



MEMORANDUM OF UNDERSTANDING

ON TECHNICAL COOPERATION IN COASTAL FISHERY AND

AQUACULTURE DEVELOPMENT

BETWEEN

MEMBERS OF THE MELANESIAN SPEARHEAD GROUP (MSG)

1. Preamble

The Members of the Melanesian Spearhead Group hereinafter referred to as "Members", in recognition of the need for greater technical cooperation in coastal fishery and aquaculture development within the MSG region agree to enter into this Memorandum of Understanding (MOU). The Members comprise the Republic of the Fiji Islands, the Independent State of Papua New Guinea, Solomon Islands, the Republic of Vanuatu and Front de Liberation Nationale Kanak et Socialiste (hereinafter referred to as "FLNKS") of New Caledonia

Recognizing the importance of coastal fisheries with respect food security and economies for coastal communities in MSG countries;

Taking note of the decision of MSG Leaders in March 2011 on the need to focus on priorities such as aquaculture and coastal fisheries management and development of downstream processing of fishery products;

Convinced of the need for accelerating the growth and expansion of aquaculture in the MSG region;

Believing that technical cooperation amongst Members is the way forward; and

Recognising also the need of Members for specific technical assistance in the area of aquaculture and coastal fisheries management, development and sustainable use;

HAVE AGREED AS FOLLOWS:

2. Purpose

2.1 The MOU aims to increase mutual cooperation between the Members in the coastal fisheries and aquaculture sectors.

2.2 The MOU provides the framework of collaboration within which detailed proposals for programmes of cooperation are to be jointly considered and agreed between Members.

3. Principles of collaboration

3.1 The following principles of collaboration shall guide the execution of this MOU:

- (i) *Country leadership*: The cooperation is based on the objective needs expressed individually by Members and also on those needs expressed collectively in MSG meetings.
- (ii) *Genuine Partnership*: The cooperation is based on a genuine spirit of partnership which seeks to enhance and complement each Member's effort to promote developments in coastal fisheries, aquaculture and aquatic biosecurity.
- (iii) *Mutual recognition and respect for each other's mandates*: It acknowledges the existing roles and responsibilities of each Member for specific area.

- (iv) *Sharing of information*: Members agree to share information that is necessary to assist each Party in achieving the common purpose and principles contained in this MOU.

4. Strategies for Cooperation

4.1 The Members have identified the following areas for programme collaboration that would initiate and strengthen existing cooperation within MSG in the coastal fishery and aquaculture sectors:

- (i) To develop harmonized systems for the sea cucumber fishery in the area of policy, development and management measures that address marketing issues and fishery development strategies which are suited for the MSG governments and communities;
- (ii) To build technical and human capacity on broodstock development and hatchery seed production of selected species for aquaculture such as sea cucumber, finfish and shrimp aquaculture; and
- (iii) To collaborate through development of agreed guidelines, including policy, legal and institutional arrangements regarding aquatic biosecurity and introduced species for aquaculture among MSG Members.

5. Areas of Collaboration

5.1 The Members agree to develop harmonised systems for sea cucumber fisheries in the areas of policy, technical cooperation development and management. The measures that may be taken in developing the harmonised system for sea cucumber fisheries may include but not limited to the following:

- i) No person or company may export beche-de-mer without a valid license;
- ii) Members will put in place a country specific national béche-de-mer management plan which includes national management measures such as prohibitions on the use of scuba or hookah and other breathing apparatus, size restrictions, closure periods etc. and considers other economic measures for management and compliance within the fishery;
- iii) Align management, monitoring and compliance approaches within the MSG sea cucumber fisheries to avoid illegal transshipment of product between Member countries to get around local management measures;
- iv) No person or company may conduct commercial farming of béche-de-mer without a valid aquaculture licence. Permitted export sizes for béche-de-mer may be different for farmed specimens than from the wild caught fishery.

5.2 In terms of developing technical and human capacity on broodstock development and hatchery seed production of selected species for aquaculture such as sea cucumber, finfish and shrimp aquaculture, technical cooperation may include but not limited to the following:

- i) Technical attachment programs between MSG members;
- ii) Provision of technical expertise between MSG members;
- iii) Establishment of joint research programs between Members;
- iv) Supply of quality seed from centralized breeding institutions within member countries, to promote aquaculture, provided the recipient country's aquatic biosecurity requirements are met;
- v) Supply of quality feed for aquaculture; and
- vi) Promotion of the free-flow of information via biennial regional technical workshops for MSG members.

5.3 In terms of aquatic biosecurity, technical cooperation may include but not limited to the following:

- i) the establishment of agreed standards on Import Risk Assessment Protocols for different aquaculture species;
- ii) the establishment of training programs within MSG Members on aquatic biosecurity;
- iii) the establishment of an aquatic biosecurity facility within an MSG Member that would promote biosecurity issues within the MSG Members; and
- iv) the establishment of a domestic translocation policy within each member country. This is for movement of both indigenous and exotic species within each country.

6. Areas of Responsibilities

6.1 To facilitate the implementation of this MOU:

- i) Members will ensure that agreed cooperation programs are well described and adequately communicated to each party through official contacts and to the MSG Secretariat; and
- ii) Members will ensure that specific activities of coastal fisheries and aquaculture cooperation among Members will be described in joint agreements and communicated to the MSG Secretariat.

7. Confidentiality and intellectual property

7.1. Any exchange of information between MSG Members under this MOU, whether in relation to scientific research, genetic materials (endemic or not), financial management or information systems, will be subject to any reasonable conditions of confidentiality that the Members disclosing the information wishes to impose, notwithstanding other areas of cooperation stated in this MOU.

7.2. In the absence of any specific agreement to the contrary, the Members hereby acknowledge that this MOU will not act as a license for either Party to exercise the other's intellectual property rights in relation to know-how, materials or technology.

8. Duration and review

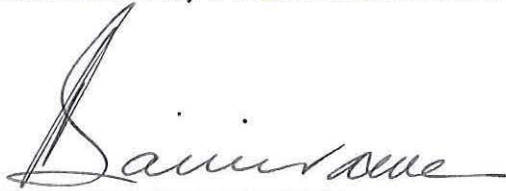
8.1. Members agree to review this MOU every two years by mutual agreement and modify it as necessary by an exchange of letters if the need arises.

8.2 The Members hereby acknowledge and agree that this MOU is non-binding and does not create any obligations under law, but does not diminish the intentions of the parties to comply with the terms and responsibilities stipulated in this Memorandum.

9. Entry into force

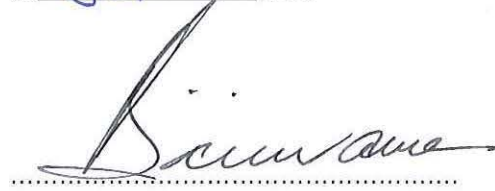
9.1. This MOU will enter into force upon signature by the MSG Ministers responsible for Fisheries.

IN WITNESS WHEREOF the undersigned, being duly authorized by the respective Parties have signed this Memorandum of Understanding this 26 day of June 2015



FOR THE REPUBLIC OF FIJI

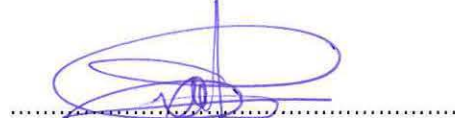
EN FOI DE, DE QUOI, les soussignés, dûment autorisés par les Parties respectifs ont signé le présent Protocole d'Entente ce jour 26 de juin 2015.



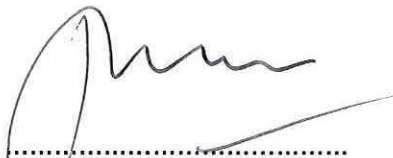
POUR LA REPUBLIQUE DE FIDJI



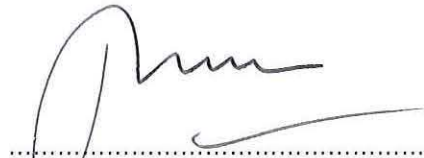
FOR FRONT DE LIBERATION NATIONALE KANAK ET SOCIALISTE (FLNKS) OF NEW CALEDONIA



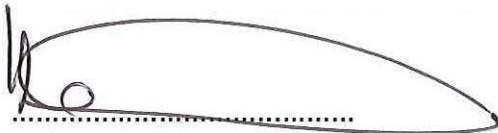
POUR LE FRONT DE LIBERATION NATIONALE KANAK ET SOCIALISTE (FLNKS) DE NOUVELLE-CALEDONIE



FOR THE INDEPENDENT STATE OF PAPUA NEW GUINE



POUR L'ETAT INDEPENDANT DE PAPOUASIE NOUVELLE-GUINEE



FOR THE SOLOMON ISLANDS



POUR LES ILES SALOMON



FOR THE REPUBLIC OF VANUATU



POUR LA REPUBLIQUE DU VANUATU