

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**THE INTERNATIONAL COUNCIL FOR THE EXPLORATION OF THE SEA (ICES)**  
**AND**  
**THE FOOD AND AGRICULTURE ORGANIZATION OF THE UNITED NATIONS (FAO)**  
**ON BEHALF OF THE**  
**GENERAL FISHERIES COMMISSION FOR THE MEDITERRANEAN (GFCM)**

The International Council for the Exploration of the Sea (ICES) and the Food and Agriculture Organization of the United Nations (FAO), acting on behalf of the General Fisheries Commission for the Mediterranean (further referred to as GFCM), hereafter referred to as the “Parties”;

**WHEREAS** ICES is an intergovernmental organisation established in 1902, and in accordance with the Convention of 1964 has the mission to promote and encourage research and investigations for the study of the sea particularly those related to the living resources thereof and to publish or otherwise disseminate the results of research and investigations. On the basis of marine research, ICES provides scientific information and advice to Contracting Parties, and the regulatory Commissions with which cooperative relationships have been established. ICES also coordinates data collection regarding the marine environment and living resources and hosts data bases in the service of the scientific community and scientific advice;

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

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

**WHEREAS** the Parties intend to establish a broader cooperation aimed at harmonizing their activities, avoiding duplications and promoting synergies through the following Memorandum of Understanding (hereafter referred to as “MoU”),

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**THE INTERNATIONAL COUNCIL FOR THE EXPLORATION OF THE SEA AND THE GFCM HAVE AGREED TO COOPERATE UNDER THIS MoU AS FOLLOWS:**

**Clause 1**

**Interpretation**

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

**Clause 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 conservation of the marine environment and ecosystems and the sustainable use of marine living resources in their fields of competence.

**Clause 3**

**Areas and scope of cooperation**

1. Areas of cooperation are agreed jointly in accordance with the clauses of this MoU and its Annex to enable the Parties to respond to newly emerging issues in the realm of the conservation of the marine environment and ecosystems, and the sustainable use of marine living resources.
2. The Parties have agreed on the following areas of cooperation for this MoU:
  - 1) Stock Assessment and Management Plans of European Eel, within the Joint ICES/EIFAAC/GFCM Mediterranean Working Group on Eel.
  - 2) Implementation Process of the Marine Strategy Framework Directive (2008/56/EC; MSFD), including, *inter alia*, descriptor 3 – Commercial Species.
  - 3) Training programs and expert consultations on:
    - i. Stock assessment;
    - ii. Formulation of management advice.
  - 4) Indicators regarding the ecosystem impacts of fisheries.
  - 5) Development of frameworks for data collection and data collection planning,
  - 6) Development of data bases and data access
  - 7) Others to be defined jointly.
3. The details about the activities to be developed under the areas of cooperation indicated above are presented under the Annex. Specific activities will be identified and carried out on the basis of a protocol, pursuant to Clause 4(7).

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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.

#### **Clause 5**

##### **Knowledge management**

1. 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.
2. The Parties will consider the possibility of joint missions and the hosting of joint training activities and information sessions.

#### **Clause 6**

##### **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 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.

#### **Clause 7**

##### **Confidentiality**

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 in the course of the implementation of this MoU nor shall it use this information to private or company advantage. This provision shall survive the expiration of termination of this MoU.

#### **Clause 8**

##### **Dispute settlement**

Any dispute between the Parties concerning the interpretation and the 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 Agencies for final resolution.

#### **Clause 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 publications and documents produced by the Parties, without the express prior written approval, including provided via email, of the other Party in each case.
2. In no event will authorization of ICES or the GFCM name or emblem, or any abbreviation thereof, be granted for commercial purposes.

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4. The areas of cooperation are relevant within the context of the mandates of the Parties. As appropriate, they will be revised to be in line with those decisions of the governing bodies of the Parties that might have a bearing on their respective mandates.
5. ICES 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.
6. This MoU seeks to further harmonize the activities of the Parties, optimise the use of resources and to avoid duplications. In this context, ICES 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.

#### **Clause 4**

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

1. The Parties shall hold bilateral consultations on matters of common interest, in accordance with an agenda agreed in advance by them, aiming also at the development/review of their joint activities. Relevant international organisations and relevant initiatives/projects may be invited by both Parties to join such consultations that will take place at least once per year, through face-to-face meetings or remote conferences. The following two items should be examined at least once per year in occasion of consultations:
  - a) technical and operational issues related to furthering the objectives of the MoU;
  - b) review progress in the work by the Parties in implementing the MoU.
2. Further bilateral meetings at desk-to-desk and at expert level will be encouraged and convened on an *ad hoc* basis, as deemed necessary by the Parties to address priority matters regarding the implementation of activities in specific areas, countries and regions.
3. Where the Parties convene a meeting at which policy matters related to this MoU will be discussed, the Parties will, as appropriate, invite each other.
4. ICES and the GFCM will inform their relevant governing bodies on the progress made in implementing this MoU by including this issue in the agenda of each Ordinary Meeting/Annual Session of their respective governing bodies.
5. The Parties will encourage, and where possible promote, contacts, exchange of information and joint activities at national level between their focal points, particularly in those countries where the focal points for the Parties are not the same.
6. Within the remit of areas of cooperation set in Clause 3(2), collaboration between ICES 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. 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 protocol will be entered into, as appropriate, taking into account those relevant administrative and financial rules and procedures applicable to the Parties.
8. Both ICES and the GFCM shall identify one or more focal points within their internal

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## Annex 1

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

1. Stock Assessment and Management Plans of European Eel, within the Joint ICES/EIFAAC/GFCM Mediterranean Working Group on Eel.

#### GFCM/ICES/EIFAAC Workshop on EEL

Previous to the meeting, a chair(s) of the meeting shall be identified to ensure the preparation of meeting, in consultation with the Secretariats, which includes *inter alia*:

- Consideration of data requirements for the assessment of the local stocks, and identification of data and knowledge gaps, focusing on the data reporting requirements of the EU and CITES;
- Launch of a data call for the participants ensuring that the objectives of the meeting can be achieved. (i.e. eel production, yield and escapement, including physical habitat data (e.g. wetted area, productivity);

#### ToRs of the Workshop on EEL:

- Identification of available data, summary of published documentation, creation of a data inventory, analysis of gaps and identification of any management plans implemented;
- Assessment of local stocks;
- Estimation of aquaculture production in the GFCM area;
- Assessment of the anthropogenic impacts on the stock and its relation to the targets/limits of the (national) Eel Management Plans (if present) and the (international) EU Recovery Plan, and the need for non-detriment findings under CITES.

2. Implementation Process of the Marine Strategy Framework Directive (2008/56/EC; MSFD) including *inter alia* descriptor 3 – Commercial Species.

Development of technical and scientific knowledge and tools supporting EU Member States in the implementation of the MSFD

3. Training programs and expert consultations on: Stock assessment and Formulation of management advice.
4. Indicators regarding the ecosystem impacts of fisheries
5. Development of frameworks for data collection and data collection planning
6. Development of data bases and data access

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## **Clause 10**

### **Intellectual property rights**

Intellectual property rights relating to any project under or activity pursuant to this MoU will be managed in accordance with the rules and policies of each Party. In any case, the Parties shall consult with each other regarding the joint management of these rights so as to ensure their respect.

## **Clause 11**

### **Notification and amendments**

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

## **Clause 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 Clause 4(7) and Clause 9 of this MoU shall remain effective, unless agreed otherwise.

## **Clause 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 Clause 12 above. Its content shall be reviewed every 2 years, as appropriate.

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

**For the International Council for the Exploration  
of the Sea**



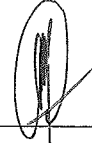
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Name: Mr Michael M. Sinclair

Title: President

Date: 14 May 2012

**For FAO, on behalf of GFCM**



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Name: Mr Abdellah Srour

Title: Executive Secretary

Date: 14 May 2012