



**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
ACP-EU TECHNICAL CENTRE FOR AGRICULTURAL AND RURAL CO-OPERATION (CTA)
AND
THE CARIBBEAN REGIONAL FISHERIES MECHANISM (CRFM)**

Purpose

The purpose of this Memorandum of Understanding (MoU) is to provide an overall framework within which CTA and CRFM will collaborate on projects and other activities of mutual interest for the ultimate benefit of agricultural and rural development in CARICOM/CARIFORUM countries.

Preamble

The TECHNICAL CENTRE FOR AGRICULTURAL AND RURAL CO-OPERATION, hereinafter referred to as CTA, represented by its Director, **Mr Michael Hailu**, and THE CARIBBEAN REGIONAL FISHERIES MECHANISM hereinafter referred to as CRFM, represented by its Executive Director, **Mr Milton Haughton**, subscribe to the present MoU, subject to the following recitals and clauses:

WHEREAS CTA was established in 1983 under the Lomé Convention between the ACP (African, Caribbean and Pacific) group of states and the European Union member states. Since 2000 it has operated within the framework of the ACP–EU Cotonou Agreement. CTA is funded by the European Union and its mandate is ‘to strengthen policy and institutional capacity development and information and communication management capabilities of ACP agricultural and rural development organisations’. CTA’s mandate is outlined in the 2000 Cotonou Agreement (Article 3 of Annex III);

WHEREAS the CRFM is a regional fisheries body established by the Conference of Heads of Government of the Caribbean Community at its 13th Inter-sessional Meeting in Belize 4th February 2002, as the competent regional institution for addressing the development, management, conservation and sustainable use of aquaculture, fisheries and other living marine resources in the CARICOM region;

WHEREAS CTA’s mission is to advance food security, increase prosperity and support sound natural resource management through information, communication and knowledge management, facilitation, capacity-building and empowerment of agricultural and rural development organizations and networks in ACP countries;

WHEREAS CRFM’s mission is to promote sustainable use of fisheries and aquaculture resources in and among its Member States, by the development, management and conservation of these resources in collaboration with stakeholders to benefit the people of the Caribbean region;



WHEREAS the mandates of both CTA and CRFM are concerned with aquaculture and fisheries sector development and capacity building at various levels to ultimately impact positively on the livelihoods of fishers and fish farmers.

NOW THEREFORE, the Parties hereby AGREE as follows:

1. COMPARATIVE ADVANTAGE

CTA's comparative advantage lies in a number of areas namely:

- (a) Established networks with a wide range of ACP and EU stakeholders;
- (b) Long-term support to institutions and individuals in the field of agriculture and rural development in all ACP regions;
- (c) A wide range of high-quality products and services in agricultural information and knowledge management;
- (d) A demand-driven and participatory approach to identifying needs and priorities at regional and national level;
- (e) Ability to span a wide range of beneficiaries and stakeholders from policy to research, extension, farmer, youth and women groups; and
- (f) A multicultural and multidisciplinary team which reflects the diversity of CTA's target groups.

CRFM's comparative advantage resides in:

- (a) Established networks with a wide range of Caribbean stakeholders, particularly in the CARIFORUM/CARICOM States;
- (b) Strong linkages with high level policy-makers, government officials, private sector, civil society and fisherfolk organizations in the Caribbean;
- (c) Established track record in project development and delivery;
- (d) Experienced, multicultural and multidisciplinary team of professionals in fisheries and aquaculture policy development and implementation;
- (e) A transparent and participatory planning and decision-making process;
- (f) Capacity and experience in fisheries assessments and generating scientific advice for policy making and bridging the science/policy divide; and



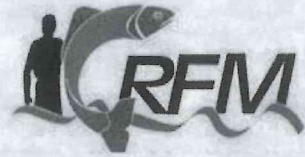
- (g) A track record of capacity building and human resource development for fishers and fisheries officers.

In light of their comparative advantages, the parties will therefore pool their strengths and collaborate in the areas below.

2. AREAS OF COOPERATION

The areas of cooperation covered by this MoU shall be any which enhance the comparative advantage of the Parties stated in Clause One. However, emphasis will be placed on the following:

- (a) Strengthening fisherfolk organizations and their networks to influence policy formulation and implementation in the fisheries, aquaculture and related sectors;
- (b) Promoting climate change adaptation and disaster risk management in the fisheries and aquaculture sectors;
- (c) Mainstreaming precautionary and ecosystem approaches in fisheries and aquaculture development and management;
- (d) Promoting the review, adoption and implementation of the International Guidelines in Securing Small-Scale Fisheries (SSF Guidelines);
- (e) Promoting the value chain approach to marketing and trading, including intra-regional trading, in fish and fish products;
- (f) Combating illegal, unreported and unregulated (IUU) fishing and the strengthening of monitoring, control and surveillance capabilities of CARIFORUM/CARICOM States;
- (g) Strengthening inter-regional cooperation between the CARIFORUM States and other ACP regions including the sharing and exchange of information and experiences; and
- (h) Promoting the adoption and use of information and communication technology (ICT), knowledge management approaches and participatory geographic information systems (PGIS) to facilitate the sharing of information and opportunities, and empowering stakeholders to participate in decision-making processes.



3. OPERATING PROCEDURES

The Parties shall observe the following guidelines for implementing the current MoU insofar as is possible and advisable:

- (a) The highest executive authority of each Party, or their designated representatives, shall maintain ongoing official contact and shall extend reciprocal invitations to attend meetings of mutual interest.
- (b) Contracts will be drawn up for the execution of specific actions. These contracts will state, in each case the objectives; means of action; modes of participation; obligations of each Party; technical, financial, human resources and other contributions; budgets and other factors necessary to ensure satisfactory compliance and attainment of the objectives.
- (c) The specific Contracts referred to in the present MoU may include the participation of other multilateral or bilateral technical cooperation and financial assistance organisations; or governments of countries concerned with improving agriculture and rural welfare in the member countries of CTA or CARICOM/CARIFORUM membership, or private organisations whose aims are compatible with those of the Parties, if the signatories of the present MoU find it advisable and necessary.
- (d) This MoU shall not in any manner interfere with the individual actions, initiatives, opportunities or responsibilities of either Party, or with their ability to pursue independent bilateral or multilateral actions, initiatives and opportunities whether within or without the Areas of Cooperation outlined in this MoU.

4. RECOGNITION OF PARTIES ASSOCIATED WITH THIS MOU

4.1 The Parties to the MoU agree to share and promote the results of their collaboration through appropriate information and communication actions, activities and products.

4.2. The Parties to the MoU agree to recognise the contributions of the other in executing the activities agreed upon through the release of any media statements, publications, reports, informational materials, multimedia information or any other means used to disseminate information on these activities.

4.3 Materials generated under this MoU will not be released or published without the consent of the Parties.

5. CONFIDENTIALITY OF INFORMATION

5.1 The Parties will share information of mutual concern and interest relating to the objectives of this MOU and ensure that activities conducted during the course of this collaboration will be transparent and publicly accountable. The Parties will keep all Confidential Information, as



defined below, confidential, if necessary, to safeguard the interests of the originators of such information.

5.2 "Confidential Information" will include any documents, materials, models, marketing, financial and investment plans, contacts, advice, recommendations, drawings, plans, diagrams, specifications, technical material, techniques, compounds, compositions, substances, seeds or any other physical matter in any way containing, representing or embodying any of the foregoing or any other information given, whether in written or other material form, by or on behalf of one Party to the other or vice versa, when such information is designated by one party as confidential. Each Party shall use its best efforts to ensure that the amount of information designated as Confidential Information is kept to the minimum necessary for accomplishment of the goals of this MOU.

5.3 In the event that the Confidential Information must be disclosed pursuant to judicial order or requirement of law, the Party to whom such order is directed will immediately notify the other party of such order or requirement and shall take all reasonable steps to limit such disclosure, and vice versa.

5.4 Notwithstanding anything herein to the contrary, no obligation of confidentiality applies to any Confidential Information:

5.4.1 That the receiving party already knew at the time of disclosure and which can be evidenced by that the receiving party's business records;

5.4.2 That was generally available to the public prior to the disclosure or become generally available to the public after such disclosure (other than as a results of the breach by the receiving party of its obligations hereunder);

5.4.3 The receiving party independently developed, provided that the receiving party can show that such development was accomplished by it or on its behalf without the use or any reference to the Confidential Information and which development can be evidenced by its relevant business records; or is disclosed by mutual agreement of both parties.

5.5 Each Party will respect the provision on confidentiality described herein during the term of this MOU and for a period of two years following its termination.

6. DISPUTE RESOLUTION

All disputes or differences arising or in connection to this MOU shall be settled by mutual consultation between the CRFM and CTA.



7. ENTRY INTO FORCE AND DURATION

The present MoU shall go into effect when signed by both Parties and shall remain in effect for five years. Early termination of the present MoU shall not affect the progress and conclusion of specific Contracts in force under this MoU.

8. AMENDMENTS

The terms of the present MoU may be amended by mutual consent of the Parties; such amendments shall be in writing and appended hereto.

9. TERMINATION

Any of the Parties may terminate this MoU at any time by giving three months' notice in writing to the other Party. In any case termination shall in no way affect commitments agreed upon nor shall it affect ongoing activities of the Parties. Such action will only be taken after mutual consultation between the Director of CTA and the Executive Director of the CRFM.

10. DISCLAIMER

None of the Parties shall be liable for activities carried out by the other Party under this MoU.

Signed by the Parties hereto, in two original copies,

FOR THE TECHNICAL CENTRE FOR
AGRICULTURAL AND RURAL CO-
OPERATION

Mr. Michael Hailu
Director

Place: Georgetown, Guyana
Date:

FOR THE CARIBBEAN REGIONAL
FISHERIES MECHANISM

Mr. Milton Haughton
Executive Director

Place: Georgetown, Guyana
Date: