

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CARIBBEAN REGIONAL FISHERIES MECHANISM AND
THE INTERGOVERNMENTAL OCEANOGRAPHIC COMMISSION, SUB-
COMMISSION FOR THE CARIBBEAN AND ADJACENT REGIONS**

The Parties to this Memorandum of Understanding are The Caribbean Regional Fisheries Mechanism, with headquarters at Belize City, Belize (hereinafter referred to as the "CRFM"), and the Intergovernmental Oceanographic Commission, Sub-Commission for the Caribbean and Adjacent Regions, with its Regional Secretariat located in the City of Cartagena de Indias, Colombia (hereinafter referred to as "IOCARIBE").

WHEREAS the CRFM is a regional fisheries body established by the Conference of Heads of Government of the Caribbean Community at their Thirteenth Inter-session Meeting held in Belize City, 4th February 2002;

WHEREAS the mandate of the CRFM is "to promote sustainable use of fisheries and aquaculture resources in and among 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 CRFM is the principal regional institution for addressing, promoting and facilitating the development, management and conservation of fisheries in the CARICOM region;

WHEREAS IOCARIBE was created in November 1982, as a Regional Subsidiary of the Intergovernmental Oceanographic Commission, UNESCO (hereinafter referred to as "IOC-UNESCO"), with responsibility for the promotion, development and co-ordination of IOC-UNESCO's marine scientific research programmes, the ocean services, and related activities, including Training, Education and Mutual Assistance (TEMA) in the Caribbean.

WHEREAS IOCARIBE is the physical presence and representation of IOC-UNESCO in the Caribbean and Adjacent Regions;

NOTING that IOCARIBE has access to expertise and capacity in areas of interest that coincide with those of the CRFM, which can provide synergy with, and add value to, and facilitate the work of the CRFM in research, resource

management and capacity-building in the field of marine sciences and fisheries in the Caribbean;

RECOGNISING that the combined and complementary efforts of the CRFM and IOCARIBE can contribute more effectively to sustainable use and management of coastal and marine resources in the CARICOM region than could be achieved by the separate and independent actions of each Party;

RECOGNISING also the mutual interest and potential synergies that exist;

NOW, THEREFORE, in consideration of the above mentioned, the CRFM and IOCARIBE mutually agree and covenant as follows:

ARTICLE 1

Purpose and Objectives

The purpose of this Memorandum of Understanding (hereinafter referred to as the "MOU") is to facilitate closer cooperation and collaboration between CRFM and IOCARIBE in fulfilling their common goals and objectives by providing a framework which outlines the main areas and procedures for collaboration between the CRFM and IOCARIBE. The main areas of cooperation and collaboration shall be any which contribute to the fulfilment of the mandate and goals of the CRFM and IOCARIBE, including, *inter alia*, the effective and efficient development and implementation of projects and activities in the following areas:

- 1.1. Capacity building for the purpose of developing skills, expertise and experience appropriate to the Caribbean reality in realizing sustainable utilization, management and conservation of fisheries and other coastal and marine resources and ecosystems, and;
- 1.2. The sourcing and mobilization of financial, technological and human resources, in support of
 - (i) the CRFM's mission to develop sustainable marine fisheries, and conserve, protect and manage the associated marine ecosystems; and,
 - (ii) IOCARIBE's capacity building and research programmes in marine sciences and fisheries and related areas,which are self-reinforcing and mutually beneficial to both parties.
- 1.3. Supporting each other in designing, implementing and evaluating training courses in marine sciences and related areas, as required.

- 1.4. Collaboration of IOCARIBE with the CRFM and its partners, including international funding agencies in designing, implementing and evaluating projects, activities and events related to areas of common interest between the two Parties.
- 1.5. Any other related areas of operation or expertise deemed to be of mutual benefit to both Parties.

ARTICLE II

Responsibilities and Functions of the Parties

- 2.1 Funding for the above activities will be sourced by either or both parties, according to their capabilities, working harmoniously to further the aims and objectives of both agencies.
- 2.2 In order to facilitate closer working relationships, both parties will seek to participate in each other's meetings and workshops on subject matters of common interest;
- 2.3 The parties shall keep each other informed of on-going and newly funded projects and activities in the areas agreed upon for collaboration, and shall consult each other regularly on tasks and activities under joint execution. To facilitate this process, each party shall designate a contact person for the process of communication.
- 2.4 The Parties will exchange scientific and technical reports, annual reports, work plans and budgets.
- 2.5 Each Party will maintain a prominent hyperlink with the other organization on their respective websites.
- 2.6 Neither party shall be restricted to dealing with only the other partner in an agreement. Each shall be free to enter into other collaborative relationships, even if based on similar areas of interest.
- 2.7 In the event that government, university, agency or other clearances or approvals are required for a cooperative activity to be implemented, either or both parties shall seek approvals and clearances either jointly or severally as deemed appropriate.

ARTICLE III

Terms and Modification

- 3.1 This MOU will be supplemented by Letters of Agreement documenting specific projects or activities to be undertaken by the Parties pursuant to this MOU. Such Letters of Agreement shall specify the activities to be undertaken, the expected contribution of each Party and any other sources of funding or contribution, the schedule of activity, the nature and timing of outputs expected, the reporting protocols, the treatment of intellectual property rights where such rights arise, and any other terms and conditions agreed upon between the Parties;
- 3.2 The Parties may amend this MOU by a statement signed by their duly authorized representatives, dated, and attached hereto.
- 3.3 This MOU shall enter into force from the date on which it is signed by both Parties.

ARTICLE IV

Institutional Coordination and Notice

- 4.1 All notices and communication for the CRFM in relation to this MOU should be addressed to: the Executive Director, CRFM Secretariat, Princess Margaret Drive, Belize City, Belize.
- 4.2 All notices and communication for IOCARIBE should be addressed to the Secretary, IOCARIBE, IOCARIBE Secretariat, Casa del Marques de Valdehoyos, Cartagena, Colombia.
- 4.3 Either Party may change the person designated to receive notice hereunder by so notifying the other in writing.

ARTICLE V

Dispute Resolution

- 5.1 Any dispute between IOCARIBE and the CRFM arising out of the interpretation or execution of this MOU shall be settled by mutual negotiation and agreement between the two Parties.
- 5.2 Any dispute not settled by negotiation or other agreed mode of settlement shall be referred at the request of either party for final decision to a tribunal of three arbitrators, one to be named by the UNESCO/IOC, one to be named by the CRFM and the third, who shall be the chairman, to be chosen by the first two; if either party fails to appoint an arbitrator within

60 days of the appointment by the other party, or if these two arbitrators should fail to agree on the third arbitrator within 60 days of their appointment, the President of the International Court of Justice may make any necessary appointments at the request of either party.

- 5.3 IOCARIBE and the CRFM agree to be bound by any decision rendered by the arbitrator as the final resolution of the dispute.

ARTICLE VI

Termination


- 6.1 Either Party may terminate this MOU by giving 60 days prior written notice to the other. The termination of this MOU shall not affect the specific activities then in progress and properly funded, unless the parties agree to the contrary.

In witness whereof, the duly authorized representatives of the Parties hereby subscribe to this Memorandum of Understanding, in duplication originals.

For and on behalf of CRFM


Date 18 March, 2009


For and on behalf of IOCARIBE of
IOC(UNESCO)


Date 18.12.08