

#### Memorandum of Understanding for coordination on sustainable use of marine ecosystems

The Parties of this Memorandum of Understanding (hereinafter referred to as “MoU”) are:

- University of Bari – Department of Veterinary Medicine
- Municipality of Castro
- Municipality Herceg Novi
- University of Montenegro – Institute of Marine Biology
- Agriculture University of Tirana – Faculty of Veterinary Medicine
- Regional Council of Vlora

#### *Preamble*

**Whereas** University of Bari – Department of Veterinary Medicine higher education/research center/university. Lead partner;

**Whereas** Municipality of Castro local public authority;

**Whereas** Municipality of Herceg Novi local public authority;

**Whereas** University of Montenegro – Institute of Marine Biology higher education/research center/university;

**Whereas** Agriculture University of Tirana – Faculty of Veterinary Medicine higher education/research center/university;

**Whereas** Regional Council of Vlora regional public authority;

**Whereas** the project “Adriatic Network for Marine Ecosystem” (hereinafter referred to as “ADRINET”) aims at improving a joint coastal management system to preserve biodiversity and marine ecosystems of selected regions;

**Whereas** ADRINET calls specifically for the drawing up of a fisheries coordination arrangement for the sustainable use of sea bottoms and for ghost-fishing tackling;

**Whereas** University of Bari, University of Montenegro, Regional Council of Vlora, Municipality of Castro, Agriculture University of Tirana, Municipality of Herceg Novi (hereinafter referred to as “Parties”) share these common goals and objectives and recognize the importance of undertaking concerted and coordinated actions to further these goals and objectives and assist their respective members in the implementation of ADRINET;

**Recalling** the commitments of Parties to ADRINET vision of healthy marine ecosystems that are adequately valued and protected through robust, integrative and inclusive governance arrangements at local levels;



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Fakultet Veterinarske  
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Now therefore Parties have agreed as follows:

### **Article 1 – Objective of Cooperation**

The overall objective of this MoU is to enhance a joint coastal management system to preserve biodiversity and marine ecosystems.

More specifically, this MoU aims at formalizing an arrangement to facilitate, support and strengthen a common, multilateral and trans-border policy through the assistance of sustainable fishing for the maintenance of the marine ecosystem.

### **Article 2 – Areas of Cooperation**

The Parties agree to collaborate in order to:

1. promote coordination and mutual cooperation in:
  - areas and subjects covered by ADRINET (such as sea pollution, illegal, unreported and unregulated fisheries, over-exploitation of fish stocks, ghost-fishing);
  - areas and actions identified in ADRINET that are of relevance to the mandate/scope of work of the Parties, subject to their internal rules and procedures; and
  - other areas of collaboration that contribute to the fulfilment of the objectives of ADRINET in the field of promoting responsible fisheries in the areas covered by the project.
2. ensure a free flow of mutually useful information (including data) concerning fish stocks, fishery activities and marine ecosystems;
3. facilitate the definition of a common strategy and shared tools in order to provide guidance on how to apply the various concepts of environmental and spatial assessment and planning in a risk-management structure focusing on fishing impact on environment;
4. cooperate on relevant scientific and fisheries management projects of mutual interest;
5. establish reciprocal observer arrangements according to their respective internal rules and procedures.

### **Article 3 – Implementation of the Cooperation**

For each specific target, each Party will take a lead coordinating role in the appraisal and formulation of fisheries management advice. The Parties will agree amongst themselves which Party will provide direction to and facilitate the work of any eventual specific joint technical working group.



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In implementing projects and programmes in the agreed areas of cooperation, the Parties will conclude separate agreements appropriate for the implementation of such initiatives. Nothing in this MoU obligates any of the Parties to negotiate and enter into any project implementation agreements.

This MoU implies no financial or other resource commitment by the Parties.

#### **Article 4 – Coordination, communication and management**

The University of Bari – Department of Veterinary Medicine will coordinate the implementation of this MoU in close cooperation with the other Parties. However, the Parties may agree amongst themselves on another lead coordinator.

The Parties will hold regular meetings to plan, coordinate and review the progress made in the execution and implementation of the MoU.

All correspondence regarding the implementation of this MoU will be addressed to: [elisabetta.bonerba@uniba.it](mailto:elisabetta.bonerba@uniba.it).

Except as otherwise specified in this MoU, electronic communications (including formal notices) will be used as preferred means of formal communication between the Parties.

#### **Article 5 – Intellectual Property Rights**

Intellectual property rights, in particular copyright, in material such as information and designs, available by the Parties to be used to carry out activities under this MoU will remain with the originating Party. Appropriate authorizations for use of such materials by the other Party will be addressed in the agreements concluded in accordance with Article 3, paragraph 3, above.

#### **Article 6 – Use of name and logo**

The Parties agree not to use in any press release, memo, report or other published disclosure related to this MoU the other Party's name or logo without the prior consent of the Party concerned.

#### **Article 7 – Confidentiality**

None of the Parties or their personnel will communicate or disclose to any other person or entity any confidential information made known to them by another Party in the course of the implementation of this MoU without the prior written consent of the Party providing the information.

#### **Article 8 – Applicable law**

The present MoU and any document or arrangement relating thereto will be governed by general principles of law, to the exclusion of any single national system of law.

#### **Article 9 – Settlement of disputes**

Any dispute between any of the Parties, arising out of the interpretation or execution of the present MoU, or any document or arrangement relating thereto, will be settled by negotiation between the Parties



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concerned. Any differences that may not be so settled will be brought to the attention of the Executive Heads of the Parties for final resolution.

### **Article 12 – Entry into force, duration, amendment and termination**

This MoU will enter into effect upon signature by all Parties.

This MoU will have an initial duration of 5 (five) years. Subject to its satisfactory past implementation, this MoU may be extended by mutual written agreement between the Parties.

This MoU may be amended by written mutual agreement between all Parties.

Any Party may withdraw from this MoU at any time, by giving advance 6 (six) months written notice of such withdrawal to the other Parties. The withdrawal will become effective three months after the date of receipt of the notice by all Parties. In that event, the Parties will agree on measures required for the orderly conclusion of on-going activities.

This MoU may be terminated jointly by all Parties. In that event, the Parties will jointly agree on measures required for the orderly conclusion of on-going activities. The rights and obligations set out in Articles 5 and 6 of the MoU will survive the expiration or termination of this MoU.

**FOR (insert the name of the Organization/institution and the stamp):**

.....

**Name and Surname of the signatory and signature**

**Date:**



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## **TITLE OF THE DOCUMENT: STAKEHOLDERS MANAGEMENT REPORT**

TOPIC: Each partner will be involved in this long-lasting action aimed at getting relevant local stakeholders to sign the project MoU, with the final purpose to define a common, multilateral and transborder policy for the sustainable use of fishing and for ghost-fishing tackling

REF. NUMBER: T3.1

AREA: Italy – Albania – Montenegro.

## 1. Concept

2 HR from each partner were in charge of Stakeholders' management, concept and editing of a Memorandum of Understanding (MoU) in order to define a common, multilateral and transborder policy for the sustainable use of coastal ecosystem and for ghost-fishing tackling.

The MoU consists in a voluntary commitment of its signatories and contains recommendations to the local stakeholders to reduce the impact of their activities on the marine ecosystems and seabed in particular. Therefore, relevant involved stakeholders commit to agree on internationally harmonized technical and/or organizational and/or financial measures to be implemented to reduce environmental impact regarding water pollution, noise, waste, and water waste.

MoU contains holistic policies to Protect, Assess and Support the Health of marine ecosystems and seabed. It is also focused on the importance of ensuring Sustainable and Just Fisheries and global governance of the sea as, for instance, develop, adopt, and implement science-based fisheries management plans.

## 2. Activity description

Following the phases of studying and exchange of experiences in the CRs (WP T2), partners looked after the creation of close relationship with key-stakeholder, such as Public Agencies and Local, regional or National Bodies, Trade Unions, NGOs, Universities and Research Centres.

This process of involvement took time and patience, so that could not be started at the end of the project life: it requires to be started in the first phases to be reasonably sure that relevant stakeholders will sign a MoU containing holistic Policies to Protect, Assess and Support the Health of marine ecosystems and seabed.

The MoU focuses also on the importance of ensuring Sustainable and Just Fisheries and global governance of the sea. In the plan, the CRs of each Municipality would have organised 3 forums with relevant players to favour the involvement of key-players such as policy makers, public local bodies, scientific agencies. Due to COVID-19 restrictions imposed by each Government in the 3 Countries, these forums had to be turned into one-to-one meetings in remote mode. Meetings (conference calls) were organized by the project staff involved in this task and the single stakeholder.

## 3. Results

The Project involved an overall number of 21 key-stakeholders in the 3 Countries, out of which 14 were Italian and 7 Albanian. No Montenegrin stakeholder was keen to sign the MoU so far.

This number (21) represents more than two thirds of the expected number, but still did not meet the target.

Nonetheless, the lack of MoU signed was in some ways compensated by the relevance of the signatory stakeholders.

They can be divided as follows:

- local public authority: 4
- regional public authority: 1
- national public authority: 1
- sectoral agency: 3
- interest groups including NGOs: 4
- higher education and research: 7
- Other: 1 (AIESEC)

The list includes:

WWF (ITA)

UNIBA – Terza Missione (ITA)

Puglia Region (ITA)

Politecnico di Bari (ITA)

Legacoop (ITA)

Federpesca (ITA)

DISAAT (ITA)

UNIBA – Biology Department (ITA)

Municipality of Giovinazzo (ITA)

CNR – IRSA (ITA)

CHIEAM (ITA)

ASSOITTICA (ITA)

ARPA PUGLIA (ITA)

AIESEC (ITA)

Regional Administration for Protected Areas Vlore (ALB)

Port Authority Shengjin (ALB)

Maritime Border Police Shengjin (ALB)

Port Authority Shengjin (ALB)

Port Authority Vlora (ALB)

Fisheries Inspectorate - Vlora Directorate (ALB)

Aquaculture and Fishery Laboratory Durres (ALB).