

**MEMORANDUM OF UNDERSTANDING
ON COOPERATION AND COORDINATION FOR THE USE AND OPERATION OF
THE FISHERIES PATROL VESSEL " LONESTAR"**

BETWEEN

THE NATIONAL FISHERIES AND AQUACULTURE AUTHORITY OF LIBERIA

AND

THE MINISTRY OF NATIONAL DEFENCE (THE LIBERIA COAST GUARD)

THIS MEMORANDUM OF UNDERSTANDING is made and entered into this 10 day of October 2019 by and between the National Fisheries and Aquaculture Authority represented by its **Director General**, Hon. Emma Metieh Glassco and Ministry of Defense, represented by its **Minister**, Major General Daniel D. Ziankahn (Rtd.).

PREAMBLE

WHEREAS the Parties commit to collaborate for the utilization of the patrol boat, to provide a safe, secured and regulated environment over the Liberian waters;

CONSIDERING the common interest of the parties to eliminate, deter and prevent illegal, unreported and unregulated fishing and fishing related activities;

RECOGNIZING that the maritime space is a vital pillar for economic growth, food security and major source of revenue generation;

ACKNOWLEDGING the respective statutory responsibilities of the Parties;

WHEREAS the Parties commit their respective assets and personnel to achieve this aim;

NOW THEREFORE, the Parties in their efforts to collaborate for the enhancement of fisheries governance in the Liberian Waters agree as follow:

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USE OF TERMS

1. In this Memorandum of Understanding:

LCG means the Liberia Coast Guard of the Armed Forces of Liberia;

Liberian Waters: means waters over which the Republic of Liberia exercises jurisdiction or sovereign rights in accordance with national legislations and the 1982 United Nations Convention on the Law of the Sea, (UNCLOS);

MOU means this Memorandum of Understanding;

MOD means the Ministry of National Defense of the Republic of Liberia;

FPV means the Fisheries Patrol Vessel LONESTAR;

MCS means monitoring, control and surveillance

NaFAA means the National Fisheries and Aquaculture Authority of Liberia;

"fishing *related activities*", in relation to fishing, includes:

- (a) storing, transshipping, processing or transporting fish or fish products up to the time they are first landed;
- (b) refuelling or supplying fishing vessels, selling or supplying fishing equipment or performing other activities in support of fishing operations;
- (c) exporting fish or fish products from the country; and
- (d) attempting or preparing to do any of the above;

OBJECTIVE

2. The objective of this Memorandum of Understanding (MOU) is to establish the Parties' respective roles and responsibilities to ensure effective cooperation and coordination in the administration, planning, operations and maintenance of the Fisheries Patrol Vessel (FPV) LONESTAR between the National Fisheries and Aquaculture Authority (NaFAA) and the Ministry of National Defense (MOD), and thereby strengthen protection of and enforcement over Liberian Waters and the resources therein.

RESPONSIBILITIES OF THE PARTIES

3. The Parties shall cooperate and coordinate in discharging the following general responsibilities:
 - (a) NaFAA shall remain the sole owner of the FPV ;
 - (b) the LCG shall have the authority and responsibility to operate the FPV taking into account strategies and priorities for monitoring and surveillance of fishing and related activities as well as enforcement of fisheries regulations as agreed pursuant to this MOU;
 - (c) the Parties shall, within three months of the entry into force of this MOU, develop a strategy for monitoring, control and surveillance (MCS) of fishing and fishing related activities including elements relating to information sharing as well as enforcement of fisheries regulations.
 - (d) the Parties shall jointly prepare and implement standard operating procedures (SOP) for the use of the FPV ;
 - (e) the Parties shall agree on a joint plan for the operation and use of the FPV
 - (f) the Parties shall conduct joint fisheries patrols using the FPV
 - (g) the Parties shall submit joint reports following each patrol to inform their respective Principals;
 - (h) all personnel aboard the FPV shall be certified as a boat crew member and qualified to serve in their capacity as per the SOP of the FPV as well as standards, procedures and requirements of their respective entity for undertaking joint fisheries patrols..
4. **The National Fisheries and Aquaculture Authority shall:**
 - (a) designate an officer who shall take the lead on MCS and shall be empowered to coordinate with the LCG for the organization, scheduling and conduct of fisheries patrol using the FPV.
 - (b) have lead in sharing intelligence report that may lead to determining route planning and pursuit, boarding, inspection, arrest, detention and seizure of any vessel, including its personnel and gear, in accordance with applicable fisheries legislations;
 - (c) identify priorities for monitoring, surveillance on an ongoing basis, and notify the LCG where urgent action is required;
 - (d) provide the LCG with all relevant information from the Fisheries Monitoring Center including the list of licensed fishing vessels and canoe operating in Liberia Waters;
 - (e) provide fisheries inspectors to work with the LCG officers aboard the FPV
 - (f) ensure that personnel deployed on the FPV are certified and qualified and equipped in accordance with NaFAA and LCG standards and requirements under paragraph 3(h);

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- (g) provide spare parts and other materials needed for the maintenance and servicing of the FPV;
- (h) provide fuel and lubricants, and other required consumables for fisheries patrols, however any fisheries patrol exceeding twelve hours, NaFAA shall be responsible to sustenance of crew members during such patrol.

5. The Ministry of National Defense shall:

- (a) designate LCG personnel who shall have overall responsibility for the safety, navigation and maintenance of FPV and shall after the conduct of risk assessment advise NaFAA on the execution of fisheries patrol ,
- (b) LCG shall be responsible whether to approve or disapprove fisheries patrol if there is current risk or threat and shall inform NaFAA of the reason for said decision and make recommendation for further action(s).
- (c) have lead responsibility for navigation, security and safety matters in relation to the FPV, including curtailing agreed patrols or activities when safety of the crew and vessel are judged to require this;
- (d) take into account priorities advised by NaFAA for monitoring, surveillance in planning and operations, and make every effort to respond promptly where urgent action is required to combat illegal, unreported or unregulated fishing or fishing related activities;
- (e) LCG shall be responsible for the planning, organizing, scheduling of fisheries patrol in coordination and cooperation with NaFAA taking into account the priorities advise by NaFAA MCS and shall assume command of operation conducted using FPV with the advisor of Fisheries Inspector on board.
- (f) provide NaFAA with all relevant information it receives or gathers concerning fisheries and fishing-related activities before each patrol;
- (g) provide trained and experienced crew, including a skipper and engineer, to operate the vessel and ensure the safety of the vessel and its crew at all times;
- (h) ensure that designated NaFAA fisheries inspectors are included in all plans and operations in respect of patrols relating to fishing and fishing related activities;
- (i) identify and communicate to NaFAA, needs and specifications for spare parts to ensure timely and proper maintenance of the vessel;
- (j) submit to NaFAA each plan for patrols related to fishing and fishing related activities for approval by the lead officer designated under paragraph 4(a) within a reasonable time frame prior to the patrol;
- (k) notify NaFAA in advance of an annual maintenance plan of the Patrol Vessel within three months ;

FEES AND EXPENSES

6. From the date of this MOU, and except as otherwise specified, each Party shall be responsible for and pay its own fees, costs and expenses incurred in connection with its participation in the effective cooperation and coordination agreed in this MOU.

DISPUTE SETTLEMENT

7. For any dispute arising out of this MOU, the parties shall arrange a meeting to resolve the dispute or issue amicably. Such meeting shall be called within 30 days by either Party and shall be chaired by the Ministry of Justice of the Republic of Liberia, who shall serve as a mediator.

AMENDMENT

8. Either Party may request amendments to this MOU. Any changes, modifications, revisions or amendments to this MOU which are agreed by the Parties shall be incorporated by written instrument and effective when signed by both Parties.

ENTIRETY OF THE MOU

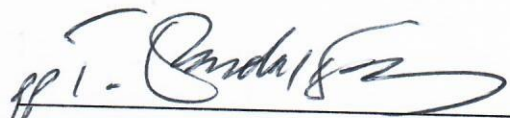
9. This MOU represents the entire agreement between the Parties and shall supersede all prior negotiations, representations, and agreements, whether written or oral.

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 SHALL COME

SIGNED IN MONROVIA, LIBERIA



Emma Metieh Glassco
Director General
National Fisheries and Aquaculture
Authority of Liberia



Major General Daniel D. Ziankahn (Rtd.)
Minister
Ministry of Defense National Defense

