

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE UNITED NATIONS ENVIRONMENT PROGRAMME
AND
THE SARGASSO SEA COMMISSION

WHEREAS the United Nations Environment Programme (hereafter UN Environment) is the leading organization within the United Nations system in the field of environment and has as a major area of focus of its global mandate, the conservation, protection, enhancement and support of nature and natural resources, including biological diversity, worldwide;

WHEREAS UN Environment has the mandate to address the accelerating degradation of the world's oceans and coastal areas through a "shared seas" approach and in that spirit coordinates an extensive regional seas programme, including eighteen regional seas treaty regimes and actions plans, that engage some 150 countries in comprehensive and specific actions to protect along with their neighbouring countries their common marine environment;

WHEREAS the Sargasso Sea Commission (hereinafter referred to as "the Commission") is a legal entity established by the Bermuda Government as agreed by the Signatory Governments pursuant to Paragraph 6 of the intergovernmental Hamilton Declaration on Collaboration for the Conservation of the Sargasso Sea (Hamilton Declaration) on 11 March 2014 with a mandate inter alia to exercise a stewardship role for the Sargasso Sea and keep its health, productivity and resilience under continual review;

WHEREAS UN Environment and the Commission (hereinafter collectively referred to as "Parties") share common objectives with regard to the conservation, protection, enhancement and support of nature and natural resources, among them biological diversity worldwide and wish to collaborate to further these common goals and objectives within their respective mandates and governing rules and regulations;

WHEREAS the Parties have an increased interest in the Sargasso Sea ecosystem, notably on the part of UN Environment, the Sargasso Sea adjacent regional seas governed by the Convention for the Protection and Development of the Marine Environment of the Wider Caribbean Region (Cartagena Convention) and the Convention for Cooperation in the Protection, Management and Development of the Marine and Coastal Environment of the Atlantic Coast of the West, Central and Southern Africa Region, and their respective protocols;

WHEREAS the Parties recall that the Contracting Parties to the Cartagena and Abidjan Conventions regimes have expressed their wish to address Sargasso Sea ecosystem issues, including its scientific, ecological and socio-economic aspects, and also to cooperate with relevant international organizations, especially the Sargasso Sea Commission in that regard;

WHEREAS the Parties recognize the relevance of *Sargassum* and the surrounding ecosystem at the global level, given the migratory species, sea currents and changing temperatures, due inter alia to

climate change;

WHEREAS the Parties also recognize the fundamental role played by coastal and marine resources in supporting maintenance of cultural and biological diversity, ensuring high ecosystem productivity, and providing services and benefits for people and the planet;

WHEREAS the Parties further recognize the need to work together to mitigate degradation, to maintain and enhance ecosystem resilience and to support potentially affected coastal communities;

WHEREAS the Parties intend to conclude this Memorandum of Understanding (hereinafter referred to as "MOU") with the aim of consolidating, developing and detailing their cooperation and effectiveness to achieve the common objectives in the field of environment;

NOW, THEREFORE, UN ENVIRONMENT AND THE COMMISSION HAVE AGREED TO COOPERATE UNDER THIS MEMORANDUM OF UNDERSTANDING AS FOLLOWS:

Article 1 Interpretation

1. References to this MOU shall be construed as including any Annexes, as varied or amended in accordance with the terms of this MOU. Any Annexes shall be subject to the provisions of this MOU, and in case of any inconsistency between an Annex and this MOU, the latter shall prevail.
2. Implementation of any subsequent activities, projects and programmes pursuant to this MOU, including those involving the transfer of funds between the Parties, shall necessitate the execution of appropriate legal instruments between the Parties. The terms of such legal instruments shall be subject to the provisions of this MOU.
3. This MOU represents the complete understanding between the Parties and supersedes all prior MOUs, communications and representations, whether oral or written, concerning the subject matter of this MOU.
4. Any Party's failure to request implementation of a provision of this MOU shall not constitute a waiver of that or any other provision of this MOU.

Article 2 Duration

1. This MOU shall be effective upon the last date of signature of the approving officials and remain in force until March 2021, unless terminated in accordance with Article 16 below.



Article 3
Purpose

1. 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 regard to the protection of marine environment.
2. The objectives of this MOU shall be achieved through:
 - a. Regular dialogue and meetings between UN Environment and the Commission and through sharing of information, reports and respective workplans and strategies.
 - b. Execution of a separate legal instrument between the Parties to define and implement any subsequent activities, projects and programmes pursuant to Article 1.2.

Article 4
Areas of Cooperation

1. Areas of cooperation are agreed jointly through the cooperation mechanism in the MOU. Policies and priorities under this MOU may also be jointly reviewed annually by the Parties pursuant to Article 5 to allow the Parties to respond to newly emerging issues in the realm of environment and sustainable development.
2. The Parties have agreed to the following preliminary and overarching themes for this MOU, which form part of UN Environment's mandate and programme of work and have been approved by UN Environment's Governing Body, and by the Governing Bodies of the Abidjan and Cartagena Conventions regimes, as needed. The item listed below is also a priority of the Commission, in accordance with its mandate. All could be strengthened through the cooperation of the Parties.
 - a. Exchange of information: Parties will exchange scientific and other relevant information concerning ongoing projects undertaken by themselves and other organizations or progress in scientific knowledge, including, among others, large-scale strandings of *Sargassum*, how they affect coastal communities and how the latter may respond to the economic and ecological effects caused;
 - b. Harmonization of work: Parties will provide each other with details of their activities and will strive to ensure harmonization of activities at the regional and global levels in the areas of common interest;
 - c. Strategy development: Parties will work together to devise and develop strategies of action for the areas of common interest;
 - d. Resource mobilization: Parties will work together to mobilize resources to pursue their common goals and finance common activities;
 - e. Stakeholder engagement: Parties will strive to engage all relevant stakeholders in the areas of common interest, including Governments, research institutions and the private

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sector;

- f. Awareness-raising: Parties will endeavor to raise awareness about the Sargasso sea ecosystem, including the organization of joint awareness raising events and the publication of technical and policy material concerning the Sargasso sea ecosystem.

3. The above list is not exhaustive and should not be taken to exclude or replace other forms of cooperation between the Parties on other issues of common interest.

Article 5 Organization of the Cooperation

1. The Parties shall hold regular bilateral meetings on matters of common interest, in accordance with an agenda agreed to in advance by the Parties, for the purpose of developing and monitoring collaborative projects. Such meetings shall take place at least once every year to:
 - a. Discuss technical and operational issues related to furthering the objectives of this MOU; and
 - b. Review progress of work undertaken by the Commission pursuant to a separate legal instrument in the priority areas of cooperation mentioned in Article 4 above.
2. Within the context defined above, further bilateral meetings at desk-to-desk and at expert level shall be encouraged and set up on an ad hoc basis as deemed necessary by UN Environment and the Commission to address matters of common interest for the implementation of activities in specific areas, countries and regions.
3. Notwithstanding paragraphs 1 and 2 of the present article, the Parties will also hold meetings whereby UN Environment will be represented by the Abidjan Convention or the Cartagena Convention secretariats only, depending on the nature of the discussions and the regional relevance. Focal points, as designated in article 6 below, of the Abidjan and Cartagena Conventions and UN Environment headquarters will be copied in all correspondence and exchange of information with a possibility to participate, if they so wish, in meetings and discussions that may be limited to the regional particularities of the Abidjan or Cartagena Conventions related areas.
4. In implementing activities, projects and programmes in the agreed priority areas, the Parties shall execute a separate legal instrument appropriate for the implementation of such initiatives in accordance with Article 1.2 above. In identifying the areas of cooperation under this MOU, due regard shall be given to the Commission's geographic coverage, capacity for implementation and experience in the related field.
5. Where one Party is organizing a meeting with external participation at which policy matters related to the aims of this MOU shall be discussed, it shall, as appropriate, either invite representatives of the other Party to participate in the meeting or update the UN Environment on relevant policy matters discussed at the meeting. Each Party undertakes to share knowledge and information in its area of operations and expertise relevant to the MOU with the other Party.

Article 6
Focal points and communication

1. To facilitate regular and efficient channels of communication, the Parties establish the following primary contact points:

For the Sargasso Sea Commission:

David Freestone (Mr.)
Executive Secretary
Sargasso Sea Commission
1630 Connecticut Avenue NW, Suite 300
Washington, DC 20009
E-mail: dfreestone@sargassoseacommission.org

For UN Environment headquarters, Marine and Coastal Ecosystems Branch:

Lisa Emelia Svensson (Ms.)
Coordinator
Marine and Coastal Ecosystems Branch
Ecosystems Division
UN Environment
UNON Gigiri, New Office Facility Block 2, Level 2, South Wing
P. O. Box 30552 - 00100 Nairobi, Kenya
E-mail: lisa.svensson@unep.org

For UN Environment, Abidjan Convention Secretariat:

Abou Bamba (Mr.)
Coordinator and Secretary to the Abidjan Convention and its Protocols
UN Environment – Abidjan Convention Secretariat
Rue Harris Memel Fotêh, Deux-Plateaux Vallons
01 PO Box 1747, Abidjan, Côte d'Ivoire
E-mail: abidjanconvention@unep.org

For UN Environment, Cartagena Convention secretariat:

Lorna Inniss (Ms.)
Coordinator and Secretary to the Cartagena Convention and its Protocols
UN Environment-Caribbean Environment Programme
14-20 Port Royal Street
Kingston, Jamaica
E-mail: rcu@cep.unep.org

2. The Parties agree that exchange of information and communication among the focal points will be primarily pursued through electronic means.

3. The Parties will immediately inform each other in case of change of any designated focal point.



Article 7
Status of the Parties and their Personnel

1. The Parties acknowledge and agree that the Commission is an entity separate and distinct from the United Nations, including UN Environment. The employees, personnel, representatives, agents, contractors or affiliates of Commission, including the personnel engaged by the Commission for carrying out any of the project activities pursuant to this MOU, shall not be considered in any respect or for any purposes whatsoever as being employees, personnel, representatives, agents, contractors or affiliates of the United Nations, including UN Environment, nor shall any employees, personnel, representatives, agents, contractors or affiliates of UN Environment be considered, in any respect or for any purposes whatsoever, as being employees, personnel, representatives, agents, contractors or affiliates of the Commission.
2. Neither Party shall be entitled to act or make legally binding declarations on behalf of the other Party. Nothing in this MOU shall be deemed to constitute a joint venture, agency, interest grouping or any other kind of formal business grouping or entity between the Parties.

Article 8
Fundraising

1. To the extent permitted by the Parties' respective regulations, rules and policies, and subject to sub-article 2, the Parties may engage in fundraising from the public and private sectors to support the activities, projects and programmes to be developed or carried out pursuant to this MOU.
2. Neither Party shall engage in fundraising with third parties in the name of or on behalf of the other, without the prior express written approval of the other Party in each case.

Article 9
Intellectual Property Rights

1. Nothing in the MOU shall be construed as granting or implying rights to, or interest in, intellectual property of the Parties, except as otherwise provided in Article 9.2.
2. In the event that the Parties foresee that intellectual property that can be protected shall be created in relation to a particular activity, project or programme to be carried out under this MOU, one Party to be agreed on by both shall own the intellectual property, and give the other Party a non-exclusive, non-assignable worldwide license to use the intellectual property or any portion thereof for its official purposes. Intellectual property ownership can alternate between the Parties for different activities, projects or programmes to be carried out under this MOU.

Article 10
Use of Name and Emblem

1. Neither Party shall use the name, emblem or trademarks of the other Party, its subsidiaries and/or affiliates, or any abbreviation thereof, in connection with its business or for public dissemination without the prior expressly written approval of the other Party in each case.

2. The Commission acknowledges that it is familiar with the independent, international and impartial status of UN Environment, and recognizes that their names and emblems may not be associated with any political or sectarian cause or otherwise used in a manner inconsistent with the status of the UN and UN Environment.

3. The Parties agree to recognize and acknowledge this partnership, as appropriate. To this end, the Parties shall consult with each other concerning the manner and form of such recognition and acknowledgement.

Article 11

United Nations Privileges and Immunities

1. Nothing in or relating to this MOU shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs.

Article 12

Confidentiality

1. The handling of information shall be subject to each Party's corporate confidentiality policies.

2. Before disclosing internal documents, or documents that by virtue of their content or the circumstances of their creation or communication must be deemed confidential, of the other Party to third parties, each Party shall obtain the express, written consent of the other Party. However, a Party's disclosure of another Party's internal and/or confidential documents to an entity the disclosing Party controls or with which it is under common control, or to an entity with which it has a confidentiality agreement, shall not be considered a disclosure to a third party, and shall not require prior authorization.

3. For UN Environment, a principal or subsidiary organ of the United Nations established in accordance with the Charter of the United Nations shall be deemed to be a legal entity under common control.

Article 13

Responsibility

1. Each Party will be responsible for dealing with any claims or demands arising out of its actions or omissions, and those of its respective personnel, in relation to this MOU.

Article 14

Dispute Settlement

1. The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of this MOU. Where the Parties wish to seek such an amicable settlement through



conciliation, the conciliation shall take place in accordance with the United Nations Commission on International Trade Law (UNCITRAL) Conciliation Rules then prevailing, or according to such other procedure as may be agreed between the Parties.

2. Any dispute, controversy or claim between the Parties arising out of this MOU which is not settled amicably in accordance with the foregoing sub-article may be referred by either Party to arbitration under the UNCITRAL Arbitration Rules then in force. The arbitral tribunal shall have no authority to award punitive damages. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

Article 15
Notification and Amendments


1. Each Party shall promptly notify the other in writing of any anticipated or actual material changes that will affect the execution of this MOU.
2. The Parties may amend this MOU by mutual written agreement, which shall be appended to this MOU and become an integral part of it.

Article 16
Termination

1. Either Party may terminate this MOU by giving three (3) 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 MOU shall cease to be effective, except as otherwise provided in this MOU.
3. Any termination of the MOU shall be without prejudice to (a) the orderly completion of any ongoing collaborative activity and (b) any other rights and obligations of the Parties accrued prior to the date of termination under this MOU or legal instrument executed pursuant to this MOU.
4. The obligations under Articles 9-14 do not lapse upon expiry or termination of from this MOU.

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

For United Nations Environment Programme


Mette Løyche Wilkie
Director
Ecosystems Division

Date: 11.04.2017

Parties' initials: 

For Sargasso Sea Commission


David Freestone
Executive Secretary
Sargasso Sea Commission

Date: 2 May 2017