

**IWC69**

**Finance and Administration Committee**

Paper submitted by the IWC Secretariat

Proposed Memorandum of Understanding between  
IWC and The Permanent Secretariat of the Agreement for the Creation of a Sanctuary for  
Marine Mammals in the Mediterranean (Pelagos Agreement)

Decision required by F&A and Commission: Review and  
consideration of the MoU between IWC and Pelagos  
Agreement for adoption and implementation

This Memorandum of Understanding (MoU) was drafted by the Secretariats of the Pelagos Agreement and the IWC. The MoU recognizes the two agreements have similar objectives and their common wish to achieve synergies in the conservation and management, including research and monitoring of cetaceans.

The MoU formalises collaboration already underway between the two organisations.

This MoU has been approved by the Pelagos Agreement and the IWC Secretariat and is now awaiting confirmation by the IWC. Areas of cooperation include:

- Improve data sharing on all the areas of interest;
- Organization of joint training sessions and workshops;
- Consolidation of IWC and Pelagos guidelines on science and conservation;
- Creation of joint/consistent communication material;
- Formalisation of participation of experts as observers at the meetings, including sub-group meetings.

No additional costs are anticipated as the expected activities would be those already included in endorsed workplans or existing mandates.

The draft MoU is attached.

**DRAFT MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**THE SECRETARIAT OF THE INTERNATIONAL WHALING COMMISSION  
(IWC)**

**AND**

**THE PERMANENT SECRETARIAT OF THE AGREEMENT FOR THE  
CREATION OF A SANCTUARY FOR MARINE MAMMALS IN THE  
MEDITERRANEAN (PELAGOS AGREEMENT)**



**DRAFT Memorandum of Understanding between  
the IWC Secretariat and the  
Permanent Secretariat of the Pelagos Agreement**



*This Memorandum of Understanding is agreed between*

**The Secretariat of the International Whaling Commission (IWC)**

Address: Suite 2, First Floor, Victory House, Vision Park, Histon, Cambridge. CB24 9ZR, hereinafter referred to as “**IWC Secretariat**”, represented by Ms Martha Rojas Urrego, Executive Secretary;

and

**The Permanent Secretariat of the Agreement for the Creation of a Sanctuary for Marine Mammals in the Mediterranean (Pelagos Agreement)**

Address: Tour Odéon B1 – 36, avenue de l’Annonciade – MC-98000 Monaco, hereinafter referred to as “**Pelagos Secretariat**”, represented by Ms Costanza Favilli, Executive Secretary.

IWC Secretariat and Pelagos Permanent Secretariat are hereinafter jointly referred to as “**Secretariats**”.

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*Recalling* the International Convention for the Regulation of Whaling (ICRW), signed in London on 8<sup>th</sup> June, 1937, and the protocols to that Agreement signed in London on 24<sup>th</sup> June, 1938, and 26<sup>th</sup> November, 1945 ;

*Recalling* the Pelagos Agreement, signed by France, Italy and Monaco on 25<sup>th</sup> November 1999 in Rome and entered into force on 21<sup>st</sup> February 2002, stemming in particular from the Protocol to the Barcelona Convention concerning Specially Protected Areas and Biological Diversity (SPA/BD Protocol) and making reference to the CMS in the preamble to the text of the Agreement;

*Whereas* the two Agreements have similar objectives, respectively mentioned in the preamble to the ICRW, which includes *inter alia* the following paragraph: “*Recognising the interest of the nations of the world in safeguarding for future generations the great natural resources represented by the whale stocks*”; and in Article 4 of the text of the Pelagos Agreement “*ensure a favourable conservation status of marine mammals by protecting them and their habitat from direct and indirect negative impacts of human activities*”;

*Having regard to* Resolution 6.4 of the Pelagos Agreement concerning the Statute of the Pelagos Secretariat, adopted at the Extraordinary Meeting of the Parties on 19<sup>th</sup> July 2016 in Genoa (Italy), and in particular the Pelagos Secretariat's specific remit to “(c) liaise with and facilitate co-operation between the Parties and relevant international governmental and non-governmental organisations”;

*Recalling* Article IV of the text of the ICRW which states that the Commission may either in collaboration with or through independent agencies of the Contracting Governments or other public or private agencies, establishments, or organisations, or independently encourage, recommend, or if necessary, organise studies and investigations relating to whales and whaling, collect and analyse statistical information concerning the current condition and trend of the whale stocks and the effects of whaling activities thereon, study, appraise, and disseminate information concerning methods of maintaining and increasing the population of whale stocks;

*Recalling* Resolution 8.1 of the Pelagos Agreement on the adoption of the 2022-2027 Management and Action Plan (8<sup>th</sup> Meeting of the Parties to the Pelagos Agreement on 15<sup>th</sup> and 16<sup>th</sup> December 2021), and Resolution 9.9 on the adoption of the Work Plan and Provisional Budget for 2024-2025 (9<sup>th</sup> Meeting of the Parties to the Pelagos Agreement on 25<sup>th</sup> and 26<sup>th</sup> January 2024), in particular Action A-6c of the 2024-2025 Work Programme which calls on the Permanent Secretariat to “elaborate a Memorandum of Understanding with IWC”;

Recalling Resolution 2018-5 of the Florianopolis Declaration on the role of the International Whaling Commission in the conservation and management of Whales in the 21<sup>st</sup> Century which requests the Secretariat to “seek further cooperation with other relevant international agreements and organizations, such as, inter alia, the Convention on Biological Diversity, the Convention on the Conservation of Migratory Species of Wild Animals, the Convention on the Conservation of Antarctic Marine Living Marine Resources and the World Tourism Organization, to coordinate actions for the conservation of cetaceans, including the promotion of sustainable non-lethal use”;

*Emphasising* their common wish to achieve synergies in the conservation and management, including research and monitoring of cetaceans;

***Under the terms of this Memorandum, it is agreed as follows:***

### **Article 1 – Object**

1. The purpose of this Memorandum of Understanding is to establish a regular dialogue between the Secretariats to ensure the coordination of the actions of both Secretariats for the conservation, management and welfare of all species of cetaceans with a focus on whales.
2. This regular dialogue aims to identify common topical issues for each Party, in order to strengthen collaboration between the two Secretariats and capitalise on the efforts and resources deployed, in line with their respective Work Programmes. The main areas of collaboration between both Secretariats include, but are not limited to, conservation, scientific activities, communication, awareness-raising and training, and governance. Example of activities included in these axes of collaboration are:
  - Improve data sharing on all the areas of interest;
  - Organization of joint training sessions and workshops;
  - Consolidation of IWC and Pelagos guidelines on science and conservation;

- Creation of joint/consistent communication material;
  - Formalization of participation of experts as observers at the meetings, including sub-group meetings.
3. In their respective Work Programmes and with a view to maximize synergies and avoid duplication of efforts, both Secretariats identify possible joint or collaborative activities, with particular reference to those to be carried out in the Pelagos Area. At the beginning of each biennium, the two Secretariats agree on a list of common activities based on their Work Programmes, in line with their respective responsibilities and work priorities, in accordance with the institutional agendas of each Agreement.
  4. The Secretariats will institute measures for consultations on the implementation of this Memorandum of Understanding and will report accordingly to their respective Parties as well as advisory bodies and seek further guidance on new areas of cooperation.

### **Article 2 – Collaboration and exchange of information**

1. The Secretariats are mutually invited to participate as observers in their respective ordinary institutional meetings, and to regularly update one another on their relevant planned activities. On these occasions, the Secretariats undertake to inform one another of their collaborative activities.
2. Without prejudice to the professional confidentiality to which the staff of each Secretariat may be subject, the Secretariats shall exchange information on the results of work, scientific projects and workshops carried out within their respective frameworks and of direct or indirect interest for the Secretariats and shall specify, where appropriate, the arrangements for the restricted dissemination of such results.
3. Where appropriate, the Secretariats shall facilitate the participation of their experts in the thematic activities respectively organised by the two Parties.

### **Article 3 – Mutual commitments**

1. The Secretariats inform one another of the technical bases, standards, measures and resolutions relating to the conservation of cetaceans, as adopted or recommended by their Parties or subsidiary bodies.
2. The Secretariats will exchange information on their respective measures and activities, with a view to communicating them to their appropriate bodies.
3. The Secretariats will seek mutual supportiveness and avoid duplication as much as possible within the Pelagos Sanctuary as requested by their respective Parties as part of their Programmes of work.

#### **Article 4 – Practical and financial terms**

1. The Secretariats will examine how to contribute to activities of common interest from a technical, logistical, practical and financial perspective, in particular following the adoption of the respective Work Programmes.
2. Joint activities will be agreed upon through a prior written communication between the Secretariats on their respective contributions, including financial, human and logistical resources to be mobilised.
3. The Secretariats undertake to bear their respective travel costs (mission expenses), as well as the costs of any experts/consultants they may call upon.

#### **Article 5 – Rights relating to products from activities**

1. The products of activities carried out using the financial, human and logistical resources of either Secretariat bear the reference of the Secretariat of the relevant Agreement and remain its entire property. References are cited as such by the other Secretariat.
2. For joint products, the terms and conditions of referencing will be agreed between both Secretariats and included in the written communication mentioned in Article 4.

#### **Article 6 – Correspondence**

All correspondence relating to this Memorandum of Understanding shall be addressed to:

For the IWC Secretariat: International Whaling Commission Suite 2, First Floor, Victory House, Vision Park, Histon, Cambridge. CB24 9ZR Tel.: +44 (0) 1223 233971 Email: <a href="mailto:secretariat@iwc.int">secretariat@iwc.int</a>	For the Pelagos Secretariat: Pelagos Agreement Tour Odéon B1 – 36, avenue de l'Annonciade MC-98000 Monaco Tel.: +377 92 16 11 55 Email: <a href="mailto:secretariat@pelagossanctuary.org">secretariat@pelagossanctuary.org</a>
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#### **Article 7 – General terms and conditions**

##### **A – Legal nature of the relationship**

1. The Secretariats express in good faith their common and reciprocal intentions through this Memorandum of Understanding.
2. This Memorandum of Understanding does not create any financial, legal, structural, professional/organisational or social obligation. This Memorandum shall not constitute or be construed as constituting an exclusive relationship, agency, joint venture or new legal entity, any form of *affectio societatis* being excluded. Neither Secretariat has the right or authority to create or take on any liability or obligation of any kind in the name or on behalf of the other. Secretariats are independent of one another, and no solidarity, particularly in financial terms, may be assumed between them.

## **B – Ethics and intervention philosophy**

1. Both Secretariats undertake to respect the ethics and intervention philosophy of one another.
2. Both Secretariats undertake to prevent any risk of conflicts of interest and to promptly inform one another of any situation of, or likely leading to a, conflict of interest.
3. A conflict of interest may arise if the impartial and objective use of this Memorandum of Understanding is jeopardised for family, affection, political, national or religious reasons, economic or social interests, or any other shared interest with another person or entity.

## **C – Confidentiality**

1. Both Secretariats undertake to respect the confidentiality of information communicated between them, in any form whatsoever, and by any means whatsoever, as well as of any non-public information on each other of which they may become aware within the framework of this Memorandum of Understanding. Both during the term of this Memorandum of Understanding and after its expiration, such information and related documents must be kept in a secure place and not be published, communicated, used or disclosed without the prior written consent of the other Secretariat.
2. Each Secretariat undertakes to ensure that its employees, collaborators or any other person whatsoever who has knowledge of the said information shall observe confidentiality.
3. All confidential information, in whatever form or means, transmitted by either Secretariat must be returned to the Secretariat that owns it, or destroyed, immediately upon request.

## **Article 8 – Duration**

1. This Memorandum of Understanding is concluded for 6 years from the date of its signature.
2. The conditions for amending and terminating this Memorandum are specified in Article 9.

## **Article 9 – Amendment, termination and dispute settlement**

1. This Memorandum may be amended at any time, following the request of either Secretariat and their subsequent joint agreement.
2. Either Secretariat reserves the right to terminate this Memorandum at any given time, by giving a 3 months' written prior notice to the other.

3. In the event of a disagreement relating to the interpretation and/or implementation of this Memorandum of Understanding, both Secretariats undertake to reach an amicable settlement.

**Article 10 – Signatures**

This Memorandum of Understanding is drawn up in two original copies in English. Each copy is signed and initialled by both Secretariats. Each Secretariat shall retain one original copy.

Place and date: Principality of Monaco, (date)

For the IWC Secretariat

For the Pelagos Secretariat

Ms Martha Rojas Urrego  
*Executive Secretary*

Ms Costanza Favilli  
*Executive Secretary*