


September 2023

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	منظمة الأغذية والزراعة للأمم المتحدة	联合国 粮食及 农业组织	Food and Agriculture Organization of the United Nations	Organisation des Nations Unies pour l'alimentation et l'agriculture	Продовольственная и сельскохозяйственная организация Объединенных Наций	Organización de las Naciones Unidas para la Agricultura y la Alimentación
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WESTERN CENTRAL ATLANTIC FISHERY COMMISSION (WECAFC)**NINETEENTH SESSION****Bridgetown, Barbados, 6-8 September 2023**

**Letter of Intent Between the International Commission for the Conservation of Atlantic Tunas (ICCAT) and the Food and Agriculture Organization of the United Nations (FAO), on behalf of the Western Central Atlantic Fishery Commission (WECAFC) -
Version from Legal Division**

The International Commission for the Conservation of Atlantic Tunas (ICCAT) and the Food and Agriculture Organization of the United Nations (FAO), acting on behalf of the Western Central Atlantic Fishery Commission (WECAFC) (hereinafter collectively referred to as "Participants" and individually as "Participant");

WHEREAS ICCAT is a regional fisheries management organization (RFMO) established pursuant to the International Convention for the Conservation of Atlantic Tunas (the "Convention"), which entered into force in 1969, the objective of which is to cooperate in maintaining the populations of tuna and tuna-like fishes found in the Atlantic Ocean and adjacent seas at levels which will permit the maximum sustainable catch for food and other purposes;

WHEREAS WECAFC is a Regional Fisheries Body (RFB) established in 1973 by Resolution No. 4/61 of the FAO Council under Article VI (1) of the FAO Constitution, with its statutes later amended by the FAO Council at its Seventy-fourth Session in December 1978 and at its Hundred and Thirty-first Session in November 2006, with the objectives to, *inter alia*, promote the effective conservation, management and development of the living marine resources of the area of its competence, in accordance with the FAO Code of Conduct for Responsible Fisheries, and to address common problems of fisheries management and development faced by its members;

RECALLING the Agreement between FAO and ICCAT, which entered into force on 26 November 1973, to ensure cooperation by consultation, coordination of effort, mutual assistance and joint action in fields of common interest in accordance with the objectives and principles of FAO and ICCAT, in particular in regard to the collection and analysis of statistics, stock assessment and the formulation of conservation and management measures relating to tuna and tuna-like fishes of the Atlantic Ocean (hereinafter the "Agreement");

RECOGNIZING that Article 6 of the Agreement provides that FAO and ICCAT may, through their competent organs, conclude special agreements or arrangements for joint action with a view to attaining objectives of common interest;

CONSIDERING the common will of ICCAT and WECAFC to work cooperatively under the umbrella of the Agreement and, in particular its Article 6, to harmonize activities and optimize the use of resources to the greatest extent possible;

WHEREAS consistent with the Agreement, ICCAT intends to exchange information and documents with FAO, on behalf of WECAFC, and cooperate in areas of mutual interest, including data collection, research, and the provision of technical assistance. In particular, ICCAT and FAO, on behalf of WECAFC, intend to enhance cooperation to advance common goals with regard to the sustainable use of living marine resources and the fight against illegal, unreported and unregulated (IUU) fishing, within their respective mandates, governing rules, and conservation and management measures.

RECOGNIZING that, as voluntary participants in this work, ICCAT and FAO, on behalf of WECAFC, intend to strengthen collaboration and coordinate efforts, improve synergies, and avoid duplications in the context of the development of projects and programs focusing on regional priorities in order to foster improved governance and promote commonalities.

NOW, THEREFORE, ICCAT AND FAO, ON BEHALF OF WECAFC:

1. Declare their intention to work together to finalize agreements, which will be signed at a later stage, in accordance with their internal rules and procedures, to:
 - (a) plan and participate in Working Groups relevant to the Participants, including collaboration in the development of fishery management plans and regional plans of action as appropriate;
 - (b) improve data collection and access to data for use in informing stock status determinations and fisheries management, including data collection for artisanal fisheries on shared stocks, and sharing scientific analyses and expertise;
 - (c) enhance communication in relation to monitoring, control and surveillance-related issues and exchanging relevant information on IUU fishing activities carried out in their respective convention areas;
 - (d) continue dialogue in view of the potential development of joint activities, including research and capacity building projects such as joint training activities, workshops, and information sessions (in-person or virtual); and
 - (e) exchange views on the role that RFBs and RFMOs may play to enhance international fisheries management and, as appropriate, coordinate with respect to their engagement in these fora.
2. Acknowledge that:
 - (a) This Letter of Intent is a statement of intent and does not create any legal, financial or other commitments for any of the Participants, nor does it create any formal relationship between the Participants, or authorize any Participant to make representations on behalf of the other, or to bind the other in any manner whatsoever.
 - (b) Any confidential or otherwise sensitive information exchanged under this Letter of Intent will be subject to any restrictions concerning the dissemination and confidentiality that FAO or ICCAT may apply as the owner of the information, and FAO and ICCAT agree to keep such information confidential.
 - (c) No representation or warranty, express or implied, will be made by the Participants regarding the collaboration envisaged, including but not limited to any outcome thereof, any agreement or further relationship.

- (d) This Letter of Intent or information about this Letter of Intent may be published on FAO's website after it has entered into force consistent with its policies on transparency, as updated from time to time. This Letter of Intent or information about this Letter of Intent may also be published on ICCAT's website.
- (e) The name and/or logo of FAO and ICCAT will not be used in any form of publicity or public disclosure unless with their prior written consent.
- (f) Nothing in this Letter of Intent will affect the ownership of any intellectual property made available under this Letter of Intent, nor confers any right to use such intellectual property except as agreed by FAO or ICCAT as the owner of the intellectual property concerned.
- (g) Nothing in this Letter of Intent or in any document or arrangement relating thereto constitutes a waiver, express or implied, of the privileges and immunities of FAO or ICCAT nor confers any of the privileges and immunities enjoyed by FAO or ICCAT to the other Participant or its personnel.
- (h) This Letter of Intent shall automatically terminate upon conclusion of the agreements referred to in paragraph 1 above. In the absence of such agreements, it shall automatically expire two (2) years from the date of the last signature, unless the Participants agree in writing to extend its validity for a specified period.

Signed in _____, on _____, in two original copies in English.

[To be used for signature of the Lol:

Option 1 – if the Participants decide to sign the Lol electronically: [The Participants agree that electronic signature of this Letter of Intent using the Adobe-Acrobat tool shall be treated as valid and legally binding. This Letter of Intent shall be treated as an original for all purposes.]

Option 2 – if the Participants decide to conclude the Lol through an exchange of emails attaching the scanned versions of the Lol signed in hard copy: [The Participants agree that this Letter of Intent 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 (FAO), on behalf of the Western Central Atlantic Fishery Commission (WECAFC)

For the International Commission for the Conservation of Atlantic Tunas (ICCAT)
