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Agenda item 18

Cooperation with other relevant international organizations

Memorandum of understanding between the Food and Agriculture Organization of the United Nations and the International Seabed Authority

Note by the Secretary-General

I. Introduction

1. By virtue of article 169, paragraph 1, of the United Nations Convention on the Law of the Sea of 10 December 1982 (the Convention), the Secretary-General of the International Seabed Authority shall, on matters within the competence of the Authority, make suitable arrangements for consultation and cooperation with international and non-governmental organizations recognized by the Economic and Social Council of the United Nations. Such arrangements require the approval of the Council of the Authority. Organizations with which the Secretary-General has entered into an arrangement are permitted to designate representatives to attend meetings of the organs of the Authority as observers in accordance with the rules of procedures of those organs. Written reports of the organizations on subjects related to the work of the Authority and in which they have special competence may be distributed to States parties by the Secretary-General.

II. Memorandum of understanding between the Food and Agriculture Organization of the United Nations and the International Seabed Authority

2. The Food and Agriculture Organization of the United Nations (FAO) is a specialized agency of the United Nations for food and agriculture. FAO has a mandate to work globally on all aspects of food and agriculture (including fisheries, forestry and natural resources' management), food security and nutrition across the humanitarian-development continuum.

3. By virtue of rule 82, paragraph 1 (d), of the rules of procedure of the Assembly, the FAO is an observer in the Assembly of the Authority and may participate in the

deliberations of the Assembly upon the invitation of the President on questions within the scope of its competence. By extension, pursuant to rule 75 of the rules of procedure of the Council of the Authority, the Organization may, upon the invitation of the Council, designate a representative to participate in the deliberations of the Council, without the right to vote, on questions affecting it or the scope of its activities. The right to, among other things, participate in or consult the Council does not extend to subsidiary organs (as in the case of the Assembly) or to the secretariat, thus the need for formalization cooperation through a memorandum of understanding.

4. In the light of the number of areas of common interest, the Authority and FAO, which is an observer to the Authority, have had intense exchanges on the possibility of formalizing their cooperation.

5. The terms of the draft memorandum of understanding were finalized at the technical level by the secretariats of the Authority and the FAO before it was formally submitted to the Authority for consideration by its Council in March 2024.

6. The proposed memorandum of understanding, as drafted jointly by the secretariats of FAO and the Authority, is contained in the annex to the present document. The draft follows the pattern of similar cooperation arrangements previously concluded between FAO and interested entities, and is submitted for consideration by the Council, in accordance with article 169 of the Convention.

III. Action by the Council

7. The Council is invited to take note of the present note and its annex and approve the memorandum of understanding between FAO and the Authority.

Annex

Memorandum of understanding between the Food and Agriculture Organization of the United Nations and the International Seabed Authority

This Memorandum of Understanding (“MOU”) is entered between the Food and Agriculture Organization of the United Nations (hereinafter referred to as “FAO”), headquartered in Rome, Italy, and the International Seabed Authority (hereinafter referred to as “the Authority”), headquartered in Kingston, Jamaica.

WHEREAS FAO is a Specialized Agency of the United Nations system established in 1945, comprising of 194 Member Nations, one Member Organization and two Associate Members. Its vision is of a world free from hunger and malnutrition where food and agriculture contribute to improving the living standards of all, especially the poorest, in an economically, socially and environmentally sustainable manner. Its three goals are the eradication of hunger, food insecurity and malnutrition; elimination of poverty and the driving forward of economic and social progress for all; and sustainable management and utilization of natural resources, including land, water, air, climate and genetic resources. FAO has a mandate to work globally on all aspects of food and agriculture (including fisheries, forestry and natural resources’ management), food security and nutrition across the humanitarian-development continuum.

WHEREAS the FAO Strategic Framework 2022-2031 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 FAO has the mandate to work with its Members and partners to transform aquatic systems and promote the responsible and sustainable management of aquatic food systems, for better production, better nutrition, a better environment, and a better life, leaving no one behind, and also promotes national, regional and global enhanced fisheries management, expanded sustainable aquaculture and upgraded value chains development, transferring knowledge and helping to develop capacities of FAO Members and stakeholders;

WHEREAS the Authority, established by the entry into force of the United Nations Convention on the Law of the Sea (hereinafter referred to as “the Convention”) signed in Montego Bay on 10 December 1982, is the competent organization through which States Parties to the Convention will, in accordance with Part XI of the Convention and the 1994 Agreement relating to the Implementation of Part XI of the Convention adopted on 28 July 1994 by the United Nations General Assembly resolution 48/263 (“the 1994 Agreement”), organize and control activities in the Area, particularly with a view to administering the mineral resources of the international seabed area (hereinafter referred to as “the Area”), as defined in article 1, paragraph 1 (1) of the Convention. The Authority is comprised of 168 Member States and the European Union;

WHEREAS the Authority promotes and encourages the conduct of marine scientific research with respect to activities in the Area and the collection and dissemination of

the results of such research and analysis, when available, with particular emphasis on research related to the environmental impact of activities in the Area in accordance with article 143 of the Convention and section 1, paragraph 5 (h) of the 1994 Agreement;

WHEREAS the Authority is competent to take necessary measures in order to ensure effective protection of the marine environment from harmful effects which may arise from activities in the Area as set out in article 145 of the Convention and section 1, paragraph 5 (g) of the 1994 Agreement;

WHEREAS the Authority and FAO (collectively referred to as “Parties” and individually as “Party”) seek consultation and cooperation with, *inter alia*, other international organizations on matters within their respective competence;

RECOGNIZING the importance of the protection of the marine environment, the sustainable use of natural resources, biodiversity conservation, marine scientific research, and the international sectoral and cross-sectoral coordination in the management of Areas Beyond National Jurisdiction (ABNJ), as critical elements in support of the achievement of global Sustainable Development Goals and global, regional and national strategic priorities, especially to advance sustainable ocean economies and of the implementation of the Agreement under the Convention on the Conservation and Sustainable Use of Marine Biological Diversity of Areas beyond National Jurisdiction, adopted on 19 June 2023;

AWARE that increased cooperation between FAO and the Authority will help ensure appropriate coordination of policy measures within their respective mandates in ABNJ to achieve this common objective;

FAO and the Authority have agreed to cooperate as follows:

Article 1: PURPOSE

The purpose of this MOU is to facilitate cooperation and collaboration between FAO and the Authority in the areas of common interest detailed in Article 2 below, in particular in relation to deep sea fisheries and ABNJ matters.

Article 2: AREAS OF COOPERATION

The Parties will encourage and develop collaborative activities, where appropriate and practical, in the following areas of mutual interest:

- i) Sharing and managing of information and non-confidential data related to deep-sea biodiversity;
- ii) Development of scientific approaches for the sustainable management of activities under each Party’s respective mandate in ABNJ;
- iii) Development of coherent and transparent management approaches in ABNJ; and
- iv) Promoting capacity-building related to the management of ABNJ, increasing and developing general knowledge and awareness of the deep-sea, and promoting gender equality in deep-sea research, particularly in developing countries.

Article 3: IMPLEMENTATION ARRANGEMENTS

1. 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. The implementation of each area of cooperation in 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.

2. Separate legal agreements between the Parties as expressed in Article 3 (1) 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 4: STATUS OF THE PARTIES AND THEIR PERSONNEL

1. The Parties acknowledge and agree that they are entities separate and distinct from each other. The employees, personnel, representatives, agents, contractors or affiliates of each Party, including the personnel engaged 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 the other Party.

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: 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 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 6: INTELLECTUAL PROPERTY RIGHTS

1. Intellectual property rights, in particular copyright, in material such as information, software and designs, made available by the Authority 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 3 (1) 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 3 (1) above.

Article 7: 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 8: CONTACTS FOR CORRESPONDENCE

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

For FAO:	Senior Fishery Officer, NFIDD Fisheries and Aquaculture Division Food and Agriculture Organization of the United Nations Viale delle Terme di Caracalla 00153 Rome, Italy +39.06.57052873 Common-oceans@fao.org
For the Authority:	Jose Dallo Director, Office of Environmental Management and Mineral Resources International Seabed Authority 14-20 Port Royal Street Kingston, Jamaica jdallo@isa.org.jm

Article 9: 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 at any time by the mutual consent, expressed in writing, of the Parties. Any such amendment will come into effect 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 (2) 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 10: SETTLEMENT OF DISPUTES

Any disputes 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 Parties for final resolution.

Article 11: PRIVILEGES AND IMMUNITIES OF THE PARTIES

1. Nothing in or relating to this MOU, or in any document or arrangement relating thereto, will be construed: (i) as a waiver of any of the privileges and immunities of FAO and of the Authority, nor as extending any privileges or immunities of each Party to the other Party, or to its personnel; (ii) as the acceptance by the Parties of the applicability of the laws of any country; or (iii) as the acceptance by the Parties 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: 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 consent of the Party concerned.

Article 13: 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 the 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 agreement 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 5, 6, 10 and 11 shall survive the expiry or termination of this MOU.

IN WITNESS WHEREOF the undersigned have signed the present MOU in duplicate, in English, all originals being equally valid.

Signed at the in.....

Date:

Date:

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QU Dongyu
Director-General
Food and Agriculture Organization
of the United Nations

Michael W. Lodge
Secretary-General
International Seabed Authority
