

MEMORANDUM OF UNDERSTANDING

BETWEEN

MINISTERIAL CONFERENCE ON FISHERIES COOPERATION
AMONG AFRICAN STATES BORDERING THE ATLANTIC OCEAN (ATLAFCO)

AND

LONG DISTANCE REGIONAL ADVISORY COUNCIL (LDRAC)

Whereas the Ministerial Conference on Fisheries Cooperation among African States Bordering the Atlantic Ocean (ATLAFCO) is an inter-governmental organization created in 1989 and composed of 22 States; from Morocco to Namibia, and the Convention establishing ATLAFCO, "The Atlantic Regional Convention for Fisheries Cooperation," was adopted in 1991, with the main objectives to promote and strengthen the regional cooperation on fisheries development; and to coordinate and to harmonize efforts and capacities of stakeholders for the conservation and sustainable use of fisheries resources;

Whereas the "Long Distance Regional Advisory Council" (LDRAC) 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;

ATLAFCO and LDRAC are referred hereinafter as the Parties;

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 Waters under the jurisdiction of Member States of ATLAFCO, hereinafter referred to as "west African waters", 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"),

ATLAFCO AND LDRAC 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 the conservation of marine biodiversity and the sustainable use of marine resources in the areas of competence with regard to their respective mandates and the rules and regulations of the Member States.

Clause 2 Areas and Scope of cooperation

The Parties have agreed on the following areas of cooperation for this MoU:

- a. Protection and preservation of the marine environment
 - b. Sustainable use of marine resources
 - c. Harmonization of policies
 - d. Surveillance, monitoring and control of fishing operations
 - e. Reinforcement of professional and technical training
 - f. Development of fisheries research
 - g. Fisheries data collection, processing and use
 - h. Combatting IUU fishing
 - i. Transparency as regards the conditions of access to fish resources and fishing activities.
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. Promoting and strengthening means that ensure the collection of information relating to fisheries that is on 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 West African Waters;
 - b. 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;
 - c. Enhancing the incidence of each Party in the activities of the other, including in view of a more direct involvement in relation to ATLAFCO's Member States priorities and actions;
 - d. 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 4.7
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.
4. The ATLAFCO and the LDRAC 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 ATLAFCO is composed of representatives of the Ministers in charge of fisheries in the Member States and that the LDRAC is composed of representatives from the fisheries sector and other interest groups affected by the Common Fisheries Policy.

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 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. ATLAFCO and the LDRAC 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 the COMHAFAT and the LDRAC 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 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 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 7 Confidentiality

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

Clause 9 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 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 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 ATLAFCO and LDRAC

Clause 13 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 ATLAFCO

For the LDRAC



Exécutive Secretary

President