



SIOFA | APSOI

Southern Indian Ocean Fisheries Agreement  
Accord relatif aux Pêches dans le Sud de l'Océan Indien

MoP-10-22\_Rev1

**10<sup>th</sup> Meeting of the Parties (MoP10)**

*Ravenala Attitude Hotel, BalACLava, Mauritius*

03-07 July 2023

MoP-10-22\_Rev1

## IOTC and SIOFA cooperation

SIOFA Secretariat

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<b>Abstract</b>	
<p>During the MoP09, it was agreed by the Meeting of Parties to seek to conclude a cooperative arrangement with the IOTC. Meeting of the Parties AGREED to work intersessionally with the IOTC on the draft text and tasked the Secretariat to liaise with the IOTC Secretariat to this end. Following intersessional discussions with the IOTC, and exchanges with the CCPs, the Secretariat drew up two proposed instruments to enable the proposed cooperation.</p> <p><u>Rev1 of this document takes into consideration discussions held by the MoP, including the preference to propose the Cooperation Arrangement with the IOTC.</u></p>	

<b>Recommendations</b>
<ul style="list-style-type: none"><li>Note the <u>two proposed changes in the cooperation arrangement instruments</u> to enable cooperation between the IOTC and the SIOFA</li><li><del>Provide relevant guidance on the appropriate instrument to propose to the IOTC</del></li><li>Endorse the <u>proposed Rev1 appropriate instrument</u> and agree for the Secretariat to engage with the IOTC to conclude cooperation between the IOTC and the SIOFA.</li></ul>

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<sup>2</sup> Documents available only to members invited to closed sessions.

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## Cooperation Arrangement

between the

Meeting of the Parties to the Southern Indian Ocean Fisheries Agreement (SIOFA)  
~~Food and Agriculture Organization of the United Nations (FAO)~~

and the

~~Food and Agriculture Organization of the United Nations (FAO)~~ Indian Ocean Tuna Commission (IOTC), represented by the Food and Agriculture Organization (FAO)  
~~Meeting of the Parties to the Southern Indian Ocean Fisheries Agreement (SIOFA)~~

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### on cooperation and coordination of activities

This Cooperation Arrangement ('the Arrangement') establishes a framework for cooperation and coordination between the Meeting of the Parties to the Southern Indian Ocean Fisheries Agreement ('SIOFA') and {the Indian Ocean Tuna Commission ('IOTC'), represented by the United Nations' Food and Agriculture Organization ('FAO')} or [the Food and Agriculture Organization of the United Nations in respect of the work undertaken through the Indian Ocean Tuna Commission as established by Article XIV of the FAO Constitution] and the ~~Meeting of the Parties to the Southern Indian Ocean Fisheries Agreement ('SIOFA')~~ (collectively referred to as 'the Participants' and individually also as a 'Participant'), with no transfer of resources.

#### Point 1 – Scope and areas of cooperation

- 1.1 The Participants mutually decide to cooperate and coordinate the implementation of their respective activities.
- 1.2 The implementation of activities undertaken pursuant to this Arrangement by a Participant, is subject to that Participant's rules, procedures, policies and administrative practice, including any requirements for internal clearances.
- 1.3 The Participants intend to cooperate to establish and maintain consultation, co-operation and collaboration in respect of matters of common interest to both the IOTC and the SIOFA, in particular in the following areas:
  - a. exchange of data and information consistent with their information-sharing policies;
  - b. collaboration on research efforts relating to stocks and species of mutual interest, including stock assessments; and
  - c. conservation and management measures (CMM) for stocks and species of mutual interest.
- 1.4 The objectives of this Arrangement should be achieved through the following activities:
  - a. reciprocal participation as observers in relevant meetings of each organization, including those of their respective subsidiary bodies;

- b. information sharing about stocks and species of mutual interest;
- c. clear definition of the species of interest of each organization for management purposes;
- d. development of processes to promote ~~harmonization and~~ compatibility, while avoiding duplication and conflict, of CMMs where relevant;
- e. cooperation on Monitoring Control and Surveillance (MCS) compliance, in particular on actions against Illegal, Unreported and Unregulated (IUU) fishing; and
- f. exchange of relevant meeting reports, information, technologies, research data and results, project plans, documents, and publications regarding matters of mutual interest.

#### **Point 2 – Coordinating mechanisms**

- 2.1 Modalities for coordination between the Participants will be those described in Point 4.
- 2.2 In addition, the Participants may hold bilateral meetings as needed for the purpose of developing and monitoring collaborative activities under this Arrangement. Such meetings may take place on an ad-hoc basis if required to discuss technical and operational issues related to furthering the objectives of the Arrangement, and jointly review progress of work.

#### **Point 3 – Resources**

- 3.1 The present Arrangement implies no financial or other resource commitment by either Participant. The implementation of activities is subject to the availability of staff and financial resources. Each Participant will be fully and solely responsible for the funding of its activities under this Arrangement, as well as the administration and management of those funds.
- 3.2 Although it is understood that this Arrangement is concluded on the basis that there will be no transfer of funds between the Participants, if in the course of implementation, it is considered that implementation could be enhanced or facilitated by the transfer of funds from one Participant to other for activities under this Arrangement, any transfer of funds for this purpose should be made under an appropriate separate agreement, to be negotiated in good faith between the Participants.

#### **Point 4 – Relationship and responsibility of the Participants**

- 4.1 Nothing in this Arrangement should be construed as creating a partnership, employment or agency relationship between the Participants.
- 4.2 Each Participant will be fully and solely responsible for the manner in which it carries out the implementation activities for which it is responsible. To this end, each Participant should appoint a counterpart from among the staff of their Secretariat to oversee any activities under this Arrangement.

- 4.3 A Participant will not be responsible for any loss, accident, damage or injury suffered or caused by the other Participant, their personnel, contractors, or sub-contractors, in connection with, or as a result of, the collaboration and coordination under this Arrangement.
- 4.4 Each Participant will remain fully and solely liable to any third-party(ies), including any donors, for obligations entered into by that Participant in connection with any implementation activities. It is understood that the obligations accepted by one Participant with respect to any third-party(ies), including its donors, should not extend to the other Participant.

**Point 5 – Confidentiality and use of logo, emblem or name**

- 5.1 Neither Participant nor its personnel should communicate to any other person or entity outside of this Arrangement, any confidential information made known to them by the other Participant pursuant to this Arrangement, nor should it use this information to private or company advantage.
- 5.2 The Participants will not use in any press release, memo, report or other published disclosure related to this Arrangement any of the other Participant’s name, emblem and logo without prior written consent by the Participant concerned.

**Point 6 - Intellectual Property Rights**

- 6.1 Intellectual property rights, in particular copyright, in material such as information, software and designs, made available by a Participant to be used to carry out activities under this Arrangement shall remain with the originating Participant. Use of such material will be subject to the prior written consent of the originating Participant.
- 6.2 Any use of all intellectual Property that may be developed under this Arrangement such as, but not limited to, information, software and designs, will be pursuant to the written consent of both Participants.
- 6.3 Both Participants should be duly acknowledged in any work resulting from the implementation activities under this Arrangement and the wording of such acknowledgement should be mutually decided between the Participants.

**Point 7 – Notices**

- 7.1 All notices regarding, request and reports, or any other communication to the other Participant, required under this Arrangement, should be given in writing to the addresses provided below:

<del>For</del> IOTC:For SIOFA	<del>The Executive Secretary Indian Ocean Tuna Commission’s Secretariat Blend Seychelles Building (2nd floor) Providence PO Box 1011 Victoria Mahé Seychelles The Executive Secretary</del>
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	<u>Southern Indian Ocean Fisheries Agreement</u> <u>13, rue de Marseille</u> <u>97420 Le Port</u> <u>La Réunion</u>
<u>For SIOFA</u> <u>For IOTC:</u>	<del>The Executive Secretary</del> <del>Southern Indian Ocean Fisheries Agreement</del> <del>13, rue de Marseille</del> <del>97420 Le Port</del> <del>La Réunion</del> <u>The Executive Secretary</u> <u>Indian Ocean Tuna Commission's Secretariat</u> <u>Blend Seychelles Building (2nd floor)</u> <u>Providence</u> <u>PO Box 1011</u> <u>Victoria Mahé</u> <u>Seychelles</u>

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- 7.2 Each Participant should promptly notify the other in writing of any anticipated or actual material changes that may affect the implementation of this Arrangement.
- 7.3 Notice will be considered as effected on the date of delivery to the addressee.

#### **Point 8 – Settlement of disputes**

Any dispute between the Participants concerning the interpretation and execution of this Arrangement, or any document or arrangement relating thereto, will be settled by negotiation between the Participants.

#### **Point 9 – Commencement, Termination, Amendment**

- 9.1 This Arrangement comes into effect on the date of its signature by both Participants. If signature occurs on separate dates, it comes into effect on the date of the last signature. The Arrangement will remain in effect for a duration of five (5) years. The duration of the Arrangement may be extended by mutual written consent of the Participants if deemed necessary.
- 9.2 This Arrangement may be terminated by either Participant upon three (3) months<sup>3</sup> written notice given to the other Participant. In that event, the Participants intend to negotiate measures required for the orderly conclusion of any ongoing collaborative activities and the settlement of any outstanding commitments or responsibilities.
- 9.3 This Arrangement may be amended by mutual written agreement of the Participants. Such amendments will come into effect one (1) month following notifications of consent

<sup>3</sup> Proposed notice period to be adapted to the duration of the Agreement.

by both Participants to the requested amendments or on a date otherwise mutually decided in writing for the amendment to come into effect.

9.4 This Arrangement represents the understanding reached between the Participants and does not create any legally binding rights or obligations.

The duly authorized representatives of the Participants affix their signatures below.

<p><u>On behalf of SIOFA:</u></p> <p><u>The Executive Secretary of the Southern Indian Ocean Fisheries Agreement</u> <del>On behalf of IOTC:</del></p> <p><del>The Executive Secretary of the Indian Ocean Tuna Commission</del></p>	<p><u>On behalf of IOTC:</u></p> <p><u>The Executive Secretary of the Indian Ocean Tuna Commission</u> <del>On behalf of SIOFA:</del></p> <p><del>The Executive Secretary of the Southern Indian Ocean Fisheries Agreement</del></p>
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