

## Memorandum of Understanding on Strengthening Cooperation between CROSQ, CAHFSA and the CRFM

This Memorandum of Understanding (hereinafter referred to as MOU) is made between the CARICOM Regional Organisation for Standards and Quality (hereinafter referred to as CROSQ), the Caribbean Agricultural Health and Food Safety Agency (hereinafter referred to as CAHFSA) and the Caribbean Regional Fisheries Mechanism (hereinafter referred to as CRFM).

**Whereas:** CROSQ has been established by an Inter-Governmental Agreement amongst the Member States of the Caribbean Community (hereinafter referred to as CARICOM) with an objective to develop and promote the use of standards and conformity assessment related activities to reduce technical barriers to trade and facilitate international competitiveness and the sustainable production of goods and services within the CARICOM Single Market and Economy (CSME) as well as support the expansion of intra-regional and extra-regional trade in goods and services, and

**Whereas:** CAHFSA has been established by an Inter-Governmental Agreement amongst the Member States of CARICOM with an objective to develop and promote the use of regional and international sanitary and phytosanitary standards, measures and guidelines as well as to facilitate the harmonization of technical procedures in relation to matters such as Good Agricultural Practices (GAPs), Good Manufacturing Practices (GMPs), Hazard Analysis Critical Control Point (HACCP), quarantine systems and surveillance and good laboratory practices and services which are internationally acceptable to conduct international trade and to eliminate the use of sanitary and phytosanitary systems (hereinafter referred to as SPS) and other non-tariff measures as deterrents to agricultural trade, and

**Whereas:** The CRFM has been established by an Inter-Governmental Agreement amongst the Member States of CARICOM with an objective to promote and support the development, management and conservation of their marine and other aquatic resources, including by *inter alia*, developing and maintaining relations with national, sub-regional and regional institutions and bodies and international institutions and organizations involved in the fisheries sector, supporting efforts aimed at ensuring safe, healthy and fair working and living conditions for fishers and fish workers; encouraging the use of post-harvest practices in the fisheries sub-sector that maintain the nutritional value and quality of products; and promoting the conduct of trade in fish and fish products according to applicable agreements; and

**Whereas:** the Caribbean Community Common Fisheries Policy has among its objectives transforming the fisheries sector towards being market-oriented, internationally-competitive and environmentally-sustainable, based on the highest international standards of quality assurance and sanitary and phytosanitary systems; and

**Whereas:** the Caribbean Community Common Fisheries Policy requires CARICOM members, acting consistently with their obligations under relevant international agreements and taking into account relevant international standards on trade, marketing and SPS, to develop harmonised food quality assurance legislation, harmonised intra-regional SPS measures, common marketing standards for fisheries and aquaculture products; and

**Whereas:** the CARICOM Regional Food and Nutrition Security Policy provides a coherent and comprehensive framework within which national governments, civil society and private sector actors can join forces with regional organizations and development partners to identify, finance, implement

and monitor an integrated set of concrete actions to achieve the four objectives of a) food availability; b) food access; c) proper food utilization for good health, nutrition and wellbeing; and d) stable and sustainable food supplies at all times; as well as provides an opportunity to reassess and refocus Member States' policies, programmes and investments at the national and regional levels, by introducing the aspects of food access, safety, stability of supply, and nutritional security, health and well-being, viewed from the perspective of the consumer; and

**Whereas** the Parties have agreed to enter into this Memorandum of Understanding (hereinafter referred to as MOU) to reflect their mutual intention to cooperate, coordinate and combine their resources, experience and expertise to ensure proper networking between the Parties;

Now therefore the Parties hereby agree on the terms of understanding as follows:

## **1 SCOPE**

The cooperation shall include activities of mutual interest that contribute to the fulfilment of the mandates of the Parties and which in their opinion will contribute to the development of the cooperative relationship and achievement of the objectives of this MOU. The activities shall include, but are not limited to, food and food safety, aquatic and terrestrial animal and plant health and hygiene, technical barriers to trade, sanitary and phytosanitary systems, and the use of standards and conformity assessment to enhance international competitiveness and trade capacity as well as measures to promote sustainable production and healthy ecosystems. The geographic scope shall include activities within the territories and marine waters under the sovereignty or jurisdiction of CARICOM Member States.

## **2 OBJECTIVES**

The objective of this MOU is to facilitate cooperation and mutual assistance between CROSQ, CAHFSA and CRFM in the discharge of their respective constitutive obligations in order to:

- (a) develop and implement the Regional Framework for agricultural and fisheries health, food and food safety in accordance with globally recognized standards and practices.
- (b) develop and implement other regional approaches and actions in support of SPS and TBT measures in the agriculture and fisheries sub-sectors, including related food and food safety issues;
- (c) enhance the action and operation of each party's contribution to the development and management of the agriculture and fisheries sub-sectors including related food and food safety issues; and
- (d) avoid unnecessary duplication of efforts by any party in delivery of their respective mandates.

## **3 LEGAL INTENTION**

- (1) The purpose of this MOU is to clearly identify roles and responsibilities of CROSQ, CAHFSA and CRFM as they may relate to each other and set out the areas where they will cooperate and coordinate their activities.
- (2) Nothing in this MOU legally binds any of the Parties but is rather an expression of the individual and collective commitment to work together in order to realize the shared objectives expressed herein.



#### 4 GENERAL AREAS OF COOPERATION

The areas of cooperation include the following:

- (a) **Development of regional frameworks:** The Parties will facilitate the strengthening of regional governance processes and development of regional approaches and measures, including the development and adoption of standards, protocols and best practice guidelines for the agriculture and fisheries sub-sectors, including related food and food safety issues.
- (b) **Regional capacity building:** The Parties agree to:
  - (i) participate together in projects involving laboratory accreditation, conformity assessment and food safety where it is recognized that such cooperation is necessary and to the benefit of the wider business community;
  - (ii) coordinate their efforts on training and awareness activities related to laboratory accreditation, conformity assessment and standards development; and
  - (iii) promote the use of the Caribbean Cooperation for Accreditation Scheme and the Caribbean Network of Conformity Assessment Bodies to their stakeholders.
- (c) **Routine activities and specific Projects:** The Parties will seek to identify activities that could be jointly undertaken and, if appropriate, jointly financed and agree to share widely information on projects that are not undertaken jointly.
- (d) **Dissemination of information:** The Parties will cooperate in good faith with regard to the dissemination of information pertaining to the projects and activities undertaken pursuant to this MOU to stakeholders in the CARICOM Member States and extra regionally.
- (e) **International Representation:** The Parties agree to work together to strengthen existing regional coordinating working groups, and develop other such working groups, as deemed necessary, aimed at coordinating Member States positions on agricultural and fisheries health, food and food safety, and related trade and environmental standards and conformity assessment issues, so that they can be presented in international fora such as the WTO SPS and TBT Committees, the CAC, IPPC, OIE and ISO.

#### 5 CONTACT POINTS AND STEERING GROUP

- (1) The Parties agree to designate a contact person to which the information necessary for the good implementation of the MOU will be communicated. Parties will notify each other promptly in case there are any changes.
- (2) The Contact Points from each organization, supported by such other persons as the Parties may nominate, shall form the Steering Group, responsible for overseeing the application of this MOU and for any other tasks that may be agreed.
- (3) The Steering Group will determine and regulate its own rules of procedure.

## **6 MEETINGS**

- (1) The Parties agree to meet periodically and as necessary to discuss current issues, experiences and new developments of mutual interest with respect to joint projects and activities and matters falling within the scope of this MOU.
- (2) The Steering Group agrees to meet ordinarily at least once in every six months, and extraordinarily at the request of any member of the Steering Group, at the times and places that they may agree.
- (3) The Steering Group will determine and regulate its own rules of procedure at meetings.

## **7 ADOPTION OF STANDARDS, PROTOCOLS AND BEST PRACTICE GUIDELINES**

- (1) Without prejudice to procedures that may be specified in any legal agreement, the Parties shall cooperate in the development, adoption and implementation of standards, protocols and best practice guidelines.
- (2) The Parties agree to adopt joint procedures for the review, consideration and potential adoption of Standards, Protocols and Best Practice Guidelines.

## **8 TECHNICAL COOPERATION**

- (1) The Parties will consult and agree on how activities to be jointly undertaken should be financed while respecting their particular resource mobilisation modalities, including their own rules, regulations and procedures.
- (2) The Parties agree to share information on their respective work programs so as to determine strategic areas of cooperation as it relates to the objectives and implementation of this MOU.
- (3) Where appropriate and subject to the necessary requirements, information and documentation relating to specific projects or programmes may also be exchanged between the Parties with a view to attaining better complementary action and effective coordination between them.
- (4) The Parties may, through special arrangements, decide to act jointly in the formulation, implementation and resource mobilisation of activities and projects that are of common interest. The special arrangements shall define the modalities for the participation of each Party in such activities and projects and shall determine the contributions to be made by each of the Parties. Each special arrangement, undertaken under this MOU, shall make reference to it and shall include each Party's responsibilities; duration of the special arrangements; financing; and reporting and evaluation.

## **9 DISSEMINATION OF INFORMATION**

- (1) The Parties agree to exchange information to the fullest extent possible on matters of common interest. In particular, the Parties will share information on their respective work programs by August of each year so as to determine strategic areas of cooperation as it relates to agricultural and fisheries health, food, and food safety matters.

- (2) Information to be shared includes: (i) information held or generated by the Parties; (ii) information collected in the course of applying this MOU from national, regional or global authorities and organizations and non-governmental entities; and (iii) any such other information as may be useful to stakeholders in the CARICOM Member States. To this end, and where expedient or required, the Steering Group shall seek to agree or develop information sharing arrangements with third parties.

## **10 COOPERATION WITH REGIONAL ORGANIZATIONS AND NATIONAL AUTHORITIES**

The Parties will take such measures, as may be expedient, to promote the objectives of this MOU through, respectively, the regional organizations and the national Ministries or other national administrative counterparts and stakeholders with which they routinely work.

## **11 FINANCING**

- (1) Where there is a need for financing activities in pursuance of the objectives of this MOU, any party may offer to meet the cost or the parties may agree to jointly meet the cost of such activities. A party retains the right to decline to provide any funds under this MOU.
- (2) The Parties may also jointly prepare and submit project proposals to funding agencies for consideration in pursuance of the objectives of this MOU.

## **12 REPORTING**

- (1) The Parties shall develop a regular reporting system to disseminate information on actions taken under this MOU, including the results of any meetings, to Member States and other stakeholders through the respective governance bodies and reporting procedures, as deemed appropriate.
- (2) Except as otherwise specified in this MOU, electronic communications will be used as preferred means of formal communication between the Parties.

## **13 CONFIDENTIALITY**

Each Party shall undertake to observe the confidentiality of documents, information and other data received or supplied on such basis to any other Party. This provision shall continue to apply to all Parties notwithstanding a withdrawal from this MOU by any Party or the termination of this MOU.



#### **14 NON LIABILITY**

Each Party shall ensure that it will not make any demand of or any claim against any other Party for any matter arising or resulting from the implementation of this Memorandum of Understanding.

#### **15 DURATION**

This MOU shall be deemed to commence on the day and date of signing by the Parties hereto and shall remain in effect until such time as the Parties agree to its termination.

#### **16 APPLICABLE LAW**

This 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.

#### **17 SETTLEMENT OF DISPUTES**

- (1) 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.
- (2) Any differences that may not be so settled will be brought to the attention of the Secretary General of CARICOM for final resolution.

#### **18 REVIEW AND AMENDMENT**

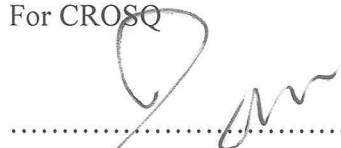
- (1) This MOU may be subject to review, modification or amendment by agreement of the Parties in writing at any time.
- (2) Either party may propose a review of this MOU at any time where the need arises.
- (3) Any revision, modification or amendment agreed to by the Parties shall form part of this MOU. Such revision, modification or amendment shall come into force on such date as may be determined by the Parties.

#### **19 TERMINATION AND WITHDRAWAL**

- (1) Any Party may withdraw from this MOU at any time by giving the other Parties three month's written notice of its intention to withdraw. The withdrawal will become effective three months after the date of receipt of the notice by all Parties.
- (2) This MOU may be terminated by the Parties. In that event, the Parties will jointly agree on measures required for the orderly conclusion of on-going activities.

IN WITNESS, HEREOF, the undersigned, being duly authorized thereto, have on behalf of the Parties hereto signed three originals of this MOU in [Barbados] on the day below written

For CROSO



Date: 4 May 2017

Deryck Omar, Chief Executive Officer

For CRFM



Date: 4 May 2017

Milton Haughton, Executive Director

For CAFHSA



Date: 4 May 2017

L. Simeon Collins, Chief Executive Officer