

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE AGREEMENT ON THE CONSERVATION OF SMALL CETACEANS OF THE BALTIC, NORTH EAST
ATLANTIC, IRISH AND NORTH SEAS (ASCOBANS)
AND
THE INTERNATIONAL COUNCIL FOR THE EXPLORATION OF THE SEA (ICES)**

This Memorandum of understanding (“MOU”) is entered into by ICES and ASCOBANS, administered by the United Nations Environment Programme (UNEP), an international intergovernmental organization, hereinafter jointly referred to as “the Parties”.

WHEREAS ASCOBANS aim is to promote close collaboration amongst its Parties with a view to achieving and maintaining a favourable conservation status for small cetaceans in the ASCOBANS Area; cooperates with Range States and relevant intergovernmental and non-governmental organizations to achieve its aim; and seeks to support Parties in the implementation of the Agreement, including the conservation, research, and management measures prescribed in the Conservation and Management Plan annexed to the Agreement text;

WHEREAS ICES is an intergovernmental organization and has the mission to advance and share scientific understanding of marine ecosystems and the services they provide; to use this knowledge to generate state-of-the-art advice for meeting conservation, management, and sustainability goals; seeks to establish and maintain working arrangements with other international organizations and arrangements having related objectives;

WHEREAS the Parties wish to collaborate in areas of mutual concern, with transparency and efficiency, in the development of initiatives and actions of joint interest within their respective mandates and governing regulations;

NOW, THEREFORE, the Parties, being aware of the benefits that this cooperation will bring, agree as follows:

**Article 1
Purpose**

The purpose of this MOU is to provide a framework of cooperation and facilitate collaboration between the Parties, on a non-exclusive basis, in areas of common concern and interest. In order for both parties to maintain their respective independence this MOU shall not represent any commitment on the part of either Party to give preferred treatment to the other in any matter contemplated under this MOU or otherwise.

The definition and implementation of any subsequent specific activities, projects and programmes pursuant to this MOU, including those involving the transfer of funds between the Parties, shall be subject to separate agreements that may be entered into between the Parties under this MOU.

**Article 2
Areas of Cooperation**

The Parties hereby establish a strategic partnership and agree to cooperate in the following non-exhaustive areas of common concern and interest:

- Maintaining reciprocal consultation and regular contacts on matters of common interest in the fields of cetacean conservation and fisheries scientific research.

- Actively and regularly exchanging information and documents of current and planned activities, including workshops, symposia, and projects, in areas of common interest.
- Inviting reciprocal representation, in observer capacity, of ASCOBANS and ICES representatives at their annual meetings.
- Regularly consulting and engaging on ways in which cooperation between the Parties can be further improved and extended, including joint activities such as workshops, symposia, and joint working groups, in areas of common interest.
- Cooperating in the field of data and information management relating to the conservation of cetaceans.
- Other areas as decided by both Parties.

Article 3 Consultation and Exchange of Information

The Parties shall, on a regular basis, keep each other informed of and consult on matters of common interest, which in their opinion are likely to lead to mutual collaboration, and shall, at such intervals as deemed appropriate, convene meetings to review the progress of activities being carried out under this MOU and to plan future activities.

The Parties may invite each other to send observers to meetings or conferences convened by them or under their auspices in which, in the opinion of their party, the other may have an interest. Invitations shall be subject to the procedures applicable to such meetings or conferences.

Consultation and exchange of data, information and documents under this MOU shall be without prejudice to arrangements, which may be required to safeguard the confidential, licenced and restricted character of certain data, information and documents. Such arrangements will survive the termination of this MOU and of any agreements signed by the Parties within the scope of this collaboration.

Article 4 Nature of the Cooperation

Neither Party shall be entitled to enter into commitments 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 5 Implementation

The Parties will work out a plan envisaged under this MOU including specific activities projects and programmes, whose definition and implementation shall be subject to detailed separate agreements, in accordance with Article 1.

Each Party shall be responsible for its acts and omissions in connection with this MOU and its implementation unless agreed by either Party upon a separate agreement to the other Party.

Article 6 Acknowledgement of the Partnership

The Parties agree to recognize and acknowledge this partnership, as appropriate. To this end, the Parties shall consult with each other concerning the manner and form of such recognition and acknowledgement, including the use of their name and logos.

Article 7
United Nations Privileges and Immunities

Nothing in or relating to this MOU shall be deemed a waiver, expressed or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs.

Article 8
Dispute Settlement

The Parties shall use good faith efforts to settle amicably any dispute, controversy or claim arising out of this MOU.

Article 9
Miscellaneous

Failure by either Party to request the implementation of a provision of this MOU to the other Party shall not constitute a waiver of that or any other provision of this MOU.

Article 10
Term, Termination, Amendment

This MOU shall have an initial term of five years from the date on which it is duly signed by both Parties, unless terminated earlier by mutual consent or by either Party upon three months' notice in writing to the other Party.

This MOU may be amended only by mutual written agreement of the Parties. Such amendment will become an integral part of this MOU.

Any notice or other communication to ASCOBANS under this Agreement shall be in writing to ASCOBANS Secretariat (ascobans.secretariat@ascobans.org) and addressed to the ASCOBANS Executive Secretary, UN Campus, Platz der Vereinten Nationen 1, 53113 Bonn, Germany. Any notice or other communication to ICES under this Agreement shall be in writing to the ICES Secretariat (info@ices.dk) and addressed to the ICES President, H. C. Andersens Boulevard 44-46, DK 1553 Copenhagen V, Denmark.

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

For ASCOBANS

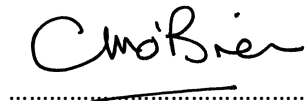


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Name: Amy Fraenkel
Title: Executive Secretary

Date: 3 December 2024

For ICES



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Name: Carl O'Brien
Title: President

Date: 11 December 2024