

**MEMORANDUM OF UNDERSTANDING  
ON INTERAGENCY COOPERATION AND COORDINATION FOR THE  
DETERRENT OF ILLEGAL UNREGULATED AND UNREPORTED FISHING  
AND FISHING RELATED VIOLATIONS  
AMONGST  
THE NATIONAL FISHERIES AND AQUACULTURE AUTHORITY OF LIBERIA  
THE LIBERIA MARITIME AUTHORITY, THE MINISTRY OF NATIONAL  
DEFENCE (THE LIBERIAN COAST GUARD) AND THE MINISTRY OF JUSTICE**

**PREAMBLE**

WHEREAS, the parties intend to work together closely to control and protect the fisheries resources of Liberia, to provide a safe, secured and regulated environment for fishing vessels in Liberian waters.

WHEREAS, the parties have pledged their respective assets and personnel to achieve this aim, and agreed to the terms and conditions of this Memorandum of Understanding (MOU);

NOW THEREFORE, the parties, in their efforts to collaborate for the enhancement of fisheries governance on Liberian waters have agreed as follows to wit:

**ARTICLE 1 DEFINITIONS AND ABBREVIATIONS**

- **Exclusive Economic Zone (EEZ)** – All waters within 200 nautical miles from the baseline of the Liberian coast.
- **Fishing vessel:** means any vessel used for, equipped to be used for, or of a type that is normally used for, fishing or related activities other than vessels used exclusively for the transportation of items not directly or indirectly related to any activity falling within the scope of the fisheries Act and its Implementing Regulations
- **Inshore exclusive Zone (IEZ)**– that area of fishing waters situated within 6 nautical miles of the baselines
- **IUU** – Illegal, Unreported and Unregulated
- **Liberian Waters:** Waters within the territory confines within the Republic of Liberia as per UNCLOS definitions.
- **LCG** – Liberian Coast Guard
- **LiMA**-Liberia Maritime Authority
- **MOD** - Ministry of National Defence
- **MOJ**-Ministry of Justice
- **MOU**- Memorandum of Understanding
- **NaFAA**-National Fisheries and Aquaculture Authority

- **UNFSA**- United Nations Fish Stock Agreement
- **UNCLOS**: United Nations Law of the Sea
- **RFMOs**-Regional Fisheries Management Organizations

## ARTICLE 2 PURPOSE AND OBJECTIVE

- 2.1 The purpose of this inter-agency Memorandum of Understanding (MOU) is to strengthen coordination and collaboration amongst the National Fisheries and Aquaculture Authority herein referred to as NaFAA, the Liberia Maritime Authority herein referred to as LiMA, the Ministry of National Defence (Liberian Coast Guard) herein referred to as LCG and the Ministry of Justice herein referred to as MOJ.
- 2.2. The objective of this MOU is to strengthen the combined efforts of the agencies to effectively implement national laws, RFMO Rules and international laws and regulations such as UNFSA and UNCLOS to which Liberia is a party including Treaties, Conventions and Protocols that have been adopted by Liberia that address Illegal Unreported and Unregulated (IUU) fishing and fishing related violations, with a view to ensure the long-term conservation and sustainable use of living marine resources and marine ecosystems.

## ARTICLE 3: RESPONSIBILITIES OF THE PARTIES

### 3.1 National Fisheries and Aquaculture Authority:

- NaFAA shall share with the Parties, details of fishing licenses when they are issued, revoked, updated or any change in license conditions; both electronically and manually within 24 hours;
- NaFAA shall share with the parties upon notification by fishing vessels, details of entry and exit of fishing vessels entering or exiting the Liberian waters;
- NaFAA shall have the lead responsibility under this MOU to conduct formal investigation, administrative hearing and assess penalties into any violations of the Fisheries Law and Regulations detected at sea by any of the parties;
- NaFAA shall levy fines, take administrative or legal actions against any violators in accordance with fisheries laws with or without consultation with any of the parties. Where applicable the fines shall be consolidated in consultations with other affected parties to this MOU. NaFAA shall share its findings or decisions with the parties to this MOU;

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- e) NaFAA shall ensure that designated fisheries officers of the Authority are available to support the Parties during sea or air fisheries patrols within the Liberian waters, and that such officers must have the appropriate training to undertake these activities; except the LCG deems otherwise;
- f) NaFAA shall refer offenders to the Ministry of Justice for prosecution, if the situation warrants it, including provision of evidence provided by all the Parties;
- g) NaFAA shall furnish parties in both soft and hard copies of updated Fisheries Laws and Regulations, including agreements signed between NaFAA and foreign partners regarding fisheries activities;
- h) NaFAA shall provide to the parties the contact information of person or persons who will serve as the first line of contact in case of fisheries boarding and/or any alleged violation of the current Fisheries Regulations;

### 3.2 **The Liberia Maritime Authority:**

- a) LiMA Shall share with the Parties a list of domestics fishing vessels whose provisional, permanent certificate of registry or certificate of number has been issued, revoked or in process and such notification / details to the parties within 72hrs;
- b) LiMA shall share and maintain updated list of which vessels are authorized to operate and in which RFMO and including those authorized to transship;
- c) LiMA shall share with the Parties details of any suspected Illegal, Unreported and Unregulated Fishing (IUU) activity of Liberian Registered Fishing vessels;
- d) LiMA shall provide such information as may be requested by the Parties when undertaking investigations into suspected violations of Fisheries Regulations.
- i) LiMA shall have the lead responsibility under this MOU to conduct formal investigation, administrative hearing and assess penalties into any violations of the Maritime Law and Regulations detected at sea by any of the parties;
- j) LiMA shall levy fines, take administrative or legal actions against any violators in accordance with maritime laws with or without consultation with any of the parties. Where applicable the fines shall be consolidated in consultations with other affected parties to this MOU. LiMA shall share its findings or decisions with the parties to this MOU;

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### **3.3 The Ministry of National Defense through its Coast Guard Unit:**

- a) The LCG may include NaFAA Officers when planning and undertaking patrols to monitor compliance of fishing vessels after a selected group of NaFAA inspectors have been trained by the Coast Guard;
- b) The LCG shall contact NaFAA and LiMA when it is about to inspect any fishing vessels when applicable;
- c) The LCG will partner with NaFAA to plan and execute fisheries-specific patrols and conduct routine inspections in line with International Standards for suspected violations of Fisheries Regulations as per (Article 3.1 e).
- d) The LCG shall inform NaFAA and LiMA upon the arrest of fishing vessel for any fisheries related infractions and turn over to the National Fisheries and Aquaculture Authority for administrative and legal actions in conformity with its laws;
- e) The LCG Shall refer any suspected violations of fisheries law and regulations to NaFAA within seven working days, and make available all evidence to NaFAA for investigative purposes;
- f) The right of hot pursuit shall be exercised only by Liberian Coast guard vessels or other ships clearly marked and identifiable as being on Liberian Government services and authorized to that effect;
- g) Any hot pursuit shall be done in accordance with UNCLOS 82 Article 111;

### **3.4 The Ministry of Justice:**

- a) The MOJ shall handle all cases of violations forwarded to it and shall constitute joint investigative team to collect evidence for prosecution or arbitration;
- b) MOJ shall provide legal guidance to the parties at every stage of the investigations;
- c) The MOJ shall share its findings from every investigation or judgement obtained from court of competent jurisdiction with all parties;

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- d) Upon request for release from NaFAA, the MOJ at all time shall issue the final clearance for all vessels which has been in violations or alleged violations.

### 3.5 General Responsibilities

- a) Upon the arrest of fishing vessels suspected of IUU violations, there shall be a joint inspection of all parties to validate, establish probable cause violations;
- b) NaFAA and LiMA shall conduct joint inspection for due diligence prior licensing and vessel registration.

### ARRICLE 4 FEES AND EXPENSES

From the date of this memorandum of understanding, and except as otherwise to be determined in this MOU, each party hereto will be responsible for and will pay its own fees, costs and expenses incurred in connection with the party's participation in the collaboration and actions contemplated by this MOU.

### ARTICLE 5 NON- DISCLOSURE

Except as and to the extent required by applicable law, regulations or legal process, without prior written consent of the other parties, any of the parties shall not direct its representatives to make any public comments or communication with respect to decisions reached against or in favor of a company or vessel in violation of applicable national or international law. Decisions reached by the parties in furtherance of the objectives of this MOU, shall be kept and implemented as envisaged for the successful implementation of this MOU.

### ARTICLE 6 DISPUTE SETTLEMENT

Any dispute arising out of this MOU, the parties shall arrange a meeting to resolve the dispute or issue amicably. Said meeting shall be called within 30 days to be chaired by the Ministry of Justice.

### ARTICLE 8 GENERAL PROVISION

#### 8.1 AMENDMENT

Any 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.


## 8.2 ENTIRETY OF THE MOU

This MOU shall remain valid for a two-year period beginning 1 January 2019 and represents the entire Agreement amongst 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 ON DECEMBER 28, 2018

1. Emma Metieh Glassco   
**Director General**  
National Fisheries and Aquaculture Authority

2. Cllr. Frank Musah Dean Jr.   
**Minister**  
Ministry of Justice  
Monrovia, Liberia

3. James F. Kollie Jr. CMA, Phd.   
**Commissioner**  
Liberia Maritime Authority  
Monrovia, Liberia

4.   
Rtd. Major General Daniel D. Ziankahn,  
**Minister**  
Ministry of Defense  
Monrovia, Liberia