

Decision IG.26/2
Governance

The Contracting Parties to the Convention for the Protection of the Marine Environment and the Coastal Region of the Mediterranean and its Protocols at their 23rd Meeting,

Recalling General Assembly resolution 70/1 of 25 September 2015, entitled “Transforming our world: the 2030 Agenda for Sustainable Development”,

Recalling also the United Nations General Assembly resolution 76/296 of 21 July 2022, entitled “Our ocean, our future, our responsibility”,

Considering Decision IG.17/5 on the governance of the Mediterranean Action Plan Barcelona Convention system, adopted by the Contracting Parties at their 15th Meeting (COP 15) (Almeria, Spain, 15-18 January 2008), and Decision IG.19/6 on the Mediterranean Action Plan Civil Society Cooperation and Partnership, adopted by the Contracting Parties at their 16th Meeting (COP 16) (Marrakesh, Morocco, 3-5 November 2009),

Considering also Decisions IG.20/13, IG.21/13, IG.23/3, IG.24/2 and IG.25/3 on governance, adopted by the Contracting Parties at their 17th (COP 17) (Paris, France, 8-10 February 2012), 18th (COP 18) (Istanbul, Turkey, 3-6 December 2013), 20th (COP 20) (Tirana, Albania, 17-20 December 2017), 21st (COP 21) (Naples, Italy, 2-5 December 2019) and 22nd (COP 22) (Antalya, Türkiye, 5-8 December 2021) Meetings respectively,

Recalling Decision IG.25/1 of COP 22 (Antalya, Türkiye, 7-10 December 2021) on the UNEP/MAP Medium-Term Strategy 2022-2027 and *considering* Decision IG. 23/5 on the Updated Resource Mobilization Strategy, adopted by the Contracting Parties at their 20th Meeting (COP 20) (Tirana, Albania, 17-20 December 2017),

Recognizing the significant successful efforts of the Secretariat and MAP Components to secure the funding and support needed for the adequate functioning and fulfilment of the mandate of the MAP system during the previous MTS 2016-2021 and in the first biennium of the current MTS 2022-2027 cycle,

Stressing the effective and substantial progress made in the strengthening of regional cooperation and enhanced coordination in supporting the implementation of the Barcelona Convention and its Protocols, the Mediterranean Strategy for Sustainable Development and other decisions of the Contracting Parties, and *highlighting* the need to continue work in that direction by inter alia enhancing regional synergies and complementarities, with the view to maximizing the effective and efficient use of resources and enhancing impacts on the ground,

Recalling the Plan of Action for a Model Mediterranean Sea by 2030 (PAMEX), as a multi-partner collective initiative, and its priority objectives addressing the preservation of marine and coastal biodiversity in the Mediterranean, the promotion and development of sustainable fishing to end overfishing by 2030, redoubled efforts to combat marine pollution, particularly so that no plastic is discharged into the Mediterranean by 2030, and the promotion of maritime transport practices which protect the marine and environment and combat climate change,

Recalling the “Common Operational Principles for MAP Components” adopted through Decision IG.25/3 at COP 22 (Antalya, Türkiye, 5-8 December 2021),

Recalling the UNEP and UN policy and strategy for gender equality and the environment and *appreciating* the effort by the Secretariat on gender mainstreaming and women empowerment in policy, administrative and programmatic matters related to the work and mandate of the UNEP/MAP-Barcelona Convention system,

Appreciating the guidance and advice provided to the Secretariat by the Bureau of the Contracting Parties to the Barcelona Convention on all policy and administrative matters related to the successful delivery of the UNEP/MAP Programme of Work and COP decisions, and having considered the reports of their 92nd, 93rd and 94th Meetings held in March 2022, November-December 2022 and June 2023 respectively,

1. *Approve* the updated Memorandum of Understanding (MoU) between UNEP/MAP and the Secretariat of the Union of the Mediterranean (UfMS), set out in Annex I to this Decision, and request the Secretariat to proceed towards its signature;

2. *Also approve* the Memoranda of Understanding (MoUs) between 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), between UNEP/MAP and the Permanent Secretariat of the Commission on the Protection of the Black Sea Against Pollution (BSC), and between UNEP/MAP and the Regional Organization for the Conservation of the Environment of the Red Sea and Gulf of Aden (PERSGA), set out in Annex II to this Decision, and *request* the Secretariat to proceed towards their signature;

3. *Endorse* the list of new and renewed MAP Partners, set out in Annex III to this Decision; *note with appreciation* the contribution of all partners to the work of the UNEP/MAP-Barcelona Convention system, and *encourage* the Secretariat to continue reaching out and working closely with partners to further strengthen and enhance collaboration and governance for the protection of the marine environment and coastal region of and promoting sustainable development in the Mediterranean;

4. *Approve* the amendments to the partner policy as set out in Annex V of the present Decision, amending Decision 19/6 on “*MAP/Civil society cooperation and partnership*”, so as to enlarge the scope to other stakeholders (such as scientific institutions/universities, intergovernmental organizations, private sector organizations), and to enable entities which do not have their headquarters or regional offices in the Mediterranean, but which have activities in the Mediterranean and actively contribute to the objectives of UNEP/MAP, to become MAP Partners;

5. *Authorise* UNEP/MAP Secretariat to hosting PAMEx Technical Secretariat with a view to maximizing mutual synergies and further implementation of the UNEP/MAP-Barcelona Convention, without any budgetary implications to MAP;

6. *Adopt* the updated Resource Mobilization Strategy, contained in Annex IV to this Decision, and its Appendix 1 providing indicative resource needs and potential donors and partners for the implementation of the UNEP/MAP MTS 2022-2027 and *request* the Secretariat and MAP Components to strengthen their efforts in mobilizing external resources needed for the effective implementation of biennial Programmes of Work and MTS 2022-2027;

7. *Urge* Contracting Parties and *invite* other relevant partner and donor organizations to support the implementation of the updated Resource Mobilization Strategy, in order to ensure adequate financial resources for the implementation of the UNEP/MAP Mid-Term Strategy 2022-2027 and associated Programme of Work;

8. *Agree* with the amendment of the ToRs of the Bureau as set out in Annex VI of the present Decision, in order to allow the possibility for the election of the Contracting Party representing the Presidency of the previous COP as a Bureau ex-officio member, to enhance continuity in the work of the Bureau;

9. *Request* the governments of MAP Components' Host Countries to rigorously implement the “Common Operational Principles for MAP Components” adopted at COP 22 (Decision IG.25/3) and ask them to proceed with staff recruitments in line with the recommendations adopted at COP 10 (as reflected in document UNEP(OCA)/MED IG.11/10) in particular when posts are covered totally or in part by the MTF;

10. *Request* the Contracting Parties and the Secretariat to further enhance efforts on gender mainstreaming and women empowerment taking into account relevant UNEP and national policies, as appropriate, including in the substantive delivery of the work of UNEP/MAP.

Annex I

**Updated Memorandum of Understanding (MoU) between UNEP/Mediterranean Action
Plan-Barcelona Convention Secretariat and the Secretariat
of the Union for the Mediterranean (UfMS)**

Annex I

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE UNITED NATIONS ENVIRONMENT PROGRAMME IN ITS CAPACITY AS
SECRETARIAT OF THE MEDITERRANEAN ACTION PLAN (UNEP/MAP)
AND
THE SECRETARIAT OF THE UNION FOR THE MEDITERRANEAN (UFMS)**

Hereafter collectively referred to as “the Parties” or individually as “Party”

WHEREAS UNEP/MAP 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, and which is the instrument for planning sustainable development in the Mediterranean. Through this Plan a dialogue has been established with all relevant Organizations in the region, more recently under the Mediterranean Strategy for Sustainable Development (MSSD) adopted at Ministerial level by the 14th Meeting of the Contracting Parties to the Barcelona Convention in Portoroz, Slovenia (COP14) (2005), as revised by COP 19 (2016);

WHEREAS, in this context, the Contracting Parties to the Barcelona Convention had adopted Regional Strategies, Actions Plans and Programmes as well as put in place regional structures including a consolidated system of focal points, the Coordinating Unit and six Regional Activity Centers,¹ which have a mandate for carrying out activities aimed at implementing the seven Protocols of the Barcelona Convention, the decisions of the Meetings of the Contracting Parties to the Barcelona Convention and its Protocols, and to facilitate implementation of the Mediterranean Action Plan (MAP II) and its Strategies;

WHEREAS the Paris Declaration adopted at the 17th Meeting of the Contracting Parties to the Barcelona Convention (Paris, France, 10 February 2012), welcomed the ongoing efforts to enhance cooperation between UNEP/MAP with the Secretariat of the Union for the Mediterranean (UfMS);

WHEREAS the Euro-Mediterranean Ministerial Conference on Environment (Cairo, 20 November 2006) took note of the Barcelona Convention, its Protocols and the Mediterranean Strategy for Sustainable Development, insisted on the need for a regional approach, increased cooperation and finance, and called for coordination in order to implement both the Horizon 2020 initiative for the depollution of the Mediterranean and the UNEP/MAP-Barcelona Convention Strategic Action

¹ 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, Blue Plan Regional Activity Centre (BP/RAC)-France, Priority Actions Programme Regional Activity Centre (PAP/RAC)-Croatia, 4. Specially Protected Areas Regional Activity Centre (SPA/RAC)-Tunisia, 5. Sustainable Consumption and Production Regional Activity Centre (SCP/RAC)-Spain and, 6. INFO/RAC-Italy

Program to combat pollution from land based sources (SAPMED), as well as complementary actions and programs contributing to environmental objectives and sustainable development in the Mediterranean.

WHEREAS the UfMS is mandated by the Heads of State and Government Joint Declaration of the Paris Summit for the Mediterranean (Paris, France, 13 July 2008) to give new impulse to the “Barcelona Process: Union for the Mediterranean” in terms of identification, follow-up, promotion of projects and the search for partners, and further elaborated by the Final Statement of Foreign Affairs Ministerial (Marseille, France, 4 November 2008);

WHEREAS the first Ministerial Conference of the Union for the Mediterranean (UfM) on sustainable urban development (Strasbourg, France, 10 November 10th 2011) took note of the Barcelona Convention, its Protocols and the Mediterranean Strategy for Sustainable Development, in Portoroz and, in the final declaration, the Ministers called for the elaboration of a UfM sustainable urban strategy, respecting the specific pace of economic social and environmental development of each State and entrusted the member States the task of elaborating the UfM Urban Development Strategy with the support of the-UfMS;

WHEREAS the large development of renewable energy and energy efficiency are of crucial importance to mitigate climate change and address energy challenges in the Mediterranean area, the Paris declaration has tasked the UfMS to “explore the feasibility, development and creation of a Mediterranean Solar Plan” (MSP). The UfM Member States have called upon the UfMS to coordinate the development of the MSP Master Plan in close cooperation with all the stakeholders. The MSP is aiming at boosting the development and deployment of renewable energy and energy efficiency technologies in the Mediterranean region through building up 20 GW capacities of RE by 2020. The MSP is a regional sectorial initiative which could contribute to the Mediterranean Strategy for Sustainable Development.

WHEREAS both Parties, the UNEP/MAP, with its legal, policy- setting and technical responsibilities, and UfMS, with its inter-ministerial political structure and mandate to work as the focal point for multi-source funding of projects in the framework of the UfM, are complementary and share common objectives with regard to the reduction/elimination of pollution as well as promoting sustainable development, and wish to collaborate to further achieve 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 at enhancing impact and increasing synergies and developing their cooperation and effectiveness to achieve common objectives in the field of the protection of marine and coastal environment as a contribution to sustainable development in the Mediterranean.

THE PARTIES, HAVE AGREED TO COOPERATE UNDER THIS MEMORANDUM OF UNDERSTANDING AS FOLLOWS:

Article 1

Purpose

1. The purpose of this MoU is to provide a framework of cooperation between the Parties to further achieve the shared goals and objectives of their Contracting Parties and Members in regard to pollution prevention and control of Mediterranean coastal and marine waters, protection of biodiversity and ecosystems; Integrated Coastal Zone Management (ICZM) including Urban Development and other fields related to sustainable development and particularly Sustainable Consumption and Production (SCP), sustainable use of water, renewable energy and energy efficiency, in their fields of competence in line with their respective mandates.
2. This MoU seeks to further harmonize the activities of the Parties, take advantage of their expertise, high level and ministerial meetings to mutually support their respective initiatives and processes, optimize the use of resources and avoid duplication, while ensuring the complementarity in the actions taken, in order to increase the value added of the final outcome.

Article 2

Scope

1. The Parties shall work together, to the extent possible, within the remit of their objectives mandates and their respective regulatory framework, for the implementation of the activities undertaken pursuant this MoU. The areas of cooperation for this MoU are defined in Article 1(1).
2. Areas of cooperation are agreed jointly in accordance with the Articles of this MoU and its Annex to enable the Parties to respond to current and newly emerging issues in the realm of the shared goals and objectives as stated in Article 1(1) in accordance with the decisions of the governing bodies of the Parties. Annex 1 enumerates an indicative list of activities that are envisaged in each area of cooperation as a basis for organizational arrangements of Article 3.
3. The areas of cooperation will be revised as appropriate, to be in line with those decisions of the governing bodies of the Parties that might have a bearing on their respective mandates.
4. Specific activities will be identified and carried out on the basis of a separate legal instrument pursuant to Article 3(4). In identifying specific areas of cooperation due regard will be given to both Parties' geographic coverage, capacity for implementation and experience in the related field.

Article 3

Organizational arrangements and Consultations

1. The Parties shall hold bilateral consultations on matters of common interest, whenever deemed appropriate by both Parties, in accordance with an agenda agreed in advance by them, aiming also at the development/review of their collaborative activities. In following three items should be examined at the occasion of regular consultations:
 - a) review progress in the work by the Parties in implementing the MoU;
 - b) technical and operational issues related to furthering the purposes of the MoU; and,
 - c) identify future actions and responsibilities, to ensure efficient planning for the implementation of the MoU.

2. Both Parties will identify one overall focal point within their internal organizational structure to coordinate cooperation, monitor joint activities and be informed of progress and exchanges at expert level. In addition, the Parties shall encourage bilateral meetings at desk-to-desk level and set up on an ad hoc basis as deemed necessary by them to address priority matters related to the areas of cooperation under this MoU for the implementation of activities in specific areas, countries and regions and to develop and monitor collaborative actions. The Parties will also consider the possibility of collaborative activities such as conferences, missions, etc.
3. Where the Parties convene a meeting at which policy matters related to this MoU will be discussed, the Parties, as appropriate, invite each other as observers.

Article 4 Fundraising

1. In implementing activities, projects and programmes in the agreed priority areas, the Parties shall execute separate legal instruments in writing and signed by the authorized representatives of the Parties, appropriate for the implementation of such initiatives.
2. 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.
3. Nothing under this MoU imposes financial or contractual obligations upon either Party. Any financial commitments of the Parties must be reflected in writing and signed by the Parties as stated in Article 4 (1) in a specific separate legal instrument, taking into account the relevant administrative and financial rules and procedures applicable to the Parties.

Article 5 Project labeling and replication

Within the scope of the Parties' respective regulatory framework the Parties shall endeavor to work jointly towards:

1. Identifying, within countries that are both Contracting Parties to the Barcelona Convention and members of the UfM, projects that could meet the UfM requirements for labeling and that are aligned with the objectives and obligations of the Barcelona Convention and its Protocols and the UNEP/MAP Programme of Work in line with UNEP/MAP Programme of Work;
2. Identifying on-going actions or partners which could join other promoters in the phase before labeling and carry out activities which will support promoters in implementing the labeled projects. This could come in the form of exchanging information and/or participating in events or meetings organized by UNEP/MAP-or UfMS;
3. Supporting the replication of successful projects, undertaken by UNEP/MAP or other actors, in other Mediterranean countries applying a regional dimension;
4. Enhancing visibility and raise awareness about the Barcelona Convention activities and initiatives among UfM political and technical bodies that participate in the labeling process and about UfM priority projects or objectives which contribute to the Barcelona Convention among the UNEP/MAP-Barcelona Convention focal points, as well as through each other specific programmes or projects, participating in advisory working groups or Steering Committees, as need be.

5. All projects submitted for labeling, implementation or replication which originates from the policy, management or technical activities of the other Party should clearly identify the Party from which the project or initiative originates.

Article 6 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 its personnel. The Parties shall entertain no claims and have no liability whatsoever in respect thereof.
3. 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 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 8 Official emblems and logos

1. Neither Party shall use the name, emblem or trademarks 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 Parties name or emblem, or any abbreviation thereof, be granted for Commercial purposes.

Article 9 Intellectual Property Rights

1. 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 for the implementation of activities and projects related to this MOU.

Article 10 Confidentiality

1. The handling of information will 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 will 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, will not be considered a disclosure to a third party, and will 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 will 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.
2. The UFMS Secretariat shall indemnify, hold and save harmless and defend at its own expense, the UN, UNEP and/or UNEP/MAP, 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 UfMS.

Article 12 Notification and Amendments

1. Any communication addressed to either Party in connection with this MoU shall be in writing and shall be sent to the following addresses:

For UNEP/MAP

UNEP/MAP – Barcelona Convention
Secretariat 48, Vassileos Konstantinou
Avenue
Athens 11635, Greece

For the UfMS

Secretariat of the Union for the
Mediterranean Palacio de Pedralbes - C/
Pere Duran Farell, 11 08034 Barcelona
Spain

2. Each Party shall notify the other in writing, within 3 months of any proposed or actual changes that it deems necessary for this MoU.
3. 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 12 (2).

4. This MoU may be amended only by mutual agreement of the Parties reflected in writing, which shall be considered as an integral part of this MoU.

Article 13 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 Articles of this MoU.
2. This MoU represents the broad understanding between the Parties and supersedes all prior MOUs, communications and representations, whether oral or written, concerning the subject matter of this MoU.

Article 14 Termination

1. Either Party may terminate this MoU by giving three months' 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 ongoing activities.
2. Upon termination of this MoU, the rights and obligations of the Parties defined under any other legal instrument executed pursuant to this MoU will cease to be effective.
3. Any termination of or withdrawal from the MoU will be without prejudice to (a) the orderly completion of any ongoing activity and (b) any other rights and obligations of the Parties defined accrued prior to the date of termination or of its withdrawal under this MOU or any other provision of a specific legal instrument executed pursuant to this MoU.

Article 15 Duration

1. This MoU will be effective upon the last date of signature of the authorized representatives and remain in force three years from this date. Such term might be extended by written agreement among the Parties, subject to such evaluations the Parties deem appropriate and by mutual agreement among the Parties, unless terminated in accordance with Article 13 above.

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

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

**For United Nations Environment
Programme**

**For the Secretariat of the Union for
the Mediterranean**

Name:
Title:
Date: _____

Name:
Title:
Date: _____

Appendix 1

Indicative List of Activities relating to the envisaged areas of cooperation within the framework of this MoU

The indicative list of activities below takes into consideration most relevant and recent processes on Environment and Sustainable Development at global and Mediterranean regional levels including the 2030 Agenda for Sustainable Development (2030 Agenda) and its Sustainable Development Goals (*SDGs*), the Paris Agreement adopted in 2015 under the UN Framework Convention on Climate Change (UNFCCC), and the Strategic Plan for Biodiversity 2011-2020 and its Aichi Biodiversity Targets as well as the Post-2020 Global Biodiversity Framework under the UN Convention on Biological Diversity (CBD). Regarding the regional Mediterranean level, the activities are inspired by the Ministerial Declarations adopted by the Contracting Parties to the Barcelona Convention, and especially the Naples Ministerial Declaration of 2019 and the Antalya Declaration of 2021, the Declarations of the Union for the Mediterranean Ministerial Meetings, as well as the key findings and policy messages of relevant policy-oriented assessments studies, such as the 2020 Report on the State of the Environment and Development (SoED) and the First Mediterranean Assessment Report (MAR1) by the Mediterranean Experts on Climate and environmental Change (MedECC). The Parties, in implementing these activities are inspired by their mandates, Medium-Term Strategies and Programmes of Work adopted by their respective Contracting Parties/Member States.

Pollution including marine litter prevention and control of Mediterranean coastal and marine waters

- 1.1 Cooperate as far as possible and if applicable according to the respective mandates, capacities, and resources in
 - updating and implementing the National Action Plans (NAPs) and the Regional Plans containing legally binding measures and timetables regarding the elimination of pollution from sectors of activity, including marine litter management, adopted under the Protocol to the Barcelona Convention for the Protection of the Mediterranean Sea against Pollution from Land-Based Sources and Activities (LBS Protocol), as well as in their potential update and assessment through NAPs/H2020 indicators:
 - advancing the UfM GreenerMed Agenda and implementation plan together with the UfM Road Map for the implementation of Blue economy and related reporting and monitoring mechanisms

- 1.2 jointly develop a strategic vision of the priority projects needed to achieve regional commitment of a healthy and clean Mediterranean for a Greener Med, including among others and if conditions apply:
 - Collaborate in supporting capacity building initiatives and activities to countries with regard to projects formulation and implementation and promoting best results/practices dissemination and replication.
 - Cooperate in supporting countries of the Mediterranean to assess the status of implementation and or update the list of priority projects in the investment portfolio of regional interests.
 -

- Cooperate in establishing a sustainable joint monitoring system and follow up of the status of funding and implementation of investment projects related to pollution control and reduction in the Mediterranean and their concrete impacts on the ground.
 - Exchange on a regular basis data and information on the list of the above-mentioned projects funded or likely to be funded according to technical reporting modalities agreed between both parties.
- 1.3 Identify ongoing actions or partners, which could join other promoter's activities and receive their contribution to help the promoters implementing projects of regional interest, such as integrated priority projects tackling pollution hot spots, leading to possible projects towards UfM labeling and UNEP/MAP support;
- 1.4 Cooperate on the Mediterranean Strategy for the Prevention of, Preparedness, and Response to Marine Pollution from Ships, the Mediterranean Ballast Water Management Strategy, and the Mediterranean Offshore Action Plan, through the identification and implementation of projects. This could be done, inter-alia, by the promotion of studies and projects aimed at answering to the constant increase in shipping activity and achieve the objective to protect the marine environment in the Mediterranean region by reducing impacts from ships, by preventing, preparing and responding to marine pollution from ships.

2. Marine and Coastal Ecosystems and Biodiversity Protection in the Mediterranean region

- 2.1 Cooperate in supporting implementation of regional and national measures which the Mediterranean countries have identified as a priority to advance implementation of the 11 Ecological Objectives of the Ecosystem Approach to human activities in the Mediterranean under the Barcelona Convention including:
- UNEP/MAP Ecosystem Approach Roadmap.
 - the Integrated Monitoring and Assessment Programme of the Mediterranean Sea and Coast and Related Assessment Criteria (IMAP).
- 2.2 Contribute and support the establishment, strengthening and expansion of Marine Protected Areas (MPAs) and Specially Protected Areas of Mediterranean Importance (SPAMIs) in the framework of the UNEP/MAP and the Protocol to the Barcelona Convention on Specially Protected Areas and Biological Diversity (SPA/BD Protocol) and in the context of the Post-2020 Global Biodiversity Framework, including through projects (establishment and management, capacity-building, monitoring, trust fund).
- 2.3 Cooperate in supporting the implementation of regional and national strategic actions provided for in the Post 2020 SAP BIO and the Post-2020 Strategy for MCPAs and OECMs in the Mediterranean, adopted in 2021 under the Barcelona Convention.

3. Urban development, Integrated Coastal Zone Management (ICZM) and Marine Spatial Planning (MSP)

- 3.1 Cooperate to promote the Barcelona Convention Protocol on Integrated Coastal Zone Management in the Mediterranean (ICZM Protocol) implementation and MSP for enhancing the sustainable use of marine and coastal resources in the context of the sustainable development in the Mediterranean coastal zones, building on the experience

gained and tools developed in the framework of the UNEP/MAP- and other organizations as appropriate;

- 3.2 Cooperate to conclude and make operational, the UFM Guidance framework for sustainable Euro-Mediterranean cities and territories for decision-makers and practitioners;
- 3.3 Develop a set of recommendations on how to shape urban development by enabling a shared perspective in urban and territorial strategies, taking into consideration the Barcelona Convention and its protocols, particularly for the implementation of the ICZM Protocol and Action Plan.

4. Other fields related to Sustainable Development, including Blue Economy, Circular Economy, Sustainable Consumption or Production (SCP), Climate Change, Renewable Energy and Energy Efficiency and Information and Communication:

4.1 Cooperate to promote and further advance the implementation of the Mediterranean Strategy for Sustainable Development (MSSD) and its Flagship Initiatives; as well as the GreenerMed Agenda and implementation plan together with RoadMap for the implementation of the UfM Ministerial on Blue Economy;

Contribute to the, implementation and monitoring of the Mediterranean Strategy for Sustainable Development (MSSD), including through the Mediterranean Sustainability Dashboard and SCP Indicators, as well as the reporting and monitoring mechanism set in place within the the GreenerMed Agenda and implementation plan together with RoadMap for the implementation of the UfM Ministerial on Blue Economy.

4.2 In the field of energy and climate change:

- Continue to jointly promote and support the independent network of Mediterranean Experts on Climate and environmental Change (MedECC) and its work, towards a more robust regional Science-Policy Interface (SPI) and support platform in order to reach constructive and representative implication of regional and national policymakers, taking into account that scientists' and experts' voluntary engagement is contingent on good interfacing with policymakers, including through adequate financial support from supporting institutions and the officialization and/or institutionalization of the network.

- Cooperate on methodologies, studies, analysis and economic evaluations to increase the share of marine and coastal renewable energy sustainably used in the Mediterranean and take this progress into account in updating and implementing the Mediterranean Strategy on Sustainable Development;

- Take full advantage of available. Voluntary carbon credits for nature-based solutions to help deliver the Paris Agreement goals by fostering supply-side incentives and ensuring that emissions reductions are accompanied by positive results for communities; Promote innovative finance tools to support the deployment and scaling up of renewable energy and energy efficiency projects in the Mediterranean area.

- Continue to promote adaptation to climate change in the Mediterranean region by increasing resilience of coastal areas to climate change, through nature-based solutions, such as maintaining or restoring coastal wetlands, mangroves, sand dunes and salt

marshes that help stabilize shorelines and act as a natural barrier against sea level rise.

4.3 In the field of Blue Economy, Circular Economy and Sustainable Consumption and Production (SCP):

- Cooperate in the implementation of the commitments undertaken by the Mediterranean countries, including the; commitments emerging from the UfM Ministerial on Environment and Climate Change and the ones related to the Ministerial on Blue Economy; the obligations of the Barcelona Convention and its Protocols, to implement common regional priorities to shift to a Sustainable Blue Economy, Sustainable Consumption and Production and circular economy approaches; including direct actions of both organizations on non-single use of plastics and preventing plastic pollution;
- Cooperate in the support to Mediterranean countries in mainstreaming SCP at regional level and implement it in their national context according to the existing SCP Plans.

4.4. In other fields:

- Collaborate in enhancing public information, awareness-raising, communication and advocacy, through joint initiatives and activities;
- Follow-up and collaborate in mobilizing external resources for Mediterranean countries to foster and implement priorities and commitments of both organizations at the regional and national levels.

Annex II

Memoranda of Understanding Between UNEP/Mediterranean Action Plan-Barcelona Convention Secretariat (UNEP/MAP) and other organizations, namely:

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

(b) The Permanent Secretariat of the Commission on the Protection of the Black Sea Against Pollution (BSC),

The Regional Organization for the Conservation of the Environment of the Red Sea and Gulf of Aden (PERSGA)

MEMORANDUM OF UNDERSTANDING

between

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

and

The 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 UNEP/MAP 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 Centers², 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;

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 area;

WHEREAS UNEP/MAP and ACCOBAMS Secretariat (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 14th 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;

² 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 18th Ordinary Meeting of the Contracting Parties to the Barcelona Convention (Istanbul, 3-6 December 2013) welcomed the steps taken by UNEP/MAP for the initial discussions regarding a cooperation agreement with ACCOBAMS, and requested UNEP/MAP to finalize the agreement;

WHEREAS several UNEP/MAP 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 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;

RECALLING that UNEP/MAP and the ACCOBAMS Secretariat have concluded a Memorandum of Understanding on 11 February 2016, identifying areas of common interest;

THEREFORE, UNEP/MAP-Barcelona Convention and THE ACCOBAMS SECRETARIAT HAVE AGREED TO COOPERATE UNDER THIS MEMORANDUM OF UNDERSTANDING (MoU), AS FOLLOWS:

Article 1 Interpretation

1. References to this Memorandum of Understanding 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, will be based on appropriate legal instruments agreed 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 purpose of this MoU, as reflected in Article 3 below.
4. Any Party’s failure to request implementation of a provision under 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 6 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 for cooperation and understanding, and to facilitate collaboration between the Parties so to further their shared goals and objectives in regard to the conservation of marine environment and ecosystems in their respective fields of competence.
2. The objectives of this MoU shall be achieved through:
 - a. A regular dialogue and meetings between UNEP/MAP and the ACCOBAMS Secretariat;
 - b. the implementation of appropriate legal instruments between the Parties in order to plan and implement the necessary activities relevant to this cooperation, including through projects and programmes pursuant to Article 1.2.

Article 4

Areas of Cooperation

1. The areas of Cooperation are jointly agreed through the cooperation mechanism foreseen in this MoU. Policies and priorities under this MoU may be jointly updated by the Parties pursuant to its Article 5, so to allow the Parties to respond to emerging issues in the realm of environment and sustainable development.
2. The Parties have agreed to the following preliminary overarching cooperation areas under this MoU, which form part of UNEP/MAP's mandate and programme of work, and have been approved by Ordinary Meetings of Contracting Parties to Barcelona Convention. The areas of cooperation listed below are covered by the priority activities for ACCOBAMS, in accordance with their mandate and Programme of Work.
 - 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 approach 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, awareness-building, etc.).
3. The above list is not exhaustive and should not be interpreted to exclude or replace other forms of cooperation between the Parties on other issues of common interest. The details on the activities to be developed under the areas of cooperation indicated above are included in, but not limited to, the

Annex to this MoU, which shall be reviewed by the Parties every (2) years in order to adapt it to the priority activities and to any new guidance that may be decided by their respective governing bodies.

4. Specific activities may be identified and will be carried out on the basis of appropriate legal instruments established between the ACCOBAMS Secretariat and UNEP/The ACCOBAMS Secretariat and UNEP/MAP 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.
5. The present MoU seeks to consolidate and intensify cooperation between the Parties and to strengthen regional synergies. In this context, ACCOBAMS Secretariat and UNEP/MAP- will inform each other of their respective activities linked to their cooperation framework, and of their capacity-building related initiatives so as to strengthen a permanent cooperation, including through their websites.

Article 5 Organization of the Cooperation

1. The Parties shall hold bilateral meetings on matters of common interest, in accordance with an agreed agenda between the Parties, for the purpose of streamlining 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 a year, through face-to-face or remote meetings. Consultations will include a discussion of technical and operational issues related to furthering the objectives of this MoU
2. In implementing activities, projects and programmes linked to the agreed priority areas, the Parties shall follow a separate legal instrument appropriate for the implementation of such initiatives, in accordance with Article 1.2 above. In identifying cooperation areas under this MoU, due regard shall be given to ACCOBAMS' and UNEP/MAP's 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 provide an update on relevant policy matters discussed at the meeting.
4. The ACCOBAMS Secretariat and UNEP/MAP will inform their relevant governing bodies every 2 years on progress made in implementing this MoU
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 agreed and signed by both Parties, 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 hosting joint training activities and/or information sessions.

Article 6 Status of the Parties and their Personnel

1. While confirming their strong willingness to cooperate and, to the extent possible, to create

synergies in the implementation of their respective activities, the Parties acknowledge and agree that they are separate and distinct entities and that ACCOBAMS Secretariat is separate and distinct from the United Nations and UNEP.

2. 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.
3. 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 Article 2, the Parties may engage in fundraising from 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 prior express written approval of the other Party.

Article 8 Intellectual Property Rights

1. Nothing in these 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 should be created in relation to a particular activity, project or programme to be carried out under this MoU, the Parties shall agree the respective terms of ownership and use through a 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 the authorization of the UN, UNEP and/or UNEP/MAP name or emblem be granted for commercial purposes or for use in any manner that suggests an endorsement by UN/UNEP and/or UNEP/MAP of ACCOBAMS products, business practices or services.
2. ACCOBAMS Secretariat acknowledges being aware of the independent, international and impartial status of the UN, UNEP and/or UNEP/MAP, and recognizes that their names and emblems cannot 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.
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 that 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 shall 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. ACCOBAMS Secretariat 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, in case of any wrongdoing or omissions attributable to ACCOBAMS Secretariat.

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 Article 13.1 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 six (6) months' prior written notice to the other Party.
2. Upon termination of this MoU, the rights and obligations of the Parties defined under any 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 both Parties, in writing, of its wish, providing its reasons and intended contributions. Following mutual consultations, should both Parties agree in writing to the requesting entity's accession to the MoU, UNEP/MAP and ACCOBAMS Secretariat, acting on behalf of the other Parties, shall jointly accept the accession of the requesting entity to the MoU, as an additional Party, through exchange of letters.

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

For UNEP/MAP-Barcelona Convention

Name:

Date:

For the ACCOBAMS Secretariat

Name:

Date:

Annex

ACTIVITIES RELATING TO THE COOPERATION AREAS OF THIS MoU

1. Promotion of ecosystem-based approach 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

- To contribute to the formulation of a regional strategy based on agreed indicators and reference points (ecological, biological, etc.) so to monitor the status of the marine environment and ecosystems, and that of marine living resources by providing specific recommendations, in particular regarding underwater noise;
- To cooperate in undertaking assessments of the state of marine environment and ecosystems and marine living resources, including in relation to the impacts of fisheries, marine litter and offshore activities on marine environment, taking into account the socio economic aspects;
- To collaborate in developing key regional strategies to integrate the environment protection component into social and economic development, especially in relation to maritime traffic, underwater noise-producing activities and fisheries;
- To collaborate in the elaboration, including external fundraising, of joint projects for the implementation of activities of common interest in relation to this MoU;
- To strengthen scientific advice on issues of common interest, including the negative effects of pollution in the marine environment and ecosystems, and on marine living resources, in particular noise pollution and destructive fishing gears;
- To 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.);
- To 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);
- To 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 like training programmes, dissemination of relevant information, building awareness.

- To 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.

MEMORANDUM OF UNDERSTANDING BETWEEN

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

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 in its capacity as Secretariat of the Mediterranean Action Plan (UNEP/MAP)

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) 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 18th 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 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) 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 Türkiye, expressed in several

fora, in its capacity as a Party to both Conventions, on facilitating this Memorandum of Understanding;

WHEREAS 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;

RECALLING that UNEP/MAP-and the BSC PS have concluded on 11 February 2016 an MOU, which was expired by the end of December 2021,

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 the end of December 2028, 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 ecosystem-based approach and in particular facilitation of implementation of other relevant environmental legislation, i.e., UNEP/MAP Integrated Monitoring and Assessment Programme (IMAP), Black Sea Integrated Monitoring and Assessment Program (BSIMAP), EC Marine Strategy Framework Directive (MSFD), at regional scale.
 - b) Assessment of State of the Environment and quality status report, including indicators development underpinning this assessment.
 - c) Collection, assessment and exchange of information regarding implementation of Integrated Coastal Zone Management (ICZM), biodiversity and land-based sources and activities protocols.
 - d) Promote awareness raising, and joint action against plastic pollution and marine litter using Circular Economy and Sustainable Consumption and Production (SCP); legal, institutional and policy related cooperation.
 - e) Development of capacity building activities (e.g., joint projects, training programmes, dissemination of relevant information, building awareness, etc.).
 - f) Collaboration to promote Marine Spatial Planning and ICZM tools, as well as the establishment and sustainable management of Marine Protected Areas (MPAs) and other Area Based Management Tools (ABMT).
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 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 every two years.
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

5. 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.
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 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.
2. BSC PS 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, demand and liability of any nature or kind, which may arise in relation to this MoU due to any actions or omissions attributable to BSC PS.

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 United Nations Environment Programme

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

Name:

Name:

Date:

Date:

**MEMORANDUM OF UNDERSTANDING
BETWEEN**

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

AND

**The Regional Organization for the Conservation of the Environment of the Red Sea and the Gulf of
Aden (PERSGA)**

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) 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 Centers¹, 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 Regional Organization for the Conservation of the Environment of the Red Sea and the Gulf of Aden (hereinafter referred to as (PERSGA), an intergovernmental body based on the 1982 Jeddah Convention and established in 1995 under the umbrella of the Arab League, is responsible for the development and implementation of regional programmes for the protection and conservation of the ecosystem and biological diversity of the Red Sea and the Gulf of Aden, prevention and control of maritime pollution and for supporting sustainable development. The member states of the Jeddah Convention are: Djibouti, Egypt, Jordan, Saudi Arabia, Somalia, Sudan and Yemen;

RECALLING that Barcelona Convention UNEP/MAP and PERSGA have concluded on 15 June 2003 an MOU, which was expired by the end of December 2004.

NOW, THEREFORE, UNEP/MAP AND THE PERSGA 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 and coastal environment in their fields of competence.
2. The objectives of this MoU shall be achieved through:
 - a. Regular dialogue and meetings between UNEP/MAP and the PERSGA;
 - 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. The Parties have agreed to the following preliminary and overarching areas of cooperation for this MoU:

Under the present MOU, UNEP/MAP and PERSGA may cooperate on a bilateral basis for the mutual exchange of experience in any or all of the following fields of study or management:

- a. Biodiversity and marine protected areas
 - b. Maritime pollution and contingency planning
 - c. Integrated coastal zone management
 - d. Marine pollution monitoring and assessment
 - e. Oceanography and seabed mapping
 - f. Climate change
 - g. Legislation and enforcement (related to the marine and coastal environment)
 - h. Control of Land Based Activities
 - i. Capacity Building
 - j. Fisheries and Aquaculture
2. 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.
 3. Specific activities may be identified and will be carried out on the basis of separate legal instruments established between the PERSGA and UNEP/MAP.
 4. The PERSGA and UNEP/MAP 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.
 5. This MoU seeks to consolidate and intensify cooperation between the Parties and to strengthen regional synergy. In this context, PERSGA and UNEP/MAP 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 PERSGA and the UNEP/MAP
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 PERSGA' and the UNEP/MAP's-UNEP/MAP 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 PERSGA and UNEP/MAP will inform their relevant governing bodies on the progress made in implementing this.
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 PERSGA is separate and distinct from the United Nations and UNEP. The employees, personnel, representatives, agents, contractors, affiliates or Partners of the PERSGA, including the personnel engaged by the PERSGA 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 PERSGA. 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 name or emblem be granted for commercial purposes or for use in any manner that suggests an endorsement by UNEP/MAP of PERSGA products, business practices or services.
2. PERSGA acknowledges that it is familiar with the independent, international and impartial status of the UN, UNEP and/or 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, UNEP and/or UNEP/MAP.
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 PERSGA shall indemnify, hold and save harmless and defend at its own expense, the UN, UNEP and/or UNEP/MAP, 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 PERSGA.

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 and PERSGA 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
United Nations Environment Programme

For
Regional Organization for the
Conservation of the Environment of
the Red Sea and Gulf of Aden

Name:

Name:

Date:

Date:

Annex III

List of Renewed and New MAP Partners

LIST OF RENEWED MAP PARTNERS

The following institutions accredited as MAP Partners are renewed for a six year-period:

- Youth Love Egypt
- Mohammed VI Foundation for Environmental Protection
- FISP MED Onlus
- University of Siena – SDSN (Sustainable Development Solution Network)

LIST OF NEW MAP PARTNERS

The following institutions are accredited as new MAP Partners:

- Turkish Shipbuilders' Association (GISBIR)
- Ankara University National Center for the Sea and Maritime Law (DEHUKAM)
- Enaleia
- Siracusa International Institute for Criminal Justice and Human Rights (SII)
- Zoï Environment Network (Zoï)
- Agreement on the creation of a marine mammals Sanctuary in the Mediterranean Sea (Pelagos Agreement)
- European Boating Industry (EBI)
- Euro-Mediterranean Economist Association (EMEA)
- European Bureau for Conservation and Development (EBCD)
- Cyprus Marine Environment Protection Association (CYMEPA)
- AMWAJ / REVOLVE Mediterraneo (AMWAJ)

Annex IV

Updated UNEP/MAP Resource Mobilization Strategy

1. Introduction

1. The 20th Ordinary Meeting of the Contracting Parties (COP 20) (Tirana, Albania, 17-20 December 2017), adopted the Updated Resource Mobilization Strategy (RMS) of UNEP/MAP, included in Annex III with Decision IG.23/5, which had a horizon period of ten years with the view to ensuring a full implementation of the Medium-term Strategy (MTS) 2016-2021 and taking a forward-looking step towards the implementation of the next MTS cycle (2022-2027), with emphasis on its first biennium.

2. With this same Decision, Contracting Parties also requested the Secretariat to further refine for consideration at COP 21 the Appendix to the Annex, to take account of the resources requirement for each strategic outcome, and the relevance of potential donors to each of these outcomes. In this respect, COP 21 took note of the “Refined Appendix to the Updated Resource Mobilization Strategy”, as set out in Annex VII to the Decision IG.24/2 on Governance.

3. COP 22 (Antalya, Türkiye, December 2021) adopted an important number of ambitious and forward looking regulatory and strategic instruments, in line with the MTS 2022-2027 priorities, including especially the new Regional Plans under the LBS Protocol, the Post-2020 SAP BIO and the Regional Strategy on MCPA and OECM, the Mediterranean Strategy for the Prevention of, Preparedness, and Response to Marine Pollution from Ships (2022-2031), the Ballast Water Management Strategy for the Mediterranean Sea (2022-2027) etc. The implementation of these instruments will require a considerable amount of external resources, in addition to the available core MTF funds of the system. The Post-2020 SAP BIO and the Regional Strategy on pollution from ships have developed and implemented in the first biennium of their timeframe (2022-2023) their dedicated funding strategies in consultation with and participation of key actors and potential donors, that should be used in mobilizing the needed resources for the implementation of these strategies.

4. This present RMS responds to the request by the Contracting Parties as included in the UNEP/MAP Medium-Term Strategy 2022-2027 to update the MAP Resource Mobilization Strategy for its implementation. The decision to update the RMS seeks to strengthen further the UNEP/MAP-Barcelona Convention system, to enable it to secure the required resources to fulfill its PoWs in their entirety, and to ensure that MAP Components could work to their full capacity, maintaining the main elements of the 2017 Resource Mobilisation Strategy which is still in effect, while also taking into consideration the ambitious objectives and expected outcomes of the UNEP/MAP MTS 2022-2027 and the financial needs for its full implementation.

2. Objectives

5. The RMS aims at ensuring that adequate funding is made available to support UNEP/MAP programmatic activities in the short and medium term on the basis of the MTS priorities. More particularly, the updated RMS has the following objectives:

- a. To establish clear directions for the mobilization of resources, coming from both traditional and non-traditional sources, for the full implementation of the PoW and to identify the main counterparts and potential donors;
- b. To define the needs and changes required to effectively mobilize resources, with a particular focus on those thematic areas of the mandate of UNEP/MAP that are most in need for external funding.
- c. To identify new/emerging financing needs and opportunities as well as new up-to-date funding mechanisms, taking into consideration the previous years' experience in the implementation of the current resource mobilization strategy, as well as the priorities and mandates under the new MTS 2022-2027.

3. Scope

6. The present RMS complements and updates the existing strategy while also extending its timeline that was originally set at 10 years, for an additional 6-year period, i.e. until 2032.

4. Overview of UNEP/MAP funding

7. UNEP/MAP is *in primis* financed by the Contracting Parties through the assessed contributions to the Mediterranean Trust Fund (MTF). Other sources of funding include discretionary contributions from the European Union and *ad hoc* voluntary contributions by other Contracting Parties, the Host Country contributions, project funding by the Global Environmental Facility (GEF) and the European Commission, and other *ad hoc* donors. The assessed contributions generally do not provide sufficient resources to fully meet the financial requirements of the biennial PoW, and therefore the effective implementation of the POW activities relies on the mobilization of external resources. The voluntary and project funding is in general secured on an *ad hoc* basis and takes considerable staff time and efforts for the Coordinating Unit (CU) and MAP Components to achieve tangible results.

a. Contracting Parties contributions (ordinary, voluntary, host country)

8. The contributions of the Contracting Parties, including the assessed ordinary, the EU discretionary and the host country contribution for the Coordinating Unit, are crucial for the implementation of the MAP MTS and PoWs, as they provide a stable and secure source of funding, ensuring the functioning of the system by covering the administrative costs, as well as allowing effective planning by supporting certain core activities. As regards the Regional Activity Centres (RACs), the contributions of the host countries, and of IMO in the case of REMPEC, represent a noticeable part of their funding.

9. From 2004 to 2016, the total assessed contributions remained unchanged. The Contracting Parties provided in 2016 a one-time 3% increase of their assessed contributions to assist with financial obligations for organizing and hosting the COP meetings, so as to enable all Contracting Parties to host a COP meeting. Since then, the total assessed contributions have not been increased. The contributions from the Contracting Parties do not seem to have kept up with the inflationary costs and with the growing MAP mandates. Therefore, a possible regular increase of the assessed contributions to the MTF should be considered, since these contributions provide the main guarantee for stable and predictable resources and demonstrate the continued commitment of Contracting Parties.

10. MAP has benefited on a regular basis from additional voluntary contributions of the Contracting Parties to support the implementation of the PoW. They include the two phases of Bilateral Cooperation Agreement between the Italian Ministry of Environment and Energy Security (MASE) and UNEP signed in 2016 and 2021 respectively, the Bilateral Agreement between the Ministry for Europe and Foreign Affairs of France and UNEP signed in 2022, which are excellent developments and a very good examples of voluntary funding in line with the MTS and fully integrated into the MAP PoWs, as well as the voluntary contribution from Türkiye for the implementation of the different editions of the Istanbul Environment Friendly City Award, and the voluntary contribution from Monaco to support communication coverage of last COPs. Until COP 19, voluntary contributions also included the expenses of organizing COP meetings, which were covered by the respective host country.

b. Additional sources of funding

11. The European Union (EU) and the Global Environment Facility (GEF) are, and are expected to remain significant contributors to the implementation of the MTS and the biennial MAP PoWs.

12. The EU has a number of funding mechanisms and resource streams available. UNEP/MAP has used to a large extent over the past twenty years such mechanisms, including the strategic partnership with UNEP, the participation in calls for tender/project proposals, and the direct contracts between

UNEP/MAP and the European Commission. While the Directorate-General (DG) for Environment has been and will remain a key partner, attention should be also played to important programmes and funding mechanisms existing under other EU DGs and services that could provide opportunities to meet the resource requirements, such as DG INTPA, and DG NEAR, as well as DG MARE DG REGIO, DG RTD, DG JRC and GD GROW.

13. UNEP/MAP has a long-standing strong collaboration with the Global Environment Facility (GEF), which dates back to 1997. Since then, GEF supported 3 considerable investments in the region including the 47 million USD “Mediterranean Sea Programme (MedProgramme): Enhancing Environmental Security”, approved in October 2016, now being implemented by UNEP/MAP and its executing partners, as well as the Fish EBM project having a total budget of 2,273,973 USD. It is important to maintain MAP engagement with GEF, and to seek further opportunities for funding, focusing on areas in which MAP has a comparative advantage or can build desirable partnerships, in line with its mandate and with the key priorities of the GEF-8, i.e. the Food Systems Integrated Program, the Ecosystem Restoration Integrated Program, the Circular Solutions to Plastic Pollution Integrated Program, and the Clean and Healthy Ocean Integrated Program - Focus on agricultural run-off and wastewater from municipal settlements.

14. With regards to alternative sources of funding, MAP has benefitted from interaction with large environmental foundations, such as the MAVA Foundation, which however closed in 2023 leaving a considerable gap in the external resources mobilized by MAP to be filled. Cooperation and partnership with the private sector needs to be further strengthened, building on the current practices, e.g. the cooperation with the oil and gas industry through REMPEC, in order to explore this form of cooperation on its full potential. New/innovative funding possibilities (such as social and development impact bonds/loans, crowdfunding, etc.) are not explored at the moment.

15. UNEP/MAP relations and collaborations with other key international organizations, such as the World Bank (WB), United Nations Development Programme (UNDP), Islamic Development Bank (IsDB), African Development Bank (AfDB), as well as the European Investment bank (EIB), and the European Bank for Reconstruction and Development (EBRD), should be further developed and strengthened, building on existing examples of successful cooperation, including through their invitation and engagement in regular donor conferences to be organized by MAP.

c. External resource gap analysis

16. Based on an analysis of external resources required for the implementation of activities per MTS Theme (Figure 1 provided in the 2017 RMS) and the two first biennia of the current MTS (Figure 2), it is shown that some Themes/ Programmes rely largely on external resources, including the four Thematic Programmes of the current MTS. It is also shown that for some Themes/Programmes, such as the ones related to LSI and SCP (Themes of the previous MTS) and Sustainable Resource Use (Programme of the current MTS) there is a good percentage of external resource mobilized at the time of PoW development, while for others, in particular, Climate Change in both MTS cycles, there is traditionally a need for a strengthened capacity of the system to mobilize external resources. For Themes/Programmes related to biodiversity and pollution, the share between secured and non-secured external resources varies across the biennia, but there is traditionally a satisfactory amount of secured external resources. The difference between the rate of securing external resources per Theme/ Programme depends also on the interest of donors to specific areas of activity.

17. While all Themes/Programmes have benefited from external funding, the status of external funding in relation to specific types of activities vary. Taking an overview of the few past Programmes of Work, it can be seen that governance-related activities are mainly covered by the MTF, while others appear to rely mainly/largely on external sources, including:

- Preparation of national strategies and action plans
- National implementation of action plans

- Awareness raising and outreach activities
- Monitoring, inventory and assessment
- Building of platforms/networking
- Technical assistance and capacity building, including support to ratification of legal instruments
- Cooperation and partnerships

18. The adoption of a structured MTS (Themes in 2016-2021 and Programmes in MTS 2022-2027) and the development of biennial PoWs based on the MTS, plays an instrumental role in supporting the preparation and validation of project documents and proposals for external fund raising. The Resource Mobilization Strategy enables a clear planning for attracting external funds to implement the PoWs and to ensure the streamlining of external funding to support MAP programmatic priorities.

19. In order to enable new opportunities and to enhance outreach to new donors and entities, the Contracting Parties’ support is essential for the diversification of the funding sources. It will enable the UNEP/MAP-Barcelona Convention system to widen its networks and partnerships with various entities and funding sources, broaden the outreach to foundations, private sector, and innovative financing mechanisms and explore novel ways to mobilize resources, such as setting up online website fundraising mechanisms to secure private donations and contributions. The organization of Donor Conferences, such as the one organized in the framework of the Resource Mobilisation Strategy of the Post 20202 SAPBIO including the Post-20202 Regional Strategy for MCPAs and OECMs are good examples to be further implemented.

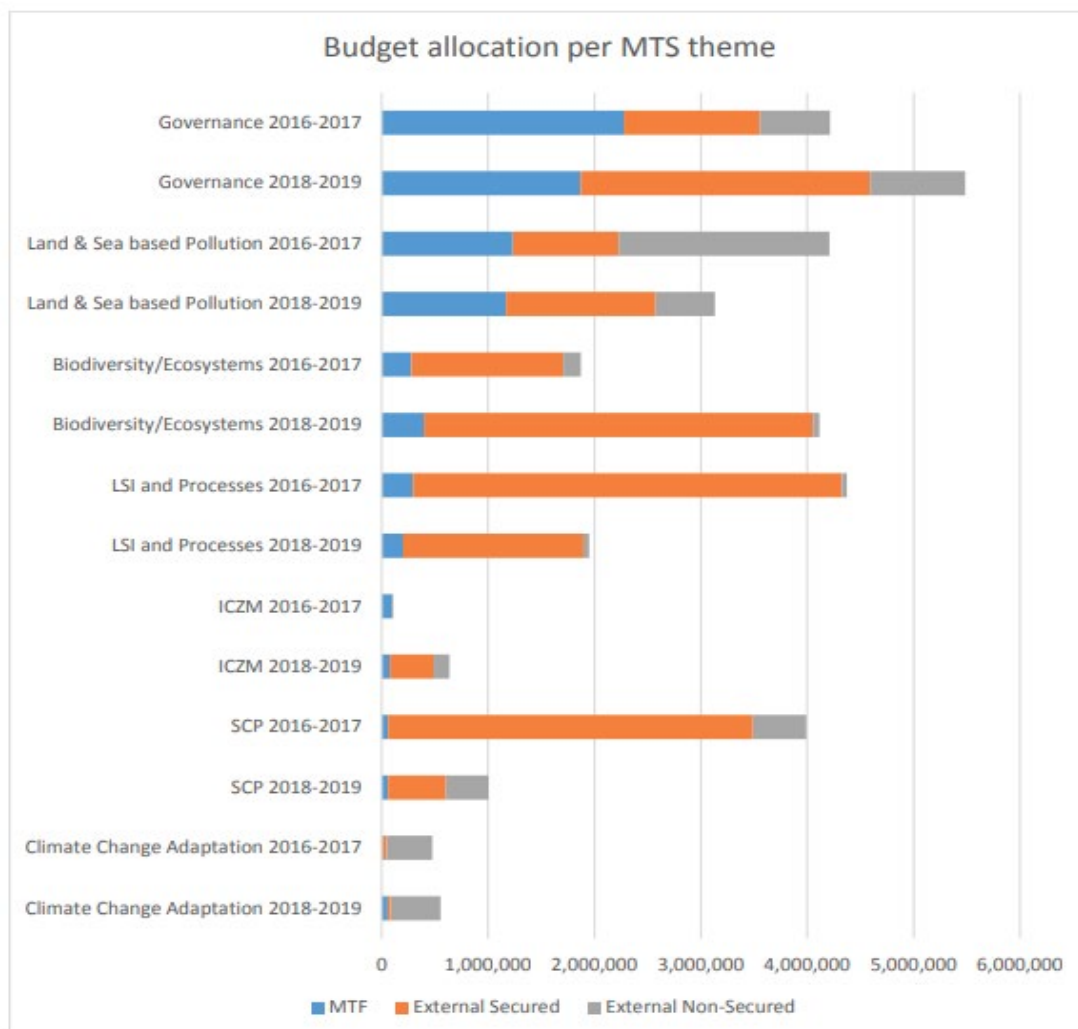


Figure 1. Budget allocation per MTS theme (2016/17 and 2018/19 PoW and Budgets)

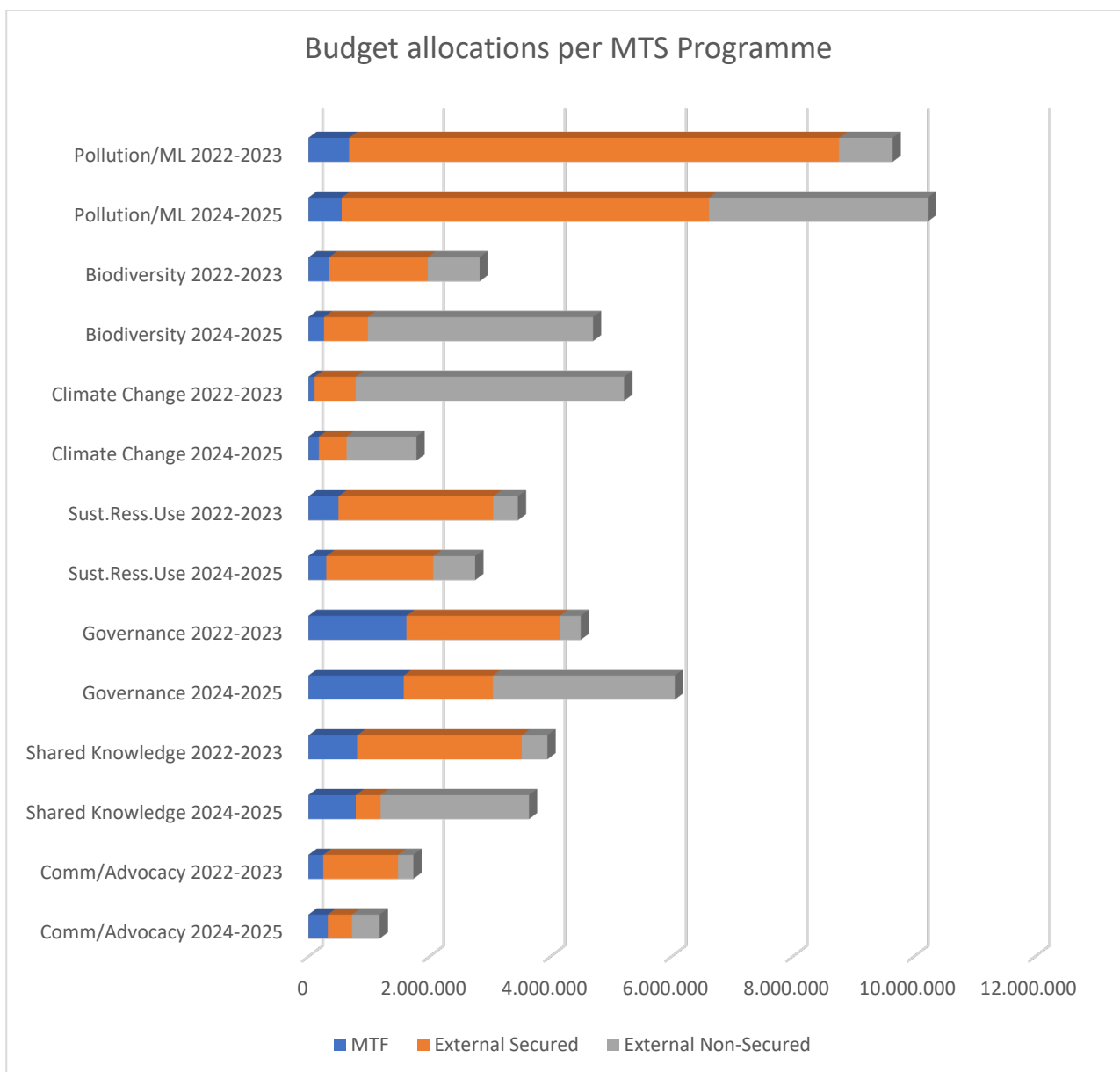


Figure 2. Budget allocations per MTS Programme in PoW 2022-2023 and (proposed) 2024-2025

5. External resource needs

20. The mandate of UNEP/MAP has increased significantly over time, addressing emerging issues of priority for the region. New or updated legal instruments, strategies and action plans have been adopted, whose implementation requires additional funding. The enlarged scope of action of MAP is reflected in the MTS, which are structured around seven different themes with a considerable number of strategic outcomes and outputs, aiming at achieving Good Environmental Status of the Mediterranean Sea and coast and contributing to the sustainable development of the region.

21. The scope of action of MAP was defined with the new MTS 2022-2027, which includes four thematic Programmes, on pollution and marine litter, on biodiversity and ecosystems, on climate change, and on sustainable use of natural resources, supported by one foundational Programme on governance and two enabling Programmes on monitoring and foresight, and on advocacy, communication and education. This new forward-looking MTS aims at addressing a number of new/emerging issues and topics, including LBS Regional Plans for sectors not traditionally regulated by MAP instruments (agriculture, aquaculture, sludge management etc.), new generation of transboundary CAMP, One Health approach, nature-based solutions, restoration of ecosystems, GHG emissions reduction, SOx/NOx Emission Control

Areas, sustainable blue economy including renewable energies, sustainable tourism, economic instruments and subsidies, digital transformation etc.

22. The Figure 3 below shows the progression of the budget per PoW since 2016 with the MTF remaining relatively stable especially since 2020-2021 biennium and the differences in the share between secured and non-secured external resources.

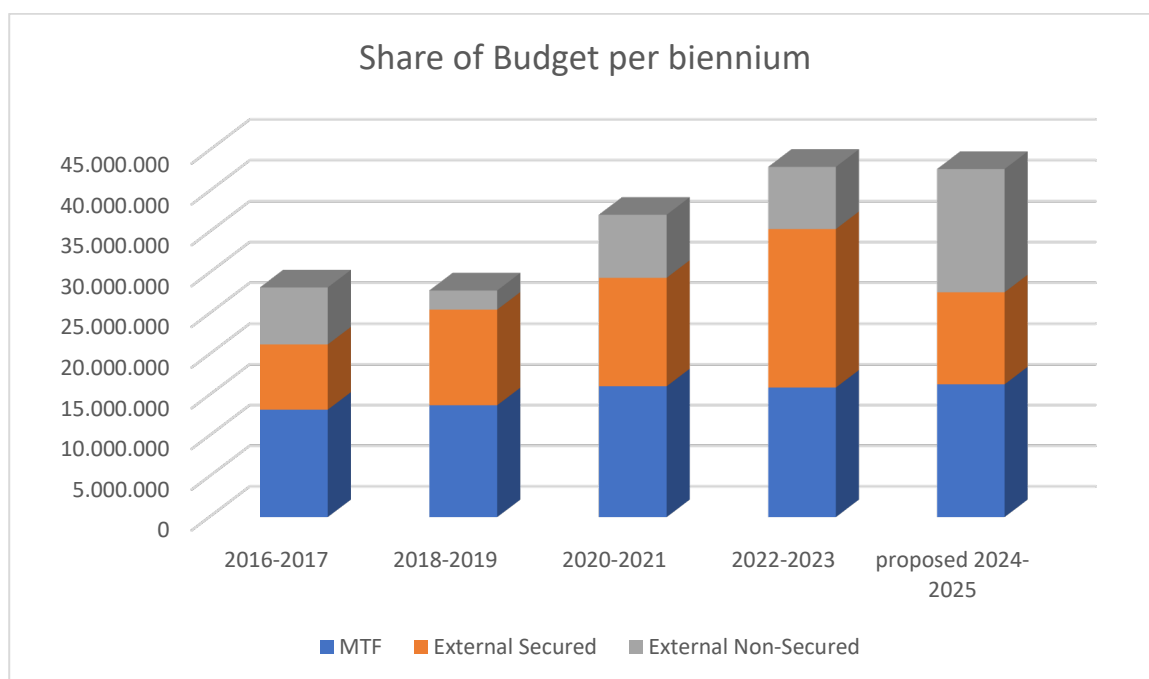


Figure 3. Share of Budget between MTF and external resources (secured and non-secured) at biennial level (2016-2017, 2018-2019, 2020-2021, 2022-2023, (proposed) 2024-2025)

23. The increased financial needs, as shown in the above Figure 3, have not been accompanied by a proportionally higher provision of resources through the assessed contributions by the Contracting Parties. As a result, the current allocation of assessed contributions (MTF) does not provide sufficient resources to fully meet the financial requirements of the biennial PoWs.

24. In 2022-2023 PoW for a total budget from MTF amounting to EUR 15.9 million (including use of MTF surplus) UNEP/MAP had mobilized at the time of the COP 22 additional resources amounting to EUR 19.4 million (7.6 million by the Secretariat and 11.8 million by the Components) and it required an additional amount of EUR 7.6 million for the full implementation of the PoW 2022-2023, large part of which was effectively mobilized during the biennium. In the proposed 2024-2025 PoW, for a total budget from MTF amounting to EUR 16.3 million (including use of MTF surplus), there is an amount of EUR 11.3 million of external resources secured to date, and an amount of EUR 15 million not yet secured.

25. In regard to the resources marked as non-secured in the proposed 2024-2025 PoW and Budget, three new large-scale EU-funded projects have been mobilised by the Secretariat to support implementation of the next biennia (2024-2025 and to some extent 2026-2027), including the ECAP MED Plus, with a total budget of USD 2,486,000, the Marine Litter MED Plus, with a total budget of USD 1,356,000 and the SEMPA project with a total budget of EUR 4,390,779, which will support key areas of MTS implementation including on Ecosystem Approach Roadmap and IMAP implementation and revision, new/updated PoM/NAP, marine litter, biodiversity and MPAs, as well as SPI approach and regional cooperation, including with the MSFD and are pending formal approval, thus expecting to reduce the amount of external resources to be mobilized.

26. Resource mobilisation efforts in the next years will continue focusing on MTS Themes/Programmes and strategic outcomes that have been proven as the most dependant on external

resources, and especially on those outcomes for which external resources are difficult to be found and secured.

27. The strategic outcomes requiring the highest rate of non-secured external funding are those related to national implementation and compliance, thematic policy development, and capacity building activities.

28. The RMS is two-fold. It first aims at ensuring that the gap in 2024-2025 overall budget is filled through fund-raising actions specifically targeted on the activities for which external funding is not yet secured. Such actions are also relevant to the next, 2026-2027, biennial budget. The second objective of the updated RMS is to identify actions that would support the mobilization of external funding in the long run, i.e. setting the ground also for the coming MTS after 2027, in order to support the implementation of the MAP programmatic objectives and actions at large. In this regard, the updated RMS aims to enable the Secretariat to enhance engagement with existing donors, and build relations and outreach to new partners and funders.

29. The RMS proposes a diversification of resource flows from a variety of donors. Such an approach would also enable the Secretariat to broaden the visibility and recognition of UNEP/MAP-Barcelona Convention and enhance the support and collaboration with new partners and donors.

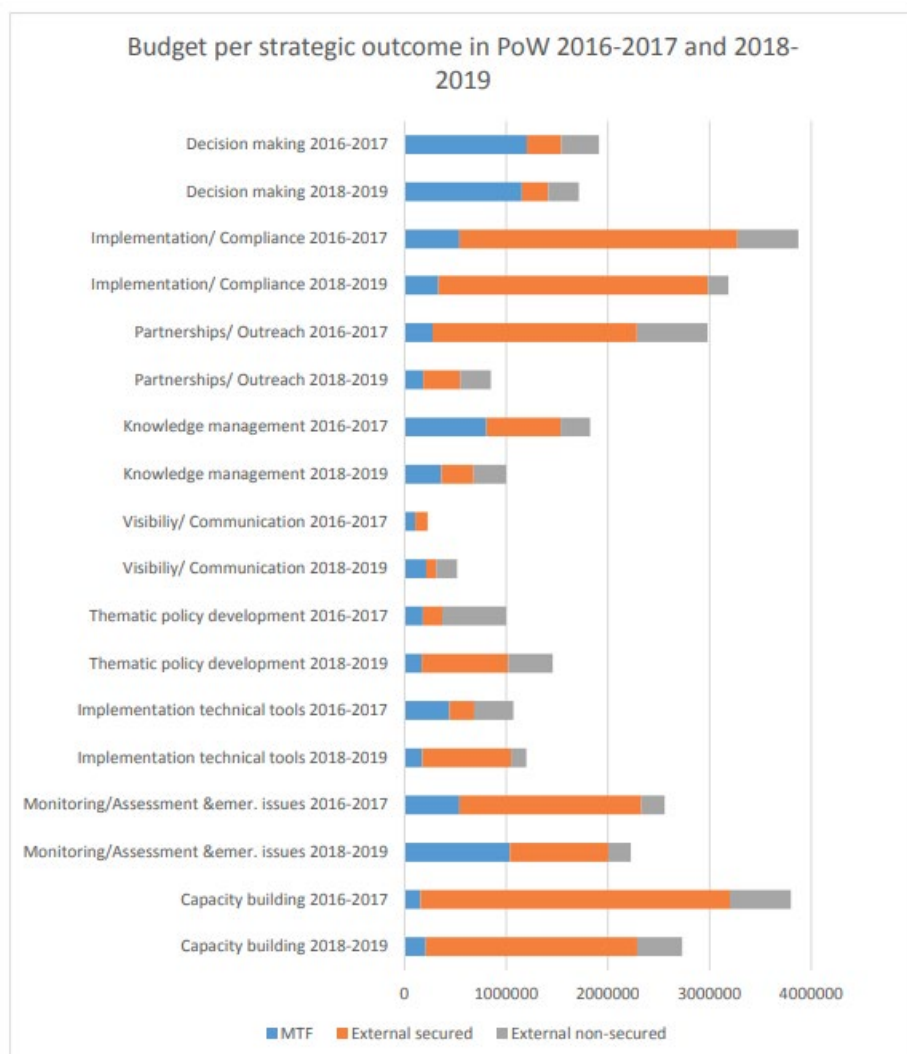


Figure 3. Budget per strategic outcome in PoW 2016-2017 and 2018-2019

6. Key actions needed to ensure effective resource mobilisation

30. Taking into account the funding situation, gaps and needs of the UNEP/MAP-Barcelona Convention system, as outlined above, and in order to ensure the effective implementation of its biennial PoWs and the overall implementation of the current and next MTSs, the updated RMS focuses on: (i) strengthening the contributions from “traditional donors”, including voluntary contribution from the Contracting Parties, and multilateral entities and MAP partners; and (ii) ensuring funding from sources not yet fully explored by MAP, including foundations, private sector and innovative mechanisms.

a. Investing more in effective outreach and communication

31. In order to increase the resource basis of the UNEP/MAP-Barcelona Convention system, it is critical to invest more in outreach and communication towards the Contracting Parties, MAP partners, key donors and the general public. Focus should be placed on promoting the impacts of MAP work and demonstrating the comparative advantages of the UNEP/MAP-Barcelona Convention system on the protection of marine environment in the Mediterranean region, especially regarding legal instruments, decision making, regional coordination, capacity building, science-policy interface, production and dissemination of environmental information, emergency response, monitoring and assessment, etc.

32. In this respect, the Coordinating Unit, in collaboration with MAP Components, has already enhanced its advocacy and communication component with a dedicated Programme 7 under the MTS 2022-2027, including a number of relevant activities, and has also organized as part of thematic finding strategies (i.e. the one for the Post 2020 SAP BIO implementation) targeted donor consultation meetings and conferences. This experience should be capitalized and further enhanced with the view to extending the audience and attracting potential new donors.

b. Reaching out to the Contracting Parties

33. Funds originating from the Contracting Parties are, and should remain, the backbone of the MAP resource base, as they provide a predictable and secure source of funding for its core mandate. It is therefore important to raise the Contracting Parties’ engagement in supporting the MAP PoW with the aim to:

- Ensure a regular and prompt payment of the assessed ordinary contributions from the Contracting Parties;
- Support an increased number of voluntary contributions from the CPs, by continuing and even strengthening cooperation agreements at strategic programme level;
- Increase the assessed ordinary contributions of the Contracting Parties in line with the growing MAP mandate, setting a commonly agreed percentage increase per year;
- Maintain an acceptable ratio between ordinary assessed and external funding for all the MTS themes and programmes.

c. Continuing and strengthening cooperation with multilateral entities and UNEP/MAP Partners

34. Funding from “traditional” donors should be maintained and if possible enhanced.

In particular:

a. With regards to the EU-funded projects and in the perspective of progressively developing a broader framework of cooperation, work should continue on the same path, while additional funding opportunities could be also explored, including funds which are not purely destined to environmental protection but are relevant to the overall MAP mandate, such as the funds from Directorate-General for Maritime Affairs and Fisheries-DG MARE, exploring in particular opportunities for partnership under the EMFAF 2021-2027, which has a financial envelop of approx. EUR 6 billion with reference to the Mission Ocean

initiative and its Mediterranean Light House project on marine Litter as well as to blue economy priorities including MSP/ICZM, but also the Directorate-General for Climate Action-DG CLIMA, Directorate-General for Research and Innovation - DG RTD on research and innovation priorities and actions in the Mediterranean on marine environment and blue economy , Directorate-General for European Neighborhood Policy and Enlargement Negotiations-DG NEAR, Directorate-General for Regional and Urban Policy (DG REGIO) on the cooperation with the transnational programmes in the Mediterranean supporting stakeholders building and implementing sub-regional projects on topics relevant to the UNEP/MAP and its Components (INTERREG EURO-MED, INTERREG NEXT SOUTH MED, INTERREG ADRION), as well as DG Joint Research Centre (JRC) for the Blue Economy Observatory and foresight studies on diverse priorities including marine environment and climate change, and DG GROW on priorities linked to circular economy etc.

b. The existing effective cooperation with GEF should be continued in the future. Although it might be challenging to receive additional funds from GEF after the large-scale MedProgramme, funding opportunities should be explored, in line with the new GEF-8 Programming directions and policy agenda, building on MAP comparative advantages and on existing partnerships with other key regional and global actors (i.e. MoU with GFCM for sustainable fisheries and biodiversity conservation goals). Links and potential areas for cooperation in the framework of GEF-8 (2022-2026) are under assessment, but based on a preliminary analysis of GEF 8 Programming Directions, the Programmes identified as being most relevant to MAP programmatic framework are the following:

- Food Systems Integrated Program - Links with Pollution, as well as assessments and foresight (MTS Programme 1, 3, 4 and 6)
- Ecosystem Restoration Integrated Program - Links with SAP BIO and restoration actions (MTS Programme 2)
- Circular Solutions to Plastic Pollution Integrated Program - Links with updated Regional Plan on Marine Litter and circular economy work (MTS Programmes 1 and 4)
- Clean and Healthy Ocean Integrated Program / Focus on agricultural run-off and wastewater from municipal settlements - Links with new LBS Regional Plans implementation (MTS Programme 1), ICZM/MSP (MTS Programme 4), and assessments and foresight (MTS Programme 6).
- Net-Zero Accelerator Integrated Program – Links with Climate Change and NbS (MTS Programme 3)

35. Based on the analysis of the past PoWs, it has been identified that the MTS cross-cutting theme/programme on climate change, in both the MTS 2016-2021 and 2022-2027 seems to be the most dependent on external funding, with a high proportion of non-secured external resources. In this regard, the MAP Secretariat should seek additional external funding opportunities to support related activities of the current and future MTS. New development funds established in response to the climate change agenda should be further explored and approached by UNEP/MAP, including the Green Climate Fund (GCF), the Adaptation Fund, etc. These funds could be pursued through joint programming and partnership collaboration with other international organizations and partners, in order to reduce workload while combining the technical expertise of the partners in joint proposal submissions. A similar approach should be followed for other MTS themes identified as more dependent on external funding, such as sustainable consumption and production.

36. Especially regarding the Green Climate Fund, its updated Strategic Plan 2024-2028 is expected to be finalized in summer 2023 and through preliminary analysis, there are links identified with MTS Programmes 3 and 4, including potential work on NDA/NAP and greening of financial policies.

37. In addition, it is important to continue strengthening the effective coordination with the MAP Components for the mobilization of resources and preparation of project proposals in a coordinated manner. Synergistic proposals should be further explored, through the Executive Coordination Panel (ECP), covering a wide range of MAP priorities and aiming at attracting more large-scale funding. The current practice of shared calls for proposal and information on on-going projects will support complementarity and amplification of impact. A standardized policy on participating and vetting externally funded projects is developed and implemented at ECP level to ensure that participation of

MAP Components in projects is coordinated by the CU and properly communicated among ECP members, and that any potential competition or overlapping is avoided.

d. Exploring opportunities for partnerships with foundations and the private sector

38. There are many foundations and private sector entities focused and engaged in the thematic areas of concern that could be enlisted in becoming partners and supporters in the implementation of national and regional priorities within the MAP mandate. This requires a coordinated approach and communication outreach to bring on board a wide range of partners as funders. Furthering relations and engagement with the private sector will require for the Contracting Parties to approve a private sector guidance policy based on the one of UNEP, and agree to specific criteria and a policy for public-private partnership development. Having an agreed policy in place will assist the Coordinating Unit and the MAP Components in the establishment of the new donor relations, especially with private sector partners. Such a guidance policy has not been yet developed for UNEP/MAP and would be an enabling factor in strengthening partnership efforts with the private sector.

i. Foundations

39. The prioritized themes of the relevant foundations indicate that most funding is going to nature/biodiversity and less to “industrial” activities, such as transport and chemicals. Surprisingly, climate change funding is not the most significant priority. Encouragingly, “sustainable communities” and “circular economy” are moving up the priority list. This shows that environmental funders are adjusting their programmes in order to ensure better coherence with political priorities and general developments.

40. MAP should aim at enhancing funding from foundations. In doing so, it is important both to prioritize foundations that are interested in the MAP priorities and activities and to build relationships, as foundations prefer not to be seen as donors receiving funding proposals, but as partners. In addition, appropriate mechanisms should be established, which would make the modality of payments more attractive to foundations. This could be done in line with the respective actions of the broader UNEP RMS.

ii. Private sector

41. There are various ways for UNEP/MAP to engage in securing resources from the private sector. Corporate fundraising is a more complicated undertaking; engagement with the private sector should be undertaken on the basis of a long-term strategic partnership, offering more than just money. UNEP/MAP should first develop and adopt criteria for engagement with these entities based on the existing UNEP Policy and long-standing experience.

42. The following are a list of potential interactions that MAP could consider to establish with the private sector entities: (a) Philanthropic donations, (b) Grants from company foundations, (c) Technical support or collaboration on special activities or initiatives with the private sector entities, (d) Sponsorship of events, e.g. UN Coastal Clean Up Day, World Water Day, World Oceans Day, World Biodiversity Day, Mediterranean Coast Day and other similar events, and publications, (e) Exchange or donation of technical skills, services, personnel, etc. (for example, WFP has a special relationship with a private courier company and the company advises WFP on logistical issues and other efficiency factors in delivery issues).

43. With the view to building partnerships with the private sector and raising financial and non-financial contributions, there is a need to identify and map priority sectors, niche markets and industries relevant to MAP activities and assess appropriate tools and funding mechanisms for private sector contributions. Opportunities for tapping onto Corporate Social Responsibility (CRS) Funds should be also explored.

iii. Blended finance

44. According to the Organisation for Economic Co-operation and Development (OECD), blended finance is defined as *the strategic use of development finance for the mobilisation of additional finance towards sustainable development in developing countries, where additional finance refers to commercial finance that does not primarily target development outcomes in developing countries, while development finance is public and private finance that is being deployed with a development mandate*³.

45. This model of financing is being pursued in the framework of the Plan of Action for a Model Mediterranean Sea (PAMEX) Local Investment Finance Facility (PLIFF) which leverages Public Private Partnership (PPP) to develop and finance projects at the sub-national level with local private sector a public - private independent finance facility. PLIFF aggregates existing financing solutions – that typically operate independently – in a unique catalytic financing platform, where both public and private blended funds are jointly mobilized through a single investment and technical assistance body. This innovative blended-approach will rely on a ‘de-risking approach’ and the ‘systematic buying’ of financial products by assets owners and/or PLIFF financial partners, thus allowing local and mid-size projects financing in the Mediterranean region.

46. UNEP/MAP engagement with PLIFF can be operationalized in three main streams:
- a. As a projects’ proposals developer, UNEP/MAP system can actively contribute to identify projects’ opportunities and draft projects’ proposals with partners which are aligned and contribute to the priorities and objectives of MAP Barcelona Convention.
 - b. As a member of PLIFF scientific committee, MAP can contribute to the assessment of projects’ proposals, including in terms of climate and biodiversity impact, against the agreed targets of MAP system.
 - c. UNEP/MAP and its Components could also benefit directly support from projects’ funding and act as a project implementer mobilizing its project management experience and internal expertise.

47. PLIFF is an interesting example of innovative finance mechanism that could benefit UNEP/MAP in its resource mobilization efforts, while other similar finance mechanisms should be further explored.

e. New and innovative source of funding

48. New and innovative funding possibilities should be further explored by UNEP/MAP. These may include crowd-funding, lotteries, environmental levies, etc.

49. To this end, examples that could be examined include the introduction of a 1 Euro surcharge on the ticket of passenger travelling on cruise ships in the Mediterranean in cooperation with the International Maritime Organization (IMO), the establishment of partnerships with regional hotel chains and tour operators to promote and distribute to their guests or clients a short promotional material on UNEP/MAP, and the production of a pin or ocean blue bracelet with the MAP’s logo to be given as a token of appreciation to the voluntary contributors or further employed as a marketing tool to promote UNEP/MAP and expand its awareness to wider audiences.

7. Communication tools and strategies to approach donors

50. The initiatives proposed in the updated RMS will also require that the Coordinating Unit enhances its communications functions, with the view to finding new and innovative ways to showcasing the work undertaken in the framework of the UNEP/MAP-Barcelona Convention system, and especially the impacts of this work, as well as to improving MAP visibility and public recognition towards funding partners, new potential donors and the general public.

³ [https://one.oecd.org/document/DCD/DAC\(2020\)42/FINAL/En/pdf](https://one.oecd.org/document/DCD/DAC(2020)42/FINAL/En/pdf)

51. In any approach to mobilizing resources for the forthcoming programmatic periods, UNEP/MAP will have to contend with other institutions and initiatives in an increasingly competitive and demanding funding environment. Therefore, emphasis should be placed on raising awareness of the comparative advantages of UNEP/MAP-Barcelona Convention regarding policy development, implementation, regional coordination and capacity building potential.

52. In this regard, developing new relations with this wide range of partners will require dedicated staff with skill sets and experience in interacting with the present and new funding partners. The promotion of communication activities under the RMS should be also linked with the Communication Strategy.

53. In order to support the communication efforts towards enhanced resource mobilisation it is advisable for the Coordinating Unit, in collaboration with MAP Components, to organize annual donor consultation meetings, possibly on the occasion of major international ocean-related events such as Our Ocean conferences and ocean races and private sector fairs and events. Funding proposals and concept notes could be prepared and presented at the donors meeting, involving relevant resource mobilization or communication staff and with the promotion by volunteer Contracting Parties. This could help the enhanced coordination between the Coordinating Unit and MAP Components, develop a common approach towards donors, and help minimize staff travels to present individual proposals to donors.

54. Bilateral meetings with interested donors should be also considered during the preparation phase of the PoWs, focusing on relative parts/outcomes of the PoW requiring external funding, taking into account donors specific priorities, and building on past experiences.

55. Furthermore, with the view to approaching donors, information fiches on projects under implementation, would be very useful, including also projects that are developed but not yet funded.

56. The Secretariat should strengthen its participation in relevant global, regional and national meetings and conferences, as well as in events of the foundations where contacts can be established with funders and opportunities for funding of specific activities can be explored. Such efforts could be pursued in collaboration with other regional organizations, such as GFCM, UfMS, etc. UNEP/MAP could also develop a flexible and mobile exhibit to showcase at various meetings and events its published materials and documentation relevant to its thematic and strategic objectives.

8. The way forward

57. The Secretariat will prepare timelines for the various deliverables and initiatives proposed herein with the relevant budgetary requirements. This will make it possible for UNEP/MAP to evaluate the steps and measures taken to ensure it is on track with the deliverables and effectively demonstrate progress made, while also informing the Contracting Parties of any obstacles encountered.

58. The Contracting Parties' support is essential in ensuring the successful implementation of the RMS and mitigating unforeseen circumstances that could adversely impact and/or delay the implementation of the RMS.

59. The role of the ECP should be further strengthened in the identification of external resources and the preparation of project proposals. Focus can be placed on the development of synergistic proposals for potential donors, displaying the opportunities for delivering strategic outcomes by using the full MAP system in an effective and integrated manner, and promoting the development of multi-donor funds.

60. The tables in the Appendix list the strategic outcomes and key outputs of the MTS and indicate possible donors to be approached for their funding. This is not meant to be a comprehensive listing of funding sources to be approached but rather an indicative one; it represents an analysis of existing funding instruments and agencies (at the global, regional and national/bilateral levels), taking into account their

priorities and mandates in relation to the marine and coastal environment, and their matching with the strategic outcomes and key outputs of the MTS, at a general level.

9. Recommendations

61. The following recommendations are addressed to the Secretariat and the Contracting Parties. They build upon the existing RMS recommendations and introduce new elements and proposals to enhance the potential of UNEP/MAP in securing new resources. Some of the recommendations can be implemented without additional or new resources provided, while others will require further resources to be allocated before these specific recommendations can be implemented.

1. Strengthen the commitment of Contracting Parties, including through a regular yearly increase of the assessed contributions;
2. Ensure adequate funding to fill the gaps from non-secured resources for the activities of PoW 2022-2023, focusing on strategic outcomes of the MTS that appear to be the most dependent on external funding;
3. Continue the effective coordination between the Coordinating Unit and the MAP Components for the mobilization of resources and preparation of project proposals following the standardized coordinated process for projects vetting and participation established in the ECP;
4. Continue and give high priority to the implementation and recommendations for better coherence, coordination and programme management as outlined in the forward of the Governance Paper;
5. Make the management of donor funds and approaches an integral part of the programme management cycle, ensuring that all approaches for funding are guided by the MTS and the biennial Programmes of Work;
6. Develop a system for close coordination at the country level between Focal Points of UNEP/MAP, MED POL and RACs, and GEF focal points, EU focal points and/or delegations, UN country offices, in order to help Contracting Parties to coordinate internally and to exploit funding opportunities;
7. Encourage Contracting Parties to continue providing and to enhance voluntary contributions for the implementation of the MTS and the biennial PoWs based on strategic large-scale multi-year Cooperation Agreements;
8. Maintain close cooperation with the EU and, working through the EU MAP Focal Point, identify funding opportunities relevant to the approved Mid-Term Strategy;
9. Enhance participation in EU funded projects, analyzing potential funding opportunities on various little accessed funding sources relevant to PoW implementation, i.e. in addition to the ENRTP GPGC and DG NEAR projects, explore funding opportunities under other services, i.e. DG MARE (EMFAF), DG REGIO, DG RTD etc.;
10. Identify additional funding opportunities from GEF, in line with GEF- 8 Programming directions and policy agenda, considering the possibility of joint proposals using existing partnerships with key regional and global actors;
11. Explore additional funding opportunities relating to the MTS themes, in particular on climate change adaptation, such as the Green Climate Fund, the Adaptation Fund, etc.;
12. Establish or reinforce the cooperation with major international financial institutions such as EBRD, EIB, World Bank, IsDB;
13. Establish relationships with major foundations, including the European Foundation Centre (EFC), and assess ways to improve the existing fund reception mechanisms in order to make them more attractive to possible donors;

14. Identify areas of collaboration with the private sector, including by mapping key relevant sectors and themes, identifying donors with funding priorities matching the MTS themes most in need for external funding, and assessing tools and funding mechanisms to receive contributions from the private sector as well as opportunities for tapping on to Corporate Social Responsibility (CSR) funds and to specific technical partnerships (for example opportunistic monitoring activities);
15. To this end, prepare specific private sector guidelines for UNEP/MAP, in line with relevant UNEP guidelines, to engage and develop the long-term collaboration with the private sector partners. Ensure the guidelines developed would protect the organization from reputational risks and would secure the credibility of the organization, while on the same time they will promote environmental protection and sustainable development;
16. Identify and analyze potential new/innovative funding opportunities, including, as appropriate, green financial products, green investment mechanisms, crowdfunding, lotteries, environmental levies, etc., and make best use of innovative communication tools, such as social media;
17. Strengthen and operationalize partnerships with other regional actors in approaching possible donors, by bringing an integrated plan of activities to the table;
18. Establish a monitoring and evaluation mechanisms to measure progress on the updated RMS and prepare timelines for deliverables and report on results to the Contracting Parties;
19. Design and implement new communication tools and strategies, to approach donors, putting the emphasis on the comparative advantages of the UNEP/MAP-Barcelona Convention system and the positive impacts of MAP action;
20. Organize consultation meetings with donors especially in the phase of preparation of the PoW;
21. Strengthen awareness of Contracting Parties on funding opportunities and best practices, which are relevant to them to meet their obligations under the Barcelona Convention and the MTS implementation;
22. Increase MAP representation in relevant meetings and events, and MAP visibility towards donors, foundations, the private sector and the general public;
23. Keep the project fiches compilation regularly updated, including for projects not yet funded, as a tool to be used for communication and resource mobilization purposes;
24. Increase human resource capacity for resource mobilization as well as for relevant communication activities in the Coordinating Unit; establish a mechanism to consistently manage the pool of projects financed by extra budgetary resources to consistently and efficiently support the management of external resources and the implementation of the activities that they fund.

Appendix 1. Indicative resource needs and potential donors and partners for the Implementation of the UNEP/MAP MTS 2022-2027

TABLE 1. Strategic Outcomes for Programme 1:

Towards a pollution and litter free Mediterranean Sea and Coast embracing circular economy

Strategic Outcomes	Main Possible Donors and Partners	Resources Required (€)	Indicative list of possible donors' strategies and funding instruments of potential relevance to the individual outcomes.
<p>1.1. Strategies and Action plan addressing marine litter and plastics developed and implemented through comprehensive, coherent and collaborative approaches</p>	<p>Bilateral donors⁴, EU, IGOs, Regional organizations, GEF, National entities, European Investment Bank, European Bank for Reconstruction, and Development World Bank, IFA, IMO Private sector, Foundations,</p>	<p>3,181,445 €</p>	<ul style="list-style-type: none"> - World Bank - <u>PROBLUE</u> trust fund - Foundation Tara Océan - Foundation of the Sea (Fondation de la Mer) - Fond Français pour l'Environnement Mondial (FFEM) - <u>Zukunft Umwelt Gesellschaft grant program against marine litter</u> - <u>Plastic solutions fund</u> – Philanthropic foundations - Italian Ministry of Environment and Energy Security (MASE) - EU Global Public Goods and Challenges' (GPGC) - EU (e.g. Switch Med); DG NEAR - INTERREG NEXT MED South; INTERREG EURO MED; INTERREG ADRIATIC - DG JRC Ellen Macarthur Foundation (Systemic Initiatives, Europe) - PAMEx Local Investment Finance Facility - GEF-8 Circular Solutions to Plastic Pollution Integrated Program - GEF-8 Clean and Healthy Ocean Integrated Program - GEF 7 Strategy: Chemicals and Waste Focal Area Objective: eliminating chemicals covered by the Stockholm and

⁴ Bilateral donors also include ad hoc voluntary contributions from Contracting Parties

			<p>Minamata Conventions.</p> <ul style="list-style-type: none"> - UNFCCC: “Adaptation and Resilience”, “Mitigation”, “Action on Climate and SDGs” - Horizon EUROPE Initiative - SIDA: Environment and Climate - Total Energies Foundation, Actions on Climate, Coastal Areas and Oceans
<p>1.2. A holistic and efficient response to land and sea -based pollution, as a part of overall Ecosystem Approach policy for the Mediterranean, (chemicals, contaminants, eutrophication, noise, oil and emerging pollution) for a sustainable Mediterranean coastal and marine ecosystem is implemented</p>	<p>Regional organizations, GEF Green Climate Fund, EU, Bilateral donors, Private sector partners Foundations, National entities, European Investment Bank, European Bank for Reconstruction, and Development World Bank, IFA, IGOs, IMO UNDP, UNFCCC, UN/DESA, UNESCO, UNEP</p>	<p>22,034,603 €</p>	<ul style="list-style-type: none"> - Italian Ministry of Environment and Energy Security (MASE) - European Structural and Investment Funds, e.g., EMFAF, ERDF - GEF-8 Food Systems Integrated Programme - GEF-8 Clean and Healthy Ocean Integrated Program - GEF 7 Strategy: International Waters Focal Area. - GEF 7 Strategy: Chemicals and Waste Focal Area - UfM: “Sustainable Development” Theme – “Water Environment and Blue Economy” and “Energy and Climate Action”. - EU (e.g. Switch Med) - DG JRC Horizon EUROPE Initiative - SwitchMed Programme - Ellen Macarthur Foundation (Systemic Initiatives, Europe) - UNFCCC: “Adaptation and Resilience”, “Mitigation”, “Action on Climate and SDGs” - EU ESF (European Science Foundation) - SIDA: Environment and Climate eliminating chemicals covered by the Stockholm and Minamata Conventions. - IPIECA (The global oil and gas association)
<p>1.3. Systemic approaches for Circular Economy, eco-innovation as well as Sustainable</p>	<p>National Entities, EU, IGOs,</p>	<p>8,202,000 €</p>	<ul style="list-style-type: none"> - Italian Ministry of Environment and Energy Security (MASE) - European Structural and Investment Funds, e.g., EMFAF,

Consumption and Production incorporated into key sectors of activity which are main sources of pollution	World Bank, UNDP, GEF, Private sector partners, Bilateral Donors, GEF, CBD, UNFCCC, Foundations, Innovative Financing Mechanisms Green Climate Fund, Academia, Business, Schools, UNCTAD, UNESCO, UNEP		ERDF <ul style="list-style-type: none"> - LIFE Programme - DG GROW - INTERREG NEXT MED South; INTERREG EURO MED; INTERREG ADRIATIC - DG JRC - Horizon EUROPE Initiative - Ellen Macarthur Foundation (Systemic Initiatives, Europe) - GEF-8 Food Systems Integrated Programme - GEF-8 Circular Solutions to Plastic Pollution Integrated Program - GEF 7 Strategy: Chemicals and Waste Focal Area - GEF 7 Strategy: International Waters Focal Area - UNCTAD biotrade initiative - UNFCCC: “Adaptation and Resilience”, “Mitigation”, “Action on Climate and SDGs” - SIDA: Environment and Climate - EU (Switch Med)
1.4. One Health approach developed and implemented, linking human and ecosystems health with pollution reduction and prevention, taking into account lessons learnt from the COVID-19 pandemic	WHO	1,118,657 €	<ul style="list-style-type: none"> - DG RTD - DG JRC - DG INTPA (CBRN CoE initiative) - DG ECHO - French Ministry of the Armies (PMG7 programme) - GEF-8 Clean and Healthy Ocean Integrated Program

**TABLE 2. Strategic Outcomes for Programme 2.
Towards Healthy Mediterranean Ecosystems and Enhanced Biodiversity**

Strategic Outcomes	Main Possible Donors and Partners	Resources Required (€)	Indicative list of possible donors' strategies and funding instruments of potential relevance to the individual outcomes.
<p>2.1. Ecosystem resilience improved through restoration of those with best regeneration potential</p>	<p>EU, UNESCO, FAO, UNEP, Foundations, Private sector, Bilateral donors ACCOBAMS, Businesses,</p>	<p align="center">5,000,000 €</p>	<ul style="list-style-type: none"> - <u>International Institute for Sustainability</u> - Green Climate Fund - GEF-8 Ecosystem Restoration Integrated Program - PAMEx Local Investment Finance Facility - French Facility for Global Environment (FFEM) - French Development Agency (AFD – Territorial and Ecological Transition) - Leonardo DiCaprio Foundation - Prince Albert II of Monaco Foundation - UfM: “Sustainable Development” Theme – “Water Environment and Blue Economy” and “Energy and Climate Action”. -
<p>2.2. Comprehensive, coherent Mediterranean network of well managed MPAs and OECMs in place, expanded, effective and sustainable</p>	<p>Bilateral donors, CBD, UNESCO, UNEP, EU, GEF, FAO WB, UNDP, Other relevant IGOs, Foundations,</p>	<p align="center">10,000,000 €</p>	<ul style="list-style-type: none"> - MedFund & MedPAN - PAMEx Local Investment Finance Facility - Fondation Mava 2.0 - EU (DG-NEAR) - Italian Ministry of Environment and Energy Security (MASE) - Leonardo DiCaprio Foundation - EU INTEREG MED (<i>SPA/RAC, the UNEP/MAP biodiversity centre, is not eligible for this funding window</i>) - INTERREG NEXT South (<i>SPA/RAC, the UNEP/MAP</i>

	<p>Private sector, ACCOBAMS, GFCM, IUCN, The Medfund, MedPAN, WWF, Businesses, Private philanthropies, Corporate foundations</p>		<p><i>biodiversity centre, is eligible for this funding window)</i></p> <ul style="list-style-type: none"> - EU Life+ - GEF 7 Biodiversity Focal Area: Objective iii: Strengthen Biodiversity Policy and Institutional Frameworks. - GEF 7 Strategy: International Waters Focal Area. Objective ii: Improving Governance in Areas Beyond National Jurisdiction (ABNJ) - GEF-8 Ecosystem Restoration Integrated Program - UNFCCC: “Adaptation and Resilience”, “Mitigation”, “Action on Climate and SDGs” - French Facility for Global Environment (FFEM) - French Development Agency (AFD – Territorial and Ecological Transition) - Prince Albert II of Monaco Foundation - Pew Bertarelli Ocean Legacy - Fondation Didier et Martine Primat - Flotilla Foundation - Wyss Foundation
<p>2.3. Mediterranean endangered and threatened species and key habitats in favorable status of conservation</p>	<p>CBD, FAO, CMS, CITES, GFCM, EU, EBRD, WB, Bilateral donors IPBES, TEEB, Foundations, IGOs, National Entities,</p>	<p>6,900,000 €</p>	<ul style="list-style-type: none"> - EU - Italian Ministry of Environment and Energy Security (MASE) - French Facility for Global Environment (FFEM) - GEF-8 Ecosystem Restoration Integrated Program - GEF 7 Biodiversity Focal Area: Objectives i: Mainstream Biodiversity Across sectors as well as within Production Landscapes and Seascapes Objective ii: Reduce Direct Drivers of Biodiversity Loss Objective iii: Strengthen Biodiversity Policy and Institutional Frameworks. - GEF 7 Strategy: International Waters Focal Area. Objective i: strengthening Blue Economy Opportunities Objective iii: Enhance Water Security in Freshwater Ecosystems

	<p>UNESCO, Environmental Organizations/NGO, IUCN, WWF Foundations, Research institutes, UNDP, IMO, Private sector, ACCOBAMS, BirdLife CMS International and its National Partners MEDASSET Businesses</p>		<ul style="list-style-type: none"> - UNFCCC: “Adaptation and Resilience”, “Mitigation”, “Action on Climate and SDGs” - SIDA: Environment and Climate, and Sustainable Societal Development - Leonardo DiCaprio Foundation - Prince Albert II of Monaco Foundation (e.g. Blue initiative) - EU Global Public Goods and Challenges' (GPGC) - Horizon 2020 Initiative - French Development Agency (AFD – Territorial and Ecological Transition) - Ministry for Europe and Foreign Affairs of France - Monk Seal Alliance; (Med Monk Seal: monk seal monitoring in low density areas) - Blue Marine Foundation (BLUE); The Conservation of Marine Turtles in the Mediterranean Region: Enhancing the Protection of Marine Turtles, preserving ecosystem function & climate resiliency. - Office français de la Biodiversité (OFB) - Mediterranean Posidonia Network
<p>2.4. Non -indigenous species introductions minimized and introduction pathways under control</p>	<p>IPBES, TEEB, Foundations, IGOs, CBD, GEF EU, National entities, UNESCO, GFCM, IMO</p>	<p style="text-align: center;">1,500,000€</p>	<ul style="list-style-type: none"> - EU - French Facility for Global Environment (FFEM) - Leonardo DiCaprio Foundation - Prince Albert II of Monaco Foundation (e.g., Blue initiative) - GEF 7 Biodiversity Focal Area: Objective iii: Strengthen Biodiversity Policy and Institutional Frameworks. - SIDA: Environment and Climate, and Sustainable Societal Development - Office français de la Biodiversité (OFB) – Espèces toxiques envahissantes

**TABLE 3. Strategic Outcomes for Programme 3.
Towards a Climate Resilient Mediterranean**

Strategic Outcomes	Main Possible Donors and Partners	Resources Required (€)	Indicative list of possible donors' strategies and funding instruments of potential relevance to the individual outcomes.
<p>3.1. Legal, policy and institutional framework strengthened at the regional and national level to efficiently address climate change related challenges (flooding, erosion, land degradation, pollution, disasters etc.)</p>	<p>National authorities National entities, EU, Bilateral donors EBRD, UNFCCC, CBD, UNDP Green Climate Fund, SCCF Business Council on Climate Change, Adaptation Fund, GEF</p>	<p align="center">230,500 €</p>	<ul style="list-style-type: none"> - CREWS initiative – World Bank - Conservatoire du Littoral, France (Délégation Europe et International), France - DG JRC - DG RTD - Rhône Méditerranée Corse Water Agency, France - GEF Programming Strategy on Adaptation to Climate Change for the LDCF and the SCCF and Operational Improvements - GEF 7 Climate Change Focal Area. Objective i: Promote Innovation and Technology Transfer for Sustainable Energy Breakthroughs Objective ii: Demonstrate Mitigation Options with Systemic Impacts Objective iii: Foster Enabling Conditions for Mainstreaming Mitigation Concerns into Sustainable Development Strategies. - GEF-8 Net-Zero Accelerator Integrated Program
<p>3.2. Nature-based, technical solutions promoting prevention or reduction of the impact of climate change on coastal and marine ecosystems and increase resilience to climatic variability and change</p>	<p>Bilateral donors, Innovative Financing Mechanism, Private sector, EU, National Authorities, Adaptation Fund, CBD,</p>	<p align="center">2,384,318 €</p>	<ul style="list-style-type: none"> - Italian Ministry of Environment and Energy Security (MASE) - DG JRC - DG RTD - Conservatoire du Littoral, France (Délégation Europe et International), France - Rhône Méditerranée Corse Water Agency, France

	<p>UNFCCC, EU, SCCF GEF</p>		<ul style="list-style-type: none"> - UNFCCC: “Adaptation and Resilience”, “Mitigation”, “Action on Climate and SDGs” - SIDA: Environment and Climate, and Sustainable Societal Development - GEF Programming Strategy on Adaptation to Climate Change for the LDCF and the SCCF and Operational Improvements - GEF 7 Climate Change Focal Area. Objective i: Promote Innovation and Technology Transfer for Sustainable Energy Breakthroughs Objective ii: Demonstrate Mitigation Options with Systemic Impacts. Objective iii: Foster Enabling Conditions for Mainstreaming Mitigation Concerns into Sustainable Development Strategies. - GEF-8 Clean and Healthy Ocean Integrated Program - GEF-8 Net-Zero Accelerator Integrated Program - Total Energies Foundation, Actions on Climate, Coastal Areas and Oceans
<p>3.3. Better understanding and knowledge of climate change and its impacts on environment and development</p>	<p>UNFCCC, FAO, UNESCO, GEF National Entities, EU, Adaptation Fund, CBD, SCCF Green Climate Fund</p>	<p>508,818 €</p>	<ul style="list-style-type: none"> - Italian Ministry of Environment and Energy Security (MASE) - INTERREG NEXT MED South; INTERREG EURO MED; INTERREG ADRIATIC - French Development Agency (AFD – Territorial and Ecological Transition) - Conservatoire du Littoral, France (Délégation Europe et International), France - Rhône Méditerranée Corse Water Agency, France - GEF 7 Strategy: International Waters Focal Area. - GEF Programming Strategy on Adaptation to Climate Change for the LDCF and the SCCF and Operational Improvements - GEF 7 Climate Change Focal Area. Objective i: Promote Innovation and Technology Transfer for Sustainable Energy Breakthroughs Objective ii: Demonstrate Mitigation Options with Systemic Impacts. Objective iii: Foster Enabling

			Conditions for Mainstreaming Mitigation Concerns into Sustainable Development Strategies.
3.4. Mitigation of Climate Change progressed through Circular Economy, increased resource efficiency and carbon neutrality business strategies	Private sector Innovative Financing Mechanisms EU, Bilateral donors, UNFCCC, Green Climate Fund, SCCF Business Council on Climate Change, National Entities Adaptation Fund, CBD, GEF	134,500 €	<ul style="list-style-type: none"> - EU (SwitchMed) - INTERREG NEXT MED South; INTERREG EURO MED; INTERREG ADRIATIC - DG JRC - DG RTD - DG NEAR - GEF Programming Strategy on Adaptation to Climate Change for the LDCF and the SCCF and Operational Improvements - GEF 7 Climate Change Focal Area. - Objective i: Promote Innovation and Technology Transfer for Sustainable Energy Breakthroughs Objective ii: Demonstrate Mitigation Options with Systemic Impacts - Objective iii: Foster Enabling Conditions for Mainstreaming Mitigation Concerns into Sustainable Development Strategies. - <u>ADEME MeetMed</u>

**TABLE 4. Strategic Outcomes for Programme 4.
Towards the sustainable use of coastal and marine resources including circular and blue economy**

Strategic Outcomes	Main Possible Donors and Partners	Resources Required (€)	Indicative list of possible donors' strategies and funding instruments of potential relevance to the individual outcomes.
<p>4.1. Sustainability of coastal and marine resources achieved through the synergetic implementation of planning and management approaches, including the adequate consideration of Land-Sea Interactions (LSI)</p>	<p>Bilateral donors, EU, GEF, UNESCO National institutions, EBRD FAO, AfDB</p>	<p align="center">962,500 €</p>	<ul style="list-style-type: none"> - GEF 7 Strategy: International Waters Focal Area. - DG MARE on MSP (EMFAF) - Italian Ministry of Environment and Energy Security (MASE) - French Development Agency (AFD – Territorial and Ecological Transition) - Conservatoire du Littoral, France (Délégation Europe et International), France (Délégation Europe et International) - Rhône Méditerranée Corse Water Agency, France - GEF 8 Food Systems Integrated Program - GEF-8 Clean and Healthy Ocean Integrated Program - GIZ (German Cooperation)
<p>4.2. Sustainable Blue and Green Economy tools and approaches in the context of Sustainable Development and MSSD implementation</p>	<p>FAO, UNESCO, EBRD, AfDB Private sector, Innovative Financing Mechanisms EU, Foundations, GEF</p>	<p align="center">1,566,917 €</p>	<ul style="list-style-type: none"> - EU (Switch Med) - DG MARE (EMFAF) - INTERREG NEXT MED South; INTERREG EURO MED; INTERREG ADRIATIC - DG JRC - DG RTD - DG NEAR - DG GROW - DG REGIO - GEF-8 Food Systems Integrated Program - GEF-8 Circular Solutions to Plastic Pollution Integrated Program - GEF-7 Chemicals and Waste Focal Area. Objective:

			eliminating chemicals covered by the Stockholm Convention and Minamata Conventions that are used in or emitted from industrial and agricultural sectors.
4.3. Innovative environmental management and economic instruments implemented for the protection and efficient use of coastal and marine resources	Bilateral donors EU	237,500 €	- DG MARE (MSP and BlueInvest)
4.4. Measures defined within the Mediterranean Offshore Action Plan applied at regional level and by each Contracting Party within their jurisdiction to ensure the safety of offshore activities and reduce their potential impact on the marine environment and its ecosystem	Foundations, Regional organizations, GEF Green Climate Fund, EU, Bilateral donors, Private sector	129,854 €	<ul style="list-style-type: none"> - Italian Ministry of Environment and Energy Security (MASE) - Ellen Macarthur Foundation (Systemic Initiatives, Europe) - European Structural and Investment Funds, e.g. EMFF, ERDF - GEF 7 Strategy: International Waters Focal Area. Objective i: strengthening Blue Economy Opportunities - GEF 7 Strategy: Chemicals and Waste Focal Area Objective: eliminating chemicals covered by the Stockholm and Minamata Conventions. - IOGP (International Association of Oil & Gas Producers)

**TABLE 5. Strategic Outcomes for Programme 5:
Governance**

Strategic Outcomes	Main Possible Donors and Partners	Resources Required (€)	Indicative list of possible donors' strategies and funding instruments of potential relevance to the individual outcomes.
<p>5.1. Effective Implementation and Enforcement by the Contracting Parties of the Barcelona Convention, its Protocols, MAP Policies, including Ecosystem Approach related COP decisions, the MSSD and Programmes of Measures achieved at regional and national levels</p>	<p>Bilateral donors EU National governments and regional development institutions GEF, International Development Law Organization (IDLO) could be a potential partner for technical/legal assistance to countries. Global Foundations could be funders</p>	<p align="center">512,565 €</p>	<ul style="list-style-type: none"> - PAMEx Local Investment Finance Facility - French Development Agency (AFD – Political and Civic Transition; Territorial and Ecological Transition) - Spanish Agency for International Development Cooperation (AECID) (Environment and climate change) - World Bank (Regional Integration; Environmental policies and institutions) - GEF 7 Strategy: Biodiversity, Climate Change, Chemicals and Waste, and International Waters Focal Areas. - UNFCCC: “Adaptation and Resilience”, “Mitigation”, “Action on Climate and SDGs” - Swedish International Development Cooperation Agency (SIDA): Environment and Climate
<p>5.2. Systemic strengthening and effective functioning and delivery of MAP decision-making and advisory bodies ensured, and efficiency enhanced with new digital approaches</p>	<p>Bilateral donors, GEF, EU Private-public partnerships and Foundations, World Business Development Council National Institutions, Regional Entities, Bilateral donors</p>	<p align="center">2,478,615 €</p>	<ul style="list-style-type: none"> - EU (Switch Med) - DG NEAR - DG DIGI, Connecting Europe Facility (CEF Digital) - Ellen Macarthur Foundation (Systemic Initiatives, Europe) - GEF 7 Biodiversity Focal Area: Objective ii: Reduce Direct Drivers of Biodiversity Loss - Conservatoire du Littoral, France (Délégation Europe et International), France - Rhône Méditerranée Corse Water Agency, France
<p>5.3. Policy coherence and complementarity ensured among</p>	<p>Bilateral Donors, EU,</p>	<p align="center">91,500 €</p>	<ul style="list-style-type: none"> - Italian Ministry of Environment and Energy Security (MASE) - French Development Agency (AFD – Political and Civic

<p>relevant work at global, regional and national levels and among MAP-Barcelona Convention system's policy and regulatory instruments</p>	<p>Regional Development Banks, UNDP, UNFCCC, IGOs, GEF UN Sustainable Development Fund, Adaptation Fund, other similar funds Private-public partnerships and Foundations, World Business Development Council</p>		<p>Transition; Territorial and Ecological Transition)</p> <ul style="list-style-type: none"> - World Bank (Regional Integration; Environmental policies and institutions) - GEF 7 Strategy: Biodiversity, Climate Change, Chemicals and Waste, and International Waters Focal Areas. - GEF 7 Biodiversity Focal Area: Objective ii: Reduce Direct Drivers of Biodiversity Loss - UNFCCC: "Adaptation and Resilience", "Mitigation", "Action on Climate and SDGs" - EU (Switch Med) - Ellen Macarthur Foundation (Systemic Initiatives, Europe) - EU DG INTPA - EU DG ENV
<p>5.4. Enhanced partnerships and multi-stakeholder engagement, including with the private sector and science policy interface</p>	<p>Bilateral Donors, EU, Regional Development Banks, UNDP, UNFCCC, IGOs, GEF, Private sector/foundations UN Sustainable Development Fund, Adaptation Fund, other similar funds Regional Organizations, UfM, International Environmental Organizations, World Business</p>	<p>1,703,575 €</p>	<ul style="list-style-type: none"> - Italian Ministry of Environment and Energy Security (MASE) - DG JRC - DG MARE - DG GROW - DG NEAR - French Development Agency (AFD – Political and Civic Transition; Territorial and Ecological Transition) - World Bank (Regional Integration; Environmental policies and institutions) - GEF 7 Strategy: Biodiversity, Climate Change, Chemicals and Waste, and International Waters Focal Areas. - UNFCCC: "Adaptation and Resilience", "Mitigation", "Action on Climate and SDGs" - EU Global Public Goods and Challenges' (GPGC) - Ellen Macarthur Foundation (Systemic Initiatives, Europe) - GEF 7 Strategy: Chemicals and Waste Focal Area Objective: eliminating chemicals covered by the Stockholm and

	Development Council Local and subnational governments networks (MedCities, ICLEI, R20, etc) Business platforms (Business for Nature, Finance4Nature, Entreprises pour l'Environnement, etc.)		Minamata Conventions. - EU (Switch Med)
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**TABLE 6. Strategic Outcomes for Programme 6:
Towards Monitoring, Assessment, Knowledge and Vision of the Mediterranean Sea and Coast for Informed Decision-Making**

Strategic Outcomes	Main Possible Donors and Partners	Resources Required (€)	Indicative list of possible donors' strategies and funding instruments of potential relevance to the individual outcomes.
6.1. Inclusive and participatory foresight activities conducted at regional and national and local levels, with associated capacity building	Bilateral donors, Private sector entities and Foundations, European Investment Bank, European Bank for Reconstruction, and Development, EU GEF, IGOs Foundations, Scientific institutions Foundations, Universities and Educational institutions	566,000 €	<ul style="list-style-type: none"> - Italian Ministry of Environment and Energy Security (MASE) - DG JRC - European Neighbourhood Instrument (ENI) - EU Global Public Goods and Challenges' (GPGC) - SIDA: Regional Development Cooperation - Prince Albert II of Monaco Foundation (e.g. Blue initiative) (e.g. Blue initiative) - Environment and Energy Management Agency (ADEME), France (European Energy Network) - Rhône Méditerranée Corse Water Agency, France - GEF 7 Strategy: Biodiversity, Climate Change, Chemicals and Waste, and International Waters Focal Areas. - GEF-8 Clean and Healthy Ocean Integrated Program - UfM: “Sustainable Development” Theme – “Water Environment and Blue Economy” and “Energy and Climate Action”. - Global Partnership for Education (GPE) - The World Bank (IBRD IDA): Education for All
6.2. Science -based IMAP, foresight and other assessments and assessment tools for strengthened science -policy interface and decision making	Bilateral donors, Private sector entities and Foundations, European Investment Bank, European Bank for Reconstruction, and	1,769,840 €	<ul style="list-style-type: none"> - Italian Ministry of Environment and Energy Security (MASE) - DG JRC - European Neighbourhood Instrument (ENI) - EU Global Public Goods and Challenges' (GPGC) - SIDA: Regional Development Cooperation

	<p>Development, EU GEF, IGOs Foundations, Scientific institutions Foundations, Universities and Educational institutions GPA Technical cooperation with Shipping Companies, Research institutes CBD, UNDP, National Entities IMO, UNESCO, IUCN</p>		<ul style="list-style-type: none"> - Prince Albert II of Monaco Foundation (e.g. Blue initiative) (e.g. Blue initiative) - Environment and Energy Management Agency (ADEME), France (European Energy Network) - Rhône Méditerranée Corse Water Agency, France - GEF 7 Strategy: Biodiversity, Climate Change, Chemicals and Waste, and International Waters Focal Areas. - UfM: “Sustainable Development” Theme – “Water Environment and Blue Economy” and “Energy and Climate Action”. - Global Partnership for Education (GPE) - The World Bank (IBRD IDA): Education for All - UNFCCC: “Adaptation and Resilience”, “Mitigation”, “Action on Climate and SDGs” - French Facility for Global Environment (FFEM) - Horizon 2020 Initiative - Leonardo DiCaprio Foundation - Prince Albert II of Monaco Foundation (e.g. Blue initiative) - GEF 7 Strategy: International Waters Focal Area. Objective i: strengthening Blue Economy Opportunities Objective iii: Enhance Water Security in Freshwater Ecosystems - Conservatoire du Littoral, France (Délégation Europe et International), France
<p>6.3. IMAP implementation and Environment and Development Observation provide updated and quality assured data in support of decision-making by Contracting Parties and assessment of GES</p>	<p>EU, Bilateral Donors, Private sector entities engaged in Informatics, IT companies (potentially)</p>	<p>1,111,220 €</p>	<ul style="list-style-type: none"> - Italian Ministry of Environment and Energy Security (MASE) - GEF-8 Clean and Healthy Ocean Integrated Program - GEF 8 Food Systems Integrated Program

**TABLE 7. Strategic Outcomes for Programme 7:
For informed and consistent advocacy, awareness, education and communication**

Strategic Outcomes	Main Possible Donors and Partners	Resources Required (€)	Indicative list of possible donors' strategies and funding instruments of potential relevance to the individual outcomes.
7.1. Stakeholders and policy makers properly informed about the state of the Mediterranean Sea and coast and aware of the environmental priority issues	Foundations, Communication and public relation networks (pro-bono services)	878,995 €	<ul style="list-style-type: none"> - Italian Ministry of Environment and Energy Security (MASE) - European Neighbourhood Instrument (ENI) - EU Global Public Goods and Challenges' (GPGC) - Prince Albert II of Monaco Foundation (e.g. Blue initiative) - Ellen Macarthur Foundation (Systemic Initiatives, Europe)
7.2. Citizen and general public awareness and outreach raised through citizen science and digital campaigns	Foundations, Communication and public relation networks (pro-bono services)	558,733 €	<ul style="list-style-type: none"> - Fondation Good Planet - Italian Ministry of Environment and Energy Security (MASE) - European Neighbourhood Instrument (ENI) - EU Global Public Goods and Challenges' (GPGC) - Prince Albert II of Monaco Foundation (e.g. Blue initiative) - Ellen Macarthur Foundation (Systemic Initiatives, Europe) - IOC UNESCO (ocean decade)
7.3. Towards a digital transformation: use of digital technologies to improve networking and MAP visibility	Foundations, Communication and public relation networks (pro-bono services)	93,000 €	<ul style="list-style-type: none"> - Italian Ministry of Environment and Energy Security (MASE) - European Neighbourhood Instrument (ENI) - EU Global Public Goods and Challenges' (GPGC) - Prince Albert II of Monaco Foundation (e.g. Blue initiative) - Ellen Macarthur Foundation (Systemic Initiatives, Europe)

Annex V
MAP PARTNER POLICY

MAP PARTNER POLICY

A. Code of conduct of MAP Partners

The objective of the Code of Conduct is to guarantee a common deontology to guide the partnership between UNEP/MAP and Partners and give greater visibility to the reciprocal commitments of both the Partners and the UNEP/MAP.

Partners, as true partners of MAP, are both privileged and committed to be involved in constructive dialogue and consultations with the Contracting Parties and the various MAP components, facilitated by the MAP Secretariat, in addressing key issues and seeking the most effective implementation of MAP's work.

MAP Partners Rights

1. MAP Partners may formulate comments, constructively criticize or make proposals on the activities of MAP and the Contracting Parties;
2. MAP Partners may make written presentations on topics relevant to the objectives of the Convention during meetings and conferences. The Secretariat shall ordinarily distribute such documents, including publishing them on the MAP website. The participation of MAP Partners includes the entitlement to have access to all documents relevant to the decision-making process produced for meetings and to circulate written statements;
3. MAP Partners do not have the right to vote;
4. The points of view of MAP Partners as expressed in the meeting must be reflected in the official report of that meeting;
5. MAP Partners have the right to be informed. To this purpose they are sent by Internet all documents prepared by the various MAP bodies which are likely to be of interest to them, in a manner that allows them sufficient time to prepare and participate effectively in the decision-making process;
6. MAP Partners have the right to access environmental information. The Secretariat and MAP components shall make environmental information available to MAP Partners without them having to state an interest, as soon as possible after their request has been submitted;
7. MAP Partners are associated as closely as possible in the various phases of preparation and follow-up of MAP's programmes and actions;
8. MAP Partners may submit in writing to the MAP Secretariat general or specific comments and suggestions on topics within their competence, concerning the implementation of MAP's objectives. The Secretariat informs the Bureau accordingly;
9. MAP Partners are invited to participate in seminars, colloquia and conferences organized by the various MAP bodies;
10. MAP Partners are invited to appoint their representatives at the periodic meetings of accredited MAP Partners, especially prior to the Meetings of the Contracting Parties;
11. Agreements may be concluded between the Secretariat or MAP bodies and the MAP Partners considered the most directly concerned/competent, in order that the latter may contribute to the execution of tasks within the framework of the MAP programme. However, partnership between UNEP MAP and MAP Partners in no way implies the automatic granting of financial assistance;
12. MAP Partners may at any point renounce the accreditation accorded to them by addressing a written notification to the Secretariat.

MAP Partners Responsibilities

1. MAP Partners include in their programmes of activities the objectives pursued by MAP and its components as expressed in the Barcelona Convention and its Protocols, in resolutions of the Mediterranean Commission on Sustainable Development (MCSD) and in decisions of the Meetings of the Contracting Parties;
2. In order to reinforce the spirit of solidarity among the peoples of the Mediterranean, MAP Partners contribute to the raising of awareness and information of their members and more generally of the public, in order to make better known the objectives of the Barcelona Convention and its Protocols, as well as the achievements of MAP;
3. To this effect, MAP Partners disseminate relevant data and information material in meetings and other events they organize and publish documents concerning MAP activities;
4. MAP Partners regularly inform the Secretariat and the various MAP programmes and RACs about their activities as well as their contribution to achieving the objectives of MAP, mainly by sending them their information bulletins, annual reports and other relevant publications and by inviting them to participate in their public meetings and other activities where appropriate;
5. MAP Partners work to promote and reinforce compliance with the Barcelona Convention and its Protocols and to contribute to their implementation with the support of MAP Partners at the local, national and international levels.
6. MAP Partners strive to build a partnership with other stakeholders, especially the private sector, other NGOs and public authorities, with a view to undertaking promotion activities relating to the implementation of the Barcelona Convention and its Protocols;
7. MAP Partners strive to develop environmental education and training activities in the Mediterranean countries, in connection with MAP's objectives and activities;
8. MAP Partners strive to develop relationships and joint actions and synergies with other MAP Partners in the North and South of the Mediterranean;
9. According to their expertise and specific experience at local, national or regional levels, MAP Partners put at the disposal of MAP their know-how and expertise by providing advice or counsel and by participating in MAP surveys, activities or publications;
10. MAP Partners regularly keep abreast of MAP's activities, and projects by using available sources, especially the various internet sites;
11. MAP Partners provide of their own accord, or at the request of the various MAP bodies, any information, documentation or report relating to subjects under study to both the Secretariat and the various programmes and RACs;
12. MAP Partners maintain continuous relationships with the various MAP Focal Points in the countries where they are present;
13. MAP Partners contribute and participate regularly in an active manner in the MAP meetings and other activities to which they are invited;
14. In expressing their points of view, MAP Partners shall refrain from any statement, whether oral or verbal, which would infringe upon the rights of others;
15. MAP Partners must not use the opportunity of MAP meetings to express political or religious views on matters other than those directly related to the Barcelona Convention;
16. In construing the application of the foregoing responsibilities of accredited MAP Partners, account shall be taken of the differentiated capacity, resources, socio-cultural circumstances and objectives of accredited MAP Partners;
17. MAP Partners' contribution to MAP implementation as described under "Responsibilities" should be properly reported in the MAP reporting process.

Compliance with the Code of Conduct

1. In case of a complaint or dispute regarding the rights and responsibilities of MAP Partners within the MAP framework between a MAP Partner and the MAP bodies, a written complaint may be lodged with the Secretariat by the MAP Partner involved. The Secretariat strives to resolve the conflict and, if necessary, calls in a mediator appointed by the Bureau.
2. If the Secretariat is of the reasonable opinion that a MAP Partner has materially failed to comply with this Code of Conduct, then:
 - a) the Secretariat shall notify that MAP Partner of its alleged non-compliance, providing the MAP Partner with a written explanation of the grounds of such alleged non-compliance;
 - b) the MAP Partners shall have 30 days following receipt of such notice to provide the Secretariat with a written response to the alleged non-compliance;
 - c) the Secretariat shall consider the written response, and either:
 - i. accept the response and withdraw its notice; or
 - ii. serve notice on the MAP Partner that the non-compliance must be remedied within 30 days of such subsequent notice;
 - d) If the MAP Partner fails to remedy the breach of the Code of Conduct within that second 30- day period, the Secretariat may refuse to renew the MAP Partner's observer accreditation, provided that, in no circumstances shall non-compliance with this Code of Conduct be used as a means of pressurizing an MAP Partner or expelling an MAP Partner on arbitrary grounds.

B. Criteria for accreditation, renewal, withdrawal of accreditation and the relevant procedures

Part I: General conditions for accreditation

MAP Partners shall contribute to the achievement of the objectives of the MAP/Barcelona Convention and its Protocols and to the delivery of the Programme of Work of UNEP/MAP. Governmental entities as well as non-governmental entities and inter-governmental entities having an interest in the MAP, may apply for MAP Partner status.

For the purpose of the present decision the following categories are eligible to apply for obtaining MAP Partner status:

1. NGOs
2. Local Authorities
3. Academic and Scientific Institutions and Networks
4. Economic Actors and Private Sector Associations
5. Civil Society Organizations, including Women and Youth Organizations
6. Secretariats of Regional Agreements

MAP Partners should satisfy the following general conditions:

- a) be representative in the field(s) of their competence and fields of action by the Mediterranean Action Plan Barcelona Convention and its Protocols;
- b) be able, through their work, to support the achievement of the objectives of the Mediterranean Action Plan/Barcelona Convention and its Protocols;
- c) be able to make known the work of the Mediterranean Action Plan/Barcelona Convention and its Protocols in the region and/or their respective countries;
- d) be able to contribute, through a specific project or programme, to the implementation of MAP/Barcelona Convention and its Protocols programme of activities;
- e) be able to contribute, through a specific event or manifestation linked to a Mediterranean Action Plan field of activity, to public awareness-raising;
- f) be able to provide, through their specific activity or experience, expert advice on the definition of Mediterranean Action Plan policies, programmes and actions;
- g) be able regularly to disseminate information to their members, where applicable, on the standards, activities and achievements of the Mediterranean Action Plan/Barcelona Convention in their own field(s) of competence;
- h) be able to furnish, either spontaneously or at the request of the Mediterranean Action Plan's different bodies, information, documents or opinions relating to their own field(s) of competence.

Part II: Specific accreditation criteria and procedures

Accreditation

The following criteria apply:

- to have legal status; terms of reference, objectives and scope of activities related to one or more of MAP's areas of activity and to the scope of the Convention and its Protocols;
- to have existed for at least four years;
- to submit financial and activity reports from the last two years;
- to operate democratically;
- to have their regional office or headquarters in a Mediterranean country and/or to have activities in the Mediterranean and actively contribute to the objectives of UNEP/MAP;
- to demonstrate proof of general or specialised, technical or scientific competence on issues related to the activities of MAP, the Barcelona Convention and its Protocols;
- to demonstrate what contributions the MAP Partner could make to MAP and the Convention and Protocols.

Accreditation procedure:

1. The request is sent to the Secretariat 6 months before a Meeting of Contracting Parties by a MAP Partner or through a proposal from a RAC/MED POL with the consent of the concerned MAP Partner. The request is made using the application form attached as Appendix to this Annex
2. RACs' opinion sought
3. Draft Secretariat proposal submitted to the MAP Focal Point of the relevant Contracting Party
4. Decision of the Bureau on the accreditation
5. Bureau decision forwarded to the MAP Focal Points meeting and subsequently to the Contracting Parties meeting for endorsement
6. Tacit consent of the Contracting Parties meeting

Withdrawal of accreditation

Following a hearing with the MAP Partner in question, the Secretariat may withdraw accreditation if it deems that the MAP Partner no longer meets the accreditation criteria or has breached the Code of Conduct and failed to remedy such breach in accordance with the provisions of the Code of Conduct.

Total lack of participation in MAP meetings and activities over a period of 4 years will lead to the accreditation being automatically cancelled following a hearing with the MAP Partner in question.

Part III: Effects of accreditation

List of MAP Partners/Observers

The Secretariat shall draw up a list of MAP Partners and update it for each Meeting of the Contracting Parties.

Participation in MAP activities

1. Art. 8-2 of the Rules of Procedure applies as a matter of principle to international MAP Partners with no special authorisation being requested. These meetings include the various meetings of the focal points.
2. Exceptionally, and depending on the agenda being of potential interest to the national/local MAP Partners, the latter may request special authorisation from the Secretariat to attend a meeting or conference which is of direct concern to them.
3. MAP Partners accredited as observers are entitled to be appointed as members of the Mediterranean Commission on Sustainable Development in accordance with the Commission's Rules of Procedure.
4. According to art.8.1.B and 8.2 of the Barcelona Convention's Rules of Procedure and art. 5 of the Rules of Procedure of the Mediterranean Commission on Sustainable Development, MAP Partners accredited according to the afore-mentioned provisions may be represented as observers at meetings of the Commission, with the consent of its Steering Committee.
5. Accredited MAP Partners may be invited to attend RAC meetings and the steering groups for RAC activities.
6. Proposals made by a MAP Partner may be put to the vote if supported by a Contracting Party.
7. The other forms of participation and partnership are laid out in the code of conduct on rights and responsibilities of MAP Partners.

Appendix

Application form for MAP Partners Status

Please send your completed form and required documents by email to unepmap@un.org

Part A - General information

1. Name and acronym of the organization in English and French
2. Address of the Headquarters
Street Town
Country
Telephone Fax
Email Internet
site
3. Year of foundation
4. Type of organization
Association; federation, foundation, professional organization, umbrella organization
5. Organizational status

President of the organization, name, surname, address Secretary
General of the organization name, surname, address Structure and
functioning of directing bodies
Staff
Number of members
6. Funding
 - Membership fees
 - Public funding
 - Private donations
 - Other, please specify
7. Aims
Please describe briefly the goals, mandate or mission of your organization in English or French
8. Activities of your organization
Please describe activities of your organization
9. Constituency
Please describe briefly the support base (members/supporters/donors) of your organization
10. Accreditations
Accreditation with other international intergovernmental organizations

11. Publications*Titles/number**Does your organization publish an annual report?*

Yes No

*Does your organization produce a list of available publications and/or educational matters?***Part B - Areas of possible cooperation with MAP**

Please indicate the areas of your organization's activities which correspond to the MAP Programme of activities and Policies:

- Governance for environment and development
- Integrating environment in development
- Legal aspects of implementation of the Barcelona Convention and its Protocols
- Pollution control and prevention
- Biodiversity conservation
- Integrated coastal zone management/Ecosystem management
- Sustainable consumption and production
- Sustainable management of natural resources and efficient use of resources
- Public participation and awareness

Part C - Modalities of cooperation with MAP

1. In what way does your organization feel it could contribute to the MAP activities and to the promotion of its values?

(Please describe: Studies, reports, previous work in the field concerned, expertise of its members, etc)

2. What practical cooperation has already been established with the Coordinating Unit and the RACs?

(Please describe joint activities, comments on draft documents, exchange of information, participation as experts, participation at MAP meeting and events, etc)

3. By what means and to which audience would your MAP Partner promote the work of MAP and its achievements?

Name and signature

Your position in the Organization Date

Please return this questionnaire preferably by email to unepmap@un.org or by post to:

Coordinating Unit for the Mediterranean Action Plan

Please enclose all the documents required to support your application for observer status:

1. Copy of the statute
2. A list of member organisations
3. A report on recent activities
4. A declaration that your organisation accepts the rights and responsibilities of MAP partners as described in the Code of Conduct of MAP partners adopted by the 16th Meeting of the Contracting Parties as amended by the 23rd meeting of the Contracting Parties.

Annex VI

**Decision IG.21/13: Terms of Reference of the Bureau of the Contracting Parties to
Barcelona Convention**

**Decision IG.21/13: Terms of Reference of the Bureau of the Contracting Parties to
Barcelona Convention⁵**

(Consolidated text)

Composition and tenure

Article I

1. The Bureau of the Contracting Parties shall be composed of representatives of six Contracting Parties elected by the Ordinary Meetings of the Contracting Parties to the Convention for the Protection of the Marine Environment and the Coastal Region of the Mediterranean and its Protocols.

Article II

1. The members of the Bureau shall serve as the President, the four Vice-Presidents and the Rapporteur and shall be elected at the commencement of the first sitting of each ordinary meeting.
2. A representative of the State hosting the meeting of the Contracting Parties will be elected during the Meeting of the Contracting Parties as President of the Bureau and act in such capacity until a new President is elected at the next Meeting of the Contracting Parties.
3. In electing the members of the Bureau, the Contracting Parties shall seek to ensure rotation amongst the Contracting Parties and will take into account regular payment of the contributions of the Contracting Parties to the MTF and regular attendance at the meetings of the Contracting Parties and compliance with their reporting obligations under the Convention.
4. Two members of the Bureau will be elected from each of the three groups of Parties to the Convention.
5. A representative of the State that is going to host the following meeting of the Contracting Parties will be elected member of the Bureau. In case of no decision in this regard at the moment of the election of the Bureau members, a representative of that State will become an ex-officio member of the Bureau from the moment a decision is made on the venue.
6. A representative of the State that presided the Bureau during the previous biennium will be elected as ex-officio member of the Bureau to ensure continuity.

Article III

1. The members of the Bureau are elected in their personal capacity and shall hold office until the election of the new Bureau at the next Ordinary Meeting of the Contracting Parties.
2. At least four members shall be replaced at each ordinary meeting, and no State will be a member of the Bureau for more than two consecutive periods, except for ex-officio members, as established in Article II (5).
3. In case of temporary absence of the President, one of the Vice-Presidents designated by him/her shall serve as President of the Bureau.
4. If a member of the Bureau resigns or otherwise becomes unable to complete his term of office, a representative of the same Contracting Party shall be named by the Contracting Party concerned to replace him/her for the remainder of his/her mandate.
5. The Coordinator shall assist the Bureau in its work and shall sit ex-officio on the Bureau.

⁵ This Decision was amended by Decision UNEP/MED IG.22/28 and then amended by Decision UNEP/MED IG.26/05.

Meetings

Article IV

1. The work of the Bureau will be carried out both by electronic means (audio and teleconferences and email) and through face-to-face meetings. The Bureau shall meet at least twice a year for a two or three day period, in regular meetings, and in extraordinary meetings, upon one month's notice, as may be necessary for the efficient discharge of its duties upon the summons of its President or upon request by one of its members.
2. Unless decided differently, the Bureau shall hold its meetings at the Headquarters of the Coordinating Unit. In case a Contracting Party offers to host a meeting of the Bureau, it shall bear the additional costs of holding the meeting in a venue other than the Coordinating Unit Headquarters.
3. The Bureau members may be accompanied to the meetings of the Bureau by advisors, as they may consider appropriate. Travel costs of advisors are born by the relevant Contracting Party.

Organizational matters

Article V

1. The meetings of the Bureau shall be convened by the Secretariat in consultation with the President of the Bureau.
2. Invitations to the meetings of the Bureau shall be sent out by the Secretariat to the members of the Bureau.
3. All Contracting Parties of the Convention which are not members of the Bureau shall be informed about the intent to hold a meeting of the Bureau and of about the agenda.
4. The Bureau may invite any Contracting Party which so requests to participate as an observer in its deliberations on any matter of particular concern to that Party, on their own expense.
5. The Secretariat shall, in consultation with the President of the Bureau, prepare the draft Agenda for each Bureau meeting, which can be completed or amended by the members of the Bureau, giving adequate advance notice to that effect.
6. Once finalized the Agenda of the Bureau shall be shared with all Contracting Parties.

Article VI

1. The Secretariat shall prepare the documents needed for the discussion of the various agenda items. These documents shall be sent one month before the meeting and shall include as a minimum the following:
 1. provisional agenda and annotated provisional agenda;
 2. status of contributions and letters requesting payment or reminders, as appropriate;
 3. status of funds committed;
 4. progress reports of the Coordinating Unit and the MAP Components on activities carried out;
 5. recommendations on specific questions;
2. Identification of the main international and national events, whose results contribute to a better knowledge of environmental development and of sustainable development in the region and which may provide a sounder basis for decision making.

Article VII

1. The working languages of the meetings of the Bureau shall be English and French.
2. The Bureau adopts its decisions by consensus. In cases where consensus cannot be reached, decisions will be made with the favorable vote of four members of the Bureau but the dissenting opinions should be reflected in the report of the meeting.
3. The reports of the Meetings of the Bureau consist of conclusions and recommendations of the Bureau meetings drafted by the Rapporteur with the support of the Secretariat and adopted in session. The final edited report shall be distributed in the working languages of the Bureau by electronic means, as soon as available, but no later than one month after the meeting, to the focal points of the Contracting Parties. Such reports shall also be made available to the ordinary meeting of the Contracting Parties taking place subsequently after the relevant meetings of the Bureau, as information documents.
4. Representatives of a Party taking part in the Bureau proceedings or meetings may use a language other than the working languages of the Bureau, only if that party provides for the interpretation.

Article VIII

1. The members of the Bureau shall consult before the meetings of the Bureau, with the focal points of the Contracting Parties of the group of Parties to the Convention from which they were elected, on the issues of the agenda of the meetings.

General Mandate*Article IX*

1. The Bureau members serve as the officers of the meetings or conferences of the Contracting Parties.
2. The Bureau is not a negotiating body. In the intersessional period between ordinary meetings of the Contracting Parties, and on their behalf, the Bureau reviews and evaluates progress in the implementation of the Convention and its protocols, and the decisions of the Contracting Parties, and provides guidance and advice to the Secretariat on all policy and administrative matters related to such implementation.
3. The Bureau makes recommendations, as appropriate, for consideration at the following meeting of the Contracting Parties, on issues of the agenda of that meeting, and overviews the preparations for those meetings including advice to the Secretariat on how to enhance the preparations, efficiency and results of the meetings of the Contracting Parties, and on any other matters brought to it by the Secretariat.
4. The Bureau carries out interim activities as may be necessary to execute the decisions of the Contracting Parties and performs any other function as may be entrusted to it by the Conference of the Parties.
5. The Bureau works together with the Secretariat on measures to enhance the functioning of the Secretariat and MAP Components, taking into account, inter alia, cost benefit analyses, performance and success indicators. To this aim, an evaluation report shall be submitted to Meetings of the Contracting Parties to facilitate on future planning of the Barcelona System.

Programme of Work and Budget

Article X

1. The Bureau shall provide guidance to the Secretariat on the preparation of the draft work programme and budget proposals for the next biennium including on the indicative planning figure in line with MAP's planning processes.
2. At its meetings, the Bureau shall consider the draft work programme and budget proposals prepared by the Secretariat and make recommendations to the Conference of the Parties.

External Relations

Article XI

1. The Bureau may, in periods between the meetings of the Contracting Parties, review the relations with similar regional Conventions and Action Plans, international financial institutions and programmes and relevant Intergovernmental and non- governmental organizations. In cooperation with the Coordinating Unit, the Bureau may submit to the meetings of the Contracting Parties policy proposals concerning such a relationship.

Emergency Situations

Article XII

1. The Bureau shall decide, during its meetings or by electronic means, with the Coordinating Unit, on responses in case of emergency situations and shall take emergency measures within the functions and financial resources of the Convention and Action Plan to deal with events requiring immediate action. The Contracting Parties shall be informed of any such decision within two months of its adoption.