

**MOU/18/CEP/02**

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE UNITED NATIONS ENVIRONMENT PROGRAMME REPRESENTED BY THE CARIBBEAN  
ENVIRONMENT PROGRAMME (UN ENVIRONMENT)  
AND  
THE CARIBBEAN REGIONAL FISHERIES MECHANISM (CRFM)**

**WHEREAS** UN Environment is the leading global environmental authority that sets the global environmental agenda, promotes the coherent implementation of the environmental dimension of sustainable development within the United Nations system and serves as an authoritative advocate for the global environment;

**WHEREAS** UN Environment established the Caribbean Environment Programme (hereinafter referred to as UN Environment-Caribbean Environment Programme) in 1981 within the Regional Seas Programme to provide assistance to all countries of the Wider Caribbean region, strengthen national and regional institutional, coordinate international assistance and stimulate technical cooperation amongst countries in this region;

**WHEREAS** UN Environment has the mandate, inter alia, to address the accelerating degradation of the world's oceans and coastal areas and coordinates through the Caribbean Environment Programme, an extensive Regional Seas Programme, the Convention for the Protection and Development of the Marine Environment in the Wider Caribbean Region (Cartagena Convention), adopted in 1983 and into force since 1986, is a comprehensive legally binding umbrella agreement for the protection and development of the marine environment;

**WHEREAS** the Cartagena Convention is complemented by three technical protocols, namely the 1983 Protocol Concerning Co-operation in Combating Oil Spills in the Wider Caribbean Region, the 1990 Protocol Concerning Specially Protected Areas and Wildlife in the Wider Caribbean Region (SPA/W) and the 1999 Protocol Concerning Pollution from Land-Based Sources and Activities;

**WHEREAS** the Caribbean Regional Fisheries Mechanism (hereinafter "CRFM") is an intergovernmental organization established in 2002 by the Agreement establishing the CRFM and its amongst Member States of the Caribbean Community (CARICOM) with the objective to promote and support the development, management and conservation of their marine and other aquatic resources, including by inter alia, developing and maintaining relations with national, sub-regional and regional institutions and bodies and international institutions and organizations involved in the fisheries sector;

**WHEREAS** the goal of the Caribbean Community Common Fisheries Policy is to establish, within the context of the 2001 Revised Treaty of Chaguaramas Establishing the Caribbean Community, appropriate measures for the conservation, management, sustainable utilization and development of fisheries resources and related ecosystems; the building of capacity amongst fishers and the optimization of the social and economic returns from their fisheries; and the promotion of competitive trade and stable market conditions, so as to secure the maximum benefits from those resources for the Caribbean peoples and for the Caribbean region as a whole;



**MOU/18/CEP/02**

**WHEREAS** the CRFM is the principal CARICOM regional institution for addressing, promoting and facilitating the development, management and conservation of marine fisheries and sustainable development of aquaculture in the CARICOM Member States, and is the recognized Competent Agency for implementation of the Caribbean Community Common Fisheries Policy;

**WHEREAS** UN Environment and the CRFM (hereinafter collectively referred to as "Parties") share common objectives with regard to the conservation and sustainable management of the living marine resources and ecosystems in the Caribbean, and recognize that their combined and complementary efforts can contribute more effectively to the achievement of these objectives than could be achieved by the separate and independent actions of each Party;

**WHEREAS** the Parties recognize the common and growing threats to the living marine resources and ecosystems and livelihoods in the region arising from climate change, ocean acidification, overfishing and degradation of the marine environment arising from marine and land-based sources of pollution;

**WHEREAS** the Parties also recognize that enhanced cooperation and coordination will contribute to accelerating the achievement of the relevant Aichi Biodiversity Targets and the Sustainable Development Goals, in particular Sustainable Development Goal 14 - Conserve and sustainably use the oceans, seas and marine resources for sustainable development, as well as the listing of marine fish species on the SPAW Protocol;

**WHEREAS** the Parties intend to conclude this Memorandum of Understanding (hereinafter referred to as "MOU") with the aim of identifying and developing synergies and ensuring effective cooperation in pursuit of common goals and objectives within their respective mandates and governing rules and regulations.

**NOW, THEREFORE, UN ENVIRONMENT AND CRFM HAVE AGREED TO COOPERATE UNDER THIS MEMORANDUM OF UNDERSTANDING AS FOLLOWS:**

### **Article 1 Interpretation**

1. This MOU represents the complete understanding between the Parties and supersedes all prior MOUs, communications and representations, whether oral or written, concerning the subject matter of this MOU.
2. Implementation of any subsequent activities pursuant to this MOU, including those involving the transfer of funds between the Parties, shall necessitate the execution of appropriate legal instruments between the Parties. The terms of such legal instruments shall be subject to the provisions of this MOU.

### **Article 2 Duration**

1. This MOU shall be effective upon the last date of signature of the approving officials and remain in force for five years, unless terminated in accordance with Article 16 below.

Parties' initials:

Page 2 of 7

**MOU/18/CEP/02**

2. This MOU may be renewed or extended for additional periods of five years by the Parties by mutual written consent, following the amendment procedure under Article 15, paragraph 2 below.

**Article 3  
Purpose**

1. The purpose of this MOU is to provide a framework of cooperation and collaboration between the Parties to further their shared goals and objectives in relation to the conservation and protection of the marine environment including management, conservation and sustainable use of the living marine resources and marine ecosystems in the Caribbean region.

**Article 4  
Areas of Cooperation**

1. The areas of cooperation and collaboration shall be any which contribute to the fulfilment of the mandate and goals of the CRFM and UN Environment-CEP and may including the following:
- a. Development and implementation of precautionary and ecosystem-based approaches for sustainable use, management and conservation of marine living resources, development of sustainable aquaculture and protection of the marine environment and ecosystems;
  - b. Identification and evaluation of marine species for listing on the SPAW Protocol and preparation and implementation of fisheries management and recovery plans for commercially important marine species as deemed necessary;
  - c. Monitoring, control and mitigation of impact of marine invasive species in the region;
  - d. Monitoring and management of *Sargassum* seaweed influx in coastal waters;
  - e. Monitoring and management of coral reefs, mangroves and other coastal and marine ecosystems as deemed necessary and appropriate;
  - f. Identification, establishment and management of marine protected areas to protect and conserve marine biodiversity, essential fish habitats, and ensure sustainable use of fisheries resources;
  - g. Capacity building for the purpose of developing skills, expertise and experience appropriate to the Caribbean reality in conservation, management and sustainable use of and other coastal and marine resources and ecosystems; and
  - h. Improving scientific understanding and assessment of fisheries and marine ecosystems as a basis for effective conservation, management and sustainable use of the marine resources
2. The Parties may jointly agree on additional areas of cooperation to respond to new and emerging issues in the realm of marine environmental protection and sustainable development and conservation of the living marine resources of the Caribbean region.

Parties' initials:

Page 3 of 7



**Article 5  
Organisation of the Cooperation**

1. The objectives of this MOU shall be achieved through:
  - a. Regular dialogue, information exchange and meetings between UN Environment-CEP and the CRFM;
  - b. Participation in each other's meetings and workshops on subject matters of common interest, as considered appropriate; and
  - c. The Parties will prepare separate Letters of Agreement or other appropriate legal instruments documenting specific programmes, projects or activities to be undertaken by the Parties pursuant to Article 3.

**Article 6  
Focal points and communication**

1. To facilitate regular and efficient channels of communication, the Parties establish the following primary contact points:

**For the CRFM:**

Milton Haughton  
CRFM Secretariat  
Belize City  
Princess Margaret Drive  
Belize  
[Milton.haughton@crfm.int](mailto:Milton.haughton@crfm.int); [secretariat@crfm.int](mailto:secretariat@crfm.int)

**For UN Environment, Cartagena Convention Secretariat:**

Lorna Inniss (Ms.)  
Coordinator  
UN Environment-CEP  
14-20 Port Royal Street  
Kingston, Jamaica  
[lorna.inniss@un.org](mailto:lorna.inniss@un.org)

2. The Parties agree that exchange of information and communication among the focal points will be primarily pursued through electronic means.
3. The Parties will immediately inform each other in case of change of any designated focal point.

**Article 7  
Status of the Parties and their Personnel**

1. The Parties acknowledge and agree that the CRFM is an entity separate and distinct from the United Nations, including UN Environment. The employees, personnel, representatives, agents, contractors or affiliates of the CRFM, including the personnel engaged by the CRFM for

**MOU/18/CEP/02**

carrying out any of the project activities pursuant to this MOU, shall not be considered in any respect or for any purposes whatsoever as being employees, personnel, representatives, agents, contractors or affiliates of the United Nations, including UN Environment, nor shall any employees, personnel, representatives, agents, contractors or affiliates of UN Environment be considered, in any respect or for any purposes whatsoever, as being employees, personnel, representatives, agents, contractors or affiliates of the CRFM.

2. Neither Party shall be entitled to act or make legally binding declarations on behalf of the other Party. Nothing in this MOU shall be deemed to constitute a joint venture, agency, interest grouping or any other kind of formal business grouping or entity between the Parties.

### **Article 8 Fundraising**

1. To the extent permitted by the Parties' respective regulations, rules and policies, and subject to sub-article 2, the Parties may engage in fundraising from the public and private sectors and regional and international donor partners to support the activities, projects and programmes to be developed or carried out pursuant to this MOU.

2. Neither Party shall engage in fundraising with third parties in the name of or on behalf of the other, without the prior express written approval of the other Party in each case.

### **Article 9 Intellectual Property Rights**

1. Nothing in the MOU shall be construed as granting or implying rights to, or interest in, intellectual property of the Parties.

2. In the event that the Parties foresee that intellectual property that can be protected shall be created in relation to a particular activity, project or programme to be carried out under this MOU, the Parties shall negotiate and agree on terms of its ownership and use in the relevant legal instrument concluded as per Article 5.1.(c)

### **Article 10 Use of Name and Emblem**

1. Neither Party shall use the name, emblem or trademarks of the other Party, its subsidiaries and/or affiliates, or any abbreviation thereof, in connection with its business or for public dissemination without the prior expressly written approval of the other Party in each case. In no event shall authorization of the UN or UN Environment name or emblem be granted for commercial purposes.

2. CRFM acknowledges that it is familiar with the independent, international and impartial status of the UN and UN Environment, and recognizes that their names and emblems may not be associated with any political or sectarian cause or otherwise used in a manner inconsistent with the status of the UN and UN Environment.

3. The Parties agree to recognize and acknowledge this partnership, as appropriate. To this

Parties' initials:

Page 5 of 7



**MOU/18/CEP/02**

end, the Parties shall consult with each other concerning the manner and form of such recognition and acknowledgement.

**Article 11  
United Nations Privileges and Immunities**

1. Nothing in or relating to this MOU shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs.

**Article 12  
Confidentiality**

1. The handling of information shall be subject to each Party's corporate confidentiality policies.
2. Before disclosing internal documents, or documents that by virtue of their content or the circumstances of their creation or communication must be deemed confidential, of the other Party to third parties, each Party shall obtain the express, written consent of the other Party.

**Article 13  
Responsibility**

1. Each Party will be responsible for dealing with any claims or demands arising out of its actions or omissions, and those of its respective personnel, in relation to this MOU.

**Article 14  
Dispute Settlement**

1. The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of this MOU. Where the Parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the United Nations Commission on International Trade Law (UNCITRAL) Conciliation Rules then prevailing, or according to such other procedure as may be agreed between the Parties.
2. Any dispute, controversy or claim between the Parties arising out of this MOU which is not settled amicably in accordance with the foregoing sub-article may be referred by either Party to arbitration under the UNCITRAL Arbitration Rules then in force. The arbitral tribunal shall have no authority to award punitive damages. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

**Article 15  
Notification and Amendments**

1. Each Party shall promptly notify the other in writing of any anticipated or actual material changes that will affect the execution of this MOU.

Parties' initials:



Page 6 of 7



**MOU/18/CEP/02**

2. The Parties may amend this MOU by mutual written agreement, which shall be appended to this MOU and become an integral part of it.

**Article 16  
Termination**

1. Either Party may terminate this MOU by giving sixty (60) days prior written notice to the other Party.
2. 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 affix their signatures below.

**For United Nations Environment**



.....  
Name: Lorna Inniss  
Coordinator  
UN Environment-CEP

Date: 10-04-2018.....

**For the Caribbean Fisheries  
mechanism**



.....  
Name: Milton Haughton,  
Executive Director

Date: 10<sup>th</sup> May 2018.....