INTERGOVERNMENTAL OCEANOGRAPHIC COMMISSION
(of UNESCO)

Thirtieth Session of the Assembly
UNESCO, Paris, 26 June–4 July 2019

DRAFT MEMORANDUM OF UNDERSTANDING
BETWEEN THE FOOD AND AGRICULTURE ORGANIZATION OF THE UNITED NATIONS,
THE WORLD HEALTH ORGANIZATION, THE INTERNATIONAL ATOMIC ENERGY AGENCY
AND THE INTERGOVERNMENTAL OCEANOGRAPHIC COMMISSION OF UNESCO ON
CIGUATERA FISH POISONING

Information

The purpose of the proposed MoU between FAO, IAEA, WHO and UNESCO-IOC is to implement a joint coordinated strategy to address Ciguatera Fish Poisoning (CP) and to facilitate cooperation among the Parties, on a non-exclusive basis further to and within each organization’s respective mandate.

The Draft MOU presented to the Assembly, in line with the IOC status as a body with functional autonomy within UNESCO, has undergone an extensive review by the relevant services of respective organizations. In accordance with Article XI.1 of UNESCO’s Constitution, which requires that formal arrangements with specialized intergovernmental organizations and agencies be subject to the approval of UNESCO’s Executive Board, the Draft MOU will be presented to the fall 2019 session of the Board, prior to signature.
Ciguatera fish poisoning (CFP) is one of the most common yet most serious food-borne illnesses related to seafood consumption. It affects about 400 million people living in the endemic zones, mainly in the tropical Pacific. It was estimated that 10,000–50,000 people per year suffer from this illness.

CFP is caused by the consumption of fish that have become contaminated from toxic dinoflagellates (*Gambierdiscus toxicus*), plankton found in marine but also fresh water. According to a report published by FAO in 2004, more than 400 species of fish are known to be vectors of ciguatera, and *Gambierdiscus toxicus* is found primarily in the tropics in association with macro algae usually attached to dead corals.

Growth, distribution and abundance of CFP-associated dinoflagellates are largely temperature driven and expected to shift in response to climate induced changes as ocean temperatures rises, which impacts on the distribution and proliferation of toxic dinoflagellates and makes the occurrence of CFP less predictable.

In addition to climate change, globalization of trade might also contribute to the spread of CFP. As such, further guidance might be needed for those countries that did not consider ciguatoxins in their risk management programs in the past.

Concern over CFP was raised at the 32nd Session of the FAO-WHO Codex Committee on Fisheries and Fishery Products (2016)\(^1\).

On UNESCO-IOC side, an initiative to address the CFP is developed within the framework set by the IOC Intergovernmental Panel on Harmful Algal Blooms (IPHAB) in its Decision IPHAB-XIII.4 ‘Task Team on a Global Inter-Agency Ciguatera Strategy for Improved Research and Management’ at its 13th session in 2017 (IOC/IPHAB-XIII/3s).

The purpose of the proposed MoU between the Food and Agriculture Organization of the United Nations (FAO), the International Atomic Energy Agency (IAEA), the Intergovernmental Oceanographic Commission (IOC) of the United Nations Educational, Scientific and Cultural Organization (UNESCO) and the World Health Organization (WHO), is to implement a joint coordinated strategy to address Ciguatera Fish Poisoning (CP) and to facilitate cooperation among the Parties, on a non-exclusive basis further to and within each organization’s respective mandate.

The joint coordinated strategy covers the following elements:

(i) improving the detection of toxins in dinoflagellate cells and fish tissue;
(ii) improving the detection and monitoring of ciguatoxins in marine food webs, as well as risk forecasting;
(iii) improving epidemiological data collection, reporting and assessments.

The inter-agency agreement addresses both the respective missions of the parties, the relevant UN Sustainable Development Goals and the contribution of each agency for easier reference and visibility. The visibility is facilitated by a formalized agreement as it signals to Member States and the user community that the agencies cooperate and thereby raise the awareness of CP. An inter-agency agreement on CP will facilitate interaction and collaboration among different Member States authorities and stakeholders to protect public health and seafood trade at the national, regional and international level.

The Draft MoU has been developed at a series of Joint FAO, IAEA, IOC and WHO technical meetings for the development of an Inter-Agency Global Ciguatera Strategy, the latest of which

\(^1\) [https://www.who.int/foodsafety/areas_work/chemical-risks/CFP/en/](https://www.who.int/foodsafety/areas_work/chemical-risks/CFP/en/) (accessed 29 May 2019)
was held at the IAEA Environment Laboratories, Monaco, on 12–13 April 2018. Subsequently the MoU has been finalized by correspondence.

Implementation of any of the activities outlined in this MoU will be subject to the availability of sufficient financial and human resources for that purpose, as well as each party's programme of work, priority activities, policies, rules and regulations, as well as administrative procedure and practice.

The draft MoU is being processed in parallel by the four (4) involved agencies.
MEMORANDUM OF UNDERSTANDING

BETWEEN

THE FOOD AND AGRICULTURE ORGANIZATION OF THE UNITED NATIONS (FAO);
THE INTERNATIONAL ATOMIC ENERGY AGENCY (IAEA);
THE INTERGOVERNMENTAL OCEANOGRAPHIC COMMISSION (IOC) of the
UNITED NATIONS EDUCATIONAL, SCIENTIFIC AND CULTURAL
ORGANIZATION (UNESCO);

AND

THE WORLD HEALTH ORGANIZATION (WHO)

This Memorandum of Understanding ("MoU") is entered into by the Food and Agriculture
Organization of the United Nations (hereinafter referred to as FAO); the International Atomic
Energy Agency (hereinafter referred to as IAEA); the Intergovernmental Oceanographic
Commission of the United Nations Educational, Scientific and Cultural Organization
(hereinafter referred to as UNESCO/IOC); and the World Health Organization (hereinafter referred to as WHO),
who are hereinafter separately referred to as the "Party" and jointly as the "Parties".

WHEREAS the FAO a Specialized Agency of the United Nations system established in 1945, is the
leading organization within the United Nations system in the field of food and agriculture, and works
towards the achievement of its Vision of a world free from hunger and malnutrition where food and
agriculture contribute to improving the living standards of all, especially the poorest, in an
economically, socially and environmentally sustainable manner;

WHEREAS the IAEA is an independent agency of the United Nations system, its objective is to
seek to accelerate and enlarge the contribution of atomic energy to peace, health and prosperity
throughout the world. In the framework of its mandate to encourage and assist Member States in the
applications of nuclear technology for environmental health, the IAEA works with other
international organizations to ensure the safe, secure and peaceful use of nuclear science and
technology in the protection of the marine environment carrying out studies of radioactive and non-
radioactive contaminants in the sea and providing technical assistance and training on a worldwide
scale, through its laboratories located in the Principality of Monaco, the only environment laboratory
of the entire UN system.

WHEREAS UNESCO/IOC is a body with functional autonomy within the United Nations
Educational, Scientific and Cultural Organization (UNESCO), that aims at promoting international
cooperation and to coordinate Programmes in ocean research, services and capacity building, in
order to learn more about the nature and resources of the ocean and coastal areas and to apply that
knowledge for the improvement of management, sustainable development, the protection of the
marine environment, and the decision-making process of its Member States.

WHEREAS WHO as specialized agency of the United Nations system having its headquarters in
Geneva, Switzerland, is the directing and coordinating authority on international health, and provides
leadership on [insert thematic area], shapes the health research agenda, sets health norms and
standards, articulates evidence-based policy options, provides technical support to countries, and monitors and assesses health trends;

WHEREAS FAO, UNESCO/IOC, IAEA and WHO have maintained a close and effective collaboration over the past 4 years specifically on the topic of Ciguatera Poisoning with their distinct, yet complementary roles in the UN system involving the application of sciences in solving problems, reinforcing capacities and supporting policy and decision-making at the national, regional and international levels drawing on the best scientific knowledge available and on multi-scale assessments of thematic and crosscutting issues; and the Executive Heads of the Parties being fully committed to UN reform, strengthening UN system-wide coherence and "delivering as one", with the purpose to provide a framework of cooperation and facilitate collaboration between the Parties, on a non-exclusive basis, to enable national governments to access UN expertise, based on national development priorities and plans, contributing to United Nations Development Assistance Framework outcomes and supporting complementary UN common country programming processes; and to undertake scientific research, monitoring and assessments and to provide policy advice to all Governments;

WHEREAS the Parties wish to formalize their strategic partnership to develop an Interagency Global Ciguatera Strategy so as to enhance the contribution of each Organization in supporting their respective memberships to develop national, regional and international capacity to manage ciguatera poisoning;

NOW THEREFORE, the Parties decide as follows:

**Article I: Purpose**

The purpose of this MoU is to provide a framework of cooperation and understanding, and to facilitate cooperation among the Parties, on a non-exclusive basis, in the areas outlined in Article II further to and within each Organization’s respective mandate.

**Article II: Areas of Cooperation**

The overall aim of this collaboration is to develop and implement a partnership through an Interagency Global Ciguatera Strategy to improve the capacity in Member States to assess, manage and protect public health, food safety, trade and sustainable exploitation of marine living resources. The Parties undertake to cooperate through complementary and/or joint programming efforts in the following areas of cooperation:

- Production of guidance to local communities on prevention and management of ciguatera poisoning.
- Enhance awareness/literacy at local level through national or regional bodies or translation of expert guidance into local languages.
- Identify regional health professionals who can treat ciguatera poisoning.
- Development and operation of methodologies for the analysis of toxins in the environment and seafood.
- Promote high priority research and data production to enhance scientific understanding of underlying ecology and triggers of occurrences of ciguatera poisoning.
- Systematic compilation and publication of data on harmful species occurrence, vector species (marine resource contamination?), outbreaks and epidemiology.

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 III: Implementation, Fundraising and responsibility

Implementation of any of the activities outlined in this MoU will be subject to the availability of sufficient financial and human resources for that purpose, as well as each Party’s programme of work, priority activities, policies, rules and regulations, as well as administrative procedure and practice.

Neither Party will engage in fundraising with third parties for activities to be carried out pursuant to this MoU in the name of, or on behalf of, the other Party, without the prior written approval of the other Party.

Each Party will be solely responsible for its acts and omissions in connection with this MoU, its implementation, and/or any subsequent arrangements. Thus, neither Party will be responsible for any loss, accident, damage or injury suffered or caused by the other Party, or that other Party’s employees, consultants or sub-contractors, in connection with, or as a result of, the collaborative activities under this MoU and/or any subsequent arrangements.

In order to implement the agreed complementary and/or joint activities the Parties to this MoU will contribute as follows:

a. by establishing an interagency Group to develop, coordinate and implement joint activities. This group will meet whenever necessary with a view to share information on the relevant developments of the joint activities and related matters;

b. by developing a work-plan, outlining the potential activities on specific areas of collaboration including those already identified in Article II.

c. by facilitating the participation of the other Parties in each other meetings related to ongoing projects;

d. by establishing the appropriate channels of communication to facilitate cooperation between institutions to implement agreed upon activities; and

e. by establishing policies of promotion and communication to Member States to facilitate outreach efforts on the benefits and results of FAO-IAEA-UNESCO/IOC-WHO joint activities on the topic of Ciguatera Poisoning.

Article IV: Financial Arrangements

Nothing in this MoU will give rise to a legal or financial obligation upon any Party. Where measures taken to implement this MoU may give rise to any financial or legal obligations, the Parties will in each case consult and decide in writing under a separate arrangement, subject to the Financial Rules and Regulations of the respective Parties, prior to undertaking such measures.

Article V: Intellectual Property Rights

Each Party maintains the intellectual property it owns. In the event of joint implementation of activities pursuant to this MoU, which result in the development of intellectual property rights, the provisions regarding such intellectual property rights will be determined by separate agreement between the Parties.

Article VI: Official Emblems and Logos

Neither Party will use the name, emblem or logo of the other Party, its subsidiary bodies, or affiliates, in any way, including in any publication or public document, without the prior written approval of the other Party.
Article VII: Disclosure and Publicity

Subject to the provisions of Article VI above, each Party may acknowledge the existence of this MoU to the public, as well as to the extent possible, general information with respect to the collaborative activities contemplated herein. Such disclosure will be made in accordance with the disclosing Party’s respective disclosure policies, provided always that any such disclosure will be consistent with the terms of this MoU.

Each Party may publish this MoU on its website, provided that:

a) The context in which each Party intends to do so will be subject to the advance written agreement of the other Party (agreement not to be unreasonably withheld); and

b) Except as explicitly provided herein, this MoU and any subsequent arrangements and/or any individual clauses contained therein will not be publicly disclosed or made available without the prior written agreement of all Parties involved.

Article VIII: Duration and Renewal

This MoU will come into effect on the date of the last signature by the authorized official of each Party and will be valid for a period of 5 (five) years. It may be extended by written agreement of the Parties for additional periods of [5] years.

Article IX: Termination

This MoU may be terminated by any Party before the date of its expiry by giving notice in writing to the other Parties. The MoU will terminate 60 (sixty) days after the date of this written notification, without prejudice to the orderly completion of any ongoing activity pursuant to this MoU as of the time of such notice of termination.

Article X: Amendments

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

Article XI: Communications

All written communications exchanged under this MoU will be directed to the following addresses:

For FAO:
Fisheries and Aquaculture Department
Food and Agriculture Organization of the United Nations
Viale delle Terme di Caracalla
00153 Rome
Italy
[    ]
cc. [    ]

For IAEA:
International Atomic Energy Agency
Vienna International Centre
PO Box 100
A-1400 Vienna
Austria
[   ]
cc.[   ]

For UNESCO/IOC:
Intergovernmental Oceanographic Commission
UNESCO
7 Place de Fontenoy
75352 Paris Cedex 07
France
[   ]
cc.[   ]

For WHO:
World Health Organization
20 Avenue Appia
CH-1211 Geneva 27
Switzerland
[   ]
cc.[   ]

Article XII: Dispute Resolution

In the event of a dispute, controversy or claim arising out of or relating to this MoU, the Parties will use their best efforts to promptly settle such dispute through direct negotiation. Any dispute that is not settled within sixty (60) days from the date either Party has notified the other Party of the nature of the dispute and of the measures that should be taken to rectify it will be resolved through consultation between the Heads of the Parties.

IN WITNESS WHEREOF, the duly authorized representatives of the Parties affix their signatures below on _______ of _____ 2019

For FAO – ADG for Fisheries and Aquaculture Department
For IAEA
For UNESCO/IOC – ADG/IOC
For WHO