



## MEMORANDUM OF UNDERSTANDING

The Parties to this Memorandum of Understanding (hereinafter referred to as "*The MOU*") are the Caribbean Regional Fisheries Mechanism, with headquarters at Princess Margaret Drive, Belize City, Belize (hereinafter referred to as "*The CRFM*"), and the University of Belize, with its main Campus at University Drive, Belmopan, Belize (hereinafter referred to as "*UB*").

**WHEREAS** the CRFM is a regional fisheries body established by the Conference of Heads of Government of the Caribbean Community at its 13<sup>th</sup> Inter-sessional Meeting in Belize 4<sup>th</sup> February 2002;

**WHEREAS** the mandate of the CRFM is to promote sustainable use of fisheries and aquaculture resources in and among its Member States by the development, management and conservation of these resources in collaboration with stakeholders for the benefit of the people of the Caribbean region;

**WHEREAS** UB is a national, autonomous institution committed to excellence in higher education, research and service for national and regional development;

**RECOGNISING THAT** the CRFM is the principal CARICOM regional institution for addressing, promoting and facilitating the governance, conservation, management and development of fisheries and other living marine resources in the CARICOM region;

**RECOGNISING ALSO THAT** UB is the leading institution in Belize for research and tertiary level training in a range of disciplines including, *inter alia*, management and administration, and natural resource management;

**ACCEPTING THAT** UB has the competence, experience and expertise that will support, reinforce and facilitate the CRFM's mandate of capacity-building in the field of fisheries and coastal and marine resource governance and management;

**RECOGNISING THAT** UB has capacity in areas of interests that coincide with those of the CRFM which can provide synergy and add value to the work of both Parties;

**FURTHER RECOGNISING** that the combined and complementary efforts of the CRFM and UB can contribute more effectively to the governance and sustainable development of coastal and marine resources 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;

AE

*[Handwritten signature]*

**HAVE AGREED** as follows:

## **ARTICLE 1**

### **PURPOSE AND OBJECTIVES**

- (1) The purpose of this MOU is to facilitate closer cooperation and collaboration between CRFM and UB in fulfilling their common goals and objectives by providing a framework which outlines the main areas of common interests and the procedures for improved cooperation.
- (2) The main areas of cooperation and collaboration shall be any which contribute to the fulfilment of the mandate and goals of the CRFM and UB, including, *inter alia*, the effective and efficient development and implementation of projects and activities in the following areas:
  - (a) Institutional strengthening and capacity building in the areas offered by the UB which are consistent with the priority programmes agreed by CRFM Member States and identified in the CRFM's Strategic Plan subsisting for the time being, for the purpose of developing skills, expertise and experience appropriate to the Caribbean reality in achieving sustainable development of the coastal and marine resources.
  - (b) The sourcing and mobilization of financial, technological and human resources, in support of
    - (i) the CRFM's mission to develop sustainable fisheries, and
    - (ii) UB's teaching and research programmes in natural resource assessment and management, general management, administration, and leadership development and related areas, which are self-reinforcing and mutually beneficial to both Parties.
  - (c) Supporting each other in designing, implementing and evaluating training courses in natural resource assessment, general management and related areas, as required.
  - (d) Supporting each other in designing, implementing and evaluating projects, activities and events in areas of common interest.
  - (e) Collaboration by CRFM in supervision of students' research and internship activities as appropriate.
  - (f) Any other related areas of operation or expertise deemed to be of mutual benefit to both Parties.

## **ARTICLE 2**

### **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 Party in an agreement. Each Party shall be free to enter into other collaborative relationships, even if based on similar areas of interest.
- (5) In the event that government or other clearances or approvals are required for a cooperative activity to be implemented, either or both Parties shall seek such approvals or clearances either jointly or severally as deemed appropriate.

## **ARTICLE 3**

### **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;
  - (a) The Parties may amend this MOU by a statement signed by their duly authorized representatives, dated, and attached hereto.
  - (b) This MOU shall enter into force from the date upon which it is signed by both Parties.
  - (c) 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.
  - (d) Any dispute between UB and the CRFM arising out of the interpretation or application of this MOU shall be settled by mutual agreement.



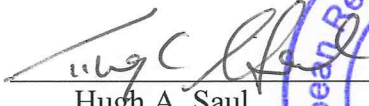
## ARTICLE 4

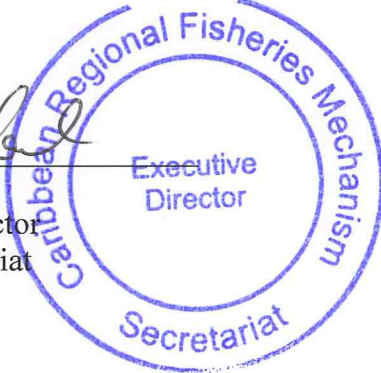
### INSTITUTIONAL COORDINATION AND NOTICE

- (1) The Executive Director, CRFM Secretariat shall receive all notices and communication in relation to this MOU on behalf of the CRFM.
- (2) The [President], UB shall receive all notices and communication in relation to this MOU on behalf of the UB.
- (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:

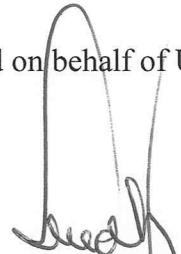
For and on behalf of CRFM

  
\_\_\_\_\_  
Hugh A. Saul  
Executive Director  
CRFM Secretariat



Date: 18 December 2009

For and on behalf of UB

  
\_\_\_\_\_  
Dr. Santos Mahung  
President  
University of Belize

Date: Dec 18, 2009