

MEMORANDUM OF UNDERSTANDING BETWEEN THE SECRETARIAT OF THE OSPAR CONVENTION AND THE SECRETARIAT OF THE ABIDJAN CONVENTION

The purpose of this Memorandum of Understanding (hereinafter referred to as MOU) is to specify the scope of cooperation between the Secretariat of the Convention for the Protection of the Marine Environment of the North-East Atlantic (OSPAR Convention), signed in Paris on 22 September 1992 and the Secretariat of the Convention for the Cooperation in the Protection, Management and Development of the Marine and Coastal Environment of the Atlantic Coast of the West, Central and Southern Africa Region (Abidjan Convention), signed in Abidjan on 1 October 1981, represented by the United Nations Environment Programme (UNEP), according to Article 16 of the Abidjan Convention.

WHEREAS

The OSPAR Commission in fulfilling its obligations under the OSPAR Convention seeks, where appropriate, to cooperate with competent regional organisations and other competent international organisations and competent bodies;

The Secretariat of the Abidjan Convention in fulfilling its obligations under the Abidjan Convention and its related protocols seeks, where appropriate, to cooperate with competent international, regional and subregional organisations;

The Secretariat of the OSPAR Convention and the Secretariat of the Abidjan Convention both have a strong interest in the protection and conservation of the marine environment, including marine ecosystems and biological diversity;

The UNEP Governing Council has repeatedly stressed the need for the development and strengthening of Regional Seas Programmes in promoting the conservation and sustainable use of the marine and coastal environment, building partnerships and strengthening cooperation between existing Regional Seas Programmes and initiatives within or outside the United Nations system;

The outcome of the Joint Abidjan Convention/IMO/OSPAR Commission Workshop on the protection of the coastal and marine environment in Western, Central and Southern Africa, held from 6-10 June, 2011 in Libreville, Gabon, and the recommendations which were endorsed by OSPAR 2011, include the commitment to continue and strengthen cooperation between the Abidjan Convention and the OSPAR Convention;

Increased cooperation between the Secretariat of the OSPAR Convention and the Secretariat of the Abidjan Convention will contribute to the development of appropriate coordination of measures in order to conciliate the development of human activities with comprehensive protection of the marine environment.

THE SECRETARIAT OF THE ABIDJAN CONVENTION AND THE SECRETARIAT OF THE OSPAR CONVENTION HAVE REACHED THE FOLLOWING UNDERSTANDING:

1. The Secretariat of the OSPAR Convention and the Secretariat of the Abidjan Convention will act in close cooperation on matters of mutual interest with a view to promoting a better understanding and coordination of their respective activities in respect of such matters.
2. Cooperation between the Secretariat of the OSPAR Convention and the Secretariat of the Abidjan Convention will focus on the following areas:

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- a. subject to such arrangements as may be necessary for safeguarding confidential information, the Secretariat of the OSPAR Convention and the Secretariat of the Abidjan Convention will exchange data, information knowledge and experiences in their common fields of responsibility;
 - b. the Secretariat of the OSPAR Convention and the Secretariat of the Abidjan Convention will consult, where appropriate and practical, on matters of mutual interest with a view to harmonizing their efforts as far as possible, taking into account their respective responsibilities;
 - c. the Secretariat of the OSPAR Convention and the Secretariat of the Abidjan Convention will invite each others representatives to attend and participate as observers in their meetings in accordance with their rules of procedure, as appropriate;
 - d. the Secretariat of the OSPAR Convention and the Secretariat of the Abidjan Convention will promote, where relevant and appropriate, the development and implementation of joint regional meetings, workshops and capacity building activities in areas of mutual interests.
3. The above list is not exhaustive and will not be interpreted as excluding or replacing other forms of cooperation between the participants to respond to newly emerging issues in their fields of expertise or on other issues of common interest, as considered appropriate and necessary.
4. Working relations between the Secretariat of the OSPAR Convention and the Secretariat of the Abidjan Convention will be maintained at an appropriate level, complemented by regular dialogue and review meetings between the Executive Secretary of the OSPAR Commission and the Secretary of the Abidjan Convention as may be required, making full use of the annual meetings of both organisations amongst others.
5. Nothing in this MOU gives rise to legal or financial obligations upon either the Secretariat of the OSPAR Convention or the Secretariat of the Abidjan Convention.
6. It is further decided that nothing in this MOU will bind any of the Contracting Parties to the OSPAR Convention jointly or severally. Similarly, this MOU will not bind any of the Contracting Parties to the Abidjan Convention jointly or severally.
7. The Secretariat of the OSPAR Convention and the Secretariat of the Abidjan Convention will support the widest possible dissemination of unclassified information provided or exchanged under this MOU, subject to the need to protect proprietary information further to the participants' confidentiality policies or regulations. The Secretariat of the OSPAR Convention and the Secretariat of the Abidjan Convention will ensure confidentiality of information classified as restricted or confidential.
8. Nothing in this MOU will be construed as granting or implying rights to, or interest in, intellectual property of the Secretariat of the OSPAR Convention or the Secretariat of the Abidjan Convention. In the event that the Secretariat of the OSPAR Convention or the Secretariat of the Abidjan Convention foresees that intellectual property that can be protected will be created in relation to any project, programme, or activity to be carried out under this MOU, the Secretariat of the OSPAR Convention and the Secretariat of the Abidjan Convention will negotiate and decide on terms of its ownership and use.
9. Nothing in or relating to this MOU will be construed as a waiver of the privileges and immunities accorded to the Secretariat of the OSPAR Convention by the OSPAR Contracting Party hosting the headquarters of the OSPAR Commission. Similarly, nothing in or relating to this MOU will be construed as a waiver of the United Nations privileges and immunities, as applicable to UNEP, as Secretariat of the Abidjan Convention.
10. The Secretariat of the OSPAR Convention and the Secretariat of the Abidjan Convention acknowledge and understand that the Secretariat of the OSPAR Convention is an entity separate and distinct from the United Nations, including UNEP. The employees, personnel, representatives, agents, contractors or affiliates of the Secretariat of the OSPAR Convention including the personnel engaged by the Secretariat of the OSPAR Convention for carrying out any of the project activities pursuant to this MOU, will 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 will any employees, personnel,

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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 the Secretariat of the OSPAR Convention.

11. To the extent permitted by the OSPAR Commission's Rules of Procedure and the Abidjan Convention Secretariat's Financial Regulations and policies, the Secretariat of the OSPAR Convention and the Secretariat of the Abidjan Convention may engage in fundraising from the public and private sectors to support the programmes, projects, and activities to be developed or carried out pursuant to this MOU. Neither the Secretariat of the OSPAR Convention nor the Secretariat of the Abidjan Convention will engage in fundraising with third parties in the name of or on behalf of the other, without prior and mutual written approval.

12. Neither the Secretariat of the OSPAR Convention nor the Secretariat of the Abidjan Convention will use the name, emblem or trademarks of the other, its subsidiaries and/or affiliates, or any abbreviation thereof, in connection with its business or otherwise without the prior expressly written approval of the other participant in each case. In no event will authorization of the United Nations or UNEP name or emblem be granted for commercial purposes or for use in any manner that suggests an endorsement by UNEP of OSPAR Commission's products, business practices or services.

13. The Secretariat of the OSPAR Convention acknowledges that it is familiar with the independent, international and impartial status of the United Nations 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 United Nations and UNEP. The Secretariat of the OSPAR Convention and the Secretariat of the Abidjan Convention understand to recognize and acknowledge this partnership, as appropriate. To this end, the Secretariat of the OSPAR Convention and the Secretariat of the Abidjan Convention will consult with each other concerning the manner and form of such recognition and acknowledgement.

14. The Secretariat of the OSPAR Convention and the Secretariat of the Abidjan Convention will use their best efforts to settle amicably any dispute, controversy or claim arising out of this MOU.

15. If any dispute should arise between the Secretariat of the OSPAR Convention and the Secretariat of Abidjan Convention about their mutual cooperation, both sides will endeavour to resolve it by an arrangement reached through consultation. If there is any difficulty in reaching such an arrangement, the Chairman of the OSPAR Commission will nominate one person from the Secretariat of the OSPAR Convention and the Chairman of the Abidjan Convention will nominate another person from the Secretariat of the Abidjan Convention. The two persons so nominated ad honorem will then invite a suitable third person to assist them ad honorem, in considering the matter and making a recommendation for the resolution of the dispute. That third person should not be employed by, or an office holder in, either the Secretariat of the OSPAR Convention or the Secretariat of the Abidjan Convention.

16. The Secretariat of the OSPAR Convention and the Secretariat of the Abidjan Convention may amend this MOU by deciding in writing on the amendments.

17. Either the Secretariat of the OSPAR Convention or the Secretariat of the Abidjan Convention may terminate this MOU by giving six months written notice to the Secretariat of the OSPAR Convention, if proposed by the Secretariat of the Abidjan Convention or to the Secretariat of the Abidjan Convention, if proposed by the Secretariat of the OSPAR Convention. Where notice of termination is given, the Secretariat of the OSPAR Convention and the Secretariat of the Abidjan Convention will take immediate steps to bring all joint activities to a close in a prompt and orderly manner.


18. This MOU will come into effect upon its signature by the Executive Secretary of the OSPAR Commission and the Officer in Charge, UNEP Division of Environmental Policy Implementation, in representation of the Secretariat of the Abidjan Convention, and will have effect until 31 December 2020 unless terminated in accordance with paragraph 17 above.

The foregoing represents the understandings reached by the Secretariat of the OSPAR Convention and the Secretariat of the Abidjan Convention and supersedes all prior MOUs, communications and representations, whether oral or written, concerning the subject matter of this MOU. Failure to request implementation of a provision of this MOU will not constitute a waiver of that or any other provision of this MOU.

Signed in duplicate in the English and French languages at Abidjan and London, each text having equal validity

For the Secretariat of the Abidjan Convention

For the Secretariat of the OSPAR Convention



Name: Ms Elizabeth Mrema
Title: Officer in Charge, UNEP Division of Environmental Policy Implementation

Date 02.10.2013



Name: Dr Darius Campbell
Title: Executive Secretary of the OSPAR Commission

Date 27th September 2013