MEMORANDUM OF UNDERSTANDING

BETWEEN THE

THE NORTH EAST ATLANTIC FISHERIES COMMISSION (NEAFC)

AND

THE FOOD AND AGRICULTURE ORGANIZATION OF THE UNITED NATIONS (FAO)

ON BEHALF OF THE

GENERAL FISHERIES COMMISSION FOR THE MEDITERRANEAN (GFCM)

The North East Atlantic Fisheries Commission (NEAFC) 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 abovementioned are hereinafter collectively referred to as “Parties” or individually as “Party”.

WHEREAS NEAFC is the Regional Fisheries Management Organisation for the North East Atlantic established under the Convention on Future Multilateral Cooperation in the North East Atlantic on Fisheries adopted in 1980, replacing the North-East Atlantic Fisheries Convention of 1959. NEAFC’s objective is to ensure the long-term conservation and optimum utilisation of the fishery resources in the Convention Area, providing sustainable economic, environmental and social benefits. To this end, NEAFC adopts management measures for various fish stocks and control measures to ensure that they are properly implemented. NEAFC also adopts measures to protect other parts of the marine ecosystem from potential negative impacts of fisheries;

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. It serves its Members through four subsidiary bodies and thematic working groups which facilitate the implementation of agreed policies and activities, as coordinated by its Secretariat;

WHEREAS the Parties share common goals with regard to the long term conservation and sustainable use of marine living resources; ensuring biological, social, economic and environmental benefits; 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;

WHEREAS the Parties recognize the aspirations of the 2030 UN Sustainable Development Agenda and, most notably, the importance of Sustainable Development Goal (SDG) 14 “Conserve and sustainably use the ocean, seas and marine resources for sustainable development”, and in particular its indicators 14.4.1 “Fish stocks sustainability”, 14.6.1 “Combat illegal, unreported and unregulated fishing” and 14.C.1 “Implementing international sea law”, and to contribute to attaining such target,

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 Parties intend to conclude this Memorandum of Understanding (hereafter referred to as “MoU”) with the aim to establish a broader cooperation aimed at harmonizing their activities where relevant and to coordinate on particular efforts/federate concerted efforts;
NOW THEREFORE NEAFC 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 in relation to the long term conservation and sustainable use of marine living resources and the fight against IUU fishing in their respective 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 fisheries management and on the conservation of marine biodiversity.

2. The Parties have agreed on the following areas of cooperation under this MoU:
   a) Exchange of relevant information concerning marine living resources and measures in the respective areas of competence;
   b) Technical coordination on relevant monitoring, control and surveillance issues, including sharing experience on the development and implementation Electronic Reporting Systems and UN/FLUX;
   c) Cooperation on implementation of Port States Control/Port States Measures, technical and data exchange;
   d) Exchange of information and experience in implementing measures directed at conservation of biodiversity;
   e) Continuous communication of elements useful to facilitate the elaboration of common positions on the role of regional fisheries management organizations in relevant international fora (e.g. Marine Biological Diversity in Areas Beyond National Jurisdiction (BBNJ) process, Sustainable Ocean Initiative of the Convention on Biological Diversity (CBD SOI) Global dialogue, etc.); and
   f) Exchange of IUU Vessel lists and relevant information on IUU fishing activities carried out in their respective areas of application.

3. The areas of cooperation are relevant to the respective mandates of the Parties. As appropriate, they may be revised based on, and consistent with decisions of the respective governing bodies of the Parties that might have a bearing on their respective mandates.

4. NEAFC and the GFCM will work together, to the extent possible, within the remit of their respective mandates, for the implementation of the activities undertaken pursuant to this MoU. Specific activities will be identified and carried out on the basis of distinct legal arrangements concluded pursuant to Article 4(7) of this MoU, as appropriate. Specific activities in the areas of collaboration will be specified in a separate work plan, which is an integral part of the MoU. The Parties will meet for coordination and review of the joint activities to be developed as described therein, as deemed necessary, and may agree, in such occasions, to modify the work plan based upon their review, such modifications entering into effect upon approval by the Parties of the records of those consultations.
5. This MoU seeks to further harmonize the activities of the Parties, to optimise the use of resources and to avoid duplication of efforts. In this context, NEAFC and the GFCC 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 (or as delegated to the President/Secretariat) will hold bilateral consultations on matters of mutual interest, in accordance with an agenda agreed in advance by them, aiming also at the development and/or review of their joint activities. Subject to the applicable internal rules and procedures of each Party and to prior consultation among the Parties, relevant international organisations and relevant initiatives and/or projects may be invited by both Parties to join such consultations, which will take place at regular intervals as agreed, 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; and
   
   b) Review progress in the work by the Parties in implementing the MoU.

2. Further bilateral meetings at desk-to-desk and expert levels will be encouraged and convened on an ad hoc basis, as deemed necessary by the Parties to address priority matters regarding the implementation of activities in specific areas, countries and regions.

3. Where the Parties convene a meeting at which policy matters related to this MoU will be discussed, the Parties will, as appropriate, invite each other.

4. The Parties will encourage, and where possible promote, contacts, exchange of information and joint activities at the 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 which have this character.

5. Within the remit of areas of cooperation set in Article 3(2), collaboration between NEAFC and the GFCC will be carried out, as appropriate, through joint elaboration, fundraising for and implementation of projects on specific issues of common interest.

6. Neither Party shall 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 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 which 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 each Party.

8. The Parties will undertake, 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 Parties. The Parties will consider the possibility of organizing joint missions and hosting joint training activities, events and information sessions.

9. Both NEAFC and the GFCC will identify, as appropriate, focal points within their internal organizational structure to coordinate cooperation under this MoU. In addition, both Parties will identify an overall focal point responsible for the implementation and the monitoring of the activities under this MoU.
Article 5

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, sub-contractors or employees of the other Party. Neither Party will be liable for the acts or omissions of the other Party or its agents, sub-contractors, employees or any persons performing services on behalf of it.

Article 6

Transparency and confidentiality

Notwithstanding the foregoing, 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/ies in the course of the implementation of this MoU, nor shall it use this information to private or company advantage.

Article 7

Privileges and immunities

1. Nothing in this MoU or in any document or arrangement relating thereto shall be construed as constituting a waiver, express or implied, of any of the privileges or immunities of FAO, nor as extending any privileges or immunities of FAO to NEAFC or its agents, sub-contractors or employees.

2. Nothing in this MoU or in any document or arrangement relating thereto shall be construed as constituting a waiver, express or implied, of any of the privileges or immunities of NEAFC.

Article 8

Dispute settlement

1. Any dispute between any of the Parties arising out of the interpretation or execution of this MoU, or any document or arrangement relating thereto, shall be settled by negotiations and mutual agreement. If the Parties are unable to reach an agreement on any question in the dispute or on a mode of settlement other than arbitration, either Party shall have the right to request arbitration in accordance with the Arbitration Rules of UNCITRAL, as at present in force. The Parties agree to be bound by any arbitration award rendered in accordance with this Article as the final adjudication of any such dispute.

2. The present MoU or any other document, annex or arrangement related thereto, will governed by general principles of law to the exclusion of any national law.

Article 9

Official emblems and logos

1. Neither Party shall use the name, emblem or logos of the other Party, its subsidiaries, affiliates, and/or authorized agents, or any abbreviation thereof, any press release, memo, report or other published disclosure related to this MoU, without the prior written approval of the other Party, which may be provided electronically.

2. In no event will authorization of NEAFC or the GFCM name or emblem, or any abbreviation thereof, be granted for commercial purposes.

Article 10

Intellectual property rights

1. Intellectual property rights, in particular copyright, in material such as information, software and designs, made available by NEAFC and FAO to be used to carry out activities under this MoU shall remain with the originating Party. Appropriate authorizations for use of such materials by the other Party will be addressed in the agreements concluded accordance with Article 4(7) above.
2. All intellectual property rights in materials developed under this MoU, such as information, software and designs, will belong to FAO. NEAFC will enjoy a perpetual, royalty-free, non-exclusive and non-transferable license to use such materials for non-commercial purposes.

**Article 11**

**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 11(1).

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

4. Notwithstanding the foregoing, the work plan to be developed, may be modified through agreement reached at review meetings, as reflected in the records of consultations undertaken.

**Article 12**

**Termination**

1. This MoU may be terminated by either Party by giving six (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(7) will be also terminated, unless agreed otherwise. The rights and obligations set out in Articles 6, 7, 8, 9, and 10 of this MoU shall survive the expiration or termination of this MoU.

**Article 13**

**Entry into force and duration**

This MoU will be signed on the same date by both Parties and enter into force on the date of signature by both parties. It will remain in effect for a period of four (4) years or until terminated in accordance with Article 12 above. Its content may be reviewed every two (2) years, as appropriate. The MoU may be renewed for successive similar periods by written agreement of the Parties, based upon successful past implementation.

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

For NEAFC

[Signature]

Jacques Verborgh
President, NEAFC
Date: 15 Nov 2019

For FAO, on behalf of the GFCM

[Signature]

Abdellah Souri
Executive Secretary, GFCM
Date: 17 Dec 2019