

Enhancing Regional Ocean Governance in the Mediterranean

**Memorandum of Understanding between
United Nations Environment Programme/ Mediterranean Action Plan
Secretariat to the Barcelona Convention and
FAO General Fisheries Commission for the Mediterranean**



**General Fisheries Commission
for the Mediterranean
Commission générale des pêches
pour la Méditerranée**



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G. PERGENT - RAC-SPA

FOREWORD

Gaetano Leone,
Coordinator, UNEP/MAP - Secretariat to the Barcelona Convention
and its protocols

and

Abdellah Srour, Executive Secretary, FAO General Fisheries
Commission for the Mediterranean (GFCM)

The United Nations Environment Programme Mediterranean Action Plan-Barcelona Convention (UNEP/MAP-Barcelona Convention) and the General Fisheries Commission for the Mediterranean of the FAO (GFCM), as the Regional Sea Convention (RSC) and the Regional Fisheries Management Organization (RFMO) for the Mediterranean Sea, have strong mandates and responsibilities and share common goals and objectives with regard to the conservation of marine environment and ecosystems and the sustainable use of marine living resources.

Ensuring that they do not duplicate efforts, but rather complement and support each other's work, UNEP/MAP-Barcelona Convention and the GFCM are committed to efficiently progress in meeting the targets set by the United Nations Sustainable Development Goal 14. In this regard, their cooperation is of great relevance to a functioning regional ocean governance system, a key topic addressed by ongoing consultations in several international fora. Indeed, strengthening cooperation between RSCs and RFMOs has been urged by the United Nations General Assembly and the Memorandum of Understanding (MoU) signed by the Secretariats of UNEP/MAP-Barcelona Convention and GFCM is the first agreement that formalizes cooperation between a UNEP RSC and an FAO RFMO. It thus stands out as a good and practical example to pursue common goals and objectives within respective mandates, rules and regulations.

The MoU is composed of the following five areas of cooperation:

- 1) Promotion of ecosystem-based approaches for the conservation of marine and coastal environment and ecosystems, and the sustainable use of marine living and other natural resources;
- 2) Mitigation of the impact of fisheries and aquaculture on the marine habitats and species by the use of best available techniques in fisheries and the development of sustainable aquaculture;
- 3) Identification, protection and management of marine areas of particular importance in the Mediterranean (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);

- 4) Integrated maritime policy with a special emphasis on marine and coastal spatial planning, and integrated coastal zone management, and other integrated zoning approaches, with a view to mitigate cumulative risks due to reduced access and availability of space affected by multiple and increasing conflictive uses;
- 5) Legal, institutional and policy related cooperation.

Specific activities are envisaged under each of the five areas of cooperation in order to ensure the successful implementation of the MoU, as detailed in an annex to the document. With the aim of maximising the impacts of the joint work undertaken, bilateral consultations on matters of common interest are regularly held, including the development and review of activities under the MoU and regular updates on progress achieved in the implementation of the MoU.

Among the outcomes achieved thus far, it is worth singling out the contribution by the GFCM to the UNEP/MAP-Barcelona Convention Ecosystem Approach, whereby the GFCM has been requested to lead the fishery-related work towards the development of Good Environmental Status descriptions, indicators and targets under the relevant ecological objective, as well as related parts of the Integrated Monitoring and Assessment Programme (IMAP). The practical and expert-level cooperation attained has been underpinning a vision driven by an ecosystem-based approach, setting the scene for closer and more strategic concerted work.

UNEP/MAP-Barcelona Convention and GFCM will continue to focus on contributing to the achievement of the United Nations Sustainable Development Goal 14, as well as to the implementation of relevant international policies and outcomes, such as those stemming from the Rio+20 Conference. Their MoU already represents a lesson learned about regional ocean governance, one which will hopefully provide impetus for similar initiatives in other areas. To this end, UNEP/MAP-Barcelona Convention and the GFCM are eager to disseminate information on their cooperation, to disseminate a successful model of cooperation between RSCs and RFMOs and its positive effects.

MEMORANDUM OF UNDERSTANDING

Between

The United Nations Environment Programme in its capacity as secretariat of the Mediterranean Action Plan (UNEP/MAP)

and

The Food and Agriculture Organization of the United Nations (FAO) on behalf of the General Fisheries Commission for the Mediterranean (GFCM)

The United Nations Environment Programme (UNEP) acting as Secretariat of the Mediterranean Action Plan (UNEP/MAP) and, the Food and Agriculture Organization of the United Nations (FAO), acting on behalf of the General Fisheries Commission for the Mediterranean (GFCM), hereafter referred to as the Parties

WHEREAS UNEP/MAP has the mandate to support the implementation of the Barcelona Convention and its seven Protocols including ecosystem approach to the management of human activities that may affect the Mediterranean marine and coastal environment for the promotion of sustainable development. In this context, it serves, through its Coordinating Unit, as Secretariat to the Convention and its Protocols and it provides assistance through its components to the Contracting Parties building their capacity and undertaking actions to fulfil their obligations towards the Convention and its Protocols,

WHEREAS the GFCM is the existing Regional Fisheries Management Organization established in 1949 under the provisions in article XIV of the FAO Constitution with the aim of, inter alia, 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, the Black Sea and their connecting waters. It serves its Members through four subsidiary bodies and thematic working groups which facilitate the implementation of agreed policies and activities, as coordinated by a Secretariat,

WHEREAS the Parties have similar responsibilities and share common goals and objectives with regard to conservation of marine environment and ecosystems and the sustainable use of marine living resources and wish to collaborate to further these common goals and objectives within their respective mandates and governing rules and regulations,

WHEREAS in recent years, the collaboration between UNEP/MAP and the GFCM was mainly ensured through the Regional activity Centre for Specially Protected Areas (RAC/SPA) of UNEP/MAP within the framework of the Memorandum of Cooperation presented at the 32nd Session of the GFCM,

WHEREAS the Parties intend to conclude this Memorandum of Understanding with the aim to establish a broader cooperation aimed at harmonizing their activities and avoiding duplication through the following Memorandum of Understanding (hereafter referred to as “MoU”),

UNEP/MAP
and
the GFCM have agreed to cooperate under this MoU as follows:

Clause 1

Purpose

1. 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 and objectives in relation to the conservation of marine environment and ecosystems and the sustainable use of marine living and other natural resources in their fields of competence.

Clause 2

Scope

1. Areas of cooperation are agreed jointly in accordance with the clauses of this MoU and its Annex to enable the Parties to respond to current and newly emerging issues in the realm of the conservation of marine environment and ecosystems, and the sustainable use of marine living and other natural resources.
2. The Parties shall work together, to the extent possible, within the remit of their respective mandates, for the implementation of the activities undertaken pursuant to this MoU. The areas of cooperation for this MoU are :
 - 1) Promotion of ecosystem based approaches for the conservation of marine and coastal environment and ecosystems and the sustainable use of marine living and other natural resources;
 - 2) Mitigation of the impact of fisheries and aquaculture on the marine habitats and species by the use of best available techniques in fisheries and the development of sustainable aquaculture;
 - 3) Identification, protection and management of marine areas of particular importance in the Mediterranean (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);
 - 4) Integrated maritime policy with a special emphasis on marine and coastal spatial planning, and integrated coastal zone management, and other integrated zoning approaches, with a view to mitigate cumulative risks due to reduced access and availability of space affected by multiple and increasing conflictive uses;
 - 5) Legal, institutional and policy related cooperation.

3. The activities to be developed under the areas of cooperation indicated above are detailed in the Annex to this MoU. Specific activities will be identified and carried out on the basis of a separate legal instrument pursuant to Clause 3(6).
4. The areas of cooperation are relevant within the context of the mandates of the Parties. As appropriate, they will be revised to be in line with those decisions of the governing bodies of the Parties that might have a bearing on their respective mandates.
5. UNEP/MAP and the GFCM shall work together within the remit of their respective mandates, for the implementation of the activities undertaken pursuant to this MoU.
6. This MoU seeks to further harmonize the activities of the Parties, optimise the use of resources and avoid duplication, while ensuring the complementarity in the actions taken. In this context, UNEP/MAP and the GFCM will inform each other of their respective capacity development and related initiatives so as to strengthen cooperation through a permanent platform, such as websites of the Parties.

Clause 3

Organizational arrangements pertaining to the cooperation

1. The Parties shall hold bilateral consultations on matters of common interest, in accordance with an agenda agreed in advance by them, aiming also at the development/review of their joint activities. Relevant international organisations and relevant initiatives/projects may be invited by both Parties to join such consultations that will take place at least once per year, through face-to-face meetings or remote conferences. The following two items should be examined at least once per year in occasion of consultations:
 - a) technical and operational issues related to furthering the objectives of the MoU;
 - b) review progress in the work by the Parties in implementing the MoU.
2. Further bilateral meetings at desk-to-desk and at expert level 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 as observers. The Parties will consider the possibility of joint missions and the hosting of joint training activities and informal sessions. In this context, they will:
 - Ensure timely and adequate flow of scientific information and analysis between parties, such as stocks assessments in the context of development of policy proposals, such as possible amendments to annex II & III of the SPA/BD protocol.
 - Ensure coordination and synergies in the implementation at regional and, to the extent possible, national level, of commitments undertaken by the Parties.

4. UNEP/MAP and the GFCM will inform their relevant governing bodies on the progress made in implementing this MoU by including this issue in the agenda of each Ordinary Meeting/Annual Session of their respective governing bodies (Contracting Parties Meeting for UNEP/MAP and Commission Session for the GFCM).
5. The Parties will encourage, and where possible promote, contacts, exchange of information and joint activities at national level between their focal points, particularly in those countries where the focal points for the Contracting Parties are not the same. The Parties may subsequently develop these contacts, exchange of information and joint activities taking care of safeguarding the confidentiality of the information and documents that have this character.
6. Within the remit of areas of cooperation set in Clause 2(2), collaboration between UNEP/MAP and the GFCM will be carried out, as appropriate, through joint elaboration, fundraising for and implementation of projects on specific issues of common interest.
7. Neither Party shall engage in fund raising 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.
8. 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 that might involve payment of funds, a specific separate legal instrument will be entered into, as appropriate, taking into account those relevant administrative and financial rules and procedures applicable to the Parties.
9. The Parties will undertake, within their global knowledge network and to the extent possible, to facilitate mutual access to relevant information and body of work as well as dissemination between them. The Parties will consider the possibility of joint missions and the hosting of joint training activities and information sessions.
10. Both Parties shall identify one or more focal points within their internal organizational structure to coordinate cooperation under this MoU. In addition, both Parties shall identify an overall focal point responsible for the implementation and the monitoring of the activities under this MoU.
11. Taking full account of clauses 6 and 7, the Parties shall consult on the way to promote their cooperation and their common goals.

Clause 4

Status of personnel

1. 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 or staff members of the other Party. Each of the Parties shall not be liable for the acts or omissions of the other Party or its personnel/persons performing services on behalf of it.
2. The Parties are not being responsible for any salaries, wages, insurance or other benefits due or payable to the other Party's personnel. Moreover the other Party shall be solely responsible for all such salaries, wages, insurance and benefits, including without limitation, any severance or termination payments to such personnel. The Parties shall entertain no claims and have no liability whatsoever in respect thereof.

Clause 5

Dispute settlement

In the event a dispute or controversy arises out of, or in connection with this MoU, the Parties shall use their best efforts to promptly settle through direct and amicable negotiations such dispute or controversy or claim arising out of or in connection with this MoU or any breach thereof. Any such dispute, controversy or claim which is not settled sixty (60) days from the date either Party has notified the other Party of the nature of the dispute, controversy or claim of the measures which should be taken to rectify it, shall be resolved through consultation between the executive Heads of the Parties.

Clause 6

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, in publications and documents produced by the Parties, without the express prior written approval of the other Party in each case.
2. In no event will authorization of the UNEP/MAP or the GFCM name or emblem, or any abbreviation thereof, be granted for commercial purposes.

Clause 7

Intellectual property rights

The Parties shall consult with each other regarding the intellectual Property Rights as appropriate relating to any project or benefits derived thereof in respect of activities carried out under a separate legal instrument pursuant this MoU.

Clause 8

Notification and amendments

1. Each Party shall notify the other in writing, within 3 months 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 Clause 8 (1).
3. This MoU may be amended only by mutual agreement of the Parties reflected in writing.

Clause 9

Interpretation

1. The Annex to this MoU will be considered part of this MoU. Unless the context otherwise requires, references to this MoU will be construed as a reference to this MoU including the Annex hereto, as varied or amended in accordance with the clauses of this MoU.
2. This MoU supersedes all prior memoranda, including with RAC/SPA, communications and representations between the Parties, whether oral or written, concerning the subject matter thereof.

Clause 10

Termination

1. This MoU may be terminated by either Party by giving prior written notice to the other Party. It shall cease to exist in three (3) months following notification of the termination of this MoU. In that event, the Parties will agree on measures required for the orderly conclusion of any on-going activities.
2. Unless agreed otherwise, upon termination of this MoU, the rights and obligations of the Parties defined under any other legal instrument pursuant to this MoU, will cease to be effective, unless provided otherwise.

Clause 11

Duration

This MoU shall enter into force once it is signed by the duly authorized representatives of both Parties. As of that moment, the MoU shall remain in effect until terminated in accordance with Clause 10 above. Its content shall be reviewed every two (2) years, as appropriate.

This MoU is signed in two (2) original copies in English equally authentic.

Annex 1

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

- Contribute to the formulation/implementation of a regional framework strategy based on the ecosystem approach and 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;
- Cooperate in undertaking assessments of the state of marine environment and ecosystems and that of marine living resources, including socio economic aspects relating to the impact of the exploitation of fisheries on marine environment and ecosystems, the impact of the establishment of marine protected areas on marine living resources, and the impact of coastal and marine aquaculture;
- Collaborate in formulation/development and implementation of key regional strategies to integrate the environment in social and economic development especially in relation to fisheries and aquaculture.

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

- Collaborate in the elaboration, including extra-budgetary fundraising, of a joint regional project 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 the concept of marine spatial planning in a manner that takes into account fisheries and aquaculture activities, activities for the preservation and restoration of marine habitats and associated species, and possible conflicts between these activities and other uses of the sea (e.g. shipping, marine renewable energies, etc.);
- Exchange data and information on deep sea habitats in order to further the knowledge of these habitats, their biodiversity and their living resources for the purpose of better management;
- Collaborate in initiatives that raise awareness and mitigate major impacts such as those related to reduce amount of fishing gear as litter, etc.

3. Identification, protection and management of ecologically or biologically significant marine areas (EBSAs), marine areas of particular importance (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 as appropriate, including those whereby other MoUs have been signed, to create a common regional database of sites of particular importance for biodiversity conservation and for fisheries management, complementary and coherent to the MAP database on pollution and biodiversity monitoring;
- With regard respectively to the Specially Protected Areas of Mediterranean Importance (SPAMIs) and the Fisheries Restricted Areas (FRAs) in particular those located partially or wholly on the Areas Beyond National Jurisdiction (ABNJ), the Parties will collaborate to harmonize existing respective criteria to identify those areas, for the cases where their location may be coincident and in the selection of mechanisms needed for their establishment;
- The Parties will cooperate to promote respective Parties adoption of eventual Management Schemes developed within SPAMIs and FRAs to ensure that measures are consistent with the objectives pursued and respectful with the Mandates of both organisations. Measures with potential impact on fisheries in SPAMIs will be discussed by the Parties with the spirit of optimizing common goals;
- Monitor the status of the species listed in Annexes 2 and 3 to the Protocol concerning Specially Protected Areas and Biological Diversity in the Mediterranean; pursue to ensure that exploitation of all species included in annex 3 is regulated, following Article 12, paragraph 4 of the ASP/ BD Protocol;
- 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. Integrated Maritime Policy

- Study 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 measures to climate change in relation to the environment, and including enhancing knowledge and communication;
- Strengthening scientific advice on issues of common interest, including the negative effects of pollution of the marine environment and ecosystems on marine living resources and ways to better address cumulative impacts;
- Explore new fields of investigation applied to the conservation of marine environment and marine ecosystems and the sustainable use of marine living resources to promote an integrated approach to environmental and fisheries related issues;

- Collaborate in initiatives related to the implementation and monitoring of the Integrated Coastal Zone Management (ICZM) approach and marine spatial planning as well as other zoning approaches: and,
- Develop and implement a joint pilot project.

5. Legal, institutional and policy related cooperation

- Consult regularly on policy issues of common interest to identify synergies;
- Promote exchanges of information and data as appropriate, and share the results of this cooperation through a website;
- Participate (as permanent member in the case of the GFCM) to the Mediterranean Commission on Sustainable Development so to formulate sustainable development frameworks and guidelines for coastal areas management;
- Exchange views regarding the governance of the Mediterranean, with particular regard to those areas located beyond national jurisdiction 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 framework, to address issues of common concern (discharges into sea, illegal, unreported and unregulated [IUU] fishing, etc.);
- Be involved, as appropriate, in those projects implemented by the other Party;
- Be invited to regional/sub-regional meetings and subsidiary bodies meetings of interest as organized respectively by each Party, such as SPA/RAC meetings and meetings related to the implementation of the Ecosystem Approach;
- Coordinate positions within international fora which involve both Parties.



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