

**MEMORANDUM OF UNDERSTANDING ON COOPERATION IN
FISHERIES AND COASTAL AND MARINE RESOURCE MATTERS
BETWEEN THE CARIBBEAN REGIONAL FISHERIES MECHANISM
AND THE DOMINICAN REPUBLIC**

THE CARIBBEAN REGIONAL FISHERIES MECHANISM, hereinafter referred to as "CRFM", on the one part, and The Dominican Republic represented by the CONSEJO DOMINICANO DE PESCA Y ACUICULTURA hereinafter referred to as "CODOPESCA" and the SECRETARIA DE ESTADO DE MEDIO AMBIENTE Y RECURSOS NATURALES on the other part, hereinafter referred to as the "Parties";

HAVING REGARD to the close relations between the Member States of the Caribbean Community and the Dominican Republic, and in particular relations established in the field of fisheries and coastal marine resource management through the Fisheries Component of the EDF Funded Caribbean Regional Agriculture and Fisheries Development Project between 2000 and 2004;

WHEREAS the CRFM is a regional fisheries body established by the Conference of Heads of Government of the Caribbean Community at their Thirteenth Inter-sessional 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;

CONSIDERING the common desire of the Parties to ensure sustainable development, conservation and management of the fish stocks and associated ecosystems of the Caribbean to improve the standard of living and quality of life of the people of the region;

CONSCIOUS that several commercially important species which are exploited by fishermen from the CRFM Member States and the Dominican Republic are shared stocks and that effective conservation and management of such stocks can only be achieved through cooperation among all states and entities involved in the fisheries;

AWARE of the relevant provisions of the Third United Nations Convention on the Law of the Sea (1982); the FAO Code of Conduct for Responsible Fisheries (1995); the Agreement to promote Compliance with

International Conservation and Management Measures by Fishing Vessels on the High Seas (1993); the United Nations Agreement on Straddling Fish Stocks and Highly Migratory Fish Stocks (1995); Sustainable Development of the Programme of Action for Small Island Developing States (1994), and the Protocol Concerning Specially Protected Areas and Wildlife in the Wider Caribbean (1990);

DESIROUS of continuing to promote and strengthen cooperation in the field of fisheries and coastal and marine resource management for the purpose of developing coordinated and harmonized approaches to research, policy reforms and institutional building for sustainable utilization, management and conservation of all relevant aquatic resources;

RESOLVED to improve cooperation and development in the fishery sector through the encouragement of joint programmes and projects in resource mobilization, research, training and capacity building for sustainable development, expanded and competitive trade, seafood safety, rational management and conservation of fisheries and other coastal and marine resources;

DESIROUS FURTHER of establishing a framework to facilitate and promote the development of their mutual relations and determine the direction in which their cooperation should develop;

HAVE AGREED AS FOLLOWS:

ARTICLE 1

Objective

The Parties shall cooperate to ensure the sustainable development, utilization, conservation and management of the fish stocks and associated ecosystems occurring within the Caribbean Sea and adjacent areas, through, *inter alia*, the effective and efficient development and implementation of programmes, projects and activities in the areas covered by this MOU.

ARTICLE 2

Main Areas

The main areas of cooperation and collaboration shall be any which contribute to the fulfilment of the common goals and objectives of the Parties including, *inter alia*;

- (a) Research and resource assessment to improve knowledge and understanding the fisheries and associated ecosystems;
- (b) Collection, management and dissemination of data and information to policy makers and other stakeholders
- (c) Capacity building for the purpose of developing skills, expertise and operating systems appropriate to the Caribbean in realizing sustainable development, utilization, trade, management and conservation of fisheries and other coastal and marine resources and ecosystems;
- (d) The sourcing and mobilization of financial and technical assistance to build human and institutional capacity, acquire knowledge, and transfer appropriate technology
- (e) Designing, implementing and evaluating training courses in marine sciences and related areas, as required;
- (f) Strengthening systems for monitoring control and surveillance and the prevention and eradication of illegal, unreported and unregulated fishing
- (g) Strengthening systems for seafood safety and adding value to fish and fishery products

ARTICLE 3

Exchange of Information

The Parties agree to exchange information, reports and technical documents on scientific and technical developments in respect of fisheries and related coastal and marine resources and activities.

ARTICLE 4

Terms and Modification

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;

The Parties may amend this MOU by a statement signed by their duly authorized representatives, dated, and attached hereto.

This MOU shall enter into force from the date on which it is signed by both Parties.

ARTICLE 5

Institutional Coordination and Notice

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 or his delegated representative.

All notices and communication for the Dominican Republic should be addressed to the Executive Director, CODOPESCA, Santo Domingo, Dominican Republic.

Either Party may change the person designated to receive notice hereunder by so notifying the other in writing.

ARTICLE 6

Dispute Resolution

Any dispute between the Parties arising out of the interpretation or execution of this MOU shall be settled by mutual negotiation or other such means as the Parties mutually decide.

If the Parties are unable to settle any dispute by negotiation and agreement, the dispute will be arbitrated by a third party jointly decided upon by CRFM and CODOPESCA.

The Parties agree to be bound by any decision rendered by the arbitrator as the final resolution of the dispute.

ARTICLE 7

Duration

This MOU shall enter into force upon signature of both Parties and remains in force for an initial period of three years. If the MOU is not terminated by one of the Parties, it shall remain in force for further periods of three years.

ARTICLE 8

Termination

Either Party may terminate this MOU by giving sixty days prior written notice to the other. The termination of this MOU shall not affect the

In witness whereof, the duly authorized representatives of the Parties hereby subscribe to this Memorandum of Understanding, in duplication originals, on this _____ day of _____ 2008.

Signature:

Date:

23 October 2008

Signature:

Director Ejecutivo, CODOPESCA

Date:

28 Octobre 2008