

## **Memorandum of Understanding on Strengthening Cooperation between CDEMA and the CRFM**

This Memorandum of Understanding (hereinafter referred to as MOU) is made between the Caribbean Regional Fisheries Mechanism (hereinafter referred to as CRFM) and the Caribbean Disaster Emergency Management Agency (hereinafter referred to as CDEMA).

**Whereas:** The CRFM has been established by an Inter-Governmental Agreement amongst the Member States of the Caribbean Community (hereinafter referred to as CARICOM) with the objective of efficient management and sustainable development, as well as conservation of the marine and other aquatic resources within the jurisdictions of Member States, supported also by the promotion and establishment of cooperative arrangements among interested States for the efficient management of shared fishery resources; and

**Whereas:** The CRFM has been designated by as the Competent Agency by CARICOM for implementation of the Caribbean Community Common Fisheries Policy (hereinafter referred to as CCCFP), which has among its objectives the integration of environmental, coastal and marine management considerations into fisheries policy so as to safeguard fisheries and associated ecosystems from anthropogenic threats and to mitigate the impacts of climate change and natural disasters; and

**Whereas:** CDEMA has been established as a regional inter-governmental agency for disaster management in CARICOM, with the objective of building disaster resilience, primarily by: mobilising and coordinating disaster relief; mitigating or eliminating, as far as practicable, the immediate consequences of disasters in Participating States; providing immediate and coordinated response by means of emergency disaster relief to any affected Participating State; securing, coordinating and providing to interested inter-governmental and non- governmental organisations reliable and comprehensive information on disasters affecting any Participating State; encouraging – (i) the adoption of disaster loss reduction and mitigation policies and practices at the national and regional level, and (ii) cooperative arrangements and mechanisms to facilitate the development of a culture of disaster loss reduction; and coordinating the establishment, enhancement and maintenance of adequate emergency disaster response capabilities among the Participating States; and

**Whereas:** CDEMA fully embraces the principles and practice of Comprehensive Disaster Management (hereinafter referred to as CDM), an integrated and proactive approach to disaster management that seeks to reduce the risk and loss associated with natural and technological hazards and the effects of climate change to enhance regional sustainable development; and

**Whereas:** The CRFM adopted A Regional Strategy and Action Plan on Climate Change Adaptation and Disaster Risk Management in Fisheries and Aquaculture in the CARICOM Region the goals of

which are closely aligned with those of CARICOM's Regional Framework for Achieving Development Resilient to Climate Change; and CDEMA's CDM Framework; and

**Whereas:** The CRFM adopted the Protocol on Climate Change Adaptation and Disaster Risk Management in Fisheries and Aquaculture under the CCCFP, and the objective of this Protocol is to support Member States in adapting to the impacts of climate change and building resilience in Fisheries Sector livelihoods assets and ecosystems, through research and integrated adaptive planning and policy development, awareness and capacity building and regulatory reforms; and

**Whereas:** The CRFM adopted the Protocol on Securing Sustainable Small-Scale Fisheries for Caribbean Community Fisherfolk and Societies under the CCCFP, and this Protocol has among its priority subject areas the management of disaster risks and the risks of climate change; and

**Whereas:** The CRFM, as co-executing partner of the Pilot Program for Climate Resilience – Caribbean Regional Track (hereinafter referred to as Caribbean PPCR), donor funded by the (Climate Investment Fund), through accredited implementing agency (Inter-American Development Bank) and the Executing Agency (Mona Office for Research and Innovation, University of the West Indies - hereinafter referred to as UWI-MORI), commissioned and led the development of a Fisheries Early Warning and Emergency Response ICT Solution (hereinafter referred to as FEWER) for the purpose of helping small-scale fishers to reduce risks to hazards such as storms, hurricanes and other difficult sea conditions, and to serve as one of several risk and emergency management tools fishers use; and

**Whereas** the Parties have agreed to enter into this Memorandum of Understanding (hereinafter referred to as MOU) to reflect their mutual intention to cooperate, coordinate and combine their resources, experience and expertise to ensure proper networking between the Parties, with immediate emphasis on the integration of FEWER into the established national and regional disaster management frameworks;

Now therefore the Parties hereby agree on the terms of understanding as follows:

## **1 SCOPE**

The cooperation shall include activities of mutual interest that contribute to the fulfilment of the mandates of the Parties and which in their opinion will contribute to the development of the cooperative relationship and achievement of the objectives of this MOU. The activities shall include, but are not limited to, cooperation for improved disaster risk management for the fisheries and aquaculture, commencing with support for the sustainable use of FEWER.

## 2 OBJECTIVES

The objective of this MOU is to facilitate cooperation and mutual assistance between CDEMA and CRFM in enhancing comprehensive disaster management and resilience in the fisheries and aquaculture sub-sectors in CARICOM States.

## 3 LEGAL INTENTION

- (1) The purpose of this MOU is to clearly identify roles and responsibilities of CDEMA and CRFM as they may relate to each other and set out the areas where they will cooperate and coordinate their activities.
- (2) Nothing in this MOU legally binds any of the Parties but is rather an expression of the individual and collective commitment to work together in order to realize the shared objectives expressed herein.

## 4 AREAS OF COOPERATION

The areas of cooperation shall be any that contribute to the fulfillment of the objective of this MOU, including but not limited to the following:

- (i) Mobilizing by the CRFM of \$37,000.00 USD as capital input, including hardware and software, through the Caribbean PPCR to provide CDEMA with the resources to internalize the hosting of FEWER infrastructure;
- (ii) Providing of commitment and support by CDEMA to maintain FEWER, inclusive of financing as necessary, as a part of CDEMA's core activities to ensure its long-term sustainability;
- (iii) Strengthening the relevant regional and national governance processes necessary for sustaining the effective management and uptake of FEWER, and ensure that FEWER is fully integrated into the national and regional disaster management frameworks;
- (iv) Actively promoting the use of FEWER and its continued development and incorporation into national and regional disaster management frameworks;
- (v) Identifying activities and projects that could be jointly undertaken and, if appropriate, jointly financed to achieve the objectives, and agree to share widely information on projects that are not undertaken jointly;



- (vi) Developing and implementing projects aimed at building disaster resilience in the fisheries and aquaculture sub-sectors where it is recognized that such cooperation is necessary and to the benefit of both Parties;
- (vii) Training, capacity building and awareness activities related to FEWER and other tools and approaches for improved disaster resilience in the fisheries and aquaculture sub-sectors;
- (viii) Dissemination of information pertaining to the projects and activities undertaken pursuant to this MOU to stakeholders in the CARICOM Member States and extra regionally;
- (ix) Assessing the impacts of natural or man-made disasters such as tropical storms or oil-spills on the fisheries and aquaculture subsectors and preparation of damage and loss assessment reports for regional and national planners and policymakers;
- (x) Development and implementation of policy instruments and measures to enhance resilience in the fisheries and aquaculture subsectors; and
- (xi) Improving data collection, provision of support for legal and institutional reforms, capacity building and financing mechanisms to enhance national disaster recovery capacity describe more specifically the activities to be carried out and the envisaged contributions of each party in the fisheries and aquaculture subsectors.

## **5 CONTACT POINTS AND STEERING GROUP**

- (1) The Parties agree to designate a contact person to whom the information necessary for the good implementation of the MOU will be communicated. Parties will notify each other promptly in case there are any changes.
- (2) The Contact Points from each organization, supported by such other persons as the Parties may nominate, shall form the Steering Group, responsible for overseeing the application of this MOU and for any other tasks that may be agreed.
- (3) The Steering Group will determine and regulate its own rules of procedure.

## **6 MEETINGS**

- (1) The Parties agree to meet periodically and as necessary to discuss implementation of this MOU, as well as current issues, experiences and new developments of mutual interest falling within the scope of this MOU.

- (2) The Steering Group will meet ordinarily at least once in every six months, and extraordinarily at the request of any member of the Steering Group, at the times and places that they may agree.
- (3) The Steering Group will determine and regulate its own rules of procedure at meetings.
- (4) A summary record of each meeting of the Parties and of the Steering Group shall be prepared and disseminated in accordance with the requirements of this MOU.

## **7 TECHNICAL COOPERATION**

- (1) The Parties will consult and agree on how activities to be jointly undertaken should be financed while respecting their particular resource mobilisation modalities, including their own rules, regulations and procedures.
- (2) The Parties agree to share information on their respective work programmes so as to determine strategic areas of cooperation as it relates to the objectives and implementation of this MOU.
- (3) Where appropriate and subject to the necessary requirements, information and documentation relating to specific projects or programmes may also be exchanged between the Parties with a view to attaining better complementary action and effective coordination between them.
- (4) The Parties may, through special arrangements, decide to act jointly in the formulation, implementation and resource mobilisation of activities and projects that are of common interest. The special arrangements shall define the modalities for the participation of each Party in such activities and projects and shall determine the contributions to be made by each of the Parties. Each special arrangement, undertaken under this MOU, shall make reference to it and shall include each Party's responsibilities; duration of the special arrangements; financing; and reporting and evaluation.
- (5) This MOU will be supplemented as needed by Memoranda of Agreement documenting more specifically the activities and projects to be carried out, the envisaged contributions of each party and specific terms and conditions agreed upon for each collaborative activity or project.

## **8 DISSEMINATION OF INFORMATION**

- (1) The Parties agree to exchange information to the fullest extent possible on matters of common interest. In particular, the Parties will share information on their respective work programmes by August of each year so as to determine strategic areas of cooperation as it relates to comprehensive disaster management.

- (2) The Parties agree to set up systems for the regular dissemination of information to stakeholders in the CARICOM Member States and extra regionally.
- (3) Information to be shared includes: (i) information held or generated by the Parties; (ii) information collected in the course of applying this MOU from national, regional or global authorities and organizations and non-governmental entities; and (iii) any such other information as may be useful to stakeholders in the CARICOM Member States. To this end, and where expedient or required, the Steering Group shall seek to agree or develop information sharing arrangements with third parties.

## **9 COOPERATION WITH REGIONAL ORGANIZATIONS AND NATIONAL AUTHORITIES**

The Parties will take such measures, as may be expedient, to promote the objectives of this MOU through cooperation with the regional organizations and the national Ministries or other national administrative counterparts and stakeholders with which they routinely work.

## **10 FINANCING**

- (1) Where there is a need for financing activities in pursuance of the objectives of this MOU, any party may offer to meet the cost or the parties may agree to jointly meet the cost of such activities.
- (2) The Parties may also jointly and severally prepare and submit project proposals to funding agencies for consideration in pursuance of the objectives of this MOU.
- (3) There is no obligation for either Party to undertake any additional activity beyond those detailed in Sub-Clauses 4 (i) and (ii), until funding is obtained to do so.

## **11 REPORTING**

- (1) The Parties shall develop a regular reporting system to disseminate information on actions taken under this MOU, including the results of any meetings, to Member States and other stakeholders through the respective governance bodies and reporting procedures, as deemed appropriate.
- (2) Except as otherwise specified in this MOU, electronic communications will be used as preferred means of formal communication between the Parties.

## **12 CONFIDENTIALITY**

Each Party shall undertake to observe the confidentiality and secrecy of documents, information and other data received or supplied on such basis to any other Party. This provision shall continue to apply to all Parties notwithstanding a withdrawal from this MOU by any Party or the termination of this MOU.

## **13 NON LIABILITY**

Each Party shall ensure that it will not make any demand of or any claim against any other Party for any matter arising or resulting from the implementation of this Memorandum of Understanding.

## **14 DURATION**

This MOU shall be deemed to commence on the day and date of signing by the Parties hereto and shall remain in effect until such time as the Parties agree to its termination.

## **15 APPLICABLE LAW**

This MOU and any document or arrangement relating thereto will be governed by general principles of law, to the exclusion of any single national system of law.

## **16 SETTLEMENT OF DISPUTES**

- (1) Any dispute between any of the Parties, arising out of the interpretation or execution of the present MOU, or any document or arrangement relating thereto, will be settled by negotiation between the Parties concerned.
- (2) Any differences that may not be so settled will be brought to the attention of the Secretary General of CARICOM for final resolution.

## **17 REVIEW AND AMENDMENT**

- (1) This MOU may be subject to review, modification or amendment by agreement of the Parties in writing at any time.
- (2) Either party may propose a review of this MOU at any time where the need arises.

- (3) Any revision, modification or amendment agreed to by the Parties shall form part of this MOU. Such revision, modification or amendment shall come into force on such date as may be determined by the Parties.
- (4) The Parties agree to inform the Inter-American Development Bank and UWI-MORI of any proposed revision, modification or amendment of this MOU in advance, and will seek to ensure that the long-term sustainability of FEWER is not negatively affected.

### 18 TERMINATION

- (1) This MOU may be terminated by the Parties. In that event, the Parties will jointly agree on measures required for the orderly conclusion of on-going activities.
- (2) In case of the termination of this MOU by the Parties, the Parties agree to inform the Inter-American Development Bank and UWI-MORI of the proposed termination in advance, and will seek to ensure that alternative arrangements are put in place to ensure the long-term sustainability of FEWER.

IN WITNESS HEREOF, the undersigned, being duly authorized thereto, have on behalf of the Parties hereto signed three originals of this MOU on the day below written

For CDEMA



Ronald Jackson, Executive Director

Date 24/07/2019

For CRFM



Milton Haughton, Executive Director

Date: 24/7/2019