



**CPMR  
CRPM**



**BALKAN & BLACK  
SEA COMMISSION**

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**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**THE BLACK SEA ASSOCIATION OF MARITIME INSTITUTIONS (BSAMI)**

**AND**

**THE GENERAL SECRETARIAT OF THE  
CONFERENCE OF PERIPHERAL MARITIME REGIONS (CPMR)**

**(10 February 2021)**

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The Black Sea Association of Maritime Institutions (BSAMI),

and

The General Secretariat of the Conference of Peripheral Maritime Regions (General Secretariat of the CPMR) with a principal address at 6, Rue Saint-Martin 35700 Rennes - France

hereinafter collectively referred to as the Parties or individually as Party,

*Bearing in mind* that the Black Sea Association of Maritime Institutions (hereinafter referred to as “BSAMI”) was established in April 2010 in Istanbul by six higher education institutions who decided to meet the responsibility as a team to further enhance themselves as the major global centre of the highest quality maritime human resources through knowledge, innovation and implementation towards the future.

*Recognising* that the Conference of Peripheral Maritime Regions (hereinafter referred to as CPMR) is a non-profit organisation gathering some 150 regional authorities from Europe and third countries engaged in political and technical cooperation among its members in the field of Maritime Policies; Transport & Accessibility; Social, Economic & Territorial Cohesion; Environment & Energy; Neighbourhood Policy; Migration Management; Tourism; External Cooperation. The CPMR works as a group of interest and a think tank for Europe and is organised in six Geographical Commissions (GCs): Balkan & Black Sea (BBSC), Intermediterranean (IMC), Islands (IC), Atlantic Arc (AAC), North Sea (NSC), and Baltic Sea (BSC). The Balkan & Black Sea Commission (hereinafter BBSC) is open to collaboration and membership from the Balkan and Black Sea region.

*Aware* of the potential benefits resulting from mutual co-operation in terms of the increased impact and effectiveness of their respective programmes and faster achievement of their common objectives;

*Desiring* to make provision for a mutually beneficial relationship by consolidating and enhancing collaboration to the extent feasible and taking into account their expertise and responsibilities;

*Have come to the following understanding:*

## **I. OBJECTIVES**

1. This Memorandum of Understanding (hereinafter MoU) represents a statement of intent by BSAMI and the General Secretariat of the CPMR, to collaborate in the achievement of the purpose as described, and on the basis outlined, below.
2. Consistent with their respective mandates, the Parties desire to collaborate in joint initiatives to promote innovative maritime education and training in the wider Black Sea region.

3. The Parties cooperate in good faith in accordance with the relevant principles and objectives of BSAMI and CPMR, Statutes and Basic Agreement-based provisions as well as Declarations and Decisions adopted by their relevant decision-making organs and the provisions of the present MoU.

4. The present MoU will provide a general framework for coordination of activities of both Parties on a regular basis and strengthening of their relations, with the aim of enhancing cooperation between BSAMI and CPMR on issues of common interest.

5. The objective of this MoU is to lay down the basis for cooperation between BSAMI and the General Secretariat of the CPMR aiming at further development of projects and initiatives with regards to the common interests of BSAMI and CPMR Members.

## **II. SCOPE AND MODALITIES OF COOPERATION**

1. This Memorandum provides a framework within which the Parties may develop and undertake collaborative activities in order to pursue more effectively the aforementioned purpose.

In particular, the Parties anticipate that their collaboration will focus on a number of specific substantive areas, consistent with their policies and procedures, which will include, but not be limited to:

- i. Maritime Education and Training;
- ii. Transport, including Maritime and River Transport, & Accessibility;
- iii. Social & Economic Cohesion;
- iv. Environment & Energy;
- v. Tourism;
- vi. Youth;
- vii. Trade, Economic Development and SMEs;
- viii. Science and Technology;
- ix. Information & Communication Technologies;

2. Each Party may submit to the other Party a proposal for cooperation in mutually agreed areas. Any such proposal will be subject to approval by BSAMI and CPMR respectively.

3. The Parties agree that it is their own mutual interest to cooperate on issues of common importance.

4. Accordingly they agree to the following:

The Parties hereby agree to keep each other informed of activities that may be of common interest to the extent permitted by the rules and procedures of each Party. Such exchange may

include making available reports and recommendations adopted within the respective organisations, and more generally, any publications on subject of common interest;

The Parties will endeavour to deepen their cooperation by means of formal and informal consultations on issues of common interest for the purposes of furthering and facilitating the achievement of their common objectives and of ensuring the greatest possible coordination of activities with a view to maximizing collaboration and mutual support;

At any time, either of the Parties may make proposal to the other Party about particular projects or events undertaking by the other Party, which the recipient Party will take into consideration in good faith;

The Parties could organise joint events on areas of common interest and on issues falling under their respective mandates which may also include working groups, seminars and conferences.

The Parties agree to share their experience on issues of importance to their respective regions, such as experience on optimising cooperation forms, main cooperation networks and projects.

5. In order to implement the provisions of the present MoU, the Parties intend to pay a special attention to the following modalities of cooperation:

- Mutual use of professional expertise, exchange of expertise and practices of both Secretariats;
- Exchange of information on issues, relevant for regional cooperation;
- Exchange of information on current and planned activities of common interest to both Parties, on calendar of meetings and on publications;
- Interaction between the Secretariats' Experts;
- Securing visibility and providing public information coverage to joint events and activities through different tools (e.g. newsletters, websites etc.);

6. The Parties may use appropriate media means to make public and disseminate the terms or outcomes of this Memorandum of Understanding as they think fit. Nevertheless, the use of the logos of each organisation on any dissemination or other material should be granted only upon specific authorisation of the Parties.

### **III. DUTIES AND RESPONSIBILITIES**

1. With a view to achieve the purpose of this Memorandum, the Parties are expected to carry this type of activities:

- i. exchange experience and know-how on capacity building; share knowledge, ideas and lessons learnt;
- ii. plan joint activities in areas of common interest;
- iii. pool efforts and expertise;

- iv. collaborate on the promotion, preparation and organisation of workshops/conferences/training seminars;
- v. collaborate on the dissemination of activities through publications, seminars, workshops, conferences and other easily accessible means;
- vi. periodically evaluate the effectiveness of working in collaboration, with reference to their respective mandates and priorities;
- vii. facilitate the access of each other to the European and International Institutions and Organisations, as well as to the Regional and Local Authorities of the countries concerned;
- viii. foster the emergence of joint projects between the Parties and in particular between BSAMI and CPMR.

2. To this end, the Parties anticipate that each Party will contribute to the activities of this undertaken pursuant to this Memorandum, in one or more of the following ways:

- i. mobilising its own staff for the pursuit of the objectives of this Memorandum;
- ii. providing facilities for workshops, conferences or training seminars;
- iii. such other means as the Parties may agree.

3. Unless otherwise agreed, each Party shall be responsible for its own costs.

4. This Memorandum does not grant the right to use materials belonging to or created by either Party. The Parties recognise the importance of intellectual property rights protecting the materials used for or resulting from the joint activities conducted under the framework established by this Memorandum. Neither Party shall acquire any right, title or interest in the other Party's name under this Memorandum.

#### **IV. ADMINISTRATIVE IMPLICATIONS**

1. This MoU is not intended to create legal relations between the Parties or to impose formal obligations on them. No provision of this MoU will be construed to interfere in any way with the independent decision making procedure of each one of the Parties with regard to their respective affairs and operations. In particular, nothing in this MoU is intended to run counter to or modify the terms of each Party's specific mandates or their statutory rules and provisions.

2. This MoU sets forth principles and guidelines by which the Parties intend to engage in an institutional collaboration. Nothing in this MoU will be construed to impose financial obligations to either Party as regards payments to the other.

3. Each Party will be responsible for the costs of its performance hereunder.

#### **V. COST OF FINANCING**

1. Appropriate mechanisms for sharing the costs with the implementation of activities, projects or programmes under this MoU will be determined on a case-by-case basis in

accordance with the applicable financial rules and regulations of each Party. The envisaged activities should not lead to the Parties' budgets increase.

2. This MoU is not intended to modify or exclude the application of the relevant procurement rules or any other internal rules of each Party, as they may be applied to the activities covered by this MoU.

## **VI. NON-DISCLOSURE**

1. Any exchange of information among the Parties and all activities undertaken pursuant to this MoU will be consistent with their respective policies and procedures on disclosure of information.

2. Information that has explicitly been indicated in writing and marked as confidential should not be disclosed outside of BSAMI or CPMR without the prior agreement of the partners.

## **VII. LIMITATION OF LIABILITY**

1. Any joint activity carried out by BSAMI or the General Secretariat of the CPMR pursuant to this MoU is to be consistent with the policies, rules and regulations of the respective Party. No decision or action within such cooperation must run counter to the national legislation of BSAMI and CPMR members.

2. In no event will either Party be liable to the other under any theory of liability, however arising, for any costs of cover or for direct, indirect, special, incidental, or consequential damages of any kind arising out of this MoU.

3. This Memorandum is not intended by the Parties to be legally binding and does not constitute an agreement or commitment by either Party to enter information, or provide support for, any specific activity or project. In case of a dispute, controversy, or claim between the Parties arising out of or relating to this memorandum or an agreement for any activity or project undertaken pursuant thereto, the Parties will attempt to reach an amicable resolution in good faith.

## **VIII. PROCEDURES AND FOCAL POINTS**

1. The Parties will meet yearly in order to:

- i. exchange information, consultation and facilitating contacts between the Parties;
- ii. provide general directions, coordination of activities and management under the MoU.

2. For the implementation of this MoU and with a view to exchanging information and furthering cooperation, each Party will designate a contact person (focal point) from its staff

who will be responsible for liaising and facilitating information flows and, in order to achieve efficient cooperation and coordination of activities, will work on specific cooperation issues arising from this MoU in jointly agreed priority areas.

3. For the better implementation of this MoU, the Parties will communicate to each other the names and titles of the contact persons. A Party may modify its focal point upon written notice to the other Party.

#### **IX. APPLICATION, AMENDMENT, DURATION AND TERMINATION**

1. This MoU will apply from the date of its signature by the authorised representatives of BSAMI and the General Secretariat of the CPMR.

2. Any amendment of the provisions of this MoU will be agreed by both Parties and will take the form of an addendum, which will be considered as an integral part of this MoU.

3. This MoU will apply for an initial period of three years from the date of its signature and will thereafter be automatically renewed for subsequent periods of three years, unless either Party notifies, in writing, the other of its intention to terminate this Memorandum of Understanding sixty days prior to the expiration date of its initial or any subsequent period of duration.

4. This MoU may be terminated at any time by either Party upon a sixty days advance written notice to the other Party. This period will commence as from the date of receipt of the notice of termination. In such case, the Parties will take any necessary action for the orderly conclusion of ongoing activities to ensure that such termination will not be prejudicial to any activity in progress pursuant to this MoU.

5. Any issues arising out of the termination of this MoU, including the right to and transfer of any materials and products in-progress will be negotiated and agreed upon in writing by the Parties.

IN WITNESS WHEREOF, the undersigned being duly authorised representatives of BSAMI and the General Secretariat of the CPMR, respectively, have signed on 10 February 2021, in two originals in the English language.

**FOR THE BLACK SEA ASSOCIATION OF MARITIME INSTITUTIONS (BSAMI):**

Prof. Dr. Oral Erdogan  
BSAMI Chairperson  
Rector, Piri Reis University



**FOR THE GENERAL SECRETARIAT OF THE CONFERENCE OF PERIPHERAL MARITIME REGIONS (CPMR):**

Eleni Marianou  
Secretary General of the CPMR



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