

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN THE**

**MINISTERIAL CONFERENCE ON FISHERIES COOPERATION AMONG AFRICAN STATES BORDERING THE ATLANTIC OCEAN (ATLAFCO)**

**AND**

**THE FOOD AND AGRICULTURE ORGANIZATION OF THE UNITED NATIONS (FAO)  
ON BEHALF OF THE**

**GENERAL FISHERIES COMMISSION FOR THE MEDITERRANEAN (GFCM)**

The Ministerial Conference on Fisheries Cooperation among African States Bordering the Atlantic Ocean (ATLAFCO) and the Food and Agriculture Organization of the United Nations (FAO), acting on behalf of the General Fisheries Commission for the Mediterranean (GFCM), hereafter jointly referred to as "the Parties";

**WHEREAS** ATLAFCO is an inter-governmental organization created in 1989 and composed of 22 States; from Morocco to Namibia. The Convention establishing ATLAFCO, "Regional Convention on Fisheries Cooperation among African States Bordering the Atlantic Ocean", was adopted in 1991, with the main objectives to promote and strengthen the regional cooperation on fisheries development; and to coordinate and to harmonize efforts and capacities of stakeholders for the conservation and sustainable use of fisheries resources. The institutional framework of ATLAFCO includes the Conference of Ministers, the Bureau and the Executive Secretariat,

**WHEREAS** the GFCM is a Regional Fisheries Management Organization established in 1949 under Article XIV of the FAO Constitution with the aim, *inter alia*, of promoting the development, conservation, rational management and best utilization of living marine resources and of favouring the sustainable development of aquaculture and has a mandate over the Mediterranean Sea and the Black Sea. It serves its Members through four subsidiary bodies and thematic working groups which facilitate the implementation of agreed policies and activities, as coordinated by the Secretariat,

**WHEREAS** the Parties share common goals and objectives with regard to the fight against illegal, unreported and unregulated fishing (IUU fishing) and wish to collaborate to further these common goals and objectives within their respective mandates and governing rules and regulations,

**WHEREAS** the Parties mutually respect their independence and diversity of approaches including naturally accepting the possibility to hold different views on specific issues,

**WHEREAS** the Parties intend to conclude this Memorandum of Understanding (hereafter referred to as "MoU") with the aim to establish a broader cooperation aimed at complementing their activities, creating synergies and avoiding duplication of efforts, whereby the parties will seek to promote participation in global initiatives undertaken by the FAO in the fight against IUU fishing, including the implementation of international fisheries instruments and related capacity development programs, consistent both with these instruments and FAO's strategy on IUU fishing,

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AS

**ATLAFCO AND GFCM HAVE AGREED TO COOPERATE UNDER THIS MoU AS FOLLOWS:**

**Article 1**

**Interpretation**

This MoU supersedes all prior communications and representations between the Parties, whether oral or written, concerning the subject matter thereof.

**Article 2**

**Purpose**

Having regard to the respective mandates of the Parties, the purpose of this MoU is to provide a framework of cooperation and understanding and to facilitate collaboration between the Parties to further their shared goals and objectives in relation to the fight against IUU fishing in their respective fields of competence.

**Article 3**

**Areas and scope of cooperation**

1. Areas of cooperation are agreed jointly in accordance with this MoU to enable the Parties that have competence over two neighboring geographical areas to respond to newly emerging issues in the realm of the fight against IUU fishing.
2. The Parties have agreed on the following areas of cooperation under this MoU:
  - a) Cooperation in connection with the fight against IUU fishing including on the trans-regional dimension of IUU activities,
  - b) Definition of actions related to exchanges of information about IUU activities,
  - c) Definition of actions related to the launching of joint initiatives to deter IUU fishing.
3. Subject to the applicable internal rules and procedures of each Party, the details about the activities to be implemented within the remit of areas of cooperation set forth in Article 3(2) above, include, but are not limited to:
  - a) Exchange of relevant information on the nature and extent of IUU fishing activities, particularly in those cases where such activities have a trans-regional dimension by:
    - i. Setting up an information exchange system between the Parties in order to inform each other in case fishing vessels which are not flying the flag of Members to ATLAFCO or the GFCM are sighted in their respective areas of competence and appear to be crossing from one area of competence to the other,
    - ii. Keeping each other abreast of any developments, including the adoption of measures (e.g. port State measures, Vessel Monitoring System (VMS), that could underpin trans-regional cooperation in the fight against IUU fishing,
    - iii. Disseminating via the respective websites information of mutual interest and use (e.g. list of IUU vessels),
  - b) Participation in the respective relevant activities and meetings organized to address issues

relating to the fight against IUU fishing and launching, as appropriate, joint initiatives and projects on the subject.

4. The Parties shall also engage in disseminating information on their joint initiatives addressing IUU fishing and undertake promotional activities, including:
  - i. Reporting to the Regional Fishery Body Secretariat Network coordinated by FAO on common undertakings,
  - ii. The organization of events to raise awareness on the deleterious effects of IUU fishing on the sustainability of fisheries, such as a dedicated day to draw attention on the urgency to fight IUU fishing.
  - iii. Drafting outreach material, such as leaflets and brochures, that could be used to disseminate results and best practices on the fight against IUU fishing.
5. Specific activities related to paragraphs 3 and 4 will be identified and carried out on the basis of legal arrangements concluded pursuant to Article 4(8) of this MoU, as appropriate.
6. The areas of cooperation are relevant to the respective mandates of the Parties. As appropriate, they may be revised based on, and in consistency with, decisions of the respective governing bodies of the Parties that might have a bearing on their respective mandates.
7. ATLAFCO and the GFCM 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.
8. This MoU seeks to further harmonize the activities of the Parties, optimise the use of resources and to avoid duplication of efforts. In this context, ATLAFCO and the GFCM 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. Furthermore, ATLAFCO and GFCM will undertake the activities under this MoU on preliminary basis and until a final joint work plan will be finalized and submitted for approval to the respective governing bodies of the Parties, namely the ministerial conference of ATLAFCO and the Commission of GFCM, and annexed to this MoU.

#### **Article 4**

##### **Organizational arrangements pertaining to the cooperation**

1. The Parties shall hold bilateral consultations on matters of mutual interest in accordance with an agenda agreed in advance by them, aiming also at the development and/or review of their joint activities. Subject to the applicable internal rules and procedures of each Party and to prior consultation among the Parties, relevant international organisations and relevant initiatives and/or projects may be invited by both Parties to join such consultations, which 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 a year in occasion of consultations:
  - a) technical and operational issues related to furthering the objectives of the present MoU;
  - b) review progress in the work by the Parties in implementing the MoU.
2. Further bilateral meetings at desk-to-desk and expert levels will be encouraged and convened on an *ad hoc* basis, as deemed necessary by the Parties to address priority matters regarding the implementation of activities in specific areas, countries and regions.
3. Where the Parties convene a meeting at which policy matters related to this MoU will be discussed, the Parties will, as appropriate, invite each other.

4. ATLAFCO and the GFCM will inform their relevant governing bodies on the progress made in implementing this MoU by including this issue in the agenda of each Ordinary Meeting or Annual Session of their respective governing bodies, as appropriate.
5. The Parties will encourage, and where possible promote, contacts, exchange of information and joint activities at the national level between their respective focal points. The Parties may subsequently develop these contacts, exchange of information and joint activities taking care of safeguarding the confidentiality of the information and documents which have this character.
6. Within the remit of areas of cooperation set forth in Article 3(2), collaboration between ATLAFCO and the GFCM will be carried out, as appropriate, through joint elaboration, fundraising for and implementation of projects on specific issues of common interest.
7. Neither Party shall engage in fundraising with third Parties for activities to be carried out within the framework of this MoU in the name of, or on behalf of, the other.
8. Nothing under this MoU imposes financial obligations upon either Party. If the Parties mutually agree to allocate specific funds to facilitate an activity undertaken pursuant to this MoU, such an agreement will be reflected in writing and signed by both Parties. In particular, for the implementation of joint activities within the framework of this MoU which might involve payment of funds, a specific separate legal arrangement will be entered into, as appropriate, taking into account the relevant administrative and financial rules and procedures applicable to each Party.
9. The Parties will undertake, within their global knowledge network and to the extent possible, to facilitate mutual access to relevant information and body of work as well as dissemination between the Parties. The Parties will consider the possibility of joint missions and the hosting of joint training activities and information sessions.
10. Both ATLAFCO and the GFCM will identify, as appropriate, focal points within their internal organizational structure to coordinate cooperation under this MoU. In addition, both Parties shall identify an overall focal point responsible for the implementation and the monitoring of the activities under this MoU.

#### **Article 5**

##### **Status of personnel**

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, sub-contractors or employees of the other Party. Neither Party shall be liable for the acts or omissions of the other Party or its agents, sub-contractors, employees or any persons performing services on behalf of it.

#### **Article 6**

##### **Transparency and Confidentiality**

Notwithstanding the foregoing, neither of the Parties nor its personnel shall communicate to any other person or entity any confidential information made known to it by the other Party/ies in the course of the implementation of this MoU, nor shall it use this information to private or company advantage.



## **Article 7**

### **Privileges and Immunities**

Nothing in this MoU or in any document or arrangement relating thereto shall be construed as constituting a waiver of privileges or immunities of either Party, nor as extending any privileges or immunities of either Party to the other Party or its personnel.

## **Article 8**

### **Dispute settlement**

Any dispute between the Parties concerning the interpretation and execution of this MoU, or any document or arrangement relating thereto, shall be settled by negotiation between the Parties. Any differences that may not be so settled shall be brought to the attention of the Executive Heads of the two institutions for final resolution.

## **Article 9**

### **Official emblems and logos**

1. Neither Party shall use the name, emblem or logos of the other Party, its subsidiaries, affiliates, and/or authorized agents, or any abbreviation thereof, in any press release, memo, report or other published disclosure related to this MoU, without the prior written approval of the other Party, which may be provided electronically.
2. In no event will authorization of the ATLAFCO or the GFCM name or emblem, or any abbreviation thereof, be granted for commercial purposes.

## **Article 10**

### **Intellectual property rights**

1. Intellectual property rights, in particular copyright, in material such as information, software and designs, made available by the Parties to be used to carry out activities under this MoU shall remain with the originating Party. Appropriate authorizations for use of such materials by the other Party will be addressed in the agreements concluded accordance with Article 4(8) above.
2. All intellectual property rights in materials developed under this MoU, such as information, software and designs, will belong to FAO. ATLAFCO will enjoy a perpetual, royalty-free, non-exclusive and non-transferable license to use such materials for non-commercial purposes.

## **Article 11**

### **Notification and amendments**

1. Each Party shall notify the other in writing of any proposed or actual changes that it deems necessary for this MoU.
2. Upon receipt of such notification, the Parties shall consult each other with a view of reaching an agreement on any actual or proposed change(s) suggested in accordance with Article 11 (1).
3. This MoU may be amended only by mutual agreement of the Parties reflected in writing.

**Article 12**

**Termination**

1. This MoU may be terminated by either Party by giving 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 specific arrangement established in accordance with Article 4(8), unless agreed otherwise. The rights and obligations set out in Articles 6, 7, 8, 9 and 10 of this MoU shall survive the expiration or termination of this MoU.

**Article 13**

**Duration**

This MoU shall be signed on the same date by both Parties. It shall remain in effect for 4 years or until terminated in accordance with Article 12 above. Its content will be reviewed every 2 years, as appropriate.

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

**For ATLAFCO**

\_\_\_\_\_  
Name: Mr Abdelouahed Benabbou

Title: Executive Secretary, ATLAFCO

Date: 28/10/2015

**For FAO, on behalf of the GFCM**

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Name: Mr Abdellah Srour

Title: Executive Secretary, GFCM

Date: 28/10/2015