



MEMORANDUM OF UNDERSTANDING BETWEEN THE CARIBBEAN REGIONAL FISHERIES MECHANISM (CRFM) AND THE UNITED NATIONS UNIVERSITY - FISHERIES TRAINING PROGRAMME

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 United Nations University - Fisheries Training Programme in Iceland, (hereinafter referred to as the UNU - FTP).

RECALLING 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";

RECOGNISING THAT the CRFM is the principal regional institution for addressing, promoting and facilitating the development, management and conservation of fisheries in the CARICOM region;

ALSO RECOGNISING THAT UNU - FTP is part of the UNU network of academic training and research institutions engaged in research, post graduate training and dissemination of knowledge in furtherance of the purposes and principles of the Charter of the United Nations.

ACCEPTING THAT UNU - FTP has the competence, experience and expertise that will support, reinforce and facilitate the CRFM's mandate of capacity-building in the field of fisheries:

WHEREAS UNU - FTP has 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 and UNU-FTP;

FURTHER RECOGNISING that the combined and complementary efforts of the CRFM and UNU - FTP 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;

ACKNOWLEDGING also the mutual interest and potential synergies that exist;

Have agreed 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 UNU - FTP in fulfilling their common goals and objectives by providing a framework which outlines the main areas and procedures for collaboration between the CRFM and UNU - FTP. The main areas of cooperation and collaboration shall be any which contribute to the fulfilment of the mandate and goals of the CRFM and UNU-FTP, including, *inter alia*, the effective and efficient development and implementation of projects and activities in the following areas:

- 1. Institutional strengthening and capacity building in the areas offered by the UNU FTP which are consistent with the priority programmes agreed by Member States and identified in the CRFM's Strategic Plan for the purpose of developing skills, expertise and experience appropriate to the Caribbean reality in realizing sustainable fisheries development.
- 2. The provision of technical assistance in support of the CRFM's mandate to developing sustainable fisheries.
- 3. Training under the UNU FTP Sixth Month Fellowship Programme as well as the Scholarship Programme for Graduate Studies at Universities in Iceland and the development and delivery of short courses in fisheries and related areas.
- 4. 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

- 1. Funding for the above activities shall be sourced by either or both parties, working harmoniously to further the aims and objectives of both agencies.
- 2. In order to facilitate closer working relationships, both parties shall seek to participate in each other's meetings and workshops on subject matters of common interest.
- 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.

- 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.
- 5. In the event that government 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

- 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;
- 2. The Parties may amend this MOU by a statement signed by their duly authorized representatives, dated, and attached hereto.
- 3. This MOU shall enter into force from the date upon which it is signed by both Parties.
- 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.
- 5. Any dispute between UNU FTP and the CRFM arising out of the interpretation or execution of this MOU shall be settled by mutual agreement.

ARTICLE IV: INSTITUTIONAL COORDINATION AND NOTICE

- 1. The Executive Director, CRFM Secretariat, Belize City, shall receive all notices and communication in relation to this MOU.
- 2. The Programme Director, UNU Fisheries Training Programme shall receive all notices and communication in relation to this MOU
- 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 3 day of Wovmber, 2008.

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or For and on behalf of CRFM

For and on behalf of UNU - FTP

Hugh A. Saul

Executive Director

Johann Sigurjonsson Chairman of the Board