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Meeting of the MAP Focal Points

Athens, Greece, 16-19 September 2025

Agenda Item 5: Specific Matters for Consideration and Action by the Meeting, including Draft Decisions

Draft Decision 27/2: Governance

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UNEP/MAP
Athens, 2025

Note by the Secretariat

1. The issues addressed in this draft Decision stem inter alia from the governance-related Decisions adopted at previous Meetings of the Contracting Parties (COP), as described below. This draft Decision has been prepared by the Secretariat in close cooperation with and with the guidance of the Bureau of the Contracting Parties to the Barcelona Convention, at its 95th (Ljubljana, Slovenia, 3-4 April 2024), 96th (Cairo, Egypt, 19-20 November 2024) and 97th (Evia, Greece, 1-2 July 2025) meetings. This note refers to each governance-related issue separately, for ease of reference.

a) Memoranda of Understanding (MoUs)

2. During the biennium 2024-2025, the Secretariat promoted new partnerships. To this end, two new Memoranda of Understanding (MoU) were prepared to strengthen the already existing collaboration. The MoUs have been prepared with: (a) the Centre for Environment and Development for the Arab region and Europe (CEDARE) (former MAP Partner) and (b) the MedCities (current MAP Partner and MCSD Member).

3. The two MoUs are included in Annexes I and II of the present draft Decision.

b) MAP Partners

4. In accordance with Article 17 of the Barcelona Convention, and as per the COP 23 (Portoroz, Slovenia, December 2023) Decision IG.26/2 on Governance (Annex V: MAP PARTNER POLICY), the Secretariat has received and assessed seven new applications from non-governmental organizations (NGOs) for accreditation as MAP Partners. Following the draft Secretariat proposal and the decision of the Bureau on the accreditation these applications are submitted to the MAP Focal Points for consideration and endorsement, namely:

- Mediterranean Youth Foundation for Development
- Banlastic Egypt
- European Public Law Organization (EPLO)
- Association for Protection of Environment and Sustainable Development of Bizerte (APEDDUB)
- Seas at Risk
- Conference of Peripheral Maritime Regions of Europe InterMediterranean Commission (CPMR)
- BETA Technological Centre of the University of Vic-Central University of Catalonia (BETA TC)

5. The detailed MAP Partner Applications Evaluation Tables, as submitted to the three Bureau meetings of the biennium, are presented in Information Document UNEP/MED WG.620/Inf.12.

c) Updated Constitutive Documents of the Mediterranean Commission on Sustainable Development (MCSD)

6. COP 19 (Athens, Greece, February 2016) adopted/approved Decision IG.22/17” the Updated MCSD Constitutive Documents” (i.e. MCSD Rules of Procedure; MCSD Terms of Reference; and MCSD Composition),

7. COP 22 (Antalya, Türkiye, December 2021) through Decision IG.25/3 decided to “Endorse the MCSD’s recommendation to adjust paragraph 9.II. of the MCSD Composition in the MCSD Constitutive Documents (Decision IG.22/17), so that the mandate of the MCSD Members under the

group of parliamentarians may be renewable for more than one additional term taking into consideration the need for rotation and for geographical balance to the extent possible, and request[ed] the Secretariat to reflect this amendment in the MCSD Constitutive Documents (Decision IG.22/17)”,

8. COP 23 (Portorož, Slovenia, December 2023) through Decision IG.26/2 on Governance adopted the MAP Partner Policy (in its Annex VI) which replaced the previous one adopted at COP 16 (Marrakesh Morocco, 3-5 November 2009) through Decision IG.19/6 on “MAP/Civil society cooperation and partnership”. The MCSD Constitutive documents refer to the old policy (as per Decision IG.19/6 on “MAP/Civil society cooperation and partnership”) and this reference needs to be replaced with a reference to the new MAP Partner Policy adopted at COP23.

9. The 21st MCSD Meeting (Corinth, Greece, 24-26 June 2025) agreed to recommend to COP 24 the expansion of the category of the Non-Contracting Party Members of the MCSD for including regional and sub-regional organizations of women and youth working in the field of environment and sustainable development that meet the criteria of MAP Partnership in line with the relevant COP Decisions, bringing the total number of the MCSD Members to 42.

10. The updated MCSD Constitutive Documents reflecting the above suggested changes (**in yellow highlight, bold and strikethrough**, for ease of reference) are included in Annex III to this decision.

d) *Renewed Non-Contracting Party Membership of the MCSD*

11. Based on the COP19 Decision IG.22/17 on the Reform of the Mediterranean Commission on Sustainable Development (MCSD) and Updated MCSD Constitutive Documents, the Contracting Parties, MCSD Members and the Secretariat (in consultation with UNEP/MAP Components, as appropriate) may nominate Members of the Commission, other than those representing the Contracting Parties, based on written expressions of interest, criteria and modalities provided for in Decision IG.19/6 on “*MAP/Civil society cooperation and partnership*”. The Decision equally defines the general selection criteria that will apply. While the 22 Contracting Parties are permanent MCSD Members, based on paragraph 9. II. of the Composition of the MCSD of Decision IG.22/17, the mandate of the Members representing six groups of stakeholders, namely Local Authorities, Socio-economic Stakeholders, Non-Governmental Organizations, Scientific Community Group, Intergovernmental Organizations and Parliamentarians covers two biennia and is renewable for one additional term. Eleven MCSD Members will have completed three consecutive mandates by COP 24 (Cairo, Egypt, 2-5 December 2025).

12. The 21st MCSD Meeting, preceded by the 26th MCSD Steering Committee Meeting (Corinth, Greece, 23-26 June 2025) concluded to recommend the following candidates for the consideration of the COP24:

- Local authorities Group
 - a. Conference of Peripheral Maritime Regions (CPMR)
 - b. Fispmed Network, Sustainable development and the fight against poverty in the Mediterranean and the Black Sea (FISPMED)
- Socio-economic Group
 - a. Euro-Mediterranean Economists Association (EMEA)
 - b. UNIVERDE Foundation
- NGOs Group
 - a. Arab Network for Environment and Development (RAED)

- b. Worldwide Fund for Nature - Mediterranean (WWF-MED)
- c. Oceanographic Institute of Monaco
- IGOs Group
 - a. Centre for Environment and Development for the Arab Region and Europe (CEDARE)
 - b. Union for the Mediterranean (UfM) (to be confirmed)
- Parliamentary Group (Renewal of mandates for 4 years)
 - The Circle of Mediterranean Parliamentarians on Sustainable Development (COMPSUD)
 - The Parliamentary Assembly of the Mediterranean (PAM) .

13. The proposed updated membership is reflected in Annex IV to this decision.

e) 50/30 years Anniversary of MAP/Post-Rio Barcelona Convention at UNOC-3

14. The Third UN Ocean Conference (UNOC-3) has provided a significant occasion for the Mediterranean region, as ministers and high-level representatives gathered to commemorate 50 years of the UNEP Mediterranean Action Plan and 30 years since the Post-Rio Barcelona Convention, during the Mediterranean high-level event organized jointly by the Government of Slovenia and UNEP/MAP, on 10 June 2025. UNEP Executive Director Ms. Inger Andersen and Slovenia's Minister of Natural Resources and Spatial Planning, H.E. Jože Novak, led the opening remarks, emphasizing the significance of this milestone for Mediterranean environmental cooperation. Thirteen Ministers and Deputy Ministers participated at the event, which featured two insightful panel discussions:

15. The event concluded with a Ministerial Declaration, which was prepared through a dedicated working group of Contracting Parties led by France, reaffirming the common commitment to the protection and preservation of our Mediterranean Sea, an invaluable common good, as a regional contribution to the global efforts aiming at achieving SDG14. The declaration was presented at UNOC-3 for broader international dissemination and is Annexed to the Progress Report by the Secretariat on the Activities Carried Out during the 2024-2025 Biennium (document UNEP/MED WG.620/3).

f) Common Operational Principles for MAP Component

16. COP 23, through Decision IG.26/14 on Programme of Work and Budget for 2024-2025, requested the Secretariat "to undertake with no budgetary implications, an internal evaluation in order to assess the coherence of the MAP system to the provisions of the *"Common Operational Principles for MAP Components"*, as adopted by COP 22 Decision IG. 25/3. The Secretariat initiated the relevant work in the beginning of 2024. A summary analysis was prepared of the existing situation of MAP Components, based on a Questionnaire filled by all RACs.

17. The 96th Bureau meeting has asked the Secretariat *"to initiate the discussion with host countries of RACs (REMPEC not included) to explore ways and means to have harmonized approaches on issues such as the recruitment of consultants and the organization of meetings, by taking into consideration the previous relevant COP decisions, including on the Common Operational Principles for MAP Components, and provide information at the next Bureau meeting"*. Meetings have taken place with Spain (Barcelona, Spain, 28 March 2025) in relation to SCP/RAC, with Italy (online, 23 April 2025) in relation to INFO/RAC, with France (online, 30 April 2025) in relation to Plan Bleu/RAC, and with Croatia (online, 16 June 2025) in relation to PAP/RAC.

18. Consultations took place with UNEP Headquarters which, after examining the existing Host Country Agreements (HCA) with PAP/RAC and SPA/RAC, noted that HCAs would be inappropriate

in the case of RACs and instead proposed a tailor-made agreement “bespoke agreement” that can have the form of a Framework Cooperation Agreement (FCA) to be concluded between UNEP and the concerned government that should reflect the roles and responsibilities between UNEP and the government regarding these national institutions, in light of the decisions made by the COPs.

19. An operative paragraph is included in the present draft Decision to this aim, while the assessment of information collected by the Secretariat in relation to the operation of the RACs is included in Information Document UNEP/MED WG.620/Inf.13.

g) *Plan of Action for a model Mediterranean Sea (PAMEx)*

20. The UNEP/MAP Coordinating Unit has been hosting PAMEx Secretariat since its setting up in 2022. PAMEx Secretariat has the mandate to contribute to and participate in UNEP/MAP's strategic and other processes. This materializes in the annual PAMEx Programme of Work (PoW), implementing its four axes, namely marine biodiversity, sustainable fisheries, marine pollution and in particular plastics, and sustainable maritime transport. Greece holds the Presidency of the Steering Committee of PAMEx since October 2024. The PAMEx PoW 2025 adopted by the 4th Steering Committee of PAMEx on 6-7 March 2025 comprises 11 activities, of which the organization of a session on the implementation of the Kunming-Montreal Global Biodiversity Framework Target 3 and the reviving of the Task Force on plastic depollution that was operating in 2023. The proposed Decision includes provision for strengthening the collaboration with PAMEx.

h) *Mediterranean Coast Day as a United Nations International Observance of Coast Day*

21. The proposal to designate Mediterranean Coast Day as a United Nations International Observance of Coast Day is included as a flagship initiative under the Mediterranean Strategy for Sustainable Development (MSSD), aiming to elevate global awareness and political commitment to sustainable coastal management. The initiative seeks to engage stakeholders at all levels—local, national, regional, and international—while showcasing the leadership of UNEP/MAP on the occasion of its 50th anniversary.

22. Mediterranean Coast Day, observed annually on 25 September since 2007, commemorates the first ratification of the ICZM Protocol by Slovenia and serves as a regional platform to promote the sustainable use and preservation of coastal zones. Coordinated by PAP/RAC in partnership with UNEP/MAP and its Components, the observance contributes to the implementation of the ICZM Protocol and the broader objectives of the Barcelona Convention. The celebration pursues three strategic objectives:

- Raise awareness of the ecological, economic, and cultural value of coastal zones, and foster public and political support for their long-term protection.
- Promote integrated and sustainable coastal management by reinforcing institutional commitments and encouraging coordinated action among Contracting Parties and partners.
- Empower new generations to take an active role in coastal stewardship through targeted outreach, knowledge-sharing, and youth engagement.

23. Each year, a Contracting Party hosts the regional celebration, with complementary activities organized across the Mediterranean by governments, civil society organizations, MAP Partners, and other stakeholders. Themes addressed to date—ranging from coastal urbanization and aquifer protection to sustainable tourism, resilience, and youth perspectives—have catalyzed policy dialogue and regional cooperation. To enhance visibility and outreach, the initiative appoints high-profile figures as Ambassadors for the Coast—including writers, artists, athletes, and public officials—who advocate for sustainable coastal policies and represent the initiative at key events.

24. Recognizing Mediterranean Coast Day as an official UN International Observance would underscore the global relevance of integrated coastal planning and management. It would also enhance synergies with ongoing UN frameworks and initiatives related to ocean governance, climate resilience, and biodiversity protection. This designation would significantly contribute to the implementation of SDG 14 and mobilize collective action to safeguard coastal areas for present and future generations globally.

25. The implementation of this Decision is linked to all Outcomes of the Foundational Programme 5 on “Governance” of the MTS and of the proposed Programme of Work 2025-2026. It has budgetary implications on MTF and external resources, reflected in the proposed budget.

26. This proposed Decision and its Annexes are hereby submitted to the Meeting of the MAP Focal Points (Athens, Greece, 16-19 September 2025) for consideration and possible transmission to the 24th Meeting of the Contracting Parties (COP24, Cairo, Egypt, 2-5 December 2025).

Draft Decision IG.27/2

Governance

The Contracting Parties to the Convention for the Protection of the Marine Environment and the Coastal Region of the Mediterranean (Barcelona Convention) and its Protocols at their 24th Meeting,

Welcoming the outcome document of the 2025 United Nations Ocean Conference (UNOC-3) entitled “Our ocean, our future: united for urgent action”, reaffirming the strong global commitment to conserve and sustainably use the ocean, seas and marine resources and reconfirming the need to strengthen the role of regional seas conventions and action plans,

Being inspired by the high-level celebration of the anniversary of the 50 years of the UNEP/Mediterranean Action Plan and the 30 years of the Post-Rio Barcelona Convention, in UNOC-3, on 10 June 2025, as a strong sign of renewed commitment of the Contracting Parties, as reflected in their Ministerial Declaration,

Noting with appreciation Resolution 6/15 adopted by the United Nations Environment Assembly on 1 March 2024, on strengthening ocean efforts to tackle climate change, marine biodiversity loss and pollution,

Recalling also the United Nations General Assembly resolution 67/296 of July 2022, entitled “Our Ocean, Our future, Our responsibility”,

Considering Decision IG.17/5 on the governance of the Mediterranean Action Plan Barcelona Convention system, adopted by the Contracting Parties at their 15th Meeting (COP 15, Almeria, Spain, 15-18 January 2008) and Decision IG.19/6 on the Mediterranean Action Plan Civil Society Cooperation and Partnership, adopted by the Contracting Parties at their 16th Meeting (COP 16, Marrakesh, Morocco, 3-5 November 2009),

Considering also Decisions IG.25/3 and IG.26/2 on Governance, adopted by the Contracting Parties at their 22nd (COP 22, Antalya, Türkiye, 5-8 December 2021) and 23rd (COP23, Portorož, Slovenia, 5-8 December 2023) Meetings respectively,

Recalling Decision IG.22/17 on the Reform of the Mediterranean Commission on Sustainable Development (MCSD) and Updated MCSD Constitutive Documents that has adopted the Composition of the MCSD and its terms of reference as an advisory body to the Contracting Parties,

Taking note of the report of the 21st Meeting of the MCSD (Corinth, Greece, 24-26 June 2025),

Expressing appreciation to the four lead countries - France, Spain, Slovenia and Egypt - and to the Secretariat for the excellent organization of the high-level event for the anniversary of the 50 years of UNEP/MAP and the 30 years of Post-Rio Barcelona Convention held at the Third United Nations Ocean Conference (UNOC-3, Nice, France, 9-12 June 2025) with the participation of the Executive Director of UNEP and the high-level participation from many Contracting Parties,

Stressing the effective and substantial progress made in the strengthening of regional cooperation and enhanced coordination in supporting the implementation of the Barcelona Convention and its Protocols, the Mediterranean Strategy for Sustainable Development and other decisions of the Contracting Parties, and *highlighting* the need to continue work in that direction by inter alia enhancing regional synergies and complementarities, with the view to maximizing the effective and efficient use of resources and enhancing impacts on the ground,

Recalling the Plan of Action for a Model Mediterranean Sea by 2030 (PAMEx), as a multi-partner collective initiative, and its priority objectives addressing the preservation of marine and coastal biodiversity in the Mediterranean, the promotion and development of sustainable fishing to end overfishing by 2030, redoubled efforts to combat marine pollution, particularly so that no plastic is discharged into the Mediterranean by 2030, and the promotion of maritime

transport practices which protect the marine and environment and combat climate change,

Recalling the “Common Operational Principles for MAP Components” adopted through Decision IG.25/3 at COP 22 (Antalya, Türkiye, 5-8 December 2021),

Recalling the UNEP and UN policy and strategy for gender equality and the environment and *appreciating* the effort by the Secretariat on gender mainstreaming and women empowerment in policy, administrative and programmatic matters related to the work and mandate of the UNEP/MAP-Barcelona Convention system,

Recognizing the Mediterranean Coast Day, celebrated annually on 25 September since 2007 under the coordination of PAP/RAC in cooperation with the UNEP/MAP system, as a key regional advocacy initiative aimed at promoting the values and principles of the ICZM Protocol and as a flagship initiative of the Mediterranean Strategy for Sustainable Development 2026-2035,

Appreciating the guidance and advice provided to the Secretariat by the Bureau of the Contracting Parties to the Barcelona Convention on all policy and administrative matters related to the successful delivery of the UNEP/MAP Programme of Work and COP decisions, and having considered the reports of the 95th, 96th and 97th Bureau Meetings,

1. *Approve* the Memorandum of Understanding (MoU) between UNEP/MAP and the Center for Environment and Development for the Arab Region and Europe (CEDARE), set out in Annex I to this Decision, and the MoU between UNEP/MAP and the MEDCITIES, set out in Annex II to this Decision, and request the Secretariat to proceed towards their signature;
2. *Decide* to expand the Non-Contracting Party Members of the MCSD for including regional and sub-regional organizations of women and youth working in the field of environment and sustainable development that meet the criteria of MAP Partners, bringing the total number of the MCSD Members to 42, and *ask* the Secretariat to launch the process for nomination in the beginning of the biennium for approval by the Bureau in 2026, in order to allow these organizations to participate at the MCSD meeting of 2027;
3. *Adopt* the updated MCSD constitutive documents, set out in Annex III to this Decision, that replace those adopted at COP 19 through Decision IG.22/17;
4. *Adopt* the renewed non-Contracting Party Membership of the MCSD, set out in Annex IV to this Decision;
5. *Endorse* the list of new MAP Partners, set out in Annex V to this Decision;
6. *Note with appreciation* the contribution of all partners to the work of the UNEP/MAP-Barcelona Convention system, and encourage the Secretariat to continue reaching out and working closely with partners to further strengthen and enhance collaboration and governance for the protection of the marine environment and coastal region and promoting sustainable development in the Mediterranean;
7. *Express appreciation* to the working group that prepared the ambitious declaration of Ministers of Environment of the Mediterranean, submitted to the 3rd United Nations Ocean Conference;
8. *Request* the governments of MAP Components’ Host Countries to rigorously implement the “Common Operational Principles for MAP Components” adopted at COP 22 (Decision IG.25/3) and *ask* them to make every effort to ensure the effective delivery of the respective RACs’ mandates, highlighting the need that the RACs primary role is to provide thematic expertise to Contracting Parties in their scope of work rather than overall project or programme management;
9. *Reiterate their authorization* to the UNEP/MAP Secretariat to hosting PAMEx Technical Secretariat with a view to maximizing mutual synergies and further implementation of the UNEP/MAP-Barcelona Convention, without any budgetary implications to MAP, and *urge* the Secretariat as well as the PAMEx partner countries and organizations to intensify cooperation to

deliver practical results under the four axes of the initiative;

10. *Endorse* the proposal for the formal recognition of International Coast Day by the United Nations General Assembly at the global level and *encourage* the Secretariat and the Contracting Parties to initiate this process during the 2026-2027 biennium.

List of Annexes

Annex I Memorandum of Understanding (MoU) between UNEP/MAP and the Center for Environment and Development for the Arab Region and Europe (CEDARE)

Annex II Memorandum of Understanding (MoUs) between UNEP/MAP and the MEDCITIES

Annex III Updated MCSD Constitutive Documents

Annex IV Renewed MCSD Non-Contracting Party Membership

Annex V List of new MAP Partners

Annex I

**Memorandum of Understanding (MoU) between UNEP/MAP and the Center for Environment
and Development for the Arab Region and Europe (CEDARE)**

MEMORANDUM OF UNDERSTANDING

between

UNEP/Mediterranean Action Plan-Barcelona Convention Secretariat (UNEP/MAP)

and

THE CENTRE FOR ENVIRONMENT AND DEVELOPMENT FOR THE ARAB REGION AND EUROPE (CEDARE)

WHEREAS the United Nations Environment Programme (hereinafter referred to as UNEP) is the leading global environmental authority that sets the global environmental agenda, promotes the coherent implementation of the environmental dimension of sustainable development within the United Nations system and serves as an authoritative advocate for the global environment;

WHEREAS the Secretariat of the Barcelona Convention and the Mediterranean Action Plan (hereinafter referred to as UNEP/MAP) is administered by UNEP and has the mandate as per the Barcelona Convention for the Protection of the Marine Environment and the Coastal Region of the Mediterranean adopted in 1976 and revised in 1995, to assist the Mediterranean countries, with its main objectives through its seven protocols respectively to assess and control marine pollution; to ensure sustainable management of natural marine and coastal resources; to address common challenges related to the prevention and reduction of pollution from land-based sources, ships, dumping, off-shore installations and the movement of hazardous substances; to ensure the protection of biodiversity; and, the integrated management of coastal zones;

WHEREAS UNEP/MAP has also the mandate to assist in the implementation of the Mediterranean Action Plan (MAP) which was adopted in 1975 and became MAP II after its revision in 1995;

WHEREAS in this context, the Contracting Parties to the Barcelona Convention adopted Regional Strategies, Actions Plans and Programmes as well as put in place regional structures including a consolidated system of focal points, the Secretariat and six Regional Activity Centers¹, which have a mandate for carrying out activities aimed at facilitating implementation of the seven Protocols of the Barcelona Convention, the decisions of the Meetings of the Contracting Parties to the Barcelona Convention and its Protocols;

WHEREAS The Centre for Environment and Development for the Arab Region and Europe (CEDARE), hereinafter referred to as “CEDARE” is an independent intergovernmental organisation having been established in 1992 in response to the Damascus Convention, which was adopted by the Council of Arab Ministers Responsible for the Environment (CAMRE) in 1991 and was followed by a Host Government Agreement (HGA) between the Arab Republic of Egypt, and the Arab Fund for Economic and Social Development (AFESD); has the mandate to support and enhance the capacities of national and regional institutions to plan and implement sound, effective environmental policies, and pursue sustainable development;

WHEREAS UNEP and CEDARE (hereinafter collectively referred to as “Parties”) share common objectives with regard to the conservation, protection, enhancement and support of nature and natural resources, including biological diversity worldwide, and wish to collaborate to further these common goals and objectives within their respective mandates and governing rules and regulations;

WHEREAS the Parties intend to conclude this Memorandum of Understanding (hereinafter referred to as “MOU”) with the aim of consolidating, developing and detailing their cooperation and effectiveness to achieve the common objectives in the field of environment;

NOW, THEREFORE, UNEP/MAP AND CEDARE HAVE AGREED TO COOPERATE UNDER THIS MEMORANDUM OF UNDERSTANDING AS FOLLOWS:

**Article 1
Interpretation**

1. References to this MOU shall be construed as including any Annexes, as varied or amended in accordance with the terms of this MOU. Any Annexes shall be subject to the provisions of this MOU, and in case of any inconsistency between an Annex and this MOU, the latter shall prevail.
2. Implementation of any subsequent activities, projects and programmes pursuant to this MOU, including those involving the transfer of funds between the Parties, shall necessitate the execution of appropriate legal instruments between the Parties. The terms of such legal instruments shall be subject to the provisions of this MOU.
3. This MOU represents the complete understanding between the Parties and supersedes all prior MOUs, communications and representations, whether oral or written, concerning the subject matter of this MOU.
4. Any Party's failure to request implementation of a provision of this MOU shall not constitute a waiver of that or any other provision of this MOU.

**Article 2
Duration**

1. This MOU shall be effective upon the last date of signature of the approving officials and remain in force until 1 December 2030, unless terminated in accordance with Article 15 below.

**Article 3
Purpose**

1. Having regard to the respective mandates of the Parties, the purpose of this MOU is to provide a framework of cooperation and understanding, and to facilitate collaboration between the Parties to further their shared goals and objectives in regard to the conservation, protection, enhancement and support of nature and natural resources in the Mediterranean Sea Area, and to contributing to its sustainable development in their fields of competence..
2. The objectives of this MOU shall be achieved through:
 - a. Regular dialogue and meetings between UNEP/MAP and CEDARE;
 - b. Participation of the Parties in each other's meetings and workshops on subject matters of common interest as mutually agreed.
 - c. Execution of separate legal instruments between the Parties to define and implement any subsequent activities, projects and programmes pursuant to Article 1.2.

**Article 4
Areas of Cooperation**

1. The Parties have agreed to the following preliminary and overarching areas of cooperation for this MoU:
 - a. Under the present MOU, UNEP/MAP and CEDARE may cooperate on a bilateral basis for the mutual exchange of experience in any or all of the following fields of study or management: Promoting eco-innovation and the adoption of green economy, circular economy and Sustainable Consumption and Production (SCP) approaches, policies, and legislations, in key economic sectors and lifestyles considered upstream drivers of pollution,

particularly, marine litter.

- b. Strengthening the resilience of the Mediterranean natural and socioeconomic systems to climate change impacts through promoting integrated adaptation approaches, such as marine spatial planning (MSP) and integrated coastal zone management (ICZM), nature-based solutions (NBS), and an enhanced understanding of vulnerabilities, while reducing anthropogenic pressures on coastal and marine ecosystems.
- c. Promoting and supporting environmentally-sound management of chemicals and waste, including but not limited to plastic pollution and electronic waste, with a focus on preventing and reducing pollution from land-based sources, in line with relevant provisions of the Barcelona Convention and its Protocols.
- d. Enhancing the science-policy interface in the Mediterranean region through monitoring, assessment, and knowledge management projects and initiatives to facilitate informed decision-making; including flagship publications, knowledge management tools, education and awareness programmes, and the application of digital technologies to support evidence-based decision-making.
- e. Designing and implementing initiative, projects and activities to advance sustainable development and blue economy approaches in the Mediterranean region including but not limited to sustainable urban planning, energy efficiency and renewable energy, water security and wastewater management, as well as blue economy approaches.
- f. Collaborating on comprehensive assessment and State of Environment reporting initiatives and projects of the marine and coastal environment in the Mediterranean region, including but not limited to contributing to the Mediterranean Quality Status Reports (MED QSR), and to the implementation of the Integrated Monitoring and Assessment Programme (IMAP), to enhance evidence-based decision making and track progress toward Good Environmental Status (GES) of the Mediterranean Sea and Coast.
- g. Promoting biodiversity conservation and protected area management in the Mediterranean, including Marine and Coastal Protected Areas (MCPAs), through joint initiatives to identify ecological hotspots, develop management plans, and monitor biodiversity status and trends in alignment with the Protocol concerning Specially Protected Areas and Biological Diversity in the Mediterranean.
- h. Establishing, coordinating, and contributing to mechanisms for environmental data sharing, harmonization, and accessibility, including but not limited to the Shared Environmental Information System (SEIS) and IMAP Info System, to facilitate integrated assessments and informed decision-making.
- i. Enhancing the capacities of local and national public institutions from the Contracting Parties to the Barcelona Convention and its Protocols in developing policies, regulations, and strategies, and in designing and implementing projects and activities, related to the areas of cooperation outlined herein, as well as other areas relevant to sustainable development in the Mediterranean region.
- j. Leveraging global and regional platforms and networks to share experience, knowledge, and best practices in enforcement and management thereby strengthening public institutional capacities for the implementation of the Barcelona Convention and its Protocols.

2. The above list is not exhaustive and should not be taken to exclude or replace other forms of cooperation between the Parties on other issues of common interest.

3. Specific activities may be identified and will be carried out on the basis of separate legal instruments established between CEDARE and UNEP/MAP.
4. CEDARE and UNEP/MAP shall work together, to the extent possible, within the remit of their respective mandates, for the implementation of the activities undertaken pursuant to this MoU.
5. This MoU seeks to consolidate and intensify cooperation between the Parties and to strengthen regional synergy.

Article 5

Organization of the Cooperation

1. The Parties shall hold bilateral meetings on matters of common interest, in accordance with an agenda agreed to in advance by the Parties, for the purpose of developing and monitoring collaborative 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, through face-to-face meetings or remote conferences. The following two items should be examined at least once per year in occasion of consultations:
 - a. Discuss technical and operational issues related to furthering the objectives of this MOU; and
 - b. Review progress of collaboration and related work between the CEDARE and the UNEP/MAP
2. In implementing activities, projects and programmes in the agreed priority areas, the Parties shall execute a separate legal instrument appropriate for the implementation of such initiatives in accordance with Article 1.2 above. In identifying the areas of cooperation under this MoU, due regard shall be given to CEDARE and the UNEP/MAP's geographic coverage.
3. Where one of the Parties is organizing a meeting with external participation at which policy matters related to the aims of this MoU shall be discussed, it shall, as appropriate, either invite the other Party to participate in the meeting or update it on relevant policy matters discussed at the meeting.
4. CEDARE and UNEP/MAP will inform their relevant governing bodies on the progress made in implementing this MoU.
5. Nothing under this MoU imposes financial obligations upon either Party. If the Parties mutually agree to allocate specific funds to facilitate an activity undertaken pursuant to this MoU, such an agreement will be 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 separate legal instrument will be entered into, as appropriate, taking into account those relevant administrative and financial rules and procedures applicable to the Parties.
6. The Parties will undertake, within their global knowledge network and to the extent possible, to facilitate mutual access to relevant information as well as dissemination of best practices between them.
7. The Parties will consider the possibility of joint missions and the hosting of joint training activities and information sessions.

Article 6

Status of the Parties and their Personnel

1. While confirming their strong willingness to cooperate and to the extent possibly create synergies in the implementation of their respective activities, the Parties acknowledge and agree that they are separate and distinct entities and that CEDARE is separate and distinct from the United Nations and UNEP. The employees, personnel, representatives, agents, contractors, affiliates or Partners of CEDARE, including the personnel engaged by CEDARE for carrying out any of the activities pursuant to this MoU, shall not be considered in any respect or for any purposes whatsoever as being employees, personnel, representatives, agents, contractors or affiliates of the United Nations, including UNEP, nor shall any employees, personnel, representatives, agents, contractors or affiliates of UNEP be considered, in any respect or for any purposes whatsoever, as being employees, personnel, representatives, agents, contractors or affiliates of CEDARE. Neither Party shall be entitled to act or make legally binding declarations on behalf of the other Party. Nothing in this MoU shall be deemed to constitute a joint venture, agency, interest grouping or any other kind of formal business grouping or entity between the Parties.

Article 7

Fundraising

1. To the extent permitted by the Parties' respective regulations, rules and policies, and subject to sub-article 2, the Parties may engage in fundraising from the public and private sectors to support the activities, projects and programmes to be developed or carried out pursuant to this MOU.

2. Neither Party shall engage in fundraising with third parties in the name of or on behalf of the other, without the prior express written approval of the other Party in each case.

Article 8

Intellectual Property Rights

1. Nothing in the MOU shall be construed as granting or implying rights to, or interest in, intellectual property of the Parties, except as otherwise provided in Article 8.2.

2. In the event that the Parties foresee that intellectual property that can be protected shall be created in relation to a particular activity, project or programme to be carried out under this MOU, the Parties shall negotiate and agree on terms of its ownership and use in the relevant legal instrument concluded as per Article 1.2.

Article 9

Use of Name and Emblem

1. Neither Party shall use the name, emblem or trademarks of the other Party, its subsidiaries and/or affiliates, or any abbreviation thereof, in connection with its business or for public dissemination without the prior expressly written approval of the other Party in each case. In no event shall authorization of the UN, UNEP and/or UNEP/MAP name or emblem be granted for commercial purposes or for use in any manner that suggests an endorsement by UNEP/MAP of CEDARE products, business practices or services.

2. CEDARE acknowledges that it is familiar with the independent, international and impartial status of the UN, UNEP and/or UNEP/MAP, and recognizes that their names and emblems may not be associated with any political or sectarian cause or otherwise used in a manner inconsistent with the status of the UN, UNEP and/or UNEP/MAP.

3. The Parties agree to recognize and acknowledge this partnership, as appropriate. To this end,

the Parties shall consult with each other concerning the manner and form of such recognition and acknowledgement.

Article 10

United Nations Privileges and Immunities

1. Nothing in or relating to this MOU shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs.

Article 11

Confidentiality

1. The handling of information shall be subject to each Party's corporate confidentiality policies.
2. Before disclosing internal documents, or documents that by virtue of their content or the circumstances of their creation or communication must be deemed confidential, of the other Party to third parties, each Party shall obtain the express, written consent of the other Party. However, a Party's disclosure of another Party's internal and/or confidential documents to an entity the disclosing Party controls or with which it is under common control, or to an entity with which it has a confidentiality agreement, shall not be considered a disclosure to a third party, and shall not require prior authorization.
3. For UNEP, a principal or subsidiary organ of the United Nations established in accordance with the Charter of the United Nations shall be deemed to be a legal entity under common control.

Article 12

Responsibility

1. Each Party will be responsible for dealing with any claims or demands arising out of its actions or omissions, and those of its respective personnel, in relation to this MOU.
2. The CEDARE shall indemnify, hold and save harmless and defend at its own expense, the UN, UNEP and/or UNEP/MAP, their officials, personnel and representatives, from and against all suits, claims, demands and liability of any nature or kind which may arise in relation to this MOU due to any actions or omissions attributable to CEDARE.

Article 13

Dispute Settlement

1. The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of this MOU. Where the Parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then prevailing, or according to such other procedure as may be agreed between the Parties.
2. Any dispute, controversy or claim between the Parties arising out of this MOU which is not settled amicably in accordance with the foregoing sub-article may be referred by either Party to arbitration under the UNCITRAL Arbitration Rules then in force. The arbitral tribunal shall have no authority to award punitive damages. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

Article 14

Notification and Amendments

1. Each Party shall promptly notify the other in writing within 3 months of any anticipated or actual material changes that will affect the execution of 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 Article 14.1.
3. The Parties may amend this MOU by mutual written agreement, which shall be appended to this MOU and become an integral part of it.

Article 15 Termination

1. Either Party may terminate this MOU by giving three months' prior written notice to the other Party.
2. Upon termination of this MOU, the rights and obligations of the Parties defined under any other legal instrument executed pursuant to this MOU shall cease to be effective, except as otherwise provided in this MOU.
3. Any termination of the MOU shall be without prejudice to (a) the orderly completion of any ongoing collaborative activity and (b) any other rights and obligations of the Parties accrued prior to the date of termination
4. The obligations under Articles 8-13 do not lapse upon expiry, termination of or withdrawal from this MOU.

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

For the United Nations Environment Programme

**For the Centre for Environment and
Development for the Arab Region and
Europe**

Name:
Title:

Name:
Title:

Date:

Date:

Annex II

Memorandum of Understanding (MoUs) between UNEP/MAP and the MEDCITIES

MEMORANDUM OF UNDERSTANDING BETWEEN
UNEP/MEDITERRANEAN ACTION PLAN-BARCELONA CONVENTION SECRETARIAT
(UNEP/MAP-Barcelona Convention)
AND
MEDCITIES

WHEREAS the United Nations Environment Programme (hereinafter referred to as UNEP) is the leading organization within the United Nations system in the field of environment and has as a major area of focus of its global mandate, the conservation, protection, enhancement and support of nature and natural resources, including biological diversity, worldwide;

WHEREAS the Secretariat of the Barcelona Convention and the Mediterranean Action Plan (hereinafter referred to as UNEP/MAP) is administered by UNEP and has the mandate as per the Barcelona Convention for the Protection of the Marine Environment and the Coastal Region of the Mediterranean adopted in 1976 and revised in 1995, to assist the Mediterranean countries, with its main objectives through its seven protocols respectively to assess and control marine pollution; to ensure sustainable management of natural marine and coastal resources; to address common challenges related to the prevention and reduction of pollution from land-based sources, ships, dumping, off-shore installations and the movement of hazardous substances; to ensure the protection of biodiversity; and, the integrated management of coastal zones;

WHEREAS UNEP/MAP has also the mandate to assist in the implementation of the Mediterranean Action Plan (MAP) which was adopted in 1975 and became MAP II after its revision in 1995;

WHEREAS in this context, the Contracting Parties to the Barcelona Convention adopted Regional Strategies, Actions Plans and Programmes as well as put in place regional structures including a consolidated system of focal points, the Secretariat and six Regional Activity Centers, which have a mandate for carrying out activities aimed at facilitating implementation of the seven Protocols of the Barcelona Convention, the decisions of the Meetings of the Contracting Parties to the Barcelona Convention and its Protocols;

WHEREAS MedCities and/or MedCités, hereinafter referred to as MedCities, is a non-profit association, with full legal and operational capacities.

This association brings together a network of Mediterranean towns and cities from different countries with the aim of strengthening and developing urban sustainability as a way to improve living conditions in the Mediterranean region and to contribute to prevention of climate change.

The main aims and objectives of the network as for its statutes are as follows:

- 1) To develop awareness of interdependence and common responsibility in regard to sustainable development, environmental preservation and social cohesion in the Mediterranean basin.
- 2) To reinforce the role, competences and resources (institutional, financial and technical) of local administrations in the adoption and implementation of sustainable local development policies.
- 3) To develop citizens' awareness and involvement in the sustainable development of their towns and cities.

- 4) To set in motion and develop policies for direct cooperation and partnership between partners and with other associations

WHEREAS UNEP/MAP and MedCities (hereinafter collectively referred to as “Parties”) share common objectives regarding the conservation, protection, enhancement and support of nature and natural resources, including biological diversity worldwide, and wish to collaborate to further these common goals and objectives within their respective mandates and governing rules and regulations;

WHEREAS the Parties intend to conclude this Memorandum of Understanding (hereinafter referred to as “MOU”) with the aim of consolidating, developing and detailing their cooperation and effectiveness to achieve the common objectives in the field of environment.

NOW, THEREFORE, UNEP/MAP AND MEDCITIES HAVE AGREED TO COOPERATE UNDER THIS MEMORANDUM OF UNDERSTANDING AS FOLLOWS:

Article 1 Interpretation

1. References to this MOU shall be construed as including any Annexes, as varied or amended in accordance with the terms of this MOU. Any Annexes shall be subject to the provisions of this MOU, and in case of any inconsistency between an Annex and this MOU, the latter shall prevail.
2. Implementation of any subsequent activities, projects and programmes pursuant to this MOU, including those involving the transfer of funds between the Parties, shall necessitate the execution of appropriate legal instruments between the Parties. The terms of such legal instruments shall be subject to the provisions of this MOU.
3. This MOU represents the complete understanding between the Parties and supersedes all prior MOUs, communications and representations, whether oral or written, concerning the subject matter of this MOU.
4. Any Party’s failure to request implementation of a provision of this MOU shall not constitute a waiver of that or any other provision of this MOU.

Article 2 Duration

1. This MOU shall be effective upon the last date of signature of the approving officials and remain in force until 1st June 2030 unless terminated in accordance with Article 15 below.

Article 3 Purpose

1. The purpose of this MOU is to provide a framework of cooperation and understanding, and to facilitate collaboration between the Parties to further their shared goals and objectives in regard to the conservation, protection, enhancement and support of nature and natural resources, including biological diversity worldwide and specifically in the Mediterranean basin, with special emphasis on the role of local authorities as agents of change and actual implementers of policies on the territories.
2. The objectives of this MOU shall be achieved through:
 - a. Regular dialogue and meetings between UNEP/MAP and MedCities

- b. Execution of a separate legal instrument between the Parties to define and implement any subsequent activities, projects and programmes pursuant to Article 1.2.
- c. MedCities should maintain an active presence in the Mediterranean Action Plan/Barcelona Convention bodies, adhering to their established rules and procedures.

Article 4 **Areas of Cooperation**

1. Areas of Cooperation are agreed jointly through the cooperation mechanism in the MOU. Policies and priorities under this MOU may also be jointly reviewed by the Parties pursuant to Article 5 to allow the Parties to respond to newly emerging issues in the realm of environment and sustainable development.
2. The Parties have agreed to the following preliminary and overarching areas of cooperation for this MOU, which form part of UNEP/MAP's mandate and programme of work and have been approved by Meetings of Contracting Parties to Barcelona Convention. The areas of cooperation listed below are also priorities or ongoing activities of MedCities, in accordance with its mandate. All could be strengthened through the cooperation of the Parties.
 - a. Develop and deliver joint communication activities and campaigns that raise awareness of Mediterranean environmental priorities among local authorities, stakeholders, and the public
 - b. Support the implementation of the Barcelona Convention protocols, the Mediterranean Strategy for Sustainable Development and relevant flagship initiatives, and regional plans particularly relevant to the role of local authorities
 - c. Regularly inform UNEP/MAP Secretariat about EU, regional and global policy developments and initiatives relevant for the local authorities and their role as cross cutting actors promoting and implementing sustainable development, green transition and climate resilience actions
3. The above list is not exhaustive and should not be taken to exclude or replace other forms of cooperation between the Parties on other issues of common interest.

Article 5 **Organization of the Cooperation**

1. The Parties shall hold regular bilateral meetings on matters of common interest, in accordance with an agenda agreed to in advance by the Parties, for the purpose of developing and monitoring collaborative activities. Such meetings shall take place at least once a year to:
 - a. discuss technical and operational issues related to furthering the objectives of this MOU; and
 - b. review progress of collaboration and related work between MedCities and UNEP/MAP.
2. Within the context defined above, further bilateral meetings at desk-to-desk and at expert level shall be encouraged and set up on an ad hoc basis as deemed necessary by UNEP/MAP and MedCities to address matters of common interest for the implementation of activities in specific areas, countries and regions.
3. In implementing activities, projects and programmes in the agreed priority areas, the Parties shall execute a separate legal instrument appropriate for the implementation of such initiatives in accordance with Article 1.2 above. In identifying the areas of cooperation under this MOU, due regard shall be given to MedCities's geographic coverage; capacity for implementation and experience in the related field.

4. Each Party undertakes to share knowledge and information in its area of operations and expertise relevant to the MOU with the other Party, and inviting, when possible, the other party to events related to the contents of this MoU.

Article 6

Status of the Parties and their Personnel

1. While confirming their strong willingness to cooperate and to the extent possible create synergies in the implementation of their respective activities, the Parties acknowledge and agree that they are separate and distinct entities and that MedCities is separate and distinct from the United Nations, including UNEP. The employees, personnel, representatives, agents, contractors or affiliates of MedCities, including the personnel engaged by MedCities for carrying out any of the project activities pursuant to this MOU, shall not be considered in any respect or for any purposes whatsoever as being employees, personnel, representatives, agents, contractors or affiliates of the United Nations, including UNEP/MAP, nor shall any employees, personnel, representatives, agents, contractors or affiliates of UNEP be considered, in any respect or for any purposes whatsoever, as being employees, personnel, representatives, agents, contractors or affiliates of MedCities.

2. Neither Party shall be entitled to act or make legally binding declarations on behalf of the other Party. Nothing in this MOU shall be deemed to constitute a joint venture, agency, interest grouping or any other kind of formal business grouping or entity between the Parties.

Article 7

Fundraising

1. To the extent permitted by the Parties' respective regulations, rules and policies, and subject to sub-article 2, the Parties may engage in fundraising from the public and private sectors to support the activities, projects and programmes to be developed or carried out pursuant to this MOU.

2. Neither Party shall engage in fundraising with third parties in the name of or on behalf of the other, without the prior express written approval of the other Party in each case.

Article 8

Intellectual Property Rights

1. Nothing in the MOU shall be construed as granting or implying rights to, or interest in, intellectual property of the Parties, except as otherwise provided in Article 8.2.

2. In the event that the Parties foresee that intellectual property that can be protected shall be created in relation to a particular activity, project or programme to be carried out under this MOU, the Parties shall negotiate and agree on terms of its ownership and use in the relevant legal instrument concluded as per Article 1.2.

Article 9

Use of Name and Emblem

1. Neither Party shall use the name, emblem or trademarks of the other Party, its subsidiaries and/or affiliates, or any abbreviation thereof, in connection with its business or for public dissemination without the prior expressly written approval of the other Party in each case. In no event shall authorization of the UN, UNEP or UNEP/MAP name or emblem be granted for commercial purposes.

2. MedCities acknowledges that it is familiar with the independent, international and impartial status of the UN, UNEP and/or UNEP/MAP, and recognizes that their names and emblems may not be associated with any political or sectarian cause or otherwise used in a manner inconsistent with the status of the UN, UNEP and/or UNEP/MAP.

3. The Parties agree to recognize and acknowledge this partnership, as appropriate. To this end, the Parties shall consult with each other concerning the manner and form of such recognition and acknowledgement.

Article 10

United Nations Privileges and Immunities

1. Nothing in or relating to this MOU shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs.

Article 11

Confidentiality

1. The handling of information shall be subject to each Party's corporate confidentiality policies.
2. Before disclosing internal documents, or documents that by virtue of their content or the circumstances of their creation or communication must be deemed confidential, of the other Party to third parties, each Party shall obtain the express, written consent of the other Party. However, a Party's disclosure of another Party's internal and/or confidential documents to an entity the disclosing Party controls or with which it is under common control, or to an entity with which it has a confidentiality agreement, shall not be considered a disclosure to a third party, and shall not require prior authorization.
3. For UNEP/MAP, a principal or subsidiary organ of the United Nations established in accordance with the Charter of the United Nations shall be deemed to be a legal entity under common control.

Article 12

Responsibility

1. Each Party will be responsible for dealing with any claims or demands arising out of its actions or omissions, and those of its respective personnel, in relation to this MOU.
2. MedCities shall indemnify, hold and save harmless and defend at its own expense, UN, UNEP and/or UNEP/MAP, their officials, personnel and representatives, from and against all suits, claims, demands and liability of any nature or kind which may arise in relation to this MOU due to any actions or omissions attributable to MedCities.
3. The same responsibility clause applies to UNEP/MAP towards MedCities organization and its personnel and representatives.

Article 13

Dispute Settlement

1. The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of this MOU. Where the Parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then prevailing, or according to such other procedure as may be agreed between the Parties.
2. Any dispute, controversy or claim between the Parties arising out of this MOU which is not settled amicably in accordance with the foregoing sub-article may be referred by either Party to arbitration under the UNCITRAL Arbitration Rules then in force. The arbitral tribunal shall have no authority to award punitive damages. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

Article 14
Notification and Amendments

1. Each Party shall promptly notify the other in writing of any anticipated or actual material changes that will affect the execution of 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 article 14.1
3. The Parties may amend this MOU by mutual written agreement, which shall be appended to this MOU and become an integral part of it.

Article 15
Termination

1. Either Party may terminate this MOU 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 other legal instrument executed pursuant to this MOU shall cease to be effective, except as otherwise provided in this MOU.
3. Any termination of the MOU shall be without prejudice to (a) the orderly completion of any ongoing collaborative activity and (b) any other rights and obligations of the Parties accrued prior to the date of termination under this MOU or legal instrument executed pursuant to this MOU.
4. The obligations under Articles 8-13 do not lapse upon expiry, termination of or withdrawal from this MOU.

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

For United Nations Environment Programme

For MedCities

Name:
Title:

Name:
Title:

Date:

Date:

Annex III

Updated MCSD Constitutive Documents

**CONSTITUTIVE DOCUMENTS OF THE MEDITERRANEAN COMMISSION ON
SUSTAINABLE DEVELOPMENT**

**CONSTITUTIVE DOCUMENTS OF THE MEDITERRANEAN COMMISSION ON
SUSTAINABLE DEVELOPMENT
RULES OF PROCEDURE, TERMS OF REFERENCE AND COMPOSITION**

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MEDITERRANEAN COMMISSION ON SUSTAINABLE DEVELOPMENT (MCSD) RULES OF PROCEDURE

PURPOSE

Rule 1

The Rules of Procedure shall apply to the meetings of the Mediterranean Commission on Sustainable Development (MCSD). They complement the framework for operation of MCSD, as described by the "Terms of Reference" and the "Composition of the Commission" in the annexed documents adopted by the Contracting Parties.

DEFINITIONS

Rule 2

For the purpose of these rules:

1. the word "Commission" shall apply to the "Mediterranean Commission on Sustainable Development";
2. the term "Barcelona Convention" shall apply to the 1976 Convention for the Protection of the Mediterranean Sea against Pollution as amended in 1995;
3. the term "Coordinator" shall apply to the Coordinator or the Coordinating Unit of the Mediterranean Action Plan or his designated representative;
4. the term "Secretariat" shall apply to the Coordinating Unit of the Mediterranean Action Plan (MAP) as provided in article 17 of the Barcelona Convention as amended.

PLACE OF THE MEETINGS OF THE COMMISSION

Rule 3

The meetings of the Commission shall be held at the seat of the Coordinating Unit of MAP, unless convened in other Mediterranean venues in pursuance of a recommendation of the Commission approved by the meeting of the Contracting Parties.

During the time between the Parties' meeting the approval maybe given by the Bureau of the Parties to the Convention.

For reasons of optimal use of available resources, the meetings within the MCSD context may be coordinated as appropriate with other relevant MAP meetings.

DATES OF THE MEETINGS OF THE COMMISSION

Rule 4

The Commission will hold an ordinary meeting on a biannual basis and extraordinary sessions on a need-be basis.

The Coordinator shall convene the meetings of the Commission.

The Commission shall, at its ordinary meetings, fix the opening date and the duration of the next meeting.

At the commencement of the first sitting of each meeting, the Commission shall elect the Steering

Committee, which is composed of a President, five Vice-presidents and a Rapporteur, on the basis of an equitable geographical distribution, and among the various groups in accordance with the distribution indicated in Rule 17.

INVITATIONS

Rule 5

The Coordinator shall invite to send representatives to participate in the Commission's meetings as observers, the United Nations and its competent subsidiary bodies, and the Specialized Agencies if they participate in the activities of the Mediterranean Action Plan, or have direct concern with environment and sustainable development issues in the Mediterranean.

The Coordinator shall, in agreement with the Steering Committee, invite to send representatives to participate in the Commission's meetings as an observer, any state which is a member of the United Nations which so requests and has direct concern with environmental and sustainable development issues in the Mediterranean.

The Coordinator shall, in agreement with the Steering Committee, invite to send representatives to participate in the Commission's meetings as an observer, any other inter-governmental organization, including financial institutions, which would interest itself directly in issues of environmental protection and sustainable development in the Mediterranean, the activities of which are related to the functions of the Commission.

Such observers may, as provided in Article 20(2) of the Barcelona Convention as amended, participate in the Commission's meetings and may present any information or report relevant to the work of the Commission and in matters of direct concern to the organizations they represent.

PUBLICITY

Rule 6

Plenary sittings of the meetings of the Commission shall be held in public, unless the Commission decides otherwise. Sittings of subsidiary bodies of the meetings of the Commission shall be held in private, unless the meeting of the Commission decides otherwise.

AGENDA

Rule 7

In agreement with the Steering Committee of the Commission, the Coordinator shall prepare the provisional agenda for the meeting of the Commission and shall communicate it to the members of the Commission at least four weeks before the opening of the meeting together with supporting documents.

Rule 8

The provisional agenda of each meeting shall include:

1. all items mentioned under the "MANDATE" section of the Terms of Reference of the Commission;
2. all items the inclusion of which has been requested at a previous meeting of the Commission;
3. any item proposed by a member of the Commission;

4. an analytical report of the Coordinator containing information on relevant sustainable development activities, the progress achieved in the implementation of the MSSD and other relevant activities undertaken, and emerging issues to be addressed;
5. the reports of the Task Managers and the Thematic Working Groups as per Rule 20;
6. all items pertaining to the financial arrangements relevant to the Commission.

Rule 9

The Coordinator shall, in agreement with the Steering Committee of the Commission, include any question suitable for the agenda which may arise between the dispatch of the provisional agenda and the opening of the meeting in a supplementary provisional agenda which the meeting of the Commission shall examine together with the provisional agenda.

Rule 10

At the opening of an ordinary meeting of the Commission, the members of the Commission, when adopting the agenda for the meeting, may add, delete, defer or amend items. Only items which are considered by the meeting to be urgent and important may be added to the agenda.

Rule 11

At the beginning of each meeting, subject to the provision of Rule 10, the Commission shall adopt its agenda for the meeting on the basis of the provisional agenda and the supplementary provisional agenda referred to in Rule 9.

Rule 12

The Commission shall normally consider for the meeting only agenda items for which adequate documentation has been circulated to members four weeks before the beginning of the meeting of the Commission.

REPRESENTATION

Rule 13

All members of the Commission shall participate in the Commission on an equal footing.

Each member of the Commission shall be represented by representative accredited, who may be accompanied by such advisers as may be required.

Rule 14

The names of representatives and advisers shall be officially submitted by the members of the Commission to the Coordinator, before the opening sitting of a meeting which the representatives are to attend.

Rule 15

At the first sitting of each meeting of the Commission, the President of the previous ordinary meeting, or in his absence a Vice-President designated by him, shall preside until the meeting has elected a President for the meeting.

Rule 16

If the President is temporarily absent from a sitting or any part thereof, he shall appoint one of the Vice-Presidents to assume his duties.

STEERING COMMITTEE OF THE COMMISSION

Rule 17

The Steering Committee shall include four members representing the Contracting Parties, including *ex officio* the President of the Bureau of the Contracting Parties, and three representatives from the **sevensix** categories foreseen by the Terms of Reference of the MCSD.

At the commencement of the first sitting of each meeting, the Commission shall elect the Steering Committee, which is composed of a President, five Vice-presidents and a Rapporteur, on the basis of an equitable geographical distribution, and among the various groups in accordance with the distribution indicated in the paragraph above.

Rule 18

The MCSD Steering Committee oversees the work of the MCSD between sessions. The Steering Committee meets regularly on annual basis during the biennium - at least one of these meetings is to be face-to-face.

The work of the Steering Committee is supported by the Secretariat. In order to secure the necessary financial means, the Secretariat shall include adequate provisions in its biennial Programme of Work and Budget to be discussed and agreed by the Contracting Parties.

Members of the Commission are encouraged to hosting the meetings of the Steering Committee.

Rule 19

The President, or in his absence one of the Vice-Presidents designated by him shall serve as President of the Steering Committee.

If a member of the Steering Committee resigns or otherwise becomes unable to continue to perform his functions, a representative of the same member of the Commission shall replace him for the remainder of his mandate.

ORGANIZATION OF THE MEETINGS OF THE COMMISSION

Rule 20

During the course of a meeting, the Commission shall establish thematic working groups and other working groups as it deems necessary, and to refer to them the themes identified by the Commission as of great importance for the sustainable development of the Mediterranean region for study, and proposal. Such working groups could sit while the Commission is not in session, ensuring thus, together with the Steering Committee, the continuity of the Commission between its sessions. Unless otherwise decided, the Commission shall select task managers for each thematic working group and a chairman for other working groups.

The Commission shall define the mandate and composition of the working groups and Task Managers.

Rule 21

The Coordinator shall act as Secretary of any meeting of the Commission. He may delegate his functions to a member of the Secretariat.

Rule 22

The Coordinator shall provide the staff required by the Commission and shall be responsible for all the necessary arrangements for meetings of the Commission.

Rule 23

The Secretariat shall arrange for interpretation of speeches, receive, translate and circulate the documents of the meetings of the Commission and its working groups; publish and circulate the decisions, reports and relevant documentation of the meeting of the Commission. It shall have custody of the documents in the archives of the meeting of the Commission and generally perform all other work that the Commission may require.

LANGUAGES OF THE COMMISSION

Rule 24

Arabic, English, French and Spanish shall be the official languages of the Commission. English and French shall be the working languages of the Commission if available financial resources do not allow for the use of the four official languages. English and French shall be the working languages of meetings of the Steering Committee of the Commission and of working groups.

CONDUCT OF BUSINESS

Rule 25

The Rules of procedure for Meetings and Conferences of the Contracting Parties concerning Conduct of Business (Rules 30-41) shall apply *mutatis mutandis* to the Conduct of Business in the meetings of the Commission.

PROPOSALS OF THE COMMISSION

Rule 26

Proposals of the Commission shall be adopted by consensus. These proposals will be presented to the Contracting Parties' meetings.

RECORDS OF THE MEETINGS OF THE COMMISSION

Rule 27

Sound records of the meetings of the Commission shall be kept by the Secretariat in accordance with the practice of the United Nations.

AMENDMENTS OF PROCEDURE

Rule 28

Any amendments of the Rules of Procedure should be approved, after proposal of the Commission, by the meeting of the Contracting Parties to the Barcelona Convention.

MEDITERRANEAN COMMISSION ON SUSTAINABLE DEVELOPMENT TERMS OF REFERENCE

Introduction

1. The Mediterranean Commission for Sustainable Development (MCSD) was established in 1995 in the framework of the Mediterranean Action Plan (MAP) as an advisory body to the Contracting Parties to assist them in their efforts to integrate environmental issues in their socioeconomic programmes and, in so doing, promote sustainable development policies in the Mediterranean region.
2. The Commission is unique in its composition, in as much as government representatives, local communities, socioeconomic actors, IGOs and NGOs participate on an equal footing. The MCSD has so far carried out high-quality undertakings, mobilising work on priority themes for the Mediterranean, notably, water resources, integrated coastal zone management, tourism, industry etc., and developing the Mediterranean Strategy for Sustainable Development.

A. PURPOSE

3. The purpose of the MCSD is to assist the Contracting Parties to the Barcelona Convention to implement the objectives of sustainable development and other regional or local actors in their efforts to promote sustainable development in the Mediterranean region and to integrate environmental issues in their socio-economic programmes.

B. MANDATE

4. The MCSD is an advisory body to the Contracting Parties of the Barcelona Convention and represents a forum for debate with essentially the following mission:
 - To assist Mediterranean countries and other stakeholders active in the region in the adoption and implementation of sustainable development policies, particularly the integration of environmental considerations into other policies;
 - To ensure the follow-up of MSSD implementation through appropriate tools, mechanisms and criteria that would better enhance an efficient follow-up function;
 - To promote the exchange of experience and good practices regarding the integration of environmental and socioeconomic policies, as well as examples which show the application of international sustainable development commitments at suitable scales in different countries;
 - To identify the obstacles encountered and support regional and subregional cooperation for the effective implementation of the sustainable development principle;
 - To coordinate the periodical drafting of the report on the state of implementation of the MCSD recommendations;
 - To produce opinions of the overall MAP Work Programme, with the aim of integrating sustainability considerations into the MAP / Barcelona Convention system as a whole.
 - To produce opinions and recommendations for integration and coordination of the work of the MCSD with the other existing international and regional sustainable development and environmental programmes, policy frameworks and initiatives.

C. FUNCTIONING

5. Each session of the Commission will focus on sectoral issues relevant to the MSSD, as well as other emerging sustainability issues. MCSD recommendations will be presented for consideration to the Meeting of the Contracting Parties, following discussion at the meeting of the MAP Focal Points with the aim of advising on making practical and effective use of the MSSD and on the implementation of the Barcelona Convention and its Protocols.

D. REPORTS

6. Before each session, each member should provide a concise report focusing on the implementation of MSSD and MCSD recommendations, following a template prepared by the Secretariat. The Secretariat will then prepare a summary report to be presented at the beginning of each session.

7. The analytical report of the Coordinator as per Rule 8 paragraph 4 of the Rules of Procedure will also include reports by the Regional Activity Centres (RACs) on the implementation of MSSD and MCSD recommendations relevant to their line of work.

MEDITERRANEAN COMMISSION ON SUSTAINABLE DEVELOPMENT COMPOSITION

Introduction

1. The MCSD is an advisory body to the Contracting Parties to the Barcelona Convention and a forum for debate and exchange of experiences on sustainable development issues that concern all interested parties in the Mediterranean region. It is appropriate to involve the greatest possible variety of actors in the work of the Commission, so as to ensure the greatest possible dissemination of the concepts promoted by the MCSD.

A. NUMBER OF REPRESENTATIVES

2. The Commission shall be composed of **42-40** members, consisting of:

- 22 representatives designated by the competent bodies of the Contracting Parties
- 3 representatives of local authorities
- 3 representatives of NGOs
- 3 representatives of socio- economic stakeholders
- 3 representatives of the scientific community
- 3 representatives of intergovernmental organizations working in the field of sustainable development
- 3 representatives of regional parliamentary associations
- **2 representatives of women and youth organizations**

3. Efforts should be made to ensure participation of representatives from both the environmental and development fields related to the topics of the agenda of each meeting of the MCSD. Appropriate geographical representation and media participation should be ensured.

4. Each Contracting Party to the Barcelona Convention shall be represented by one high-level representative (total 22), who may be accompanied by such alternates and advisers as may be required, in order to ensure interdisciplinary participation of relevant ministerial bodies of the Contracting Parties (e.g. ministries of environment, tourism, economy, development, industry, finance, energy, etc.).

5. All members shall participate in the Commission on an equal footing.

B. METHOD OF NOMINATION OF CANDIDATES OTHER THAN THOSE REPRESENTING THE CONTRACTING PARTIES

6. The Contracting Parties, MCSD members and the Secretariat (in consultation with UNEP/MAP Components, as appropriate) may nominate members of the Commission, other than those representing the Contracting Parties, based on written expressions of interest, and criteria and modalities provided for in Decision **IG.26/2 on Governance, Annex VI: MAP Partner Policy, IG.19/6 on “MAP/Civil society cooperation and partnership”**.

Each biennium, the Steering Committee of the Commission, with the assistance of the Secretariat, shall review the list of the MCSD members, particularly in the light of those members whose mandate may be drawing to a close, and decide on any changes required.

The list of candidates shall be submitted for adoption by the next Ordinary Meeting of the Contracting Parties.

7. The following general selection criteria will apply:

- I. The criteria established in Decision **IG.26/2 on Governance, Annex VI: MAP Partner Policy 19/6 on “MAP/ Civil society cooperation and partnership”** shall be used as a reference text for selection of members representing NGOs.
- II. Priority for selection shall be given to Mediterranean local authorities, NGOs, socio-economic stakeholders, the scientific community, **and** intergovernmental organizations, **and women and youth organizations** that are concerned with environmental and sustainable development issues in the Mediterranean.
- III. The principle of equitable geographical distribution should be respected (north/south and east/west).
- IV. Fragile and island ecosystems will be given due consideration;
- V. With reference to the **sevensix** specific categories, the following are the selection criteria, giving priority to the groups or networks concerned:

(i) Local Authorities

Local authorities to be selected should be concerned with environmental and sustainable development issues.

(ii) Socio-economic Actors

Selection within this group should take into consideration the major problems and decisive factors in the Mediterranean as well as the following factors:

- north/south representation
- developed/developing countries
- rural/urban
- past and current activities at the Mediterranean level.

Priority of selection shall be given to socio-economic networks active in the Mediterranean.

(iii) NGOs

The members representing NGOs should be selected from the list of MAP/NGO partners.

The members should be selected from among three NGO categories, with priority being afforded in the following order:

- NGOs with regional or sub-regional Mediterranean scope
- NGOs with global scope
- NGOs with national or local scope

The NGOs to be selected should have a concrete and action-oriented approach towards the Mediterranean

(iv) IGOs

The members representing IGOs should be selected from organizations with global and/or regional scope, with mandates and activities of direct relevance to the work of the MCSD and the implementation of the MSSD.

(v) Scientific Community

The members representing the scientific community should be selected from among academic/research institutions and individuals with a proven track of relevant work and interest in fields of environment and sustainable development in the Mediterranean.

(vi) Parliamentarians

The members representing Parliamentary Associations should have a Mediterranean regional or sub-regional scope and include individuals with experience in the field of sustainable development.

(vii) Women and Youth

Women and youth organizations to be selected should be concerned with environmental and sustainable development issues.

8. The Secretariat shall develop with inputs from Contracting Parties, MCSD members and UNEP/MAP Components a roster of organizations and individuals from the above categories to be used for future nominations as members of the MCSD.

C. DURATION OF THE MANDATE

9. The duration of the membership of the Commission shall be as follows:

- I. All Contracting Parties to the Barcelona Convention shall be permanent members of the Commission;
- II. Three representatives from each of the six **first** categories **and two representatives of the women and youth category**, shall be selected for a duration of two biennia by the meeting of the Contracting Parties. Their mandate is renewable for one additional term **of two biennia**;

III. The mandate of the MCSD Members under the group of parliamentarians may be renewable for more than one additional term taking into consideration to the extent possible the need for rotation and for geographical balance;

- IV. When members do not attend the Commission meetings, enquiries shall be forwarded by ~~through~~ the Steering Committee through the Secretariat to identify and address the reasons for the non-attendance. Non-Contracting Party organizations who have not attended two successive meetings of the MCSD should be considered for replacement.

Annex IV

Renewed MCSD Non-Contracting Party Membership

New MCSD Non-Contracting Party Members
(with a mandate for the next two biennia)

- *Local authorities Group*
 - **Conference of Peripheral Maritime Regions (CPMR)**
 - **Fispmed Network, Sustainable development and the fight against poverty in the Mediterranean and the Black Sea (FISPMED)**
- *Socio-economic Group*
 - **Euro-Mediterranean Economists Association (EMEA)**
 - **UNIVERDE Foundation**
- *NGOs Group*
 - **Arab Network for Environment and Development (RAED)**
 - **Worldwide Fund for Nature - Mediterranean (WWF-MED)**
 - **Oceanographic Institute of Monaco**
- *IGOs Group*
 - ***To be confirmed***
 - **Centre for Environment and Development for the Arab Region and Europe (CEDARE)**
- *Parliamentarian Group*
 - a. **Circle of Mediterranean Parliamentarians on Sustainable Development (COMPSUD)**
 - b. **Parliamentary Assembly of the Mediterranean (PAM)**
- *Women and Youth Organizations*
 - a. ***Vacant seat***
 - b. ***Vacant seat***

Annex V

List of New MAP Partners

LIST OF NEW MAP PARTNERS

The following institutions are accredited as MAP Partners:

- Mediterranean Youth Foundation for Development
- Banlastic Egypt
- European Public Law Organization (EPLO)
- Association for Protection of Environment and Sustainable Development of Bizerte (APEDDUB)
- Seas at Risk
- Conference of Peripheral Maritime Regions of Europe InterMediterranean Commission (CPMR)
- BETA Technological Centre of the University of Vic-Central University of Catalonia (BETA TC)