



GENERAL FISHERIES COMMISSION FOR  
THE MEDITERRANEAN  
COMMISSION GÉNÉRALE DES PÊCHES  
POUR LA MÉDITERRANÉE



**Thirty-sixth Session of the Commission**

**Marrakech, Morocco, 14-19 May 2012**

**GFCM FRAMEWORK FOR COOPERATION WITH  
PARTY ORGANISATIONS**

—  
**MEMORANDA OF UNDERSTANDING**

**BACKGROUND**

1. Article VIII of the GFCM Agreement provides that the “Commission shall cooperate closely with other international organizations in matters of mutual interest”. At its 31<sup>st</sup> Session, the Commission considered for the first time the possibility of using such instruments as Memoranda Of Understanding (MoUs) to build upon ongoing cooperation with selected Party organizations and institutionalize the implementation of programmes and activities jointly carried out with them. The GFCM was informed that a number of broad agreements on cooperation had already been subscribed between the FAO and various organizations. As of its 32<sup>nd</sup> Session the Commission has been thus examining the possibility of entering into MoUs with selected organizations to be reviewed by the FAO Legal Office before being submitted to the Commission for consideration. Three MoUs (between GFCM and IUCN, GFCM and CIHEAM/IAMZ and GFCM and UNEP/RAC-SPA) were in fact adopted by the Commission at this Session.

2. In light of the report of the GFCM Performance Review it was considered appropriate to enhance collaboration and promote synergies with organizations sharing similar mandates and interests. In this respect, following extensive bilateral consultations, the mutual intention to draft a MoU was acknowledged by GFCM and the following organizations: UNEP-MAP, ACCOBAMS, BLACK SEA COMMISSION, MedPAN, RACMED and EUROFISH. Hence, the GFCM Secretariat and the respective Secretariats of these organizations have agreed on specific areas of cooperation during the inter-sessional period consequently developing draft MoUs. It was also agreed upon that each organization would have sought the approval of the draft MoU, once finalized, by its Members. As far as GFCM is concerned, the finalized draft MoUs were transmitted to the FAO Legal Office which reviewed their provisions and ensured their compatibility with the rules of the Organization. As a further step, and after the clearance from the FAO Legal Office, the draft MoUs were sent to the competent ADG to get an additional clearance. Irrespective of the internal procedures that apply within the FAO, and which might have a bearing on the draft MoUs, this document submits to the attention of the Commission the following:

- Memorandum of Understanding between GFCM and UNEP-MAP (which would supersede the one concluded between GFCM and RAC/SPA)
- Memorandum of Understanding between GFCM and ACCOBAMS;
- Memorandum of Understanding between GFCM and BLACK SEA COMMISSION;
- Memorandum of Understanding between GFCM and MedPAN;
- Memorandum of Understanding between GFCM and RACMED;
- Memorandum of Understanding between GFCM and EUROFISH.

3. Discussions are also ongoing at present with ICES and NATO. Although it was not possible to finalize a draft MoU with these two organizations, the Commission is invited to acknowledge that these are the areas of cooperation identified thus far: (i) with regard to ICES a prospective MoU would focus on stock assessment and management plans of European Eel within the framework of the Joint ICES/EIFAAC/GFCM Mediterranean Working Group on Eel as well as on training programs and expert consultations on stock assessment and the formulation of management advice; (ii) with regard to NATO a prospective MoU would focus on cooperation on the implementation and use of VMS in the GFCM Area and exchange of info about IUU fishing.

4. The Commission is invited to consider the text of the six MoUs submitted to its attention. In this respect, Members should kindly provide their views and comments, if any, ahead of the thirty-sixth Session of the Commission at their earliest possible convenience. In the absence of comments, it is understood that the Commission implicitly grants to the Executive Secretary the authority to sign the six MoUs on its behalf on the 14<sup>th</sup> of May so to finalize their adoption (from GFCM side) in Marrakech.

5. Excerpts of the areas of cooperation within the remit of each Memorandum are provided in Appendix A of this document whereas the complete texts of the Memoranda are enclosed in Appendix B.

## APPENDIX A

## EXCERPTS OF MEMORANDA IN RELATION TO THE AREAS OF COOPERATION

## I. Memorandum of Understanding between UNEP-MAP and GFCM

1. Promoting ecosystem based approaches for the conservation of the marine environment and ecosystems and the sustainable use of its living resources
  - Contribute to the formulation/implementation of a regional framework strategy based on the ecosystem approach and on agreed indicators and reference points (ecological, biological, etc.) to monitor the status of the marine environment and ecosystems and coastal ecosystems and that of marine living resources;
  - Cooperate in undertaking assessments of the state of marine environment and ecosystems and that of marine living resources, including socio economic aspects relating to the impact of the exploitation of fisheries on marine environment and ecosystems, the impact of the establishment of marine protected areas on marine living resources, and the impact of coastal and marine aquaculture;
  - Collaborate in the formulation/development and implementation of key regional strategies to integrate the environment in social and economic development especially in relation to fisheries and aquaculture.
2. Mitigating the impact of fisheries and aquaculture activities on the marine habitats and species
  - Collaborate in the elaboration, including extra-budgetary fundraising, of a joint regional project on the evaluation and mitigation of by-catch in endangered species and of the impact of fishing gears on marine habitats;
  - Consider initiatives to develop the concept of marine spatial planning in a manner that takes into account fisheries and aquaculture activities, activities for the preservation of marine habitats and possible conflicts between these activities and other uses of the sea (e.g. shipping, marine renewable energies, etc.);
  - Exchange data and information on deep sea habitats in order to further the knowledge of these habitats, their biodiversity and their living resources for the purpose of better management;
  - Collaborate in initiatives that raise awareness and mitigate major impacts such as those related to reduce amount of fishing gear as litter, etc.
3. Identification, protection and management of marine areas of particular importance (hot spots of biodiversity, areas with sensitive habitats, essential fish habitats, areas of importance for fisheries and/or for the conservation of endangered species, coastal wetlands)
  - Enhance collaboration with other relevant organizations as appropriate, including those whereby other MoUs have been signed, to create a common regional database of sites of particular importance for biodiversity conservation and for fisheries management;
  - With regard respectively to the Specially Protected Areas of Mediterranean Importance (SPAMIs) and the Fisheries Restricted Areas (FRAs) in particular, located partially or wholly on the high seas, the Parties will collaborate to harmonize existing respective

criteria to identify those areas, for the cases where their location may be coincident and in the selection of mechanisms needed for their establishment;

- The Parties will cooperate to promote respective Parties adoption of eventual Management Schemes developed within SPAMIs and FRAs to ensure that measures are consistent with the objectives pursued and respectful with the Mandates of both organisations. Measures with potential impact on fisheries in SPAMIs will be discussed by the Parties with the spirit of optimizing common goals.
- Monitor the status of the species listed in Annexes 2 and 3 to the Protocol concerning Specially Protected Areas and Biological Diversity in the Mediterranean; pursue to ensure that exploitation of all species included in annex 3 is regulated, following Article 12, paragraph 4 of the ASP/ BD Protocol.
- Cooperate in undertaking assessments of the state of coastal lagoons and other relevant coastal wetlands to be used for the formulation and dissemination of sustainable management measures and sustainable use of its living resources.

#### 4. Integrated Maritime Policy

- Study the impacts of climate change on the marine environment and ecosystems and their marine living resources;
- Contribute to the formulation and adoption of appropriate fisheries and aquaculture adaptation and mitigation measures to climate change in relation to the environment, and including enhancing knowledge and communication;
- Strengthening scientific advice on issues of common interest, including the negative effects of pollution of the marine environment and ecosystems on marine living resources;
- Explore new fields of investigation applied to the conservation of marine environment and marine ecosystems and the sustainable use of marine living resources to promote an integrated approach to environmental and fisheries related issues;
- Collaborate in initiatives related to the implementation and monitoring of the Integrated Coastal Zone Management (ICZM) approach.

#### 5. Legal, institutional and policy related cooperation

- Consult regularly on policy issues of common interest to identify synergies;
- Promote exchanges of information and data as appropriate;
- Participate (as permanent member in the case of the GFCM) to the Mediterranean Commission on Sustainable Development so to formulate sustainable development frameworks and guidelines for coastal areas management;
- Exchange views regarding the governance of the Mediterranean, with particular regard to those areas located beyond national jurisdiction and take part, where possible, to ongoing initiatives aimed at improving the said governance;
- Organize joint side events, where necessary and including together with other organizations, while being in attendance of meetings held in other international fora that could be relevant to further the promotion of the goals and objectives of this MoU;
- Promote cooperation and exchange of information at the level of their compliance committees, as set up under UNEP/MAP and the GFCM framework, to address issues of common concern (discharges into sea, illegal, unreported and unregulated [IUU] fishing, etc.)
- Be involved, as appropriate, in those projects implemented by the other Party;
- Be invited to regional/sub-regional meetings and subsidiary bodies meetings of interest as organized respectively by each Party.
- Coordinate positions within international fora which involve both Parties.

## II. Memorandum of Understanding between ACCOBAMS and GFCM

1. Collection and assessment of information relating to the conservation of cetaceans in a manner that enables to build upon existing interactions between ACCOBAMS and the GFCM
  - Promoting, within the respective mandates, the elaboration of measures contributing to the conservation of cetaceans in the Mediterranean and the Black Sea;
2. Assessment of human-cetacean interactions, including fishing and aquaculture
  - Cooperating in undertaking assessments of human-cetacean interactions, including by launching joint initiatives to raise awareness about the need to mitigate the negative impacts of such interactions;
3. Mitigation of the impacts of human-cetacean interactions, including fishing and aquaculture, for better habitats protection and natural resources management
  - Developing the concept of marine spatial planning in a manner that takes into account fisheries and aquaculture activities, as well as any other activities for the conservation of cetaceans, so to address possible conflicts between these activities and other uses of the sea (e.g. tourism, marine renewable energies, etc.);
4. Research, monitoring, collection and dissemination of information
  - Strengthening scientific advice on issues of common interest, including through joint research initiatives, and ensure dissemination of any information relating thereto.
5. Development of capacity building activities (e.g. training programmes, dissemination of relevant information, building awareness, etc.)
  - Collaborating in the elaboration, including external fundraising, of joint projects for the implementation of activities of common interest in relation to this MoU.

### III. Memorandum of Understanding between BLACK SEA COMMISSION and GFCM

1. Promoting ecosystem based approaches for the conservation of the marine environment and ecosystems and the sustainable use of its living resources
  - Contribute to the formulation of a regional strategy based on agreed indicators and reference points (ecological, biological, etc.) to monitor the status of the marine environment and ecosystems and that of marine living resources;
  - Cooperate in undertaking assessments of the state of marine environment and ecosystems and that of marine living resources, including socio economic aspects relating to the impact of the exploitation of fisheries on marine environment and ecosystems, the impact of the establishment of marine protected areas on marine living resources, and the impact of coastal and marine aquaculture;
  - Also cooperate in promoting, within the respective mandates, the elaboration of measures contributing to the protection and preservation of the marine environment of the Black Sea and its living marine resources;
  - Collaborate in developing key regional strategies to integrate the environment in social and economic development especially in relation to fisheries and aquaculture.
2. Mitigating the impact of fisheries and aquaculture activities on the marine habitats and species
  - Collaborate in the elaboration, including extra-budgetary fundraising, of a joint regional project on the evaluation and mitigation of by-catch in endangered species and of the impact of fishing gears on marine habitats;
  - Consider initiatives to develop the concept of marine spatial planning in a manner that takes into account fisheries and aquaculture activities, activities for the preservation of marine habitats and possible conflicts between these activities and other uses of the sea (e.g. shipping, marine renewable energies, etc.);
  - Also consider strategies to prevent pollution of the marine environment of the Black Sea from any source for the better preservation of its living marine resources;
3. Identification, protection and management of marine areas of particular importance (hot spots of biodiversity, areas with sensitive habitats, essential fish habitats, areas of importance for fisheries and/or for the conservation of endangered species, coastal wetlands)
  - Enhance collaboration with other relevant organizations as appropriate, including those whereby other MoUs have been signed, to create a common regional database of sites of particular importance for biodiversity conservation and for fisheries management;
  - Monitor the status of living marine resources and collaborate, as appropriate, in the elaboration of plans for the prevention, reduction and control of any source of pollution that might have a negative impact on these resources;
  - Cooperate in undertaking assessments of the state of coastal lagoons and other relevant coastal wetlands to be used for the formulation and dissemination of sustainable management measures and sustainable use of its living marine resources.
4. Integrated Maritime Policy
  - Study the impacts of climate change on the marine environment and ecosystems and their living marine resources;

- Contribute to the formulation and adoption of appropriate fisheries and aquaculture adaptation and mitigation measures to climate change in relation to the environment, including enhancing knowledge and communication;
- Strengthening scientific advice on issues of common interest, including the negative effects of pollution of the marine environment and ecosystems on living marine resources;
- Explore new fields of investigation applied to the conservation of marine environment and marine ecosystems and the sustainable use of living marine resources to promote an integrated approach to environmental and fisheries related issues;
- Collaborate in initiatives related to the implementation and monitoring of the Integrated Coastal Zone Management (ICZM) approach.

5. Legal, institutional and policy related cooperation

- Consult regularly on policy issues of common interest to identify synergies;
- Exchange views regarding the governance of the Black Sea and take part, where possible, to ongoing initiatives aimed at improving the said governance;
- Organize joint side events, where necessary and including together with other organizations, while being in attendance of meetings held in other international fora that could be relevant to further the promotion of the goals and objectives of this MoU;
- Promote cooperation and exchange of information to address issues of common concern (e.g. discharges into sea, destructive fishing practices, etc.);
- Be involved, as appropriate, in those projects implemented by the other Party;
- Be invited to regional/sub-regional meetings and subsidiary bodies meetings of interest as organized respectively by each Party.
- Coordinate positions within international fora which involve both Parties.

#### IV. Memorandum of Understanding between ICES and GFCM

1. Stock Assessment and Management Plans of European Eel, within the Joint ICES/EIFAAC/GFCM Mediterranean Working Group on Eel.

##### GFCM/ICES/EIFAAC Workshop on EEL

Previous to the meeting, a chair(s) of the meeting shall be identified to ensure the preparation of meeting, in consultation with the Secretariats, which includes *inter alia*:

- Consideration of data requirements for the assessment of the local stocks, and identification of data and knowledge gaps, focusing on the data reporting requirements of the EU and CITES;
- Launch of a data call for the participants ensuring that the objectives of the meeting can be achieved. (i.e. eel production, yield and escapement, including physical habitat data (e.g. wetted area, productivity);

##### ToRs of the Workshop on EEL:

- Identification of available data, summary of published documentation, creation of a data inventory, analysis of gaps and identification of any management plans implemented;
- Assessment of local stocks;
- Estimation of aquaculture production in the GFCM area;
- Assessment of the anthropogenic impacts on the stock and its relation to the targets/limits of the (national) Eel Management Plans (if present) and the (international) EU Recovery Plan, and the need for non-detriment findings under CITES.

2. Implementation Process of the Marine Strategy Framework Directive (2008/56/EC; MSFD) including *inter alia* descriptor 3 – Commercial Species.

Development of technical and scientific knowledge and tools supporting EU Member States in the implementation of the MSFD

3. Training programs and expert consultations on: Stock assessment and Formulation of management advice.
4. Indicators regarding the ecosystem impacts of fisheries
5. Development of frameworks for data collection and data collection planning
6. Development of data bases and data access



## V. Memorandum of Understanding between MedPAN and GFCM

The development of the General and Scientific Strategy of MedPAN and, in particular:

- Developing the database of Mediterranean Marine Protected Areas ;
- Drafting a report aimed at assessing the Status of the Mediterranean MPA network;
- Contribute, as appropriate to the organization of the 2012 MPA Forum in Turkey.

GFCM, hereby undertakes to:

- Take part, to its best ability, in steering committee meetings organized by MedPAN;
- Take an active part in MedPAN general and scientific strategy on the areas of interest for GFCM;
- Take an active part in the MPA database development providing existing information on fishing reserves, areas and seasons of fishing closures or restrictions in member countries as available at the GFCM Secretariat;

In a fully reciprocal manner, the MedPAN, hereby undertakes to:

- Keep GFCM regularly and wholly informed of MPA database, MPA Status and MPA Forum progress;
- Ensure the main decisions made during steering committee meetings are taken into account;
- Coordinate, as appropriate, with GFCM prior to all major decisions relating to the project, in particular those concerned with fisheries, and provide GFCM with all necessary elements sufficiently in advance to allow GFCM to express an opinion on the aforesaid decisions; and
- Take the interests of GFCM into account in the performance of the project, in so far as these interests comply with the interests of the other party
- Involve GFCM in general and scientific strategy development and activities implementation;
- Participate to the GFCM Commission and Scientific Advisory Committee.

## VI. Memorandum of Understanding between RACMED and GFCM

1. Exchange of relevant information concerning fisheries and aquaculture in order to ensure that decision-making in the Mediterranean Sea is informed by the views and the opinions of stakeholders;
  - Promoting and strengthen means that ensure the collection of information relating to fisheries and aquaculture that is of relevance for the development of a more comprehensive framework, bearing in mind the need to reinforce links between stakeholders and scientific advice leading to conservation and management measures in the Mediterranean Sea
2. Identification of areas of common interest in view of the possible development of joint activities;
  - Developing a joint forum, including via the internet and other available electronic means and tools, that builds upon existing synergies thus leading to the targeting of common tasks linked to joint priorities
3. Mutual participation in the respective activities, as appropriate;
  - Enhancing the incidence of each Party in the activities of the other, including in view of a more direct involvement in relation to GFCM Members priorities and actions
4. Reciprocal and continuous communication of elements and outcomes useful to facilitate the elaboration of policies;
  - Collaborating in the elaboration of policy making though a bilateral communication systems that improves the flow of relevant information

## VII. Memorandum of Understanding between EUROFISH and GFCM

1. Cooperation in the collection of statistics and data relating to Mediterranean and Black Sea fisheries as well as to aquaculture activities carried out in the region
  - Examining, discussing and identifying those issues that would deserve dissemination to the general public;
2. Dissemination of information relating to Mediterranean and Black Sea fisheries as well as to aquaculture activities carried out in the region
  - Promoting synergies and exploiting interactions in the collection of statistics and data relating to Mediterranean and Black Sea fisheries as well as to aquaculture activities carried out in the region;
3. Collaboration, as appropriate, in the publication of relevant material (e.g. documents, magazines, newsletters) with reference to Mediterranean and Black Sea fisheries as well as to aquaculture activities carried out in the region
  - Considering launching joint research initiatives and ensure dissemination of any information relating thereto.
4. Joint research in view of raising awareness as to the importance that fisheries and aquaculture have in the Mediterranean and the Black Sea.

## APPENDIX B

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**THE UNITED NATIONS ENVIRONMENT PROGRAMME IN ITS CAPACITY AS**  
**SECRETARIAT OF THE MEDITERRANEAN ACTION PLAN (UNEP/MAP)**  
**AND**  
**THE FOOD AND AGRICULTURE ORGANIZATION OF THE UNITED NATIONS (FAO)**  
**ON BEHALF OF THE GENERAL FISHERIES COMMISSION FOR THE**  
**MEDITERRANEAN (GFCM)**

The United Nations Environment Programme (UNEP) acting as Secretariat of the Mediterranean Action Plan (UNEP/MAP) and, the Food and Agriculture Organization of the United Nations (FAO), acting on behalf of the General Fisheries Commission for the Mediterranean (GFCM), hereafter referred to as the Parties

**WHEREAS** UNEP/MAP has the mandate to support the implementation of the Barcelona Convention and its seven Protocols including ecosystem approach to the management of human activities that may affect the Mediterranean marine and coastal environment for the promotion of sustainable development. In this context, it serves, through its Coordinating Unit, as Secretariat to the Convention and its Protocols and it provides assistance through its components to the Contracting Parties building their capacity and undertaking actions to fulfil their obligations towards the Convention and its Protocols,

**WHEREAS** the GFCM is the existing Regional Fisheries Management Organization established in 1949 under the provisions in article XIV of the FAO Constitution with the aim of, inter alia, promoting the development, conservation, rational management and best utilization of living marine resources and of favouring the sustainable development of aquaculture and has a mandate over the Mediterranean Sea, the Black Sea and their connecting waters. It serves its Members through four subsidiary bodies and thematic working groups which facilitate the implementation of agreed policies and activities, as coordinated by a Secretariat,

**WHEREAS** the Parties have similar responsibilities and share common goals and objectives with regard to conservation of marine environment and ecosystems and the sustainable use of marine living resources and wish to collaborate to further these common goals and objectives within their respective mandates and governing rules and regulations,

**WHEREAS** in recent years, the collaboration between UNEP/MAP and the GFCM has been mainly ensured through the Regional activity Centre for Specially Protected Areas (RAC/SPA) of UNEP/MAP within the framework of the Memorandum of Cooperation presented at the 32<sup>nd</sup> Session of the GFCM,

**WHEREAS** the Parties intend to conclude this Memorandum of Understanding with the aim to establish a broader cooperation aimed at harmonizing their activities and avoiding duplication through the following Memorandum of Understanding (hereafter referred to as “MoU”),

**UNEP/MAP AND THE GFCM HAVE AGREED TO COOPERATE UNDER THIS MoU AS FOLLOWS:**

**Clause 1**

**Purpose**

Having regard to the respective mandates of the Parties, 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 relation to the conservation of marine environment and ecosystems and the sustainable use of marine living resources in their fields of competence.

**Clause 2**

**Scope**

1. Areas of cooperation are agreed jointly in accordance with the clauses of this MoU and its Annex to enable the Parties to respond to newly emerging issues in the realm of the conservation of marine environment and ecosystems, and the sustainable use of marine living resources.
2. The Parties shall work together, to the extent possible, within the remit of their respective mandates, for the implementation of the activities undertaken pursuant to this MoU. The areas of cooperation for this MoU are :
  - 1) Promotion of ecosystem based approaches for the conservation of marine environment and ecosystems and the sustainable use of marine living resources;
  - 2) Mitigation of the impact of fisheries and aquaculture activities on the marine habitats and species;
  - 3) Identification, protection and management of marine areas of particular importance in the Mediterranean (hot spots of biodiversity, areas with sensitive habitats, essential fish habitats, areas of importance for fisheries and/or for the conservation of endangered species, coastal wetlands);
  - 4) Integrated maritime policy;
  - 5) Legal, institutional and policy related cooperation.
3. The details about the activities to be developed under the areas of cooperation indicated above are detailed in the Annex to this MoU. Specific activities will be identified and carried out on the basis of a separate legal instrument pursuant to Clause 3(8).
4. The areas of cooperation are relevant within the context of the mandates of the Parties. As appropriate, they will be revised to be in line with those decisions of the governing bodies of the Parties that might have a bearing on their respective mandates.
5. UNEP/MAP and the GFCM shall work together, to the extent possible, within the remit of their respective mandates, for the implementation of the activities undertaken pursuant to this MoU.

6. This MoU seeks to further harmonize the activities of the Parties, optimise the use of resources and to avoid duplication. In this context, UNEP/MAP and the GFCM will inform each other of their respective capacity development and capacity development related initiatives so as to strengthen cooperation through a permanent platform, such as websites of the Parties.

### **Clause 3**

#### **Organizational arrangements pertaining to the cooperation**

1. The Parties shall hold bilateral consultations on matters of common interest, in accordance with an agenda agreed in advance by them, aiming also at the development/review of their joint activities. Relevant international organisations and relevant initiatives/projects may be invited by both Parties to join such consultations that will take place at least once per year, through face-to-face meetings or remote conferences. The following two items should be examined at least once per year in occasion of consultations:
  - a) technical and operational issues related to furthering the objectives of the MoU;
  - b) review progress in the work by the Parties in implementing the MoU.
2. Further bilateral meetings at desk-to-desk and at expert level will be encouraged and convened on an *ad hoc* basis, as deemed necessary by the Parties to address priority matters regarding the implementation of activities in specific areas, countries and regions.
3. Where the Parties convene a meeting at which policy matters related to this MoU will be discussed, the Parties will, as appropriate, invite each other as observers. The Parties will consider the possibility of joint missions and the hosting of joint training activities and informal sessions.
4. UNEP/MAP and the GFCM will inform their relevant governing bodies on the progress made in implementing this MoU by including this issue in the agenda of each Ordinary Meeting/Annual Session of their respective governing bodies (Contracting Parties Meeting for UNEP/MAP and Commission Session for the GFCM).
5. The Parties will encourage, and where possible promote, contacts, exchange of information and joint activities at national level between their focal points, particularly in those countries where the focal points for the Parties are not the same. The Parties may subsequently develop these contacts, exchange of information and joint activities taking care of safeguarding the confidentiality of the information and documents that have this character.
6. Within the remit of areas of cooperation set in Clause 2(2), collaboration between UNEP/MAP and the GFCM will be carried out, as appropriate, through joint elaboration, fundraising for and implementation of projects on specific issues of common interest.
7. Neither Party shall engage in fund raising with third Parties for activities to be carried out within the framework of this MoU in the name of or on behalf of the other.
8. Nothing under this MoU imposes financial obligations upon either Party. If the Parties mutually agree to allocate specific funds to facilitate an activity undertaken pursuant to this MoU, such an agreement will be reflected in writing and signed by both Parties. In particular, for the implementation of joint activities within the framework of this MoU that might

involve payment of funds, a specific separate legal instrument will be entered into, as appropriate, taking into account those relevant administrative and financial rules and procedures applicable to the Parties.

9. The Parties will undertake, within their global knowledge network and to the extent possible, to facilitate mutual access to relevant information and body of work as well as dissemination between them. The Parties will consider the possibility of joint missions and the hosting of joint training activities and information sessions.
10. Both Parties shall identify one or more focal points within their internal organizational structure to coordinate cooperation under this MoU. In addition, both Parties shall identify an overall focal point responsible for the implementation and the monitoring of the activities under this MoU.

#### **Clause 4**

##### **Status of personnel**

1. For the purpose of implementation of this MoU, no agents, sub-contractors or employees of one of the Parties shall be considered in any way as agents or staff members of the other Party. Each of the Parties shall not be liable for the acts or omissions of the other Party or its personnel/persons performing services on behalf of it.
2. The Parties are not being responsible for any salaries, wages, insurance or other benefits due or payable to the other Party's personnel. Moreover the other Party shall be solely responsible for all such salaries, wages, insurance and benefits, including without limitation, any severance or termination payments to such personnel. The Parties shall entertain no claims and have no liability whatsoever in respect thereof.

#### **Clause 5**

##### **Dispute settlement**

In the event a dispute or controversy arises out of, or in connection with this MoU, the Parties shall use their best efforts to promptly settle through direct and amicable negotiations such dispute or controversy or claim arising out of or in connection with this MoU or any breach thereof. Any such dispute, controversy or claim which is not settled sixty (60) days from the date either Party has notified the other Party of the nature of the dispute, controversy or claim of the measures which should be taken to rectify it, shall be resolved through consultation between the executive Heads of the Parties.

#### **Clause 6**

##### **Official emblems and logos**

1. Neither Party shall use the name, emblem or logos of the other Party, its subsidiaries, affiliates, and/or authorized agents, or any abbreviation thereof, in publications and documents produced by the Parties, without the express prior written approval of the other Party in each case.
2. In no event will authorization of the UNEP/MAP or the GFCM name or emblem, or any abbreviation thereof, be granted for commercial purposes.

**Clause 7****Intellectual property rights**

The Parties shall consult with each other regarding the intellectual Property Rights as appropriate relating to any project or benefits derived thereof in respect of activities carried out under a separate legal instrument pursuant this MoU.

**Clause 8****Notification and amendments**

1. Each Party shall notify the other in writing, within 3 months of any proposed or actual changes that it deems necessary for this MoU.
2. Upon receipt of such notification, the Parties shall consult each other with a view of reaching an agreement on any actual or proposed change(s) suggested in accordance with Clause 8 (1).
3. This MoU may be amended only by mutual agreement of the Parties reflected in writing.

**Clause 9****Interpretation**

1. The Annex to this MoU will be considered part of this MoU. Unless the context otherwise requires, references to this MoU will be construed as a reference to this MoU including the Annex hereto, as varied or amended in accordance with the clauses of this MoU.
2. This MoU supersedes all prior memoranda, including with RAC/SPA, communications and representations between the Parties, whether oral or written, concerning the subject matter thereof.

**Clause 10****Termination**

1. This MoU may be terminated by either Party by giving prior written notice to the other Party. It shall cease to exist in three (3) months following notification of the termination of this MoU. In that event, the Parties will agree on measures required for the orderly conclusion of any ongoing activities.
2. Unless agreed otherwise, upon termination of this MoU, the rights and obligations of the Parties defined under any other legal instrument pursuant this MoU, will cease to be effective, unless provided otherwise.

**Clause 11****Duration**

1. This MoU shall enter into force once it is signed by the duly authorized representatives of both Parties. As of that moment, the MoU shall remain in effect until terminated in accordance with Clause 10 above. Its content shall be reviewed every two (2) years, as appropriate.



2. This MoU is signed in two (2) original copies in English equally authentic.

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

**For UNEP, on behalf of the Secretariat of the MAP**

**For FAO, on behalf of the GFCM**

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Name: Ms Maria Luisa Silva Mejias  
Title: Executive Secretary and Coordinator  
Date: 14 May 2012

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Name: Mr Abdellah Srour  
Title: GFCM Executive Secretary  
Date: 14 May 2012

## Annex 1

### ACTIVITIES RELATING TO THE AREAS OF COOPERATION OF THIS MoU

#### **1. Promoting ecosystem based approaches for the conservation of the marine environment and ecosystems and the sustainable use of its living resources**

- Contribute to the formulation/implementation of a regional framework strategy based on the ecosystem approach and on agreed indicators and reference points (ecological, biological, etc.) to monitor the status of the marine environment and ecosystems and coastal ecosystems and that of marine living resources;
- Cooperate in undertaking assessments of the state of marine environment and ecosystems and that of marine living resources, including socio economic aspects relating to the impact of the exploitation of fisheries on marine environment and ecosystems, the impact of the establishment of marine protected areas on marine living resources, and the impact of coastal and marine aquaculture;
- Collaborate in the formulation/development and implementation of key regional strategies to integrate the environment in social and economic development especially in relation to fisheries and aquaculture.

#### **2. Mitigating the impact of fisheries and aquaculture activities on the marine habitats and species**

- Collaborate in the elaboration, including extra-budgetary fundraising, of a joint regional project on the evaluation and mitigation of by-catch in endangered species and of the impact of fishing gears on marine habitats;
- Consider initiatives to develop the concept of marine spatial planning in a manner that takes into account fisheries and aquaculture activities, activities for the preservation of marine habitats and possible conflicts between these activities and other uses of the sea (e.g. shipping, marine renewable energies, etc.);
- Exchange data and information on deep sea habitats in order to further the knowledge of these habitats, their biodiversity and their living resources for the purpose of better management;
- Collaborate in initiatives that raise awareness and mitigate major impacts such as those related to reduce amount of fishing gear as litter, etc.

#### **3. Identification, protection and management of marine areas of particular importance (hot spots of biodiversity, areas with sensitive habitats, essential fish habitats, areas of importance for fisheries and/or for the conservation of endangered species, coastal wetlands)**

- Enhance collaboration with other relevant organizations as appropriate, including those whereby other MoUs have been signed, to create a common regional database of sites of particular importance for biodiversity conservation and for fisheries management;
- With regard respectively to the Specially Protected Areas of Mediterranean Importance (SPAMIs) and the Fisheries Restricted Areas (FRAs) in particular, located partially or wholly on the high seas, the Parties will collaborate to harmonize existing respective criteria to identify those areas, for the cases where their location may be coincident and in the selection of mechanisms needed for their establishment;

- The Parties will cooperate to promote respective Parties adoption of eventual Management Schemes developed within SPAMIs and FRAs to ensure that measures are consistent with the objectives pursued and respectful with the Mandates of both organisations. Measures with potential impact on fisheries in SPAMIs will be discussed by the Parties with the spirit of optimizing common goals.
- Monitor the status of the species listed in Annexes 2 and 3 to the Protocol concerning Specially Protected Areas and Biological Diversity in the Mediterranean; pursue to ensure that exploitation of all species included in annex 3 is regulated, following Article 12, paragraph 4 of the ASP/ BD Protocol.
- Cooperate in undertaking assessments of the state of coastal lagoons and other relevant coastal wetlands to be used for the formulation and dissemination of sustainable management measures and sustainable use of its living resources.

#### **4. Integrated Maritime Policy**

- Study the impacts of climate change on the marine environment and ecosystems and their marine living resources;
- Contribute to the formulation and adoption of appropriate fisheries and aquaculture adaptation and mitigation measures to climate change in relation to the environment, and including enhancing knowledge and communication;
- Strengthening scientific advice on issues of common interest, including the negative effects of pollution of the marine environment and ecosystems on marine living resources;
- Explore new fields of investigation applied to the conservation of marine environment and marine ecosystems and the sustainable use of marine living resources to promote an integrated approach to environmental and fisheries related issues;
- Collaborate in initiatives related to the implementation and monitoring of the Integrated Coastal Zone Management (ICZM) approach.

#### **5. Legal, institutional and policy related cooperation**

- Consult regularly on policy issues of common interest to identify synergies;
- Promote exchanges of information and data as appropriate;
- Participate (as permanent member in the case of the GFCM) to the Mediterranean Commission on Sustainable Development so to formulate sustainable development frameworks and guidelines for coastal areas management;
- Exchange views regarding the governance of the Mediterranean, with particular regard to those areas located beyond national jurisdiction and take part, where possible, to ongoing initiatives aimed at improving the said governance;
- Organize joint side events, where necessary and including together with other organizations, while being in attendance of meetings held in other international fora that could be relevant to further the promotion of the goals and objectives of this MoU;
- Promote cooperation and exchange of information at the level of their compliance committees, as set up under UNEP/MAP and the GFCM framework, to address issues of common concern (discharges into sea, illegal, unreported and unregulated [IUU] fishing, etc.)
- Be involved, as appropriate, in those projects implemented by the other Party;
- Be invited to regional/sub-regional meetings and subsidiary bodies meetings of interest as organized respectively by each Party.
- Coordinate positions within international fora which involve both Parties.

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**THE AGREEMENT ON THE CONSERVATION OF CETACEANS OF THE BLACK SEA,**  
**MEDITERRANEAN SEA AND CONTIGUOUS ATLANTIC AREA (ACCOBAMS)**  
**AND**  
**THE FOOD AND AGRICULTURE ORGANIZATION OF THE UNITED NATIONS (FAO)**  
**ON BEHALF OF THE**  
**GENERAL FISHERIES COMMISSION FOR THE MEDITERRANEAN (GFCM)**

The Agreement on the Conservation of Cetaceans of the Black Sea, Mediterranean Sea and Contiguous Atlantic Area (ACCOBAMS) and the Food and Agriculture Organization of the United Nations (FAO), acting on behalf of the General Fisheries Commission for the Mediterranean (GFCM), hereafter referred to as the “Parties”;

**WHEREAS** as a result of a consultation process involving the Secretariat of the 1979 Convention on the Conservation of European Wildlife and Natural Habitats (“Bern Convention), the 1992 Convention on the Protection of the Black Sea Against Pollution (“Bucharest Convention”) and its Protocols and the 1995 Convention for the Protection of the Marine Environment and the Coastal Region of the Mediterranean (“Barcelona Convention”) and its Protocols, which led to the adoption of the 1996 Agreement on the Conservation of Cetaceans of the Black Sea, Mediterranean Sea and Contiguous Atlantic Area, ACCOBAMS was established in order to reduce threats to cetaceans in the Mediterranean and the Black Sea and improve knowledge of these animals as well as to provide a cooperative tool for the conservation of marine biodiversity in the Mediterranean and the Black Sea,

**WHEREAS** the GFCM is the Regional Fisheries Management Organization established in 1949 under the provisions of article XIV of the FAO Constitution with the aim of, inter alia, promoting the development, conservation, rational management and best utilization of living marine resources and of favouring the sustainable development of aquaculture and has a mandate over the Mediterranean Sea, the Black Sea and their connecting waters. It serves its Members through four subsidiary bodies and thematic working groups which facilitate the implementation of agreed policies and activities, as coordinated by a Secretariat,

**WHEREAS** the Parties have common goals and objectives with regard to the conservation of marine biodiversity in the Mediterranean and the Black Sea 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 establish a broader cooperation aimed at harmonizing their activities, avoiding duplications and promoting synergies through the following Memorandum of Understanding (hereafter referred to as “MoU”),

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**ACCOBAMS AND THE GFCM HAVE AGREED TO COOPERATE UNDER THIS MoU AS FOLLOWS:**

**Clause 1**  
**Interpretation**

This MoU supersedes all prior communications and representations between the Parties, whether oral or written, concerning the subject matter thereof.

**Clause 2**  
**Purpose**

Having regard to the respective mandates of the Parties, 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 relation to the conservation of marine biodiversity in the Mediterranean and the Black Sea in their fields of competence.

**Clause 3**  
**Areas and scope of cooperation**

1. Areas of cooperation are agreed jointly in accordance with the clauses of this MoU to enable the Parties to respond to newly emerging issues in the realm of the conservation of marine biodiversity.
2. The Parties have agreed on the following areas of cooperation for this MoU:
  - 1) Collection and assessment of information relating to the conservation of cetaceans in a manner that enables to build upon existing interactions between ACCOBAMS and the GFCM;
  - 2) Assessment of human-cetacean interactions, including fishing and aquaculture,
  - 3) Mitigation of the impacts of human-cetacean interactions, including fishing and aquaculture, for better habitats protection and natural resources management;
  - 4) Research, monitoring, collection and dissemination of information;
  - 5) Development of capacity building activities (e.g. training programmes, dissemination of relevant information, building awareness, etc.).
3. The details about the activities to be developed within the remit of areas of cooperation set in Clause 3(2) above, include, but are not limited to:
  - 1) Promoting, within the respective mandates, the elaboration of measures contributing to the conservation of cetaceans in the Mediterranean and the Black Sea;
  - 2) Cooperating in undertaking assessments of human-cetacean interactions, including by launching joint initiatives to raise awareness about the need to mitigate the negative impacts of such interactions;
  - 3) Developing the concept of marine spatial planning in a manner that takes into account fisheries and aquaculture activities, as well as any other activities for the conservation of cetaceans, so to address possible conflicts between these activities and other uses of the sea (e.g. tourism, marine renewable energies, etc.);

- 4) Strengthening scientific advice on issues of common interest, including through joint research initiatives, and ensure dissemination of any information relating thereto.
- 5) Collaborating in the elaboration, including external fundraising, of joint projects for the implementation of activities of common interest in relation to this MoU.

Specific activities will be identified and carried out on the basis of a protocol pursuant to Clause 4(7).

4. The areas of cooperation are relevant within the context of the mandates of the Parties. As appropriate, they will be revised to be in line with those decisions of the governing bodies of the Parties that might have a bearing on their respective mandates.
5. ACCOBAMS and the GFCM shall work together, to the extent possible, within the remit of their respective mandates, for the implementation of the activities undertaken pursuant to this MoU.
6. This MoU seeks to further harmonize the activities of the Parties, optimise the use of resources and to avoid duplications. In this context, ACCOBAMS and the GFCM will inform each other of their respective capacity development and capacity development related initiatives so as to strengthen cooperation through a permanent platform, such as websites of the Parties.

#### **Clause 4**

##### **Organizational arrangements pertaining to cooperation**

1. The Parties shall hold bilateral consultations on matters of common interest, in accordance with an agenda agreed in advance by them, aiming also at the development/review of their joint activities. Relevant international organisations and relevant initiatives/projects may be invited by both Parties to join such consultations that will take place at least once per year, through face-to-face meetings or remote conferences. The following two items should be examined, as appropriate, in occasion of consultations relating to:
  - a) technical and operational issues related to furthering the objectives of the MoU;
  - b) review progress in the work by the Parties in implementing the MoU.
2. Further bilateral meetings at desk-to-desk and at expert level will be encouraged and convened on an *ad hoc* basis, as deemed necessary by the Parties to address priority matters regarding the implementation of activities in specific areas, countries and regions.
3. Where the Parties convene a meeting at which policy matters related to this MoU will be discussed, the Parties will, as appropriate, invite each other.
4. ACCOBAMS and the GFCM will inform their relevant governing bodies on the progress made in implementing this MoU by including this issue in the agenda of each Ordinary Meeting/Annual Session of their respective governing bodies.
5. The Parties will encourage, and where possible promote, contacts, exchange of information and joint activities at national level between their focal points, particularly in those countries

where the focal points for the Parties are not the same.

6. Within the remit of areas of cooperation set in Clause 3(2), collaboration between ACCOBAMS and the GFCM will be carried out, as appropriate, through joint elaboration, fundraising for and implementation of projects on specific issues of common interest.
7. Nothing under this MoU imposes financial obligations upon either Party. If the Parties mutually agree to allocate specific funds to facilitate an activity undertaken pursuant to this MoU, such an agreement will be reflected in writing and signed by both Parties. In particular, for the implementation of joint activities within the framework of this MoU that might involve payment of funds, a specific protocol will be entered into, as appropriate, taking into account those relevant administrative and financial rules and procedures applicable to the Parties.
8. Both ACCOBAMS and the GFCM will identify, as appropriate, focal points within their internal organizational structure to coordinate cooperation under this MoU. In addition, both Parties shall identify an overall focal point responsible for the implementation and the monitoring of the activities under this MoU.

#### **Clause 5**

##### **Knowledge management**

1. The Parties will undertake, within their global knowledge network and to the extent possible, to facilitate mutual access to relevant information and body of work as well as dissemination between them.
2. The Parties will consider the possibility of joint missions and the hosting of joint training activities and information sessions.

#### **Clause 6**

##### **Status of personnel**

For the purpose of implementation of this MoU, no agents, sub-contractors or employees of one of the Parties shall be considered in any way as agents or staff members of the other Party. Each of the Parties shall not be liable for the acts or omissions of the other Party or its personnel/persons performing services on behalf of it.

#### **Clause 7**

##### **Confidentiality**

Neither of the Parties nor its personnel shall communicate to any other person or entity any confidential information made known to it by the other Party in the course of the implementation of this MoU nor shall it use this information to private or company advantage. This provision shall survive the expiration of termination of this MoU.

**Clause 8****Dispute settlement**

Any dispute between the Parties concerning the interpretation and the execution of this MoU, or any document or arrangement relating thereto, shall be settled by negotiation between the Parties. Any differences that may not be so settled shall be brought to the attention of the Executive Heads of the two Agencies for final resolution.

**Clause 9****Official emblems and logos**

1. Neither Party shall use the name, emblem or logos of the other Party, its subsidiaries, affiliates, and/or authorized agents, or any abbreviation thereof, in publications and documents produced by the Parties, without the express prior written approval of the other Party in each case.
2. In no event will authorization of ACCOBAMS or the GFCM name or emblem, or any abbreviation thereof, be granted for commercial purposes.

**Clause 10****Intellectual property rights**

Intellectual property rights relating to any project under or activity pursuant to this MoU will be managed in accordance with the rules and policies of each Party. In any case, the Parties shall consult with each other regarding the joint management of these rights so as to ensure their respect.

**Clause 11****Notification and amendments**

1. Each Party shall notify the other in writing, within 3 months of any proposed or actual changes that it deems necessary for this MoU.
2. Upon receipt of such notification, the Parties shall consult each other with a view of reaching an agreement on any actual or proposed change(s) suggested in accordance with Clause 11(1).
3. This MoU may be amended only by mutual agreement of the Parties reflected in writing.

**Clause 12****Termination**

1. This MoU may be terminated by either Party by giving 6 months prior written notice to the other Party.
2. Upon termination of this MoU, the rights and obligations of the Parties defined under any specific arrangement established in accordance with Clause 4(7) and Clause 9 of this MoU



shall remain effective, unless agreed otherwise.

**Clause 13**

**Duration**

This MoU shall be signed on the same date by both Parties. It shall remain in effect for 4 years or until terminated in accordance with Clause 12 above. Its content will be reviewed every 2 years, as appropriate.

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

**For ACCOBAMS**

**For FAO, on behalf of GFCM**

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Name: Ms Marie Christine Grillo

Title: ACCOBAMS Executive Secretary

Date: 14 May 2012

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Name: Mr Abdellah Srour

Title: GFCM Executive Secretary

Date: 14 May 2012

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**COMMISSION ON THE PROTECTION OF THE BLACK SEA AGAINST POLLUTION OF**  
**THE CONVENTION ON THE PROTECTION OF THE BLACK SEA AGAINST**  
**POLLUTION**  
**AND**  
**THE FOOD AND AGRICULTURE ORGANIZATION OF THE UNITED NATIONS (FAO)**  
**ON BEHALF OF THE**  
**GENERAL FISHERIES COMMISSION FOR THE MEDITERRANEAN (GFCM)**

The Commission on the Protection of the Black Sea against Pollution of the Convention on the Protection of the Black Sea Against Pollution (Bucharest Convention, further referred to as the Black Sea Commission) and the Food and Agriculture Organization of the United Nations (FAO), acting on behalf of the General Fisheries Commission for the Mediterranean (further referred to as GFCM), hereafter referred to as the “Parties”;

**WHEREAS** the Commission on the Protection of the Black Sea against Pollution (hereinafter referred to as the Black Sea Commission) was established in order to promote and coordinate common policies and regional actions under the Convention on the Protection of the Black Sea Against Pollution signed in 1992 and entered into force in 1994 and its Protocols to, *inter alia*, monitor and assess pollution, control pollution from land-based sources, ensure conservation of biological diversity, address environmental safety aspects of shipping, address environmental aspects of management of fisheries and other marine living resources and promote integrated coastal zone management and maritime policy;

**WHEREAS** the GFCM is the Regional Fisheries Management Organization established in 1949 under the provisions in article XIV of the FAO Constitution with the aim of, *inter alia*, promoting the development, conservation, rational management and best utilization of living marine resources and of favouring the sustainable development of aquaculture and has a mandate over the Mediterranean Sea, the Black Sea and their connecting waters. It serves its Members through four subsidiary bodies and thematic working groups which facilitate the implementation of agreed policies and activities, as coordinated by a Secretariat,

**WHEREAS** the Parties have common goals and objectives with regard to conservation of marine environment and ecosystems and the sustainable use of marine living resources 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 establish a broader cooperation aimed at harmonizing their activities, avoiding duplications and promoting synergies through the following Memorandum of Understanding (hereafter referred to as “MoU”),

**THE BLACK SEA COMMISSION AND THE GFCM HAVE AGREED TO COOPERATE UNDER THIS MoU AS FOLLOWS:**

**Clause 1**

**Interpretation**

1. The Annex to this MoU will be considered part of this MoU. Unless the context otherwise requires, references to this MoU will be construed as a reference to this MoU including the Annex hereto, as varied or amended in accordance with the clauses of this MoU.
2. This MoU supersedes all prior communications and representations between the Parties, whether oral or written, concerning the subject matter thereof.

**Clause 2**

**Purpose**

Having regard to the respective mandates of the Parties, 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 relation to the conservation of marine environment and ecosystems and the sustainable use of marine living resources in their fields of competence.

**Clause 3**

**Areas and scope of cooperation**

1. Areas of cooperation are agreed jointly in accordance with the clauses of this MoU and its Annex to enable the Parties to respond to newly emerging issues in the realm of the conservation of marine environment and ecosystems, and the sustainable use of marine living resources.
2. The Parties have agreed on the following areas of cooperation for this MoU:
  - 1) Promotion of ecosystem based approaches for the conservation of marine environment and ecosystems and the sustainable use of marine living resources;
  - 2) Assessment of human-marine biodiversity interactions, including in relation to fisheries and aquaculture activities, and mitigation of their impacts on marine habitats and species;
  - 3) Identification, protection and management of marine areas of particular importance in the Black Sea (hot spots of biodiversity, areas with sensitive habitats, essential fish habitats, areas of importance for fisheries and/or for the conservation of endangered species, coastal wetlands);
  - 4) Implementation of Integrated maritime policy;
  - 5) Support to legal, institutional and policy related cooperation.
3. The details about the activities to be developed under the areas of cooperation indicated above are presented under the Annex. Specific activities will be identified and carried out on the basis of a protocol, pursuant to Clause 4(7).
4. The areas of cooperation are relevant within the context of the mandates of the Parties. As

appropriate, they will be revised to be in line with those decisions of the governing bodies of the Parties that might have a bearing on their respective mandates.

5. The Black Sea Commission and the GFCM shall work together, to the extent possible, within the remit of their respective mandates, for the implementation of the activities undertaken pursuant to this MoU.
6. This MoU seeks to further harmonize the activities of the Parties, optimise the use of resources and to avoid duplications. In this context, the Black Sea Commission and the GFCM will inform each other of their respective capacity development and capacity development related initiatives so as to strengthen cooperation through a permanent platform, such as websites of the Parties.

#### **Clause 4**

##### **Organizational arrangements pertaining to cooperation**

1. The Parties shall hold bilateral consultations on matters of common interest, in accordance with an agenda agreed in advance by them, aiming also at the development/review of their joint activities. Relevant international organisations and relevant initiatives/projects may be invited by both Parties to join such consultations that will take place at least once per year, through face-to-face meetings or remote conferences. The following two items should be examined at least once per year in occasion of consultations:
  - a) technical and operational issues related to furthering the objectives of the MoU;
  - b) review progress in the work by the Parties in implementing the MoU.
2. Further bilateral meetings at desk-to-desk and at expert level will be encouraged and convened on an *ad hoc* basis, as deemed necessary by the Parties to address priority matters regarding the implementation of activities in specific areas, countries and regions.
3. Where the Parties convene a meeting at which policy matters related to this MoU will be discussed, the Parties will, as appropriate, invite each other.
4. The Black Sea Commission and the GFCM will inform their relevant governing bodies on the progress made in implementing this MoU by including this issue in the agenda of each Ordinary Meeting/Annual Session of their respective governing bodies.
5. The Parties will encourage, and where possible promote, contacts, exchange of information and joint activities at national level between their focal points, particularly in those countries where the focal points for the Parties are not the same.
6. Within the remit of areas of cooperation set in Clause 3(2), collaboration between the Black Sea Commission and the GFCM will be carried out, as appropriate, through joint elaboration, fundraising for and implementation of projects on specific issues of common interest.
7. Nothing under this MoU imposes financial obligations upon either Party. If the Parties mutually agree to allocate specific funds to facilitate an activity undertaken pursuant to this MoU, such an agreement will be reflected in writing and signed by both Parties. In particular, for the implementation of joint activities within the framework of this MoU that might

involve payment of funds, a specific protocol will be entered into, as appropriate, taking into account those relevant administrative and financial rules and procedures applicable to the Parties.

8. Both the Black Sea Commission and the GFCM shall identify one or more focal points within their internal organizational structure to coordinate cooperation under this MoU. In addition, both Parties shall identify an overall focal point responsible for the implementation and the monitoring of the activities under this MoU.

#### **Clause 5**

##### **Knowledge management**

1. The Parties will undertake, within their global knowledge network and to the extent possible, to facilitate mutual access to relevant information and body of work as well as dissemination between them.
2. The Parties will consider the possibility of joint missions and the hosting of joint training activities and information sessions.

#### **Clause 6**

##### **Status of personnel**

For the purpose of implementation of this MoU, no agents, sub-contractors or employees of one of the Parties shall be considered in any way as agents or staff members of the other Party. Each of the Parties shall not be liable for the acts or omissions of the other Party or its personnel/persons performing services on behalf of it.

#### **Clause 7**

##### **Confidentiality**

Neither of the Parties nor its personnel shall communicate to any other person or entity any confidential information made known to it by the other Party in the course of the implementation of this MoU nor shall it use this information to private or company advantage. This provision shall survive the expiration of termination of this MoU.

#### **Clause 8**

##### **Dispute settlement**

Any dispute between the Parties concerning the interpretation and the execution of this MoU, or any document or arrangement relating thereto, shall be settled by negotiation between the Parties. Any differences that may not be so settled shall be brought to the attention of the Executive Heads of the two Agencies for final resolution.

**Clause 9****Official emblems and logos**

1. Neither Party shall use the name, emblem or logos of the other Party, its subsidiaries, affiliates, and/or authorized agents, or any abbreviation thereof, in publications and documents produced by the Parties, without the express prior written approval, including provided via email, of the other Party in each case.
2. In no event will authorization of the Black Sea Commission or the GFCM name or emblem, or any abbreviation thereof, be granted for commercial purposes.

**Clause 10****Intellectual property rights**

Intellectual property rights relating to any project under or activity pursuant to this MoU will be managed in accordance with the rules and policies of each Party. In any case, the Parties shall consult with each other regarding the joint management of these rights so as to ensure their respect.

**Clause 11****Notification and amendments**

1. Each Party shall notify the other in writing, within 3 months of any proposed or actual changes that it deems necessary for this MoU.
2. Upon receipt of such notification, the Parties shall consult each other with a view of reaching an agreement on any actual or proposed change(s) suggested in accordance with Clause 11(1).
3. This MoU may be amended only by mutual agreement of the Parties reflected in writing.

**Clause 12****Termination**

1. This MoU may be terminated by either Party by giving 6 months prior written notice to the other Party.
2. Upon termination of this MoU, the rights and obligations of the Parties defined under any specific arrangement established in accordance with Clause 4(7) and Clause 9 of this MoU shall remain effective, unless agreed otherwise.

**Clause 13****Duration**

This MoU shall be signed on the same date by both Parties. It shall remain in effect for 4 years or until terminated in accordance with Clause 12 above. Its content shall be reviewed every 2 years, as appropriate.

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

**For the Black Sea Commission**

**For FAO, on behalf of GFCM**

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Name: Mr Halil Ibrahim Sur

Title: Executive Director

Date: 14 May 2012

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Name: Mr. Abdellah Srour

Title: GFCM Executive Secretary

Date: 14 May 2012

## Annex 1

### ACTIVITIES RELATING TO THE AREAS OF COOPERATION OF THIS MoU

#### 1. Promoting ecosystem based approaches for the conservation of the marine environment and ecosystems and the sustainable use of its living resources

- Contribute to the formulation of a regional strategy based on agreed indicators and reference points (ecological, biological, etc.) to monitor the status of the marine environment and ecosystems and that of marine living resources;
- Cooperate in undertaking assessments of the state of marine environment and ecosystems and that of marine living resources, including socio economic aspects relating to the impact of the exploitation of fisheries on marine environment and ecosystems, the impact of the establishment of marine protected areas on marine living resources, and the impact of coastal and marine aquaculture;
- Also cooperate in promoting, within the respective mandates, the elaboration of measures contributing to the protection and preservation of the marine environment of the Black Sea and its living marine resources;
- Collaborate in developing key regional strategies to integrate the environment in social and economic development especially in relation to fisheries and aquaculture.

#### 2. Mitigating the impact of fisheries and aquaculture activities on the marine habitats and species

- Collaborate in the elaboration, including extra-budgetary fundraising, of a joint regional project on the evaluation and mitigation of by-catch in endangered species and of the impact of fishing gears on marine habitats;
- Consider initiatives to develop the concept of marine spatial planning in a manner that takes into account fisheries and aquaculture activities, activities for the preservation of marine habitats and possible conflicts between these activities and other uses of the sea (e.g. shipping, marine renewable energies, etc.);
- Also consider strategies to prevent pollution of the marine environment of the Black Sea from any source for the better preservation of its living marine resources;

#### 3. Identification, protection and management of marine areas of particular importance (hot spots of biodiversity, areas with sensitive habitats, essential fish habitats, areas of importance for fisheries and/or for the conservation of endangered species, coastal wetlands)

- Enhance collaboration with other relevant organizations as appropriate, including those whereby other MoUs have been signed, to create a common regional database of sites of particular importance for biodiversity conservation and for fisheries management;
- Monitor the status of living marine resources and collaborate, as appropriate, in the elaboration of plans for the prevention, reduction and control of any source of pollution that might have a negative impact on these resources;
- Cooperate in undertaking assessments of the state of coastal lagoons and other relevant coastal wetlands to be used for the formulation and dissemination of sustainable management measures and sustainable use of its living marine resources.



#### **4. Integrated Maritime Policy**

- Study the impacts of climate change on the marine environment and ecosystems and their living marine resources;
- Contribute to the formulation and adoption of appropriate fisheries and aquaculture adaptation and mitigation measures to climate change in relation to the environment, including enhancing knowledge and communication;
- Strengthening scientific advice on issues of common interest, including the negative effects of pollution of the marine environment and ecosystems on living marine resources;
- Explore new fields of investigation applied to the conservation of marine environment and marine ecosystems and the sustainable use of living marine resources to promote an integrated approach to environmental and fisheries related issues;
- Collaborate in initiatives related to the implementation and monitoring of the Integrated Coastal Zone Management (ICZM) approach.

#### **5. Legal, institutional and policy related cooperation**

- Consult regularly on policy issues of common interest to identify synergies;
- Exchange views regarding the governance of the Black Sea and take part, where possible, to ongoing initiatives aimed at improving the said governance;
- Organize joint side events, where necessary and including together with other organizations, while being in attendance of meetings held in other international fora that could be relevant to further the promotion of the goals and objectives of this MoU;
- Promote cooperation and exchange of information to address issues of common concern (e.g. discharges into sea, destructive fishing practices, etc.);
- Be involved, as appropriate, in those projects implemented by the other Party;
- Be invited to regional/sub-regional meetings and subsidiary bodies meetings of interest as organized respectively by each Party.
- Coordinate positions within international fora which involve both Parties.

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**THE INTERNATIONAL COUNCIL FOR THE EXPLORATION OF THE SEA (ICES)**  
**AND**  
**THE FOOD AND AGRICULTURE ORGANIZATION OF THE UNITED NATIONS (FAO)**  
**ON BEHALF OF THE**  
**GENERAL FISHERIES COMMISSION FOR THE MEDITERRANEAN (GFCM)**

The International Council for the Exploration of the Sea (ICES) and the Food and Agriculture Organization of the United Nations (FAO), acting on behalf of the General Fisheries Commission for the Mediterranean (further referred to as GFCM), hereafter referred to as the “Partners”;

**WHEREAS** ICES is an intergovernmental organisation established in 1902, and in accordance with the Convention of 1964 has the mission to promote and encourage research and investigations for the study of the sea particularly those related to the living resources thereof and to publish or otherwise disseminate the results of research and investigations. On the basis of marine research, ICES provides scientific information and advice to Contracting Parties, and the regulatory Commissions with which cooperative relationships have been established. ICES also coordinates data collection regarding the marine environment and living resources and hosts data bases in the service of the scientific community and scientific advice;

**WHEREAS** GFCM is the Regional Fisheries Management Organization established in 1949 under the provisions in article XIV of the FAO Constitution with the aim of, *inter alia*, promoting the development, conservation, rational management and best utilization of living marine resources and of favouring the sustainable development of aquaculture and has a mandate over the Mediterranean Sea, the Black Sea and their connecting waters. It serves its Members through four subsidiary bodies and thematic working groups which facilitate the implementation of agreed policies and activities, as coordinated by a Secretariat,

**WHEREAS** the Partners have common goals and objectives with regard to conservation of the marine environment and ecosystems and the sustainable use of marine living resources and wish to collaborate to further these common goals and objectives within their respective mandates and governing rules and regulations,

**WHEREAS** the Partners intend to establish a broader cooperation aimed at harmonizing their activities, avoiding duplications and promoting synergies through the following Memorandum of Understanding (hereafter referred to as “MoU”),

**THE INTERNATIONAL COUNCIL FOR THE EXPLORATION OF THE SEA AND THE GFCM HAVE AGREED TO COOPERATE UNDER THIS MoU AS FOLLOWS:**

**Clause 1**  
**Interpretation**

1. The Annex to this MoU will be considered part of this MoU. Unless the context otherwise requires, references to this MoU will be construed as a reference to this MoU including the Annex hereto, as varied or amended in accordance with the clauses of this MoU.
2. This MoU supersedes all prior communications and representations between the Partners, whether oral or written, concerning the subject matter thereof.

**Clause 2**  
**Purpose**

Having regard to the respective mandates of the Partners, the purpose of this MoU is to provide a framework of cooperation and understanding and to facilitate collaboration between the Partners to further their shared goals and objectives in relation to the conservation of the marine environment and ecosystems and the sustainable use of marine living resources in their fields of competence.

**Clause 3**  
**Areas and scope of cooperation**

1. Areas of cooperation are agreed jointly in accordance with the clauses of this MoU and its Annex to enable the Partners to respond to newly emerging issues in the realm of the conservation of the marine environment and ecosystems, and the sustainable use of marine living resources.
2. The Partners have agreed on the following areas of cooperation for this MoU:
  - 1) Stock Assessment and Management Plans of European Eel, within the Joint ICES/EIFAAC/GFCM Mediterranean Working Group on Eel.
  - 2) Implementation Process of the Marine Strategy Framework Directive (2008/56/EC; MSFD), including, *inter alia*, descriptor 3 – Commercial Species.
  - 3) Training programs and expert consultations on:
    - i. Stock assessment;
    - ii. Formulation of management advice.
  - 4) Indicators regarding the ecosystem impacts of fisheries.
  - 5) Development of frameworks for data collection and data collection planning,
  - 6) Development of data bases and data access
  - 7) Others to be defined jointly.
3. The details about the activities to be developed under the areas of cooperation indicated above are presented under the Annex. Specific activities will be identified and carried out on the basis of a protocol, pursuant to Clause 4(7).

4. The areas of cooperation are relevant within the context of the mandates of the Partners. As appropriate, they will be revised to be in line with those decisions of the governing bodies of the Partners that might have a bearing on their respective mandates.
5. ICES and the GFCM shall work together, to the extent possible, within the remit of their respective mandates, for the implementation of the activities undertaken pursuant to this MoU.
6. This MoU seeks to further harmonize the activities of the Partners, optimise the use of resources and to avoid duplications. In this context, ICES and the GFCM will inform each other of their respective capacity development and capacity development related initiatives so as to strengthen cooperation through a permanent platform, such as websites of the Partners.

#### **Clause 4**

##### **Organizational arrangements pertaining to cooperation**

1. The Partners shall hold bilateral consultations on matters of common interest, in accordance with an agenda agreed in advance by them, aiming also at the development/review of their joint activities. Relevant international organisations and relevant initiatives/projects may be invited by both Partners to join such consultations that will take place at least once per year, through face-to-face meetings or remote conferences. The following two items should be examined at least once per year in occasion of consultations:
  - a) technical and operational issues related to furthering the objectives of the MoU;
  - b) review progress in the work by the Partners in implementing the MoU.
2. Further bilateral meetings at desk-to-desk and at expert level will be encouraged and convened on an *ad hoc* basis, as deemed necessary by the Partners to address priority matters regarding the implementation of activities in specific areas, countries and regions.
3. Where the Partners convene a meeting at which policy matters related to this MoU will be discussed, the Partners will, as appropriate, invite each other.
4. ICES and the GFCM will inform their relevant governing bodies on the progress made in implementing this MoU by including this issue in the agenda of each Ordinary Meeting/Annual Session of their respective governing bodies.
5. The Partners will encourage, and where possible promote, contacts, exchange of information and joint activities at national level between their focal points, particularly in those countries where the focal points for the Partners are not the same.
6. Within the remit of areas of cooperation set in Clause 3(2), collaboration between ICES and the GFCM will be carried out, as appropriate, through joint elaboration, fundraising for and implementation of projects on specific issues of common interest.
7. Nothing under this MoU imposes financial obligations upon either Partner. If the Partners mutually agree to allocate specific funds to facilitate an activity undertaken pursuant to this

MoU, such an agreement will be reflected in writing and signed by both Partners. In particular, for the implementation of joint activities within the framework of this MoU that might involve payment of funds, a specific protocol will be entered into, as appropriate, taking into account those relevant administrative and financial rules and procedures applicable to the Partners.

8. Both ICES and the GFCM shall identify one or more focal points within their internal organizational structure to coordinate cooperation under this MoU. In addition, both Partners shall identify an overall focal point responsible for the implementation and the monitoring of the activities under this MoU.

#### **Clause 5**

##### **Knowledge management**

1. The Partners will undertake, within their global knowledge network and to the extent possible, to facilitate mutual access to relevant information and body of work as well as dissemination between them.
2. The Partners will consider the possibility of joint missions and the hosting of joint training activities and information sessions.

#### **Clause 6**

##### **Status of personnel**

For the purpose of implementation of this MoU, no agents, sub-contractors or employees of one of the Partners shall be considered in any way as agents or staff members of the other Partner. Each of the Partners shall not be liable for the acts or omissions of the other Partner or its personnel/persons performing services on behalf of it.

#### **Clause 7**

##### **Confidentiality**

Neither of the Partners nor its personnel shall communicate to any other person or entity any confidential information made known to it by the other Partner in the course of the implementation of this MoU nor shall it use this information to private or company advantage. This provision shall survive the expiration of termination of this MoU.

#### **Clause 8**

##### **Dispute settlement**

Any dispute between the Partners concerning the interpretation and the execution of this MoU, or any document or arrangement relating thereto, shall be settled by negotiation between the Partners. Any differences that may not be so settled shall be brought to the attention of the Executive Heads of the two Agencies for final resolution.

**Clause 9****Official emblems and logos**

1. Neither Partner shall use the name, emblem or logos of the other Partner, its subsidiaries, affiliates, and/or authorized agents, or any abbreviation thereof, in publications and documents produced by the Partners, without the express prior written approval, including provided via email, of the other Partner in each case.
2. In no event will authorization of ICES or the GFCM name or emblem, or any abbreviation thereof, be granted for commercial purposes.

**Clause 10****Intellectual property rights**

Intellectual property rights relating to any project under or activity pursuant to this MoU will be managed in accordance with the rules and policies of each Partner. In any case, the Partners shall consult with each other regarding the joint management of these rights so as to ensure their respect.

**Clause 11****Notification and amendments**

1. Each Partner shall notify the other in writing, within 3 months of any proposed or actual changes that it deems necessary for this MoU.
2. Upon receipt of such notification, the Partners shall consult each other with a view of reaching an agreement on any actual or proposed change(s) suggested in accordance with Clause 11(1).
3. This MoU may be amended only by mutual agreement of the Partners reflected in writing.

**Clause 12****Termination**

1. This MoU may be terminated by either Partner by giving 6 months prior written notice to the other Partner.
2. Upon termination of this MoU, the rights and obligations of the Partners defined under any specific arrangement established in accordance with Clause 4(7) and Clause 9 of this MoU shall remain effective, unless agreed otherwise.

**Clause 13****Duration**

This MoU shall be signed on the same date by both Partners. It shall remain in effect for 4 years or until terminated in accordance with Clause 12 above. Its content shall be reviewed every 2 years, as appropriate.

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

**For the International Council for the Exploration  
of the Sea**

**For FAO, on behalf of GFCM**

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Name: Mr Michael M. Sinclair

Title: ICES President

Date: 14 May 2012

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Name: Mr Abdellah Srour

Title: GFCM Executive Secretary

Date: 14 May 2012

## Annex 1

### ACTIVITIES RELATING TO THE AREAS OF COOPERATION OF THIS MoU

1. Stock Assessment and Management Plans of European Eel, within the Joint ICES/EIFAAC/GFCM Mediterranean Working Group on Eel.

GFCM/ICES/EIFAAC Workshop on EEL

Previous to the meeting, a chair(s) of the meeting shall be identified to ensure the preparation of meeting, in consultation with the Secretariats, which includes *inter alia*:

- Consideration of data requirements for the assessment of the local stocks, and identification of data and knowledge gaps, focusing on the data reporting requirements of the EU and CITES;
- Launch of a data call for the participants ensuring that the objectives of the meeting can be achieved. (i.e. eel production, yield and escapement, including physical habitat data (e.g. wetted area, productivity);

ToRs of the Workshop on EEL:

- Identification of available data, summary of published documentation, creation of a data inventory, analysis of gaps and identification of any management plans implemented;
- Assessment of local stocks;
- Estimation of aquaculture production in the GFCM area;
- Assessment of the anthropogenic impacts on the stock and its relation to the targets/limits of the (national) Eel Management Plans (if present) and the (international) EU Recovery Plan, and the need for non-detriment findings under CITES.

2. Implementation Process of the Marine Strategy Framework Directive (2008/56/EC; MSFD) including *inter alia* descriptor 3 – Commercial Species.

Development of technical and scientific knowledge and tools supporting EU Member States in the implementation of the MSFD

3. Training programs and expert consultations on: Stock assessment and Formulation of management advice.
4. Indicators regarding the ecosystem impacts of fisheries
5. Development of frameworks for data collection and data collection planning
6. Development of data bases and data access



**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**THE NETWORK OF MANAGERS OF MARINE PROTECTED AREAS IN THE**  
**MEDITERRANEAN**  
**AND**  
**THE FOOD AND AGRICULTURE ORGANIZATION OF THE UNITED NATIONS (FAO)**  
**ON BEHALF OF THE GENERAL FISHERIES COMMISSION FOR THE**  
**MEDITERRANEAN (GFCM)**

The Network of Managers of **Marine Protected Areas in the Mediterranean** (hereinafter referred to as "MedPAN"), on the one hand,

and the Food and Agriculture Organization of the United Nations (hereafter referred to as "FAO") on behalf of the General Fisheries Commission for the Mediterranean (hereinafter referred to as "GFCM"), on the other hand.

hereinafter referred to as "the Parties".

**Preamble:**

*In view of* the objectives of the Convention for the Protection of the Marine Environment and the Coastal Region of the Mediterranean (1995 Barcelona Convention) and its Protocols, particularly the Protocol relative to Specially Protected Areas and Biological Diversity in the Mediterranean (Protocol ASP/DB, 1995);

*In view of* the aim of the MedPAN to foster the creation and sustained functioning of an effective Mediterranean network of marine protected areas;

*In view of* the fact that General Fisheries Commission for the Mediterranean was established under Article XIV of the FAO Constitution and its Agreement states that the objective of the GFCM is to promote the development, conservation, rational management and best utilization of living marine resources;

*In view of* the existing collaboration between GFCM and MedPAN,

*Convinced* of the importance of assessing, by 2012, the progression of the Mediterranean Marine Protected Areas (MPA) system with regards to the objectives of the Convention on Biological Diversity, which aims to set up representative, comprehensive and efficiently-managed MPA networks by 2012;

*In view of* the 2013-2017 MedPAN general and scientific strategy development,

MedPAN and GFCM hereby agree the following:

**Article 1. Objective**

The purpose of this Memorandum of Understanding (hereinafter referred to as "Memorandum") is to define the mutual commitments of MedPAN and GFCM with regards to the activities indicated in Article 2 below.

## **Article 2. Scope of cooperation**

The Parties to this Memorandum will cooperate to:

- The development of the General and Scientific Strategy of MedPAN

and in particular in 2012 :

- Developing the database of Mediterranean Marine Protected Areas ;
- Drafting a report aimed at assessing the Status of the Mediterranean MPA network;
- Contribute, as appropriate to the organization of the 2012 MPA Forum in Turkey.

hereinafter referred to as “the Project”.

## **Article 3. Role and responsibilities of the Parties**

GFCM, hereby undertakes to:

- Take part, to its best ability, in steering committee meetings organized by MedPAN;
- Take an active part in MedPAN general and scientific strategy on the areas of interest for GFCM;
- Take an active part in the MPA database development providing existing information on fishing reserves, areas and seasons of fishing closures or restrictions in member countries as available at the GFCM Secretariat;

In a fully reciprocal manner, the MedPAN, hereby undertakes to:

- Keep GFCM regularly and wholly informed of MPA database, MPA Status and MPA Forum progress;
- Ensure the main decisions made during steering committee meetings are taken into account;
- Coordinate, as appropriate, with GFCM prior to all major decisions relating to the project, in particular those concerned with fisheries, and provide GFCM with all necessary elements sufficiently in advance to allow GFCM to express an opinion on the aforesaid decisions; and
- Take the interests of GFCM into account in the performance of the project, in so far as these interests comply with the interests of the other party
- Involve GFCM in general and scientific strategy development and activities implementation;
- Participate to the GFCM Commission and Scientific Advisory Committee.

The Parties shall enter into this collaboration on a voluntary basis.

## **Article 4. Use of logos and names**

The Parties agree not to use in any press release, memo, report or other published disclosure related to this Memorandum other Parties' name and logo without prior written agreement by the party concerned.

### **Article 5. Confidentiality**

Neither of the Parties nor its personnel shall communicate to any other person or entity any confidential information made known to it by the other Party in the course of the implementation of this Memorandum nor shall it use this information to private or company advantage. This provision shall survive the expiration or termination of this Memorandum.

### **Article 6. Intellectual property rights**

Intellectual property rights, in particular copyright of material to be used to carry out the activities under this Memorandum shall remain with the originating party unless separately negotiated and agreed.

### **Article 7. Privileges and Immunities**

Nothing in this Memorandum or in any document or arrangement relating thereto shall be construed as constituting a waiver of privileges or immunities of FAO nor as conferring any privileges or immunities of FAO to the other Party or its personnel.

### **Article 8. Applicable law**

The present Memorandum and any document or arrangement relating thereto shall be governed by the general principles of law, to the exclusion of any single national system of law.

### **Article 9. Dispute settlement**

Any dispute between the Parties concerning the interpretation and the execution of this Memorandum, or any document or arrangement relating thereto, shall be settled by negotiation between the Parties. If the dispute is not settled by negotiation between the Parties, it shall, at the request of either Party, be submitted to one conciliator. Should the Parties fail to reach agreement on the name of a sole conciliator, each Party shall appoint one conciliator. The conciliation shall be carried out in accordance with the Conciliation Rules of the United Nations Commission on International Trade Law, as at present in force.

Any dispute between the Parties that is unresolved after conciliation shall, at the request of either Party be settled by arbitration in accordance with the Arbitration Rules of the United Nations Commission on International Trade Law, as at present in force. The arbitral tribunal shall have no authority to award punitive damages.

The conciliation or arbitration proceedings shall be conducted in the language in which the Memorandum is drafted.

The Parties may request conciliation during the execution of the Memorandum and anyway no later than twelve months after the expiry or the termination of the Memorandum. The Parties may request arbitration not later than ninety days after the termination of the conciliation proceedings.

Any arbitration award rendered in accordance with the provisions of this Article shall be final and binding on the Parties.

#### **Article 10. Amendements**

This Memorandum may be modified by the written mutual consent of the Parties, in accordance with their respective rules and regulations. Such amendments shall enter into force one month following notifications of consent by both Parties.

#### **Article 11. Entry into force, duration and termination**

This Memorandum enters into force upon signature by the Parties. It shall remain in force for a period of 3 years (2012-2014), and may be terminated by either Party upon six-month notice given to the other Party. In that event, the Parties will agree on measures required for the orderly conclusion of ongoing activities.

**For MedPAN**

**For FAO, on behalf of the GFCM**

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Name: Ms Purificacio Canals

Title: MedPAN President

Date: 14 May 2012

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Name: Mr Abdellah Srour

Title: GFCM Executive Secretary

Date: 14 May 2012

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**REGIONAL ADVISORY COUNCIL FOR THE MEDITERRANEAN SEA (RACMED)**  
**AND**  
**THE FOOD AND AGRICULTURE ORGANIZATION OF THE UNITED NATIONS (FAO)**  
**ON BEHALF OF THE**  
**GENERAL FISHERIES COMMISSION FOR THE MEDITERRANEAN (GFCM)**

The Regional Advisory Council for the Mediterranean Sea (RACMED) and the Food and Agriculture Organization of the United Nations (FAO), acting on behalf of the General Fisheries Commission for the Mediterranean (GFCM), hereafter referred to as the “Parties”;

**WHEREAS** RACMED has been created in 2004 on the basis of EU Council Decision 585/2004, and it has become operational in 2008 following the adoption of EU Commission Decision n.2008/695/CE, with the goal of enabling the European Commission to benefit from the knowledge and experience of stakeholders in the formulation and implementation of fisheries management measures to cover the Mediterranean sea;

**WHEREAS** the GFCM is the Regional Fisheries Management Organization established in 1949 under the provisions of article XIV of the FAO Constitution with the aim of, inter alia, promoting the development, conservation, rational management and best utilization of living marine resources and of favouring the sustainable development of aquaculture and has a mandate over the Mediterranean Sea, the Black Sea and their connecting waters. It serves its Members through four subsidiary bodies and thematic working groups which facilitate the implementation of agreed policies and activities, as coordinated by a Secretariat,

**WHEREAS** the Parties have common goals and objectives with regard to the preservation and sustainable use of fish resources and the conservation of marine biodiversity in the Mediterranean Sea, wish to collaborate to further these common goals and objectives within their respective mandates and governing rules and regulations,

**WHEREAS** the Parties intend to establish a broader cooperation aimed at harmonizing their activities, avoiding duplications and promoting synergies through the following Memorandum of Understanding (hereafter referred to as “MoU”),

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**RAC MED-CCR MED AND THE GFCM HAVE AGREED TO COOPERATE UNDER THIS MoU AS FOLLOWS:**

**Clause 1**  
**Interpretation**

This MoU supersedes all prior communications and representations between the Parties, whether oral or written, concerning the subject matter thereof.

**Clause 2**  
**Purpose**

Having regard to the respective mandates of the Parties, 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 relation to the conservation of marine biodiversity in the Mediterranean Sea in their fields of competence.

**Clause 3**  
**Areas and scope of cooperation**

1. Areas of cooperation are agreed jointly in accordance with the clauses of this MoU to enable the Parties to respond to newly emerging issues in the realm of the conservation of marine biodiversity.
2. The Parties have agreed on the following areas of cooperation for this MoU:
  - 1) Exchange of relevant information concerning fisheries and aquaculture in order to ensure that decision-making in the Mediterranean Sea is informed by the views and the opinions of stakeholders;
  - 2) Identification of areas of common interest in view of the possible development of joint activities;
  - 3) Mutual participation in the respective activities, as appropriate;
  - 4) Reciprocal and continuous communication of elements and outcomes useful to facilitate the elaboration of policies;
3. The details about the activities to be developed within the remit of areas of cooperation set in Clause 3(2) above, include, but are not limited to:
  - 1) Promoting and strengthen means that ensure the collection of information relating to fisheries and aquaculture that is of relevance for the development of a more comprehensive framework, bearing in mind the need to reinforce links between stakeholders and scientific advice leading to conservation and management measures in the Mediterranean Sea;
  - 2) Developing a joint forum, including via the internet and other available electronic means and tools, that builds upon existing synergies thus leading to the targeting of common tasks linked to joint priorities;

- 3) Enhancing the incidence of each Party in the activities of the other, including in view of a more direct involvement in relation to GFCM Members priorities and actions;
- 4) Collaborating in the elaboration of policy making through a bilateral communication systems that improves the flow of relevant information.

Specific activities will be identified and carried out on the basis of a protocol pursuant to Clause 4(7).

4. The areas of cooperation are relevant within the context of the mandates of the Parties. As appropriate, they will be revised to be in line with those decisions of the governing bodies of the Parties that might have a bearing on their respective mandates.
5. RACMED and the GFCM shall work together, to the extent possible, within the remit of their respective mandates, for the implementation of the activities undertaken pursuant to this MoU taking into account that RACMED is composed by representatives from the fisheries sector and other interest groups affected by the Common Fisheries Policy.
6. This MoU seeks to further harmonize the activities of the Parties, optimise the use of resources and to avoid duplications. In this context, RACMED and the GFCM will inform each other of their respective capacity development and capacity development related initiatives so as to strengthen cooperation through a permanent platform, such as websites of the Parties.

#### **Clause 4**

##### **Organizational arrangements pertaining to cooperation**

1. The Parties shall hold bilateral consultations on matters of common interest, in accordance with an agenda agreed in advance by them, aiming also at the development/review of their joint activities. Relevant international organisations and relevant initiatives/projects may be invited by both Parties to join such consultations that will take place at least once per year, through face-to-face meetings or remote conferences. The following two items should be examined, as appropriate, in occasion of consultations relating to:
  - a) technical and operational issues related to furthering the objectives of the MoU;
  - b) review progress in the work by the Parties in implementing the MoU.
2. Further bilateral meetings at desk-to-desk and at expert level will be encouraged and convened on an *ad hoc* basis, as deemed necessary by the Parties to address priority matters regarding the implementation of activities in specific areas, countries and regions.
3. Where the Parties convene a meeting at which policy matters related to this MoU will be discussed, the Parties will, as appropriate, invite each other.
4. RACMED and the GFCM will inform their relevant governing bodies on the progress made in implementing this MoU by including this issue in the agenda of each Ordinary Meeting/Annual Session of their respective governing bodies.
5. The Parties will encourage, and where possible promote, contacts, exchange of information

and joint activities at national level between their focal points, particularly in those countries where the focal points for the Parties are not the same.

6. Within the remit of areas of cooperation set in Clause 3(2), collaboration between RACMED and the GFCM will be carried out, as appropriate, through joint elaboration, fundraising for and implementation of projects on specific issues of common interest.
7. Nothing under this MoU imposes financial obligations upon either Party. If the Parties mutually agree to allocate specific funds to facilitate an activity undertaken pursuant to this MoU, such an agreement will be reflected in writing and signed by both Parties. In particular, for the implementation of joint activities within the framework of this MoU that might involve payment of funds, a specific protocol will be entered into, as appropriate, taking into account those relevant administrative and financial rules and procedures applicable to the Parties.
8. Both RACMED and the GFCM will identify, as appropriate, focal points within their internal organizational structure to coordinate cooperation under this MoU. In addition, both Parties shall identify an overall focal point responsible for the implementation and the monitoring of the activities under this MoU.

#### **Clause 5**

##### **Knowledge management**

1. The Parties will undertake, within their global knowledge network and to the extent possible, to facilitate mutual access to relevant information and body of work as well as dissemination between them.
2. The Parties will consider the possibility of joint missions and the hosting of joint training activities and information sessions.

#### **Clause 6**

##### **Status of personnel**

For the purpose of implementation of this MoU, no agents, sub-contractors or employees of one of the Parties shall be considered in any way as agents or staff members of the other Party. Each of the Parties shall not be liable for the acts or omissions of the other Party or its personnel/persons performing services on behalf of it.



**Clause 7**  
**Confidentiality**

Neither of the Parties nor its personnel shall communicate to any other person or entity any confidential information made known to it by the other Party in the course of the implementation of this MoU nor shall it use this information to private or company advantage. This provision shall survive the expiration of termination of this MoU.

**Clause 8**  
**Dispute settlement**

Any dispute between the Parties concerning the interpretation and the execution of this MoU, or any document or arrangement relating thereto, shall be settled by negotiation between the Parties. Any differences that may not be so settled shall be brought to the attention of the Executive Heads of the two Agencies for final resolution.

**Clause 9**  
**Official emblems and logos**

1. Neither Party shall use the name, emblem or logos of the other Party, its subsidiaries, affiliates, and/or authorized agents, or any abbreviation thereof, in publications and documents produced by the Parties, without the express prior written approval of the other Party in each case.
2. In no event will authorization of RACMED or the GFCM name or emblem, or any abbreviation thereof, be granted for commercial purposes.

**Clause 10**  
**Intellectual property rights**

Intellectual property rights relating to any project under or activity pursuant to this MoU will be managed in accordance with the rules and policies of each Party. In any case, the Parties shall consult with each other regarding the joint management of these rights so as to ensure their respect.

**Clause 11**  
**Notification and amendments**

1. Each Party shall notify the other in writing, within 3 months of any proposed or actual changes that it deems necessary for this MoU.

2. Upon receipt of such notification, the Parties shall consult each other with a view of reaching an agreement on any actual or proposed change(s) suggested in accordance with Clause 11(1).
3. This MoU may be amended only by mutual agreement of the Parties reflected in writing.

**Clause 12**  
**Termination**

1. This MoU may be terminated by either Party by giving 6 months prior written notice to the other Party.
2. Upon termination of this MoU, the rights and obligations of the Parties defined under any specific arrangement established in accordance with Clause 4(7) and Clause 9 of this MoU shall remain effective, unless agreed otherwise.

**Clause 13**  
**Duration**

This MoU shall be signed on the same date by both Parties. It shall remain in effect for 4 years or until terminated in accordance with Clause 12 above. Its content will be reviewed every 2 years, as appropriate.

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

**For RACMED**

**For FAO, on behalf of GFCM**

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Name: Mr Mourad Kahoul  
Title: RACMED President  
Date: 14 May 2012

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Name: Mr Abdellah Srour  
Title: GFCM Executive Secretary  
Date: 14 May 2012

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN THE**  
**INTERNATIONAL ORGANISATION FOR THE DEVELOPMENT OF FISHERIES IN**  
**EASTERN AND CENTRAL EUROPE (EUROFISH)**  
**AND**  
**THE FOOD AND AGRICULTURE ORGANIZATION OF THE UNITED NATIONS (FAO)**  
**ON BEHALF OF THE**  
**GENERAL FISHERIES COMMISSION FOR THE MEDITERRANEAN (GFCM)**

EUROFISH and the Food and Agriculture Organization of the United Nations (FAO), acting on behalf of the General Fisheries Commission for the Mediterranean (GFCM), hereafter referred to as the “Parties”;

**WHEREAS** EUROFISH was established in 2002 in order to promote, inter alia, the collection and the dissemination of statistics and information relating to trade and markets, fish processing and aquaculture,

**WHEREAS** the GFCM is the Regional Fisheries Management Organization established in 1949 under the provisions of article XIV of the FAO Constitution with the aim of, inter alia, promoting the development, conservation, rational management and best utilization of living marine resources and of favouring the sustainable development of aquaculture and has a mandate over the Mediterranean Sea, the Black Sea and their connecting waters. It serves its Members through four subsidiary bodies and thematic working groups which facilitate the implementation of agreed policies and activities, as coordinated by a Secretariat,

**WHEREAS** the Parties have common goals and objectives with regard to statistics and information relating to Mediterranean and Black Sea fisheries, as well as to aquaculture activities carried out in the region, 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 establish a broader cooperation aimed at harmonizing their activities, avoiding duplications and promoting synergies through the following Memorandum of Understanding (hereafter referred to as “MoU”),

**EUROFISH AND THE GFCM HAVE AGREED TO COOPERATE UNDER THIS MoU AS FOLLOWS:**

**Clause 1**

**Interpretation**

This MoU supersedes all prior communications and representations between the Parties, whether oral or written, concerning the subject matter thereof.

**Clause 2**

**Purpose**

Having regard to the respective mandates of the Parties, the purpose of this MoU is to provide a framework of cooperation and understanding and to facilitate collaboration between the Parties to further implement their shared goals and objectives with regard to statistics and information relating to Mediterranean and Black Sea fisheries, as well as to aquaculture activities carried out in the region.

**Clause 3**

**Areas and scope of cooperation**

1. Areas of cooperation are agreed jointly in accordance with the clauses of this MoU to enable the Parties to respond to newly emerging issues in the realm of the conservation of marine biodiversity.
2. The Parties have agreed on the following areas of cooperation for this MoU:
  - 1) Cooperation in the collection of statistics and data relating to Mediterranean and Black Sea fisheries as well as to aquaculture activities carried out in the region;
  - 2) Dissemination of information relating to Mediterranean and Black Sea fisheries as well as to aquaculture activities carried out in the region;
  - 3) Collaboration, as appropriate, in the publication of relevant material (e.g. documents, magazines, newsletters) with reference to Mediterranean and Black Sea fisheries as well as to aquaculture activities carried out in the region;
  - 4) Joint research in view of raising awareness as to the importance that fisheries and aquaculture have in the Mediterranean and the Black Sea.
3. The details about the activities to be developed within the remit of areas of cooperation set in Clause 3(2) above, include, but are not limited to:
  - 1) Examining, discussing and identifying those issues that would deserve dissemination to the general public;
  - 2) Promoting synergies and exploiting interactions in the collection of statistics and data relating to Mediterranean and Black Sea fisheries as well as to aquaculture activities carried out in the region;
  - 3) Considering launching joint research initiatives and ensure dissemination of any information relating thereto.

Specific activities will be identified and carried out on the basis of a protocol, pursuant to Clause 4(7).

4. The areas of cooperation are relevant within the context of the mandates of the Parties. As appropriate, they will be revised to be in line with those decisions of the governing bodies of the Parties that might have a bearing on their respective mandates.
5. EUROFISH and the GFCM shall work together, to the extent possible, within the remit of their respective mandates, for the implementation of the activities undertaken pursuant to this MoU.
6. This MoU seeks to further harmonize the activities of the Parties, optimise the use of resources and to avoid duplications. In this context, EUROFISH and the GFCM will inform each other of their respective capacity development and capacity development related initiatives so as to strengthen cooperation through a permanent platform, such as websites of the Parties.

#### **Clause 4**

##### **Organizational arrangements pertaining to cooperation**

1. The Parties shall hold bilateral consultations on matters of common interest, in accordance with an agenda agreed in advance by them, aiming also at the development/review of their joint activities. Relevant international organisations and relevant initiatives/projects may be invited by both Parties to join such consultations that will take place at least once per year, through face-to-face meetings or remote conferences. The following two items should be examined at least once per year in occasion of consultations:
  - c) technical and operational issues related to furthering the objectives of the MoU;
  - d) review progress in the work by the Parties in implementing the MoU.
2. Further bilateral meetings at desk-to-desk and at expert level will be encouraged and convened on an *ad hoc* basis, as deemed necessary by the Parties to address priority matters regarding the implementation of activities in specific areas, countries and regions.
3. Where the Parties convene a meeting at which policy matters related to this MoU will be discussed, the Parties will, as appropriate, invite each other.
4. EUROFISH and the GFCM will inform their relevant governing bodies on the progress made in implementing this MoU by including this issue in the agenda of each Ordinary Meeting/Annual Session of their respective governing bodies.
5. The Parties will encourage, and where possible promote, contacts, exchange of information and joint activities at national level between their focal points, particularly in those countries where the focal points for the Parties are not the same.
6. Within the remit of areas of cooperation set in Clause 3(2), collaboration between EUROFISH and the GFCM will be carried out, as appropriate, through joint elaboration, fundraising for and implementation of projects on specific issues of common interest.

7. Nothing under this MoU imposes financial obligations upon either Party. If the Parties mutually agree to allocate specific funds to facilitate an activity undertaken pursuant to this MoU, such an agreement will be reflected in writing and signed by both Parties. In particular, for the implementation of joint activities within the framework of this MoU that might involve payment of funds, a specific protocol will be entered into, as appropriate, taking into account those relevant administrative and financial rules and procedures applicable to the Parties.
8. Both EUROFISH and the GFCM shall identify one or more focal points within their internal organizational structure to coordinate cooperation under this MoU. In addition, both Parties shall identify an overall focal point responsible for the implementation and the monitoring of the activities under this MoU.

#### **Clause 5**

##### **Knowledge management**

1. The Parties will undertake, within their global knowledge network and to the extent possible, to facilitate mutual access to relevant information and body of work as well as dissemination between them.
2. The Parties will consider the possibility of joint missions and the hosting of joint training activities and information sessions.

#### **Clause 6**

##### **Status of personnel**

For the purpose of implementation of this MoU, no agents, sub-contractors or employees of one of the Parties shall be considered in any way as agents or staff members of the other Party. Each of the Parties shall not be liable for the acts or omissions of the other Party or its personnel/persons performing services on behalf of it.

#### **Clause 7**

##### **Confidentiality**

Neither of the Parties nor its personnel shall communicate to any other person or entity any confidential information made known to it by the other Party in the course of the implementation of this MoU nor shall it use this information to private or company advantage. This provision shall survive the expiration of termination of this MoU.

#### **Clause 8**

##### **Dispute settlement**

Any dispute between the Parties concerning the interpretation and the execution of this MoU, or any document or arrangement relating thereto, shall be settled by negotiation between the Parties. Any differences that may not be so settled shall be brought to the attention of the Executive Heads of the two Agencies for final resolution.

**Clause 9****Official emblems and logos**

1. Neither Party shall use the name, emblem or logos of the other Party, its subsidiaries, affiliates, and/or authorized agents, or any abbreviation thereof, in publications and documents produced by the Parties, without the express prior written approval of the other Party in each case.
2. In no event will authorization of EUROFISH or the GFCM name or emblem, or any abbreviation thereof, be granted for commercial purposes.

**Clause 10****Intellectual property rights**

Intellectual property rights relating to any project under or activity pursuant to this MoU will be managed in accordance with the rules and policies of each Party. In any case, the Parties shall consult with each other regarding the joint management of these rights so as to ensure their respect.

**Clause 11****Notification and amendments**

1. Each Party shall notify the other in writing, within 3 months of any proposed or actual changes that it deems necessary for this MoU.
2. Upon receipt of such notification, the Parties shall consult each other with a view of reaching an agreement on any actual or proposed change(s) suggested in accordance with Clause 11(1).
3. This MoU may be amended only by mutual agreement of the Parties reflected in writing.

**Clause 12****Termination**

1. This MoU may be terminated by either Party by giving 6 months prior written notice to the other Party.
2. Upon termination of this MoU, the rights and obligations of the Parties defined under any specific arrangement established in accordance with Clause 4(7) and Clause 9 of this MoU shall remain effective, unless agreed otherwise.

**Clause 13****Duration**

This MoU shall be signed on the same date by both Parties. It shall remain in effect for 4 years or until terminated in accordance with Clause 12 above. Its content shall be reviewed every 2 years, as appropriate.

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

**For EUROFISH**

**For FAO, on behalf of GFCM**

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Name: Ms Aina Afanasjeva

Title: EUROFISH Director

Date: 14 May 2012

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Name: Mr Abdellah Srour

Title: GFCM Executive Secretary

Date: 14 May 2012