

**IWC68**

**Finance and Administration Committee**

**Paper submitted by ATLAFCO and the IWC Secretariat**

**Proposed Memorandum of Understanding between IWC and ATLAFCO**

***Decision required by F&A and  
Commission:***

Review and consideration of the  
MoU between IWC and ATLAFCO for  
adoption and implementation

This draft Memorandum of Understanding (MoU) was drafted by the Secretariats of ATLAFCO/COMHAFAT and IWC and formalizes collaboration already underway between the two organisations. The draft MoU has been approved by the Board of ATLAFCO.

Areas of cooperation include:

- 1) A pilot programme for interns from ATLAFCO countries to conduct six-week internships with the Secretariat.
- 2) Ongoing development of scientific collaboration between the IWC Scientific Committee and COMHAFAT for support in at-sea surveys and cetacean assessments.
- 3) Regular communication to ensure full engagement of ATLAFCO members in IWC activities and other relevant opportunities.
- 4) Language support for translations and interpretations.

The MoU was reviewed by the IWC Bureau in July 2022, which advised that the draft MoU be submitted to IWC68 for discussion and possible adoption.

The draft MoU is attached as Annex A.

**Annex A**

**Draft MoU between IWC and COMHAFAT Secretariats**



**MINISTERIAL CONFERENCE ON FISHERIES COOPERATION  
AMONG AFRICAN STATES BORDERING THE ATLANTIC OCEAN**



**INTERNATIONAL  
WHALING COMMISSION**

**THE INTERNATIONAL WHALING COMMISSION**

MEMORANDUM OF  
UNDERSTANDING  
BETWEEN THE  
**MINISTERIAL CONFERENCE ON FISHERIES  
COOPERATION AMONG AFRICAN STATES  
BORDERING THE ATLANTIC OCEAN (ATLAFCO)**  
AND  
**THE INTERNATIONAL WHALING COMMISSION (IWC)**

*JUNE 2022*

## **MEMORANDUM OF UNDERSTANDING BETWEEN ATLAFCO/IWC**

The Ministerial Conference on Fisheries Cooperation among African States Bordering the Atlantic Ocean (**ATLAFCO**) and the International Whaling Commission (**IWC**), represented by their respective Executive Secretaries;

HEREAFTER jointly referred to as "the Parties";

**WHEREAS** ATLAFCO is an inter-governmental organization created in 1989 and gathering African states bordering the Atlantic Ocean from Morocco in the North to Namibia in the South with the mandate to promote and strengthen the regional cooperation on fisheries development; and to coordinate and harmonize efforts and strengthen capacities of stakeholders for the conservation and sustainable use of fisheries resources, is an Accredited Observer to IWC;

**WHEREAS** the IWC is the global organization under the International Convention for the Regulation of Whaling, which states that its purpose is to provide for the proper conservation of whale stocks and thus make possible the orderly development of the whaling industry, and with subsidiary bodies conducting science and stewardship for cetaceans;

**WHEREAS** the Parties support the full participation of the member states to ATLAFCO and IWC in the science and stewardship work of the respective organisations, seeking to further common goals and objectives within their respective mandates and governing rules and regulations;

**WHEREAS** the Parties mutually respect their independence and diversity of approaches including recognition of the possibility to hold different views on specific issues;

**WHEREAS** the parties recognize the importance of a full engagement of all Parties in the work of the IWC;

**WHEREAS** the Parties are seeking to promote participation in capacity building for improved science and stewardship in ATLAFCO member countries:

**AND WHEREAS** the Parties intend to conclude this Memorandum of Understanding (hereafter referred to as "MoU") with the aim to establishing a broader cooperation for complementarity in their activities, creating synergies and avoiding duplication of efforts;

**NOW THEREFORE THE PARTIES HAVE AGREED TO COOPERATE UNDER THIS MoU AS FOLLOWS:**

**Article 1: Purpose**

Having regard to the respective mandates of the Parties, the purpose of this MoU is to provide a framework of cooperation and understanding and to facilitate collaboration between the Parties to further their shared goals and objectives in their respective mandates and fields of competence.

**Article 2: Areas and scope of cooperation**

1. Areas of cooperation agreed jointly in accordance with this MoU to enable Parties to respond to the challenges of harmonious development and newly emerging issues in the areas of common interest on the African continent.

2. The Parties have agreed on the following areas of cooperation under this MoU:

- a) Collection of data and conduct of science in the area of cetaceans in ATLAFCO member countries;
- b) Capacity building through workshops, training, and internships, including workshops on at-sea surveys and cetacean population assessments; entanglement response training, and hosting ATLAFCO member country interns at the IWC Secretariat as funds allow;
- c) Improved communication with ATLAFCO members of various Circulars and other documents, ensuring translation and simultaneous interpretation where possible;
- d) ATLAFCO participation in meetings of the IWC and its subsidiary bodies and where possible, encouraging leadership positions within IWC subsidiary bodies for ATLAFCO member country delegates;

3. Subject to the rules and procedures of each Party, the details about the activities to be implemented within the remit of areas of cooperation set forth in Article 2 (2) above will be established on an annual basis to be included in an exchange of letters. In addition, these activities will be:

- a) Regularly communicated and updated between the two parties;
- b) Disseminated via the respective websites;

4. The parties shall work together, to the extent possible within the remit of their respective mandates, for the implementation of the activities undertaken pursuant to this MoU.

**Article 3: Organizational arrangements pertaining to the cooperation**

1. The Parties shall hold consultations on matters of mutual interest in accordance with an agenda agreed in advance by them, aiming also at the development and/or review of their joint activities as laid out in the annual exchange of letters. Subject to the applicable internal rules and procedures of each Party and to prior consultation among the Parties, relevant international organisations and relevant initiatives and/or projects may be invited by both Parties to join such consultations, which will take place at least once per year, through face-to-face meetings or remote conferences.

2. The following two items should be examined at least once a year in occasion of

consultations, preferably in the margins of IWC or other meetings attended by both Parties:

- a) Technical and operational issues related to furthering the objectives of the present MoU;
- b) Review progress in the work by the Parties in implementing the MoU and as appropriate, share this progress with their respective membership.

#### **Article 4: Cost-sharing and Financial Agreements**

Nothing under this MoU imposes financial obligations upon either Party. If the Parties mutually agree to engage in fund raising and/or allocate specific core or voluntary funds to facilitate an activity undertaken pursuant to this MoU, such an agreement will be reflected in writing and signed by both Parties. In particular, for the implementation of joint activities within the framework of this MoU which might involve payment of funds, a specific separate legal arrangement will be entered into, as appropriate, taking into account the relevant administrative and financial rules and procedures applicable to each Party, including consultation with the Chairs of the respective organisations. Parties may agree to provide in-kind services such as capacity building, translation or interpretation at no financial cost to the Parties.

#### **Article 5: Channel of Communication and Notice**

1. For purpose of facilitating the implementation of this MoU, the channel of communication for the Parties will be:

For ATLAFCO : Executive Secretary and Personal Assistant to the ES.

For IWC : Executive Secretary and Personal Assistant to the ES.

2. Either Party may provide notice in writing to the other Party, designating additional representative or substituting other focal points for those designated in this Article.

#### **Article 6: Status of personnel**

For the purpose of implementation of this MoU, no agents, sub-contractors or employees of one of the Parties shall be considered in any way as agents, sub-contractors or employees of the other Party. Neither Party shall be liable for the acts or omissions of the other Party or its agents, sub-contractors, employees or any persons performing services on behalf of it.

#### **Article 7: Transparency and Confidentiality**

Notwithstanding the foregoing, neither of the Parties nor its personnel shall communicate to any other person or entity any confidential information made known to it by the other Party/ies in the course of the implementation of this MoU, nor shall it use this information to private or company advantage.

#### **Article 8: Privileges, Immunities and Liabilities**

Nothing in this MoU or in any document or arrangement relating thereto shall be construed as constituting a waiver of privileges or immunities of either Party, nor as extending any privileges or immunities of either Party to the other Party or its personnel. No rights or limitation of rights shall arise or be assumed between the Parties as a result of the terms of the MoU.

**Article 9: Dispute settlement**

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. Neither Party will act in a way which, in the opinion of the other Party, will bring the Party into disrepute.

**Article 10: Official emblems and logos**

1. Neither Party shall use the name, emblem or logos of the other Party, its subsidiaries, affiliates, and/or authorized agents, or any abbreviation thereof, in any press release, memo, report or other published disclosure related to this MoU, without the prior written approval of the other Party, which may be provided electronically.

2. In no event will authorization of the Parties name or emblem, or any abbreviation thereof, be granted for commercial purposes.

**Article 11: Intellectual property rights**

1. Intellectual property rights, in particular copyright, in material such as information, software and designs, made available by the Parties 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 supplementary agreements concluded.

2. All intellectual property rights in materials developed under this MoU, such as information, software and designs, will belong to original Party. ATLAFCO and IWC will enjoy a perpetual, royalty-free, non-exclusive and non-transferable license to use such materials for non-commercial purposes.

**Article 12: Notification and amendments**

1. Each Party shall notify the other in writing of any proposed or actual changes that it deems necessary for this MoU.

2. Upon receipt of such notification, the Parties shall consult each other with a view of reaching an agreement on any actual or proposed change(s) suggested in accordance with Article 13-1.

3. This MoU may be amended only by mutual agreement of the Parties reflected in writing.

**Article 13: Termination**

This MoU may be terminated by either Party by giving 6 months prior written notice to the other Party. Such termination will take effect as of the date specified in the termination notice provided that the provisions contained herein will remain in effect to the extent necessary to permit an orderly settlement of all arrangements made with respect to ongoing cooperation activities.

**Article 14: Duration and renewal**

1. This MoU shall be signed on the same date by both Parties. It shall remain in effect for 3 years or until terminated in accordance with Article 13 above. Its content will be reviewed, as appropriate.
2. This MoU may be renewed upon written request of either Party. The Parties acknowledge that before it can agree to the extension of this MoU, the both Parties will need to follow internal processes and procedures, including a tangible, evidence-based review of satisfactory performance and implementation of the MoU.

Signed on behalf of ATLAFCO

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Name in block letters	Date
Executive Secretary	
ATLAFCO	

Signed on behalf of IWC

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Name in block letters	Date
Executive Secretary	
IWC	