



Food and Agriculture
Organization of the
United Nations



MEMORANDUM OF UNDERSTANDING FOR INTERIM COORDINATION ON SUSTAINABLE FISHERIES

The Parties to this Memorandum Of Understanding (herein after referred to as “MoU”) are the Food and Agriculture Organization of the United Nations (hereinafter referred to as “FAO”) on behalf of the Western Central Atlantic Fishery Commission (herein after referred to as “WECAFC”), the Caribbean Regional Fisheries Mechanism (herein after referred to as “CRFM”) and the Central America Fisheries and Aquaculture Organization (herein after referred to as “OSPESCA”)

Preamble

Whereas WECAFC, established in 1973 by Resolution 4/61 of the FAO Council, under Article VI of the Constitution of FAO, promotes the effective conservation, management and development of the living marine resources of the area of competence of the Commission, in accordance with the FAO Code of Conduct for Responsible Fisheries, and addresses common problems of fisheries management and development faced by members of the Commission.

Whereas CRFM was established in 2002 within the framework of the Caribbean Community (“CARICOM”) as an inter-governmental organization that promotes and facilitates coordinated actions for the management, conservation and the responsible utilization of the region’s fisheries and other aquatic resources for the economic and social benefits of the current and future population of the region.

Whereas OSPESCA was created in 1995 as the agency of the Central American Integration System (“SICA”) with the aims to promote the sustainable and coordinated development of fisheries and aquaculture in the context of the Central American integration process, defining, approving and implementing policies, strategies, programs and regional projects.

Whereas the project on Catalysing Implementation of the Strategic Action Programme for the Sustainable Management of shared Living Marine Resources in the Caribbean and North Brazil Shelf Large Marine Ecosystems (hereinafter referred to as “CLME+ project”) aims at facilitating the implementation of the 10-year politically endorsed Strategic Action Programme for the Sustainable Management of the Shared Living Marine Resources of the Caribbean and North Brazil Shelf Large Marine Ecosystems (hereinafter referred to as “CLME+ SAP”).

Whereas the CLME+ SAP under Strategy 2, Action 2.1(A), calls specifically for the establishment of an interim fisheries coordination arrangement for sustainable fisheries development, which is further articulated under Component 1 of the CLME+ Project Document.

Whereas WECAFC, CRFM and OSPESCA share 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 the CLME+ SAP;

Recalling the commitment of WECAFC, CRFM and OSPESCA to the CLME+ SAP vision of *“healthy marine ecosystems (in the CLME+ region) that are adequately valued and protected through robust, integrative and inclusive governance arrangements at regional, sub-regional, national and local levels, which in turn effectively enable adaptive management that maximizes, in a sustainable manner, the provision of goods and services in support of enhanced livelihoods and human well-being”*, and are mandated by their memberships to cooperate in efforts to achieve this vision;

Recognizing that OSPESCA, CRFM and WECAFC have competences and responsibilities for fisheries management and conservation of fish stocks, respectively within the SICA and CARICOM regions and the Western Central Atlantic (FAO area 31 and northern part of area 41) including in areas beyond national jurisdiction;

Recognizing that WECAFC, CRFM and OSPESCA are all Regional Fishery Bodies (“RFBs”) that promote fisheries management and conservation recommendations and coordination of decisions and recommendations on fisheries and stocks.

Whereas WECAFC, CRFM and OSPESCA are already collaborating on regional projects and in the execution of work under the joint working groups.

Now therefore WECAFC, CRFM and OSPESCA (hereinafter jointly referred to as “Parties”, and individually referred to as “Party”) have agreed as follows:

Article 1: Objectives of Cooperation

The overall objective of this MoU is to enhance the regional governance for sustainable fisheries. Specifically, this MoU aims to formalize an interim arrangement to facilitate, support and strengthen the coordination of actions among the organisations for sustainable fisheries in the Western Central Atlantic region.

Article 2: Areas of Cooperation

The Parties agree to collaborate:

1. To promote coordination and mutual cooperation in:
 - a. Areas identified as priorities in the CRFM-OSPESCA Joint Action Plan;
 - b. Areas and subjects covered by the Parties’ technical working groups (such as lobster, queen conch, shrimp and ground fish, recreational fisheries, flying fish, FADs fisheries, sharks, Spawning Aggregations, and Illegal, Unreported and Unregulated Fisheries);
 - c. Areas and actions identified in the CLME+ Project and CLME+ SAP that are of relevance to the mandate/scope of work of the Parties, subject to their respective internal rules and procedures; and
 - d. Other areas of collaboration that contribute to the fulfilment of the objectives of the organisations in the field of promoting responsible fisheries in the Western Central Atlantic.
2. To collaborate to ensure a free flow of mutually useful information (including data) concerning fish stocks, fisheries activities and the Caribbean and North Brazil Shelf Large Marine Ecosystems.

3. To facilitate the work among the Members of the Parties towards harmonization of their respective policy and legal frameworks for fisheries, based on the best available science and information, as well as international standards and best practices.
4. To cooperate on relevant scientific and fisheries management projects of mutual interest.
5. To establish reciprocal observer arrangements according to their respective internal rules and procedures.
6. To share reports of their sessions and meetings of their subsidiary bodies and projects that are relevant for each other's work.

Article 3: Implementation of the Cooperation

1. For each specific target fishery one of the three Parties 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 each specific joint technical Working Group.
2. Given the diverse timeframes of the technical/scientific committees and governing bodies of the Parties, the Parties will provide advice to the joint technical working groups as to when the recommendations should be presented for review and endorsement, and will determine when the advice will be presented for review and endorsement.
3. 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.
4. Activities under this MoU and the respective obligations of the Parties will be subject to the availability of financial and other necessary resources. This MoU implies no financial or other resource commitment by the Parties.

Article 4: Reciprocal representation

1. Each Party will, according to their respective internal rules and procedures invite the others to be represented at its sessions, technical conferences or meetings, at which questions of interest to the other Parties are to be discussed. Observers representing the Parties may participate without vote in the deliberations of such sessions, conferences or meetings with respect to matters in which they are interested.
2. With respect to the sessions, technical conferences and meetings of WECAFC, WECAFC will invite CRFM and OSPESCA to be represented at any such meeting in which they are interested, in accordance with FAO Procedures and Rules and WECAFC Rules of Procedure. Observers representing CRFM and OSPESCA may participate without vote in the deliberations of such sessions, conferences or meetings with respect to matters in which they are interested.

Article 5: Coordination, Communication and Management

1. The WECAFC Secretariat will coordinate the implementation of this MoU in close cooperation with the other Parties and the CLME+ Project Coordination Unit. However,

the Parties may agree amongst themselves on another lead coordinator of the interim fisheries mechanism.

2. The Parties will hold regular meetings to plan, coordinate and review the progress made in the execution and implementation of the MoU.
3. All correspondence regarding the implementation of this MoU, including notifications made pursuant to this MoU, will be addressed to:

For FAO:	<p>Raymon VAN ANROOY Secretary of WECAFC/FAO Fishery and Aquaculture Officer FAO Subregional Office for the Caribbean (FAO-SLC) 2nd floor, United Nations House, Marine Gardens, Hastings Christ Church, BB 11000, Barbados Tel (Office): 1(246) 426-7110/11; Ext. 249 Fax: 1(246) 427-6075 E-mail: Raymon.vanAnrooy@fao.org wecafc-secretariat@fao.org</p>
For OSPESCA:	<p>Mario GONZÁLEZ RECINOS Executive Director SICA/OSPESCA Final boulevard Cancillería, Distrito El Espino, Ciudad Merliot Antiguo Cuscatlán, La Libertad, El Salvador Tel: +5032248 8841/2248 8800 E-mail: mgonzalez@sica.int info.ospesca@sica.int</p>
For CRFM:	<p>Milton HAUGHTON Executive Director CRFM Secretariat Belize City P.O. Box 642 Belize Tel: 501-223-4443 501-610-3315 Fax: 501-223-4446 Email: milton.haughton@crfm.int secretariat@crfm.int</p>

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

Article 6: Intellectual Property Rights

1. Intellectual property rights, in particular copyright, in material such as information, software and designs, made 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.

2. Intellectual property rights in materials developed jointly by the Parties will be addressed as necessary in specific supplementary arrangements concluded between the Parties under Article 3, paragraph 3, of this MoU.

Article 7: 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 8: Privileges and Immunities

Nothing in this MoU or in any document or arrangement relating thereto will be construed as constituting a waiver of privileges or immunities of FAO or OSPESCA or CRFM, nor as extending any privileges or immunities of either Party to the other Party or its personnel.

Article 9: 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 10: 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 11: 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 concerned. Any differences that may not be so settled will be brought to the attention of the Executive Heads of the three institutions concerned for final resolution.

Article 12: Entry into Force, Duration, Amendment and Termination

1. This MoU will enter into effect upon signature by all Parties.
2. This MoU will have an initial duration of five (5) years. Subject to its satisfactory past implementation, this MoU may be extended by mutual written agreement between the Parties.
3. This MoU may be amended by written mutual agreement between all Parties.
4. Any Party may withdraw from this MoU at any time, by giving advance three-month written notice of such withdrawal to the other Parties in accordance to Article 4, Paragraph 3. 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.
5. 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 6, 7 and 8 of this MoU will survive the expiration or termination of this MoU.

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

For FAO



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Deep Ford
Subregional Coordinator for the Caribbean

Date: 25/1/2016

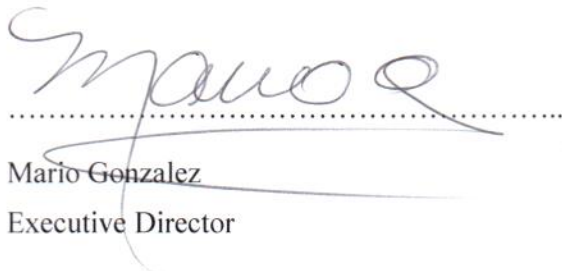
For CRFM



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Milton Haughton
Executive Director

Date: 27 Jan. 2016.

For OSPESCA



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Mario Gonzalez
Executive Director

Date: