

LETTER OF AGREEMENT
BETWEEN
THE MINISTRY OF ENVIRONMENTAL PROTECTION AND AGRICULTURE OF GEORGIA
AND
THE FOOD AND AGRICULTURE ORGANIZATION OF THE UNITED NATIONS ON
BEHALF OF
THE GENERAL FISHERIES COMMISSION FOR THE MEDITERRANEAN
REGARDING
THE PROJECT: "TECHNICAL ASSISTANCE TOWARDS RESPONSIBLE FISHERIES AND
SUSTAINABLE AQUACULTURE"
IN THE CONTEXT OF THE GFCM MID-TERM STRATEGY (2017-2020) TOWARDS SUSTAINABLE
FISHERIES IN THE MEDITERRANEAN AND THE BLACK SEA

1. Introduction

Whereas the Ministry of Environmental Protection and Agriculture of Georgia (hereafter referred to as "the Ministry") is actively involved in the conservation and management of marine living resources of the Black Sea, including in the context of the implementation of provisions of the EU-Georgia Association Agreement, in particular with reference to the obligation to cooperate with and within relevant Regional Fisheries Management Organizations as widely as possible (Article 234 refers);

Whereas the General Fisheries Commission for the Mediterranean (hereafter referred to as "GFCM") is the Regional Fisheries Management Organization established in 1949 under Article XIV of the Constitution of the Food and Agriculture Organization of the United Nations (FAO) with the aim of, *inter alia*, promoting the development, conservation, rational management of living marine resources, including marine ecosystem where they are found, and of favoring the sustainable development of aquaculture and has a mandate over the Mediterranean Sea and the Black Sea. It undertakes its mandate through subsidiary bodies and thematic working groups which facilitate the implementation of agreed policies and activities, as coordinated by its Secretariat;

Noting the Ministry of Environmental Protection and Agriculture of Georgia and FAO on behalf of the GFCM (hereafter referred to as "the Parties") have agreed to cooperate in implementing selected activities through the provision of technical assistance towards responsible fisheries and sustainable aquaculture, within the remit of the "Mid-term strategy (2017-2020) towards sustainable fisheries in the Mediterranean and the Black sea" (hereafter referred to as "the Strategy");

Considering that the Agreement for the establishment of the General Fisheries Commission for the Mediterranean including its Annex refers to the role of the Commission in promoting responsible fisheries and sustainable aquaculture, including through technical assistance;

Recalling that the Strategy was endorsed by the Commission at its fortieth session (Malta, May 2016) with a view to enhancing, amongst others, the role of the GFCM in building capacity, including at sub-regional level, under Target 5, and a progress report on its implementation is provided every year at the GFCM regular session;

Having the Ministry a keen interest in undertaking activities envisaged in the Strategy;

The Parties agree to collaborate with a view to contribute to responsible fisheries and sustainable aquaculture in the Black Sea, including in support of national priorities of Georgia, which is committed to coordinate within the remit of the GFCM; and

The Parties further agree that the costs related to the activities stemming from the Objectives of this Letter of Agreement, as listed below under section 2, will be borne by the GFCM through in kind contributions contributing to the implementation of the Objectives foreseen under section 2.

2. Objectives

Technical assistance shall be provided by the GFCM to the Ministry under this Letter of Agreement for the execution of the following activities:

1. Supporting the participation of national experts of Georgia in relevant GFCM meetings;
2. Contributing to improve the national data collection system of Georgia in light of applicable GFCM requirements;
3. Fighting against IUU fishing through adequate control and monitoring systems;
4. Supporting efforts towards the development of marine aquaculture;
5. Updating and harmonizing Georgian national legislation in light of relevant GFCM and EU requirements in the field of fisheries.

3. General Conditions

3.1 GFCM will be responsible for the execution of the activities stated under section 2. The execution of these activities will take place during the period starting from the entry into force of this Letter of Agreement to the 31/12/2019. The details relating to the execution of the activities, including the timing, will be jointly determined by the Parties by electronic means.

3.2 The Parties agree that a narrative report is required at the end of the execution of the activities in order to detail the work that was done and how that proved beneficial to the Ministry. This report will be jointly prepared by the Parties.

3.3 The costs for undertaking the activities listed in section 2, including time of the GFCM Secretariat, duty travel costs, meeting expenses, salaries and emoluments of FAO's personnel, equipment, software and IT, general operating expenses will be borne by the GFCM through in-kind contributions. None of the Parties will incur any additional commitment or expense on behalf of the other.

3.4 The expenditures will be incurred in line with FAO rules and procedures, including GFCM rules and procedures.

3.5 The Ministry shall take all necessary measures to facilitate the execution of the activities set forth in section 2, and to assist FAO personnel in obtaining such services and facilities as they may require to fulfil their tasks.

3.6 Designation of the Responsible Officer for the Ministry: Mr. Nodar Kereselidze, First Deputy Minister of Environmental Protection and Agriculture of Georgia, Ministry of Environmental Protection and Agriculture of Georgia, Marshal Gelovani Ave.6, Tbilisi, 0159, Georgia, is designated the officer responsible for the management of this Letter of Agreement on behalf of the Ministry.

3.7 Designation of GFCM Responsible Officer: Mr Abdellah Srour, GFCM Executive Secretary, GFCM HQ, Palazzo Blumenstihl, Via Vittoria Colonna 1, 00193 Rome, Italy, is designated the officer responsible for the management of this Letter of Agreement on behalf of GFCM.

3.8 Intellectual Property Rights: All intellectual property rights, including copyright, in the outputs produced under this Letter of Agreement are vested in FAO, including, without any limitations, the right to use, publish, translate, sell or distribute, privately or publicly, any item or part thereof. Neither Party nor its respective personnel will communicate to any other person or entity any confidential information made known to it by FAO nor will they use this information for private or corporate advantage. This provision will survive the expiration or termination of this Letter of Agreement.

3.9 This Letter of Agreement is not subject to payment by FAO of any levies, taxes, registration duties or any other duties or charges whatsoever.

3.10 The Ministry shall deal with any claims brought by third parties against FAO, its personnel or other persons performing services on its behalf in connection with the Letter of Agreement, except when it is agreed by FAO and the Ministry that such claims arise from gross negligence or willful misconduct of such persons.

3.11 Applicable law: The present Letter of Agreement shall be governed by general principles of international law.

3.12 Privileges and Immunities: The Ministry shall apply to FAO, its property, funds and assets, its officials and to the persons performing services on its behalf in connection with this Letter of Agreement the provisions of the Convention on Privileges and Immunities of the Specialized Agencies, 1947, to which Georgia acceded on 18 Jul 2007. Nothing in this Letter of Agreement or in any document relating thereto, shall be construed as constituting a waiver of privileges or immunities of FAO, or as its acceptance of the jurisdiction of the courts of any country over disputes arising out of this Agreement.

3.13. Dispute Resolution: Any dispute between the Parties concerning the interpretation and the execution of the activities, or any document or arrangement relating thereto, shall be settled by negotiation between the Parties. Any differences that may not be settled in this manner shall be brought to the attention of the executive heads of the two Parties (respectively of the Ministry and FAO) for final resolution.

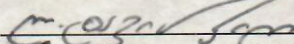
3.14 The Letter of Agreement may be amended or terminated by mutual consent. Termination shall take effect 30 days after receipt by either Party of written notice of termination from the other Party. In the event of termination, the obligations already assumed by the Ministry shall remain in force to the extent necessary to permit orderly withdrawal of the funds and assets of FAO, and of personnel performing services on its behalf.

3.15 The Letter of Agreement shall enter into force upon signature by both Parties and its implementation shall end on 31/12/2019.

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Signed on behalf of the Government of Georgia:

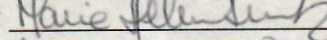
Signature: 

Date: 12/02/2018

Mr. Levan Davitashvili

Minister of Environmental Protection and
Agriculture of Georgia

Signed on behalf of FAO/GFCM:

Signature: 

Date: 12-02-2018

Ms. Maria Helena M. Semedo

Deputy Director-General Climate and
Natural Resources