



GENERAL FISHERIES COMMISSION
FOR THE MEDITERRANEAN
COMMISSION GÉNÉRALE DES PÊCHES
POUR LA MÉDITERRANÉE



GENERAL FISHERIES COMMISSION FOR THE MEDITERRANEAN

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**PROPOSAL FOR PARTNERSHIP ARRANGEMENTS AND
MEMORANDUM OF UNDERSTANDING WITH INTERNATIONAL
PARTNERS**

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I. COORDINATING WORKING PARTY ON FISHERY STATISTICS

STATUTES

1. **TERMS OF REFERENCE.** The Coordinating Working Party on Fishery Statistics (CWP) shall:
 - (i) keep under continuous review the requirements for fishery statistics (including aquaculture) for the purposes of research, policy-making and management, taking into account *inter alia* their purpose, usefulness, cost, burden in collection and collation, timeliness, quality, confidentiality needs and regional differences;
 - (ii) agree standard concepts, definitions, classifications and methodologies for the collection and collation of fishery statistics;
 - (iii) make proposals and recommendations for action in relation to the collection, collation and dissemination of fishery statistics, recognising the need to coordinate activities so as to avoid duplication.

2. **COMPOSITION.** The Working Party shall be composed of experts nominated by intergovernmental organizations which have a competence in fishery statistics. The following shall be the participating organizations initially:

Participating organizations may admit other intergovernmental organizations having competence in fishery statistics. Participating organizations may withdraw from the Working Party.

Each of the participating organizations may nominate up to five experts in accordance with their respective internal procedures.

3. **SECRETARY....**

4. **AMENDMENTS OF STATUTES.** Proposals for amendments to the Statutes shall be submitted to the CWP Secretary by one or more participating organizations or shall be recommended by the Working Party. Amendments shall come into force upon receipt by the CWP Secretary of notification of approval by all of the participating organizations in accordance with their respective internal procedures.

COORDINATING WORKING PARTY ON FISHERY STATISTICS

RULES OF PROCEDURES

1. **SESSIONS.** Unless contrary to the views of the majority of participating organizations, the interval between successive sessions of the Coordinating Working Party on Fishery Statistics (CWP) shall not exceed three years. The Working Party shall meet on announcement by the CWP Secretary who shall respect the wishes of the majority of participating organizations. The announcement shall generally be made at least six months before the session starts.
2. **AGENDA.** A provisional agenda for each session shall be prepared by the CWP Secretary in collaboration with the secretariats of the participating organizations. The first item on the provisional agenda shall be the adoption of the agenda. The agenda shall be distributed with the announcement of the session.
3. **NOMINATION OF EXPERTS.** Participating organizations should, where possible, notify the CWP Secretary of the names and affiliations of their nominated experts at least four months before the session.
4. **DOCUMENTATION.** Documents for each session should, if possible, be distributed to all participating organizations and nominated experts at least two months before the session. Each participating organization shall be responsible for the timely distribution of its documents in accordance with the mailing list supplied by the CWP Secretary.
5. **OFFICERS.** At the start of the Session, the Chairman and Vice-Chairman appointed at the previous session shall call the session to order. In their absence, the CWP Secretary will call the session to order. Following adoption of the agenda, the Working Party shall elect a Chairman and Vice-Chairman from among its members; they shall remain in office until the election of the new Chairman and new Vice-Chairman at the next session. The outgoing Chairman and Vice-Chairman shall be eligible for re-election.
6. **EXPENSES.** The expenses incurred by experts attending sessions of the Working Party shall be borne by the nominating organization or as otherwise arranged between the experts and the respective nominating organizations.
7. **WORKING LANGUAGE.** English shall be the working language of the Working Party.
8. **VOTING.** A majority of the participating organizations shall constitute a quorum. Each participating organization is entitled to one vote. Decisions of the Working Party shall be taken by a simple majority of votes cast by those presents at the session. When necessary, the Chairman may exercise a casting vote.
9. **REPORTS.** At each session the Working Party shall adopt a report of the session which will include *inter alia* all decisions and recommendations. The report shall be distributed by the CWP Secretary to the participating organizations and nominated experts, and to other individuals or organizations as requested by the Working Party. FAO should make the report available as widely as possible.
10. **MONITORING RECOMMENDATIONS.** Although recommendations and decisions of the Working Party are not binding on participating organizations, the Working Party shall monitor and report on the implementation of recommendations and decisions.
11. **INTERSESSIONAL ACTIVITIES.** The Working party may arrange such intersessional activities as are required for its effective functioning, including *inter alia*, holding informal

preparatory meetings, holding meetings of regional or subject groups, preparation of working papers, and communication by correspondence.

12. **SUSPENSION OF THE RULES OF PROCEDURE.** Suspension of the Rules of Procedure may be adopted by the Working Party by a two thirds majority of the vote cast, provided that 24 hours' notice of the proposal for the suspension had been given to the Working Party.
13. **AMENDMENT TO THE RULES OF PROCEDURE.** Amendments to the Rules of Procedure may be adopted by the Working Party by a two thirds majority of the participating organizations provided that three month notice of the proposal for the amendment had been given to all participating organizations. An amendment shall come into force unless any objection is received by the CWP Secretary from any participating organization within three months of being adopted.
14. **NEW PARTICIPATING ORGANIZATIONS.** An intergovernmental organization having competence in fishery statistics may become a participating organization of the Working Party if it is decided by a two thirds majority of the participating organizations provided that three months notice of the proposed admission had been given to all participating organizations.
15. **WITHDRAWAL OF PARTICIPATING ORGANIZATIONS.** Any participating organization may withdraw from the Working Party after giving three months' notice the CWP Secretary who will inform other participating organizations. If a participating organization does not provide any experts for three consecutive sessions without notification, it will be deemed to have withdrawn.

**II. PARTNERSHIP ARRANGEMENT
PROVIDING FOR INTERNATIONAL COOPERATION
IN THE DEVELOPMENT AND MAINTENANCE OF THE
FISHERIES RESOURCES MONITORING SYSTEM (FIRMS)**

PREAMBLE

WHEREAS the Code of Conduct for Responsible Fisheries:

- provides guidance which may be used where appropriate in the formulation of international agreements and other legal instruments, both binding and voluntary;
- calls for the promotion of international cooperation and coordination in all matters related to fisheries, including information gathering and data exchange, and fisheries research, management and development; and
- recognises that the special requirements of developing countries in implementing the Code need to be taken into account.

RECOGNIZING that partnerships between international and national institutions will assist in meeting the objectives of the Code of Conduct for Responsible Fisheries, including the implementation of International Plans of Action approved by the Committee of Fisheries of the Food and Agriculture Organization of the United Nations (FAO) and the FAO Strategy for Improving Information on Status and Trends of Capture Fisheries.

RECOGNIZING ALSO that such partnerships may occur at many levels, including

- global and regional fisheries organisations and arrangements (Regional Fishery Bodies);
- national agencies and research institutions; and
- global and regional network partners providing complementary information.

NOTING that international and national fisheries institutions have a wide variety of mandates and responsibilities, which may change over time, and that Partnerships should be in conformity with such mandates and responsibilities and adapt to new and changing institutional circumstances, as appropriate. Also noting that the Regional Fishery Bodies have a general obligation to disseminate information on the status of fisheries and fish stocks, or to provide assistance to their member countries for that purpose.

TAKING INTO CONSIDERATION the (**Note:** *agreement, memorandum of understanding, or exchange of letters concerning these recognitions; and noting the appropriate detail*) that exists between the partners to this arrangement.

NOW THEREFORE the (*Institution name*), (hereinafter, the ‘Partner’¹) and the FAO, as a partner acting in the interest of furthering the objectives of FIRMS, have agreed to enter into this Partnership Arrangement:

- to establish the rights, responsibilities and obligations of the Partners; and

¹ Or replace throughout with an institution acronym.

- to specify in detail the provisions on the nature, scope and conditions under which information is made available.

Article 1. OBJECTIVES OF THE PARTNERSHIP ARRANGEMENT

- 1.1 The principal objective of the FIRMS Partnership Arrangement (“the Arrangement”) is to establish a framework between the Partners as listed in Annex 1 that will promote development and extension of fisheries status and trends reporting to all fisheries resources by:
 - 1.1.1 building a community of responsible institutions that will report in an objective way on fisheries status and trends, thus contributing to the promotion of responsible fisheries management; and
 - 1.1.2 developing, sharing and maintaining services for the collation, management and dissemination of information through a System for Fisheries Resources Monitoring (FIRMS), hereafter referred to as the “FIRMS Partnership”.

Article 2. PRINCIPLES OF THE PARTNERSHIP ARRANGEMENT

- 2.1 The Arrangement is based on the following principles:
 - 2.1.1 information on fisheries is shared and appropriately disseminated;
 - 2.1.2 information contributions related to fisheries remain within the full control and ownership of the Partner which has primary monitoring or management responsibility over resource and fishery units, including control of what and when information is made available, and how it is processed; and
 - 2.1.3 whenever possible, the Partner will maintain the documentation on information sources, ownership, data origins and collection methodologies, and on their rules on dissemination and publication.

Article 3. PARTNERS RESPONSIBILITIES

- 3.1 FAO will provide the Secretariat to the FIRMS Steering Committee (“FSC”). The Secretariat will have the following responsibilities:
 - 3.1.1 to support the FSC, in the performance of its functions and responsibilities which are described in Article 5 of this Arrangement;
 - 3.1.2 to implement decisions of the FSC in accordance with the Information Management Policy and the Rules of Procedures adopted by the FSC;
 - 3.1.3 to coordinate and administer financial inputs, in conformity with FAO Financial Rules and Regulations, for the development of FIRMS and for the conduct of this Partnership;
 - 3.1.4 to maintain databases for the presentation of fishery information;
 - 3.1.5 to make available the information provided under this Arrangement to Partners and other interested parties as may be decided upon by the FSC;
 - 3.1.6 to supervise the implementation of FIRMS Partnership services, including
 - 3.1.6.1. the application of systems of information quality control for presentation and consistency purposes;
 - 3.1.6.2. the development and implementation of software and information methodologies; and
 - 3.1.6.3. the development and implementation of training tools and methods, and the conduct of training, as appropriate.

- 3.1.7 where required, to receive and process information inputs from a Partner, in particular for developing country institutions;
 - 3.1.8 where required, to collate, control and process information on the status and trends of fisheries; and
 - 3.1.9 to seek to ensure that the FIRMS Partnership will include global level information on the status and trends of fisheries in accordance with information management policies adopted by the FSC.
- 3.2 The Partners will contribute to FIRMS according to their mandate. To this effect the Partners will be responsible *inter alia*, for:
- 3.2.1 presenting for inclusion in FIRMS databases fishery assessment and management reports, statistics and other related information in a timely manner and according to its own policies on ownership, transparency and quality assurance, as referred to in Annex 2;
 - 3.2.2 collating fishery information, or establishing databases jointly with FAO or with others;
 - 3.2.3 ensuring collaboration with and participating in the work of the FSC, including in the identification of information that will complement each Partner's information sources and prevent duplication, and in attending meetings of the FSC.

Article 4. PARTNERS BENEFITS AND RIGHTS

- 4.1 The general benefits of the Arrangement are to enable the Partners:
- 4.1.1 to assist them in fulfilling their commitment to improving transparency and accuracy of information on the status and trends of fisheries, while respecting confidentiality and security under which the information has been submitted, in ways that satisfy the owners of information concerned.
 - 4.1.2 to make available to the public, through dissemination channels referred to in Annex 2, information on fisheries status and trends in ways that provide background for, and facilitate interpretation of, fishery resources assessments and fishery management advisory reports. This information covers, *inter alia*:
 - 4.1.2.1. the distribution and population dynamics of a fishery resource;
 - 4.1.2.2. the techniques, nature, conduct and production of the fisheries for that resource;
 - 4.1.2.3. the fishery management systems in place or being developed, and
 - 4.1.2.4. indicators of the effect of such management.
- 4.2 In addition to what may be provided for in Annex 2, the Partner will, for FIRMS purposes, have access to:
- 4.2.1 FIRMS tools for the editing, dissemination and maintenance of information;
 - 4.2.2 FIRMS information and databases beyond the restrictions normally applied under FAO dissemination policy, e.g. to geographic information system (GIS) layers or other value-added products;
 - 4.2.3 FIRMS Secretariat services for training in the use of information tools and standards, for use of the shared software library and other information products.

Article 5. INSTITUTIONAL ARRANGEMENTS

- 5.1 Eligibility of partners
- 5.1.1 National institutions, mandated by a national government, and intergovernmental bodies, that hold responsibilities for the preparation or publication of fisheries information relevant to the framework of the partnership may become a Partner.

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- 5.1.2 Only one institution per country endorsed by its national government may become a FIRMS Partner. That institution may act as focal point to other institutions in a given country, as appropriate.
 - 5.2 A Partner will cease to be a FIRMS Partner and deemed to have withdrawn from the Arrangement following a declaration made by the FSC in accordance with article 5.4.5.
 - 5.3 FIRMS Steering Committee (FSC)
 - 5.3.1 The FSC will be constituted of one member nominated by each Partner, including FAO in its capacity of Partner.
 - 5.3.2 The FSC will be activated when the FIRMS Partnership enters into force.
 - 5.4 In administrative matters, the FSC will:
 - 5.4.1 meet at regular intervals, as appropriate or required in accordance with its Rules of Procedure.
 - 5.4.2 adopt its Rules of Procedure and any amendment thereof;
 - 5.4.3 make decisions according to the Rules of Procedure within the scope of this Partnership Arrangement.
 - 5.4.4 identify potential partners that will contribute to the achievement of the FIRMS objectives, and prioritise their eligibility, with a view to ensure that:
 - 5.4.4.1. their fisheries information reporting complements what FIRMS already covers;
 - 5.4.4.2. their internal information policies are in conformity with quality assurance rules and standards provided for in the FIRMS Information Management Policy referred to in 5.5.4;
 - 5.4.4.3. their mandate is within the FIRMS thematic scope; and
 - 5.4.4.4. the additional workload generated can be absorbed by the FIRMS Secretariat.
 - 5.4.5 declare a Partner as having withdrawn from the Arrangement based on the inactivity of the Partner in FIRMS; and
 - 5.4.6 discuss with and advise its members and FIRMS Secretariat on any other matters pertaining to FIRMS.
 - 5.5 In technical matters, the FSC will:
 - 5.5.1 monitor the development and performance of FIRMS and advise on improvements;
 - 5.5.2 consider Partners' requests on additional analyses or presentations;
 - 5.5.3 discuss, advise and take decisions on further system developments;
 - 5.5.4 formulate, adopt and keep under review the Information Management Policy;
 - 5.5.5 review and comment upon the resources made available for the furthering of FIRMS objectives whether in kind or financial, and advise the FIRMS Secretariat on their allocation.
 - 5.6 Cost sharing of the FIRMS Partnership
 - 5.6.1 FAO will cover the costs of FIRMS development, FSC administration and the provision of the Partner entitlements under the Arrangement through regular and trust fund arrangements, to the extent that these funds allow and in accordance with its Financial Rules and Regulations.
 - 5.6.2 The Partner will cover the costs of information contributions to FIRMS, attendance at FSC meetings and additional FIRMS services, which might include information system functionality or customisation for the specific use of the Partner, to the extent that funds have been allocated thereto.
 - 5.7 Entry into force, amendment and termination of this arrangement

- 5.7.1 The Arrangement will enter into force on the date of signature of five Partners.
- 5.7.2 A Partner may withdraw from this arrangement, after giving three months notice to the FIRMS Secretariat which will inform the other Partners.
- 5.7.3 FAO may terminate its service as the FIRMS Secretariat. FAO will give twenty-four months notice to FSC before this termination.
- 5.7.4 The Arrangement may be amended or terminated with the consensus of all Partners.
- 5.7.5 The FSC will hold a first session within one year from the date of entry into force of this arrangement.

Article 6. MISCELLANEOUS

- 6.1 Annex 2 is an arrangement specific to each signing Partner and may be reviewed and amended as appropriate by the signing Partner in collaboration with the FIRMS Secretariat.

IN WITNESS WHEREOF, the Partners affix their signatures:

<i>Signature:</i>	<i>Name:</i>
<i>Position:</i>	<i>Date:</i>
<i>For and on behalf of:</i>	The (Partner- name):
<i>Signature:</i>	<i>Name:</i> Ichiro Nomura
<i>Position:</i>	Assistant Director-General, Fisheries Department, Food and Agriculture Organization of the UN
<i>For and on behalf of:</i>	Secretariat: on behalf of the FIRMS Partnership (Food and Agriculture Organization of the United Nations)

Outline and detailed arrangements on the nature of information and the conditions under which it is made available under this partnership arrangement, including any institutional collaborations and additional entitlements that a partner may wish to include.

Note: Fisheries data and statistical information will be provided by the FIRMS Partners mandated to develop and use it in ways that support their work programmes, and which are reported to the public in ways that can also be achieved through the FIRMS Partnership.

This Annex is a specific text to be agreed by the signatory partners. The following is a general outline of the possible contents of the Annex in relation to important issues that the signatory partners need to agree in support of the main text of the arrangement, including but not limited to the following:

1. ***Data and statistical information:***

Types and scope of information to be contributed. Considerations will be made on the standards to be used in this Partnership Agreement, referring to the FIRMS Partnership's Information Management Policy.

2. ***Metadata and information management:***

Methods of collection; bibliographical sources, ownership and responsibilities, including criteria and methods used in authentication and verification; processing methods and transmission protocols; timeliness and frequency of updates; and dissemination channels.

3. ***Data and information security:***

Confidentiality, transparency and feedback.

4. ***Collaborative institutions:***

The institutions that a partner wishes to be included in aspects of this arrangement, and the related information ownership and responsibilities details.

5. ***Additional entitlements:***

When further partnership efforts need to be extended this item may be revised by mutual consent.

Note: This Annex may be structured in any way that the partners wish to agree, not necessarily as above.

**RULES OF PROCEDURE
OF THE FIRMS STEERING COMMITTEE (FSC)**

1. SESSIONS

The FSC will hold Ordinary Sessions at least once every three years. Upon request by a FSC member and with the written concurrence of at least one third of the FSC members, the FSC will hold Extraordinary Sessions to discuss matters of interest to the FSC members, as defined in Articles 5.4 and 5.5 of the Partnership Arrangement. The FIRMS Secretariat will announce the date and location of the Session at least 90 days before the date on which the Session should be held.

2. AGENDA

A provisional agenda for each Session will be prepared by the FIRMS Secretariat in collaboration with the Chairperson. The first item on the provisional agenda will be the adoption of the agenda. If funds are made available to the FIRMS Partnership, the agenda will include an element entitled "handling of financial matters". The provisional agenda will be distributed with the announcement of the Session.

3. PARTNERS' REPRESENTATIVE AT MEETINGS

Each Partner will communicate to the FIRMS Secretariat the names of its Representative, alternate Representative, advisers and other members of its delegation prior to Sessions.

4. DOCUMENTATION

Relevant documents for each Session will be, if possible, distributed by the FIRMS Secretariat to all Partners at the announcement of the Session.

5. OFFICERS

As a final agenda item at each Ordinary Session the FSC will elect a Chairperson and Vice-Chairperson from among its members; they will remain in office until the election of the new Chairperson and new Vice-Chairperson at the next Session. The outgoing Chairperson and Vice-Chairperson will be eligible for re-election.

The Chairperson shall be responsible for the following tasks in consultation with the FIRMS Secretariat:

5.1. Arranging such intersessional activities which may be required for the effective functioning of the FSC, including inter alia, holding informal technical preparatory meetings, holding meetings of regional or subject groups, preparation of working papers, and communication by correspondence.

5.2. Preparing the draft agenda for the next Session (Ordinary or Extraordinary)

5.3. Monitoring progress made by FIRMS Secretariat on the implementation of decisions taken by the FSC.

6. EXPENSES

The FIRMS Secretariat will not bear the expenses incurred by delegates, including Representative and alternate Representative, attending Sessions of the FSC.

7. WORKING LANGUAGE

English will be the working language of the FSC.

8. DECISION MAKING

All decisions of the FSC, including amendments to these Rules of Procedure, will be taken by consensus of all FSC members attending the Session unless this is specified differently in these Rules of Procedure.

9. REPORTS

At each Session the FSC will adopt a report of the Session that will be made publicly available by the FSC Secretariat.

10. NEW PARTNERS

10 a) Identification and communication

Potential partners may be identified by the FSC or apply directly to the FIRMS Secretariat. In both cases, potential partners should communicate formally their interest to become member of the FIRMS Partnership to the FIRMS Secretariat.

All applicant partners should provide evidence that they comply with the criteria established in the Partnership Arrangement.

10 b) Endorsement and objection

The FSC should endorse the new Partners at the Sessions of the FSC (Ordinary or Extraordinary) or, in case the potential partner is identified or applies to be a member between Sessions, by email correspondence between FSC members. Unless there is an objection from any of the FSC members within 30 days upon proposal, the applicant Partner will become a new member of the FIRMS Partnership and the FSC. In case of objection by any of the FSC members, the endorsement of the applicant Partner will be reconsidered at the next FSC Session (Ordinary or Extraordinary).

11. OBSERVERS

The FIRMS Partnership shall promote transparency in its activities and new membership. Therefore, national institutions, intergovernmental organisations and nongovernmental organisations may, upon request to the FIRMS Secretariat at least 90 days before the Session, be invited to be represented by an Observer at the FSC Sessions.

The FIRMS Secretariat will circulate the request for observer status to the FSC members who shall respond within thirty days with their concurrence or objection. A FSC member who fails to make an objection within 30 days shall be deemed to have concurred with the request for observer status. An Observer may submit memoranda and participate in the discussions, but will not participate in decision-making.

FIRMS INFORMATION MANAGEMENT POLICY

Final draft

26/02/05

Preamble:

The FSC formulates and revises as necessary the Information Management Policy. Various parts of this Policy may be at various stages of elaboration, according to the needs and issues to be addressed.

FIRMS is powered by FIGIS, and will be guided by the same principles as FIGIS. The FIGIS is a FAO system for disseminating information provided by many different partners, each holding data in different databases (or otherwise). Data in the FIRMS system will be loaded and maintained by many different organisations. In this distributed system, information remains under the full responsibility and control of data owners, and in that respect, information available through FIRMS shall be disseminated ensuring source and citations of responsible Party together with information on the nature, origins and quality of the information.

As overall guiding principles, the Information Management Policy shall encourage participation and cooperation by partners and facilitate submission of information, as well as maintain objectivity and transparency of the information presented.

Definitions:

- **CWP:** the **Coordinating Working Party on Fishery Statistics** provides a mechanism to develop and promote common standards for fisheries statistics of regional fishery bodies and other inter-governmental organizations with a remit for fishery statistics.
- **FIGIS:** the **FAO Fisheries Global Information System** is a web-based information management tool that integrates fisheries information and interconnects groups of institutional partnerships to build up a network of subsystems. **FIGIS** is the tool powering the FIRMS web-site, taking care of the management and dissemination of information shared within the FIRMS partnership. Core modules handled by FIGIS for this FIRMS sub-system comprise resources and stocks, fisheries, fisheries management systems, and collections descriptions, whereas peripheral modules include species, fishing techniques, organizations descriptions.
- **FIRMS:** the **Fishery Resources Monitoring System** is a partnership drawing together international organizations, regional fishery bodies and national scientific institutes, collaborating within a formal agreement, who are willing to report and share information on status and trends of fishery resources.
- **FSC:** the **FIRMS Steering Committee** described in article 5 of the Partnership Arrangement.

Para.1: FIRMS Partners policies: Partners' policies regarding their publications and the dissemination of data and documents apply for the information that each Partner has submitted. Partners are responsible for informing the FIRMS secretariat of their information management policy. In practical terms, this means for FIRMS that:

- Partners' logo will be associated together with their information contributions;
- information submitted by a Partner may be withdrawn if the Partner withdraws from the Partnership;
- the Partner will be responsible for ensuring synchronisation with its own publication process;

- FIRMS will set-up mechanisms to prevent distortion of partners' published sources;
- Partner's publishing languages will be respected as far as possible.

Para.2: Language handling. Notwithstanding provisions made in paragraph 1, the use of one of the 5 FAO official languages is encouraged in FIRMS. Consistently with the promotion of standards, there may be minimum language requirements for the submission of key attributes in English, such as titles or other searchable qualifiers.

Para.3: Quality assurance. High quality information in FIRMS requires that information is objective, transparent, timely and consistent. Objectivity will be achieved through submission of the best scientific information, and encouraged through the development of criteria for the establishment of quality levels of partners contributions. Transparency implies that each piece of information is clearly documented and traceable. FIRMS will encourage its Partners to maintain timeliness of the information they submit consistent with their Agreements. Consistency is encouraged through standardization in data provided which in turn implies training and support to partners. Quality assurance (QA) procedures are a key part of maintaining high quality information, recognising the existence of two types of QA:

- 1) QA of information submitted by partners: Partners are responsible for the information submitted and the QA associated with that information. Where appropriate, information submitted by partners may include a general description of their QA protocols.
- 2) Minimum QA required for the sound operation of FIRMS (to be further developed by the FSC) should include, *inter alia*: identification of required information (eg mandatory fields), agreement on standards; use of a single harmonised layout; development of quality assurance indicators (both qualitative and quantitative, such as "risks indicators"); and indicators of reliability and timeliness in metadata.

Para.4: Handling of alternate views. The presentation of alternate views and interpretations of the information is envisaged in FIRMS. Although a guiding principle is that FIRMS is an information system and not a forum for debate on interpretation of data (such forums are established through bi- or multilateral arrangements or through the regional fisheries bodies), FIRMS provides for mechanisms to identify conflicting information and resolve subsequent issues that may arise among Partners. The Information Management Policy sets the following principles:

- one Partner, or joint Partners, are recognized as primary responsible(s) for information on any Marine Resource or Fishery, as per content of Partnership Arrangement's Annex 2;
- the role of the Secretariat is to enforce at system level this primary responsibility;
- Partners are entitled to submit alternate views on any Marine Resource or Fishery, final publishing being under the control of Partner(s) having primary responsibility over that Stock or Fishery;
- in cases where the primary responsibility is disputed between two or more partners, the FSC may decide on how to publish the alternative views.

Para.5: Functionality automating analyses of the content of the system. To avoid misleading analyses, search facilities shall ensure that information on status and trends or management advice is not separated from its associated interpretative context.

Para.6: Users restricted areas. FIRMS has a public domain as well as a domain to which access is restricted. FIRMS's restricted access area enables the information submission and validation process (including data integrity and consistency checking) for pre-publication reviews of that information by the FIRMS partners responsible. The Information Management Policy defines access rights by user types distinguishing editors, reviewers, approvers, system administrator, privileged users and general public. Identified inconsistencies in the contributions of partners remain under confidential private access until they are resolved.

Para.7: Maintenance of historical data. The Information Management Policy will consider maintenance of history, update cycles and recovery of historical data. It will identify the requirements for archiving information and how the system will provide access to historic information.

Para.8: Information Technology (IT) Standards and Information Standards. The FIRMS Information Management Policy respects a range of **IT Standards and Information Standards** but shall primarily respect the FIRMS Partnership Arrangement on this topic. The distributed nature of FIRMS implies that FSC will not be able to set standards in a vacuum: the realities of existing standards of partners (and their system sites) will always need to be recognized, and therefore the final standards will be a major topic for resolution by the FIRMS Steering Committee. The following is a list of standards currently used within FIRMS:

FIRMS uses FIGIS IT standards that include:

- ✓ XML is the core format for data and information input, output and exchange;
- ✓ avoidance of the use of proprietary software wherever possible;

FIRMS information standards include:

- ✓ establishment of metadata and controlled vocabulary (thesauri) standards which, as a guiding principle, use existing standards including CWP, FIGIS, or other standards; however it is understood that extensions may be unavoidable. All controlled vocabulary, including metadata, might be available in three languages (English, French, Spanish);
- ✓ Exchange protocols of spatial information: when presenting geo-referenced data, an individual data provider should use the appropriate geographical system. Local organisations should make sure that the detailed maps that they might develop for their own use conform to existing map systems.

Para.9: Mechanisms for the development, consolidation and validation of Metadata standards

- ✓ the FIRMS web-site present the elements of protocols to facilitate the exchange of information.

IV. EXAMPLE OF MEMORANDUM OF UNDERSTANDING

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE FOOD AND AGRICULTURE ORGANIZATION OF THE UNITED NATIONS (FAO)
AND
THE INTERNATIONAL CENTRE FOR ADVANCED MEDITERRANEAN AGRONOMIC
STUDIES (CIHEAM)**

The Food and Agriculture Organization of the United Nations (FAO) with headquarters located in Rome, Italy, aims at strengthening the partnership collaboration with public and private institutions for the development and implementation of activities strengthening science and technology capacity for sustainable development.

The International Centre for Advanced Mediterranean Agronomic Studies (CIHEAM), with headquarters in Paris, France, is a regional intergovernmental institution that provides training, conducts research and promotes international cooperation in agricultural and rural development in the Mediterranean Basin through its four Mediterranean Agronomic Institutes located at Bari (Italy), Chania (Greece), Montpellier (France) and Zaragoza (Spain).

CONSIDERING THAT

FAO and CIHEAM share common interests in agricultural development and natural resource management in the Mediterranean Basin;

The aim of both institutions is to enhance food security and protect the natural resources base through strengthening agricultural research and human capacity building taking into consideration the socio-economic and agro-ecological conditions of the Mediterranean region;

The strengthening and improvement of training and research systems, as well of development programmes, represent an important condition for achieving this aim, and that the fulfilment of the condition requires more intensive and effective international cooperation;

The responsibilities mandated to the two institutions are complementary in these areas of endeavour;

The two institutions have cooperated since their exchange of: letters of June 1977 and that they have signed another specific agreement of scientific cooperation in July 1996;

The two Parties agree to pursue and further develop their cooperation as follows:

Article 1. Areas of Cooperation

The cooperation will concentrate on the following three areas and priority activities:

1.1 Human resources development

1.1.1 Coordination of those current programmes that could be of mutual interest in the fields of:

Plant and animal production systems in Mediterranean dry lands, including:

- genetic resources
- aromatic and medicinal plants
- plant protection
- organic agriculture

Soil and water protection and management, including:

- economic and social aspects of water mobilization
- climatic change and desertification

Sustainable management of Mediterranean fisheries and aquaculture.

Agricultural and food policies, including:

- sustainable rural development
- land tenure
- food security
- food quality and safety

- 1.1.2 Joint planning and implementation of courses on subjects of common interest, with the duration and nature of such courses to be determined by consultation.
- 1.1.3 Development of distant learning training modules and of information and pedagogical materials.
- 1.1.4 Exchanges of scientists and students, as well as the organization of in-service training and study tours.

1.2 Research and development

- 1.2.1 Coordination of those current research programmes that could be of mutual interest:
 - food safety and nutrition
 - animal production and animal health
 - seed and plant genetic resources
 - water protection and management
 - Mediterranean fisheries and aquaculture
- 1.2.2 Joint organization of seminars, study teams and workshops on topics of common interest.
- 1.2.3 Development of joint regional research projects of mutual interest to be supported by institutions' own funds or by potential donors.

1.3 Information systems development

- 1.3.1 Exchange or transfer of scientific and technical information in the form of publications, reports and other documents, inducing information on the operations and organization of the two institutions.
- 1.3.2 Joint publication of documents resulting from activities carried out within the framework of the present agreement.
- 1.3.3 Development of specific regional information and communication technology projects.

Article 2. Operational Arrangements

- 2.1 Planning for FAO/CIHEAM cooperative activities is carried out under the supervision of the Director-General of FAO and the Secretary General of CIHEAM or by the responsible officers they will commit to this duty.
- 2.2 Each operation to be carried out jointly by FAO and CIHEAM shall be subject of a specific protocol to be agreed upon by the Director-General of FAO and the Secretary General of CIHEAM or the officials they will delegate to this effect.
- 2.3 Each specific protocol will set forth the related material aspects of the joint action, principally with regard to each one's contribution to the estimated budget and to the allotment of responsibilities in the implementation.

- 2.4 Particular attention will be given to commonly identify and obtain external resources that will complement the ones allotted by the two institutions. The modalities of their subsequent common use will be defined by each specific protocol.
- 2.5 Joint actions shall, in as much as possible, provide for the participation of other institutions of member countries from both FAO and CIHEAM.

Article 3. Review and Renewal of the Agreement

- 3.1 The content of the present Agreement and the priority areas of collaboration identified shall be reviewed on a biannual basis by a Committee, the composition of which will be determined by the Director-General of FAO and the Secretary General of CIHEAM or by the responsible officers to whom they have entrusted the follow-up of this agreement. Upon request of one of the Parties, this Committee or a representative of each Party could also meet to solve any problem that may arise in the implementation of any agreed action.
- 3.2 The present agreement shall come into effect for a period of two years on the date of its signature. It shall be automatically renewed unless denounced by one or the other Party at least three months before the term expires.
- 3.3 The terms of the present agreement shall not be modified except with written approval of both parties.

Article 4. Final Provisions

Nothing in this Agreement of Cooperation or in any document or arrangement relating thereto, shall be construed as constituting a waiver of privileges or immunities of FAO, nor as conferring any privileges or immunities of FAO to CIHEAM or their personnel.

The present Agreement of Cooperation and any document or arrangement relating thereto, shall be governed by general principles of law, to the exclusion of any single national system of law.

Any dispute between the Parties concerning the interpretation and the execution of this Agreement of Cooperation, or any document or arrangement relating thereto, shall be settled by negotiation between the Parties. If the dispute is not settled by negotiation between the Parties or by another agreed mode of settlement, it shall, at the request of either Party, be submitted to one conciliator. Should the Parties fail to reach agreement on the name of a sole conciliator, each Party shall appoint one conciliator. The conciliation shall be carried out in accordance with the Conciliation Rules of the United Nations Commission on International Trade Law, as at present in force.

Any dispute between the Parties that is unresolved after conciliation shall, at the request of either Party be settled by arbitration in accordance with the Arbitration Rules of the United Nations Commission on International Trade Law, as at present in force.

Any arbitration award rendered in accordance with the provisions of this Article shall be final and binding on the Parties.

Upon signature by FAO and CIHEAM this Agreement of Cooperation shall represent the understanding of the Parties.

Each Party will keep one signed original of this Agreement.

On behalf of CIHEAM

Bertrand HERVIEU

Secretary General

Place and date

On behalf of FAO

Jacques DIOUF

Director-General

Place and date

DRAFT MEMORANDUM OF UNDERSTANDING
BETWEEN
THE GENERAL FISHERIES COMMISSION FOR THE MEDITERRANEAN (GFCM)
AND
IUCN – THE WORLD CONSERVATION UNION²
ON COOPERATION ON FISHERIES AND AQUACULTURE IN THE MEDITERRANEAN
REGION

The Food and Agriculture Organization of the United Nations (FAO), acting on behalf of the General Fisheries Commission for the Mediterranean (GFCM), and IUCN –The World Conservation Union, hereafter referred to as the Parties;

RECALLING that the primary goals of the GFCM, a commission established by international agreement under the Constitution of FAO, is to promote the development, conservation and management of living marine resources, and to formulate and recommend conservation and management measures;

RECALLING that the mission of the IUCN in the Mediterranean region is to influence, encourage and assist Mediterranean societies in achieving both the conservation and sustainable use of natural resources, and sustainable development;

ACKNOWLEDGING that both GFCM and IUCN are committed to the implementation of the Barcelona Convention, and are supportive of the Strategic Action Plan for the Conservation of Biological Diversity (SAP BIO) in the Mediterranean Region;

AGREE to cooperate in the following areas:

1. Development and participation in the implementation of the Ecosystem Approach to Fisheries and Aquaculture in the Mediterranean region;
2. Formulation of sustainable development frameworks and guidelines for Mediterranean Aquaculture;
3. Cooperation in the identification of a representative network of Mediterranean marine restricted fishing areas, including for sensitive habitat of deep sea ecosystems, pelagic ecosystems, and in High Sea ;
4. Strengthening of scientific evidence on issues of common interest and jointly develop as appropriate new fields of investigations, especially in relation to by-catch, protection of emblematic species, and allocation of fishing effort;
5. Development and reinforcement of communication partnerships and links between the marine environment and fisheries, including marine aquaculture, in the Mediterranean.

The nature of the activities may include, but will not necessarily be restricted to:

- Organization, participation in and collaboration on joint initiatives, that may include research and conservation projects, reports, seminars, conferences or other processes related to the programmes of work;
- Collaboration in the publication and dissemination, in relevant international fora, of the Mediterranean experience and achievements in marine conservation;
- Exchange of information on technical issues of common interest; and

² Represented by the IUCN Centre for Mediterranean Cooperation

- Dissemination of awareness of the Parties' activities within their respective networks.

The Parties will agree on annual plans of work, to be developed in the light of the Parties' own respective annual work programmes, in order to identify relevant areas of synergy.

Where necessary, the GFCM and the IUCN may establish individual arrangements for specific activities and individual projects.

Any activities under this Memorandum of Cooperation will be subject to the availability of financial resources.

The technical focal points for the implementation of this Memorandum of Cooperation and the monitoring of any activities undertaken for its implementation will be:

- the Executive Secretary, on behalf of the GFCM;
- the director of the IUCN Centre for Mediterranean Cooperation, in coordination with the IUCN Global Marine Programme, on behalf of IUCN.

Each Party agrees that any documents or correspondence prepared or communicated between under this Memorandum of Cooperation will be of a restricted nature and will not be released into the public domain, except upon prior agreement.

The publication of documents or communications under this Memorandum of Cooperation will be made jointly, and in accordance with such conditions as the Parties may define.

This Memorandum of Cooperation will come into force on the date of its signature by the second-and-last Party, and will remain in force until 31 December 2010. Prior to the expiration date, this Memorandum of Cooperation may be:

- (a) terminated by either Party upon 3 (three) month's written notice given to the other Party, or
- (b) extended or modified through the Parties' mutual written agreement.

In witness whereof, the undersigned, being duly authorized to do so, have signed this Memorandum of Cooperation in two originals in the English language.

Date :

*For the Food and Agriculture Organization
of the United Nations*

Alain Bonzon
Executive Secretary
**General Fisheries Commission for the
Mediterranean**

Date:

*For IUCN – The World Conservation
Union*

Rami A. Salman
Acting Director
**IUCN Centre for Mediterranean
Cooperation**