



MEMORANDUM OF UNDERSTANDING

BETWEEN

PAN AFRICAN PLATFORM OF NON-STATE ACTORS IN FISHERIES AND AQUACULTURE (AFRIFISH-Net)

AND

LONG DISTANCE ADVISORY COUNCIL (LDAC)

Whereas the “Pan African Platform on Non-State Actors in Fisheries and Aquaculture” (AFRIFISH) -----TO BE COMPLETED BY AFRIFISH-----

Whereas the “Long Distance Advisory Council” (LDAC) has been created in 2004 on the basis of the EU Council Decision 585/2004, and it has become operational in 2007 following the adoption of the EU Commission Decision 2007/206/CE, with the aim to advise the European Commission on issues regarding the management and conservation of fisheries resources to contribute to the implementation of the principles of the Common Fisheries Policy outside Community waters and to improving the external relations of the EU in fisheries matters;

AFRIFISH and LDAC are referred hereinafter as the Parties;

Whereas the Parties have common goals and objectives with regard to advice the decision-makers on fisheries issues, including in the negotiation of fisheries agreements between the European Union and African Union including its Member States and in the implementation of EU funded, fisheries related initiatives in Africa, wish to collaborate to achieve 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 and promoting synergies through the following Memorandum of Understanding (hereafter referred to as “MoU”),

AFRIFISH AND LDAC HAVE AGREED TO COOPERATE UNDER THIS MoU AS FOLLOWS:

Clause 1 Purpose

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 advise the authorities (European/African) in the establishment and implementation of policies that affect fisheries on the African continent.

Clause 2 Areas and Scope of cooperation



2.1- The Parties have agreed to develop a dialogue and collaboration between AFRIFISH and LDAC so that the relationship between Europe and Africa will be based on sustainable resource exploitation and transparency, and takes into account the protection of fishers, men and women fish workers and coastal communities, with a particular focus on ensuring the food security of African populations and the resilience of coastal fishing communities who are facing climate change impacts. Ultimately, the goal is that young men and women find in the fisheries sector a sustainable livelihood.

Based on the work and priorities of LDAC and AFRIFISH, identified topics of common interest include:

- to promote transparency with regard to all fisheries access arrangements involving foreign fishing vessels/nations;
- to promote the informed participation of stakeholders in decision making processes regarding such arrangements at national and international level;
- to promote a framework for these access arrangements that is transparent; that ensures there is no competition between the vessels of foreign origin and local artisanal fishers; that ensures the activity from all the vessels of foreign origin respect sustainable fisheries policies and measures, in a way that guarantees a level playing field for those who fish sustainably; and that promotes social and economic benefits in the coastal country concerned.
- To promote the exploitation of small pelagic on sustainable basis and for human consumption rather than for fishmeal and fish oil;
- To promote the signature and implementation of the International Labour Organisation (ILO) Convention 188 on Work in the Fishing Sector to protect the welfare and well-being of the African fishers. Safety training for the fishing boats' crew, use of new technologies, and safety awareness among fishers, men and women of fishing communities, are all essential elements that could be improved with the implementation of this ILO Convention 188; as of today, only six African states have signed this convention
- To promote the role of women In African fisheries through EU policies such as aid policy, SFPA sectoral support
- To promote the adoption of a precautionary approach for the development of other sectors from the blue economy competing with fisheries.

2.2 The details about the activities to be developed within the remit of areas of cooperation set above, include, but are not limited to:

- a. Enhancing the incidence of each Party in the activities of the other, including in view of a more direct involvement in relation to AFRIFISH's Member States priorities and actions;
- b. Collaborating in the elaboration of policy making through a bilateral communication system that improves the flow of relevant information. Specific activities will be identified and carries out on the basis of a protocol pursuant to Clause 3.7

2.3 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.



2.4 The AFRIFISH and the LDAC shall work together, to the extent possible, within the remit of their respective mandates, for the implementation of the activities undertaken in accordance with this MoU taking into account that AFRIFISH is a continental platform composed of the non-state actors in African fisheries and that the LDAC is composed of representatives from the fisheries sector and other interest groups affected by the Common Fisheries Policy.

Clause 3 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 organizations 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:
 - 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. AFRIFISH and the LDAC will inform relevant governing bodies on the process 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, exchange of information and joint activities between both Secretariats.
6. Nothing under this MoU imposes financial obligation 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.
7. Both AFRIFISH and LDAC will identify, as appropriate, focal points within their organizations 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 4 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 5 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 of the other Party. Each of the Parties shall not be liable for the acts of omissions of the other Party or its personnel/persons performing on behalf of it.

Clause 6 Confidentiality

Neither of the Parties nor its personnel shall communicate to any other person or entity external to the members and stakeholders of AFRIFISH or LDAC, 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 7 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 Parties for final resolution.

Clause 8 Official emblems and logos

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.

Clause 9 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 10 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 10.1
3. This MoU may be amended only by mutual agreement of the Parties reflected in writing.

Clause 11 Entry into force



This MoU shall enter into force provisionally at the date of its signature by both Parties and definitely after approval by the Governing bodies of both AFRIFISH and LDAC

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.

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

For AFRIFISH

For LDAC

Gaoussou Gueve

Iván López van der Veen

Chair

Chair