



MEMORANDUM OF UNDERSTANDING
BETWEEN
REGIONAL ADVISORY COUNCIL FOR THE MEDITERRANEAN SEA (RACMED)
AND
THE FOOD AND AGRICULTURE ORGANIZATION OF THE UNITED NATIONS (FAO)
ON BEHALF OF THE
GENERAL FISHERIES COMMISSION FOR THE MEDITERRANEAN (GFCM)

The Regional Advisory Council for the Mediterranean Sea (RACMED) and the Food and Agriculture Organization of the United Nations (FAO), acting on behalf of the General Fisheries Commission for the Mediterranean (GFCM), hereafter referred to as the "Parties";

WHEREAS RACMED has been created in 2004 on the basis of EU Council Decision 585/2004, and it has become operational in 2008 following the adoption of EU Commission Decision n.2008/695/CE, with the goal of enabling the European Commission to benefit from the knowledge and experience of stakeholders in the formulation and implementation of fisheries management measures to cover the Mediterranean sea;

WHEREAS the GFCM is the Regional Fisheries Management Organization established in 1949 under the provisions of 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 the preservation and sustainable use of fish resources and the conservation of marine biodiversity in the Mediterranean Sea, 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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RAC MED-CCR MED AND THE GFCM HAVE AGREED TO COOPERATE UNDER THIS MoU AS FOLLOWS:

Clause 1

Interpretation

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 marine biodiversity in the Mediterranean Sea 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 to enable the Parties to respond to newly emerging issues in the realm of the conservation of marine biodiversity.
2. The Parties have agreed on the following areas of cooperation for this MoU:
 - 1) Exchange of relevant information concerning fisheries and aquaculture in order to ensure that decision-making in the Mediterranean Sea is informed by the views and the opinions of stakeholders;
 - 2) Identification of areas of common interest in view of the possible development of joint activities;
 - 3) Mutual participation in the respective activities, as appropriate;
 - 4) Reciprocal and continuous communication of elements and outcomes useful to facilitate the elaboration of policies;
3. The details about the activities to be developed within the remit of areas of cooperation set in Clause 3(2) above, include, but are not limited to:
 - 1) Promoting and strengthen means that ensure the collection of information relating to fisheries and aquaculture that is of relevance for 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 the Mediterranean Sea;
 - 2) 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;
 - 3) Enhancing the incidence of each Party in the activities of the other, including in view of a more direct involvement in relation to GFCM Members priorities and actions;
 - 4) Collaborating in the elaboration of policy making through a bilateral communication systems that improves the flow of relevant information.

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Specific activities will be identified and carried out on the basis of a protocol pursuant to Clause 4(7).

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. RACMED 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 taking into account that RACMED is composed by representatives from the fisheries sector and other interest groups affected by the Common Fisheries Policy.
6. This MoU seeks to further harmonize the activities of the Parties, optimise the use of resources and to avoid duplications. In this context, RACMED 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, as appropriate, in occasion of consultations relating to:
 - 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. RACMED 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 RACMED 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

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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 RACMED 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.

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 of the other Party in each case.

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2. In no event will authorization of RACMED or the GFCM name or emblem, or any abbreviation thereof, be granted for commercial purposes.

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 will be reviewed every 2 years, as appropriate.


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

For RACMED

Name: Mr Mourad Kahoul
Title: President
Date: 14 May 2012

For FAO, on behalf of GFCM



Name: Mr Abdellah Srour
Title: Executive Secretary
Date: 14 May 2012