MEMORANDUM OF UNDERSTANDING BETWEEN THE CARIBBEAN REGIONAL FISHERIES MECHANISM (CRFM) AND THE SCHOOL FOR GRADUATE STUDIES AND RESEARCH, UNIVERSITY OF THE WEST INDIES

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 School for Graduate Studies and Research, University of the West Indies, St. Augustine, Trinidad and Tobago (hereinafter referred to as UWI).

WHEREAS the Conference of Heads of Government of the Caribbean Community (CARICOM) took the decision at its intersessional Meeting in Belize in February 2002, to establish a Caribbean Regional Fisheries Mechanism;

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 UWI is the leading institution for research and graduate training in fisheries and fisheries related topics in the CARICOM region, and has been in existence since 1948.

WHEREAS UWI has expertise and capacity in areas of interest that coincide with those of the CRFM which can provide synergy with, and add value to the work of the CRFM;

WHEREAS UWI has the competence, experience and expertise that will support, reinforce and facilitate the CRFM's mandate of capacity-building in the field of fisheries;

NOTING that UWI is an Observer in the Caribbean Fisheries Forum of the CRFM;

RECOGNISING that the combined and complementary efforts of the CRFM and UWI can contribute more effectively to sustainable fisheries development 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 UWI mutually agree and covenant as follows:

ARTICLE 1: PURPOSE AND OBJECTIVES

The overall purpose of this Memorandum of Understanding (hereinafter referred to as the "MOU") is to facilitate closer cooperation and collaboration between CRFM and UWI in fulfilling their common goals and objectives by providing a framework which outlines the main areas and procedures for collaboration between the CRFM and UWI. The main areas of cooperation and collaboration shall be any which contribute to the fulfilment of the mandate and goals of the CRFM and UWI, 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 fisheries development.

- 1.2. The sourcing and mobilization of financial, technological and human resources, in support of
 - (i) the CRFM's mission to develop sustainable fisheries; and
 - (ii) UWI teaching and research programmes in 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 fisheries and related areas, as required.
- 1.4. Collaboration of UWI with the CRFM and its partners, including international funding agencies in designing, implementing and evaluating projects, activities and events related to the CRFM's mission.
- 1.5. The functioning by UWI as the regional base for the CRFM's academic training activities in fisheries and related areas, and its collaboration with the CRFM and other educational institutions associated with the CRFM to ensure that the delivery of such training is of the highest quality.
- 1.6. Collaboration by CRFM in supervision of students' research and internship activities as appropriate.
- 1.7. 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, 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 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.
- 2.5 In the event that government, university, agency and/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, MODIFICATION AND TERMINATION

- 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 upon which it is signed by both Parties.
- 3.4 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.
- 3.5. Any dispute between UWI and the CRFM arising out of the interpretation or execution of this MOU shall be settled by mutual agreement. If UWI and the CRFM are unable to reach agreement on any question in dispute, it is agreed between the Parties that the disputed matter will be referred to the Secretary General of CARICOM. UWI and the CRFM agree to be bound by any decision rendered by the Secretary General as the final resolution of any such dispute.

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, Belize City, Belize.
- 4.2 All notices and communication for UWI should be addressed to the Pro-Vice Chancellor, School for Graduate Studies and Research, UWI, Trinidad and Tobago.
- 4.3 Either Party may change the person designated to receive notice hereunder by so notifying the other in writing.

In witness whereof, the duly authorized representatives of the Parties hereby subscribe to this Memorandum of Understanding, in duplication originals, on this 10 day of 1000 day of 1000

For and on begalf of CRFM

Date

Director

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For and on behalf of LIWI

Date

PRO VICE CHANCELLOR (RESEARLY)