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Agenda Item 5: Specific Issues

Draft Text of New or Updated MoUs

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Annex 1

UPDATED ANNEX OF THE DRAFT MEMORANDUM OF UNDERSTANDING

BETWEEN

**THE UNITED NATIONS ENVIRONMENT PROGRAMME IN ITS CAPACITY AS
SECRETARIAT OF THE MEDITERRANEAN ACTION PLAN (UNEP/MAP)**

AND

**FOOD AND AGRICULTURE ORGANIZATION (FAO)/GENERAL FISHERIES
COMMISSION FOR THE MEDITERRANEAN (GFCM)**

ACTIVITIES RELATING TO THE AREAS OF COOPERATION OF THIS MoU

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

- Cooperate to ensure the interconnection and complementarity of both the Post-2020 SAP BIO governance tool content and the GFCM 2030 Strategy, particularly regarding the interaction between fisheries and marine and biodiversity and ecosystems as bycatch, fishing gears and ocean noise pollution impacts based on the ecosystem approach;
- Cooperate in undertaking assessments of the status of the marine environment, ecosystems and marine living resources including on the impact of their use for fishery and aquaculture purposes including socio economic aspects;
- Contribute to evaluate, the positive impact of the establishment of marine protected areas on marine living resources;
- Contribute to the implementation and further development of the Integrated Monitoring and Assessment Programme (IMAP), based on agreed indicators and reference points (ecological, biological, etc.) to monitor the status of the marine environment and coastal ecosystems and that of marine living natural resources;
- Work together to integrate the respective protocols for incidental bycatch monitoring and data collection on vulnerable species consistent with the methodology to be used by the Contracting Parties to the Barcelona Convention and the GFCM to monitor and collect bycatch data. Furthermore, expand this collaboration to bycatch data reporting by the Contracting Parties by ensuring interlinkages between IMAP and GFCM reporting information systems;
- Collaborate in order to identify, promote and strengthen synergies in spatial-based protection and management measures for marine biodiversity;
- Promote the establishment and sound management of fishery reserves and no-take-zones as effective management tools to restore marine ecosystems, fish biomass and community structure in areas depleted by overfishing and other marine areas;
- 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 in light of respective instruments in place.

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

- Collaborate in the elaboration and implementation, including extra-budgetary fundraising, of joint regional and sub-regional projects on the evaluation and mitigation of by-catch of endangered and non-target species and of the impact of fishing gears on marine habitats;
- Consider initiatives to develop and implement marine spatial planning in a manner that takes into account fisheries and aquaculture activities, activities for the preservation of marine habitats and associated species (including tools such as MPAs and FRAs), and possible conflicts as well as positive interactions between these activities and other uses of the sea (e.g. shipping, marine renewable energies, mining, oil rigs, etc.);
- Exchange data and information on NIS and their impact on biodiversity and living resources, and on deep sea habitats in order to further enhance knowledge of these habitats, their biodiversity and their living resources for better management purposes;
- Collaborate in initiatives that raise awareness and mitigate major impacts such as those related to reduce the amount of ghost fishing gear as marine litter;
- Exchange information on additional species to be included within the Annexes II and III of the SPA/BD Protocol and GFCM decisions and recommendations relative to their vulnerability to bycatch;
- Collaborate, as requested by Contracting Parties, towards the effective implementation of the Mediterranean Strategy on Ships' Ballast Water Management, including its Action Plan and Timetable, and the 2011 Guidelines for the control and management of ships' biofouling to minimize the transfer of invasive aquatic species (Biofouling Guidelines) (resolution

MEPC.207(62)) in the Mediterranean region;

3. Identification, protection and management of ecologically or biologically significant marine areas (EBSAs), other marine areas of particular importance (i.e. SPAMIs, 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 to maintain and update regional databases of sites of particular importance for biodiversity conservation and for fisheries management, including in a way which is complementary and coherent with the existing relevant UNEP/MAP databases;
- With regard to the Specially Protected Areas of Mediterranean Importance (SPAMIs) and the Fisheries Restricted Areas (FRAs), in particular those located partially or wholly in the Areas Beyond National Jurisdiction (ABNJ), collaborate to harmonize existing respective criteria to identify those areas, for the cases where their location may be coincident and the selection of mechanisms needed for their establishment;
- Consult and coordinate with each other, and involve to the maximum extent possible the IMO, on the possible identification and designation of Particular Sensitive Sea Areas (PSSAs) in relation to Specially Protected Areas of Mediterranean Importance (SPAMIs) and Fisheries Restricted Areas (FRAs), also exploring the use of PSSA mechanisms to provide protection to fisheries which have significant social and economic attributes;
- Monitor the status of the species listed in Annexes II and III to the Protocol concerning Specially Protected Areas and Biological Diversity in the Mediterranean and ensure that exploitation of all species included in Annex III is regulated to the maximum extent possible, consistent with Article 12, paragraph 4 of the SPA/BD Protocol;
- Exchange views on scientific and technical advice in the context of each other's scientific and technical bodies and working groups, such as the GFCM Scientific Advisory Committee on Fisheries, the SAP BIO Advisory Committee and Ad hoc Group of Experts on Marine Protected Areas in the Mediterranean (AGEM) and other, as relevant;
- 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. Promoting a Blue Transformation, including through climate change resilience

- Collaborate to study and assess 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 strategies to the impacts of climate change thereby enhancing knowledge and communication;
- Strengthening the formulation of scientific advice to Contracting Parties on emerging issues of common interest, such as ocean noise pollution;
- Collaborate in initiatives related to the implementation and monitoring of the Integrated Coastal Zone Management (ICZM) and Marine Spatial Planning (MSP) as processes based on cross-sectoral coordination and decision-making to support the use of ecosystem services and resources in a sustainable way;
- Collaborate in preparing and implementing projects that promote efficient use of marine resources and reduction of conflicts among the different uses of the oceans with the twofold objective of reaching/maintaining good environmental status and securing the long-term future of these industries.

5. Cooperation in relation to Marine Litter

- Collaborate for the implementation of the Marine Litter Management Regional Plan in the Mediterranean, with a particular focus on:

- supporting the implementation of fishing for litter schemes aiming at raising fishermen awareness about the negative impacts of inappropriate disposal and encourage them to take waste to port, including marine litter collected as by-catch;
- undertaking sub-regional pilots to test the implementation of the FAO Voluntary Guidelines on the Marking of Fishing Gear (e.g. joint scheme with the FfL Pilots); and
- updating the 2016 UNEP/MAP Fishing-for-litter Guidelines and to distribute and disseminate them to all fisheries/fishermen associations;
- setting up a system to track lost gear and encourage fishermen to report their loss.
- Collaborate and contribute, where appropriate, to global processes addressing marine litter.
- Foster synergies with a view to enhancing cooperation and coordination in implementing relevant projects and initiatives that could contribute to the reduction of marine plastic litter including, but not limited to:
 - the implementation of the IMO Action Plan to address marine plastic litter from ships (resolution MEPC.310(73)) in the Mediterranean region; and
 - the application of relevant outcomes of the IMO-FAO-Norway GloLitter Partnerships Project in the Mediterranean region.
- Encourage the preparation of a GIS-based assessment on the types of fisheries being active in the Mediterranean Sea (e.g. small-scale fisheries, trawlers, purse seiners, longlines, nets, traps, etc.).

6. Legal, institutional and policy related cooperation

- Consult regularly on policy issues of common interest to identify institutional synergies in the context of relevant global and regional fora.
- Collaborate on issues related to information and data management and exchange, including through:
 - improving respective capacities for managing and sharing environmental data and information related to fisheries;
 - promoting exchanges of information and data, as appropriate;
 - facilitating interoperability, through definition and use of common standards and improving interconnections between the respective IT systems.
- Exchange views regarding the governance of the Mediterranean 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 at the level of their compliance committees, as set up under UNEP/MAP and the GFCM frameworks, to address issues of common concern.
- Be involved, as appropriate, in those projects implemented by the other Party;
- Collaborate on public information, awareness-raising, communication and advocacy on themes related to the scope and aims of the two organizations, and on disseminating results achieved and lessons learned, including via the updating of information in the respective websites related to themes and activities of common interest;
- Coordinate positions within international fora which involve both Parties.

Annex 2

DRAFT MEMORANDUM OF UNDERSTANDING

BETWEEN

**THE UNITED NATIONS ENVIRONMENT PROGRAMME IN ITS CAPACITY AS
SECRETARIAT OF THE MEDITERRANEAN ACTION PLAN (UNEP/MAP)**

AND

THE PARLIAMENTARY ASSEMBLY OF THE MEDITERRANEAN (PAM)

**DRAFT MEMORANDUM OF UNDERSTANDING
BETWEEN**

**THE UNITED NATIONS ENVIRONMENT PROGRAMME IN ITS CAPACITY AS SECRETARIAT OF THE
MEDITERRANEAN ACTION PLAN (UNEP/MAP)
AND
THE PARLIAMENTARY ASSEMBLY OF THE MEDITERRANEAN (PAM)**

WHEREAS the United Nations Environment Programme (hereinafter referred to as UNEP) was endorsed by the General Assembly in 1997 as the leading global environment authority that sets the global environment agenda, promotes the coherent implementation of the environment within the UN system and that serves as an authority advocate for the global environment and which has as a major area of focus of its global mandate to ensure capacity building and technical assistance in particular with respect to institutional strengthening in developing countries, and is committed to support the implementation the Agenda 2030 and its Sustainable Development Goals (SDGs), to promote environmental sustainability as a crucial enabling factor in implementing the SDGs and ensuring the health of our planet;

WHEREAS the UNEP has the mandate to provide Secretariat's functions for the Convention for the Protection of the Marine Environment and the Coastal Region of the Mediterranean (Barcelona Convention) and its Protocols;

WHEREAS the UNEP/MAP develops plans, programmes, and measures including the coordination of projects and the provision of information, advice, training and guidance to the Parties to the Barcelona Convention to assist them in meeting their obligations to take all appropriate measures in accordance with the Convention and its Protocols to prevent, abate, combat and to the fullest possible extent eliminate pollution of the Mediterranean Sea Area, and to protect and enhance the marine environment in that Area so as to contribute towards its sustainable development;

WHEREAS within the framework of the Mediterranean Strategy for Sustainable Development 2016-2025 (MSSD) it is foreseen to strengthen synergies, complementarities and collaboration among all active stakeholders and partners in the Mediterranean region to translate the 2030 Agenda and its Sustainable Development Goals (SDGs) at the regional, sub-regional and national levels;

WHEREAS the Parliamentary Assembly of the Mediterranean (hereinafter referred to as PAM), established in 2005, is an Inter-Governmental Organization with its own international legal personality and capacity, holding the status of observer to the United Nations and being the recognized platform of excellence for the inter-parliamentary dialogue and cooperation in the Euro-Mediterranean region;

WHEREAS PAM has the mandate to forge political, economic and social cooperation among the Member States to find common solutions to the challenges facing the Euro-Mediterranean region, and provides, through the instrument of parliamentary diplomacy, a distinct contribution to the global and regional efforts in the field of sustainable development and environmental protection, in compliance with the Agenda 2030, the Sustainable Development Goals (SDGs), and the Barcelona Convention and its protocols, and its own Resolutions;

WHEREAS UNEP/MAP and PAM (hereinafter collectively referred to as "Parties") share common objectives with regard to the protection of the marine environment and the conservation and sustainable use of biological diversity in the Mediterranean, as well as mitigation and adaption to

climate change at regional level, 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 (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 environmental protection as a contribution to sustainable, resilient and inclusive development in the Euro-Mediterranean region;

NOW, THEREFORE, UNEP/MAP AND PAM 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

This MOU shall be effective upon the last date of signature of the approving officials and remain in force until 1st of January 2030, unless terminated in accordance with Article 15 below. Beyond this date, the duration of this MOU may be extended through prior written approval by all the Parties pursuant to Article 14 below. Its content shall be reviewed every four (4) years, as appropriate.

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 order to achieve and maintain the Good Environmental Status of the Mediterranean contributing then to its sustainable development.
2. The objectives of this MOU shall be achieved through:
 - a. Regular dialogue and meetings between UNEP/MAP and PAM;
 - 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 indicative areas of cooperation under this MOU:
 - a. Advance the implementation of the Barcelona Convention and its Protocols, promote their universal ratification and their enforcement through national legislation, enhance policymakers' awareness and accountability, and encourage the full involvement of citizens and stakeholders for the protection of the Mediterranean Sea and coast;
 - b. Promote and implement common initiatives to advance the delivery of the SDGs in the Mediterranean, in particular those relevant to the mandate of the UNEP/MAP – Barcelona Convention system and to the mandate and Resolutions of PAM, and enable an effective response to the triple planetary crisis of pollution, biodiversity loss and climate change;
 - c. Mobilize parliamentary diplomacy in support of regional multilateralism and solidarity for environment and sustainable development, including through capacity building and technology development and transfer;
 - d. Cooperate closely and consult with each other on a regular basis, in order to identify opportunities to promote the active engagement of parliamentarians and national parliaments in addressing climate and environmental changes across the Mediterranean Basin;
 - e. Promote and strengthen the science-policy interface in the Mediterranean region and foster multi-stakeholder dialogue to enable evidence-based, inclusive environmental policy measures in the context of sustainable development;
 - f. Launch joint advocacy and action-oriented initiatives, involving other stakeholders as appropriate, on common priority themes such as climate change, marine litter, biodiversity conservation and marine protected areas, and sustainable blue economy, taking into account relevant global processes and the commitments under the Barcelona Convention and its Protocols, and relevant PAM Resolutions.
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 UNEP/MAP and PAM 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 UNEP/MAP and PAM to address matters of common interest for the implementation of activities in specific areas in the Mediterranean region.
3. 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 PAM's geographic coverage; capacity for implementation and experience in the related field.
4. Where one of the Party is organizing a meeting with external participation at which policy matters related to the aims of this MOU shall be discussed, the Party shall, as appropriate, either invite the other to participate in the meeting or update it 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

Status of the Parties and their Personnel

1. The Parties acknowledge and agree that PAM is an entity separate and distinct from the United Nations, including UNEP, and that UNEP/MAP is an entity separate and distinct from PAM. The employees, personnel, representatives, agents, contractors or affiliates of PAM and UNEP/MAP, including the personnel engaged by them 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 other party.
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 7

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 8 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 8.2.
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 9 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. In no event shall authorization to use the UN or UNEP/MAP or PAM name or emblem be granted for commercial purposes.
2. PAM acknowledges that it is familiar with the independent, international and impartial status of the UN and UNEP/MAP, 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 UNEP/MAP.
3. UNEP/MAP recognizes PAM as an Inter-Governmental Organization with its own international legal personality and capacity, holding the status of observer to the United Nations, and recognizes that its names and emblems may not be associated with any political or sectarian cause or otherwise used in a manner inconsistent with the Statutes of PAM.
4. 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 10 Privileges and Immunities

Nothing in or relating to this MOU shall be deemed a waiver, express or implied, of any of the respective privileges, immunities, exemptions and facilities enjoyed or which may be enjoyed by the Parties, including their subsidiary organs and staff, according to their own regulatory framework.

Article 11 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 another Party to third parties, each Party shall obtain the express, written consent of concerned Parties. 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 UNEP, 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.
4. For PAM, an inter-governmental organization with its own international legal personality and capacity shall be deemed to be a legal entity under common control.

Article 12 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.
2. PAM shall indemnify, hold and save harmless and defend at its own expense, the United Nations and UNEP, their officials, personnel and representatives, from and against all suits, claims, demands and liability of any nature or kind which may arise in relation to this MOU due to any actions or omissions attributable to PAM.

Article 13 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 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 14
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 15
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 8-13 do not lapse upon expiry, termination of or withdrawal from this MOU.

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

For United Nations Environment Programme

**For the Parliamentary Assembly of the
Mediterranean**

.....
Name:

.....
Name:

Title: UNEP Ecosystems Division Director

Title: PAM Secretary General

Date:

Date:

Annex 3

DRAFT MEMORANDUM OF UNDERSTANDING

BETWEEN

**THE UNITED NATIONS ENVIRONMENT PROGRAMME IN ITS CAPACITY AS
SECRETARIAT OF THE MEDITERRANEAN ACTION PLAN (UNEP/MAP)**

AND

**THE CIRCLE OF MEDITERRANEAN PARLIAMENTARIANS FOR SUSTAINABLE
DEVELOPMENT (COMPSUD)**

**MEMORANDUM OF UNDERSTANDING
BETWEEN**

**THE UNITED NATIONS ENVIRONMENT PROGRAMME IN ITS CAPACITY AS SECRETARIAT OF THE
MEDITERRANEAN ACTION PLAN (UNEP/MAP)
AND
THE CIRCLE OF MEDITERRANEAN PARLIAMENTARIANS FOR SUSTAINABLE DEVELOPMENT
(COMPSUD)**

WHEREAS the United Nations Environment Programme (hereinafter referred to as UNEP) was endorsed by the General Assembly in 1997 as the leading global environment authority that sets the global environment agenda, promotes the coherent implementation of the environment within the UN system and that serves as an authority advocate for the global environment and which has as a major area of focus of its global mandate to ensure capacity building and technical assistance in particular with respect to institutional strengthening in developing countries, and is committed to support the implementation the Agenda 2030 and its Sustainable Development Goals (SDGs), to promote environmental sustainability as a crucial enabling factor in implementing the SDGs and ensuring the health of our planet;

WHEREAS the UNEP has the mandate to provide Secretariat's functions for the Convention for the Protection of the Marine Environment and the Coastal Region of the Mediterranean (Barcelona Convention) and its Protocols;

WHEREAS the UNEP/MAP develops plans, programmes, and measures including the coordination of projects and the provision of information, advice, training and guidance to the Parties to the Barcelona Convention to assist them in meeting their obligations to take all appropriate measures in accordance with the Convention and its Protocols to prevent, abate, combat and to the fullest possible extent eliminate pollution of the Mediterranean Sea Area, and to protect and enhance the marine environment in that Area so as to contribute towards its sustainable development;

WHEREAS within the framework of the Mediterranean Strategy for Sustainable Development 2016-2025 (MSSD) it is foreseen to strengthen synergies, complementarities and collaboration among all active stakeholders and partners in the Mediterranean region to translate the 2030 Agenda and its Sustainable Development Goals (SDGs) at the regional, sub-regional and national levels;

WHEREAS the Circle of Mediterranean Parliamentarians for Sustainable Development, (hereinafter referred to as COMPSUD) is a [SHORT TEXT TO BE ADDED ON THE STATUS OF COMPSUD AND ITS MANDATE];

WHEREAS UNEP/MAP and COMPSUD (hereinafter collectively referred to as "Parties") share common objectives with regard to the protection of the marine environment and the conservation and sustainable use of biological diversity in the Mediterranean, as well as mitigation and adaption to climate change at regional level, 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 (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 environmental protection as a contribution to sustainable, resilient and inclusive development in the Mediterranean region;

NOW, THEREFORE, UNEP/MAP AND COMPSUD HAVE AGREED TO COOPERATE UNDER THIS MEMORANDUM OF UNDERSTANDING AS FOLLOWS:

Article 1 Interpretation

5. 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.
6. 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.
7. 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.
8. 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 31st December 2029, unless terminated in accordance with Article 15 below. Beyond this date, the duration of this MOU may be extended through prior written approval by all the Parties pursuant to Article 14 below. Its content shall be reviewed every four (4) years, as appropriate.

Article 3 Purpose

5. 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 order to achieve and maintain the Good Environmental Status of the Mediterranean contributing then to its sustainable development.
6. The objectives of this MOU shall be achieved through:
 - a. Regular dialogue and meetings between UNEP/MAP and COMPSUD;
 - 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

4. 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.

The Parties have agreed to the following indicative areas of cooperation under this MOU:

- a. Support the implementation of the Barcelona Convention and its Protocols, promote their universal ratification and their enforcement through national legislation and measures, enhance policymakers' awareness and accountability, and encourage the full involvement of citizens and stakeholders for the protection of the Mediterranean Sea and coast;
 - b. Promote and implement common initiatives to advance the delivery of the SDGs in the Mediterranean, in particular those relevant to the mandate of the UNEP/MAP – Barcelona Convention system, and enable an effective response to the triple planetary crisis of pollution, biodiversity loss and climate change;
 - c. Mobilize parliamentary diplomacy in support of regional multilateralism and solidarity for environment and sustainable development, including through capacity building and technology development and transfer;
 - d. Cooperate closely and consult with each other on a regular basis, in order to identify opportunities to promote the active engagement of parliamentarians and national parliaments in addressing climate and environmental changes across the Mediterranean Basin, in line with the provisions of all relevant conventions and major strategies, fulfilling the vision of a healthy Mediterranean Sea and Coast that underpin sustainable development in the region;
 - e. Promote and strengthen the science-policy interface in the Mediterranean region and foster multi-stakeholder dialogue to enable evidence-based, inclusive environmental policy measures in the context of sustainable development;
 - f. Launch joint advocacy and action-oriented initiatives, involving other stakeholders as appropriate, on common priority themes such as climate change, marine litter, biodiversity conservation and marine protected areas, sustainable blue economy, access to environmental information and justice, and education on sustainable development, taking into account relevant global processes, the Barcelona Convention and its Protocols, including the Mediterranean Strategy for Sustainable Development (MSSD) and its Flagship Initiatives.
5. 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 [*Partner*] 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 UNEP/MAP and COMPSUD to address matters of common interest for the implementation of activities in specific areas in the Mediterranean region.

7. 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 COMPSUD's geographic coverage; capacity for implementation and experience in the related field.

8. Where COMPSUD is organizing a meeting with external participation at which policy matters related to the aims of this MOU shall be discussed, COMPSUD shall, as appropriate, either invite UNEP/MAP to participate in the meeting or update UNEP/MAP 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 **Status of the Parties and their Personnel**

3. The Parties acknowledge and agree that COMPSUD is an entity separate and distinct from the United Nations, including UNEP. The employees, personnel, representatives, agents, contractors or affiliates of COMPSUD, including the personnel engaged by COMPSUD 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 UNEP/MAP, nor shall any employees, personnel, representatives, agents, contractors or affiliates of UNEP/MAP be considered, in any respect or for any purposes whatsoever, as being employees, personnel, representatives, agents, contractors or affiliates of COMPSUD.

4. 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 7 **Fundraising**

3. 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.

4. 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 8 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 8.2.

3. 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 9 Use of Name and Emblem

5. 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. In no event shall authorization of the UN or UNEP/MAP name or emblem be granted for commercial purposes.

6. COMPSUD acknowledges that it is familiar with the independent, international and impartial status of the UN and UNEP/MAP, 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 UNEP/MAP.

7. 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 10 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 11 Confidentiality

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

6. 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 another Party to third parties, each Party shall obtain the express, written consent of concerned Parties.

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.

7. For UNEP, 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 12 Responsibility

3. 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.

4. COMPSUD shall indemnify, hold and save harmless and defend at its own expense, the United Nations and UNEP, their officials, personnel and representatives, from and against all suits, claims, demands and liability of any nature or kind which may arise in relation to this MOU due to any actions or omissions attributable to COMPSUD.

Article 13 Dispute Settlement

2. 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 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 14 Notification and Amendments

3. Each Party shall promptly notify the other in writing of any anticipated or actual material changes that will affect the execution of this MOU.

4. 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 15 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 8-13 do not lapse upon expiry, termination of or withdrawal from this MOU.

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

For United Nations Environment Programme

For COMPSUD

.....
Name:

.....
Name:

Title: UNEP Ecosystems Division Director

Title:

Date:

Date: