



SPRFMO

**6th Meeting of the Commission
Lima, Peru, 30 January to 3 February 2018**

COMM 6 - Obs 03

Proposal for a Memorandum of Understanding between the CPPS and SPRFMO

Permanent Commission for the South Pacific (CPPS)



COMISION PERMANENTE DEL PACÍFICO SUR
Secretaría General

Nota CPPS/SG/002/2018

I am pleased to address you on behalf of the Permanent Commission for the South Pacific (CPPS) regarding the coordinations that the CPPS and South Pacific Regional Fisheries Management Organization (SPRFMO) have been carrying out in order to sign a Memorandum of Understanding.

In that sense, I would like to formally express to you the interest of the CPPS to start negotiations with SPRFMO to celebrate a cooperation framework agreement for the long-term conservation and sustainable exploitation of fishery resources in the world's oceans, in particular the South Pacific Ocean. The agreement will seek to develop joint activities to achieve the institutional objectives detailed in our respective founding treaties, statutes and regulations.

If you agree with this proposal, I would appreciate to confirm the interest of SPRFMO to initiate the exchange of proposals for a draft cooperation framework agreement.

I take this opportunity to renew the sentiments of my special consideration.



Guayaquil, January 19th 2018.

Dr.
Johanne Fischer
Executive Secretary
South Pacific Regional Fisheries Management Organization
Wellington.-

DAJPMI/gac



-Draft-

Memorandum of Understanding between the Permanent Commission of the South Pacific (CPPS) and the South Pacific Regional Fisheries Management Organization (SPRFMO)

Preamble

The Permanent Commission of the South Pacific (CPPS) and the South Pacific Regional Fisheries Management Organization (SPRFMO), here in after the Parties in this Memorandum of Understanding.

Recognizing the importance of guaranteeing long term conservation and sustainable exploitation of fishing resources in world oceans, in particular the South Pacific Ocean,

Convinced of the benefits of establishing partnerships and cooperation actions for the success of the institutional objectives detailed in their respective founding treaties, statues and regulations,

HAVE AGREED to enter into this Memorandum of Understanding.

Clause 1

Legal Nature of the Parties

1. CPPS is an inter-governmental organization of regional character integrated by Chile, Colombia, Ecuador and Peru coastal countries of the Southeast Pacific. The central objective of CPPS is to coordinate the maritime policies of its Member States for the conservation and sustainable use of their living and non-living marine resources. The CPPS was constituted by "*Convenio sobre Organización de la Comisión Permanente de la Conferencia sobre Explotación y Conservación de las Riquezas Marítimas del Pacífico Sur*" on 18 August 1952.

2. SPRFMO is an inter-governmental organization that is committed to the long-term conservation and sustainable use of the fishery resources of the South Pacific Ocean and in so doing safeguarding the marine ecosystems in which the resources occur. The SPRFMO Convention applies to the high seas of the South Pacific, covering about a fourth of the Earth's high seas areas. SPRFMO was constituted by the "*Convention on*

the Conservation and Management of High Seas Fishery Resources in the South Pacific Ocean" on 14 November 2009.

Clause 2

Objectives of the Memorandum of Understanding

The purpose of this Memorandum is to establish a cooperation framework between CPPS and SPRMFO (the Parties) in order to meet their institutional goals on matters of common interest.

Clause 3

Areas of cooperation

The Parties will establish and maintain consultations on matters of common interest, in particular, in the following areas:

1. Institutional strengthening including the development of training, sharing experiences and learning lessons; together with the development of scientific research
2. Exchange meeting reports, information, documents and publications regarding matters of mutual interest, consistent with the information sharing policies of each Party;
3. Exchange data and scientific information in support of the work and objectives of both parties, consistent with the information sharing policies of each Party including, but not limited to, information on:
 - a) Vessels authorized to fish in accordance with conservation and management measures adopted under the SPRMFO Convention;
 - b) Vessels suspected of illegal, unreported and unregulated (IUU) fishing activity and the IUU Vessel List established by each Party;
 - c) Catch, by catch and vessel information and/or data consistent with data use, access and confidentiality rules of each Party;
 - d) Monitoring, control and surveillance policies and systems, including Vessel Monitoring Systems (VMS);
4. Implementation and/or adaptation of vulnerable marine ecosystems (VMEs) and deep-sea fisheries guidelines/protocols; and
5. Other matters of common interest.

Clause 4
Specific agreements and contracts

Under this Memorandum of Understanding and the cooperation areas detailed in the Clause 3, the Parties should develop activities of common interest through the subscription of specific agreements, donation/grant agreements, consultancies or other mechanisms. The cooperation activities between the Parties will be developed in the framework of their respective founding treaties, statutes and regulations.

Clause 5
Consultations

To facilitate the effective development, implementation and cooperation strengthening, the Parties should establish a direct consultation mechanism through their respective Executive and General Secretariat via telephone communication, email, videoconference or any other similar means of communication

Clause 6
Judicial Regimen

This Memorandum of Understanding neither creates rights or obligations legally binding for the parties nor alters their obligations within the framework of their respective founding treaties, statutes and regulations.

Clause 7
Information Confidentiality

The Parties recognize the confidential character and/or nature that any determined information sharing could have in the framework of the present Cooperation Agreement. Neither party shall publish, without the consent of the other Party, confidential or classified information.

Clause 8
Dispute Settlement

Any difference that arises in connection with the application or interpretation of this Memorandum of Understanding shall be resolved by direct negotiations between the Parties.

**Clause 9
Modifications**

This Memorandum of Understanding could be modified in any moment through the express approval/consent from the Parties. The modification shall entry into force the day in which the mutual acceptance of the Parties is undoubtedly proved, otherwise agreed.

**Clause 10
Entry into Force and Termination**

This Memorandum of Understanding shall enter into force on the date of its signature. Any Party may terminate this Agreement by written notification. The termination shall take effect two months after the date of the written notification.

**Clause 11
Authentic Texts**

The English and Spanish texts of this Memorandum of Understanding are equally authentic and valid.

IN WITNESS WHEREOF, the undersigned, being duly authorized, have signed this Cooperation Agreement in duplicate on the date and at the place indicated below:

**FOR THE PERMANENT COMMISSION OF THE
SOUTH PACIFIC (CPPS):**

**FOR THE SOUTH PACIFIC REGIONAL FISHERIES
MANAGEMENT ORGANISATION (SPRFMO):**

General Secretary

Executive Secretary

Place:

Place:

Date:

Date: