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REGIONAL COMMISSION FOR FISHERIES
Eleventh Meeting of the Working Group on Fisheries Management
Muscat, Sultanate of Oman, 19-21 February 2019
RECOFI-ROPME Cooperation

INTRODUCTION

1. The aim of this document is to report the progress status of the Memorandum of Understanding between the Regional Organization for the Protection of the Marine Environment (ROPME) and FAO (on behalf of RECOFI).
2. At the seventh session of the Regional Commission for Fisheries (RECOFI) held in Tehran, Islamic Republic of Iran, 14-16 May 2013, the Commission concurred on the need for due consideration to be given to ongoing ecosystem changes and their impacts, including climate change and red tide impacts on both fisheries and aquaculture. The Commission welcomed the opportunity to strengthen cooperation with the Fisheries Resources Committee of the GCC and other relevant regional partners including the execution of joint activities of fisheries and aquaculture.
3. In this respect, and also with regards to common regional priorities, the Commission emphasized the value of effective and viable regional cooperation which should be fostered by RECOFI in partnership with other interested entities, such as the Fisheries Resources Committee of the GCC, Regional Organization for the Protection of the Marine Environment (ROPME) and the World Wildlife Fund (WWF). In this regard, the Secretariat proposed that a formal partnership arrangement between these bodies be sought.
4. At the ninth meeting of the RECOFI Working Group on Fisheries Management (WGFM) held on 24-26 November 2015 in Kuwait City, Kuwait, the RECOFI Secretary noted that the Commission had requested cooperation with other relevant regional entities, such as the Permanent Fisheries Resources Committee (PFRC) of GCC and the Regional Organization for the Protection of the Marine Environment (ROPME). Further to this request, the RECOFI Secretary and Mr Rashid Al Shihi,

Oceanographic Specialist with the Ministry of Climate Change and Environment of the United Arab Emirates, used the WGFM meeting in Kuwait as an opportunity to meet Mr Abdul Rahman Al Awadi, Executive Secretary of ROPME and Mr Hassan Mohammadi, Coordinator of ROPME.

5. The Regional Organization for the Protection of the Marine Environment (ROPME) is an Intergovernmental Organization, the permanent headquarters of which is located in Kuwait. ROPME was established on 1 July 1979 in accordance with Article XVI of the Kuwait Regional Convention for Cooperation on the Protection of the Marine Environment from Pollution, 1978. Bahrain, I.R.Iran, Iraq, Kuwait, Oman, Qatar, Saudi Arabia and UAE are Parties to the Convention and the State of Kuwait is the Depository. There are four Protocols under the Convention addressing marine emergencies, land-based activities, sea-based pollution and hazardous wastes. The Convention and its four Protocols and the Kuwait Action Plan for the Protection and Development of the Marine Environment and the Coastal Areas are registered with the Secretariat of the United Nations in accordance with Article 102 of the Charter of the United Nations.

6. The mandate area and constituencies of ROPME and RECOFI are identical and, while keeping in mind the respective mandates of the two organizations, there could be areas for cooperation to the benefit of both regional organizations and their members. The Secretariats of ROPME and RECOFI, with the support of concerned national officers and experts, would work together to lay the ground for fruitful collaboration and synergies.

7. The Chairperson and the Secretary of RECOFI represented the Commission at the regional workshop entitled “Toward the Development of a Regional Ecosystem Based Management Strategy for ROPME Sea Area” held from 4 to 7 April 2016 in Dubai, UAE. The Secretary made a presentation on the challenges and opportunities for regional fisheries management and aquaculture development in the region. The presentation provided a brief overview of RECOFI and a case study of the work conducted by the Commission. He referred to the international legal framework under which the flag and coastal States have the obligation and duty to cooperate for fisheries management through appropriate regional mechanisms/agreements such as RECOFI. The power of RECOFI to adopt binding recommendations was explained.

8. RECOFI and ROPME have exactly the same geographical coverage, which will facilitate their cooperation in the region. It has been observed that many of the technical reports produced by RECOFI are not well used by the governments, civil society and regional organizations including ROPME. For instance, for socio-economic issues, the RECOFI task group has collected information and analyzed the information. The RECOFI Secretary stressed that the socio-economic information is highly relevant to ROPME. The workshop participants concurred the partnership between ROPME and RECOFI as an opportunity.

9. The Dubai meeting produced 12 recommendations. Recommendation 10 specifically addressed the cooperation between ROPME and RECOFI: “Considering the identical geographical coverage and membership of ROPME and RECOFI, it would be highly desirable and advisable to establish an effective and viable cooperation framework. In this regard, ROPME and RECOFI should discuss areas for cooperation through a joint meeting”.

10. The RECOFI Secretary and Chairperson were invited to participate in the “Sustainable Ocean Initiative Global Dialogue with Regional Seas Organizations and Regional Fisheries Bodies on Accelerating Progress towards the Aichi Biodiversity Targets”, held in Seoul, Republic of Korea, from 26 to 28 September 2016. The case of the potential cooperation between RECOFI and ROPME was included in the Agenda and outlined by the RECOFI Secretary through a joint FAO/RECOFI and UNEP/ROWA presentation.

11. Formulation of a Memorandum of Understanding (MoU) between FAO/RECOFI and ROPME began in early 2016. The version of MoU which was sent to FAO for clearance was submitted to the Ninth Session of RECOFI (2017) for information. The Commission acknowledged the convenience of the MoU with ROPME and expressed its desire to work with the ROPME under the terms of the MoU. Some changes were made to the original version of the MoU during the necessary clearance procedures. On 27 November 2018, the Food and Agriculture Organization of the United Nations (FAO) signed a Memorandum of Understanding (MoU) with the Regional Organization for the Protection of the Marine Environment (ROPME). FAO's signing, which was on behalf of RECOFI, came at ROPME headquarters in Kuwait City, Kuwait.

12. The enforced MoU, which is provided in Annex 1, establishes a framework for identifying, facilitating and strengthening cooperation between FAO/RECOFI and ROPME aiming at benefiting from both parties' initiatives and work in relation to sustainable use of marine living resources. Both organizations agreed to cooperate on the management of marine environment and its ecosystems, marine biodiversity conservation and management, promotion of awareness on conservation of the marine environment, joint technical projects, joint organization of seminars, workshops and technical training in the fields of mutual interest, and joint technical publications. The MoU marks the launch of an important regional partnership in support of sustainable use of marine living resources and protection of marine environment. The MoU was signed by Hassan Mohammedi, Coordinator of ROPME and Haydar Fersoy, RECOFI Secretary. Dr Abdul Rahman Al-Awadi, ROPME Executive Secretary was also present at the signing ceremony. The MoU is effective immediately and will remain in place for four years.

SUGGESTED ACTION FOR THE WGFM

13. In view of all of the above, the WGFM is invited to note this report and provide further general guidance for likely cooperation areas between RECOFI and ROPME.

MEMORANDUM OF UNDERSTANDING between THE REGIONAL ORGANIZATION FOR THE PROTECTION OF THE MARINE ENVIRONMENT (ROPME) and THE FOOD AND AGRICULTURE ORGANIZATION OF THE UNITED NATIONS (FAO) ON BEHALF OF THE REGIONAL COMMISSION FOR FISHERIES (RECOFI)

The Regional Organization for the Protection of the Marine Environment (ROPME),

and,

The Food and Agriculture Organization of the United Nations (FAO), on behalf of the Regional Commission for Fisheries (RECOFI),

Hereafter jointly referred to as “the Parties”,

WHEREAS ROPME is a Regional Organization established in 1979 under the Kuwait Regional Convention for Co-operation on the Protection of the Marine Environment from Pollution, with a mandate to protect the marine environment and the coastal areas from pollution and degradation and to apply the integrated management approach to the use of marine resources and services to sustain the health, vitality and sustainability of the environment,

WHEREAS the RECOFI is a Regional Fisheries Management Organization established in 2001 by an agreement concluded under Article XIV of the FAO Constitution with the aim of, *inter alia*, promoting the development, conservation, rational management and best utilization of living marine resources as well as sustainable development of aquaculture within its competence area,

WHEREAS the Parties recognize the benefit to be derived from enhanced collaboration and cooperation in the pursuit of their respective mandates and objectives,

WHEREAS the Parties intend to conclude this Memorandum of Understanding (hereafter referred to as “MoU”) with the aim to establish a broader cooperation aimed at harmonizing their activities and avoiding duplication of efforts,

ROPME and the RECOFI have agreed to cooperate under this MoU as follows:

Clause 1 Interpretation

This MoU supersedes all prior communications and representations between the Parties, whether oral or written, concerning the subject matter thereof.

Clause 2 Purpose

Having regard to the respective mandate of the Parties, the purpose of this MoU is to provide a framework for identifying, facilitating and strengthening cooperation between the Parties with a view to benefiting from each other's initiatives and works in relation to the management, conservation and sustainable exploitation of marine environment and its ecosystems and the sustainable use of marine living resources in their respective competence areas.

Clause 3 Areas and scope of cooperation

Cooperation under this MoU may take place, to the extent possible, within the purview of their respective mandates in the following broad thematic areas:

- Joint studies or projects on specific thematic areas;
- Capacity building and training;
- Knowledge-sharing and exchange of information and data;
- Advocacy, awareness raising through joint events;
- Collaboration in other areas as determined necessary.

Possible collaborative activities in which the Parties intend to focus their efforts, subject to the respective available resources, are highlighted in Annex I, which is an integral part of this MoU.

Clause 4 Organizational arrangements pertaining to the cooperation

- 1) The Parties shall hold bilateral consultations on matters of mutual interest, in accordance with an agenda agreed in advance by them, aiming also at the development and/or review of their joint activities. Subject to the applicable internal rules and procedures of each Party and to prior consultation among the Parties, The following two items should be examined at least once per year on the occasion of consultations:
 - a) Technical and operational issues related to furthering the objectives of the MoU;
 - b) Review the progress of 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 as observers. The Parties may consider the possibility of joint missions and the hosting of joint training activities and informal sessions.
- 4) ROPME and the RECOFI will inform their relevant governing bodies on the progress made in implementing this MoU in each Ordinary Meeting or Session of their respective governing bodies (Council Ordinary Meetings for ROPME and Commission Sessions for the RECOFI).
- 5) The Parties will encourage, and where possible promote, contacts, exchange of information and joint activities at national level between their respective focal points. The Parties may subsequently develop these contacts, exchange of information and joint activities.

- 6) Within the areas of cooperation specified in Clause 3, collaboration between ROPME and the RECOFI will be carried out, as appropriate, through joint elaboration, fundraising for and implementation of projects on specific issues of common interest.
- 7) Neither Party shall engage in fundraising with the third Parties for activities to be carried out within the framework of this MoU in the name of or on behalf of the other.
- 8) Nothing under this MoU imposes financial obligations upon either Party. If the Parties mutually agree to allocate specific funds to facilitate an activity undertaken pursuant to this MoU, such an agreement will be reflected in writing and signed by both Parties. In particular, for the implementation of joint activities within the framework of this MoU that might involve 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 each Party.
- 9) 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. The Parties will consider the possibility of joint missions and the hosting of joint training activities and information sessions.
- 10) Each Party shall identify a focal point within its internal organizational structure to coordinate cooperation, implementation and monitoring of the activities under this MoU.

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, sub-contractors or employees of the other Party. Neither of the Parties shall be liable for the acts or omissions of the other Party or its agents, subcontractors, employees or any persons performing services on behalf of it.

Clause 6 Official emblems and logos

- 1) Neither Party shall use the name, emblem or logos of the other Party, its subsidiaries, affiliates, and/or authorized agents, or any abbreviation thereof, in any press release, memo, report or other published disclosure related to this MoU, without the express prior written approval of the other Party in each case.
- 2) In no event will authorization of the ROPME or the RECOFI name or emblem, or any abbreviation thereof, be granted for commercial purposes.

Clause 7 Intellectual property rights

- 1) Intellectual property rights, in particular copyright, in material such as information, software and designs, made available by ROPME and FAO to be used to carry out activities under this MoU shall remain with the originating Party. Appropriate authorizations for use of such materials by the other Party will be addressed in the agreements concluded in accordance with Clause 4(9) above.
- 2) Intellectual Property Rights over materials developed jointly by the Parties shall be addressed as necessary in supplementary agreements concluded under this MoU.

Clause 8 Privileges and Immunities

Nothing in this MoU or in any document or arrangement relating thereto shall be construed as constituting a waiver of privileges or immunities of FAO, nor as extending any privileges or immunities of either Party to the other Party or its personnel.

Clause 9 Confidentiality

Neither of the Parties nor its personnel shall communicate to any other persons or entity any confidential information made known to it by the other Party in the course of the implementation of this MoU, nor shall they use this information to private or company advantage. This provision shall survive the expiration of termination of this MoU.

Clause 10 Notification and amendments

- 1) Each Party shall notify the other in writing, within three (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 Dispute settlement

Any dispute between the Parties concerning the interpretation and 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 institutions for final resolution.

Clause 12 Termination

- 1) This MoU may be terminated by either Party by giving six (6) 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) Unless agreed otherwise, upon termination of this MoU, the rights and obligations of the Parties defined under any specific arrangement established in accordance with Clause 4(8) of this MoU, will cease to be effective.

Clause 13 Duration

- 1) This MoU shall enter into force once it is signed by the duly authorized representatives of both Parties. As of that moment, the MoU shall remain in effect for four (4) years or until terminated in accordance with Clause 12 above. Its content shall be reviewed every two (2) years, as appropriate.
- 2) 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.

Signed for and on behalf of:

FAO, on behalf of RECOFI:

ROPME:

Name: Haydar Fersoy

Name: Hassan Mohammadi

Position: RECOFI Secretary

Position: Coordinator of ROPME

Signature:

Signature:

Date:

Date:

Activities relating to the areas of cooperation of this MoU

Parties may collaborate in the following activity areas:

- 1) Management of marine environment and its ecosystems
 - Mitigation of environmental degradation;
 - Mitigation of marine pollution;
 - Promotion of ecosystem-based approaches to the conservation of marine environment, its ecosystems and the sustainable use of marine living resources;
 - Conservation, protection, management and sustainable use of marine living resources;
 - Management of coastal and marine resources and ecosystems;
 - Mapping, protection and management of locations of environmental characteristics, such as biologically sensitive areas and flora and fauna; areas of importance for fisheries and/or for the conservation of endangered species and coastal wetlands;
 - Monitoring and assessment of Harmful Algal Blooms (HABs) and of marine litter and microplastics in the marine environment.
- 2) Marine biodiversity conservation and management
 - Conservation and responsible management of threatened and endangered species;
 - Conservation and management of marine protected areas/nature reserves with marine or estuarine component;
 - Sustainable management of native species and ecosystems, and protection against invasive alien species;
 - Ecosystem services identification and valuation.
- 3) Promotion of awareness and conservation of the marine environments. 4) Fisheries and aquaculture
 - Promotion of ecosystem-based fisheries and aquaculture management including the Ecosystem Approach to Fisheries and Aquaculture;
 - Mitigation of the impact of fisheries and aquaculture activities on the marine habitats and species;
 - Monitoring of impact of environmental changes and factors on fishery and aquaculture activities.
- 5) Joint technical projects.
- 6) Joint organization of seminars, workshops and technical training in the fields of mutual interest.
- 7) Joint technical publications.