of such efforts between countries. Repatriation is more likely to occur when there are legal mechanisms in place between the jurisdictions involved because without established procedures, the speed and coordination required to successfully transfer animals internationally may be compromised.

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<sup>1</sup> IUCN (2019). Guidelines for the management of confiscated, live organisms. Gland, Switzerland: IUCN. iv + 38 pp.

## Who are the intended users of this Agreement?

The intended users of this Agreement include those countries sharing wildlife trafficking routes in the different roles of source, transit and/or consumer country and facing the challenge of managing increasing seizures and confiscations of live animals of foreign origin. This can include bordering countries, but also distant countries located in different continents, where enforcement and investigations have revealed trafficking routes that connect them.

## How was this agreement developed?

This Model Agreement has been developed in the context of a larger project entitled Confiscated Animals – Rescue and Enforcement Project (CARE) with funding from the United States Bureau of International Narcotics and Law Enforcement (INL). The CARE project seeks to improve governments’ capacity to interdict illegal wildlife and to handle confiscated live animals, such that their evidentiary value is maintained, and they are kept in a humane and healthy manner.

This Model Agreement is one part of that effort and was initially prepared by Legal Atlas, as the lead organization developing national and international legal best practices for the topic, with direct supervision provided by the International Fund for Animal Welfare (IFAW), and direct input from Jakarta Animal Aid Network and the Jane Goodall Institute.

# PROCEDURAL CONSIDERATIONS

## Number of Parties

International agreements are formal understandings or commitments between two or more countries. An agreement between two countries is called “bilateral,” while an agreement between several countries is “multilateral.” As indicated in its Preamble, this proposed Model Agreement may be used as either a bilateral or multilateral instrument.

## Agreement Name

While labeled an ‘Agreement,’ there is no special meaning associated with the use of the term. Under international law, a treaty is “an international agreement concluded between States in written form and governed by international law, whether embodied in a single instrument or in two or more related instruments and whatever its particular designation.”<sup>2</sup> A treaty can be called a Convention, a Protocol, a Pact, an Accord, etc. It is the content of the agreement, not its name, which makes it a treaty and States considering using this model legislation should agree on the designation that best fits their legal systems.

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<sup>2</sup> Vienna Convention on The Law of Treaties, 1969 (Article 2. Use of Terms)

## Signature and Ratification

This Agreement may be negotiated by two or more countries. After negotiations are concluded, the Agreement should be signed by representatives of the governments involved. However, the terms of this Agreement do not specify whether ratification is required after signing for it to become legally binding. This is because ratification requirements and procedures vary from country to country, preventing the inclusion of a model approach to ratification.

## Further Agreements or Actions

Unless a treaty contains provisions for further agreements or actions, only the treaty text is legally binding. The Convention on International Trade in Endangered Species (CITES), for example, requires States to approve implementing legislation. Further agreements reached at review conferences, summits, or meetings of the parties are politically, but not legally binding.<sup>3</sup>

This Agreement does not have provisions concerning such further agreements, although Part IV. Other Agreements and National Law encourages parties to conform existing treaties and national laws to the terms of the Agreement, as may be required.

## Amendments

Generally, an amendment to a treaty is only binding on the states that have signed and ratified the amendment. This is a concern when there are more than two parties to an agreement, opening the possibility for negotiated changes that not all parties agree with.

## EXPLANATORY NOTES

These Explanatory Notes are intended to assist the reader of the Model Agreement and to help inform debate on its adoption and use. In doing so, they are best read together with text of the Model Agreement, although they do not form part of the Agreement itself. They are not intended to be a comprehensive description of each provision in the Agreement, as some provisions are considered self-explanatory. For the selected provisions, they clarify what they mean in practice, provide background information on the development of policy, or commentary regarding areas where the Model Agreement may affect existing legislation.

Explanatory notes follow the same structure of the Agreement, which is organized in 5 parts and 14 articles.

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<sup>3</sup> An example of a treaty that does have provisions for further binding agreements is the UN Charter. By signing and ratifying the Charter, countries agreed to be legally bound by resolutions passed by UN bodies such as the General Assembly and the Security Council. Thus, UN resolutions are legally binding on UN Member States, and no signature or ratification is necessary.

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## Part I. General Provisions

### Article 2. Interpretation

The definitions section provides a minimum set of terms intended to harmonize the interpretation of critical terms used in the Agreement covering the parties and other participants, primary subject matter, key procedures, and practices.

While the definitions are intended to clarify terms used in the Agreement itself, such definitions may not be compatible with terms contained in provisions contained in national law. Compatibility may depend on several factors including, inter alia, how such agreements are recognized under national law, whether they present any potential conflicts with defined terms in national law, and whether they overlap with existing procedures and practices.

Users may adapt terms and add additional terms that are specific to their needs if not yet listed.

### Article 3. Scope

The agreement proposes a wide scope to the subject and includes all wildlife species, all seizures and confiscation points, and all related activities. In doing so, it creates an umbrella to harmonize procedures in many different situations. By including all species, and not only CITES-listed species, or nationally protected species, it aligns with ownership rights defined by Parties, which are traditionally expressed over wildlife in general, and not over a limited number of species. Also, although transboundary wildlife trafficking cases are the primary focus of the agreement, the scope extends to seizures and confiscations made at any point within national borders, noting that interception can occur while animals are being transported by road, traded in markets, or kept in captivity in private facilities. Finally, the scope extends beyond the repatriation logistics to include all connected activities in other areas such as animal care, quarantine, or criminal investigations with the intention of creating a holistic approach when dealing with the management of seized and confiscated animals.

While broad, this article also takes care to limit the scope, as already mentioned in the introductory section, to the rights and responsibilities associated with the return of seized and confiscated live wildlife to the country of origin or country of export and expressly excludes the treatment of means and proceeds of crimes that may be seized/confiscated along with the animals, including vehicles, weapons, cash, etc. This is because these other types of seizures and confiscations tend to already be regulated by criminal and criminal procedure legislation, obviating the need for further treatment under this Agreement.

### Article 4. Fundamental Principles

The Agreement has been drafted balancing four guiding principles, with the aim of creating procedures at the intersection of all of them. Solutions cannot be optimal if property rights over wildlife are not respected, animal welfare is compromised, crime is not prosecuted, or conservation needs are overlooked.

Parties may add additional guiding principles that meet their mutual needs and interests.

## **Part II. Repatriation Procedures**

### **Article 5. Obligations of the Confiscating Party**

This article contains a list of seven core commitments for the Confiscating Party organized based on a sequence of events from the moment an animal of foreign origin is seized or confiscated to the public communication effort to discourage future trafficking. When possible, commitments are tied to deadlines to ensure speedy processes. Those proposed timelines may be revised based on the available capacities of the Parties.

Obligations for the Confiscating Party are aligned with and further develop existing obligations from CITES Article VIII. They include responsibilities related to notification, financing, and prosecution, among others.

### **Article 6. Obligations of the Party of Origin**

Mirroring the prior article, this one list six commitments for the Party of Origin, with two of them common to those of the Confiscating Party. The common obligations are those related to sharing criminal evidence and to engaging in public communications, both directed at cooperation on tackling and deterring wildlife trafficking.

The core obligation for the Party of Origin relates to the elaboration of a sound repatriation plan demonstrating that: i) there is no risk that animals will reenter illegal trade, ii) welfare and conservation standards will be observed, and iii) a financial plan is in place to cover associated costs. The provision contains details regarding the sections that should be covered in the plan. Furthermore, it establishes a deadline to guarantee confiscating authorities do not carry an unnecessary burden if there is a delayed or no response from the other Party.

## **Part III. Institutional Arrangements**

### **Article 7. Wildlife Focal Point**

International treaties usually appoint entities from each signatory state to act as the focal point and leading implementation agency for the new legal obligations. In pursuit of the necessary balance between the need to care for and manage animals and the need to prosecute crime, this agreement requires two different agencies be appointed by each Party for that role. This is intended to ensure that the necessary expertise and legal mandates support such activities.

This first provision focuses appointing the agencies with wildlife expertise to cover key listed functions specifically related to the handling of animals.

### **Article 8. Crime Focal Point**

Complementing the prior provision, this article focuses on the appointment of an Agreement focal point. Such focal points should be those agencies with specific competencies over criminal investigations with the aim of easing collaboration in the investigation and prosecution of wildlife crimes. Considering that criminal investigations involve the handling of confidential and sensitive case information, it is necessary that



law enforcement agencies have the legal authority to coordinate directly with their foreign counterparts and exchange confidential information.

#### **Article 9. Technical Assistance Committee**

Understanding that wildlife seizures and confiscations must be managed on a case-by-case basis because of the unique circumstances they present, this provision regulates the possibility for signatory states to create an expert advisory body. A Technical Assistance Committee should be able to support agencies acting as focal points with scientific information to guide decisions on animal health, transportation, care protocols and other relevant aspects.

Parties may further develop this article to specify which agencies or experts would participate from each Party, and to also appoint a focal point for the Committee. Entities may include governmental agencies such as CITES- Scientific Authorities and also non-governmental organizations such as sanctuaries, rescue centers, zoos, veterinary clinics, or independent subject matter experts.

### **Part IV. Other Agreements and National Law**

#### **Article 11. Relation to Mutual Legal Assistance Agreements**

Mutual legal assistance (MLA) agreements establish the legal mechanisms and procedures for obtaining assistance in the investigation and or prosecution of international criminal offences. MLA agreements are generally used to obtain material that cannot be obtained solely through cooperation between national enforcement entities, particularly inquiries that require invasive or coercive means.

This agreement contemplates the use of MLA agreements, with a view to potentially updating such agreements to accommodate the unique needs and considerations presented by the seizure and confiscation of trafficked live wildlife, such as timing requirements.

### **Part V. Final Provisions**

#### **Article 13. Miscellaneous Provisions**

This closing article proposes a succinct list of miscellaneous provisions to deal with the ratification and withdrawal process, the amendment of the agreement, and its further development through protocols or sub-agreements, as well as the resolution of disputes that may arise from its implementation.

These are all standard legal provisions in international agreements and may be tailored to the specific needs and practices of the signatories.

# **ANNEX – MODEL INTERNATIONAL AGREEMENT**



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# INTERNATIONAL AGREEMENT ON REPATRIATION OF TRAFFICKED LIVE WILD ANIMALS



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# CONTENTS

PREAMBLE	4
<b>PART I. GENERAL PROVISIONS</b>	<b>5</b>
Article 1. Objectives	5
Article 2. Interpretation	5
Article 3. Scope	6
Article 4. Fundamental Principles	7
<b>PART II. REPATRIATION PROCEDURES</b>	<b>7</b>
Article 5. Obligations of the Confiscating Party	7
Article 6. Obligations of the Party of Origin	9
<b>PART III. INSTITUTIONAL ARRANGEMENTS</b>	<b>10</b>
Article 7. Wildlife Focal Point	10
Article 8. Criminal Focal Point	11
Article 9. Technical Assistance Committee	12
<b>PART IV. OTHER AGREEMENTS AND NATIONAL LAW</b>	<b>12</b>
Article 10. Harmonizing Agreements	12
Article 11. Relation to Mutual Legal Assistance Agreements	13
Article 12. Relation to National Law and Policy	13
<b>PART V. FINAL PROVISIONS</b>	<b>13</b>
Article 13. Miscellaneous Provisions	13
Article 14. Signature	14

# International Agreement on Repatriation of Trafficked Live Wild Animals

## PREAMBLE

The Contracting Parties,

Country 1,

Country 2,

Country 3

**RECALLING** they are signatories of the Convention for International Trade of Endangered Species (CITES) and legally committed to the protection and conservation of wildlife, its regulation when traded internationally, and the fight against the trafficking of wild fauna and flora.

**ACKNOWLEDGING** they play a role as source, transit and/or demand market in a diversity of transnational trafficking routes and that wildlife enforcement operations may result in the seizure of wild animals in a jurisdiction different from the animals' country of origin or export.

**RECOGNIZING** that the country of origin or export may have an interest in the ownership, welfare, and disposition or management of the confiscated wild animals and that unnecessary disputes should be avoided.

**AWARE** that trafficked live wild animals are usually moved under stressful and hazardous conditions and that immediate emergency care is required at the moment of detection, as well as a rapid decision on the fate of the animals involved.

**UNDERSTANDING** the right and interest of all countries in prosecuting wildlife crimes committed within their own jurisdictions and the benefit of mutual legal assistance and cooperation in investigations involving cases of a transnational nature.

**WILLING** to create operational mechanisms to implement Article VIII of the Convention regarding confiscation of live specimens and CITES Resolution 17.8 on the Disposal of illegally traded and confiscated specimens of CITES-listed species.

HEREBY agree as follow,

## PART I. GENERAL PROVISIONS

### Article 1. Objectives

The objective of this Agreement is to streamline the repatriation of live wild animals seized and/or confiscated in the context of illegal transnational trade.

### Article 2. Interpretation

- (a) **Agreement** means this bilateral or multilateral agreement.
- (b) **CITES** means the Convention of International Trade of Endangered Species
- (c) **Trafficked Live Wild Animal** means any living wild animal coming under custodial management of authorities as a result of trafficking enforcement operations, independently of the fact that custody may be temporary (see paragraph (k) on Seizure) or permanent (see paragraph (k) on Confiscation).
- (d) **Confiscation** refers to the permanent deprivation of a person's property or possessory interests in seized wildlife, pursuant to administrative or court order. References to 'confiscation' and 'confiscating party' in this Agreement shall also be deemed to include the 'seizure' of wildlife as defined in this paragraph (r) of this article, unless the context requires otherwise.
- (e) **Confiscating Party** means the country where the seizure and/or confiscation took place.
- (f) **Country of Export (or Party of Export or Consignment Origin)** means the country from which an organism was transported (exported or re-exported) prior to seizure and/or confiscation in the other country.
- (g) **Custody** means the short or long-term protective care or guardianship of a live wild animal
- (h) **Forfeiture** means the loss of a right, privilege, or property interest without compensation as a consequence of either a voluntary surrender, violation of the law, breach of a legal obligation, failure to perform a contractual obligation or condition, or the neglect of a legal duty.
- (i) **Indigenous Range** means the known or inferred geographical distribution of a wildlife species generated from historical (written or verbal) records, or physical evidence of the species' occurrence.
- (j) **Live Animal (or Live Wild Animal)** includes all live forms of recognized wild fauna, including eggs.
- (k) **Party of Origin (or Country of Origin)** means the country in which a specimen was taken from the wild, bred in captivity, or artificially propagated.
- (l) **Party** means a country signatory of this agreement.

- (m) **Point of Seizure** means the initial point at which an authorized body took a live organism into custody.
- (n) **Reintroduction** means the intentional movement and release of an organism inside its indigenous range from which it has disappeared.
- (o) **Reinforcement** means the intentional movement and release of an organism into an existing population of conspecifics.
- (p) **Repatriation** means the return of a confiscated animal from one country to the country of origin or the country of export.
- (q) **Translocation** is the human-mediated movement of live animals from one area, with release in another, including reintroduction, reinforcement, and repatriation.
- (r) **Seizure or Detention** refers to the act of taking property, including wildlife, by process or by force by an enforcement body that temporarily deprives an individual suspected of violating a law of their possessory interest and extends from the moment of seizure until such time as a decision is made concerning the long-term disposition or final adjudication of the case, whichever comes first.
- (s) **Specimen** refers to individual animals, both live and deceased.
- (t) **Transportation** means the entire process of planning, preparation, loading, shipping, holding, transferring, unloading and final delivery of animals to responsible individuals at the final destination.
- (u) **Wildlife** includes any plant, mammal, bird, amphibian, fish, reptile, crustacean, insect, mollusk, protozoon, or other invertebrate of wild species.

### Article 3. Scope

This agreement extends to all measures adopted regarding all live specimens of wild fauna that originated in and/or were exported from one Party's territory and seized or confiscated within the territory of a different Party.

1. By extending to all measures, it applies to any action taken by the Parties regarding live wild animals pursuant to this Agreement, as well as the crimes committed against them, including but not limited to the provision of animal care, animal health and quarantine decisions, repatriation, translocation, transportation, financial arrangements, criminal investigations, court prosecution, and public information campaigns.
2. By extending to all live specimens of wild fauna, it includes all species, whether listed as protected under CITES or the national law of any of the Parties involved. It also includes the remains of seized or confiscated live specimens that may perish while in custody or during transportation.
3. By extending to the entire territory of a Party, it includes seizures and confiscations made at any point within the national jurisdiction of the Parties, including but not limited to cross-border points, free trade



zones, ports, airports, transport systems and carriers, wildlife markets, public or private premises, and road checkpoints.

The agreement does not extend to the seizure or confiscation of the means or proceeds of the crimes involving the animal. This may include but not be limited to false documentation, traps, vehicles, cages, phones, computers, cash, bank account deposits, or weapons seized by any Party, in the same jurisdiction where animals were seized or confiscated or in a different one. This Agreement shall not constitute grounds for pursuing claims to the means and proceeds seized or confiscated by either.

#### Article 4. Fundamental Principles

In implementing this Agreement, Parties shall adhere to the following guiding principles:

1. Recognition of sovereign rights over wild animals that have originated from the territory of either Party.
2. Observance of applicable animal welfare, veterinary and phytosanitary standards during care, transport, handling, and management of specimens.
3. Discouragement of further illegal or irregular trade in the species by confiscating trafficked wild animals and investigating and prosecuting crimes.
4. Adherence with the principles of conservation when deciding the final disposition of specimens.

## PART II. REPATRIATION PROCEDURES

#### Article 5. Obligations of the Confiscating Party

The Party confiscating live wild animals within its jurisdiction shall commit to the following duties:

1. **Determination of Origin** – Immediately after seizure, the Confiscating Party shall determine the origin of every seized live animal specimen. This determination may be based on, but not be limited to, consultations with national and international experts, the interrogation of and statements by suspects, trade documentation, and forensic analyses. All evidence gathered regarding origin shall be recorded in a written report signed by the investigating officer.

In the alternative, when origin cannot be determined but the country of export or re-export is known, and such country is also Party to this Agreement, the Party of Export shall have the same rights and obligations as those defined for the Party of Origin.

2. **Notification to Party of Origin** – No later than 48 hours after determination of origin, the Confiscating Party shall issue a notification

to the Party of Origin (or Party of Export, as the case may be). Notification shall contain at a minimum the following:

- (a) Description of wild animals seized – number, species and/or subspecies of specimens, sex, age, health status, specific needs, including pictures and videos of the specimens.
  - (b) Report on determination of origin – including relevant evidence that provides proof of origin, as per paragraph 1 of this Article.
  - (c) Seizure Report – information on the circumstances of the seizure such as cause, date, time and place of detection and seizure, agency and officer/s in charge, concealment methods and cages used, and other relevant circumstances, accompanied by pictures.
  - (d) Facts in support of formal confiscation and/or forfeiture of seized animals, including the formal identification of individuals claiming legal possession rights or legal ownership.
  - (e) Financial Information – information on actual and projected costs associated with the seizure, confiscation, repatriation (transfer and translocation) of seized or confiscated animals, including but not limited to facility and daily care, veterinary care, sampling and the acquisition of evidence, and transportation. In addition, this may include information concerning opportunities for funding the cost of repatriation including:
    - i. resources already available or that can be mobilized by agencies from the Confiscating Party (such as vehicles, fuel, cages, etc.),
    - ii. resources available at placement facilities (rescue centers, NGOs, zoos) willing to collaborate,
    - iii. financial or logistical support from private donors and philanthropic entities,
    - iv. resources from the transport carrier, or the importer of the shipment that could be leveraged during repatriation of animals,
    - v. possibility to recover costs from the offender,
    - vi. others.
3. **Collection and Sharing of Criminal Evidence** – The Confiscating Party shall/may, consistent with existing international agreements and criminal law, share criminal evidence with the Party of Origin to facilitate prosecution of related crimes by both Parties. Criminal evidence collected and shared may include, but shall not be limited to, reports and statements from officers, eyewitnesses, suspects, and veterinary experts, pictures, fingerprints, samples, financial evidence, and forensic evidence of any kind.
4. **Animal Care** – While the fate of the seized or confiscated animals from foreign origin is being decided, the Confiscating Party shall provide at

least the same level of animal care as provided to confiscated indigenous wild animals. To the extent possible, health assessments, quarantine, and veterinary treatment (if required) shall be provided to each specimen.

5. **Determination over Repatriation and Proposed Disposition Plan** – The Confiscating Party shall take no longer than 48 hours to review and decide on the proposed repatriation and disposition or management plan presented by the Party of Origin. When no objection is raised, the Confiscating Party shall communicate its acceptance and immediately start coordinating transfer. The Confiscating Party may object to the proposed disposal or management option if it is contrary to the principles of this agreement. A written explanation of such objection shall be submitted, affording the Party of Origin the opportunity to refine the proposed plan. If no agreement has been reached within 30 calendar days of the notification, the Confiscating Party shall have the unilateral right to take a decision on disposition or management.
6. **Transferring Wild Animals for Repatriation** – The Confiscating Party, following the repatriation plan details, shall hand specimens over to the Party of Origin at the time and place agreed. The Confiscating Party shall also communicate to any person claiming a possessory interest or legal ownership over the transferred animals, the date of repatriation and the foreign agency receiving the specimens.
7. **Publicity on Confiscation and Repatriation** – The Confiscating Party shall use standard communication channels to disseminate non-classified case information to the public with the goal of discouraging future trafficking and continue raising awareness on the impacts of illicit wildlife trade.

## Article 6. Obligations of the Party of Origin

The Party of Origin of live wild animals confiscated within another Parties' jurisdiction has the following duties:

1. **Preparation of a Repatriation and Disposition Plan** – The Party of Origin shall have seven (7) calendar days after receipt of the Notification from Confiscating Party to review documentation and take a decision to accept and plan for the repatriation of the specimen(s) or waive its rights with respect to the confiscated wild animals. If the Party of Origin accepts repatriation, it shall prepare and send to the Confiscating Party a plan presenting the proposed repatriation and disposition or management plan, demonstrating that such plan is consistent with the fundamental principles stated in Article 4. The proposal shall demonstrate to the Confiscating Party that there is no risk the specimen will be further traded, and that disposition shall observe principles of conservation and animal welfare. The plan shall include details on how and where to repatriate specimen(s), including routes, means of transportation, travel schedules, interim holding, and responsible persons to receive the animals. The plan shall also include financial

details on how the cost of repatriation and disposal and management shall be covered.

2. **Confiscation and/or Forfeiture Procedures** – Existing confiscation and/or forfeiture procedures shall be followed to guarantee the Party of Origin can plan for the disposition of animals without violation of vested rights in the animals.
3. **Funding of repatriation and disposition/management** – It is the responsibility of the Party of Origin to cover the costs to repatriate and manage wild animals that originated in their jurisdiction. A lack of such funding on the part of the Party of Origin is sufficient grounds to waive the right to or refuse repatriation.

In funding repatriation and disposition or management, the Party of Origin may seek voluntary contributions from the Confiscating Party, rescue centers or NGOs, zoological parks and aquaria, shipping companies, as well as financial support from private donors and philanthropists. The Party of Origin may also seek reimbursement of any and all repatriation expenses from wildlife traffickers as part of the penalties or compensation imposed during court trial.

4. **Plan Implementation** – After the Confiscating Party has accepted the proposal presented, the Party of Origin shall implement the plan without delay.
5. **Reporting to the Confiscating Party**. After implementation of the disposition plan, the Party of Origin shall report to the Confiscating Party on the details regarding the placement and treatment of animals.
6. **Collection and Sharing of Criminal Evidence** – The Party of Origin shall initiate investigations into the taking from the wild or breeding of the confiscated animal and shall/may share evidence, consistent with existing international agreements and criminal law, including classified and confidential information, with the designated enforcement focal point of the Confiscating Party allowing both jurisdictions to pursue criminal prosecution.
7. **Publicity on Confiscation and Repatriation** – The Confiscating Party shall use standard communication channels to disseminate non-classified case information to the public with the goal of discouraging future trafficking and continuing to raise awareness on the impacts of wildlife illicit trade.

## PART III. INSTITUTIONAL ARRANGEMENTS

### Article 7. Wildlife Focal Point

1. Each Party shall designate a Wildlife Focal Point for purposes related to the Agreement the following national authorities:

Country Name

National Authority  
Address  
Email  
Phone Number

Country Name  
National Authority  
Address  
Email  
Phone Number

2. The functions of the Wildlife Focal Point shall include:
  - a) requesting and transmitting information from or to another Party, including but not limited to reports on determination of origin, notifications on seizures or confiscations, animal care provided to confiscated specimens, disposition or management plans, repatriation implementation logistics, and publicity or information campaigns,
  - b) maintaining information and statistics about outgoing and incoming repatriations affecting the Parties to this Agreement,
  - c) handling inquiries in relation to repatriations,
  - d) investigating and resolving concerns or conflicts raised in the context of any repatriation; and
  - e) any other functions the Party incorporates into its mandate.
3. The Wildlife Focal Point shall operate in a visible, accessible, transparent, and accountable manner. It shall receive and consider information, statements of concern, or other information from government officials, non-governmental organizations, or individuals from the country in which it is established.

## Article 8. Criminal Focal Point

1. Each Party designates, as Crime Focal Point for purposes related to the Agreement, the following national authorities:

Country Name  
National Authority/Department  
Contact Information (Address, Email, Phone Number)

Country Name  
National Authority/Department  
Contact Information (Address, Email, Phone Number)
2. The functions of the Crime Focal Points shall include:

- a) requesting and transmitting confidential and classified information from or to another Party, including but not limited to criminal investigations and criminal evidence,
  - b) handling inquiries in relation to criminal investigations, including confidential and classified information,
  - c) exercising due care with respect to confidential and classified information received from other Parties related to criminal investigations,
  - d) any other functions the Party incorporates into its mandate.
3. The Crime Focal Point shall operate consistent with criminal procedures established in its own jurisdiction, as well with any Mutual Legal Assistance Agreement in place between the Parties.

#### Article 9. Technical Assistance Committee

1. A Joint Technical Committee of the Parties with members from all Parties may be established after signature to provide technical assistance to the Parties on repatriations. This Committee shall:
  - a) have special expertise in wildlife conservation and humane treatment of wild animals subject to repatriation,
  - b) include existing CITES Scientific Authorities of the Parties,
  - c) include existing Confiscation Advisory Network members,
  - d) organize the provision of technical assistance to the Parties relating to the implementation of this Agreement, at their request, including in the area of handling and care of wild animal specimens,
  - e) such other matters as the members of the Committee or the Committee of the Parties may determine.

### PART IV. OTHER AGREEMENTS AND NATIONAL LAW

#### Article 10. Harmonizing Agreements

1. Upon signature, this Agreement shall govern all repatriations of live wild animals, amending, modifying, or nullifying pre-existing agreements as required.
2. Where Parties to this agreement have a Repatriation Agreement with a non-Party, they shall strive to renegotiate those agreements to make them consistent with the present Agreement or to ensure consistency in the treatment of live wild animals confiscated in transnational trade.
3. Parties to this agreement shall ensure that all future Repatriation Agreements to which they may become a Party are fully consistent with the present Agreement.

## Article 11. Relation to Mutual Legal Assistance Agreements

1. Where Parties to this agreement have a Mutual Legal Assistance Agreement with another Party, the terms of the Mutual Legal Assistance Agreement shall be applied to the extent they are consistent with the requirements of this Agreement.
2. To the extent such agreements are inconsistent with this Agreement, Parties shall strive to renegotiate those agreements to make them consistent with the present Agreement.

## Article 12. Relation to National Law and Policy

1. The terms of this Agreement notwithstanding, all repatriations of live wild animals are subject to the laws and regulations of the Confiscating Party and Party of Origin whenever the specimen is found within its jurisdiction.
2. Both Parties shall strive, through their laws, policies, and practices, to meet the Objectives and observe the Principles of this Agreement.
3. Both Parties shall provide such information as the other Party may require concerning the seizure and confiscation and wildlife in question for purposes of decision-making in relation to repatriation, including investigations, and prosecutions.
4. Nothing in this Paragraph shall be construed to prevent a Party from otherwise exercising the equitable and good faith application of its national legislation.

## PART V. FINAL PROVISIONS

### Article 13. Miscellaneous Provisions

1. **Entry into Force.** This Agreement shall enter into force 30 days following its ratification by all Parties. This Agreement does not create retroactive obligations or responsibilities on any Party, although voluntary compliance may be undertaken by any Party entirely at their discretion.
2. **Modifications.** Amendments or modifications to this Agreement shall be concluded in writing and signed by all Parties.
3. **Protocols.** To facilitate the implementation of this Agreement, the Parties may, at any time, adopt a Protocol to this Agreement.
4. **Authentic Texts.** The (English) language text of this Agreement shall be its authentic language.
5. **Withdrawal.** Any Party may withdraw from this Agreement by written notification to the other Parties. This Agreement shall expire for that Party 180 days after the date of such notification. Notwithstanding the

preceding, for any repatriation, including associated investigations and prosecutions, that have been initiated or are still in progress at the time of such withdrawal, the terms of this Agreement shall survive for a period of five years or until such repatriation, including associated investigations and prosecutions have concluded, whichever comes first. The five-year period may be extended by mutual consent of the Parties with respect to repatriations in existence at the time of withdrawal.

6. **Settlement of Disputes.** Any dispute which may arise between the Parties with respect to the interpretation or application of this Agreement shall be subject to negotiation between the Parties involved in the dispute. If the dispute cannot be resolved, the Parties may, by mutual consent, submit the dispute to arbitration, and the Parties submitting the dispute shall be bound by the arbitral decision.

#### Article 14. Signature

The Parties herewith confirm and sign this Agreement.

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Name, Position, Agency  
Party  
Place and Date

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Name, Position, Agency  
Party  
Place and Date