

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

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. Cleaner Production Regional Activity Centre (CP/RAC) –Spain and, 6. INFO/RAC-Italy.

objectives through an integrated programme of activities, formulated, coordinated and implemented by its members and components. To deliver conservation and sustainability at 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.

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

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).

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)

Date: _____

Name:

Title:

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.