# MEMORANDUM OF UNDERSTANDING BETWEEN THE NATIONAL FISHERIES AND AQUACULTURE AUTNORITY AND THE LIBERIA MARITIME AUTHORITY

THIS MEMORANDUM OF UNDERSTANDING (herein referred to as "MOU") is made and entered into this 1-1- of December 2018 by and between the National Fisheries and Aquiculture Authority, Represented by its Director General, Hon, Emma Metieh Glassco and the Liberia Maritime Authority, Represented by its Commissioner, Dr. James Kollie.

**WHEREAS**, the National Fisheries and Aquaculture Authority established by an Act of the Legislature as the Administrative Arm of the Government of Liberia, to regulate all fishing activities in the Republic of Liberia;

**WHEREAS**, the Director General is authorized to issue all fisheries licenses, certificates and other documents for Fisheries operations and fishing vessels as described in the Fisheries Act of 2016;

**WHEREAS**, the Liberia Maritime Authority is clothed with the statutory mandate to issue licenses, certificates and other documents to ships;

**Whereas**, the Commissioner and each Deputy Commissioner are authorized to issue all Maritime licenses, certificates, or other documents for officers and ship's personnel on Liberian vessels necessary or proper for carrying out the purposes of the Maritime Law or of any International Convention or Agreement to which the Republic of Liberia is or may become a party;

Whereas, the parties are desirous of harmonizing fees during registration of Tuna Vessels with the intent of removing bottle necks from vessels registration processes;

**Whereas**, the MOU set forth the mutual understanding of the parties in regard to structuring and harmonization of fees;

**WHEREAS**, the parties hereto have agreed and pledged their commitment to achieve the objectives of this Memorandum of Understanding.

**NOW THEREFORE**, the parties, in their efforts to collaborate and coordinate in the harmonization of fees have agreed as follows to wit:

#### **PURPOSE**

The purpose of this MOU is to establish the terms and conditions under which the parties hereto will collaborate and coordinate in the harmonization of lawful fees during registration processes in order to remove bottle necks for the growth of both Maritime and Fisheries Sectors of Liberia through collective efforts consistent with their statutory Mandates.

#### **DURATION OF MOU**

This MOU is effective upon the day and date last signed and executed by the duly authorized representatives of the parties and shall remain in full force and effect as long as these parties remain the administrative arms of the Government of Liberia in their respective areas.

### TUNA VESSEL REGISTRATION

The parties to this MOU mutually agreed that all Tuna fishing vessels license by NaFAA will pay a flat rate of Ten Thousand United States (US\$10,000.00) for Certificate of Number to Liberia Maritime Authority annually. In the event where Tuna or any industrial Fishing vessel Transships, additional charges shall be paid by such vessel in accordance with the harmonized fees.

## FISHERIES MONITORING CENTER EMAIL/WEBSITE

All formal communication regarding vessel registration, violations, new policy, regulations, law, fines and warning letters given to violators shall be shared on the Fisheries Website for public consumption. The parties shall endeavor to inform all Liberian Flagged Reefer vessels through written communication that NaFAA is now the competent authority to regulate and guide fishing vessels both local and internationally. Going forward, all transshipment activities shall be reported to NaFAA through the email/website by all fishing vessels.

#### REFLAGGING OF INDUSTRIAL FISHING VESSELS

The parties mutually agreed that there shall be no more reflagging of Industrial fishing vessels; however, vessels currently under Liberian flag retain such status.

# Tonnage Fee charged for Industrial Vessels

The parties mutually agreed to set fees for certificate of Number in the following category:

- o 1GRT- 200 GRT US\$5000
- o 201 GRT 500 GRT US\$10,000
- o 501+ GRT US\$15,000

NaFAA shall remit 50% of fees charged for all private Tuna Support Vessels to Liberia Maritime Authority.

#### **AMENDMENT**

Either party to this MOU may request Changes to this MOU. Any changes, modifications, revisions or amendments to this MOU which are agreed upon by the parties to this MOU shall be incorporated by written instrument and effective when signed by all parties.

#### **ENTIRETY OF THE MOU**

This MOU represents the entire Agreement amongst the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.

IN WITNESS WHEREOF THE PARTIES HAVE SET THEIR HANDS AND AFFIXED THEIR SIGNATURES HEREUNTO ON THE DAY AND DATE FIRST ABOVE WRITTEN TO AVAIL WHEREVER, WHENEVER AND TO WHOMEVER THESE PRESENTS SHALLL COME.

# SIGNED IN MONROVIA, LIBERIA ON DECEMBER ...1.1.,... 2018

Emma Metieh Glassco

**Director General** 

National Fisheries and Aquaculture Authority

Dr. James Kollie Commissioner

Liberia Maritime Authority