Commission for the Conservation of
Southern Bluefin Tuna

みなみまぐろ保存委員会

CCSBT–CC/2610/13

Secretariat Update on the Enhancements to the Existing Transhipment Letter of Understanding with the IOTC
IOTC との既存の転載に関する了解覚書の強化に関する事務局からのアップデート

1. Introduction
序論

The Eighteenth meeting of the Compliance Committee (CC18) agreed to a Workplan item for the Secretariat to:
第 18 回遵守委員会会合（CC18）は、その作業計画事項として事務局が以下を行うことに合意した。

"Examine Transhipment MoUs with ICCAT and IOTC with a view to enhancing them to allow IOTC/ICCAT to share Transhipment Supply Declarations with CCSBT."
「IOTC／ICCAT の転載補給申告書を CCSBT と共有できるように ICCAT 及び IOTC との転載 MoU を強化する観点から、これらを精査する。」

The Secretariat has been working with IOTC and FAO to update the existing transhipment letter of understanding with the IOTC since this time. This paper provides a further update on the work to develop an agreement with FAO to continue the formal collaboration and information sharing with IOTC.
上記以降、事務局は IOTC との既存の転載了解覚書をアップデートするべく IOTC 及び FAO と連携してきたところである。本文書では、IOTC との公式の協力及び情報共有を継続するための FAO との協定を策定するための作業に関する最新情報を提示する。

2. Background
背景

In 2023, the CCSBT updated its Transhipment Resolution with text to reflect amendments and updates that both the ICCAT and IOTC made to their Transhipment Resolutions. Specifically, paragraph 25 was added that stated that CCSBT would consider the introduction of supply declaration at the Thirty-Second Annual Meeting of the Commission and Extended Commission (CCSBT 32)[1], after taking into account the effectiveness of the supply declaration that were introduced in ICCAT in 2022[2].
2023 年において、CCSBT は、ICCAT 及び IOTC の両機関の転載決議に対する改正及びアップデートの内容を反映するべく、CCSBT 転載決議の文言を改正した。特に、CCSBT 決議に追加されたパラグラフ 25 では、2022 年以降に ICCAT において導入さ

[1] The reference to the Thirty-Second Annual Meeting of the Commission and Extended Commission (CCSBT32) was amended to CCSBT35 due to the delays in developing an MOU with FAO to enable access to IOTC supply declaration data. IOTC の補給申告書データにアクセスできるようにするための FAO との MOU 締結の遅れから、第 32 回 CCSBT 年次会合（CCSBT 32）及び拡大委員会との参照部分は CCSBT 35 に修正された。
[2] See paragraph 25 of Recommendation by ICCAT on Amending Recommendation 21-15 on Transhipment

れている補給申告書の有効性を考慮した上で、2025 年の CCSBT 32 会合において補給申告書の導入を検討することとしている。

CCSBT Members decided not to add a paragraph on 'Availability of reports'[3] (similar to ICCAT's paragraph 27) to the CCSBT Transhipment resolution as it would be duplicative of ICCAT's and IOTC's existing requirements. Instead, it was decided that a more efficient solution for CCSBT would be to explore 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 this, the Secretariat commenced engagement with both IOTC and ICCAT to update the relevant MoU/LoU.
CCSBT メンバーは、ICCAT 及び IOTC の既存の要件と重複することから、CCSBT 転載決議に「報告書の利用可能性」に関するパラグラフ（ICCAT 勧告パラグラフ 27 に類似した規定）は追加しないことを決定した。その代わりに、CCSBT にとってより効率的な対応策として、ICCAT／IOTC が CCSBT に転載申告書を共有できるようにするか、又は CCSBT メンバーが ICCAT 及び IOTC ウェブサイトの関連申告書に直接アクセスできるようにする可能性を検討することが決定された。これを促進するため、事務局は、IOTC 及び ICCAT の両機関と関連する MoU／LoU をアップデートするための作業を開始した。

The updated MOU with ICCAT was executed in early February 2025, following the endorsement of the updated MOU at ICCAT's annual meetings in late 2024.
The CCSBT Secretariat have been able to view ICCAT supply declarations since the MOU was executed and reported on this to CC20.
ICCAT との改訂 MOU は、2024 年末の ICCAT 年次会合における改訂 MOU の承認を経て、2025 年 2 月初旬に発効した。CCSBT 事務局は、当該 MOU の発効以降、ICCAT の補給申告書を閲覧できるようになっており、このことは CC 20 に報告した。

IOTC also agreed to introduce requirements for the provision of supply declarations by carrier vessels into their transhipment conservation and management measure (CMM) in May 2024 and these requirements came into effect in September 2024.
また IOTC は、2024 年 5 月に同委員会の転載保存管理措置（CMM）に運搬船による補給申告書の提出に関する要件を導入することに合意し、これらの要件は 2024 年 9 月に発効した。

The Secretariat advised the Nineteenth Meeting of the Compliance Committee (CC 19) that the IOTC was no longer able to sign or update collaboration agreements directly, as the IOTC does not have a legal identity independent of the FAO. A draft FAO MOU was provided for consideration by CC 19, and CCSBT 31 endorsed the CCSBT Secretariat's continued engagement with IOTC and FAO to execute the high-level MOU between CCSBT and FAO.
事務局は、第 19 回遵守委員会会合に対し、IOTC は FAO から独立した法的地位を有していないため、IOTC が協力協定を直接署名又は改訂することができなくなったことを報告した。CC 19 による検討に向けてFAOとのMOU案を提示し、CCSBT 31 は CCSBT と FAO との間のハイレベル MOU を発効させるべく事務局が IOTC 及び FAO と引き続き連携していくことを承認した。

The Secretariat provided an update to CC 20 on the work to progress the MOU with FAO. This included the addition to the MoU of a workplan which outlined the broad collaboration areas between IOTC and CCSBT. The draft workplan and MoU were endorsed in May 2025

[3] Which includes the availability of supply declarations 補給申告書の利用可能性に関する規定を含むパラグラフ。

by the Twenty Ninth Session of the Indian Ocean Commission[4] and were presented to the Twentieth Meeting of the Compliance Committee (CC 20) in October 2025. CC 20 noted the Secretariat's reported progress on the MOU development and included in the CC workplan for 2026 an item for the Secretariat to finalise the LOA with FAO and progress a collaboration agreement with IOTC.
事務局は、CC 20 に対して FAO との MOU を進捗させるための作業に関するアップデートを提示した。これには、IOTC と CCSBT との広範な協力分野を総括した作業計画を MoU に追加することが含まれていたところである。作業計画案及び MoU は 2025 年 5 月の第 20 回インド洋まぐろ類委員会年次会合によって承認され、2025 年 10 月の第 20 回遵守委員会会合（CC 20）に対して提示された。CC 20 は、MoU の策定状況に関する事務局からの報告に留意し、2026 年の CC 作業計画に、FAO との LOA の最終化及び IOTC との協力協定の進捗に関する行動事項を含めた。

3. Progress on the MOU with FAO Since CC20
CC 20 以降の FAO との MOU に関する進捗状況

Following the CCSBT annual meetings in 2025, the CCSBT and IOTC Secretariats continued to work together to finalise the draft MoU with FAO. The Secretariat was provided with further feedback from FAO on 11 November 2025. This indicated that FAO were looking to use the workplan and the MoU as the instrument for cooperation without needing to pursue a further Cooperation Agreement. The CCSBT Secretariat completed a further review of the draft workplan, based on the new proposed approach and the comments received from the FAO. The CCSBT Secretariat's response was sent to IOTC on 24 November 2025, who confirmed that both documents had been sent to FAO for final processing on 25 November 2025.
2025 年の CCSBT 会合の閉会後、CCSBT 及び IOTC の事務局は、FAO との MOU を最終化するべく引き続き連携してきたところである。事務局は、2025 年 11 月 11 日に FAO からのさらなるフィードバックを受けた。これにより、FAO は追加的な協力協定を締結を締結することなく、作業計画及び MoU を協力のための文書として活用することを目指すことが示唆された。CCSBT 事務局は、新たに提案されたアプローチ及び FAO から受領したコメントを踏まえて作業計画案のさらなるレビューを行った。CCSBT からの回答は 2025 年 11 月 24 日に IOTC に送付され、IOTC は FAO による最終的なプロセスに向けて両方の文書が 2025 年 11 月 25 日に送付されたことを確認した。

The CCSBT Secretariat continued to engage with the IOTC Secretariat on the progress of the MOU and workplan. On 5 August 2026, the CCSBT Secretariat was notified by IOTC that FAO were now proposing further development and revision of the workplan before it would be put forward for final endorsement. These changes included prescribing additional quantitative performance indicators and reporting requirements that would reduce flexibility and significantly increase the workload on the two Secretariats to deliver on the workplan. Subsequent to receiving this information, both the IOTC and CCSBT Secretariats have again requested that FAO endorse the MOU and workplan in its current form.
CCSBT 事務局は、MOU 及び作業計画の進捗に関する IOTC 事務局との協議を継続した。2026 年 8 月 5 日において、IOTC から CCSBT 事務局に対し、FAO は最終承認プロセスに進む前に作業計画のさらなる策定及び修正を提案していることが通知された。これらの修正には追加的な定量的パフォーマンス指標及び報告要件の明記が含まれており、柔軟性が低減されるだけでなく、作業計画の実施にあたって両事務局の業務量を大幅に増加させる内容であった。この情報の受領後、IOTC 及び

[4] See Paragraphs 155 and 156 of the meeting report.　会合報告書パラグラフ 155 及び 156 を参照

CCSBT の両事務局は、再度、FAO に対し、MOU 及び作業計画を現行案のまま承認するよう要請した。

The CCSBT Secretariat believes it is important to ensure that the two organisations have an instrument that supports the existing collaboration, allows for the development of new areas of cooperation (as directed by the respective Commissions) and that does not impose further unnecessary reporting or administrative burdens. The Secretariat continues to advocate for the finalisation and execution of the MOU as soon as possible and will provide an update to CC 21, if this is available.
CCSBT 事務局は、既存の協力関係をサポートし、（各委員会からの指示に基づく）新たな協力分野の発展を可能とし、かつ不必要な報告や事務負担が課されない文書を両機関が共有するよう確保することが重要と考えているところである。事務局は、可能な限り速やかな MOU の最終化及び運用開始に向けて引き続き働きかけを行っており、利用可能になった場合には CC 21 に対してアップデートを提示する予定である。

Summary
まとめ
The Secretariat invites Members to:
事務局は、メンバーに対して以下を招請する。

- Note the current proposed FAO MOU and workplan included as **Attachment A**;
  現在提案されている FAO との MOU 及び作業計画案（**別紙 A** のとおり）に留意すること。
- Note that the collaboration with IOTC continues, despite the continued delays in progressing the MoU with FAO.
  FAO との MOU の進展は依然として遅れているものの、IOTC との協力関係は継続していること。

Prepared by the Secretariat
事務局作成文書

Food and Agriculture Organization of the United Nations

Indian Ocean Tuna Commission
Commission des Thons de l'Ocean Indien
iotc ctoi

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE FOOD AND AGRICULTURE ORGANIZATION OF THE UNITED NATIONS (FAO)

Acting on behalf of the Indian Ocean Tuna Commission (IOTC)

AND

COMMISSION FOR THE CONSERVATION OF SOUTHERN BLUEFIN TUNA (CCSBT)

The Food and Agriculture Organization of the United Nations (hereinafter "FAO"), acting on behalf of the Indian Ocean Tuna Commission (IOTC) (hereinafter the "IOTC"), and the Commission for the Conservation of Southern Bluefin Tuna (hereinafter "CCSBT"), hereinafter referred to collectively as the "Parties" and individually as "Party".

WHEREAS the Food and Agriculture Organization of the United Nations (hereinafter "FAO"), acting on behalf of the Indian Ocean Tuna Commission (hereinafter the "IOTC"), 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 towards 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 regard to ending hunger and malnutrition in all its forms;

WHEREAS FAO's Strategic Framework 2022-31 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 agrifood systems while encouraging a strategic and systems-oriented approach;

WHEREAS IOTC is an Article XIV body of the FAO Constitution, established following the decision of FAO Conference at its Twenty-seventh Session in 1993, which promotes cooperation with a view to ensuring, through appropriate management, the conservation and optimum utilization of tuna and tuna-like species and to encourage the sustainable development fisheries based on such stocks.

WHEREAS in carrying out its mandate, IOTC cooperates, under the framework of FAO, with other organizations and bodies;

WHEREAS by agreement during the 29th Session of the IOTC, the IOTC welcomed the ongoing discussions between the secretariats of IOTC and the CCSBT and requested the IOTC to establish effective cooperation between the two institutions, and to seek practical means to further enhance its cooperation, and to report on these efforts at the 30th Session of the IOTC;

WHEREAS CCSBT is an intergovernmental organization with the objective to ensure, through appropriate management, the conservation and optimum utilisation of the global southern bluefin tuna fishery resource;

WHEREAS IOTC and CCSBT 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 objectives;

FAO AND CCSBT HAVE AGREED TO COOPERATE AS FOLLOWS:

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 consultation, co-operation and collaboration on matters of common interest to both the IOTC and the 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 the CCSBT. The Parties consider that progress in these areas could be strengthened through cooperation:

   a. exchange of data and information about stocks, species, and fisheries of mutual interest and activities related to those stocks, consistent with their information-sharing policies; and

   b. collaboration on research and compliance 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 workplan outlining specific activities of collaboration. The workplan is attached to this MoU as Annex I and will constitute an integral part thereof. The workplan will be jointly reviewed on a regular basis between the Parties. Amendments to the work plan will be made, upon mutual agreement, through an Exchange of Letters between the Parties.

3. The list of activities outlined in this MoU and in the workplan 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 yearly to:

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

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2. In identifying joint activities, projects and programmes to be executed under this MoU, due regard shall be given to CCSBT's competence 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 IOTC and CCSBT for the implementation of joint activities, projects and programmes in specific areas, countries and regions.

4. The objectives of this MoU shall also be achieved through the activities detailed in Annex I to this MoU.

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. CCSBT may refer to its collaboration with FAO in its internal documents (including documents prepared in support of meetings of the CCSBT Commission and subsidiary bodies) 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, 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 on transparency, as amended or updated from time to time. CCSBT may also publish the MoU or information about this MoU on its website after it has entered into force.

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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, including personal data, 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 and shall only be used by the Receiving Party for the purpose for which it was provided.

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. Intellectual Property Rights in materials developed under this MoU, such as information, software and designs, 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.

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 Principles.

2. CCSBT warrants that it has zero tolerance for all forms of sexual 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.

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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.

Article 13: Contacts for correspondence

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

For FAO:	The Executive Secretary, the Indian Ocean Tuna Commission Food and Agriculture Organization of the United Nations Abis Centre, Providence PO BOX 1011 - Victoria, Mahe, Seychelles Tel: +248 422 54 94 www.iotc.org (IOTC-Secretariat@fao.org)
For CCSBT	The Executive Secretary, Commission for the Conservation of Southern Bluefin Tuna Unit 2, 32 Thesiger Court 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.

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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 an 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 agreement executed pursuant to this MoU.

6. The provisions of Articles 7, 8, 11 and 12 shall survive the expiry or termination of this MoU.

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 the Food and Agriculture Organization of the United Nations, acting on behalf of the Indian Ocean Tuna Commission (IOTC)	**For the Commission for the Conservation of Southern Bluefin Tuna (CCSBT)**
……..	……..
Paul de Bruyn	Dominic Vallieres
Executive Secretary	Executive Secretary
Date:……..	Date: ……..

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Annex I. – Workplan

On the basis of the Memorandum of Understanding (MoU) between CCSBT and FAO acting on behalf of IOTC and in view of the need to ensure that collaboration through partnerships are based on areas of mutual interest benefiting and synergizing FAO/IOTC's work, as outlined in the legal agreement signed, the areas of collaborative activities indicated in this Workplan have been jointly identified for the implementation period established.

Overarching responsibilities
FOR FAO: Executive Secretary, Indian Ocean Tuna Commission FOR CCSBT: Executive Secretary, Commission for the Conservation of Southern Bluefin Tuna

Objective: Foster reciprocal collaboration to promote sustainable and effective fisheries management through the exchange of data and information, joint research efforts, and the development of conservation and management measures for stocks, species, and fisheries of mutual interest	**Contribution to Sustainable Development Goals (Targets):** SDG14 Live below Water – conserve and sustainably use the oceans, seas, and marine resources for sustainable development.
Impact Indicator(s) and target at the end of the period. Degree of enhanced cooperation and effectiveness between IOTC and CCSBT in the sustainable conservation and management of tuna and tuna-like species, as measured by the successful implementation of joint data exchange, collaborative activities, capacity building, and adoption of harmonized conservation measures.	**Contribution to FAO's Strategic Framework** Better Production: BP2 Blue Transformation – more efficient, inclusive, resilient, and sustainable blue food systems promoted through improved policies and programmes for integrated science-based management, technological innovation, and private-sector engagement. **Contribution to** CCSBT**'s Strategic Plan** Operation/Administration of the Commission and Secretariat: the Commission should operate effectively and efficiently, to responsibly manage fishing for SBT. This includes strategies for effective and efficient operation of the Commission, its subsidiary bodies and Secretariat, including harmonisation with other Regional Fisheries Management Organisations.

Area of cooperation 1: Exchange of data and information about stocks, species, and fisheries of mutual interest and activities related to those stocks

Activities

- Exchange of data on stocks, species and fisheries of mutual interests.
- Exchange of relevant information and documents such as meeting reports, technologies, research data and results, and publications etc. regarding matters of mutual interest.

Time frame	Throughout the MoU implementation period	**Geographic Scope**	IOTC and CCSBT's Member Nations of the Indian Ocean and adjacent seas

Performance Indicator **# of joint data-sharing initiatives completed between IOTC and CCSBT.** **Percentage of relevant stock, species and fisheries data sets exchanged between IOTC and CCSBT.**	**Mean(s) of verification** Data-sharing agreements or protocols. Secretariat(s) mutually reporting on data exchanged

FAO Contact Executive Secretary, IOTC	**CCSBT Contact** Executive Secretary, CCSBT

Area of cooperation 2: Collaboration on research and compliance efforts relating to stocks and species of mutual interest, including stock assessments

Activities

- Conduct joint research on stocks and species of mutual interest, including stock assessments.
- Exchange of relevant research and compliance data and results (consistent with information-sharing policies) regarding matters of mutual interest.
- Facilitation of reciprocal participation as observers in relevant meetings of the Parties, including those of relevant subsidiary bodies.

Time frame	Throughout the MoU implementation period	**Geographic Scope**	IOTC and CCSBT's Member Nations of the Indian Ocean and adjacent seas

Performance Indicator **# of joint research activities developed and implemented between IOTC and CCSBT.** **# of collaborative activities developed and conducted between IOTC and CCSBT that support improved compliance with relevant conservation and management measures.**	**Mean(s) of verification** Joint research outcomes & Session observer lists Secretariat reporting on collaborative work completed.

FAO Contact Executive Secretary, IOTC	**CCSBT Contact** Executive Secretary, CCSBT

Area of cooperation 3: Conservation and management measures for stocks and species of mutual interest

Activities

- Jointly develop processes to promote harmonization and compatibility of conservation and management measures where relevant.

Time frame	Throughout the MoU implementation period	**Geographic Scope**	IOTC and CCSBT's Member Nations of the Indian Ocean and adjacent seas

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Performance Indicator **Processes developed and documented that promote harmonization and compatibility of conservation and management measures (where relevant).** **Conservation and management measure provisions that are harmonized.**	**Mean(s) of verification** Process documents developed (if applicable) Secretariat reporting on work to harmonize CMMs.

FAO Contact Executive Secretary, IOTC	**CCSBT Contact** Executive Secretary, CCSBT

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