

**DRAFT MEMORANDUM OF UNDERSTANDING BETWEEN THE  
ICCAT AND FAO ON BEHALF OF THE GFCM**

Circular #3367 dated 24 May 2019

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 General Fisheries Commission for the Mediterranean (GFCM). 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** the GFCM is a Regional Fisheries Management Organization established in 1949 under Article XIV of the FAO Constitution with the aim, *inter alia*, of 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 and the Black Sea.

**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 improve synergies and avoid duplications in the context of the development of projects and programs focusing on main regional priorities in order to foster 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 conservation and sustainable use of marine living resources, the areas of cooperation for the purposes of this MoU may include:
  - a) Revitalization of the joint ICCAT/GFCM Working Group on Stocks of Large Pelagic Fishes in the Mediterranean Sea to foster exchange of relevant information and data collection, including on the interactions between tuna and swordfish and other species which may be of relevance to both organisations;

- b) Exchange of relevant information on IUU fishing activities carried out in their respective Convention areas;
  - c) Enhanced communication at the level of the respective scientific and technical bodies, including the compliance committees;
  - d) Mutual participation in research and capacity building projects;
  - e) 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 that might have a bearing on their respective mandates.
3. The Participants intend to work together, within the remit of their respective mandates, to develop a program of activities identified pursuant to this MoU. The agreed program of activities between the two Participants may be submitted to the respective scientific sub-committees for approval. 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, in such occasions, to prepare a joint work plan, subject to approval by the Participants that would enter into effect upon approval by the Participants of the records of their bilateral consultations (paragraph 3(1)).
4. This MoU intends to further harmonize activities of the Participants, to optimize the use of resources, and to avoid duplication of efforts. In this context, the Participants intend to inform each other of their respective capacity development related initiatives to strengthen cooperation.

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#### 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.
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(1), 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 Participants.
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 under this MoU.

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#### **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.

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#### **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 ICCAT or the GFCM name or emblem, or any abbreviation thereof, be granted for commercial purposes.

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**Intellectual property rights**

1. Intellectual property rights, in particular copyright, in material such as information, software and designs, made available by 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 established in accordance with paragraph 3(7).
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 7(1).

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**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 modified only by mutual consent of the Participants reflected in writing.

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**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 paragraph 3(7) are 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.

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**Commencement and Duration**

This MoU takes effect on the date of signature by both Participants and is intended to remain in effect for a period of four (4) years or until discontinued in accordance with paragraph 10. This MoU may be renewed for successive similar periods by written consent of the Participants, based upon successful past implementation and its content is intended to be reviewed by the Participants every 2 years, as appropriate.

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

**For ICCAT**

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Name: Camille Jean Pierre Manel

Title: Executive Secretary, ICCAT

Date:

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

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Name: Abdellah Srour

Title: Executive Secretary, GFCM

Date: