

**MEMORANDUM OF UNDERSTANDING**  
**Establishing the**  
**Interim Coordination Mechanism**  
**for the Sustainable Management, Use and Protection of shared Living Marine Resources**  
**in the Caribbean and North Brazil Shelf Large Marine Ecosystems**

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The Parties subscribing to this Memorandum of Understanding (hereinafter referred to as “MoU”) are as follows and as confirmed by signature:

- ***UN Environment represented by its Caribbean Regional Coordinating Unit (UN Environment CAR/RCU)***
- ***The Food and Agriculture Organization of the United Nations (FAO) on behalf of the Western Central Atlantic Fishery Commission (WECAFC)***
- ***The Intergovernmental Oceanographic Commission of the United Nations Educational, Scientific, and Cultural Organization (UNESCO-IOC)***
- ***The Organisation of Eastern Caribbean States (OECS)***
- ***The Caribbean Regional Fisheries Mechanism (CRFM)***
- ***The Central American Fisheries and Aquaculture Organisation (OSPESCA)***
- ***The Central American Commission for Environment and Development (CCAD)***
- ***The Caribbean Community (CARICOM) represented by its Secretariat***

And henceforth referred to in this MoU as “the Parties”

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## PREAMBLE

### **The Parties:**

**Noting** that the Caribbean and North Brazil Shelf Large Marine Ecosystems (hereinafter jointly referred to as “the CLME+ region”) are two of the sixty-six (66) globally defined Large Marine Ecosystems proposed by the National Oceanic and Atmospheric Administration of the United States of America (NOAA) and the Global Environment Facility (GEF) as meaningful geospatial units for the implementation of an Ecosystem-Based Management (EBM) approach and for an Ecosystem Approach to Fisheries (EAF);

**Recalling** that, with support from the United Nations Development Programme (UNDP)/GEF Project, “*Sustainable Management of the Shared Living Marine Resources of the Caribbean Large Marine Ecosystem and Adjacent Regions*” (GEF ID 1032; 2009-2014, hereinafter referred to as “CLME Project”), a 10-year “*Strategic Action Programme for the Sustainable Management of the Shared Living Marine Resources of the CLME+ region*” (hereinafter referred to as the “CLME+ SAP”) was developed and adopted, providing a comprehensive roadmap towards sustainable living marine resources management through strengthened and consolidated regional cooperation and the adoption of EBM/EAF;

**Acknowledging** that the geographical scope of the CLME+ SAP is consistent with the mandates of the Parties to this MoU and recalling its broad political endorsement across the wider CLME+ region;

**Also Acknowledging** the over-arching CLME+ SAP vision of “*a healthy marine environment which provides benefits and livelihoods for the well-being of the people of the region*”, and the SAP objectives, which are consistent with the mission, goals, objectives and mandates of the Parties to this MoU;

**Further Acknowledging** that the CLME+ SAP is supportive of ‘countries’ efforts to achieve globally and regionally adopted commitments and targets such as those under the United Nations Sustainable Development Goals (SDG’s), in particular SDG14, and under the Strategic Plan for Biodiversity (2011-2020), adopted by the Tenth Meeting of the Conference of the Parties to the Convention on Biological Diversity, Nagoya, Japan, 18-29 October 2010;

**Recalling** that the UNDP/GEF Project, “*Catalysing Implementation of the Strategic Action Programme for the Sustainable Management of shared Living Marine Resources in the Caribbean and North Brazil Shelf Large Marine Ecosystems*” (GEF ID 5542; 2015-2020; hereinafter referred to as “CLME+ Project”) aims at strengthening and consolidating regional coordination and cooperation through the implementation of the politically endorsed CLME+ SAP;

**Also Recalling** that in line with CLME+ SAP Strategy 2, Action 2.1(A), an interim arrangement was put in place in January 2016 to facilitate, support and strengthen the coordination of actions for sustainable fisheries through a Memorandum of Understanding signed by three regional fisheries bodies who are also Parties to this MoU: FAO-WECAFC, CRFM and OSPESCA;

**Noting** that the CLME+ SAP under Strategy 3 calls for the establishment of a coordination mechanism amongst organisations with a mandate for sustainable fisheries and for the protection of the marine environment in the CLME+ region;

**Further recalling** Resolution 2/10, Operational paragraph 5 of the second United Nations Environment Assembly (UNEA-2, 2016), which invites Member States and Regional Seas Conventions and Action Plans, in cooperation, as appropriate, with other regional organizations, such as regional fisheries management organizations and fora, to work towards the implementation of, and reporting on, the different ocean-related Sustainable Development Goals and associated targets, the Strategic Plan for Biodiversity 2011- 2020 and its Aichi Biodiversity Targets;

**Noting that** the Parties to this MoU share common objectives and recognize the importance of undertaking concerted and coordinated actions to further the aforementioned goals and objectives and assist their respective Member States in the implementation of the CLME+ SAP;

**Recognizing** that the combined and complementary efforts of the Parties can contribute more effectively to the protection, management, conservation and sustainable use of the shared living marine resources in the CLME+ region as well as to the achievement of related global and regional commitments and goals, than could be achieved by the separate and independent action of each Party; and

**Acknowledging** that the mobilization of a wider-ranging, multi-stakeholder partnership (involving the donor community, private sector and civil society), in line with UN SDG 17.16, will further be required to fully enable the achievement of the long-term vision behind the SAP;

Now therefore, the Parties have agreed upon this MoU as follows:

I. PURPOSE OF THE MEMORANDUM OF UNDERSTANDING

The purpose of this MoU is to formally establish the Interim Coordination Mechanism (hereinafter referred to in short as “the CLME+ SAP ICM” and/or “ICM”) as part of ‘the Parties’ efforts to promote the achievement of the SDGs as well as a healthy marine environment, which provides benefits and livelihoods for the well-being of the people of the CLME+ region.

The MoU further has the purpose of defining the status, objectives and core functions of the ICM.

II. STATUS OF THE ICM

The CLME+ SAP ICM is formally established through this MoU, in alignment with the corresponding call for action under SAP Strategy 3, and in response to Decision 8.a. of the 1<sup>st</sup> Meeting of the CLME+ Project Steering Committee.

The CLME+ SAP ICM is composed of the Parties that have signed this MoU, impersonated by each of their Authorized Representatives.

The ICM will constitute the core of a wide-ranging alliance and partnership for the sustainable management and use of living marine resources in the CLME+ region (hereinafter referred to as respectively the “CLME+ Alliance” and “CLME+ Partnership”).

III. OBJECTIVES OF THE ICM

The ICM objectives are to enhance regional coordination and collaboration, support oversight and integration of actions for sustainable fisheries and the protection and sustainable use of the marine environment.

The ICM will also promote the up-scaling of actions by all sectors of society towards the achievement of the long-term vision of the CLME+ SAP in support of sustainable ocean based economies.

#### IV. CORE FUNCTIONS OF THE ICM

The ICM will coordinate, cooperate and, where feasible and appropriate, take action in order to:

- i. Implement, monitor and evaluate in a cost-effective and synergistic manner the CLME+ SAP, with a focus on effectively addressing the three priority transboundary issues of (a) habitat degradation and community modification; (b) pollution; and (c) unsustainable fisheries, while simultaneously giving due consideration to the potential impacts of climate variability and change;

Such action includes, but is not limited to:

- Contributing to the consolidation of a Regional Institutional Framework for Ocean Governance, by supporting the process for the identification and adoption of a permanent policy coordination mechanism, and a sustainable financing mechanism;
  - Collaborative development of a “State of the Marine Ecosystems and associated Economies” (SOMEE) reporting mechanism, and the active promotion of its institutionalization and use as a means to bridge the science-policy gap;
  - Progressive promotion and expansion of the global CLME+ Alliance and Partnership, centered around the ICM;
  - Promotion of the expansion and replication of actions undertaken by all sectors of society, with the aim of achieving the long-term vision of the CLME+ SAP;
- ii. Contribute in this context to the delivery by the CLME+ region on the aims, objectives and targets of the SDGs, in particular SDG 14, “to conserve and sustainably use the oceans, seas and marine resources”, and other relevant international commitments;
  - iii. Promote coherent communication, data and information sharing, outreach and dissemination of information;
  - iv. Identify other areas of collaboration, including those relating to new and emerging issues relevant to and/or aligned with the Parties’ mandate, and which may not have been explicitly articulated in the CLME+ SAP;
  - v. Develop, review, revise and report back to their constituencies on the implementation of their core functions under this MoU.

#### V. INTELLECTUAL PROPERTY RIGHTS

Intellectual property rights, in particular copyright of material such as information, software and designs made available by any of the Parties to be used to carry out activities under this MoU will remain with the originating Party, unless otherwise regulated in separate written agreements.

Intellectual property rights in materials developed jointly by the Parties will be so vested among them. The Parties may grant licenses to third parties to use, reproduce, publish or re-publish or otherwise disseminate such material for educational and research purposes on a not-for-profit basis.

VI. FUNDING OF COOPERATION/COLLABORATION

Any action of cooperation or collaboration under this MoU shall be subject to the availability of staff and funding to support said action. The Financial arrangements among Parties will be set out in separate written agreement.

VII. CONFIDENTIALITY

The handling of information shall be subject to each Party's corporate confidentiality policies.

None of the Parties or their personnel will communicate or disclose to any other person or entity any confidential information made known to them individually or jointly by any of the other Parties in the course of the implementation of this MoU without the prior written consent of the Party(s) providing the information. However, a Party's disclosure of another Party's confidential information to an entity the disclosing Party controls or with which it is under common control, shall not be considered a disclosure to a third party, and shall not require prior authorization.

For UN Environment, 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.

VIII. COMMUNICATIONS

Any notice or request required to be given or made under this MoU shall have been duly made or given when addressed in writing as follows:

<p><b>For</b> <b><u>The Food and Agriculture Organization of the United Nations</u></b> Viale delle Terme di Caracalla Rome 00153, Italy Attention: <i>(Name, Title)</i> <i>(Department)</i> <i>(Email address)</i> <i>(Telephone number)</i></p>
<p><b>For</b> <b>[Partner]</b> <i>(Address)</i> Attention: <i>(Name, Title)</i> <i>(Department)</i> <i>(Email address)</i> <i>(Telephone number)</i></p>

IX. APPLICABLE LAW

The present MoU will be governed by general principles of international law, to the exclusion of any single national system of law.

#### X. SETTLEMENT OF DISPUTES

Any dispute between any of the Parties, arising out of the interpretation or execution of this MoU will be settled by negotiation between the Parties concerned. Any differences that may not be so settled will be brought to the attention of the Executive Heads of the concerned Parties for final resolution.

#### XI. VISIBILITY AND BRANDING

The Parties agree to explicitly acknowledge the role and contribution(s) of each Party as well as of the UNDP/GEF CLME+ Project and its regional Project Coordination Unit, as applicable, in any coordination and/or collaborative effort, and in any public documentation or product, emanating from this MoU.

In doing so, the Parties agree to adhere to, in the best possible extent, applicable policies and visibility and branding guidelines.

The Parties agree not to use in any press release, memorandum, report, or other published disclosure related to this MoU the name(s) or logo(s) of any of the other Parties without the prior written consent of the concerned Party(-ies).

#### XII. WAIVERS AND DISCLAIMERS

This MoU does not create any financial obligations for any of the Parties.

Nothing in this MoU will be construed as constituting a waiver of the privileges or immunities that may be enjoyed by any of the Parties or its personnel, nor as an extension of any privileges or immunities of either Party to another Party or its personnel.

#### XIII. AMENDMENT

This MoU may be amended by written mutual agreement between all Parties.

#### XIV. ENTRY INTO EFFECT AND DURATION

This MoU will enter into effect and the ICM will thereby become formally established upon the signature of this MoU by a minimum of five (5) of the Parties.

#### XV. TERMINATION

The MoU will remain in effect unless its termination is formally requested in writing by the majority of the Parties, established as half plus one of the signing Parties. In such event, the Parties will jointly agree on measures required for the orderly conclusion of on-going activities.

The rights and obligations set out under Articles V, VII, XI and XII will survive the termination of this MoU.

#### XVI. WITHDRAWAL

Any Party may withdraw from this MoU and the ICM at any time, by giving three-month advance written notice of such withdrawal to the other Parties, which will have to immediately confirm

receipt and the date of receipt. The withdrawal will become effective three months after the last date of receipt of the notice by the last Party. In such event, the Parties will agree on measures required for the orderly conclusion of on-going activities involving the withdrawing Party. After formal withdrawal, the rights and obligations of the withdrawing Party defined under this MoU shall cease to be in effect, with the exception of those defined under Articles V, VII, XI and XII.

XVII. ADDITIONAL PARTIES

Accession to this MoU by any other organisation originally not referred to as Party is subject to:

- a) agreement with Decision N° 8 of the first CLME+ Project Steering Committee Meeting (included for the purpose of reference as **Annex I** to this MoU), or any modification(s) of such procedure(s), as approved by the CLME+ Project Steering Committee;

and

- b) endorsement of such accession by the Parties, following their internal rules and procedures

Subsequent to such agreement, accession will be formalized through the submission by the Prospective Party of a signed version of **Annex II**.

Signed by the following Parties with original copies in English and Spanish, all texts being equally authentic.

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UN Environment

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Date

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The Food and Agriculture Organization of the United Nations

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Date

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Intergovernmental Oceanographic Commission of UNESCO

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Date

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Organisation of Eastern Caribbean States

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Date

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Caribbean Regional Fisheries Mechanism

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Date

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Central America Fisheries and Aquaculture Organisation

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Date

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Central American Commission for Environment and  
Development

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Date

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Caribbean Community (CARICOM) Secretariat

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Date

**ANNEX I:** Decisions of the Project Inception Workshop and First Steering Committee Meeting of the Caribbean and North Brazil Shelf Large Marine Ecosystems Project (the UNDP-GEF “CLME+ Project”), held in Cartagena, Colombia, from 26 till 28 January 2016

**ANNEX II:** MoU Accession Form