

Decision IG.21/14

Cooperation Agreements

The 18th Meeting of the Conference of the Parties,

Reaffirming the commitment of the Contracting Parties to the Barcelona Convention to continue strengthening the Barcelona Convention/MAP Governance system based on increased synergy, cooperation and partnership with relevant regional and global institutions and initiatives as called for in the Marrakesh Declaration adopted by the Ministers and Heads of Delegation at the 16th Meeting of Contracting Parties to the Barcelona Convention in Marrakesh (Morocco) in 2009,

Recalling Decision IG20/13 on Governance adopted by the 17th Meeting of Contracting Parties to the Barcelona Convention in Paris (France) in 2012 calling on the Secretariat to strengthen cooperation with regional and global initiatives, Multilateral Environmental Agreements and international organizations in particular with the General Fisheries Commission of the Mediterranean (GFCM), the Union for the Mediterranean (UfM), the International Union for the Conservation of Nature (IUCN) and the Convention on Biological Diversity (CBD) in close consultation with the Bureau of the Contracting Parties to the Barcelona Convention as stipulated in article 11 of its Terms of Reference, and to strengthen cooperation with other relevant regional and global organizations, as appropriate,

Recalling also Decision IG19/6 on Cooperation and Partnership with Civil Society Organizations also adopted at the 16th Meeting of Contracting Parties in Marrakesh (Morocco) in 2009 and the request made in Decision IG.20/13 to complete the review of the list of MAP partners for submission to the Bureau and onwards endorsement by the Contracting Parties,

Bearing in mind the commitment of the Contracting to the Barcelona Convention to enhance the institutional governance of the Barcelona Convention/MAP by consolidating synergies with regional and global partners with a view to ensure the financing of all MAP activities and by actively involving civil society representatives and in particular NGOs, local and regional governments and the private sector, to elaborate better informed decisions and provide for efficient implementation at all levels,

Welcoming the steps taken by the Secretariat to establish cooperation agreements which have resulted in the signature of the Agreement with the GFCM on 14 May 2012, the preparation and finalization of the agreement with the Secretariat of the UfM and the IUCN and, initial discussions regarding Cooperation Agreements with the Secretariat to the CBD and the Secretariat of the Agreement on the Conservation of Cetaceans in the Black Sea Mediterranean Sea and Contiguous Atlantic Area (ACCOBAMS),

Also welcoming the solid cooperation established with the European Union, the Global Environmental Facility (GEF) and the European Environment Agency (EEA) as well the Barcelona Convention/MAP participation at and cooperation with regional initiatives and programmes such as the *Medpartnership* for the protection of the Large Marine Ecosystem which UNEP/MAP is leading, and the *H2020* so as to multiply actions in support of the implementation of the decisions of Contracting Parties,

Appreciating the discussions and supporting the decisions of the Bureau of Contracting Parties to the Barcelona Convention during its 75th, 76th and 77th Meeting regarding

Cooperation Agreements with relevant Regional and International Organizations as well the list of MAP partners,

Desirous of ensuring that close dialogue and synergy is also established with neighboring Regional Seas Agreements as well as with sub-regional cooperation processes such as the Adriatic-Ionian Initiative and the 5+5 process in the Western Mediterranean with a view to more effectively and jointly address pressures and impacts to the marine and coastal environment while providing coherent and efficient solutions to trans-boundary concerns,

Decides to:

Invite the Secretariat of the Union for the Mediterranean (UfM) and the International Union for the Conservation of Nature (IUCN) to sign the Memorandum of Understanding (MOU) and the Joint Programme of Work attached to Annex I and Annex II respectively to this Decision;

Endorse the list of MAP partners attached as Annex III to this Decision;

Request the Secretariat in consultation with the Bureau of the Contracting Parties to the Barcelona Convention to finalize agreement with the Secretariat of the CBD and the ACCOBAMS and to prepare formal collaboration with neighboring seas;

Request the Secretariat to continue working towards ensuring that all agreements signed become concrete operational tools for improving the protection and sustainable development of the Mediterranean Sea and its coastal zones in accordance with the priorities identified by the Contracting parties and to ask the Bureau in accordance with its mandate to provide necessary guidance to the Secretariat in this regard;

Request the Secretariat to further expand the cooperation with International and Regional Organizations such as the GEF, the WB, the UNDP, the EU, bilateral cooperation agencies and other relevant actors with a view to mobilize as many actors as possible in support of implementing in a coherent, synergistic and effective manner the priorities established by the Contracting Parties to the Barcelona Convention.

Annex I

MEMORANDUM OF UNDERSTANDING

BETWEEN

**THE UNITED NATIONS ENVIRONMENT PROGRAMME IN ITS CAPACITY AS
SECRETARIAT OF THE BARCELONA CONVENTION AND THE MEDITERRANEAN
ACTION PLAN (UNEP/MAP)**

AND

THE SECRETARIAT OF THE UNION FOR THE MEDITERRANEAN (UfMS)

Hereafter collectively referred to as “the Parties” or individually as “Party”

WHEREAS UNEP/MAP has the mandate as per the Barcelona Convention for the Protection of the Marine Environment and the Coastal Region of the Mediterranean adopted in 1976 and revised in 1995, to assist the Mediterranean countries, with its main objectives through its seven protocols respectively to assess and control marine pollution; to ensure sustainable management of natural marine and coastal resources; to address common challenges related to the prevention and reduction of pollution from land-based sources, ships, dumping, off-shore installations and the movement of hazardous substances; to ensure the protection of biodiversity; and, the integrated management of coastal zones;

WHEREAS UNEP/MAP has also the mandate to assist in the implementation of the Mediterranean Action Plan (MAP) which was adopted in 1975 and became MAP II after its revision in 1995, and which is the instrument for planning sustainable development in the Mediterranean. Through this Plan a dialogue has been established with all relevant Organizations in the region, more recently under the Mediterranean Strategy for Sustainable Development (MSSD) adopted at Ministerial level by the XXth Meeting of the Contracting Parties to the Barcelona Convention in Portoroz, Slovenia (2005);

WHEREAS, in this context, the Contracting Parties to the Barcelona Convention had adopted Regional Strategies, Actions Plans and Programmes as well as put in place regional structures including a consolidated system of focal points, the Coordinating Unit and six Regional Activity Centers¹, which have a mandate for carrying out activities aimed at implementing the seven Protocols of the Barcelona Convention, the decisions of the Meetings of the Contracting Parties to the Barcelona Convention and its Protocols, and to facilitate implementation of the Mediterranean Action Plan (MAP II) and its Strategies;

WHEREAS the Paris Declaration adopted at the 17th Meeting of the Contracting Parties to the Barcelona Convention (Paris, 10 February 2012), welcomed the ongoing efforts to enhance cooperation between UNEP/MAP- Barcelona Convention with the Secretariat of the Union for the Mediterranean (UfMS);

WHEREAS the last Euro-Mediterranean Ministerial Conference on Environment (Cairo, November 20th, 2006) took note of the Barcelona Convention, its protocols and the

¹ Six MAP Regional Activity Centres (RACs) are based in Mediterranean countries, each offering its own environmental and developmental expertise for the benefit of the Mediterranean community in the implementation of MAP activities. These six RACs are the following: 1. Regional Marine Pollution Emergency Response Centre for the Mediterranean Sea (REMPEC)-Malta, Blue Plan Regional Activity Centre (BP/ RAC)-France, Priority Actions Programme Regional Activity Centre (PAP/ RAC)-Croatia, 4. Specially Protected Areas Regional Activity Centre (SPA/ RAC)-Tunisia, 5. Sustainable Consumption and Production Regional Activity Centre (SCP/ RAC) –Spain and, 6. INFO/ RAC-Italy.

Mediterranean Strategy for Sustainable Development, insisted on the need for a regional approach, increased cooperation and finance, and called for coordination in order to implement both the Horizon 2020 initiative and the UNEP/MAP –Barcelona Convention Strategic Action Program to combat pollution from land based sources (SAPMED), as well as complementary actions and programs contributing to environmental objectives and sustainable development in the Mediterranean;

WHEREAS the UfMS is mandated by the Heads of State and Government Joint Declaration of the Paris Summit for the Mediterranean (Paris, 13 July 2008) to give new impulse to the “Barcelona Process: Union for the Mediterranean” in terms of identification, follow-up, promotion of projects and the search for partners, and further elaborated by the Final Statement of Foreign Affairs Ministerial (Marseille, 4 November 2008);

WHEREAS the first Ministerial Conference of the Union for the Mediterranean (UfM) on sustainable urban development (Strasbourg, November 10th, 2011) took note of the Barcelona Convention, and its protocols and the Mediterranean Strategy for Sustainable Development adopted in November 2005, in Portoroz and in the final declaration, the Ministers called for the elaboration of a UfM sustainable urban strategy, respecting the specific pace of economic social and environmental development of each State and entrusted the member States the task of elaborating the UfM Urban Development Strategy with the support of the Secretariat of the Union for the Mediterranean;

WHEREAS the large development of renewable energy and energy efficiency are of crucial importance to mitigate climate change and address energy challenges in the Mediterranean area, the Paris declaration has tasked the UfMS to “explore the feasibility, development and creation of a Mediterranean Solar Plan”(MSP). The UfM Member States have called upon the UfMS to coordinate the development of the MSP Master Plan in close cooperation with all the stakeholders. The MSP is aiming at boosting the development and deployment of renewable energy and energy efficiency technologies in the Mediterranean region through building up 20 GW capacities of RE by 2020. The MSP is regional sectorial initiative which could contribute to the global Mediterranean Strategy for Sustainable Development developed in the framework of the UNEP/MAP.

WHEREAS both parties, the UNEP/MAP – Barcelona Convention with its legal, policy-setting and technical responsibilities and UfMS, with its inter-ministerial political structure and mandate to work as the focal point for multi-source funding of projects in the framework of the UfM, are complementary and share common objectives with regard to the reduction/elimination of pollution as well as promoting sustainable development, 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 conclude this Memorandum of Understanding (hereinafter referred to as “MoU”) with the aim at enhancing impact and increasing synergies and developing their cooperation and effectiveness to achieve common objectives in the field of the protection of marine and coastal environment and sustainable development in the Mediterranean;

THE PARTIES, HAVE AGREED TO COOPERATE UNDER THIS MEMORANDUM OF UNDERSTANDING AS FOLLOWS:

**Article 1
Purpose**

1. The purpose of this MoU is to provide a framework of cooperation between the Parties to further the shared goals and objectives of their Contracting Parties / Members in regard to pollution prevention and control of Mediterranean coastal and marine waters, protection of biodiversity and ecosystems; Integrated Coastal Zone Management (ICZM) including Urban Development and other fields related to sustainable development and particularly sustainable consumption and production (SCP), sustainable use of water, renewable energy and energy efficiency, in their fields of competence in line with their respective mandates.
2. This MoU seeks to further harmonize the activities of the Parties, take advantage of their expert, high level and ministerial meetings to mutually support their respective initiatives and processes, optimize the use of resources and avoid duplication, while ensuring the complementarity in the actions taken, in order to increase the value added of the final outcome.

**Article 2
Scope**

1. The Parties shall work together, to the extent possible, within the remit of their objectives and mandate, for the implementation of the activities undertaken pursuant this MoU. The areas of cooperation for this MoU are defined in Article 1(1).
2. Areas of cooperation are agreed jointly in accordance with the Articles of this MoU and its Annex to enable the Parties to respond to current and newly emerging issues in the realm of the shared goals and objectives as stated in Article 1(1) in accordance with the decisions of the governing bodies of the Parties. Annex 1 enumerates an indicative list of activities that are envisaged in each area of cooperation as a basis for organizational arrangements of Article 3.
3. The areas of cooperation will be revised as appropriate, to be in line with those decisions of the governing bodies of the Parties that might have a bearing on their respective mandates.
4. Specific activities will be identified and carried out on the basis of a separate legal instrument pursuant to Article 3(4). In identifying specific areas of cooperation due regard will be given to both Parties' geographic coverage, capacity for implementation and experience in the related field.

**Article 3
Organizational arrangements pertaining to the Cooperation**

1. The Parties shall hold bilateral consultations on matters of common interest, whenever deemed appropriate by both parties, in accordance with an agenda agreed in advance by them, aiming also at the development/review of their joint activities. So as to clarify, update and follow-up the implementation of some of the activities listed in Annex 1, the following three items should be examined at the occasion of regular consultations:
 - a) review progress in the work by the Parties in implementing the MoU;
 - b) technical and operational issues related to furthering the purposes of the MoU; and,

- c) identify future actions and responsibilities, to ensure efficient planning for the implementation of the MoU.
2. Both Parties shall identify one overall focal point within their internal organizational structure to coordinate cooperation, monitor joint activities and be informed of progress and exchanges at expert level. In addition, the Parties shall encourage bilateral meetings at desk-to-desk level and set up on an ad hoc basis as deemed necessary by them to address priority matters related to the areas of cooperation under this MoU for the implementation of activities in specific areas, countries and regions and to develop and monitor collaborative actions. The Parties will also consider the possibility of joint activities such as conferences, missions, etc.
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 as observers.
4. In implementing activities, projects and programmes in the agreed priority areas, the Parties shall execute separate legal instruments in writing and signed by the authorized representatives of the Parties, appropriate for the implementation of such initiatives.

Article 4 Fundraising

1. Within the remit of areas of cooperation set in Article 1(1), collaboration between UNEP/MAP and the UfMS may, upon written agreement of the Parties as stated in Article 3(4), be carried out, as appropriate and on an ad hoc basis, through joint elaboration, fundraising for and implementation of projects on specific issues of common interest.
2. Neither Party shall engage in fund raising 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.
3. Nothing under this MoU imposes financial or contractual 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 the Parties as stated in Article 3(4). In particular, for the implementation of joint activities within the framework of this MoU that might involve payment of funds, a specific separate legal instrument will be entered into, as appropriate, taking into account those relevant administrative and financial rules and procedures applicable to the Parties.

Article 5 Project labeling and replication

The Parties shall endeavor to work jointly towards:

1. Identifying, within the countries that have signed the Barcelona Convention (being also members of the UfM), projects that could meet the UfM requirements for labeling in line with UNEP/MAP Programme of Work;
2. Identifying on-going actions or partners which could join other promoters in the phase before labeling and carry out activities which will support promoters in implementing the labeled projects. This could come in the form of exchanging information and/or participating in events or meetings organized by UNEP MAP-BC or UfMS;
3. Supporting the replication of successful projects, undertaken by UNEP/MAP-Barcelona Convention or other actors, in other Mediterranean countries,

4. Enhancing visibility and raise awareness about the Barcelona Convention activities and initiatives among UfM political and technical bodies that participate in the labeling process and about UfM priority projects or objectives which contribute to the Barcelona Convention among the UNEP/MAP-BC national focal points, as well as through each other specific programmes or projects, participating in advisory working groups or Steering Committees, as need be.
5. All projects submitted for labeling, implementation or replication which originates from the policy, management or technical activities of the other Party should clearly identify the Party from which the project or initiative originates.

Article 6 Status of personnel

1. 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.
2. The Parties are not being responsible for any salaries, wages, insurance or other benefits due or payable to the other Party's personnel. Moreover the other Party shall be solely responsible for all such salaries, wages, insurance and benefits, including without limitation, any severance or termination payments to its personnel. The Parties shall entertain no claims and have no liability whatsoever in respect thereof.

Article 7 Dispute settlement

1. In the event a dispute or controversy arises out of, or in connection with this MoU, the Parties shall use their best efforts to promptly settle through direct and amicable negotiations such dispute or controversy or claim arising out of or in connection with this MoU or any breach thereof. Any such dispute, controversy or claim which is not settled sixty (60) days from the date either Party has notified the other Party of the nature of the dispute, controversy or claim of the measures which should be taken to rectify it, shall be resolved through consultation between the executive Heads of the Parties.

Article 8 Official emblems and logos

1. Neither Party shall use the name, emblem or trademarks 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.
2. In no event will authorization of the Parties name or emblem, or any abbreviation thereof, be granted for Commercial purposes.

Article 9 Intellectual Property Rights

1. The Parties shall consult with each other regarding the Intellectual Property Rights as appropriate relating to any project or benefits derived thereof in respect of activities carried out under a separate legal instrument pursuant to Article 3(4) of this MOU.

Article 10 Confidentiality

1. The handling of information will be subject to each Party's corporate confidentiality policies.
2. Before disclosing internal documents, or documents that by virtue of their content or the circumstances of their creation or communication must be deemed confidential, of the other Party to third parties, each Party will obtain the express, written consent of the other Party. However, a Party's disclosure of another Party's internal and/or confidential documents to an entity the disclosing Party controls or with which it is under common control, or to an entity with which it has a confidentiality agreement, will not be considered a disclosure to a third party, and will not require prior authorization.
3. For UNEP, a principal or subsidiary organ of the United Nations established in accordance with the Charter of the United Nations will be deemed to be a legal entity under common control.

Article 11 Notification and Amendments

1. Any communication addressed to either Party in connection with this MoU shall be in writing and shall be sent to the following addresses:

For UNEP/MAP

UNEP/MAP – Barcelona Convention Secretariat
48, Vassileos Konstantinou Avenue
Athens 11635, Greece

For the UfMS

Secretariat of the Union for the Mediterranean
Palacio de Pedralbes - C/ Pere Duran Farell, 11
08034 Barcelona
Spain

2. Each Party shall notify the other in writing, within 3 months of any proposed or actual changes that it deems necessary for this MoU.
3. 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 (2).
4. This MoU may be amended only by mutual agreement of the Parties reflected in writing, which shall be considered as an integral part of this MoU.

Article 12 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 Articles of this MoU.
2. This MoU represents the broad understanding between the Parties and supersedes all prior MOUs, communications and representations, whether oral or written, concerning the subject matter of this MoU.

**Article 13
Termination**

1. Either Party may terminate this MoU by giving three months' prior written notice to the other Party. It shall cease to exist in three (3) months following notification of the termination of this MoU. In that event, the Parties will agree on measures required for the orderly conclusion of any ongoing activities.
2. Upon termination of this MoU, the rights and obligations of the Parties defined under any other legal instrument executed pursuant to this MoU will cease to be effective.
3. Any termination of [or withdrawal from] the MoU will be without prejudice to (a) the orderly completion of any ongoing activity and (b) any other rights and obligations of the Parties defined under article 3 accrued prior to the date of termination [or of its withdrawal] under this MOU or any other provision of a specific legal instrument executed pursuant to this MoU.

**Article 14
Duration**

This MoU will be effective upon the last date of signature of the authorized representatives and remain in force three years from this date. Such term might be extended by written agreement among the Parties, subject to such evaluations the Parties deem appropriate and by mutual agreement among the Parties, unless terminated in accordance with Article 13 above.

This MoU is signed in two (2) original copies in English equally authentic.

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

**For the Coordinating Unit of the
Mediterranean Action Plan/Secretariat of the
Barcelona Convention (UNEP/MAP)**

For the Union for the Mediterranean

Name: Elizabeth Mrema
Title: Officer in Charge,
Division of Environmental Policy Implementation
United Nations Environment Programme (UNEP)

Name:
Title:
Date: _____

Date: _____

Appendix 1

Indicative List of Activities relating to the envisaged areas of cooperation within the framework of this MoU

1. Pollution prevention and control of Mediterranean coastal and marine waters

- 1.1 Cooperate in updating the de-pollution National Action Plans and indicators, which will display a more precise picture of achievements of H2020 initiative and future steps and jointly develop a strategic vision of the priority projects needed to achieve the de-pollution of the Mediterranean in addition to H2020 portfolio:
- Collaborate in supporting capacity building initiatives and activities to countries with regard to de-polluting projects formulation and implementation and promoting best results/practices dissemination and replication.
 - Cooperate in supporting countries of the Mediterranean to assess the status of implementation and or update the list of priority de-polluting projects in the investment portfolio of the NAPs and or any other national respective strategic policy documents; Cooperate in establishing a sustainable joint monitoring system and follow up of the status of funding and implementation of investment projects related to pollution control and reduction in the Mediterranean and their concrete impacts on the ground.
 - Exchange on a regular basis data and information on the list of the above mentioned projects funded or likely to be funded according to technical reporting modalities agreed between both parties.
- 1.2 Identify ongoing actions or partners, which could join other promoters activities and receive their contribution to help the promoters implementing projects of regional interest, such as integrated depollution priority projects tackling pollution hot spots, leading to possible projects towards UfM labeling and UNEP/MAP support;
- 1.3 Cooperate in the field of prevention of pollution from ships, specifically in the implementation of the Regional Strategy for Prevention of and Response to Marine Pollution from Ships, through identification and implementation of projects. This could be done, inter-alia, by the promotion of studies and projects aimed at answering to the constant increase in shipping activity and achieve the objective to protect the marine environment in the Mediterranean region by reducing impacts from recreational traffic and making the region safer for ships to navigate in, thereby avoiding accidents that can lead to, amongst other things, marine pollution.

2. Marine and Coastal Ecosystems and Biodiversity Protection in the Mediterranean region

- 2.1 Cooperate in supporting implementation of regional and national measures which the Mediterranean countries have identified as a priority to advance implementation of the 11 Ecological Objectives of the Ecosystem Approach to human activities in the Mediterranean under the Barcelona Convention;
- 2.2 Cooperate in supporting capacity building initiatives and activities for the creation and management of priority Marine Protected Areas and National Action Plans for the Conservation of Endangered Species and Vulnerable Habitats.

3. Integrated Coastal Zone Management (ICZM) and Marine Spatial Planning

- 3.1 Cooperate to promote ICZM as a tool for reaching sustainable development in the Mediterranean coastal zones, and in particular to implement the Action Plan related to the ICZM Protocol adopted by the Mediterranean States under the Barcelona Convention;

4. Urban Development

- 4.1 Cooperate to conclude and make operational, the UFM Guidance framework for sustainable Euro-Mediterranean cities and territories for decision-makers and practitioners;
- 4.2. Develop a set of recommendations on how to shape urban development by enabling a shared perspective in urban and territorial strategies, taking into consideration the Barcelona Convention and its protocols, particularly for the implementation of the ICZM Protocol and Action Plan.

5. Other fields related to Sustainable Development, including Sustainable Consumption or Production (SCP), Renewable Energy and Energy Efficiency:

- 5.1 Contribute to the updating the Mediterranean Strategy on Sustainable Development (MSSD) and reviewing its indicators.

- 5.2 In the field of energy:

Cooperate on methodologies, studies, analysis and economic evaluations to increase the share of marine and coastal renewable energy used in the Mediterranean and take this progress into account in updating and implementing the Mediterranean Strategy on Sustainable Development;

Take full advantage of available carbon finance tools to support renewable energy and energy efficiency projects in the Mediterranean area.

- 5.3 In the field of Sustainable Consumption and Production (SCP):

Cooperate in the implementation of the commitments that the Mediterranean countries undertake under the Barcelona Convention to implement common regional priorities to shift to Sustainable Consumption and Production;

Cooperate in the support to Mediterranean countries in mainstreaming SCP in their national development policies.

Annex II

MEMORANDUM OF UNDERSTANDING

BETWEEN

**THE UNITED NATIONS ENVIRONMENT PROGRAMME, ON BEHALF OF THE
COORDINATING UNIT OF THE MEDITERRANEAN ACTION PLAN/SECRETARIAT OF
THE BARCELONA CONVENTION (UNEP/MAP)**

AND

**THE INTERNATIONAL UNION FOR CONSERVATION OF NATURE AND NATURAL
RESOURCES (IUCN)**

WHEREAS the United Nations Environment Programme (hereinafter referred to as UNEP) is the leading organization within the United Nations system in the field of environment and has as a major area of focus of its global mandate, the conservation, protection, enhancement and support of nature and natural resources, including biological diversity, worldwide;

WHEREAS the Secretariat of the Barcelona Convention and the Mediterranean Action Plan (hereinafter referred to as UNEP/MAP) has the mandate as per the Barcelona Convention for the Protection of the Marine Environment and the Coastal Region of the Mediterranean adopted in 1976 and revised in 1995, to assist the Mediterranean countries, with its main objectives through its seven protocols respectively to assess and control marine pollution; to ensure sustainable management of natural marine and coastal resources; to address common challenges related to the prevention and reduction of pollution from land-based sources, ships, dumping, off-shore installations and the movement of hazardous substances; to ensure the protection of biodiversity; and, the integrated management of coastal zones.

WHEREAS UNEP/MAP has also the mandate to assist in the implementation of the Mediterranean Action Plan (MAP), which was adopted in 1975 and became MAP II after its revision in 1995.

WHEREAS in this context, the Contracting Parties to the Barcelona Convention have adopted Regional Strategies, Actions Plans and Programmes as well as put in place regional structures including a consolidated system of focal points, and six Regional Activity Centers², which have a mandate for carrying out activities aimed at facilitating implementation of the seven Protocols of the Barcelona Convention, the decisions of the Meetings of the Contracting Parties to the Barcelona Convention and its Protocols;

WHEREAS The International Union for Conservation of Nature and Natural Resources (hereinafter referred to as IUCN) has the objective to influence, encourage and assist societies throughout the world to conserve the integrity and diversity of nature and to ensure that any use of natural resources is equitable and ecologically sustainable; and, to pursue its objectives through an integrated programme of activities, formulated, coordinated and implemented by its members and components. To deliver conservation and sustainability at

² Six MAP Regional Activity Centres (RACs) are based in Mediterranean countries, each offering its own environmental and developmental expertise for the benefit of the Mediterranean community in the implementation of MAP activities. These six RACs are the following: 1.Regional Marine Pollution Emergency Response Centre for the Mediterranean Sea (REMPEC)-Malta, 2.Blue Plan Regional Activity Centre (BP/RAC)-France, 3.Priority Actions Programme Regional Activity Centre (PAP/RAC)-Croatia, 4. Specially Protected Areas Regional Activity Centre (SPA/RAC)-Tunisia, 5.Sustainable Consumption and Production Regional Activity Centre (SCP/RAC) – Spain and, 6. INFO/RAC-Italy.

both the global and local level, IUCN builds on its strengths in the areas of “*Science*” – 11,000 experts in six commissions³ setting global standards in their fields, for example, the definitive international standard for species extinction risk (the IUCN Red List of Threatened Species); “*Action*” – conservation projects all over the world from the local level to those involving several countries, all aimed at the sustainable management of biodiversity and natural resources; and, “*Influence*” – through the collective strength of more than 1,200 government and non-governmental Member organizations to influence international environmental conventions, policies and laws.

WHEREAS at the Mediterranean level, IUCN is promoting the collaboration and cooperation between all relevant stakeholders (regional, national and local, private and public sectors) through its Centre for Mediterranean Cooperation (IUCN CMC).

WHEREAS UNEP and IUCN signed a Framework Agreement on Cooperation on 23 February 2005, which is intended to provide the Parties with an enabling framework, and to serve as a guiding tool in identifying and carrying out specific collaborative activities, and according to which specific areas of collaboration will be defined in agreements supplemental to the framework agreement in the form of two year action plans and/or project-specific binding contracts or non-binding MoUs.

AWARE that previous formal and informal cooperation have taken place between UNEP/MAP and IUCN CMC including MAP Components,

WHEREAS IUCN and UNEP/MAP Plan share common goals and objectives with regard to conservation of the marine and coastal 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.

³ The six Commissions unite about 10,000 volunteer experts from a range of disciplines. They assess the state of the world’s natural resources and provide the Union with sound know-how and policy advice on conservation issues. The commissions are: 1. Commission on Education and Communication (CEC); 2. Commission on Environmental, Economic and Social Policy (CEESP); 3. Commission on Environmental Law (CEL); 4. Commission on Ecosystem Management (CEM); 5. Species Survival Commission (SSC); and 6. World Commission on Protected Areas (WCPA).

NOW, THEREFORE, UNEP/MAP AND IUCN HAVE AGREED TO COOPERATE UNDER THIS MEMORANDUM OF UNDERSTANDING AS FOLLOWS:

**Article 1
Interpretation**

1. This MoU defines a cooperation programme between the Parties, which is developed within the frame of the Framework Agreement on Cooperation signed between them on 23 February 2005.
2. References to this MOU shall be construed as including any Annexes, as varied or amended in accordance with the terms of this MOU. Any Annexes shall be subject to the provisions of this MOU, and in case of any inconsistency between an Annex and this MOU, the latter shall prevail.
3. Implementation of any subsequent activities, projects and programmes pursuant to this MOU, including those involving the transfer of funds between the Parties, shall necessitate the execution of appropriate legal instruments between the Parties. The terms of such legal instruments shall be subject to the provisions of this MOU.
4. This MOU represents the complete understanding between the Parties and supersedes all prior MOUs, communications and representations, whether oral or written, concerning the subject matter of this MOU.
5. Any Party's failure to request implementation of a provision of this MOU shall not constitute a waiver of that or any other provision of this MOU.

**Article 2
Duration**

1. This MOU shall be effective upon the last date of signature of the approving officials and remain in effect for the duration of the Framework Agreement on Cooperation signed between the Parties on 23 February 2005, unless terminated in accordance with that agreement or Article 15 below.

**Article 3
Purpose**

1. The purpose of this MOU is to provide a more specific framework of cooperation and understanding, and to facilitate collaboration between the Parties to further their shared goals and objectives in regard to the biodiversity, species conservation, governance, environmental law, information management, finance and regional cooperation.
2. The framework of cooperation mentioned in paragraph 1 above aims at:
 - a. harmonizing activities, creating additional synergies by combining competencies and enhancing the impacts of the outcomes of each institution's efforts.
 - b. seeking to optimize the use of resources and avoid duplication, while ensuring the complementarity in the actions taken.

Article 4 Areas of Cooperation

1. Areas of Cooperation are agreed jointly through the cooperation mechanism in the MOU. Policies and priorities under this MOU may also be jointly reviewed bi-annually by the Parties pursuant to Article 5 to allow the Parties to respond to newly emerging issues in the realm of environment and sustainable development.
2. The Parties have agreed to the following preliminary and overarching areas of cooperation under this MOU, which form part of UNEP/MAP's mandate and programme of work. The items listed below are also priorities or ongoing activities of IUCN, in accordance with its mandate. The detailed areas of cooperation are listed in Annex 1.
 - a. Promotion of ecosystem based approaches for the conservation of coastal and marine environment and ecosystems and the sustainable management and use of coastal and marine living and other natural resources;
 - b. Identification, protection and management of coastal and marine areas of particular importance in the Mediterranean;
 - c. Evaluations, studies, pilot programmes and promotion activities to better understand and enhance valuation of Mediterranean ecosystems goods and services;
 - d. Enhancing Legal and institutional cooperation in the Mediterranean.
3. The above preliminary and overarching areas of cooperation are not exhaustive and should not be taken to exclude or replace other forms of cooperation between the Parties on other issues of common interest.

Article 5 Organization of the Cooperation

1. IUCN and UNEP/MAP shall hold bilateral consultations on matters of common interest as need be, in accordance with an agenda agreed in advance by them, aiming also at the development/review of their joint activities. Relevant international organizations and relevant initiatives/projects may be invited by both Parties to join such consultations. Further bilateral meetings at desk-to-desk and at expert level shall be encouraged and convened on an ad hoc basis, as deemed necessary by the institutions to address priority matters regarding the implementation of activities in specific areas, countries and regions.
2. UNEP/MAP and the IUCN will inform their relevant governing bodies on the progress made in implementing this Agreement by including this issue in the Progress Reports to each Ordinary Meeting/Annual Session of their respective governing bodies (Contracting Parties Meeting for UNEP/MAP and IUCN Global Congress).
3. UNEP/MAP and the IUCN shall identify an overall focal point responsible for the implementation and the monitoring of the activities and communicate it to one another.
4. In implementing activities, projects and programmes in the agreed priority areas, the Parties shall execute a separate legal instrument appropriate for the implementation of such initiatives in accordance with Article 1.3 above.

5. Each Party undertakes to share knowledge and information in its area of operations and expertise relevant to the MOU with the other Party.

Article 6
Status of the Parties and their Personnel

1. The Parties acknowledge and agree that IUCN is an entity separate and distinct from the United Nations, including UNEP. The employees, personnel, representatives, agents, contractors or affiliates of IUCN, including the personnel engaged by IUCN for carrying out any of the project activities pursuant to this MOU, shall not be considered in any respect or for any purposes whatsoever as being employees, personnel, representatives, agents, contractors or affiliates of the United Nations, including UNEP, nor shall any employees, personnel, representatives, agents, contractors or affiliates of UNEP be considered, in any respect or for any purposes whatsoever, as being employees, personnel, representatives, agents, contractors or affiliates of IUCN.
2. Neither Party shall be entitled to act 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 7
Fundraising

1. To the extent permitted by the Parties' respective regulations, rules and policies, and subject to sub-article 2, the Parties may engage in fundraising from the public and private sectors to support the activities, projects and programmes to be developed or carried out pursuant to this MOU.
2. Neither Party shall engage in fundraising with third parties in the name of or on behalf of the other, without the prior express written approval of the other Party in each case.

Article 8
Intellectual Property Rights

1. In the event that the Parties foresee that intellectual property that can be protected shall be created in relation to a particular activity, project or programme to be carried out under this MOU, one Party to be agreed on by both shall own the intellectual property, and give the other Party a non-exclusive, non-assignable worldwide license to use the intellectual property or any portion thereof for its official purposes. Intellectual property ownership can alternate between the Parties for different activities, projects or programmes to be carried out under this MOU.

Article 9
Use of Name and Emblem

1. Neither Party shall use the name, emblem or trademarks of the other Party, its subsidiaries and/or affiliates, or any abbreviation thereof, in connection with its business or for public dissemination without the prior expressly written approval of the other Party in each case. In no event shall authorization of the UN or UNEP name or emblem be granted for commercial purposes

2. IUCN acknowledges that it is familiar with the independent, international and impartial status of the UN and UNEP, and recognizes that their names and emblems may not be associated with any political or sectarian cause or otherwise used in a manner inconsistent with the status of the UN and UNEP.
3. 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.

Article 10
United Nations Privileges and Immunities

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

Article 11
Confidentiality

1. The handling of information shall be subject to each Party's corporate confidentiality policies.
2. Before disclosing internal documents, or documents that by virtue of their content or the circumstances of their creation or communication must be deemed confidential, of the other Party to third parties, each Party shall obtain the express, written consent of the other Party. However, a Party's disclosure of another Party's internal and/or confidential documents to an entity the disclosing Party controls or with which it is under common control, or to an entity with which it has a confidentiality agreement, shall not be considered a disclosure to a third party, and shall not require prior authorization.
3. For UNEP, a principal or subsidiary organ of the United Nations established in accordance with the Charter of the United Nations shall be deemed to be a legal entity under common control.

Article 12
Responsibility

1. Each Party will be responsible for dealing with any claims or demands arising out of its actions or omissions, and those of its respective personnel, in relation to this MOU.
2. IUCN shall indemnify, hold and save harmless and defend at its own expense, the United Nations and UNEP, their officials, personnel and representatives, from and against all suits, claims, demands and liability of any nature or kind which may arise in relation to this MOU due to any actions or omissions attributable to IUCN.

Article 13
Dispute Settlement

1. The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of this MOU. Where the Parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with

the UNCITRAL Conciliation Rules then prevailing, or according to such other procedure as may be agreed between the Parties.

2. Any dispute, controversy or claim between the Parties arising out of this MOU which is not settled amicably in accordance with the foregoing sub-article may be referred by either Party to arbitration under the UNCITRAL Arbitration Rules then in force. The arbitral tribunal shall have no authority to award punitive damages. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

Article 14 Notification and Amendments

1. Each Party shall promptly notify the other in writing of any anticipated or actual material changes that will affect the execution of this MOU.
2. The Parties may amend this MOU by mutual written agreement, which shall be appended to this MOU and become an integral part of it.

Article 15 Termination

1. Either Party may terminate this MOU by giving three months' prior written notice to the other Party.
2. Upon termination of this MOU, the rights and obligations of the Parties defined under any other legal instrument executed pursuant to this MOU shall cease to be effective, except as otherwise provided in this MOU.
3. Any termination of the MOU shall be without prejudice to (a) the orderly completion of any ongoing collaborative activity and (b) any other rights and obligations of the Parties accrued prior to the date of termination under this MOU or legal instrument executed pursuant to this MOU.
4. The obligations under Articles 8-13 do not lapse upon expiry, termination of or withdrawal from this MOU.

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

**For the Coordinating Unit of the
Mediterranean Action Plan/Secretariat of the
Barcelona Convention (UNEP/MAP)**

For IUCN

Name: Elizabeth Mrema
Title: Officer in Charge,
Division of Environmental Policy Implementation
United Nations Environment Programme (UNEP)

Name:
Title:
Date: _____

Date: _____

Appendix 1

UNEP/MAP and IUCN have agreed to cooperate under this agreement on the following areas:

1. ECOSYSTEM APPROACH - Species and ecosystems conservation processes, assessments and monitoring

- a. Ecosystem Approach for the Mediterranean - setting of indicators and targets, Integrated Assessment and Monitoring Programme, assessments (Biodiversity section of the State of the Mediterranean Environment biodiversity report), framework programme of measures
- b. ICZM – Integrated Coastal Zone Management and the Marine Spatial Planning and Management;
- c. Ecosystem Red List - its potential role in the Mediterranean;
- d. SPA and Biodiversity Protocol - Annex 2 and 3, process for revision, inclusion and withdraw of species, based on Species Action Plan of the RAC/SPA;
- e. Red List of Species: assessment and reassessment of the conservation status of Mediterranean marine and coastal species;
- f. SAP BIO Strategic Programme to protect the marine and coastal biodiversity – Implementation in harmonization with CBD 2020 Strategic Plan for Biodiversity;
- g. Mediterranean Atlas of seagrasses – supporting national processes
- h. Non indigenous and invasive species - supporting regional and national processes;
- i. Global initiative on taxonomy - Mediterranean Initiative on taxonomy

2. MPAs AND SPAMIs - Marine protected areas and marine area of ecological interest

- a. Technical, legal and scientific cooperation – utilizing IUCN's technical expertise regarding MPAs beyond national jurisdictions
- b. SPAMI external evaluation – High Quality assessments to ensure maintenance on the list as per Article 9 of the SPA and Biodiversity Protocol and corresponding Decision by Contracting Parties
- c. SPAMI declaration - Position papers on sites and management measures
- d. SPAMI Elaboration of the management plans - based on ecosystem approach and on good practice examples and exchange of experience
- e. Identification of new MPAs -national strategies and Action Plans for MPAs and exploration of new concepts such as MPAs for fisheries (MPA-F) in collaboration with GFCM
- f. Provision of the information needed for inclusion of SPAMIs in the World Database of Protected Areas (WDPA) (and in particular in its web interface Protected Planet)
- g. Advancing knowledge on and disseminating it to Promote Open Seas and Deep Seas Protected Areas in the Mediterranean

3. ECOSYSTEMS GOODS AND SERVICES – Evaluations, studies, pilot programmes and promotion activities to better understand and enhance valuation of Mediterranean ecosystems goods and services

- a. Economics of conservation in particular MPAs, Protected Areas, marine area of ecological interests of conservation and species
- b. Joint socio-economic evaluation with GFCM of the fishing activities carried out in pelagic ecosystems and deep benthic habitats (open seas, including deep seas);
- c. Blue carbon in the Mediterranean – Carbon capture by sea grasses and ocean, financing MPAs, Blue energy
- d. Piloting the ecological transition- e.g. ecotourism, improved conditions for local community, best practices on waste treatment and recycling, reduction of pollution and promotion of sustainable lifestyles and practices

4. GOVERNANCE - Enhancing legal and institutional framework for cooperation in the Mediterranean

- a. Mediterranean Commission on Sustainable Development – active participation in the process by providing technical support
- b. Mediterranean Strategy for Sustainable Development (MSSD) revision – mainstreaming environment into MSSD;
- c. NGOs capacity building - Strategic support to NGOs to implement decision IG 17/5 on MAP/Civil society cooperation.

Annex III

REVISED LIST OF MAP PARTNERS

The following institutions are accredited as MAP Partners:

- Association for the protection of Nature and Environment (APNEK)
- International Association of Mediterranean Forests (AIFM)
- International Centre of Comparative Environmental Law (CIDCE)
- International Centre for Advanced Mediterranean Agronomic Studies (CIHEAM)
- Mediterranean Centre for the Environment (CME)
- Clean Up Greece
- ECAT-Tirana (ECAT)
- ENDA Maghreb (Environment, Development and Action in the Maghreb)
- Greenpeace International
- Hellenic Marine Environment Protection Association (HELMPEPA)
- Institute of sustainable development and management of natural resources (INARE)
- Institute for the Economic Law of the Sea (INDEMER)
- Mediterranean Protected Areas Network (MedPAN)
- Mediterranean Coastal Foundation (MEDCOAST)
- Mediterranean Information Office for Environment, Culture and Sustainable Development (MIO-ECSDE)
- Oceana
- Syrian Environment Protection Society (SEPS)
- Turkish Marine Research Foundation (TUDAV)
- Turkish Foundation for Combating Soil Erosion, for Reforestation and the Protection of Natural Habitats (TEMA)
- World Wildlife Fund for Nature (WWF MEDPO)
- WWF Turkey
- CPIE Bastia Golo Mediterranée
- Friends of the Earth Middle East
- Global Footprint Network
- International Marine Centre (IMC-ONPLUS)
- International Petroleum, Environment Conservation Association (IPIECA)
- Tour du Valat (Research centre for the conservation of Mediterranean wetlands)

The Secretariat has also received four new applications for accreditation from below institutions working in the field of protection of the environment in coastal areas of the Mediterranean which comply with the criteria for accreditation:

- The SGR Interfase Group
- The Arava Institute for Environmental Studies (AIES)
- The Coastal and Marine Union (EUCC) Mediterranean Center
- Mediterranean Programme for International Environmental Law and Negotiation (MEPIELAN)

