

## **Decision IG.22/18**

### **Cooperation and Partners**

*The 19<sup>th</sup> Meeting of the Contracting Parties to the Convention for the Protection of the Marine Environment and the Coastal Region of the Mediterranean, hereinafter referred to as “the Barcelona Convention”,*

*Recalling* the Marrakesh Declaration of 2009 and *reaffirming* the commitment of the Contracting Parties to the Barcelona Convention to continue strengthening synergy, cooperation and partnership with relevant regional and global institutions and initiatives;

*Recalling* Decision IG.19/6 on MAP/Civil society cooperation and partnership of COP 16 (Marrakesh, Morocco, November 2009) and Decision IG.20/13 on Governance of COP 17 (Paris, France, February 2012);

*Further recalling* Decision IG.21/14 on Cooperation Agreements of COP 18 (Istanbul, Turkey, November 2013);

*Having considered* the reports of the 78<sup>th</sup>, 79<sup>th</sup> and 80<sup>th</sup> meetings of the Bureau regarding Cooperation Agreements with relevant regional and international organisations as well as MAP partners;

*Recognising* the need to enhance coordination among international and regional marine pollution response and assistance mechanisms and institutions in order to face major accidental pollution in the Mediterranean in the most effective manner;

1. *Endorses* the list of new MAP Partners attached as Annex I to this Decision;
2. *Welcomes* the cooperation agreement contained in Annex II of this Decision and invites the Secretariat of the Agreement on the Conservation of Cetaceans of the Black Sea, Mediterranean Sea and contiguous Atlantic Area (ACCOBAMS) to sign it;
3. *Further welcomes* the cooperation agreement contained in Annex III of this Decision and invites the Permanent Secretariat of the Commission on the Protection of the Black Sea Against Pollution (BSC PS) to sign it;
4. *Requests* the Secretariat to initiate discussions with relevant regional and international organisations with the aim to optimise synergies and coordination on response and assistance in case of major accidental pollution in the Mediterranean; and
5. *Requests* the Secretariat to further expand the cooperation with regional and international organisations, bilateral and multilateral cooperation agencies, and other relevant actors, including the private sector, with a view to mobilising as many actors as possible in support of implementing in a coherent, synergistic and effective manner the priorities established by the Contracting Parties.

**Annex I**  
**List of New MAP Partners**

## **LIST OF NEW MAP PARTNERS**

The following institutions are accredited as new MAP Partners:

- Aegean Energy Agency (AEA)
- Arab Network for Environment and Development (RAED)
- Arab Office for Youth & Environment (AOYE)
- Association for Nature, Environment and Sustainable Development (SUNCE)
- Association of Continuity of Generations (ACG)
- Egyptian Sustainable Development Forum (ESDF)
- Global Balance Association
- Institut de Prospective Economique du Monde Méditerranéen (IPEMED)
- Mediterranean Association to Save the Sea Turtles (MEDASSET)
- Slovenian Marine Mammal Society (MORIGENOS)
- Turkish Marine Environment Protection Association (TURMEPA)

**Annex II**  
**Memorandum of Understanding**

**Between**  
**Secretariat of the Barcelona Convention of the Barcelona Convention and the Mediterranean**  
**Action Plan (Barcelona Convention-UNEP/MAP)**

**And**  
**The Permanent Secretariat of the Agreement on the Conservation of Cetaceans of the Black**  
**Sea, Mediterranean Sea and contiguous Atlantic Area (ACCOBAMS)**

**MEMORANDUM OF UNDERSTANDING****BETWEEN****SECRETARIAT OF THE BARCELONA CONVENTION AND THE MEDITERRANEAN  
ACTION PLAN (UNEP/MAP-Barcelona Convention)****AND****THE PERMANENT SECRETARIAT OF THE AGREEMENT ON THE CONSERVATION  
OF CETACEANS OF THE BLACK SEA, MEDITERRANEAN SEA AND CONTIGUOUS  
ATLANTIC AREA (ACCOBAMS)**

**WHEREAS** the United Nations Environment Programme (hereinafter referred to as UNEP) is the leading global environmental authority that sets the global environmental agenda, promotes the coherent implementation of the environmental dimension of sustainable development within the United Nations system and serves as an authoritative advocate for the global environment;

**WHEREAS** the Secretariat of the Barcelona Convention and the Mediterranean Action Plan (hereinafter referred to as UNEP/MAP-Barcelona Convention) is administered by UNEP and has the mandate as per the Barcelona Convention for the Protection of the Marine Environment and the Coastal Region of the Mediterranean adopted in 1976 and revised in 1995, to assist the Mediterranean countries, with its main objectives through its seven protocols respectively to assess and control marine pollution; to ensure sustainable management of natural marine and coastal resources; to address common challenges related to the prevention and reduction of pollution from land-based sources, ships, dumping, off-shore installations and the movement of hazardous substances; to ensure the protection of biodiversity; and, the integrated management of coastal zones;

**WHEREAS** UNEP/MAP has also the mandate to assist in the implementation of the Mediterranean Action Plan (MAP) which was adopted in 1975 and became MAP II after its revision in 1995;

**WHEREAS** in this context, the Contracting Parties to the Barcelona Convention adopted Regional Strategies, Actions Plans and Programmes as well as put in place regional structures including a consolidated system of focal points, the Secretariat and six Regional Activity Centers<sup>1</sup>, which have a mandate for carrying out activities aimed at facilitating implementation of the seven Protocols of the Barcelona Convention, the decisions of the Meetings of the Contracting Parties to the Barcelona Convention and its Protocols;

**WHEREAS** the Agreement on the Conservation of Cetaceans of the Black Sea, Mediterranean Sea and contiguous Atlantic Area (ACCOBAMS) was adopted in 1996 as a result of a consultation process involving the Secretariat of the 1979 Convention on the Conservation of European Wildlife and Natural Habitats ("Bern Convention"), the 1979 Convention on the Conservation of Migratory Species of wild animals ("Bonn Convention" or CMS) and the 1995 Convention for the Protection of the Marine Environment and the Coastal Region of the Mediterranean ("Barcelona Convention") and its Protocols;

**WHEREAS** the ACCOBAMS aims to achieve and maintain a favourable conservation status for cetaceans through measures to eliminate deliberate killing of cetaceans and to mitigate the impacts of harmful human activities;

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<sup>1</sup> Six MAP Regional Activity Centres (RACs) are based in Mediterranean countries, each offering its own environmental and developmental expertise for the benefit of the Mediterranean community in the implementation of MAP activities. These six RACs are the following: 1.Regional Marine Pollution Emergency Response Centre for the Mediterranean Sea (REMPEC)-Malta, 2.Blue Plan Regional Activity Centre (BP/RAC)-France, 3.Priority Actions Programme Regional Activity Centre (PAP/RAC)-Croatia, 4. Specially Protected Areas Regional Activity Centre (SPA/RAC)-Tunisia, 5.Cleaner Production Regional Activity Centre (CP/RAC) –Spain and, 6. INFO/RAC-Italy.

**WHEREAS** the Secretariat of the ACCOBAMS (hereinafter referred to as ACCOBAMS Secretariat) has in its mandate to liaise and facilitate co-operation with international and national bodies whose activities are directly or indirectly relevant to the conservation of cetaceans in the ACCOBAMS Agreement area;

**WHEREAS** UNEP/MAP-Barcelona Convention and ACCOBAMS (hereinafter collectively referred to as “the Parties”) share common objectives with regard to the conservation, protection, enhancement and support of nature and natural resources, including biological diversity, and wish to collaborate to further these common goals and objectives within their respective mandates and governing rules and regulations;

**WHEREAS** the 14<sup>th</sup> Ordinary Meeting of the Contracting Parties to the Barcelona Convention (Portoroz, Slovenia, 8-11 November 2005) recommended the Contracting Parties to recognize that common obligations relating to cetaceans under the Specially Protected Areas and Biodiversity Protocol are fulfilled by the implementation of ACCOBAMS;

**WHEREAS** the 18<sup>th</sup> Ordinary Meeting of the Contracting Parties to the Barcelona Convention (Istanbul, 3-6 December 2013) welcomed the steps taken by UNEP/MAP-Barcelona Convention for the initial discussions regarding a cooperation agreement with ACCOBAMS, and requested UNEP/MAP-Barcelona Convention to finalize the agreement;

**WHEREAS** several UNEP/MAP-Barcelona Convention regional activity centers and Programmes address issues of importance for ACCOBAMS;

**WHEREAS** Resolution 1.4 approved at the First Meeting of the Parties to ACCOBAMS entrusted the RAC/SPA of UNEP/MAP-Barcelona Convention with the duties of the ACCOBAMS Coordination Unit for the Mediterranean region;

**WHEREAS** an Action Plan for the conservation of cetaceans in the Mediterranean Sea was adopted in 1991 by the Contracting Parties to the Barcelona Convention at their Seventh Ordinary Meeting and for which RAC/SPA provides technical follow-up for its implementation;

**WHEREAS** the Parties share common goals and objectives with regard to conservation of marine environment and ecosystems in the Mediterranean region and 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 and strengthen regional synergy within their respective mandates and governing rules and regulations;

**NOW, THEREFORE, UNEP/MAP-Barcelona Convention AND THE ACCOBAMS SECRETARIAT 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 effect for three years, unless terminated in accordance with Article 15 below.

## **Article 3**

### **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 regard to the conservation of marine environment and ecosystems in their fields of competence.
2. The objectives of this MoU shall be achieved through:
  - a. Regular dialogue and meetings between UNEP/MAP-Barcelona Convention and the ACCOBAMS Secretariat;
  - b. Execution of separate legal instruments 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 updated 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 areas of cooperation for this MoU, which form part of UNEP/MAP-Barcelona Convention's mandate and programme of work and have been approved by Ordinary Meetings of Contracting Parties to Barcelona Convention. The areas of cooperation items listed below are also priorities or ongoing activities of the ACCOBAMS Secretariat, in accordance with its mandate. All could be strengthened through the cooperation of the Parties.
  - a. Collection and assessment of information relating to the conservation of cetaceans;
  - b. Identification, protection and management of marine areas of particular importance for cetaceans, in particular transboundary areas and areas beyond the national jurisdiction of coastal States;
  - c. Promotion of ecosystem based approaches for the conservation of marine environment and ecosystems through the assessment, monitoring and mitigation of adverse human-cetacean interactions, such fisheries, ship strikes, offshore noise-producing activities and marine litter;
  - d. Legal, institutional and policy related cooperation;
  - e. Development of capacity building activities (e.g. training programmes, dissemination of relevant information, building awareness, etc.).

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. The details about the activities to be developed under the areas of cooperation indicated above are included in, but not limited to, the Appendix to this MoU. The Annex shall be reviewed by the Parties every three (3) years in order to adapt it to the activities and possible new orientations that might be decided by the respective governing bodies of the UNEP/MAP-Barcelona Convention and/or the ACCOBAMS.
4. Specific activities may be identified and will be carried out on the basis of separate legal instruments established between the ACCOBAMS Secretariat and UNEP/MAP-Barcelona Convention, as well as between the ACCOBAMS Secretariat and one or more components of the UNEP/MAP-Barcelona Convention, including the Regional Activity Centre for Specially Protected Areas (RAC/SPA), the Regional Marine Pollution Emergency Response Centre for the Mediterranean Sea (REMPEC) and the Med POL Programme.
5. In particular, a Memorandum of Understanding will be concluded, and regularly reviewed between the ACCOBAMS Secretariat and RAC/SPA in its quality of ACCOBAMS sub-regional Coordination unit in the Mediterranean. It will cover activities identified in accordance with the ACCOBAMS and the RAC/SPA work programmes.
6. The ACCOBAMS Secretariat and UNEP/MAP-Barcelona Convention 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.
7. This MoU seeks to consolidate and intensify cooperation between the Parties and to strengthen regional synergy. In this context, ACCOBAMS and UNEP/MAP-Barcelona Convention-Barcelona Convention will inform each other of their respective capacity development and capacity development related initiatives so as to strengthen cooperation through a permanent platform, such as websites of the Parties.

## **Article 5**

### **Organization of the Cooperation**

1. The Parties shall hold 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 activities. Relevant international organizations 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. discuss technical and operational issues related to furthering the objectives of this MoU; and
  - b. review progress of collaboration and related work between the Secretariat of ACCOBAMS and the components of the UNEP/MAP-Barcelona Convention, (as RAC/SPA, REMPEC) and Med POL covered by separate legal instrument in accordance with Article 4.4 above.
2. 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 ACCOBAMS' and the UNEP/MAP's-UNEP/MAP-Barcelona Convention geographic coverage.
3. Where one of the Parties 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 the other Party to participate in the meeting or update it on relevant policy matters discussed at the meeting.
4. The ACCOBAMS Secretariat and UNEP/MAP-Barcelona Convention-Barcelona Convention 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 of their respective governing bodies (Meeting of the Parties for ACCOBAMS and Contracting Parties Meeting for UNEP/MAP-Barcelona Convention).



5. 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.
6. 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.

### **Article 6**

#### **Status of the Parties and their Personnel**

1. While confirming their strong willingness to cooperate and to the extent possible create synergies in the implementation of their respective activities, the Parties acknowledge and agree that they are separate and distinct entities and that ACCOBAMS is separate and distinct from the United Nations and UNEP. The employees, personnel, representatives, agents, contractors, affiliates or Partners of the ACCOBAMS Secretariat, including the personnel engaged by the ACCOBAMS Secretariat 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, nor shall any employees, personnel, representatives, agents, contractors or affiliates of UNEP be considered, in any respect or for any purposes whatsoever, as being employees, personnel, representatives, agents, contractors or affiliates of the ACCOBAMS Secretariat. 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, the Parties shall negotiate and agree on terms of its ownership and use in the relevant legal instrument concluded as per Article 1.2.

### **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 of the UN, UNEP and/or UNEP/MAP-Barcelona Convention name or emblem be

granted for commercial purposes or for use in any manner that suggests an endorsement by UNEP/MAP-Barcelona Convention of ACCOBAMS products, business practices or services.

2. ACCOBAMS acknowledges that it is familiar with the independent, international and impartial status of the UN, UNEP and/or UNEP/MAP-Barcelona Convention, 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, UNEP and/or UNEP/MAP-Barcelona Convention.
3. The Parties agree to recognize and acknowledge this collaboration, 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**

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 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**

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. The ACCOBAMS Secretariat shall indemnify, hold and save harmless and defend at its own expense, the UN, UNEP and/or UNEP/MAP-Barcelona Convention, 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 ACCOBAMS.

### **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 within 3 months of any anticipated or actual material changes that will affect the execution of this MoU.
2. Upon receipt of such notification, the Parties shall consult each other with a view of reaching an agreement on any actual or proposed change(s) suggested in accordance with Article 14.1.
3. 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.
4. The obligations under Articles 8-13 do not lapse upon expiry, termination of or withdrawal from this MoU.

**Article 16**  
**Additional Parties**

1. Another entity seeking to become a Party to this MoU must notify the other Parties in writing of its wish, providing its reasons and intended contributions. Following consultation, should all the Parties agree in writing to the requesting entity's accession to the MoU, UNEP/MAP- Barcelona Convention and ACCOBAMS acting on behalf of the other Parties, shall effectuate the accession as a Party to the MoU by exchanging letters with the requesting entity.

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

**For UNEP/MAP-Barcelona Convention**

Name:

Date:

**For the ACCOBAMS Secretariat**

Name:

Date:

## Appendix

### ACTIVITIES RELATING TO THE AREAS OF COOPERATION OF THIS MoU

1. **Promotion of ecosystem based approaches for the conservation of marine environment and ecosystems through the assessment, monitoring and mitigation of adverse human-cetacean interactions, such fisheries, ship strikes, underwater noise-producing activities and marine litter**
  - Contribute to the formulation of a regional strategy based on agreed indicators and reference points (ecological, biological, etc.) to monitor the status of the marine environment and ecosystems and that of marine living resources by providing specific recommendation in particular regarding underwater noise;
  - Cooperate in undertaking assessments of the state of marine environment and ecosystems and that of marine living resources, including aspects relating to the impacts of fisheries, marine litter and offshore activities on marine environment taking into account socio economic aspects;
  - Collaborate in developing key regional strategies to integrate the environment in social and economic development especially in relation to maritime traffic, underwater noise-producing activities and fisheries;
  - Collaborate in the elaboration, including external fundraising, of joint projects for the implementation of activities of common interest in relation to this MoU;
  - Strengthen scientific advice on issues of common interest, including the negative effects of pollution of the marine environment and ecosystems on marine living resources, in particular noise pollution and derelict fishing gears;
  - Consider initiatives to develop the concept of marine spatial planning in a manner that takes into account activities for the preservation of marine habitats and possible conflicts between these activities and other uses of the sea (e.g. shipping, marine renewable energies, etc.);
  - Enhance collaboration with other relevant organizations as appropriate, including those whereby other MoUs have been signed, to share a common regional database of sites of particular importance for biodiversity conservation (in particular cetaceans critical habitats);
  - 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.
2. **Development of capacity building activities (e.g. training programmes, dissemination of relevant information, building awareness, etc.).**
  - Collaborate with relevant MAP components on initiatives that raise awareness and promote the mitigation of adverse human-cetacean interactions, such fisheries, ship strikes, underwater noise-producing activities and marine litter.

**Annex III**

**MEMORANDUM OF UNDERSTANDING  
BETWEEN**

**THE UNITED NATIONS ENVIRONMENT PROGRAMME, ON BEHALF OF THE  
COORDINATING UNIT FOR THE MEDITERRANEAN ACTION PLAN/  
SECRETARIAT OF THE BARCELONA CONVENTION (UNEP/MAP-Barcelona  
Convention)**

**AND**

**THE PERMANENT SECRETARIAT OF THE COMMISSION ON THE  
PROTECTION OF THE BLACK SEA AGAINST POLLUTION (BSC PS)**

**MEMORANDUM OF UNDERSTANDING  
BETWEEN**

**THE UNITED NATIONS ENVIRONMENT PROGRAMME, ON BEHALF OF THE  
COORDINATING UNIT FOR THE MEDITERRANEAN ACTION PLAN/ SECRETARIAT  
OF THE BARCELONA CONVENTION (UNEP/MAP-Barcelona Convention)**

**AND**

**THE PERMANENT SECRETARIAT OF THE COMMISSION ON THE PROTECTION OF  
THE BLACK SEA AGAINST POLLUTION (BSC PS)**

**WHEREAS** the United Nations Environment Programme (hereinafter referred to as UNEP) is the leading global environmental authority that sets the global environmental agenda, promotes the coherent implementation of the environmental dimension of sustainable development within the United Nations system and serves as an authoritative advocate for the global environment;

**WHEREAS** the Coordinating Unit of the Mediterranean Action Plan/Secretariat of the Barcelona Convention (hereinafter referred to as UNEP/MAP-Barcelona Convention) is administered by UNEP and has the mandate as per the Barcelona Convention for the Protection of the Marine Environment and the Coastal Region of the Mediterranean adopted in 1976 and revised in 1995, to assist the Mediterranean countries, with its main objectives through its seven protocols respectively to assess and control marine pollution; to ensure sustainable management of natural marine and coastal resources; to address common challenges related to the prevention and reduction of pollution from land-based sources, ships, dumping, off-shore installations and the movement of hazardous substances; to ensure the protection of biodiversity; and, the integrated management of coastal zones;

**WHEREAS** UNEP/MAP has also the mandate to assist in the implementation of the Mediterranean Action Plan (MAP) which was adopted in 1975 and became MAP II after its revision in 1995;

**WHEREAS** the 18<sup>th</sup> Ordinary Meeting of the Contracting Parties to Convention for the Protection of the Marine Environment and the Coastal Region of the Mediterranean and its Protocols (Barcelona Convention) (Istanbul, 3-6 December 2013) welcomed the cooperation established between the UNEP/MAP-Barcelona Convention and relevant international and regional Organizations and asked the Secretariat to extend cooperation with other relevant Organizations with whom synergy is needed for reaching the objectives of the Barcelona Convention/MAP;

**WHEREAS**, The Convention on the Protection of the Black Sea Against Pollution (hereinafter referred to as Bucharest Convention) signed in Bucharest in April 1992, and ratified by all six riparian states of the Black Sea in 1994, fully recognizing the need to preserve the Black Sea ecosystem as a valuable natural endowment of the region, whilst ensuring the protection of its marine and coastal living resources as a condition for sustainable development of the Black Sea coastal states, well-being, health and security of their population;

**WHEREAS**, Contracting Parties to Bucharest Convention adopted the Strategic Action Plan for the Environmental Protection and Rehabilitation of the Black Sea in 2009 that contains challenges and policy actions to overcome these challenges threatening the sustainability of marine resources of Black Sea;

**WHEREAS**, Contracting Parties to Bucharest Convention agreed to further strengthen cooperation with international organizations such as GEF, UNDP, UNEP, BSEC (Black Sea Economic Cooperation), European Union, the World Bank, and IMO, in support of the implementation of the Convention on the Protection of the Black Sea Against Pollution and its protocols;

**WHEREAS**, the Parties, acknowledge the commitment of Republic of Turkey, expressed in several fora, in its capacity as a Party to both Conventions, on facilitating this Memorandum of

Understanding;

**WHEREAS** Barcelona Convention UNEP/MAP and BSC PS (hereinafter on referred as 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 protection of the marine and coastal environment;

**WHEREAS** the Parties intend to conclude this Memorandum of Understanding (hereafter referred to as “MoU”) with the aim of consolidating and intensifying their cooperation, improving exchange of information and strengthening regional synergy to achieve their common goals and objectives,

**NOW, THEREFORE, the Parties 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 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 effect until 2021, unless terminated in accordance with Article 14 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 achieve their shared goals and objectives in regard to the conservation of marine environment and ecosystems in their fields of competence and geographical coverage.

#### **Article 4 Areas of Cooperation**

1. Areas of Cooperation are agreed jointly through the cooperation mechanism in the MoU. The relevant priorities under this MoU may also be jointly reviewed every two (2) years by the Parties pursuant to Article 5.
2. Both parties will endeavor, as fast as possible, to complete the process of granting each other mutual observership status.

3. The Parties have agreed to the following preliminary and overarching areas of cooperation for this MoU, which form part of mandate and programme of work of both Parties:
  - a. Collection and assessment of information relating to integrated marine monitoring programmes focusing on delivering data to manage regional seas in sustainable manner.
  - b. Collection and assessment of information relating to ecosystem-based approach and in particular facilitation of implementation of other relevant environmental legislation, i.e. Marine Strategy Framework Directive, in regional scale.
  - c. Assessment of State of the Environment and indicator development underpinning this assessment.
  - d. Collection, assessment and exchange of information regarding implementation of Integrated Coastal Zone Management protocols.
  - e. Awareness raising, and joint action against marine litter; legal, institutional and policy related cooperation.
  - f. Development of capacity building activities (e.g. joint projects, training programmes, dissemination of relevant information, building awareness, etc.).
4. 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.
5. 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 Conventions that might have a bearing on their respective mandates.
6. BSC and UNEP/MAP-Barcelona Convention 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.

#### **Article 5 Organization of the Cooperation**

1. The Parties shall hold 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 programmes and projects. Relevant international organizations 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:
2. In implementing activities, projects and programmes in the agreed priority areas, the Parties shall execute separate legal instruments appropriate for the implementation of such initiatives in accordance with Article 1.2 above. Both Parties will inform the governing bodies of their respective Conventions on the progress made in implementing this MoU by including this issue in the agenda of Ordinary/Regular Meetings of the respective governing bodies.
3. 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 prevailing for the Parties.
4. The Parties undertake to share knowledge and information in their areas of operation and expertise



relevant to this MoU. The Parties will consider the possibility of joint missions and the hosting of joint training activities and information sessions.

#### **Article 6** **Status of the Parties and their Personnel**

1. The employees, personnel, representatives, agents, contractors or affiliates of BSC-PS, including the personnel engaged by BSC-PS 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, nor shall any employees, personnel, representatives, agents, contractors or affiliates of UNEP be considered, in any respect or for any purposes whatsoever, as being employees, personnel, representatives, agents, contractors or affiliates of BSC-PS. 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 of this Article, 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 expressed 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 sub-article 2 of this Article.
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, the Parties shall negotiate and agree on the terms of its ownership and use in the relevant legal instrument concluded.

#### **Article 9** **Use of Name and Emblem**

1. Neither Party shall use the name, emblem, logo or trademarks of the other Party, its subsidiaries and/or affiliates, nor any abbreviation thereof in connection with its business or for public dissemination without the prior expressed written approval of the other Party in each case.

#### **Article 10** **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 expressed 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 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 11 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 12 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 13 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. 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).
3. 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 14 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.
4. The obligations under Articles 8-13 do not lapse upon expiry or termination of this MoU.

**Article 15**  
**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.

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

**For UNEP/MAP-Barcelona Convention**

**For the Permanent Secretariat of the  
Commission on the Protection of the Black  
Sea Against Pollution**

Name:

Name:

Date: .....

Date: .....

