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# Memorandum of Understanding for Mediterranean regional case study

This MoU sets out the details of the planned collaborative work which will take place in the Mediterranean Sea on “Towards an ecosystem based approach for fisheries management in the Mediterranean: Essential fish habitats and their trophic interactions”.

This Mediterranean project is coordinated by Partner 7, France (IFREMER) and led by Partner 12, Greece (Ministry of Development, General Secretariat for Research and Technology GSRT).



# Memorandum of Understanding for a collaborative MariFish project :

**“Towards an ecosystem based approach for fisheries management in the Mediterranean: Essential fish habitats and their trophic interactions”.**

June 2008

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## **WORK PACKAGE 7. IMPLEMENTATION**

Prepare and commission shared research programmes

Réf Ifremer n°08/1217365

**Between :**

**The MariFish members interested in the management and the development of a transversal research programme in the Mediterranean regional case study are : France, Greece and Spain :**

- French Research Institute for Exploitation of the Sea (Ifremer), France  
and,
- Ministry of Development, General Secretariat for Research and Technology (GSRT), Greece  
and,
- The Ministry of Science and Innovation, (MICINN), Spain

**referred to hereinafter as «the Partners».**

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**This MoU is a mutual statement of intention among the Partners. It is not intended to be, and shall not constitute in anyway, a binding or legal agreement, or impose any legal obligation or duty on any Partner. But the Partners agree to make all reasonable efforts to fulfil their intentions herein.**

## **Preamble**

The ERA-NET scheme is an innovative component of the European Union's Sixth Framework Programme providing funding to improve the cooperation and coordination of national research activities and thus strengthen the European Research Area (ERA).

Supported under the ERA-Net scheme, the MariFish network began its activities in January 2006. Members of the network aim to strengthen the links between European marine fisheries science and fisheries management.

MariFish work package 7 is looking at increasing multinational cooperation at a regional scale and aims to consider regional and/or topical thematic issues. It will achieve this through the development of five collaborative projects. The MariFish Steering Committee has agreed that the Mediterranean Sea is a suitable candidate for a collaborative regional project.

### **1 - Purposes**

The purpose of this Memorandum of Understanding, hereafter called MoU, are to facilitate:

- the identification of existing programmes and the planned programmes for **the next four years** by the different national institutes,
- the specification by the funding agencies of their requirements and priorities for research,
- the development of a transversal programme in this area to be applied to different species and different areas of the Mediterranean Sea, *as described in annex 4*,

This MoU also establishes the nature of the agreed collaboration in terms of resources shared and practical interactions between project participants.

### **2 -Geographical area**

This MoU relates to the ecosystem approach of fisheries management in the "Mediterranean Sea", including Western and Eastern Mediterranean.

The geographic areas and particularities for the pilot project execution are based on ongoing research projects in the member states, the existence of data time series from previous scientific work and the general research and scientific interests for all participating member states.

### **3- Commitments of participants**

- 3.1** All the MariFish members that are identified as "Partners" in this MoU have a major interest in fishing activities in the area and have signed this MoU,
- 3.2** Some other MariFish members interested in the development of the concept of regional collaboration in the area could be identified as "observers" and could signed this MoU. They could attend the Scientific Committee and the Joint Management Committee (*annex 1.*).
- 3.3** Other Mediterranean Countries, not members of MariFish, developing fishing research programme in the area, are encouraged to participate in the study (sign the MoU if they wish), as Associated Partners. They could attend the Scientific Committee and the Joint Management Committee (*annex 2.*).

#### 4- Principles

The principles of this MoU are the common interest of the Partners in combining national programmes in the Mediterranean Sea in order to :

- Develop innovative concepts :
  - avoid duplication,
  - share expertise,
- Contribute to the management of the same ecosystem with the same fish and shellfish stocks.
- Increase scientific cooperation by :
  - exchanging information on the national priorities, on a regular basis and through appropriate means,
  - mutual use of the facilities and instruments of each partner,
  - sharing the knowledge, the data, scientific cruises,
  - organizing workshops and symposia on topics of mutual interest.
- Exchange respective expertise in personnel including junior and senior scientists and technical experts.

The Partners have identified the national marine research organizations which will contribute to common research programmes through studies and expert assessments (*referred as «the Operators» in annex 3.*).

The Partners agree that funds will be made available in order to develop cooperation, to carry out the project meetings, to communicate regularly, to maintain systems, to exchange students etc as appropriate. Partners can contribute either financially or through the provision of infrastructures and/or resources.

Depending on requirements, the Partners accept the principle of a call that may be proposed by the management committee, to fund collaborative activities and possibly to propose research topics for thesis, post-doctorate or employment contract, and funding workshop facilities.

#### 5- Procedures

##### 5.1. Defining the topic

The Partners intend to develop a joint regional programme on the following topic :

**“Towards an ecosystem based approach for fisheries management in the Mediterranean: Essential fish habitats and their trophic interactions”** (*details are specified in annex 4.*).

##### 5.2. Management for the “Mediterranean” regional case study

###### 5.2.1 Joint Management Committee

The Partners agree on the creation of a Joint Management Committee to be chaired by Ifremer, as workpackage 7 leader and Partner 12, Greece (Ministry of Development, General Secretariat for Research and Technology GSRT).

This Committee is composed of two nominated representatives from each Partner and each Associated Partner (*1 manager and 1 scientist*).

The Joint Management Committee will be responsible for the coordination of the cooperation between the national programmes, and for the practical implementation of the MoU including :

- Inventory of the national programmes and associated budget at the national level,
- identify common approaches,
- endorse methodology proposed by the Scientific Committee
- facilitate access to data,
- encourage exchange of facilities used by each research group,
- adapt a common approach to :
  - the publication of research results,
  - the ownership of research output or possible intellectual or economic benefits (*in agreement with the rule 9 of this MoU*),
- develop procedures for exchange human resources between the different partners,
- monitor progress of the projects.

The members of the Joint Management Committee are assisted by Ifremer administration.

The management committee will meet one time a year and may be organized in conjunction with the scientific committee.

The Associated Partners may attend the Joint Management Committee. If funding is available, MariFish WP7 supports their attendances to the meetings.

The Observers may attend the Joint Management Committee on invitation. MariFish WP7 do not support their attendances to the meetings.

Under the MariFisfh workpackage 7 budget, funding has been allocated to cover all the operating costs of the Joint Management Committee until January 16, 2011. From January 16, 2011, each Partner shall bear all the costs for its participation in the Joint Management Committee.

### **5.2.2 Scientific Committee**

The Joint Management Committee agrees to the creation of a Scientific Committee to be chaired by Ifremer, as workpackage 7 leader and Partner 12, Greece (Ministry of Development, General Secretariat for Research and Technology GSRT).

This Committee is composed up to three scientists (nominated representatives) from each Partner and each Associated Partner.

The Scientific Committee will be charged with elaborating detailed plans for the Mediterranean project including:

- project goals, tasks, delivery calendar,
- facilitate access to large infrastructure,
- setting out action plans for interaction and partnership,
- budgetary requirement,
- description of staff involved and their roles in each project to enable exchanges of staff (including profile for exchange human resources & Research topics for student exchanges),
- reporting.

The Scientific Committee reports to the Joint Management Committee and after its agreement, the scientific Committee will implement the cooperation.

If necessary, the Scientific Committee will advise the Joint Management Committee on the scope and the content of any gaps which could be filled by a common call.

In any publication relating to this regional programme the coordination role of MariFish will be acknowledged.

The Scientific Committee will meet two times a year.

The Associated Partners may attend the Scientific Committee. If funding is available, MariFish WP7 supports their attendances to the meetings.

The Observers may attend the Scientific Committee on invitation. MariFish WP7 do not support their attendances to the meetings.

Under the MariFish workpackage 7 budget, funding has been allocated to cover all the operating costs of the Scientific Committee until January 16, 2011. From January 16, 2011, each Partner shall bear all the costs for its participation in the Joint Management Committee.

If extra meetings of the Scientific Committee are requested, these meetings will be in that case covered by the national expenses.

## **6 - Evaluation procedure**

The projects and overall programme will be evaluated by independent Scientific experts nominated by the Joint Management Committee with 3 sets of criteria: (1) the scientific aspects (2) the project management (3) the EU MariFish added value and mainly to ensure complementarities between national projects, to achieve the programme's thematic and regional goals and to issue a "label of excellence MariFish".

The result of the review is presented during a session involving the partners and the main investigates.

A mid-term review may be considered, and a final evaluation must take place about three months before the official termination of the MariFish project in 2011.

## **7 - Funding Model**

At the time of signing the MoU, this collaborative project has no plans to conduct a joint call for new research.

Each Partner will apply for funding at various regional, national, european and international institutions.

If necessary, under the MariFish Work Package 7, the funding provided for joint calls would involve the 'juste retour' principle whereby funding is provided to the research organisation of the origin country.

## **8 - Duration - Renewal**

This MoU shall enter into force on the date of signature of the MariFish Partners. It shall remain in force for four years, unless terminated by the individual Partners giving other Partners at least six months written advance notice of its intention to terminate this MoU.

This MoU may be extended or amended by mutual agreement of the Partners.

## **9 – Intellectual Property Rights**

The ownership, protection, use, dissemination and access rights relating to knowledge arising from this collaborative programme are as set out in PART C “Intellectual Property Rights” of ANNEX II “General Conditions” of the MariFish Contract, No 025989 (ERAC).

## **10 – Confidentiality and publication**

In the framework of this MoU the Partners undertake to apply the provisions relating to confidentiality and publication defined in Article 9 “Confidentiality and Publication” of the MariFish Consortium Agreement dated 5 December 2005.

## **11. Miscellaneous provisions**

### **11.1. Entire agreement**

This MoU, the Consortium Agreement, the EC Contract and any subsequent when such apply, addendum and any complementary contract(s), shall constitute the entire agreement among the Partners in respect of MariFish, and supersede all previous negotiations, commitments and documents concerning MariFish.

### **11.2. Controlling provisions**

In case of inconsistencies between the contractual provisions signed by the Partners in connection with this Project, the provisions of the EC Contract and Consortium agreement shall prevail over those of this MoU, which shall themselves prevail over any special contract or agreement signed for its application.

### **11.3. Language**

This MoU is drawn up in the English language, which shall govern all documents, notices and meetings, for its application and/or extension or in any other way relative thereto.

### **11.4. Settlement of disputes**

All disputes or differences arising from this MoU which cannot be amicably resolved by the Joint Management Committee shall be submitted to the MariFish Steering Committee for arbitration and resolution.

### **11.5. Amendments**

Amendments or changes to this MoU shall be valid only if made in writing and signed by any and all of the Partners.

### **11.6. General provisions relating to termination**

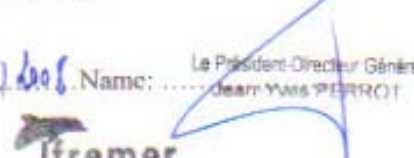
The provisions of this MoU relating to liability, confidentiality, intellectual property rights and publications shall survive the term or termination of this MoU for any reason whatsoever to the extent needed to enable the Partners to pursue the rights and remedies provided for therein.

For the avoidance of doubt, termination or withdrawal shall not affect any rights or obligations incurred prior to the date of the termination.

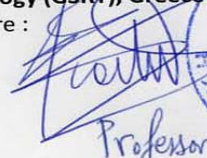
**“The Partners” :**


Signed on behalf of :  
French Research Institute for Exploitation of the  
Sea (Ifremer), France

Date: 11/09/2008 Name: Le Président-Directeur Général  
Jean-Yves PÉRROT


Signature:   
Ifremer  
INSTITUT FRANÇAIS DE RECHERCHE  
POUR L'EXPLOITATION DE LA MER

Signed on behalf of :  
Ministry of Development, General  
Secretariat for Research and  
Technology (GSRT), Greece

Signature:   
Name : Professor Philippos Tsalidis  
Date : 22/9/08



Signed on behalf of :  
The Ministry of Science and  
Innovation, (MICINN), Spain

Signature: 

Name : Prof. Dr. F. Garcia-Ochoa  
Date : 17/10/2008

## Annex 1.

- Other MariFish members that have an interest in the development of the concept of regional collaboration in the area :

*Signed on behalf of :*

The Research Promotion Foundation,

Cyprus

Signature :



Name : **ACHILLEAS PATZINAKOS**

Date : **29/09/08**

referred as «Observers».

## Annex 2.

- The partners agreed to extend the cooperation by involving the Mediterranean countries, not members of MariFish, interested in the management and development of a common research programme in the area:

referred as «the Associated Partners».

- At present (June 2008), no Mediterranean countries, not members of MariFish, are «the Associated Partners». Italy and Croatia have been positively contacted.

## **Annex 3.**

**At present, the following National Institutes are interested in the implementation of the projects :**

- French Research Institute for Exploitation of the Sea (IFREMER), France
- Hellenic Centre for Marine Research (HCMR), Greece
- Spanish Institute of Oceanography (IEO), Spain

**referred as «the Operators».**

## Annex 4.

The Partners intend to develop a joint regional programme titled : **Towards an ecosystem based approach for fisheries management in the Mediterranean: Essential fish habitats and their trophic interactions.**

**The following research actions will be addressed within the project. Each partner will contribute to their achievement and each action will be lead by a specific Partner.**

**Essential fish habitats:** Mapping key spawning areas, habitat mapping of feeding and nurseries areas of exploited fish population. Identify refuges and key areas to be used for the implementation of Marine Protected Areas (MPA).

- Large pelagic fish, such as bluefin tuna, albacore and swordfish (France and Greece):  
Habitat mapping of the abundance of the fish will be achieved in relation with environmental condition. Evaluating catches by area needs to have access to VMS data. Tagging experiments developed by each country will be put together in the same common data base. This work will be done in strong partnership with the ICCAT secretariat.
- Small pelagic fish, such as anchovy and sardine (Greece and Spain) :  
The abundance of small pelagics is estimated by acoustic methodology. Mapping of the habitat of small pelagics will be achieved in relation to environmental conditions. Habitat mapping will be based on a presence absence approach at different periods of the year.
- Demersal fisheries (France) :  
The data will come from the Medits and it is underlined that there is no access to the data from some UE countries.  
The previous coordinator of Medits will be in charge to build this common access data base. In case of difficulties, the WP7 leader will address a letter to DG MARE to facilitate this task.
- The environmental condition (France) :  
They will be obtained using comprehensive remote sensing data's on the whole Mediterranean.  
CLS will provide conditions to access to this type of data.

**Trophic interactions:** Understanding trophic interactions of key Mediterranean food webs and its implications on fish condition and contamination.

- Trophic relationships (France) :  
An inventory of the different laboratories or teams very often from Universities will be addressed with the different techniques such as stomach content, mass spectrometry, and analysis contaminants as tracers.  
The modeling approach will be identified to address the following topics:
  - impact of climate change on the trophic web and consequences for recruitment or juvenile survival
  - effect of accumulation of pollutants from phytoplankton to top predators