

ORIGINAL: English

**DRAFT MEMORANDUM OF UNDERSTANDING BETWEEN THE INTERNATIONAL COMMISSION FOR
THE CONSERVATION OF ATLANTIC TUNAS (ICCAT) AND THE FOOD AND AGRICULTURE
ORGANIZATION OF THE UNITED NATIONS (FAO) ON BEHALF OF THE WESTERN CENTRAL
ATLANTIC FISHERY COMMISSION (WECAFC)**

The International Commission for the Conservation of Atlantic Tunas (ICCAT) and the Food and Agriculture Organization of the United Nations (FAO), acting on behalf of the Western Central Atlantic Fishery Commission (WECAFC). Both of the above-mentioned are hereinafter collectively referred to as "Participants" or individually as "Participant";

WHEREAS ICCAT is a regional fisheries management organization established pursuant to the International Convention for the Conservation of Atlantic Tunas (Convention), which entered into force in 1969, the objective of which is to co-operate in maintaining the populations of tuna and tuna-like fishes found in the Atlantic Ocean and adjacent seas at levels which will permit the maximum sustainable catch for food and other purposes;

WHEREAS WECAFC is a Regional Fisheries Body established in 1973 by Resolution 4/61 of the FAO Council under Article VI (1) of the FAO Constitution, with its statutes later amended by the FAO Council at its Seventy-fourth Session in December 1978 and by the Hundred and Thirty-first Session of the FAO Council in November 2006, pursuant of an aim, *inter alia*, to promote the effective conservation, management and development of the living marine resources of the area of competence of its Commission, in accordance with the FAO Code of Conduct for Responsible Fisheries, and to address common problems of fisheries management and development faced by members of its Commission;

WHEREAS the Participants share common goals with regard to the sustainable use of marine living resources and the fight against illegal, unreported and unregulated (IUU) fishing and wish to collaborate to further these common goals within their respective mandates and governing rules and regulations;

CONVINCED of the importance of countering existing threats to marine biodiversity and marine living resources with a view to promote sustainable development and blue growth;

AWARE of the need to strengthen collaboration and coordinated efforts, improve synergies and avoid duplications in the context of the development of projects and programs focusing on main regional priorities in order to foster improved governance and promote commonalities;

WHEREAS the Participants intend to establish this Memorandum of Understanding (hereafter referred to as "MoU") with the aim to establish a broader cooperation aimed at harmonizing their activities and to facilitate common approaches to their objectives,

NOW THEREFORE THE PARTICIPANTS INTEND TO COOPERATE UNDER THIS MoU AS FOLLOWS:

[...]

1. Purpose

Having regard to the respective mandates of the Participants, this MoU intends to provide a framework of cooperation and understanding and to facilitate collaboration between the Participants to further their shared goals in relation to the conservation and sustainable use of marine living resources and the fight against IUU fishing in their respective fields of competence.

2. Areas and scope of cooperation

1. In order to respond to emerging issues in the realm of the conservation of marine biodiversity and sustainability of fisheries resources, the Participants have decided on the following areas of cooperation under this MoU:

- 1) Development of a joint ICCAT/WECAFC Working Group addressing issues related to Large Pelagic Fishes in the Western Central Atlantic, to foster exchange of relevant information and improved data collection, including on the interactions and relative impacts of various fisheries with and upon populations of tuna and tuna-like fishes and elasmobranchs that are oceanic, pelagic, and highly migratory, and other species which may be of relevance to both organisations;
 - 2) Improve data collection and access for use in informing stock status determination and fisheries management;
 - 3) Enhanced communication and active participation at the level of the respective scientific and technical bodies in relation to monitoring, control and surveillance related issues and exchange relevant information on IUU fishing activities carried out in their respective Convention areas;
 - 4) Mutual participation in the respective activities of both Participants, as appropriate, and continuous dialogue in view of the potential development of joint activities, including research and capacity building projects;
 - 5) Coordinating engagement on the role of regional fisheries management organizations in relevant international fora (e.g. ABNJ process, CBD SOI dialogue etc.).
2. The areas of cooperation are relevant to the respective mandates of the Participants. As appropriate, they may be revised, based on, and consistent with, decisions of the respective governing bodies of the Participants.
 3. The ICCAT and the WECAFC intend to work together, to the extent possible, within the remit of their respective mandates, to implement the activities identified pursuant to this MoU. Specific activities may be identified and carried out consistent with paragraph 3(7) of this MoU, as appropriate. The Participants intend to meet for coordination and review of the joint activities to be developed as described therein, as deemed necessary, and may decide, on such occasions, to prepare a joint workplan, subject to approval by the Participants.
 4. This MoU intends to further harmonize activities of the Participants, optimize the use of resources and to avoid duplications of efforts. In this context, the ICCAT and the WECAFC intend to inform each other of their respective capacity development and related initiatives to strengthen cooperation.
- 3. Organizational arrangements pertaining to the cooperation**
1. The Participants may hold bilateral consultations on matters of mutual interest, in accordance with an agenda determined in advance by them, aiming also at the development or review of their joint activities. Subject to the applicable internal rules and procedures of each Participant and to prior consultation among the Participants, relevant international organizations and relevant initiatives or projects may be invited by both Participants to join such consultations. The following two items may be examined on occasion of consultations:
 - a) technical and operational issues related to furthering the objectives of this MoU;
 - b) review of progress in the work by the Participants in implementing this MoU.
 2. Further bilateral meetings at desk-to-desk and expert levels may be convened on an *ad hoc* basis, as deemed necessary by the Participants to address priority matters regarding the implementation of activities in specific areas, countries and regions.
 3. Where the Participants convene a meeting at which management and conservation policy matters related to this MoU are intended to be discussed, the Participants intend, as appropriate, to invite each other and to mutually participate.
 4. The Participants should encourage, and where possible promote, contacts, exchange of information and joint activities at the national level between their respective focal points. The Participants may subsequently develop these contacts, exchange of information and joint activities while ensuring the confidentiality of the information and documents exchanged.

5. Within the remit of areas of cooperation set in paragraph 2(2), collaboration between the Participants may be carried out, as appropriate, through joint development, fundraising for and implementation of projects on specific issues of common interest.
6. Neither Participant intends to engage in fundraising 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.
7. Nothing under this MoU imposes financial obligations upon either Participant. If the Participants mutually decide to allocate specific funds to facilitate an activity conducted pursuant to this MoU, the Participants may reach an understanding in writing to be signed by them. In particular, for the implementation of joint activities within the framework of this MoU that might involve payment of funds, a specific separate written arrangement may be established as appropriate, taking into account the relevant administrative and financial rules and procedures applicable to each Participant.
8. The Participants intend, within their global knowledge network and to the extent possible, to facilitate mutual access to relevant information and work as well as dissemination between the Participants. The Participants intend to consider the possibility of joint missions and the hosting of joint training activities, events and information sessions.
9. The Participants intend to identify, as appropriate, focal points within their internal organizational structure to coordinate cooperation, ensure implementation and monitoring of the activities under this MoU.

4. Status of personnel

For the purpose of implementation of this MoU, no agents, sub-contractors or employees of one of the Participants are intended to be considered in any way as agents, sub-contractors or employees of the other Participant. Neither Participant is intended to be liable for the acts or omissions of the other Participant or its agents, sub-contractors, employees or any persons performing services on behalf of it.

5. Transparency and confidentiality

Notwithstanding the foregoing, neither Participant nor its personnel intend to communicate to any other person or entity any confidential information made known to it by the other Participant in the course of the implementation of this MoU, nor use such information for private or company advantage.

[...]
[...]

6. Dispute settlement

[...]
[...]

The Participants intend to resolve any disputes regarding the interpretation or application of this MoU by consultations and not by referral to any national or international tribunal or third party for settlement.

7. Official emblems and logos

1. Neither Participant intends to use the name, emblem or logos of the other Participant, its subsidiaries, affiliates, or authorized agents, or any abbreviation thereof, any press release, memo, report or other published disclosure related to this MoU, without the prior written approval of the other Participant, which may be provided electronically.
2. In no event should authorization of the ICCAT or the WECAFC name or emblem, or any abbreviation thereof, be granted for commercial purposes.

8. Intellectual property rights

1. Intellectual property rights, in particular copyright, in material such as information, software and designs, made available by the ICCAT and FAO to be used to carry out activities under this MoU is intended to remain with the originating Participant. Appropriate authorizations for use of such materials by the other Participant may be addressed in arrangements decided by the Participants.
2. Intellectual Property Rights in materials that may be developed under this MoU such as, but not limited to, information, software and designs, may be addressed in the arrangements established in accordance with paragraph 8(1).

9. Notification and modifications

1. Each Participant intends to 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 Participants intend to consult each other with a view of reaching a decision on any actual or proposed change(s) suggested in accordance with paragraph 9 (1).
3. This MoU is intended to be amended only by mutual decision of the Participants reflected in writing.

10. Discontinuation

1. This MoU may be discontinued by either Participant by giving 3 months prior written notice to the other Participant.
2. Upon discontinuation of this MoU, the commitments of the Participants defined under any specific arrangement established in accordance with this MoU is also intended to be discontinued, unless the Participants decide otherwise. The commitments set out in paragraphs 5, 6, 7 and 8 of this MoU are intended to survive the expiration or discontinuation of this MoU.

11. Commencement and duration

1. This MoU takes effect on the date of signature by both Participants. It is intended to remain in effect for a period of four (4) years or until discontinued in accordance with paragraph 10. Its content is intended to be reviewed or renewed whenever considered necessary by the Participants.
2. The Participants take note of the process underway within WECAFC to progress towards the development of a regional fisheries management entity or arrangement within the WECAFC area, consistent with the outcomes of the 17th Session of WECAFC in July 2019. Upon the completion of this process, this MoU should be reviewed and revised by the Participants, as deemed necessary and appropriate.

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

For the ICCAT

For FAO, on behalf of the WECAFC

Name: Camille Jean Pierre Manel
Title: Executive Secretary, ICCAT
Date:

Name: Yvette Diei Ouadi
Title: Executive Secretary, WECAFC
Date: