



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



Trente-sixième session de la Commission

Marrakech (Maroc), 14-19 mai 2012

**CADRE DE LA CGPM POUR LA COOPÉRATION AVEC LES
ORGANISATIONS PARTIES**

—
PROTOCOLES D'ACCORD

GÉNÉRALITÉS

1. L'article VIII de l'Accord portant création de la Commission générale des pêches pour la Méditerranée dispose: « La Commission coopère étroitement avec d'autres organisations sur des questions d'intérêt mutuel. ». À sa trente et unième session, la Commission a envisagé pour la première fois le recours à des instruments tels que des protocoles d'accord pour renforcer la coopération en cours avec certaines organisations parties et institutionnaliser la mise en œuvre de programmes et d'activités conjoints avec ces organisations. La Commission a été informée qu'un certain nombre d'accords généraux de coopération avaient déjà été signés entre la FAO et diverses organisations. À sa trente-deuxième session, la Commission a donc examiné la possibilité de conclure avec certaines organisations des protocoles d'accord qui seraient examinés par le Bureau juridique de la FAO avant de lui être soumis pour examen. À cette même session, la Commission a adopté trois protocoles d'accord la liant respectivement avec l'Union internationale pour la conservation de la nature [UICN]; le Centre international de hautes études agronomiques méditerranéennes [CIHEAM]/ Institut agronomique méditerranéen de Saragosse [IAMZ]; et le Centre d'activité régional pour les aires spécialement protégées du Programme des Nations Unies pour l'environnement [PNUE-CAR-ASP].

2. À la lumière du rapport d'évaluation des performances de la CGPM, il a été décidé de renforcer la collaboration et de promouvoir les synergies avec des organisations ayant des mandats et des intérêts similaires. À l'issue d'un vaste processus de consultations bilatérales, la CGPM et d'autres entités ont reconnu qu'il était dans leur intérêt mutuel de formuler un protocole d'accord. Ces entités étaient les suivantes: le Plan d'action pour la Méditerranée du Programme des Nations Unies pour l'environnement (PNUE), l'Accord sur la conservation des cétacés de la mer Noire, de la Méditerranée et de la zone atlantique adjacente (ACCOBAMS), la Commission de la mer Noire, le réseau MedPAN, le Conseil consultatif régional de la Méditerranée (CCR-MED) et EUROFISH. Durant la période intersessions, le secrétariat de la CGPM et les secrétariats de ces entités ont identifié ensemble des domaines de coopération spécifiques puis ils ont rédigé des projets de protocoles d'accord. Il a également été convenu que chaque organisation s'occuperait de faire approuver par ses

membres le protocole proposé, une fois qu'il serait achevé. En ce qui concerne la CGPM, les projets de protocole ont été transmis au Bureau juridique de la FAO, qui a examiné leurs dispositions et a garanti qu'elles étaient compatibles avec les règles de l'Organisation. Une fois obtenue l'autorisation du Bureau juridique de la FAO, les projets de protocoles d'accord ont été envoyés au Sous-Directeur général concerné pour obtenir une autorisation supplémentaire. Indépendamment des procédures internes qui s'appliquent au sein de la FAO, et qui pourraient avoir des incidences sur les projets de protocole, le présent document soumet les pièces suivantes à l'attention de la Commission:

- Protocole d'accord entre la CGPM et le Plan d'action pour la Méditerranée du PNUE (qui annule et remplace celui conclu entre la CGPM et le PNUE-CAR-ASP);
- Protocole d'accord entre la CGPM et l'ACCOBAMS;
- Protocole d'accord entre la CGPM et la Commission de la mer Noire;
- Protocole d'accord entre la CGPM et le réseau MedPAN;
- Protocole d'accord entre la CGPM et le CCR-MED;
- Protocole d'accord entre la CGPM et EUROFISH.

3. Des discussions sont aussi en cours avec le Conseil international pour l'exploration de la mer (CIEM) et l'Organisation du Traité de l'Atlantique Nord (OTAN). Quoiqu'il n'ait pas été possible d'achever la rédaction d'un projet de protocole d'accord avec ces deux organisations, la Commission est invitée à prendre acte des domaines de coopération identifiés jusqu'à présent, à savoir: i) en ce qui concerne le CIEM, le protocole envisagé portera sur l'évaluation des stocks et les plans de gestion de l'anguille européenne dans le cadre du Groupe de travail conjoint CIEM/CECPAI/CGPM sur l'anguille européenne en Méditerranée, ainsi que sur des programmes de formation et des consultations d'experts axés sur l'évaluation des stocks et la formulation d'avis de gestion; ii) en ce qui concerne l'OTAN, un protocole futur sera centré sur la coopération pour la mise en œuvre et l'utilisation de systèmes de surveillance des navires (SSN) dans la zone de compétence de la CGPM, ainsi que sur l'échange d'informations sur la pêche illicite, non déclarée et non réglementée (pêche INDNR).

4. La Commission est invitée à examiner le texte des six protocoles d'accord qui lui ont été soumis. Les Membres sont encouragés à faire part de leurs éventuels points de vue et observations dès que possible avant la trente-sixième session de la Commission. À défaut, il est entendu que la Commission donnera tacitement pouvoir au Secrétaire-général pour signer, le 14 mai, en son nom les six protocoles d'accord, et entériner leur adoption définitive (du côté de la CGPM) à Marrakech.

5. Des extraits de chaque protocole relatifs aux domaines de coopération sont présentés à l'Annexe A du présent document, et les protocoles sont reproduits dans leur version intégrale à l'Annexe B.

ANNEXE A

EXTRAITS DES PROTOCOLES RELATIFS AUX DOMAINES DE COOPÉRATION**I. Protocoles d'accord entre le Plan d'action pour la Méditerranée du PNUE et la CGPM**

1. Promotion d'approches fondées sur l'écosystème pour la conservation de l'environnement et des écosystèmes marins et l'utilisation durable de leurs ressources vivantes
 - Contribuer à la formulation d'une stratégie régionale fondée sur des indicateurs et des points de référence convenus (écologiques, biologiques, etc.) pour surveiller l'état de l'environnement et des écosystèmes marins, ainsi que celui de leurs ressources marines vivantes.
 - Coopérer à des évaluations de l'état de l'environnement marin, des écosystèmes marins, et de leurs ressources marines vivantes, prenant en considération les répercussions socioéconomiques de l'exploitation halieutique sur l'environnement et les écosystèmes marins ; de la création d'aires marines protégées sur les ressources marines vivantes ; et de l'aquaculture côtière et marine.
 - Collaborer à l'élaboration de stratégies régionales clés pour intégrer la dimension de l'environnement dans le développement social et économique, en particulier pour le secteur des pêches et de l'aquaculture.

2. Atténuation de l'impact des activités halieutiques et aquacoles sur les espèces et les habitats marins
 - Collaborer à l'élaboration d'un projet régional conjoint sur l'évaluation et la réduction des captures accessoires d'espèces menacées d'extinction et de l'impact des engins de pêche sur les habitats marins, y compris pour la mobilisation de ressources extra-budgétaires.
 - Envisager des initiatives visant à élargir le concept d'aménagement de l'espace marin de façon à prendre en compte les activités halieutiques et aquacoles, les activités de protection des habitats marins, et les éventuels conflits entre ces activités et les autres utilisations de la mer (par exemple marine marchande, énergies marines renouvelables, etc.).
 - Échanger des données et des informations sur les habitats marins d'eau profonde afin de parfaire la connaissance de ces habitats, de leur biodiversité et de leurs ressources vivantes, et d'améliorer leur gestion.
 - Collaborer à des initiatives visant à sensibiliser aux principaux impacts de la pêche et de l'aquaculture et à les réduire, notamment à la nécessité de réduire le nombre d'engins de pêche perdus ou abandonnés au fond de la mer, etc.

3. Identification, protection et gestion des zones marines d'importance particulière (points chauds de la biodiversité, zones contenant des habitats sensibles, habitats essentiels pour les poissons, zones importantes pour les pêches et/ou pour la conservation d'espèces menacées d'extinction, zones côtières humides
 - Renforcer la collaboration avec d'autres organisations pertinentes s'il y a lieu, notamment avec des organisations signataires d'autres mémoranda, pour créer une base

de données régionale commune des sites revêtant une importance particulière pour la conservation de la biodiversité et la gestion des pêches.

- En ce qui concerne respectivement les Aires spécialement protégées d'importance méditerranéenne (ASPIM) et les Zones de pêche réglementée situées intégralement ou en partie en haute mer, les Parties coopèrent pour harmoniser les critères d'identification de ces zones, dans les cas où leurs emplacements coïncident, et sélectionner les mécanismes nécessaires à leur établissement.
- Les Parties coopèrent pour promouvoir l'adoption, par chaque Partie, des éventuels systèmes de gestion établis dans les ASPIM et dans les zones de restriction de la pêche, et s'assurer de la compatibilité des mesures avec les objectifs visés et avec les mandats des deux organisations. Les Parties discutent des mesures susceptibles d'avoir une incidence sur les pêches dans les ASPIM en vue d'optimiser les objectifs communs.
- Surveiller l'état des espèces inscrites sur les listes des Annexes 2 et 3 du Protocole relatif aux aires spécialement protégées et à la diversité biologique en méditerranée; faire en sorte que l'exploitation de toutes les espèces inscrites à l'Annexe 3 soit réglementée, conformément aux dispositions du paragraphe 4 de l'Article 12 dudit Protocole.
- Coopérer à des évaluations de l'état des lagunes côtières et d'autres zones humides côtières qui serviront de base pour formuler et diffuser des mesures visant à garantir la gestion durable de ces zones et l'utilisation durable de leurs ressources vivantes.

4. Politique maritime intégrée

- Étudier les répercussions du changement climatique sur l'environnement et les écosystèmes marins et leurs ressources marines vivantes.
- Contribuer à la formulation et à l'adoption, pour le secteur des pêches et de l'aquaculture, de politiques appropriées d'adaptation au changement climatique et d'atténuation de ses effets sur l'environnement, comprenant des activités de renforcement des connaissances et de la communication.
- Améliorer les avis scientifiques sur des sujets d'intérêt commun, tels que les effets négatifs de la pollution de l'environnement et des écosystèmes marins sur les ressources marines vivantes.
- Étudier de nouveaux domaines d'investigation en rapport avec la conservation de l'environnement et des écosystèmes marins et avec l'exploitation durable des ressources marines vivantes, pour promouvoir une approche intégrée des questions intéressant les pêches et l'environnement.
- Collaborer à des initiatives liées à la mise en œuvre et au suivi de l'approche de gestion intégrée des zones côtières (GIZC).

5. Coopération dans les domaines juridique, institutionnel et politique

- Se consulter régulièrement sur les questions d'intérêt commun, pour identifier des synergies.
- Participer, en qualité de membre permanent dans le cas de la CGPM, à la Commission méditerranéenne du développement durable de façon à définir des cadres et des directives pour la gestion des zones côtières.
- Échanger des vues concernant la gouvernance de la Méditerranée, en particulier au sujet des zones situées en dehors des limites de juridiction nationale et prendre part, dans la mesure du possible, aux initiatives en cours visant à améliorer ladite gouvernance.
- Organiser des événements parallèles conjoints, s'il y a lieu et au besoin en association avec d'autres organisations, tout en assistant aux réunions tenues dans d'autres instances internationales, si elles peuvent être utiles pour mieux promouvoir les objectifs de ce protocole d'accord.

- Promouvoir la coopération et les échanges d'information entre les comités d'application établis dans le cadre du Plan d'action pour la Méditerranée du PNUE et de la CGPM, pour traiter les questions d'intérêt commun (rejets en mer, pêche illicite, non règlementée et non déclarée (INDNR), etc.).
- S'impliquer, le cas échéant, dans les projets mis en œuvre par l'autre Partie.
- Être invité aux réunions régionales/sous-régionales et aux réunions des organes subsidiaires présentant un intérêt mutuel organisées respectivement par chaque Partie.
- Coordonner les positions au sein des instances internationales dans lesquelles interviennent les deux Parties.

II. Protocole d'accord entre l'ACCOBAMS et la CGPM

1. Collecte et évaluation d'informations sur la conservation des cétacés pour tirer parti des interactions existantes entre l'ACCOBAMS et la CGPM
 - Promouvoir, dans la limite des mandats respectifs, la mise en place de mesures contribuant à la conservation des cétacés en Méditerranée et en mer Noire.
2. Évaluation des interactions entre l'homme et les cétacés, y compris dans le cadre des pêches et de l'aquaculture
 - Coopérer à des évaluations des interactions entre l'homme et les cétacés, notamment en lançant des initiatives conjointes pour sensibiliser à la nécessité d'atténuer les effets négatifs de ces interactions.
3. Atténuation des effets des interactions entre l'homme et les cétacés, notamment dans le cadre des pêches et de l'aquaculture, pour mieux préserver les habitats et améliorer la gestion des ressources naturelles
 - Élargir le concept de l'aménagement de l'espace marin de façon à prendre en compte les activités halieutiques et aquacoles et toutes les autres activités de conservation des cétacés, et à éviter d'éventuels conflits entre ces activités et d'autres utilisations de la mer (par exemple tourisme, énergies marines renouvelables, etc.).
4. Recherche, suivi, collecte et diffusion de l'information
 - Améliorer les avis scientifiques sur des sujets d'intérêt commun, notamment par des initiatives de recherche conjointes, et garantir la diffusion de toutes les informations en découlant.
5. Mise en place d'activités de renforcement des capacités (par exemple programmes de formation, diffusion d'informations pertinentes, campagnes de sensibilisation, etc.)
 - Collaborer à l'élaboration de projets conjoints pour la mise en œuvre d'activités d'intérêt commun en rapport avec ce protocole d'accord (y compris pour la mobilisation de fonds externes).

III. Protocole d'accord entre la Commission de la mer Noire et la CGPM

1. Promotion d'approches fondées sur l'écosystème pour la conservation de l'environnement et des écosystèmes marins et l'utilisation durable de leurs ressources vivantes
 - Contribuer à la formulation d'une stratégie régionale fondée sur des indicateurs et des points de référence convenus (écologiques, biologiques, etc.) pour surveiller l'état de l'environnement et des écosystèmes marins et celui de leurs ressources marines vivantes.
 - Coopérer à des évaluations de l'état de l'environnement marin, des écosystèmes marins, et de leurs ressources marines vivantes, prenant en considération les répercussions socioéconomiques de l'exploitation halieutique sur l'environnement et les écosystèmes marins; de la création d'aires marines protégées sur les ressources marines vivantes ; et de l'aquaculture côtière et marine.
 - Coopérer également pour promouvoir, dans la limite des mandats respectifs, des mesures contribuant à protéger et à préserver l'environnement marin de la mer Noire et ses ressources marines vivantes.
 - Collaborer à l'élaboration de stratégies régionales clés pour intégrer la dimension de l'environnement dans le développement social et économique, en particulier pour le secteur des pêches et de l'aquaculture.
2. Atténuation de l'impact des activités halieutiques et aquacoles sur les espèces et les habitats marins
 - Collaborer à l'élaboration d'un projet régional conjoint sur l'évaluation et la réduction des captures accessoires d'espèces menacées d'extinction et de l'impact des engins de pêche sur les habitats marins (y compris pour la mobilisation de fonds extra-budgétaires).
 - Étudier des initiatives pour élargir le concept d'aménagement de l'espace marin de façon à prendre en compte les activités halieutiques et aquacoles, les activités visant à préserver les habitats marins, et les éventuels conflits entre ces activités et les autres utilisations de la mer (par exemple marine marchande, énergies marines renouvelables, etc.).
 - Étudier également des stratégies pour protéger l'environnement marin de la mer Noire contre toutes les sources de pollution afin de mieux préserver ses ressources marines vivantes.
3. Identification, protection et gestion des zones marines d'importance particulière (points chauds de la biodiversité, zones contenant des habitats sensibles, habitats essentiels pour les poissons, zones importantes pour les pêches et/ou pour la conservation des espèces menacées d'extinction, zones côtières humides
 - Renforcer la collaboration avec d'autres organisations pertinentes s'il y a lieu, notamment avec des organisations signataires d'autres protocoles d'accord, pour créer une base de données régionale commune des sites d'importance particulière pour la conservation de la biodiversité et la gestion des pêches.
 - Surveiller l'état des ressources marines vivantes et collaborer, le cas échéant, à l'élaboration de plans pour la prévention, la réduction, et la maîtrise de toutes les sources de pollution susceptibles d'avoir un impact négatif sur ces ressources.

- Coopérer à des évaluations de l'état des lagunes côtières et d'autres zones humides côtières qui serviront de base pour formuler et diffuser des mesures de gestion durable de ces zones et d'utilisation durable de leurs ressources vivantes.

4. Politique maritime intégrée

- Étudier les répercussions du changement climatique sur l'environnement et les écosystèmes marins et leurs ressources marines vivantes.
- Contribuer à la formulation et à l'adoption, pour le secteur des pêches et de l'aquaculture, de politiques appropriées d'adaptation au changement climatique et d'atténuation de ses effets sur l'environnement, comprenant des activités de renforcement des connaissances et de la communication.
- Améliorer les avis scientifiques sur des sujets d'intérêt commun, tels que les effets négatifs de la pollution de l'environnement et des écosystèmes marins sur les ressources marines vivantes.
- Étudier de nouveaux domaines d'investigation en rapport avec la conservation de l'environnement et des écosystèmes marins et avec l'exploitation durable des ressources marines vivantes, pour promouvoir une approche intégrée des questions intéressant les pêches et l'environnement.
- Collaborer à des initiatives liées à la mise en œuvre et au suivi de l'approche de gestion intégrée des zones côtières (GIZC).

5. Coopération dans les domaines juridique, institutionnel et politique

- Se consulter régulièrement sur les questions d'intérêt commun, pour identifier des synergies.
- Échanger des vues concernant la gouvernance de la mer Noire et prendre part, dans la mesure du possible, aux initiatives en cours visant à améliorer ladite gouvernance.
- Organiser des événements parallèles conjoints, s'il y a lieu et au besoin en association avec d'autres organisations, tout en assistant aux réunions tenues dans d'autres instances internationales, si elles peuvent être utiles pour mieux promouvoir les objectifs de ce protocole d'accord.
- Promouvoir la coopération et l'échange d'informations pour traiter les questions d'intérêt commun (rejets en mer, pratiques de pêche destructrices, etc.).
- S'impliquer, le cas échéant, dans les projets mis en œuvre par l'autre Partie.
- Être invité aux réunions régionales/sous-régionales et aux réunions des organes subsidiaires présentant un intérêt mutuel organisées respectivement par chaque Partie.
- Coordonner les positions au sein des instances internationales dans lesquelles interviennent les deux 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. Protocole d'accord entre le Réseau MedPAN et la CGPM

L'élaboration de la stratégie générale et scientifique du Réseau MedPAN et, en particulier:

- Création de la base de données des aires marines protégées en Méditerranée.
- Rédaction d'un rapport visant à évaluer l'état du Réseau d'aires marines protégées (AMP) en Méditerranée.
- Contribution, le cas échéant, à l'organisation du Forum de 2012 sur les aires marines protégées, qui aura lieu en Turquie.

La CGPM, s'engage par le présent mémorandum d'entente à:

- Prendre part, dans la mesure de ses possibilités, aux réunions du comité directeur organisées par le réseau MedPAN.
- Prendre une part active à la stratégie générale et scientifique du réseau MedPAN concernant les domaines d'activité présentant un intérêt pour la CGPM.
- Prendre une part active à la création de la base de données sur les AMP en communiquant les informations disponibles au Secrétariat de la CGPM, sur les réserves ou les zones de pêche, et sur les périodes de fermeture ou de restriction de la pêche dans les États Membres.

Dans un esprit de totale réciprocité, le réseau MedPAN s'engage par le présent mémorandum d'entente à:

- Tenir la CGPM régulièrement et pleinement informée de l'avancement de la base de données des AMP, du statut des AMP et de l'avancement du Forum sur les AMP.
- Veiller à ce que les principales décisions prises durant les sessions du Comité directeur soient prises en compte.
- Se concerter, s'il y a lieu avec la CGPM avant de prendre les principales décisions liées au projet, en particulier celles liées aux pêches, et fournir à la CGPM tous les éléments nécessaires suffisamment à l'avance pour qu'elle puisse donner son opinion sur toutes ces décisions.
- Tenir compte des intérêts de la CGPM dans les performances du projet, dans la mesure où ces intérêts sont conformes à ceux de l'autre Partie.
- Impliquer la CGPM dans l'élaboration de la stratégie générale et scientifique et dans la mise en œuvre des activités.
- Participer aux réunions de la CGPM et de son Comité scientifique consultatif.

VI. Protocole d'accord entre le CCR-MED et la CGPM

1. Échange d'informations pertinentes concernant les pêches et l'aquaculture pour faire connaître les points de vue et les opinions des parties prenantes et garantir la prise de décisions « éclairées » en mer Méditerranée
 - Promouvoir et renforcer des mécanismes garantissant la collecte d'informations pertinentes sur les pêches et l'aquaculture pour la mise en place d'un cadre plus complet, compte tenu de la nécessité de renforcer les liens entre les parties prenantes et d'améliorer les avis scientifiques conduisant à l'adoption de mesures de conservation et de gestion en mer Méditerranée.
2. Identification de domaines d'intérêt commun en vue de l'élaboration éventuelle d'activités conjointes
 - Création, notamment par Internet et par d'autres moyens et outils électroniques disponibles, d'un forum conjoint qui renforce les synergies existantes et permette de cibler des tâches communes liées à des priorités communes.
3. Participation mutuelle aux activités respectives, s'il y a lieu
 - Donner plus d'importance à chaque Partie dans les activités de l'autre, notamment en vue d'une implication plus directe, en liaison avec les priorités et les actions des Membres de la CGPM.
4. Communication réciproque et continue d'éléments et de résultats utiles pour faciliter l'élaboration des politiques
 - Collaborer à la formulation des politiques grâce à un système de communications bilatéral propre à améliorer la circulation d'informations pertinentes.

VII. Protocole d'accord entre EUROFISH et la CGPM

1. Coopération à la collecte de données et de statistiques concernant les pêcheries de la Méditerranée et de la mer Noire ainsi que les activités aquacoles menées dans la région
 - Examiner, discuter et identifier les questions qui mériteraient d'être diffusées au grand public.
2. Diffusion d'informations concernant les pêcheries de la Méditerranée et de la mer Noire ainsi que les activités aquacoles menées dans la région
 - Promouvoir des synergies et tirer parti des interactions lors de la collecte de données et de statistiques concernant les pêcheries de la Méditerranée et de la mer Noire ainsi que les activités aquacoles menées dans la région.
3. Collaboration, le cas échéant, à la publication de matériels pertinents (par exemple documents, magazines, bulletins d'information) concernant les pêcheries de la Méditerranée et de la mer Noire ainsi que les activités aquacoles menées dans la région
 - Envisager de lancer des initiatives de recherche conjointes et garantir la diffusion des informations en résultant.
4. Recherches conjointes pour attirer l'attention sur l'importance des pêches et de l'aquaculture en Méditerranée et en mer Noire.

ANNEXE 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 32nd 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

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

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”),

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

Name: Ms Marie Christine Grillo

Title: ACCOBAMS Executive Secretary

Date: 14 May 2012

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

Name: Mr Halil Ibrahim Sur

Title: Executive Director

Date: 14 May 2012

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

Name: Mr Michael M. Sinclair

Title: ICES President

Date: 14 May 2012

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

Name: Ms Purificacio Canals

Title: MedPAN President

Date: 14 May 2012

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”),

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

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

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.
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Clause 8

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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

Name: Ms Aina Afanasjeva

Title: EUROFISH Director

Date: 14 May 2012

Name: Mr Abdellah Srour

Title: GFCM Executive Secretary

Date: 14 May 2012