

MEMORANDUM OF UNDERSTANDING (“MoU”)

BETWEEN

PAN AFRICAN PLATFORM OF NON-STATE ACTORS IN FISHERIES AND AQUACULTURE (AFRIFISH-Net)

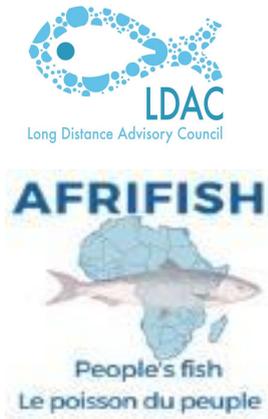
AND

LONG DISTANCE ADVISORY COUNCIL (LDAC)

Whereas “Pan African Platform on Non-State Actors in Fisheries and Aquaculture” (**AFRIFISH-Net**) established in November 2021 as a continental “advocacy platform and mouthpiece” of the fisheries non-state actors (NSA) with the main objective of influencing policy and decision-making in fisheries and aquaculture at African Union (AU) level with emphasis on the integrity of small-scale fisheries and the fisher/coastal communities. In view of the said mandate, **AFRIFISH-Net** serves as a Continental Coordination platform for its five constituent regional fisheries and aquaculture NSA blocs namely Central, Eastern, Northern, Southern and West regions. The establishment of **AFRIFISH-Net** is in consonant with the aspirations of accelerated growth and development of artisanal and small-scale fisheries and guided by the principles of inclusivity, representation and collectiveness in decision-making processes.

Whereas the “Long Distance Advisory Council” (**LDAC**) was created in 2004 on the basis of the EU Council Decision 585/2004, and it became operational in 2007 following the adoption of the EU Commission Decision 2007/206/CE, with the aim to advise the European Commission on issues regarding the management and conservation of fisheries resources to contribute to the implementation of the principles of the Common Fisheries Policy outside Community waters and to improving the external relations of the EU in fisheries matters;

AFRIFISH-Net and LDAC are referred hereinafter as “the Parties”;



Whereas the Parties have common goals and objectives with regard to providing advice to the decision-makers on fisheries issues, including aspects related to the negotiation of public fisheries agreements between the European Union and African Union and its Member States; and the implementation of EU-funded fisheries related initiatives in Africa; the Parties wish to collaborate to achieve these common goals and objectives within their respective mandates and governing rules and regulations;

Whereas the Parties intend to establish a broader cooperation aimed at formalizing their partnership and promoting joint activities and synergies through the following Memorandum of Understanding (hereafter referred to as “MoU”);

AFRIFISH-Net AND LDAC HAVE AGREED TO COOPERATE UNDER THIS MoU AS FOLLOWS:

Clause 1 Purpose

The purpose of this MoU is to provide a framework of cooperation to facilitate collaboration between the Parties with the aim to further their shared goals and objectives identified in their work programmes or strategic plans, including provision of joint or harmonized advice to the competent authorities and governing bodies from the European Union and Africa in the establishment and implementation of policies on the EEZ waters of the African continent that have a direct or indirect environmental, social and economic impact both on artisanal and industrial fishers of Africa and the European Union.

Clause 2 Areas and Scope of cooperation

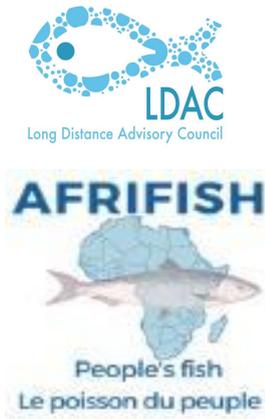
2.1- The Parties have agreed to develop a dialogue and collaboration so that the relationship between the European Union and Africa will be based on sustainable exploitation of fishing resources, economic viability of the fleets and responsible social protection of fishing communities.



In particular, it will be focused on improving transparency of fishing activities and maritime safety at sea of fishers and on decent conditions at work for fish workers, including men and women from and coastal communities. An area of specific interest will be promoting food security of African populations and the resilience of coastal fishing communities who are facing harmful effects of climate change. Ultimately, the goal is that young European and African men and women find in the fisheries sector might find a sustainable livelihood contributing to fixing population, promoting career development and contributing to resilience of coastal economies and preservation of local values and communities.

Based on the existing work and priorities of the **LDAC** and **AFRIFISH-Net**, the following topics of common interest are identified:

- To promote transparency with regard to all fisheries access arrangements involving both EU and African vessels/nations and foreign fishing vessels/nations;
- To foster access to relevant national and international fora and informed participation of legitimate fishers' representatives and other stakeholders in decision making processes regarding such arrangements;
- To develop a framework for these access arrangements that is transparent and fair; that ensures there is no competition between the vessels of foreign origin and local artisanal fishers; that ensures the activity from all the vessels of foreign origin respect sustainable fisheries policies, standards and measures, in a way that guarantees a level playing field for those who fish sustainably; and that promotes social and economic benefits in the coastal country concerned.
- To promote the exploitation and management of the small pelagic stocks on sustainable basis and caught for human consumption rather than for fishmeal and fish oil;
- To promote the signature and implementation of the International Labour Organisation Work in Fishing Convention, 2007 (ILO C188) to protect the welfare and well-being of the African fishers. Safety training for the fishing boats' crew, use of new technologies, and safety awareness among



fishers, men and women of fishing communities, are all essential elements that could be improved with the implementation of ILO Convention 188; as of 2022, seven African states have ratified this convention: Angola, Congo, Kenya, Morocco, Namibia, Senegal and South Africa.

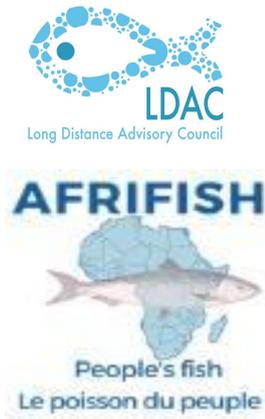
- To promote the role of women in African fisheries through EU policies such as cooperation for development and aid policy, SFPA (sustainable fisheries partnership agreement) sectoral support, or gender equity, amongst others;
- To promote the adoption of a precautionary approach for the development of other economic sectors from the blue economy competing with fisheries for the maritime space and/or producing impacts that affect their productivity.

2.2 The details about the activities to be developed within the remit of areas of cooperation set above, include, but are not limited to:

- a. Enhancing the incidence and participation of each Party in the activities of the other, including those in view of a more direct involvement in relation to AFRIFISH-Net's Member States priorities and actions;
- b. Collaborating in the elaboration and shaping of policy making through a regular bilateral communication system that improves the flow of relevant information. Specific activities will be identified and carried out on the basis of a protocol pursuant to Clause 3.7;

2.3 The areas of cooperation are relevant within the context of the mandates of the Parties. As appropriate, they will be revised to be in line with those decisions of the governing bodies of the Parties.

2.4 The **AFRIFISH-Net** and the **LDAC** shall work together, to the extent possible, within the remit of their respective mandates, for the implementation of the activities undertaken in accordance with this MoU taking into account that **AFRIFISH-Net** is a continental civil platform composed of the non-state actors (NSAs) in African fisheries and aquaculture, and that the **LDAC** is composed of stakeholders



representing the fisheries sector and other interest groups affected by the EU Common Fisheries Policy.

Clause 3 Organizational arrangements pertaining to cooperation

3.1. The Parties shall hold regular and periodic bilateral consultations on matters of common interest, in accordance with an agenda agreed in advance by them, aiming also at the development/review of their joint activities. Relevant international organizations and relevant initiatives/projects may be invited by both Parties to join such consultations that will take place at least once per year, either through face-to-face meetings or hybrid and virtual conferences. The following two items should be examined, as appropriate, in occasion of consultations:

- a. Technical and operational issues related to furthering the objectives of the MoU;
- b. Review progress in the work by the Parties in implementing the MoU.

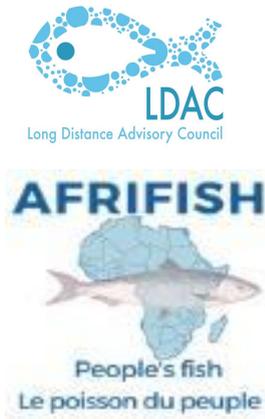
3.2. Further bilateral meetings at desk-to-desk and at expert level will be encouraged and convened on an *ad hoc* basis, as deemed necessary by the Parties to address priority matters regarding the implementation of activities in specific areas, countries and regions.

3.3. Where the Parties convene an event, workshop or technical meeting at which policy matters related to this MoU will be discussed, the Parties will, as appropriate, invite each other.

3.4. **AFRIFISH-Net** and the **LDAC** will inform relevant governing bodies on the process made in implementing this MoU by including this issue in the agenda of each Ordinary Meeting/Annual Session of their respective governing bodies.

3.5. The Parties will encourage, and where possible promote, exchange of information and joint activities between both Secretariats.

3.6. Nothing under this MoU imposes financial obligation upon either Party. If the Parties mutually agree to allocate specific funds to facilitate or sponsor an activity undertaken pursuant to this MoU, such an



agreement will be previously reflected in writing and signed by both Parties. In particular, for the implementation of joint activities within the framework of this MoU that might involve payment of funds, a specific protocol will be entered into, as appropriate, taking into account those relevant administrative and financial rules and procedures applicable to the Parties at the moment of its entry into force.

3.7. Both **AFRIFISH-Net** and **LDAC** will identify, as appropriate, designated focal points within their organizations to coordinate cooperation under this MoU. In addition, both Parties shall identify an overall focal point responsible for the implementation and the monitoring of the activities under this MoU.

Clause 4 Knowledge management

4.1. The Parties may undertake, within their global network and to the extent possible, to facilitate mutual access to relevant information and body of work improving knowledge, as well as dissemination between them.

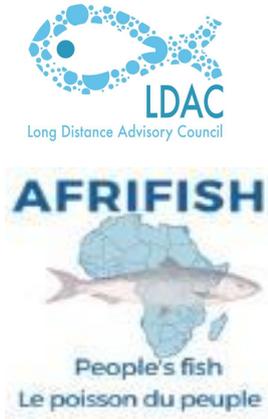
4.2. The Parties might consider the possibility of joint missions and the hosting of joint training activities and information sessions.

Clause 5 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 or staff of the other Party. Each of the Parties shall not be liable neither for the acts of omissions of the other Party nor the personnel/representatives acting on their behalf.

Clause 6 Confidentiality

Neither of the Parties nor its personnel shall communicate to any other person or entity external to the members and stakeholders of **AFRIFISH-Net** or **LDAC**, any confidential, private or sensitive information made known to each other in the course of the implementation of this MoU; nor shall it use this



information to private or company advantage. This provision shall survive the expiration of termination of this MoU.

Clause 7 Dispute settlement

Any dispute between the Parties, concerning the interpretation and the 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 Parties for final resolution, with the possibility of opting for a mechanism of alternative dispute resolution (ADR).

Clause 8 Official emblems and logos

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 publications and documents produced by the Parties, without the express consent by prior written approval of the other Party in each case.

Clause 9 Intellectual property rights

Intellectual property rights relating to any project under an activity pursuant to this MoU will be managed in accordance with the rules and policies of each Party as well as the applicable legislation in force. In any case, the Parties shall consult with each other regarding the joint utilization of these rights so as to ensure their mutual observance.

Clause 10 Notification and amendments

1. Each Party shall notify the other in writing, within 3 months of any proposed or actual changes that it deems necessary for amending 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 Clause 10.1



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

Clause 11 Entry into force

This MoU shall enter into force provisionally at the date of its signature by both Parties and definitely after approval by the decision-making bodies of both **AFRIFISH-Net** and **LDAC**.

Clause 12 Termination

1. This MoU may be terminated unilaterally by either Party by giving 6 months prior written notice to the other Party.
2. Upon termination of this MoU, the rights and obligations of the parties defined under any specific arrangement established in accordance with Clause 4.7 and Clause 9 of this MoU shall remain effective, unless agreed otherwise.



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

For AFRIFISH-Net-Net

For LDAC
