



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



AFRICAN UNION
INTERAFRICAN BUREAU
FOR ANIMAL RESOURCES

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
MINISTERIAL CONFERENCE ON FISHERIES COOPERATION
AMONG AFRICAN STATES BORDERING THE ATLANTIC
OCEAN (ATLAFCO)
AND
AFRICAN UNION THROUGH THE AFRICAN UNION –
INTERAFRICAN BUREAU FOR ANIMAL RESOURCES (AU-IBAR)

JULY 2018

AND WHEREAS the Parties intend to conclude this Memorandum of Understanding (hereafter referred to as "MoU") with the aim to establishing a broader cooperation for complementarity in their activities, creating synergies and avoiding duplication of efforts;

NOW THEREFORE THE PARTIES HAVE AGREED TO COOPERATE UNDER THIS MoU AS FOLLOWS:

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Article 1: 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 development, conservation, rational management and optimal utilization of living marine resources and the sustainable development of aquaculture in their respective fields of competence.

Article 2: Areas and scope of cooperation

1. Areas of cooperation agreed jointly in accordance with this Memorandum of Understanding to enable Parties to respond to the challenges of harmonious development and newly emerging issues in the fisheries and aquaculture sectors on the African continent.
2. The Parties have agreed on the following areas of cooperation under this MoU:
 - a) Protection and preservation of the marine environment ;
 - b) Sustainable use of marine resources ;
 - c) Harmonisation of policies and strategies ;
 - d) Monitoring, Control and Surveillance, of fishing operations and combating IUU ;
 - e) Strengthening professionalism in the sector and technical training ;
 - f) Strengthening capacity for fisheries research ;
 - g) Fisheries data collection, processing and use ;
 - h) Transparency as regards the conditions of access to fish resources and fishing activities and ;
 - i) Sustainable development of aquaculture and small-scale fisheries.
3. Subject to the 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 2 (2) above, include, but are not limited to:
 - a) Setting up an information exchange system between the Parties to inform each other on issues of common interest;
 - b) Participation in the respective relevant activities and meetings organized to address issues related to fisheries and launching, as appropriate, joint initiatives and projects on the subject.

- c) Keeping each other abreast of any developments, including the adoption of measures (e.g. port State measures, Vessel Monitoring System (VMS)...), that could underpin fisheries trans-regional cooperation;
- d) Disseminating via the respective websites information of mutual interest and use;
- e) Taking cognizance of the agenda of each Party in the activities of the other, including support to Member States priorities and actions;
- f) Collaborating in the elaboration of policies through a bilateral communication system that improves the flow of relevant information. Specific activities will be identified and carried out jointly;
- g) Developing a joint forum, including via the internet and other available electronic means and tools, that builds upon existing synergies thus leading to the targeting of common tasks linked to joint priorities;
- h) Promoting and strengthening means that ensure the collection of information relating to fisheries that is of relevance to the development of a more comprehensive framework, bearing in mind the need to reinforce links between stakeholders and scientific advice leading to conservation and management measures in African Waters;

4. The parties shall work together, to the extent possible within the remit of their respective mandates, for the implementation of the activities undertaken pursuant to this MoU.

Article 3: 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.

Article 4: Implementation Mechanism and exchange of information

1. 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 AU-IBAR will inform each other of their respective capacity development and related initiatives so as to strengthen cooperation through a permanent platform, such as websites of the Parties. Furthermore, ATLAFCO and AU-IBAR 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 High level Policy Dialogue forum on fisheries and aquaculture organized by AU-IBAR.

2. The Parties 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.

3. 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.

4. 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 hosting of joint training activities and information sharing sessions.

Article 5: Cost-sharing and Financial Agreements

1. Within the remit of areas of cooperation set forth in Article 3-2, collaboration between the Parties will be carried out, as appropriate, through joint elaboration, fundraising for and implementation of projects on specific issues of common interest. 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.

2. 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.

Article 6: Channel of Communication and Notice

1. For purpose of facilitating the implementation of this MoU, the channel of communication for the Parties will be:

For ATLAFCO :

For AU-IBAR :.....

2. Either Party may bey notice in writing to the other Party, designate additional representative or sustitute other focal points for those designated in this Article

Article 7: 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 8: 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 9 : 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 10: 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 11: 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 Parties name or emblem, or any abbreviation thereof, be granted for commercial purposes.

Article 12: 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 supplementary agreements concluded.
2. All intellectual property rights in materials developed under this MoU, such as information, software and designs, will belong to original Party. ATLAFCO and AU-IBAR will enjoy a perpetual, royalty-free, non-exclusive and non-transferable license to use such materials for non-commercial purposes.

Article 13: 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 13-1.
3. This MoU may be amended only by mutual agreement of the Parties reflected in writing.

Article 14: Termination

This MoU may be terminated by either Party by giving 6 months prior written notice to the other Party. Such termination will take effect as of the date specified in the termination notice provided that the provisions contained herein will remain in effect to the extent necessary to permit an orderly settlement of all arrangements made with respect to ongoing cooperation activities.

Article 15: Duration and renewal

1. This MoU shall be signed on the same date by both Parties. It shall remain in effect for 3 years or until terminated in accordance with Article 12 above. Its content will be reviewed, as appropriate.
2. This MoU may be renewed upon written request of either Party. The Parties acknowledge that before it can agree to the extension of this MoU, the AU will need to follow internal processes and procedures, including a tangible, evidence-based review of satisfactory performance and implementation of the MoU.

Article 16: Interpretation

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