

DRAFT RESOLUTION 9.9
ACCOBAMS PARTNERS

The Meeting of the Parties to the Agreement on the Conservation of Cetaceans of the Black Sea, Mediterranean Sea and contiguous Atlantic area:

Recognising the significant role played by ACCOBAMS Partners in the conservation of cetaceans in the Agreement area,

Moved by the desire to simplify the documentation requested for applying to the status of ACCOBAMS Partner,

Acknowledging the necessity to clarify the procedure for the withdrawal of this status,

Taking into consideration the recommendation by the Sixth Meeting of the ACCOBAMS Extended Bureau,

1. *Decides* to amend the criteria for applying to the status of ACCOBAMS Partner as follows:

- a) Sub-paragraph c) of paragraph 3 of [Annex 1](#) is replaced by the following sub-paragraph: “c) a note concerning the applicant’s capacity and experience in the field of cetacean conservation;”
- b) Paragraph 2 of [Annex 2](#) is replaced by the following: “2. ACCOBAMS Partners shall present, at the latest two months after the first meeting of the Scientific Committee of the triennium, a programme of collaboration with the Secretariat. The programme shall include all activities to be carried out in the frame of the partnership and related to the conservation plan and the support to the Secretariat.”
- c) The first sentence of paragraph 5 of [Annex 2](#) is replaced by the following sentence: “5. Before each Meetings of the Parties, ACCOBAMS Partners shall report on the use of the ACCOBAMS logo and on the implementation of their relevant activities, such as:
 - (i) providing support to cetacean conservation by implementing practical research, collection and analysis of information or other educational and training activities;
 - (ii) implementing partnership ventures, such as for training and education, technical and scientific expertise, policy development or evaluation and assessment, particularly where such ventures have brought new and additional benefits to the functioning of the ACCOBAMS partnership;
 - (iii) cooperation with national and international governmental and non-governmental bodies;
 - (iv) contribution to the further development of policies and tools of the Agreement and their application, particularly by assisting Parties to meet their obligations under the Agreement;
 - (v) communication with the Secretariat and cooperation with it in the achievement of ACCOBAMS objectives, including through integration of information in the NETCOBAMS platform.”
- d) Paragraph 8 of [Annex 2](#) is replaced by the following paragraph:

“8. On proposal by the Secretariat, the Bureau may decide to withdraw the status of ACCOBAMS partner if no activities are reported, if they are considered not to be relevant or are contrary to the achievement of the ACCOBAMS objective or to the present Rules and commitments or if there has been no communication with, the Secretariat for three years. The Bureau may warn the ACCOBAMS Partner concerned that the proposal of

withdrawal will be put on the Bureau's agenda of its subsequent Meeting, explaining the reason/s why. Withdrawal of the Partner's status does not prejudice any legal action for improper use of the ACCOBAMS Partner logo."

e) Point 3 of [Annex 3](#) is replaced by the following point:

"3. A note concerning the applicant's capacity and experience in the field of cetacean conservation";

2. *Adopts* the amended annexes to the present Resolution;

3. *Decides* that the present Resolution replaces Resolution 7.9.

ANNEX 1**Criteria for applying to the status of ACCOBAMS Partner**

1. ACCOBAMS Partners can be Entities based either within ACCOBAMS Parties or in States Non-Parties to the ACCOBAMS, whose cetacean conservation actions are developed within the Agreement area;
2. These Entities shall belong to one of the following types:
 - Public National Entities;
 - Non-Governmental Organizations;
 - Public and private Research Institutes;
 - Private Companies;
3. The following documents shall be sent to the ACCOBAMS Secretariat by the applicant:
 - a) a copy of the Entity's statute, in original language and translated into English or French, indicating the objectives of the Entity;
 - b) a signed Declaration of Commitment (included in the Application form here attached as Annex 3), declaring that the Entity actions include conservation of cetaceans and of their habitat, human-cetacean interactions or other activities relevant with the spirit of the Agreement;
 - c) a note concerning the applicant's capacity and experience in the field of cetacean conservation;**
 - d) the Curriculum Vitae of the person responsible of the entity applying for the ACCOBAMS Partner status;
 - e) a signed copy of the Rules and Commitments (here attached as Annex 2), together with a commitment to comply with them; f) a copy of the Application form duly filled and signed (here attached as Annex 3).

ANNEX 2

RULES AND COMMITMENTS OF ACCOBAMS PARTNERS

1. ACCOBAMS Partners shall be expected to contribute on a regular basis and to the best of their ability to the further development of policies, technical and scientific tools of the Agreement and to their application.
2. ACCOBAMS Partners shall present, at the latest two months after the first meeting of the Scientific Committee of the triennium, a programme of collaboration with the Secretariat. The programme shall include all activities to be carried out in the frame of the partnership and related to the conservation plan and the support to the Secretariat.
3. ACCOBAMS Partners shall make proper use of the ACCOBAMS Partners logo in compliance with ACCOBAMS Resolution 4.21.
4. ACCOBAMS Partners shall communicate with the Secretariat on activities related to ACCOBAMS objectives. ACCOBAMS Partners shall share information, including their publications, with their National Focal Point. ACCOBAMS Partners that own original data on cetaceans in the Agreement area are strongly encouraged to share such data, as appropriate, through NETCCOBAMS, the MEDACES stranding database and through the OBIS SEAMAP database and any other relevant tools.
5. **Before each Meetings of the Parties, ACCOBAMS Partners shall report on the use of the ACCOBAMS logo and on the implementation of their relevant activities, such as:**
 - i. **providing support to cetacean conservation by implementing practical research, collection and analysis of information or other educational and training activities;**
 - ii. **implementing partnership ventures, such as for training and education, technical and scientific expertise, policy development or evaluation and assessment, particularly where such ventures have brought new and additional benefits to the functioning of the ACCOBAMS partnership;**
 - iii. **cooperation with national and international governmental and non-governmental bodies;**
 - iv. **contribution to the further development of policies and tools of the Agreement and their application, particularly by assisting Parties to meet their obligations under the Agreement;**
 - v. **communication with the Secretariat and cooperation with it in the achievement of ACCOBAMS objective, including through integration of information in the NETCOBAMS platform**

To this end, their reports shall reach the Secretariat and the relevant National Focal Point at the latest two months before the Bureau meeting held to prepare the Meeting of the Parties.
6. Partners shall be invited to participate, in an observer capacity and as advisors, in all activities of the Agreement, except when otherwise decided by the Meeting of the Parties.
7. ACCOBAMS Partners could be invited to contribute to the development of project proposals, project implementation and to the evaluation of project results.
8. **On proposal by the Secretariat, the Bureau may decide to withdraw the status of ACCOBAMS partner if no activities are reported, if they are considered not to be relevant or are contrary to the achievement of the ACCOBAMS objective or to the present Rules and commitments or if there has been no communication with the Secretariat for three years. The Bureau may warn the ACCOBAMS Partner concerned that the proposal of withdrawal will be put on the Bureau's agenda of its subsequent Meeting, explaining the reason/s why. Withdrawal of the Partner's status does not prejudice any legal action for improper use of the ACCOBAMS Partner logo.**

Date and place

Name of the person responsible of the entity applying for the ACCOBAMS Partner status

Signature Stamp and/or logo if applicable.

ANNEX 3 APPLICATION FORM

Applicants shall send all relevant documents by email at: secretariat@accobams.net or by mail at the following address:

ACCOBAMS Secretariat
Les Jardins d'Apolline - Bloc C
1, Promenade Honoré II
98000 MONACO

The _____ (name of the Entity applying), represented by (Name of the person responsible of the entity applying for the ACCOBAMS Partner status) _____, in quality of _____, with the aim to apply for the ACCOBAMS Partner status declares that the application contains the following elements:

1. A copy of the statute of the Entity (in original language and a translation into English or French);
2. The signed Declaration of Commitment (included in the Application form) declaring that the Entity actions include conservation of cetaceans and of their habitat, human-cetacean interactions or other activities relevant with the spirit of the Agreement;
3. **A note concerning the applicant's capacity and experience in the field of cetacean conservation;**
4. Curriculum Vitae of the person responsible of the entity applying for the ACCOBAMS Partner status;
5. A signed copy of the Rules and Commitments (Annex 2 of the Resolution).

DECLARATION OF COMMITMENT

On behalf of _____ (name of the Entity applying), I commit to comply with the rules and commitments specified in Annex 2 to ACCOBAMS [Resolution 9.9].

Actions of _____ (name of the Entity applying) include conservation of cetaceans and of their habitat, human-cetacean interactions or other activities relevant with the spirit of the Agreement.

Name of the Entity:

Address, Telephone/fax, e-mail, website:

Social media link(s):

Place and date:

Name of the person responsible of the entity applying for the ACCOBAMS Partner status:

Signature Stamp and/or logo if applicable.