



CCSBT-CC/2410/12

Consideration of Enhancements to the Existing Transshipment Memorandum/Letter of Understanding with ICCAT and the IOTC

1. Introduction

The Eighteenth meeting of the Compliance Committee (CC18) agreed to a Workplan item for the Secretariat to:

“Examine Transshipment MoUs with ICCAT and IOTC with a view to enhancing them to allow IOTC/ICCAT to share Transshipment Supply Declarations with CCSBT.”

This paper provides relevant discussion items for Members’ consideration along with:

- a draft revised Transshipment MoU between CCSBT and ICCAT to support the sharing of Supply Declarations.
- a draft MOU with FAO which is required to support a more technical and specific Collaboration Agreement (CA) between the IOTC and CCSBT.

2. Background

In 2023, the CCSBT updated its Transshipment Resolution with strengthening text to reflect amendments and recent updates that both the ICCAT and IOTC made to their Transshipment Resolutions. Specifically, the CCSBT added paragraph 25 in relation to supply declarations:

25. CCSBT shall consider the introduction of supply declaration (as described in a) and b) below) at CCSBT 32 in 2025 after taking into account the effectiveness of the supply declaration introduced in ICCAT since 2022¹.

a) Anytime a carrier vessel on the CCSBT Record of Carrier Vessels provides supply services to another vessel at sea that has SBT on board, the master of the Carrier Vessel shall complete a supply declaration in accordance with the format set out in Annex III and send it by electronic means to its flag State and the CCSBT Secretariat 24 hours in advance of the activity.

b) A separate supply declaration is not required when the supply activity is conducted in association with a transshipment that is monitored by a Regional Transshipment Observer.

Supply declarations are already required by ICCAT. For IOTC, the requirement for supply declarations was newly agreed at CoC21 / the IOTC Commission in May 2024, and will come into effect 120 days after the adoption of the recently revised Transshipment Resolution is announced by the Executive Secretary², unless there are objections, then the process will be extended to 180 days.

During CC18, Members also considered but decided not to include a paragraph on ‘Availability of reports’³ (similar to [ICCAT’s paragraph 24](#) and [IOTC’s paragraph 22](#)). The CCSBT-considered amendment would have required that CCSBT make supply declarations available on the private area of its own website to facilitate the implementation of ‘Resolution

¹ See paragraph 23 of Recommendation by ICCAT on Transshipment 21-15

² It was announced in [IOTC Circular 2024-28](#) on 24 May 2024 so will come into effect on 14 September 2024 unless an objection is lodged

³ Which includes the availability of supply declarations

for a *CCSBT Scheme for Minimum Standards for Inspection in Port*. However, Members decided not to add in this paragraph as it would be duplicative of ICCAT's and IOTC's existing requirements. Instead, a more efficient solution for CCSBT would be to propose a mechanism allowing ICCAT/IOTC to share the supply declarations with CCSBT, or potentially allow CCSBT Members to access relevant declarations directly via the ICCAT and IOTC websites. To facilitate either of these processes, details of the sharing arrangement would most likely need to be incorporated into the relevant MoU/LoU.

Memorandums of Understanding (MOUs) with ICCAT and IOTC

The CCSBT currently has transshipment M/LoUs in place with both ICCAT (agreed in 2015) and IOTC (agreed in 2019) with regard to transshipment at sea by large-scale tuna longline fishing vessels. The current versions of these M/LOUs do not allow for Supply Declarations to be shared with the CCSBT.

In order to investigate whether a sharing arrangement could be incorporated into the current MoU and LoU or another mechanism, the Secretariat reached out to both the ICCAT and IOTC Secretariats during 2024.

ICCAT

The CCSBT and ICCAT Secretariats worked together on a draft updated MoU which is provided at **Attachment A** for Members' consideration. The proposed primary amendment is included at paragraphs 7e, 7f and 8f (tracked). The Secretariats also took the opportunity to add paragraph 10 to strengthen collaboration to seek continued efficiencies in the sharing of information under the MOU. There are also some minor editorial updates (all tracked) included as well.

IOTC

The Secretariat initiated discussions with the IOTC on this item. The IOTC Secretariat advised that it had been informed by the FAO that IOTC is no longer able to sign or update collaboration agreements directly, as the IOTC does not have a legal identity independent of the FAO. This impacts existing and new cooperation agreements, such as the CCSBT and IOTC LoU signed in 2019. The advice that the Secretariat has received is that an overarching high-level MoU is required to be in place between CCSBT and FAO, and under this a more technical and specific Collaboration Agreement (CA), close in spirit to the existing LoU, can then be signed. A draft high-level MOU between CCSBT and FAO is attached for Members consideration with some editorial updates (tracked).

Summary

The Secretariat invites Members to consider recommending:

- The draft revised Transshipment MoU provided at Attachment A for adoption by the Extended Commission (EC);
- The CCSBT Executive Secretary to sign and forward the finalised MoU to ICCAT's 2024 annual meetings (in November 2024) for its consideration and potentially countersigning by ICCAT's Executive Secretary;
- The CCSBT Secretariat to continue to engage with IOTC and FAO legal to execute the high-level MOU between CCSBT and FAO that is consistent with the draft attached as **Attachment B**; and
- The CCSBT Secretariat draft an updated CCSBT and IOTC collaboration agreement under this MOU for consideration at CC20.

Prepared by the Secretariat



**Memorandum of Understanding
between the CCSBT¹ and ICCAT² Secretariats
for Transshipment at sea by Large-Scale Fishing Vessels**



Introduction

1. The ICCAT has adopted a Recommendation ~~(12/06³)~~ and implemented a program for transshipment at sea by large-scale pelagic longline fishing vessels (LSTLVs)⁴ within the ICCAT convention area. The CCSBT has adopted a similar Resolution⁵ for tuna longline fishing vessels with freezing capacity that applies globally to all transshipments involving southern bluefin tuna (SBT). Each Secretariat is in charge of administering the program within its jurisdiction.
2. The two Commissions have overlapping jurisdiction in the Atlantic Ocean, where the CCSBT Resolution and ICCAT Recommendation are almost identical and most vessels that are required to comply with the CCSBT Resolution are also required to comply with the ICCAT Recommendation.
3. This Memorandum of Understanding (MOU) has been established to minimise the duplication of work and to minimise the associated costs for those that are required to comply with both the CCSBT Resolution and ICCAT Recommendation.

Scope of this Memorandum of Understanding

4. This MOU applies to transshipments at sea involving southern bluefin tuna (SBT) within the ICCAT convention area, by LSTLVs with freezing capacity that are Members/Contracting Parties (CPCs)⁶ of both CCSBT and ICCAT⁷; and is further restricted to CPCs that are participating in both CCSBT's and ICCAT's regional observer program. ~~At present, this comprises:~~
 - ~~● Japan~~
 - ~~● Korea~~
 - ~~● Fishing Entity of Taiwan⁷ / Chinese Taipei⁸.~~

¹ Commission for the Conservation of Southern Bluefin Tuna

² International Commission for the Conservation of Atlantic Tunas

³ ~~Recommendation 12/06 on establishing a programme for transshipment~~ At the time of the latest update to this MOU, the current ICCAT Recommendation was 21-15 Recommendation by ICCAT on Transshipment.

⁴ ICCAT Recommendation ~~12-06~~21-15 refers to large scale pelagic longline vessels (LSPLVs), while the CCSBT Resolution ~~refers to large scale tuna longline vessels (LSTLVs)~~. This MoU is understood to cover both sets of vessels in their respective contexts.

⁵ Resolution on establishing a program for transshipment by large-scale fishing vessels

⁶ "Members" includes Cooperating Non-Members and "CPCs" includes Cooperating non Contracting Parties. Entities and Fishing Entities.

⁷ ~~For CCSBT~~

⁸ ~~For ICCAT~~

5. CCSBT and ICCAT will notify each other of any changes in their Members/CPCs that may affect the application of this MOU~~is list~~.

The Arrangement between CCSBT and ICCAT

6. All provisions of the ICCAT transshipment Recommendation will continue to apply to transshipments at sea that fall within this arrangement.
7. All provisions of the CCSBT transshipment Resolution will also apply to transshipments at sea that fall within this arrangement, except that:
 - a. To enable a single Transshipment Declaration form to be completed for transshipment by an LSTLV, an ICCAT Transshipment Declaration form may be used instead of the CCSBT Transshipment Declaration form. This only applies while the ICCAT and CCSBT forms remain compatible unless there is agreement to the contrary. Furthermore, transmission of this form by Carrier Vessel masters to the ICCAT Secretariat is deemed to also be a transmission to the CCSBT Secretariat. The ICCAT Secretariat will transmit these documents to the CCSBT Secretariat without delay.
 - b. ICCAT Register Numbers for LSTLVs and Carrier Vessels may be used instead of the CCSBT equivalents. The CCSBT Secretariat will conduct the necessary conversions between ICCAT and CCSBT registration numbers.
 - c. To enable a single set of Transshipment Observers to be used, ICCAT Transshipment Observers will be deemed to be CCSBT Transshipment Observers providing these observers meet the standards established in the CCSBT Transshipment Resolution and providing that the CCSBT Secretariat is informed. In no case will ICCAT Transshipment Observers be required to observe transshipments outside of the ICCAT Convention Area.
 - d. The Consortium that operates the ICCAT program will issue a second report dealing exclusively with transfers that include SBT (i.e. omitting any transfers where no SBT were transhipped) from vessels subject to this MOU. Transmission of such Observer Reports by the Transshipment Observer to the ICCAT Secretariat is deemed to also be a transmission to the CCSBT Secretariat. The ICCAT Secretariat will re-transmit these documents to the CCSBT Secretariat without delay.
 - e. CCSBT is considering⁹ the introduction of a requirement to provide a supply declaration anytime an authorised carrier vessel provides supply services to another vessel at sea that has SBT on board. Supply declarations have been a requirement in ICCAT since 2022 and these are published on the secure part of the ICCAT website.
 - d.f. Should CCSBT introduce a requirement for supply declarations, then an ICCAT Supply Declaration form may be used instead of the CCSBT Supply Declaration form. This only applies while the ICCAT and CCSBT forms remain compatible, unless there is agreement to the contrary.
8. The combined effect of paragraphs 6 and 7 is that the ICCAT Secretariat and Transshipment Observers will continue to follow the requirements of the ICCAT Recommendation with the additions that:

⁹ Currently proposed to be considered at CCSBT 32 in 2025 taking into account the effectiveness of the supply declaration introduced in ICCAT.

- a. The ICCAT and CCSBT Secretariats will advise each other regarding any planned or actual changes to their Recommendations/Resolutions for at sea transshipment including the Transshipment Declaration form.
- b. The ICCAT Secretariat will transmit copies of Observer Deployment requests, Transshipment Declarations and Observer Reports for all transshipments involving SBT to the CCSBT Secretariat without delay.
- c. In addition to the experience and training required by the ICCAT Transshipment at sea Recommendation, ICCAT Transshipment Observers that observe transshipments of SBT will have sufficient experience and knowledge to:
 - identify southern bluefin tuna; and
 - have a satisfactory knowledge of the CCSBT conservation and management measures.
- d. An up-to-date list of ICCAT Transshipment Observers will be maintained and annually provided to the CCSBT Secretariat by the ICCAT Secretariat.
- e. When ICCAT is informed that an observer deployment will involve transshipments of SBT, ICCAT will notify CCSBT prior to dispatching the observer so that the CCSBT Secretariat can check the validity of authorisations of the Fishing Vessels and Carrier Vessels against the published list of CCSBT Authorised Fishing Vessels and CCSBT Authorised Carrier Vessels respectively.
- e-f. To support CCSBT in their consideration, and potential introduction of, Supply Declarations, the ICCAT Secretariat will provide to nominated and authorised staff within the CCSBT Secretariat, access to the supply declaration data held on the secure part of the ICCAT website. The access to, and use of, this data by CCSBT shall be in accordance with the provisions of the Rules and Procedures for the Protection, Access to, and Dissemination of Data Compiled by ICCAT and the Rules and Procedures for the Protection, Access to, and Dissemination of Data Compiled by the CCSBT.
- f.g. _____ In addition to tasks specified in the ICCAT Transshipment Recommendation, Transshipment Observers that observe transshipments of SBT will:
 - Conduct checks on the Fishing Vessel intending to tranship in accordance with section 6a)i) of Annex 2 of the CCSBT Transshipment Resolution.
 - ~~From 1 January 2010, sign~~Certify the transshipment verification section of the CCSBT CDS documentation to indicate that the transshipment details (date, name and registration of carrier vessel) were filled in correctly and that the transshipment of product was observed according to the CCSBT Transshipment Resolution¹⁰.
9. Additional costs imposed on the ICCAT observer program resulting from this MOU will be covered by CCSBT. The costs associated with additional training, additional reports, and insurance required for observers, will be calculated by the Consortium that operates the ICCAT program and transmitted to the CCSBT Secretariat via the ICCAT Secretariat. The CCSBT Secretariat will be responsible for recovering these costs from the CPCs concerned.

¹⁰ A discrepancy between the stated product on the CDS document and the quantities recorded by the observer would be recorded in the observer's report (not the CDS document) and would not prevent the observer from signing the CDS document.

9.10. The ICCAT and CCSBT Secretariats will cooperate to improve the efficiency of the sharing of data that is covered by this MOU, provided that it remains consistent with the provisions of this MOU and each organisations respective procedures and data and confidentiality rules.

~~10.11.~~ This MOU comes into effect for twelve months from the date of entry into force noted below. It will be automatically renewed for another twelve months each year, unless otherwise decided by either the CCSBT or ICCAT Secretariat and informed to the other in writing. Either of the Secretariats may terminate the MOU at any time by written notice to the other Secretariat.

12. This MOU replaces that signed on 1 July 2015 from the date of its entry into force.

~~11.13.~~ Date of entry into force: _____

Signed and duly dated:

Dominic Vallières
Executive Secretary
Commission for the Conservation of
Southern Bluefin Tuna

Camille Jean Pierre Manel
Executive Secretary
International Commission for the
Conservation of Atlantic Tunas

Date: _____

Date: _____

Attachment B

PUBLIC ACADEMIA Template July 2021 Version

PLEASE READ CAREFULLY BEFORE EDITING THE TEMPLATE:

- This template is provided for guidance and provides a general framework for cooperation with governments and government institutions, intergovernmental organizations, public research and academic institutions under bilateral Memoranda of Understanding.
- **PLEASE NOTE:** If the other party is a public institution which, is however, largely funded or governed by private entities, it is considered as a private sector entity for the purposes of the Strategy for Private Sector Engagement (2021-2025), and **you must use the 'PRIVATE SECTOR' MoU template instead.**
- This template will need to be adjusted depending on the purpose of the agreement. It is highly recommended to make as few modifications as possible to facilitate its review and clearance.
- Text in *Times New Roman Italics* font indicates where information should be added by the responsible officer or sets out options from which a selection should be made. When text needs to be added, the use of short, simple and clear sentences is advisable.
- If there are more than two parties to this MoU, please ask LEG for the specific template for multiparty MoU.
- All guidance and footnotes contained herein should be deleted prior to sharing a draft version of the MoU with an external party.

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE FOOD AND AGRICULTURE ORGANIZATION OF THE UNITED NATIONS (FAO)
AND
[Commission for the Conservation of Southern Bluefin Tuna (CCSBT)]

WHEREAS the Food and Agriculture Organization of the United Nations (hereinafter "FAO") is a Specialized Agency of the United Nations system established in 1945 to raise levels of nutrition and standards of living for all people in FAO Member Nations, to secure improvements in the efficiency of production and distribution of food and agricultural products, and to contribute toward expanding world economy and ensuring humanity's freedom from hunger;

WHEREAS FAO's actions are geared towards supporting Members in implementing the 2030 Agenda for Sustainable Development, especially with regards to ending hunger and malnutrition in all its forms;

WHEREAS FAO's Strategic Framework is guided by FAO's vision and the three Global Goals of Members and is firmly anchored in the Sustainable Development Goals (SDGs), and the organising principle of the *four betters - better production, better nutrition, a better environment and a better life, leaving no one behind* demonstrates how FAO intends to support the achievement of the SDGs and reflect the interconnected economic, social and environmental dimensions of agri-food systems while encouraging a strategic and systems-oriented approach;

WHEREAS FAO has the mandate to **[make available technical information, guidelines and standards and provides technical advice and assistance to FAO Members in enhancing fisheries and aquaculture development at the national, regional and global levels; and the Indian Ocean Tuna Commission IOTC (an Article XIV body of the FAO constitution) seeks to promote cooperation with a view to ensuring, through appropriate management, the conservation and optimum utilization of tuna and tuna-like species and to and encourage the sustainable development fisheries based on such stocks];**

WHEREAS **[CCSBT,] [an intergovernmental organization] has [the objective to ensure, through appropriate management, the conservation and optimum utilisation of the global Southern Bluefin Tuna fishery, to ensure the long-term conservation and sustainable use of the fishery resources in the Area through cooperation among the Contracting Parties, and to promote the sustainable development of fisheries in the Area, taking into account the needs of developing States bordering the Area that are Contracting Parties to the Agreement, and in particular the least developed among them and small-island developing States];**

WHEREAS FAO and **[CCSBT]** (collectively referred to as "Parties" and individually "Party") share common objectives with regard to **[the sustainable conservation and optimum utilization of tuna and tuna like species and encouraging sustainable development of fisheries, through appropriate management, in the Indian Ocean];**

WHEREAS the Parties intend to conclude this Memorandum of Understanding ("MoU") with the aim of consolidating, developing and detailing their cooperation and effectiveness to achieve their common objectives in the field of **[enhancing the conservation and sustainable use of species which are within their mutual competence];**

WHEREAS the Parties intend their cooperation to cover a broad range of activities, which may include but not be limited to, capacity building, knowledge exchange, provision of resources and development of financing initiatives for the advancement of their common goals and objectives¹;

FAO AND [Members of Parties (MOP) to CCSBT] HAVE AGREED TO COOPERATE AS FOLLOWS:

¹ LEG instruction: Where appropriate, reference could be added here to the Hand in Hand Initiative.

Article 1: Interpretation and Purpose

1. The purpose of this MoU is to provide a framework for collaboration between the Parties to further their shared goals and objectives with regard to ~~the [to establish and maintain consultation, cooperation and collaboration in respect of matters of common interest to both the IOTC and the MOP to CCSBT]~~, as further elaborated under Article 2 below.

2. Any Annex to this MoU shall be considered an integral part of this MoU. References to this MoU shall be construed as including any Annexes, as varied or amended in accordance with the terms of this MoU.

3. The present MoU implies no financial commitment by either Party except as specified in this MoU. Activities to be implemented under this MoU are subject to the availability of personnel and financial resources. Implementation of any projects and programmes pursuant to this MoU, including those involving the transfer of funds between the Parties, shall require the execution of appropriate separate legal agreements between the Parties in accordance with their respective rules and regulations. The terms of such agreements shall be subject to the provisions of this MoU.

4. Separate legal agreements between the Parties as expressed in Article 1(3) above shall set out detailed and specific technical, financial and other appropriate conditions for collaboration, as well as conditions relating to each Party's role, responsibilities and liability. Such arrangements will be jointly formulated and concluded on a case-by-case basis between the Parties.

Article 2: Areas of Cooperation and activities

1. The Parties have agreed to the following areas of cooperation for this MoU, which are areas of common interest to FAO and ~~[Other Party]~~ the CCSBT]. The Parties consider that progress in these areas could be strengthened through cooperation:

- a. **exchange of data and information consistent with their information-sharing policies; and**
- b. **collaboration on research efforts relating to stocks and species of mutual interest, including stock assessments; and...**
- c. **conservation and management measures for stocks and species of mutual interest**

2. ~~The Parties will develop a work plan collaboration agreement outlining specific activities of collaboration. The work plan collaboration agreement is attached to this MoU as Annex [1] and will constitute an integral part thereof. The work plan collaboration agreement will be jointly reviewed on a regular basis between the Parties. Amendments to the work plan collaboration agreement will be made, upon mutual agreement, through exchange of letters between the Parties.~~

Commented [SEC1]: Suggest we seek to update this to reference the cooperation agreement which does outlines specific collaboration, rather than a defined work plan.

3. The list of activities outlined in this MoU and in the ~~work plan collaboration agreement~~ should not be taken to exclude or replace other forms of cooperation between the Parties, as may be agreed by the Parties pursuant to Article 3 to allow the Parties to respond to newly emerging issues of common interest.

Article 3: Mechanisms for coordination and review

1. ~~The Parties shall hold regular bilateral meetings on matters of common interest, in accordance with an agenda agreed to in advance by the Parties, for the purpose of developing and monitoring collaborative activities, projects and programmes. Such meetings shall take place at least once every [specify the timeframe] months/yearly to:~~

Commented [SEC2]: IOTC Exec Sec is listed as the operational POC so assuming these meetings will be with IOTC, but we may want to confirm.

- a. discuss technical and operational issues related to furthering the objectives of this MoU;

² LEG instruction: This standard text is simply one means of ensuring regular monitoring and implementation of the MoU. The responsibility of determining the specifics of the coordination mechanism rests with the relevant unit leading the development of the MoU.

- b. provide overall strategic guidance for the implementation of this MoU;
- c. monitor the progress in the implementation of the MoU and exchange views on the lessons learned;

~~d. review progress of work undertaken by [CCSBT] pursuant to a separate legal instrument in the areas of cooperation mentioned in Article 2 above.~~

Commented [SEC3]: Suggest we seek to remove this as not really applicable under this MOU.

2. In identifying joint activities, projects and programmes to be executed under this MoU, due regard shall be given to [CCSBT]'s ~~geographic coverage mandate over southern bluefin tuna~~, capacity for implementation and experience in the related field.

3. Within the context defined above, further bilateral meetings at desk-to-desk and at expert level shall be encouraged and set up on an ad hoc basis as deemed necessary by the ~~relevant FAO divisions IOTC?~~ and [CCSBT] for the implementation of joint activities, projects and programmes in specific areas, countries and regions.

4. The objectives of this MoU could also be achieved through the following activities.

- a. **reciprocal participation as observers in relevant meetings of each organization, the IOTC and the MOP to CCSBT, including those of relevant subsidiary bodies;**
- b. **information sharing about stocks, and species of mutual interest and fisheries and related activity related to these stocks;**
- c. **clear definition of the species of interest of each organization for management purposes (e.g., pelagic sharks);**
- d. **development of processes to promote harmonization and compatibility of conservation and management measures where relevant; and**
- e. **exchange of relevant meeting reports, information, technologies, research data and results, project plans, documents, and publications regarding matters of mutual interest.**

[5. To implement activities, projects and programmes in the agreed areas, the Parties shall execute separate legal instruments appropriate for the implementation of each initiative in accordance with Article 1(3) above.

Article 4: Status of the Parties and their Personnel

1. The Parties acknowledge and agree that [CCSBT] is an entity separate and distinct from FAO. The employees, personnel, representatives, agents, contractors or affiliates of [CCSBT], including the personnel engaged by [CCSBT] to carry out any of the activities, projects or programmes conducted pursuant to this MoU, shall not be considered in any respect or for any purposes whatsoever as being employees, personnel, representatives, agents, contractors or affiliates of FAO, nor shall any employees, personnel, representatives, agents, contractors or affiliates of FAO be considered, in any respect or for any purposes whatsoever, as being employees, personnel, representatives, agents, contractors or affiliates of [CCSBT].

2. The Parties shall undertake the activities under this MoU in accordance with the rules and regulations to which they are subject. Where compliance with rules may lead to a difficulty in performing under the MoU, or adhering to its provisions, the Party concerned undertakes to draw this to the attention of the other Party with a view to resolving the matter appropriately and amicably.

3. Neither Party shall be entitled to act or make legally binding declarations on behalf of the other Party. Nothing in this MoU shall be deemed to constitute a joint venture, agency, interest grouping or any other kind of formal grouping or entity between the Parties.

Article 5: Acknowledgment and publicity

1. ~~[Other Party]~~ [CCSBT] may refer to its collaboration with FAO in its internal documents and will seek and receive FAO's written clearance in advance of any other documents, in particular, materials intended to be made public relating to the collaboration with FAO.

2. At or near a time to be mutually agreed upon by the Parties, [~~Other Party~~CCSBT] and FAO may each issue a press release and make public statements regarding their collaboration, the content of which will be subject to the written agreement of the other Party, which will not unreasonably be withheld or delayed. Neither Party will issue any press release or promotional material, hold any press conference or make any public announcement concerning this MoU and/or the relationship of the Parties hereunder, without obtaining the approval of the other Party.
3. In all cases of acknowledgment and publicity on the collaboration under this MoU, the Parties will use neutral language that accurately reflects the actual contribution of each Party.
4. This MoU or information about this MoU may be published on FAO's website after it has entered into force consistent with its policies of transparency, as updated from time to time. [~~Other Party~~CCSBT] may also publish the MoU or information on its website after it has entered into force.

Article 6: Use of Name and Logo

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

Article 7: Confidentiality

1. It is acknowledged that each Party may possess confidential information, which is proprietary to it or to third parties collaborating with it. Any information provided by one Party (as the "Disclosing Party") to the other Party (as the "Receiving Party") in the context of this MoU shall be treated by the Receiving Party as confidential.
2. The Receiving Party shall take all reasonable measures to keep information pursuant to paragraph 1 above confidential and shall only use the information for the purpose for which it was provided. The Receiving Party shall ensure that any persons having access to the said information shall be made aware of and be bound by the obligations of the Receiving Party hereunder.
3. Notwithstanding the foregoing, there shall be no obligation of confidentiality or restriction on use where (i) the information is publicly available, or becomes publicly available otherwise than by action of the Receiving Party; or (ii) the information was already known to the Receiving Party (as evidenced by its written records) prior to its receipt; or (iii) the information was received from a third party not in breach of an obligation of confidentiality owed to the Disclosing Party; or (iv) the Disclosing Party has given its written consent to disclosure to the Receiving Party.

Article 8: Intellectual Property Rights

1. Intellectual property rights, in particular copyright, in material such as information, software and designs, made available by [CCSBT] 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 Article 1(3) above.

2. **Option 1:** Intellectual Property Rights in materials developed under this MoU, such as information, software and designs, shall be vested in FAO. The [CCSBT] will enjoy a royalty-free, non-exclusive and non-transferable license to use, publish, translate and distribute, privately or publicly, any item or part thereof for non-commercial purposes, provided that FAO is acknowledged as the source and copyright owner.

Option 2: Intellectual Property Rights in materials developed under this MoU and appropriate authorizations for use of such materials by either of the Parties will be addressed in the agreements concluded in accordance with Article 1(3) above.

Option 3: Intellectual Property Rights in materials developed under this MoU, such as information, software and designs, shall be jointly owned by FAO and [CCSBT], including, without any limitations, the right to use, publish, translate, sell or distribute, privately or publicly, any item or part thereof for non-commercial purposes.

Commented [SEC4]: Suggest this is the best option for IP

Article 9: Responsibility

Each Party will be responsible for dealing with any claims or demands arising out of its actions or omissions, and those of its personnel, in relation to this MoU.

Article 10: Commitment to respect FAO's principles and values

1. [CCSBT] agrees to respect FAO's constitutional principles and values, and warrants that nothing in its governance or operational activities, or those of its affiliates, is incompatible with FAO's constitutional mandate, principles and policies, or with internationally recognized principles concerning human rights, the environment and anti-corruption as reflected in the United Nations Global Compact Principles³.

2. [CCSBT] warrants that it has zero tolerance for all forms of sexual ~~wrong-doing~~wrongdoing, and acknowledges that sexual exploitation and abuse and sexual harassment violate human rights and are incompatible with the core values of the United Nations System. [CCSBT] confirms that it has in place appropriate and effective mechanisms to prevent and address conduct incompatible with those core values. It undertakes to promptly inform FAO of allegations against its employees and any other persons involved in the implementation of activities in relation to this MoU and which have been found to be credible under [CCSBT]'s mechanisms.

~~3. [CCSBT] supports the internationally recognized principles endorsed by the Committee on World Food Security (CFS), such as the Voluntary Guidelines to Support the Progressive Realization of the Right to Adequate Food in the Context of National Food Security, the Voluntary Guidelines on the Responsible Governance of Tenure of Land, Fisheries and Forests in the Context of National Food Security (VGGT), the Principles for Responsible Investment in Agriculture and Food Systems, and the Voluntary Guidelines on Food Systems and Nutrition, while recognising the voluntary nature of these principles.~~

Commented [Sec5]: Suggest this can be removed. Would be more appropriate for individual Members to support these rather than the CCSBT on their behalf.

Article 11: Privileges and Immunities and Applicable Law

1. Nothing in or relating to this MoU or in any document or arrangement relating thereto shall be construed i) as a waiver, express or implied, of any of the privileges and immunities of FAO, nor as extending any privileges or immunities of FAO to the other Party, or to its personnel, ii) as the acceptance by FAO of the applicability of the laws of any country to FAO, or iii) as the acceptance by FAO of the jurisdiction of the courts of any country.

2. The present MoU 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. Such general principles of law shall include UNIDROIT General Principles of International Commercial Contracts 2016.

Article 12: Settlement of disputes

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.

³ <https://www.unglobalcompact.org/what-is-gc/mission/principles>.

Article 13: Contacts for correspondence⁴

All correspondence regarding the implementation of this MoU, including notifications made pursuant to this MoU, shall be addressed to:

For FAO:	Executive Secretary, Indian Ocean Tuna Commission Abis Centre, Providence, Seychelles (iotc-secretariat@fao.org)
For [Other Party CCSBT]	Executive Secretary, Commission for the Conservation of Southern Bluefin Tuna 81A Denison Street Deakin, ACT Australia (sec@ccsbt.org)

Article 14: Notification and Amendments

1. Each Party shall promptly notify the other in writing of any anticipated or actual material changes that shall affect the execution of this MoU.
2. This MoU may be amended by mutual consent in writing at any time at the request of either Party. Such amendments shall enter into force one (1) month following notifications of consent by both Parties to the requested amendments or on a date otherwise agreed in writing for the amendment to enter into force. If the written mutual consent occurs on two different dates, amendments will take effect on the date of the second notification. Each Party shall give sympathetic consideration to any amendment proposed by the other.

Article 15: Entry Into Force, Duration and Termination

1. This MoU shall be signed by the duly authorized representatives of the Parties and shall enter into force upon the date of last signature. It shall remain in force for a period of five (5) years, unless terminated in accordance with the terms of this Article.
2. Subject to satisfactory past implementation, this MoU may be renewed for similar periods thereafter by written agreement between the Parties through Exchange of Letters.
3. This MoU may be terminated by either Party upon the provision of three (3) months' written notice to the other Party.
4. Upon termination of this MoU, the rights and obligations of the Parties defined under any other legal instrument executed pursuant to this MoU shall cease to be effective.
5. Notwithstanding the foregoing, any termination of this MoU shall be without prejudice to (i) the orderly completion of any ongoing collaborative activity and (ii) any other rights and obligations of the Parties accrued prior to the date of termination under this MoU or any legal instrument executed pursuant to this MoU.

Commented [SEC6]: Given this is higher level, suggest we seek a longer term for this agreement with the CA reviewed and updated every five years.

⁴ LEG instruction: In line with the Personal Data Protection Principles (AC2021/01), instead of naming a particular individual, LEG recommends limiting the focal contact point details to the identification of a functional title and generic official email address e.g. Legal Counsel, LEG-Director@fao.org. This avoids issues pertaining to who has authority to sign extensions, give notice of amendments etc., which may arise in the future where a named individual has subsequently changed roles or left the Organization.

6. The provisions of Articles 7, 8, 11 and 12⁵ shall survive the expiry or termination of this MoU.

~~[To be used for multi-language MoUs:~~

~~Option 1 - if an official language is being used:~~ [This MoU is done in the English and **[French]** languages, both texts being equally authentic].

~~Option 2 - if a non-official language is being used:~~ [This MoU is done in the English and ~~[other language]~~ languages. In case of discrepancy, the English version shall prevail]⁶.

IN WITNESS WHEREOF, the duly authorized representatives of the Parties affix their signatures below.

[To be used for signature of the MoU:

Option 1 – if the Parties decide to sign the MoU electronically: [The Parties agree that electronic signature of this MoU using the Adobe-Acrobat tool shall be treated as valid and legally binding. This MoU shall be treated as an original for all purposes.]

Option 2 – if the Parties decide to conclude the MoU through an exchange of emails attaching the scanned versions of the MoU signed in hard copy: [The Parties agree that this MoU will be concluded electronically via email exchange of scanned signed copies and that the signed copies exchanged in this manner shall be treated as originals.]

For FAO

For ~~[Other Party]~~ **CCSBT**

.....

.....

[Insert name]

[Insert name]

[Insert title]

[Insert title]

Date:.....

Date:

⁵ LEG instruction: These Articles should refer to: Confidentiality, Intellectual Property Rights, Privileges and Immunities and Applicable Law and Dispute Settlement.

⁶ LEG instruction: LEG notes that non-official languages in MoUs should be used in exceptional circumstances, e.g. where requested and the MoU is to be signed by a Head of State or other very high-level government official, as i) it is not standard FAO practice to sign agreements in non-official languages; ii) FAO does not have the capacity to verify the authenticity of texts.