



INTERGOVERNMENTAL OCEANOGRAPHIC COMMISSION
(of UNESCO)

Fifty-third Session of the Executive Council
UNESCO, Paris, 3–9 February 2021

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INTERGOVERNMENTAL OCEANOGRAPHIC COMMISSION OF UNESCO (IOC)
AND
THE INDIAN OCEAN RIM ASSOCIATION (IORA)

Information

The purpose of the proposed MoU between the Indian Ocean Rim Association (IORA) and UNESCO-IOC is to collaborate in the organization of joint capacity development activities in the context of specific events organized by the IOC of UNESCO or by IORA, with a view to develop capacity in ocean science and its applications, including in the domain of Blue Economy, for their Member States.

The Draft MOU presented to the Executive Council, in line with the IOC status as a body with functional autonomy within UNESCO, is undergoing an extensive review by the relevant services of respective organizations. In accordance with Article XI.1 of UNESCO's Constitution, which requires that formal arrangements with specialized intergovernmental organizations and agencies be subject to the approval of UNESCO's Executive Board, the Draft MOU will be presented to the Spring or Autumn 2021 session of the Board, prior to signature.

1. **Considering** that the Intergovernmental Oceanographic Commission of UNESCO (IOC of UNESCO), established in 1960 as a body with functional autonomy within UNESCO, promotes international cooperation and coordinates programmes in research, services and capacity-development, in order to learn more about the nature and resources of the ocean and coastal areas and to apply that knowledge for the improvement of management, sustainable development, the protection of the marine environment, and the decision-making processes of its Member States; and

Background

2. **Building** on the activities undertaken by the IOC of UNESCO and by IORA, (hereafter called a Party or collectively, the Parties), to promote capacity development for their Member States in Blue Economy and ocean science and its applications, this Memorandum of Understanding aims at providing a framework for future joint cooperation.

Principles

The Parties enter into this Memorandum of Understanding following the principles that are founded in respect and mutual goodwill and accord each other all reasonable cooperation and assistance as may be expected.

Objective of cooperation

By this Memorandum of Understanding, the Parties agree to collaborate in the organization of joint capacity development activities in the context of specific events organized by the IOC of UNESCO or by IORA, with a view to develop capacity in ocean science and its applications, including in the domain of Blue Economy, for their Member States.

The IOC of UNESCO actions will be guided by its Capacity Development Strategy 2015-2021 (IOC/INF-1332, September 2015) (<http://www.ioc-cd.org/>) and coordinated by the IOC Capacity Development Coordinator, based at the UNESCO/IOC Project Office for IODE (International Oceanographic Data and Information Exchange Office), Ostend, Belgium.

IORA's actions will be guided by its five-year Action Plan (2017-2021) adopted by the Leaders' Summit held in Jakarta, Indonesia, on 7 March 2017 and coordinated on behalf of its Member States by its Secretariat, Mauritius.

Areas of cooperation

Within the framework of this Memorandum of Understanding, the IOC of UNESCO and IORA will collaborate according to their respective available capacities and resources to facilitate capacity development for their Member States focusing on the following areas of cooperation:

1. Sharing of information and data on emerging ocean science issues and related Blue Economy topics;
2. Development of Marine Scientific Research and management policies;
3. Development and implementation of early warning systems with regard to ocean-related calamities;
4. Joint capacity development programmes on ocean data management, healthy ocean ecosystem and sustained ecosystem services, marine spatial planning,

ecosystem-based management, ocean literacy, coastal zone management, adaptation to and mitigation of climate change and disaster risk management, and any other topics related to Marine Scientific Research and development, observations and services;

5. International research and operational service-oriented marine programmes;
6. Discovery, management, exchange of and access to marine data and information; and
7. Capacity development to manage marine research and observation, data and information, including capacity development needs assessments and the possibility of developing a regional hub of the Clearing House Mechanism for the Transfer of Marine Technology (CHM/TMT).

The essential model for collaboration to achieve the objectives will be as follows:

- a) IOC of UNESCO to enable Member States to engage in programmes and activities that IOC facilitates and runs within and/or relevant to the Indian Ocean rim (or links to in the case of partner organizations) by making IORA aware of opportunities, facilitating interest and applications for participation, and engaging IORA in seminal planning exercises relevant to IORA's priorities. Examples could include:
 - Assistance to IORA to build the necessary national and institutional capacity in ocean data and information management (and development of products) through the IODE programme (and its Ocean Biogeographic Information System);
 - Invitation to IORA to participate in project planning workshops, conferences and other activities that contribute to coordinated actions in the IORA geographic scope area.
- b) IORA to have the principal role of sourcing underpinning resources to enable its own constituents to participate in the activities and programmes, noting that:
 - In many cases, the programme and activities will have the underpinning local logistical support of the institutions or nations that host various activities and exercises, requiring participants to be self-supporting for travel and in certain instances also accommodation (e.g. such as available through IOC affiliated national and/or regional training centres); and
 - In many cases, training, education and related capacity development opportunities will already be designed and available in many areas that align with above-mentioned areas of cooperation (such as through the IODE OceanTeacher Global Academy and other IOC-affiliated regional training centres).

Furthermore, and in order to provide enhanced institutional links and liaison in response to this Memorandum of Understanding, IORA and IOC of UNESCO will work together across their secretariats to:

- Facilitate IORA obtaining observer status to the IOC Assembly in accordance with the applicable statutory texts;
- Facilitate IORA observer status to relevant IOC programmes and technical subsidiary bodies (such as IODE and GOOS) and regional subsidiary bodies (such as IOCAFRICA, WESTPAC and IOCINDIO), in accordance with the applicable statutory texts;
- Invite IORA to participate in specific projects, where relevant within the IORA geographic focus region;

- Promote collaboration and encourage Member States to participate in activities under the Second International Indian Ocean Expedition;
- Develop a joint work plan that aims to align with the mutual objectives and priorities of IOC of UNESCO and IORA in respect to Blue Economy.

The implementation of any specific activity, programme or project under this Memorandum of Understanding, including their financing, will be subject to a written agreement between the Parties, in accordance with their respective rules, regulations and procedures.

Notification

The contacts for communication between the Parties are:

For the Intergovernmental Oceanographic
Commission (IOC) of UNESCO

For the Indian Ocean Rim Association
(IORA)

Peter Pissierssens, Head, UNESCO/IOC
Project Office for IODE

Dr Gatot Hari Gunawan, Director, IORA
Secretariat

Nick D'Adamo, Senior Programme Specialist,
UNESCO/IOC Perth Programme Office

Dr Shamimtaz 8. Sadally, Project Manager
(Blue Economy), IORA Secretariat

Duration

This Memorandum of Understanding will enter into effect on the date of signature by both Parties for the duration of five years, with the ability to prolong the term through consideration and written agreement by the two Parties. This Memorandum of Understanding may be terminated by either Party with six months' written notice to the other Party.

Final provisions

Neither Party shall use the name, acronym or official logo of the other Party, or any abbreviation of the name of the other Party, for advertising or any other purposes, unless authorized in writing.

Nothing in or relating to the present Memorandum of Understanding will be deemed a waiver of any of the privileges and immunities of the IOC of UNESCO.

All disputes arising out of or in connection with the present Memorandum of Understanding shall be settled by mutual understanding. However, if no amicable settlement can be arrived at, any dispute shall be arbitrated according to the rules defined by UNCITRAL (United Nations Commission on International Trade Law).

In witness whereof, the Parties, each acting through its duly authorized representative, have signed this Memorandum of Understanding in two (2) originals in the English language.

For the Intergovernmental Oceanographic
Commission (IOC) of UNESCO

For the Indian Ocean Rim Association
(IORA)

Dr Vladimir Ryabinin
IOC Executive Secretary

Ambassador Dr Nomvuyo N. Nokwe
Secretary General of IORA

Date and place of signature:

Date and place of signature: