



**GENERAL FISHERIES COMMISSION FOR
THE MEDITERRANEAN**

**COMMISSION GÉNÉRALE DES PÊCHES
POUR LA MÉDITERRANÉE**



Thirty-eighth session of the Commission

FAO HQ, Rome, Italy, 19–24 May 2014

**GFCM framework for cooperation and arrangements with
party organizations**

BACKGROUND

1. The preamble of the GFCM Constitutive Agreement acknowledges the importance of international cooperation to attain the development and proper utilization of living marine resources in the Mediterranean and the Black Sea. In order to promote such cooperation the Commission has prompted the GFCM Secretariat in several occasions to develop synergies, including (i) by encouraging, recommending, coordinating and undertaking research and development activities through cooperative projects in the areas of fisheries and aquaculture (see Article 3.1(3) of the GFCM Constitutive Agreement – “Functions of the Commission”) and (ii) by closely cooperating with other international organizations in areas of mutual interest (see Article VIII of the GFCM Constitutive Agreement – “Cooperation with international organizations”).

2. At the thirty-sixth session of the Commission (Marrakech, Morocco, May 2012) it was recommended to boost cooperation through the endorsement of the first GFCM Framework Programme (FWP) and through memoranda of understanding (MoU). These actions are entwined since the areas of cooperation with party organizations having entered into a MoU with GFCM are being developed within the broader remit of the FWP. However, because the FWP also encompasses activities which are carried out outside the areas of cooperation foreseen by existing MoU, as reported in documents GFCM:XXXVIII/2014/2, 3, 7, Inf.7 and Inf.17, information is provided herein in connection with (i) progress in the implementation of existing MoU and (ii) possible future MoUs that could be adopted by the Commission.

PROGRESS IN THE IMPLEMENTATION OF EXISTING MoUs

3. At its thirty-first session, the Commission considered for the first time the possibility of making recourse to MoUs as a means to build upon cooperation with selected party organizations and institutionalize the informal practice of implementing joint activities with them. In this respect, the Commission noted that a number of broad agreements on cooperation had been subscribed between the FAO and various party organizations. Accordingly, it endorsed the proposal of entering into MoUs, where necessary. At the thirty-second session of the Commission, following the preparation of relevant documents by the GFCM Secretariat singling out areas of cooperation that had been developed over the years together with IUCN, CIHEAM/IAMZ and UNEP/RAC-SPA, the Commission adopted three MoUs.

4. The GFCM performance review undertaken from 2009 to 2011 approved of the practice of establishing MoUs by the Commission and recommended, among others, to further enhance collaboration, including by developing synergies with party organizations with mandates and objectives similar to those of the GFCM. Acting on this recommendation MoUs were signed at the thirty-sixth session of the Commission with:

- UNEP-MAP (which superseded the MoU between GFCM and RAC/SPA adopted in 2008);
- ACCOBAMS;
- Black Sea Commission;
- ICES;
- MedPAN;
- RAC-MED;
- Eurofish.

5. Since their adoption by the Commission, the GFCM Secretariat has worked together with the Secretariats of the other party organizations to operationalize the above MoUs on the basis of agreed areas of cooperation (see Annex A). At time of writing, the progress in the implementation of existing MoUs can be cursorily described as follows:

- MoU between GFCM and UNEP-MAP: Three bilateral coordination meetings of the respective Secretariats have been convened already (UNEP HQ, Athens, July 2012; GFCM headquarters, Rome, February 2013; UNEP HQ, Athens, December 2013) to launch and undertake common activities. With regards to the relation between SPAMIs/FRAs, a resolution jointly developed by GFCM and UNEP-MAP was adopted at the thirty-seventh session of the Commission (Split, Croatia, May 2013). This resolution prompted the establishment of the GFCM Working Group on MPAs which met for the first time this year (Bar, Montenegro, 28 January 2014; see document GFCM:XXXVIII/2014/Inf.5). GFCM and UNEP-MAP are expected to continue working on MPAs during next intersession. As for the ecosystem approach process currently ongoing within UNEP-MAP, the GFCM has provided scientific inputs for the identification of indicators and targets to assess the good environmental status of the Mediterranean Sea for Ecological Objective 3 (commercially exploited fish stocks). While further developments are in order at UNEP-MAP level on this objective, the GFCM presented the same information to the sixteenth session of SAC (St Julian's, Malta, March 2014). SAC decided that further work was needed on this issue. Additional topics discussed between GFCM and UNEP-MAP are marine litter and ghost fishing but no concrete activities have been carried out so far. GFCM has been invited to the consultation process to review the UNEP-MAP Mediterranean Strategy for Sustainable Development. The Secretariats of both party organizations usually participate in the meetings they organize respectively and ensure a continuous communication between them, including by electronic means.
- MoU between GFCM and ACCOBAMS: a project relating to the by-catch mitigations of cetaceans, sea turtles and seabirds sponsored by the MAVA Foundation is expected to be implemented during the intersession. This project focuses on specific case studies in GFCM subregions of the Mediterranean basin. A similar initiative for the Black Sea is being discussed by GFCM and ACCOBAMS. Although there have been no bilateral coordination meetings thus far, the Secretariats of the two party organizations usually participate in the respective meetings they organize and communication between them, including by electronic means, is continuous.
- MoU between GFCM and Black Sea Commission: a joint workshop on IUU fishing for the Black Sea was organized by the GFCM and the BSC in February 2013 at the BSC HQ. This meeting finalized a roadmap to fight IUU fishing in the Black Sea which was endorsed by the Commission at its thirty-seventh session. The implementation of the roadmap is currently ongoing and selected activities are expected to be carried out during the intersession to that

end. With regards to scientific and technical issues, the BSC has been involved by the GFCM in connection with the work of its ad hoc Working Group on the Black Sea, where proposals to coordinate actions between GFCM and BSC were presented. Similarly, the BSC has sought the input of GFCM in reviewing the status of the ecosystems and resources in the basin. However, the implementation of the MoU has been hampered by the lack of resources which has also undermined coordination between the two Secretariats. In any case communication, including by electronic means, is continuous and the willingness to find the resources to further develop the MoU its mutual.

- MoU between GFCM and ICES: the organization of a workshop on European Eel has been already scheduled and should tentatively take place in November 2014 (TBC). EIFAAC should also take part in this joint event. As ICES and the GFCM are both concerned by the EU Marine Strategy Directive Framework, in particular by Descriptor 3 (commercially exploited fish stocks), GFCM was invited to participate in a workshop organized by ICES in April 2014 with a view to harmonizing the work being done, both at the level of national administrations in charge of fisheries and administrations in charge of environment, in view of setting good environmental status and targets. The GFCM is expected to continue providing its inputs in connection with the Mediterranean and the Black Sea. Although there have been no bilateral coordination meetings thus far, there is a continuous communication between the two Secretariats, including by electronic means.
- MoU between GFCM and MedPAN: a bilateral meeting was held in Barcelona in July 2012 between both Secretariats to plan for the co-organization of a regional forum on MPAs. Accordingly, GFCM contributed to the organization of the “MedPAN 2012 Forum of Marine Protected Areas” (Antalya, Turkey, November 2012). As this meeting produced a roadmap concerning Mediterranean MPAs, the GFCM has recognized the relevance of the work by MedPAN in occasion of its Working Group on MPAs. The two party organizations remain committed to tackle issues relating to the establishment and the management and inventory of all types of MPAs including national and international fisheries restricted areas. Another issue of common concern is that of small-scale fisheries. MedPAN was among the co-organizers of the First Regional Symposium on Sustainable Small-Scale Fisheries convened by the GFCM (St Julian’s, Malta, November 2013) and they are expected to be directly involved in the development of the proposed regional programme on small-scale fisheries (see document GFCM:XXXVIII/2014/Inf.17). The Secretariats both party organizations usually participate in the meetings they organize respectively and ensure continuous communication between them, including by electronic means.
- MoU between GFCM and RAC-MED: an important focus of cooperation is the issue of multiannual management plans. Both GFCM and RAC-MED are working on their possible establishment at the subregional level in order to improve fisheries management. This will remain a priority in the near future and future work is likely to be jointly carried out. Another area of common interest is that of small-scale fisheries. RAC-MED is expected to be involved in view of the proposed regional programme on small-scale fisheries. As for the work of RAC-MED, the GFCM represents a core area of its activities and what the Commission does is examined on ad hoc basis; for example the RACMED Working Group on GFCM related issues (Portoroz Slovenia, 8 May 2014) in which the GFCM presented their activities towards the implementation on multiannual management plans and the outcomes of the SAC. The Secretariats of both party organizations usually participate in the meetings they organize respectively and endure continuous communication between them, including by electronic means. Since both Secretariats are based in Rome, coordination meetings are informally held as appropriate.
- MoU between GFCM and Eurofish: The GFCM participated in the eleventh session of the Governing Council of Eurofish (Copenhagen, Denmark, 23–25 January 2013) and Eurofish attended the eighth session of the GFCM Committee on Aquaculture (Paris, France, March 2013). GFCM and Eurofish are jointly undertaking an online survey of the regional aquaculture farmers’ organizations as follow-up of the MedAquaMarket project. The survey is

implemented within the GFCM Working Group of Marketing on Aquaculture Products and with the support of the SIPAM national focal points, producers' organizations, and other relevant experts cooperating with the GFCM. Eurofish would like to be further involved within the remit of SIPAM and has been involved in the consultations that led to the launching of the multi-stakeholders platform (see document GFCM:XXXVIII/2014/Inf.7). Although there have been no bilateral coordination meetings thus far, continuous communication between both Secretariats, including by electronic means, is ensured.

- MoU between GFCM and CIHEAM/IAMZ: The GFCM was among the lecturers of the master on Ecosystem Approach to Fisheries held in Zaragoza on March 2014 by CIHEAM together with FAO.

POSSIBLE FUTURE MoU THAT COULD BE ADOPTED BY THE COMMISSION

6. During the intersession, discussions have been entertained with several potential partner organizations which share similar goals of that of the GFCM and would be thus interested in entering a MoU. In three cases, these discussions have led to a tangible outcome as the mutual willingness to proceed with the adoption of a MoU emerged. Clearance has been already obtained at FAO level so that the GFCM Executive Secretary can sign the following MoU at the thirty-eighth session:

- MoU between GFCM and IUCN: the Secretariats of both party organizations noted that the MoU already existing among them, as adopted at the thirty-second session of the Commission, would benefit from an update. Also, it would be appropriate to align, in formal terms too, the text of the MoU with IUCN with that of the seven MoUs adopted at the thirty-sixth session of the Commission, given the recent developments in the practice of FAO in the field of cooperation with party organizations. The proposed MoU, if adopted, would supersede the existing one;
- MoU between GFCM and WWF: in light of the ongoing cooperation between GFCM and WWF (WWF was among the co-organizers of the First Regional Symposium on Sustainable Small-Scale Fisheries convened by the GFCM), it is proposed that a framework of cooperation be enshrined within a MoU to detail the relevant areas of cooperation;
- MoU between GFCM and Infosamak: as for the case of WWF, there has been ongoing cooperation between GFCM and Infosamak over the years. Consequently, it is proposed that such cooperation be further elaborated through a MoU.

7. The text of the three proposed MoU is reproduced in Annex B. It should be considered as a draft since, at the moment of writing, a few details (i.e. name of the representatives that will be authorized to sign the MoU on behalf of the party organizations) are still to be provided or confirmed.

8. Cooperation has also been in place in relation to other activities of the GFCM. Although the following forms of cooperation might not lead to the adoption of a MoU, it is worth stressing the importance of ongoing and future dialogue to ensure a proper involvement of GFCM:

- Participation by GFCM in the scientific and advisory committees of international projects on fisheries related issues in the Mediterranean and Black Sea, such as: CREAM, PERSEUS, COCONET, COMFISH, COFASP, MERMAID;
- Participation by GFCM in scientific and/or governance conferences on fisheries in the Mediterranean and Black Sea: Aqualires, Monaco Blue Initiative, International Conference on the Ecosystem Approach to Fisheries in the Mediterranean and Black Sea;
- Participation in the EFARO General Assembly (May 2014).

9. The GFCM has also been involved in outreach and vocational activities in partnership with several universities. Lectures by the GFCM have been held within the master course on "Food Security and Human Development" organized on annual basis by the University of Roma Tre in Rome. Discussions are also ongoing with other universities which have requested to the GFCM an

involvement in their advance programmes and courses, including the possibility for their students to carry out internships at the GFCM.

SUGGESTED ACTIONS BY THE COMMISSION

10. The Commission is invited to (i) review the progress made in the implementation of MoUs already in place and provide advice as to additional activities that could be carried out and (ii) to endorse the three MoU proposed for adoption.

AREAS OF COOPERATION DESCRIBED IN EXISTING MoUs**MEMORANDUM OF UNDERSTANDING BETWEEN UNEP-MAP AND GFCM****1. Promoting ecosystem based approaches for the conservation of the marine environment and ecosystems and the sustainable use of its living resources**

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

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

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

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

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

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

4. Integrated Maritime Policy

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

5. Legal, institutional and policy related cooperation

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

MEMORANDUM OF UNDERSTANDING BETWEEN ACCOBAMS AND GFCM

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

**MEMORANDUM OF UNDERSTANDING BETWEEN BLACK SEA COMMISSION AND
GFCM**

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

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

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

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

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

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

4. Integrated Maritime Policy

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

5. Legal, institutional and policy related cooperation

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

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

MEMORANDUM OF UNDERSTANDING BETWEEN MEDPAN AND GFCM

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

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

GFCM, hereby undertakes to:

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

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

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

MEMORANDUM OF UNDERSTANDING BETWEEN RACMED AND GFCM

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

MEMORANDUM OF UNDERSTANDING BETWEEN EUROFISH AND GFCM

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

PROPOSED MEMORANDA OF UNDERSTANDING**I. DRAFT MEMORANDUM OF UNDERSTANDING BETWEEN WWF AND GFCM****Memorandum of Understanding****between****The World Wide Fund For Nature (WWF)****and****the Food And Agriculture Organization Of The United Nations (FAO) on behalf of the General Fisheries Commission for the Mediterranean (GFCM)**

The World Wide Fund for Nature (WWF) and, the Food and Agriculture Organization of the United Nations (FAO), acting on behalf of the General Fisheries Commission for the Mediterranean (GFCM), hereafter jointly referred to as “the Parties”;

WHEREAS WWF is a global organization acting locally through a network of over 90 offices active in over 100 countries around the world. WWF's mission is to stop the degradation of our planet's natural environment, and build a future in which humans live in harmony with nature. WWF is pursuing conservation of ecosystems and biodiversity and ecosystem based resource management in the Mediterranean through the Mediterranean Marine Initiative, supported by WWF Mediterranean Programme Office (MedPO), covering East Adriatic, North Africa and regional issues, WWF European Policy Office, WWF International and the five WWF National Organizations present in the Mediterranean region (France, Greece, Italy, Spain, Turkey),

WHEREAS the GFCM is a Regional Fisheries Management Organization established in 1949 under Article XIV of the FAO Constitution with the aim *inter alia* at 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 the Secretariat,

WHEREAS the Parties 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 the Parties mutually respect their independence and diversity of approaches including naturally accepting the possibility to hold different views on specific issues,

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

WWF and GFCM have agreed to cooperate under this MoU as follows:

Article 1

Interpretation

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

Article 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.

Article 3

Areas and scope of cooperation

1. Areas of cooperation are agreed jointly in accordance with 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 under this MoU:

- Actions aiming at the improvement of fisheries governance in the Mediterranean,
- Actions related to the implementation of the Ecosystem Approach to Fisheries in the Mediterranean,
- Actions related to expanding the scientific basis for sustainable fisheries management,
- Actions related to progressing towards an Integrated Ocean Management in the Mediterranean,
- Actions aiming at supporting sustainable aquaculture in the Mediterranean.

3. The details about the activities to be developed within the remit of areas of cooperation set forth in Article 3(2) above, include, but are not limited to:

- Developing fisheries co-management/participative schemes. Support to the establishment of a regional network of multi-stakeholder co-management schemes (e.g. “co-management committees”) as a delivery mechanism for sustainable fisheries in the Mediterranean,
- Implementation of the FAO SSF Guidelines. Promotion and support to the implementation of the provisions of the FAO Guidelines for securing sustainable small scale fisheries (SSF Guidelines),
- Support to the establishment of management plans. Stakeholder mobilisation and awareness to support GFCM management plans,
- Promotion of, and support to, stakeholder platforms supporting sustainable fisheries management. Development of capacity building activities; promotion of North-South & East-West exchanges and a level baseline background among regional stakeholders,
- Fight against Illegal Unreported Unregulated (IUU) fishing. Collecting information on IUU fishing in the Mediterranean with a view to contributing to GFCM Committee on Compliance; development of technical proposals to improve Monitoring Compliance and Surveillance (MCS) and seafood traceability,
- Supporting Ecosystem Approach to Fisheries (EAF). Promotion of fisheries-related measures

aimed at the preservation of biodiversity and the ecosystem processes, the protection of vulnerable habitats, the maintenance of ecosystem services and the avoidance of harmful levels of cumulative impacts. Support to measures focused on spatial management of fishing effort, including time/area closures including but not limited to Fisheries Restricted Areas (FRAs), Marine Protected Areas (MPAs) and reserves. Promote rewarding by consumers of sustainable management initiatives through ecolabeling,

- Supporting science. Gathering and contributing data relevant for sustainable fisheries management, including stock assessments. Promoting new data-poor stock assessment approaches suitable to multi-species Mediterranean fisheries,
- Supporting Integrated Ocean management (IOM) and promoting valid IOM tools and governance. Promoting multi-stakeholder dialogue and initiatives addressing several relevant maritime sectors besides fishing. Promote actions placing fisheries management into the wider context of human-induced impacts in the Mediterranean. Introducing an ecosystem based and multisectoral approach to oceans management in the Mediterranean,
- Supporting sustainable aquaculture. Supporting initiatives to promote stakeholder platforms that encourage sustainable aquaculture in the Mediterranean. Contributing initiatives to ensure sustainability of aquaculture activities tailored to the specific characteristics of the Mediterranean,

Specific activities will be identified and carried out on the basis of a protocol pursuant to Article 4(8) of this MoU.

4. The areas of cooperation are relevant within the context of the respective 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. WWF 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, WWF 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.

Article 4

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 a year in occasion of consultations:

- a) technical and operational issues related to furthering the objectives of the present 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. WWF 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, as appropriate.

5. The Parties will encourage, and where possible promote, contacts, exchange of information and joint activities at national level between their focal points. 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 Article 3(2), collaboration between WWF 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 arrangement will be entered into, as appropriate, taking into account the 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 WWF 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.

Article 5

Knowledge management

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.

Article 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.

Article 7

Transparency and Confidentiality

This MoU is based on a general principle of full transparency. Notwithstanding this, confidentiality arrangements on the use of certain information may be agreed between the Parties should exceptional circumstances justifying such action, and always subject to a specific agreement concluded between the Parties.

Article 8 Privileges and Immunities

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

Article 9

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.

Article 10

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 WWF or the GFCM name or emblem, or any abbreviation thereof, be granted for commercial purposes.

Article 11

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.

Article 12

Notification and amendments

1. Each Party shall notify the other in writing 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 Article 12 (1).

3. This MoU may be amended only by mutual agreement of the Parties reflected in writing.

Article 13**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 Article 4(8) and Article 10 of this MoU shall remain effective, unless agreed otherwise.

Article 14**Duration**

1. 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 Article 13 above. Its content will be reviewed every 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 WWF

For FAO, on behalf of the GFCM

Name:

Title:

Date: 19 May 2014

Name: Mr Abdellah Srour

Title: Executive Secretary

Date: 19 May 2014

II. DRAFT MEMORANDUM OF UNDERSTANDING BETWEEN IUCN-MED AND GFCM

Memorandum of Understanding
between
the International Union For Conservation of Nature
Centre For Mediterranean Cooperation
IUCN-Med
and
the Food And Agriculture Organization Of The United Nations (FAO) on behalf of the General Fisheries Commission for the Mediterranean (GFCM)

The International Union for Conservation of Nature – Centre for Mediterranean Cooperation (IUCN-Med), and, the Food and Agriculture Organization of the United Nations (FAO), acting on behalf of the General Fisheries Commission for the Mediterranean (GFCM), hereafter jointly referred to as the Parties

WHEREAS IUCN is an international organisation whose membership includes NGOs, public institutions and States; IUCN was created in 1948 under the patronage of UNESCO. The mission of the IUCN is to influence, encourage and assist societies in achieving both the conservation and sustainable use of natural resources, including fisheries, and sustainable development. IUCN-Mediterranean has the mandate to support the implementation of all the international and regional conventions, agreements and commissions related to nature conservation, concerning in particular for the Mediterranean, the Barcelona Convention and its seven Protocols, the Agreement for the Conservation of Cetaceans of the Black and Mediterranean Seas (ACCOBAMs) and the General Commission for the Fisheries in the Mediterranean (GFCM). All these instruments include the ecosystem approach to the management of human activities that may affect the Mediterranean marine and coastal environment for the promotion of sustainable development,

WHEREAS the GFCM is a Regional Fisheries Management Organization established in 1949 under Article XIV of the FAO Constitution with the aim *inter alia* at 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 the 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 IUCN-Mediterranean and the GFCM has been mainly ensured through the Memorandum of Cooperation of 2008 presented at and endorsed by 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”),

IUCN-Med and the GFCM have agreed to cooperate under this MoU as follows:

Article 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.

Article 2
Scope

1. Areas of cooperation are jointly agreed in accordance with 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:

- Promotion of ecosystem based approaches for the conservation of marine environment and ecosystems and the sustainable use of marine living resources;
- Mitigation of the impact of fisheries and aquaculture activities on the marine habitats and species;
- 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);
- Integrated maritime policy;
- 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 Article 3(8).

4. The areas of cooperation are relevant within the context of the respective 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. IUCN-Med 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, optimize the use of resources and to avoid duplication. In this context, IUCN-Med 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.

Article 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 a year, through face-to-face meetings or remote conferences. The following two items should be examined at least once a year in occasion of such consultations:

- a) technical and operational issues related to furthering the objectives of the present MoU;
- b) review of the progress in the work by the Parties in implementing the present 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. IUCN-Med and the GFCM will inform their respective 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 (the Contracting Parties Meeting for IUCN-Med and the Commission's 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 respective 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 forth in Article 2(2), collaboration between IUCN-Med 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 arrangement will be entered into by the Parties, as appropriate, taking into account the 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 carried out under this MoU.

Article 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. Either Party are not being responsible for any salaries, wages, insurance or other benefits due or payable to the other Party's personnel. Moreover either Party shall be solely responsible for all such salaries, wages, insurance and benefits, including without limitation, any severance or termination payments to its personnel. The Parties shall entertain no claims and have no liability whatsoever in respect thereof.

Article 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 within 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.

Article 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 IUCN-Med or the GFCM name or emblem, or any abbreviation thereof, be granted for commercial purposes.

Article 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.

Article 8 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 Agreement, nor shall it use this information to private or company advantage. This provision shall survive the expiration or termination of this Agreement.

Article 9 Privileges and immunities

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

Article 10

Notification and amendments

1. Each Party shall notify the other in writing 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 Article 10 (1).
3. This MoU may be amended by mutual consent in writing at any time at the request of either Party. Such amendments shall enter into force one month following notifications of consent by both Parties to the requested amendments or on a date otherwise agreed in writing for the amendment to enter into force.

Article 11

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 amended in accordance with the Articles of this MoU.
2. This MoU supersedes all prior memoranda, including the Memorandum of Understanding of 2008 endorsed by the 32nd Session of the GFCM, communications and representations between the Parties, whether oral or written, concerning the subject matter thereof.

Article 12

Termination

1. This MoU may be terminated by either Party by giving 6 months prior written notice to the other Party. In that event, the Parties will agree on measures required for the orderly conclusion of any ongoing activities.
2. Upon termination of this MoU, the rights and obligations of the Parties defined under any other legal instrument executed pursuant to this Agreement shall cease to be effective. The rights and obligations of the Parties defined under any specific arrangement established in accordance with Article 4(8) and Article 6 of this MoU shall remain effective, unless agreed otherwise.

Article 13

Duration

1. 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 Article 12 above. Its content will be reviewed every 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 IUCN-Med

For FAO, on behalf of the GFCM

Name: Mr.
Title:
Date: 19 May 2014

Name: Mr Abdellah Srour
Title: GFCM Executive Secretary
Date: 19 May 2014

Annex 1

ACTIVITIES RELATING TO THE AREAS OF COOPERATION OF THIS MoU

The following topics are considered of interest for both Parties to this MoU, other could be discussed and agreed in the future:

- The Mediterranean regional and national governance (in particular on legal and institutional matters in relation with the marine environment, its conservation and sustainable use)
- The conservation of Mediterranean marine coastal and deep seas species and ecosystems
- The different categories and labels of Mediterranean marine protected or managed areas
- The improvement of scientific knowledge, the development of innovative approaches and the improvement of communication and public awareness on the marine environment

The following fields of activities have been identified:

- Collaborating for the formulation of sustainable development frameworks and guidelines for artisanal fisheries, Marine Protected Areas for fisheries and aquaculture, especially in non-European countries;
- Joining efforts for the improvement of governance of the Mediterranean Sea, in areas under or beyond national jurisdiction (such as internal waters, territorial waters, open sea), using the different types of management options developed by different international instruments such as the FRAs ,the SPAMIs, Biosphere reserves, SSA, Marine protected areas for Fisheries, Fisheries reserve, Ecological Protection Zone or Benthic Protected Areas;
- Reviewing the list of exploited and not exploited marine species (categories A and B *sensu* GFCM), in the terms of the IUCN regional categories and criteria in the Mediterranean Sea with a view to standardizing the GFCM vulnerability categories and evaluating the implications for fisheries management.
- Assessing the status of the Mediterranean marine ecosystems according to the under development IUCN Red List of ecosystems methodology.
- Collaborating in the identification of Key Biodiversity Areas (KBAs, IUCN) and of Biologically and/or Ecologically Sensitive Areas (EBSAs, CBD) in the Mediterranean Sea .
- Working together on the identification and implementation of tools for sustainable development of fisheries and particularly those included in the Code of Conduct for Responsible Fisheries such as the Ecosystem Approach, Marine Protected Areas, in relation with coastal small scale fisheries and aquaculture;
- Strengthening of scientific evidence on issues of common interest, especially in the fisheries resources and biodiversity, and jointly develop as appropriate new fields of investigations, especially in relation to ecosystem services, by-catch and vulnerable marine ecosystem;
- Cooperating to studies allowing to valuate marine resources (in particular species and ecosystems) but also marine activities allowing to develop awareness and concern of all stakeholders
- Developing and reinforcing communication partnerships on subject of common interest and for linking better marine environment and fisheries issues.

- Collaborating in the formulation, development and implementation of national strategies integrating marine conservation and sustainable development, using the most suitable IUCN categories of management or the concept of Fisheries reserves, always taking into account the social and economic development of fisheries and aquaculture.
- Enhancing the collaboration with other relevant organizations as appropriate, for the sustainable use and management of marine resources (including in coastal wetlands)
- Evaluating the impacts of global and in particular climate change on the marine environment and ecosystems and their marine living resources, with a special attention to marine alien invasive species, and proposing mitigation measures;
- Providing advice to countries on the policy, legal or institutional level on marine conservation and sustainable use, in relation with fisheries, aquaculture and marine conservation areas.

III. DRAFT MEMORANDUM OF UNDERSTANDING BETWEEN INFOSAMAK AND GFCM

Memorandum of Understanding
between
the Centre for Marketing Information and Advisory Services for Fishery Products in the Arab Region
INFOSAMAK
and
the Food And Agriculture Organization Of The United Nations (FAO) on behalf of the General Fisheries Commission for the Mediterranean (GFCM)

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

WHEREAS the INFOSAMAK was established in 1994 as an integral part of the FISH INFO network set up by the Food and Agriculture Organization of the United Nations (FAO) and benefits from the technical support of this organization. Thus, taking into consideration the cooperation agreement concluded between FAO and INFOSAMAK in 1997 and paragraph 1 of Article XIII of the FAO Constitution, it is reiterated that that “in order to provide for close cooperation between the Organization and other internal organizations with related responsibilities, the Conference may enter into agreements with the competent authorities of such organizations, defining the distribution of responsibilities and methods of cooperation”.

WHEREAS the INFOSAMAK promotes, *inter alia*, the collection and dissemination of statistics and information relating to trade and markets, fish processing and aquaculture, and has a mandate over the Arab region. It serves its Members through providing information on marketing opportunities and supply prospects of fishery products within and outside the Region; advising on product specifications, processing methods and quality standards in accordance with market requirements; assisting in the planning and implementation of national fish market information and research activities in the Region; training staff in governments, institutions and industry, that are Members of INFOSAMAK, in marketing development and strengthen national institutions involved in this field.

WHEREAS the GFCM is a Regional Fisheries Management Organization established in 1949 under Article XIV of the FAO Constitution with the aim *inter alia* at 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 the 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 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”),

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

Article 1

Interpretation

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

Article 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.

Article 3

Areas and scope of cooperation

1. Areas of cooperation are jointly agreed in accordance with this MoU to enable the Parties to respond to newly emerging issues in the realm of the conservation of marine biodiversity, and to work closely together for the promotion of sustainable fishing and aquaculture complying with FAO Code of Conduct for Responsible Fisheries.
2. The Parties have agreed on the following areas of cooperation for this MoU:
 - Contribution and promotion of the aquaculture sector in the countries of the mediterranean region.
 - Enhancing small scale fisheries, by: reinforcing awareness on sustainable management, improving their competitiveness and increasing their contribution in the local and regional economy,
 - Reinforcement and development of the statistical information system in the sector of fishing and aquaculture.
 - Joint organization of seminars, workshops and forums in relation to the sector of fisheries and aquaculture in the region.
 - Contribution to the reinforcement of the cooperation and exchange of experiences between the countries of the two shores of the Meditteranean sea.
 - Fighting by different means against Illegal, Unreported and Unregulated Fishing (IUU).
3. The details about the activities to be developed within the remit of areas of cooperation set forth in Article 3(2) above, include, but are not limited to:
 - Seeking funding and financial resources for launching joint projects for the fishing and aquaculture sector in the Mediteranean countries,
 - Conducting studies on issues of joint interest for the countries of the region, to provide timely information based on the adequate scientific information.
 - Conducting statistical surveys for the developement of information on the sector of fishing and aquaculture for countries within the two organizations,
 - Contribution to the promotion of scientific research and exchange of experience between

research centers in Mediterranean aquaculture and fisheries for the benefit of the countries of the region, for the development of strategies and plans.

- Creation of a joint database and information networks to collect, share and disseminate data related to fisheries in the Mediterranean sea.
- Contribution and focus of the mediatic means of INFOSAMAK centre (magazine, newsletter, website) on the announcements and promotion activities of the GFCM.

Specific activities will be identified and carried out on the basis of a arrangement pursuant to Article 4(8).

4. The areas of cooperation are relevant within the context of the respective 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. INFOSAMAK 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, INFOSAMAK 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.

Article 4

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 a year, through face-to-face meetings or remote conferences. The following two items should be examined at least once a year in occasion of such consultations:
 - a) technical and operational issues related to furthering the objectives of the present MoU;
 - b) review of the progress in the work by the Parties in implementing this 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. INFOSAMAK and the GFCM will inform their respective 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, as appropriate.
5. The Parties will encourage, and where possible promote, contacts, exchange of information and joint activities at national level between their respective focal points. 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 forth in Article 3(2), collaboration between INFOSAMAK 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 arrangement will be entered into by the Parties, as appropriate, taking into account the 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 INFOSAMAK and the GFCM will identify, as appropriate, focal points within their internal organizational structure to coordinate the cooperation under this MoU. In addition, both Parties shall identify an overall focal point responsible for the implementation and the monitoring of the activities carried out under this MoU.

Article 5

Knowledge management

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.

Article 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.

Article 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.

Article 8

Privileges and Immunities

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

Article 9

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 within 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.

Article 10

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 INFOSAMAK or the GFCM name or emblem, or any abbreviation thereof, be granted for commercial purposes.

Article 11

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 to this MoU.

Article 12

Notification and amendments

1. Each Party shall notify the other in writing 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 Article 12 (1).
3. This MoU may be amended by mutual consent in writing at any time at the request of either Party. Such amendments shall enter into force one month following notifications of consent by both Parties to the requested amendments or on a date otherwise agreed in writing for the amendment to enter into force.

Article 13

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

other legal instrument executed pursuant to this Agreement shall cease to be effective. The rights and obligations of the Parties defined under any specific arrangement established in accordance with Article 4(8) and Article 11 of this MoU shall remain effective, unless agreed otherwise.

Article 14

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 Article 13 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 INFOSAMAK

For FAO, on behalf of the GFCM

Name: Mr

Title:

Date: 19/05/2014

Name: Mr Abdellah Srour

Title: Executive Secretary

Date: 19/05/2014