



GOVERNMENT GAZETTE

OF THE

REPUBLIC OF NAMIBIA

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Proclamation

by the

PRESIDENT OF THE REPUBLIC OF NAMIBIA

No. 22

2015

**PUBLICATION OF AGREEMENT BETWEEN GOVERNMENT OF REPUBLIC OF NAMIBIA
AND GOVERNMENT OF REPUBLIC OF ANGOLA ON CO-OPERATION IN FISHERIES
AND AQUACULTURE: MARINE RESOURCES ACT, 2000**

In terms of Article 36 of the Marine Resource Act, 2000 (Act No. 27 of 2000), I publish the agreement on co-operation in the areas of fisheries and aquaculture entered into by Government of Republic of Namibia and Government of Republic of Angola on 18 June 2014 as set out in the Schedule.

Given Under my Hand and Seal of the Republic of Namibia, at Windhoek, this 26th day of July, Two Thousand and Fifteen.

HAGE GOTTFRIED GEINGOB

President

BY ORDER OF THE PRESIDENT-IN-CABINET

SCHEDULE**MEMORANDUM OF UNDERSTANDING**

BETWEEN

**GOVERNMENT OF REPUBLIC OF NAMIBIA
THROUGH THE MINISTRY OF FISHERIES AND MARINE RESOURCES**

AND

**GOVERNMENT OF REPUBLIC OF ANGOLA
THROUGH THE MINISTRY OF FISHERIES**

ON

CO-OPERATION IN THE AREAS OF FISHERIES AND AQUACULTURE

The Government of the Republic of Angola, represented by the Honourable Dr. Victoria de Barros Neto, in her capacity as the Minister of Fisheries and the Government Republic of Namibia, represented by the Honourable Mr. Bernhard Esau, Member of Parliament, in his capacity as the Minister of Fisheries and Marine Resources, hereinafter referred to jointly as “the Parties” and separately as “Party”;

Recognizing the need to establish the basis towards the development of and to reinforce a relationship of cooperation and friendship between the Parties and their responsibilities for developing fisheries and aquaculture;

Considering that the Parties wish to establish a framework for further cooperation based on the principle of mutually beneficial arrangements between the two Parties and collaborating in the responsible management of fisheries and aquaculture;

Bearing in mind the importance of fishing and aquaculture in the social and economic development of both countries;

Recognizing the cooperation in matters relating to fishing and aquaculture is beneficial to each of the Parties in increasing employment, alleviating poverty and enhancing food security;

Reaffirming their commitment to enhance the sustainable utilization of marine resources in Benguela Current Ecosystem, and regional cooperation in the fields of fisheries and aquaculture through the mechanisms envisaged by the Southern African Development Community (SADC);

Conscious of the sovereign rights exercised by States in terms of scientific research, conservation, management and exploitation of living aquatic resources within the framework of international law;

Desirous to comply with the provisions of international instruments to which the Parties are signatories, or arrangements made under such instruments, in particular -

- (a) The Food and Agriculture Organization of the United Nations (FAO) Agreement to Promote Compliance with International and Conservational and Management Measures by Fishing Vessels on High Seas, 1993 (Rome); and
- (b) The FAO Code of Conduct for Responsible Fisheries, 1995 (Rome);

Mindful of the obligation assumed by the Parties, within the framework of the Plan of Action of the United Nations World Summit on Sustainable Development, 2002 (Johannesburg);

Desiring to achieve the United Nations Millennium Development Goals;

The Parties have agreed as follows:

ARTICLE 1 **Objective**

This Memorandum of Understanding aims to strengthen bilateral communication, cooperation and collaboration in matters pertaining to marine capture fisheries, inland fisheries and aquaculture, on conforming with the respective laws and policies of the countries of the Parties.

ARTICLE 2 **Scope**

The communication, cooperation and collaboration envisaged under Article 1 of this Memorandum of Understanding relates to:

- (a) the collection and exchange of relevant data and information;
- (b) human resource development;
- (c) monitoring, control and surveillance of activities related to fisheries and aquaculture within the jurisdictions of the countries of the Parties;
- (d) scientific research and management of shared fisheries resources;
- (e) aquaculture;
- (f) business linkages; and
- (g) development of common positions on these matters referred to in paragraph (a) to (g) in regional and international bodies of which the Parties are the members.

ARTICLE 3
Data and Information

- (1) The Parties will maintain systems for the collection, verification, storage, and analysis of data and information pertinent to the objectives of this Memorandum of Understanding.
- (2) The Parties will particularly focus on data and information relating to the following matters:
 - (a) fishing effort and the catching of shared fisheries resources, including total allowable catches;
 - (b) transgression of the laws of the countries of the Parties by person engaged in fisheries and aquaculture;
 - (c) conservation measures adopted by the Parties;
 - (d) exploratory fisheries; and
 - (e) relevant research to ensure the sustainable exploitation of fisheries and aquaculture resources.
- (3) A Party will, upon request, expeditiously provide data and information, including by electronic means to the other Party, through the Ministry responsible for fisheries and marine resources.

ARTICLE 4
Human Resource Development

The Parties will:

- (a) carry out joint training operations, on shared monitoring platforms, be it on surface or in the air, relating to the monitoring, control and surveillance of fisheries and aquaculture activities within their respective jurisdictions;
- (b) facilitate the capacity-building of Angolan officials at the Namibian Marine and Fisheries Institution (NAMFI) situated in Walvis Bay, Republic of Namibia;
- (c) facilitate access by the human resource of the countries of both Parties, to a technical and material resources, and joint research activities, which their respective countries carry out in the areas of fisheries and aquaculture;
- (d) ensure that similar opportunities are provided to representatives of the countries of both Parties in respect of training through joint studies on fisheries and aquaculture by sharing research vessels and other resources;
- (e) undertake bi-lateral visits whenever necessary, and hold technical meetings, and seminars, in relation to any field covered by this Memorandum of Understanding.

ARTICLE 5
Monitoring, Control and Surveillance

The Parties will:

- (a) co-operate in strengthening the monitoring, control and surveillance activities in waters under their respective jurisdictions, especially in the border areas of their countries;

- (b) execute joint surface and aerial marine fisheries surveillance patrols and, for the purpose of cutting costs, share assets used for the purpose of patrol;
- (c) co-operate in developing national plans of action against Illegal, Unreported and Unregulated (IUU) fishing, in support of the FAO international Plan of Action to Prevent, Deter and Eliminate Illegal, Unreported and Unregulated Fishing, 2001 (Rome);
- (d) take steps to ensure that the Parties remain fully aware of the threat of IUU fishing to national fish stock, shared fish stocks and straddling fish stocks, and the appropriate action to mitigate such threats;
- (e) jointly develop:
 - (i) procedures for application in activities relating to monitoring, control and surveillance, including the collection of evidence on-board vessels;
 - (ii) manuals relating to monitoring, control and surveillance; and
 - (iii) procedures to facilitate the prosecution of suspects;
- (f) create arrangements for the exchange of data and information between the Parties on the activities conducted from or on fishing vessels in their respective waters, including data and information on:
 - (i) infringements of relevant laws of their Party or international law;
 - (ii) black listed persons, who are guilty of such infringements; and
 - (iii) sanctions imposed against such blacklisted persons;
- (g) on a regular basis, hold technical meetings between staff involved in monitoring, control and surveillance in their countries.

ARTICLE 6

Scientific Research and Management of Shared Resources

The Parties will:

- (a) create a specialized joint working group for the evaluation, management and socio-economic study of shared marine resources;
- (b) plan and carry out surveys into matters relating to shared marine fish stocks;
- (c) analyze biological specimens of shared marine resources, and examine the data obtained from such analysis;
- (d) create appropriate arrangements for the management of shared marine and freshwater living resources, including total allowable catches, technical conservation measures and other management measures;
- (e) promote scientific publications and technical reports on the activities carried out under this Article; and
- (f) exchange data and information relating to the results of the studies, surveys and analysis contemplated in this Article.

ARTICLE 7
Aquaculture and Inland Fisheries

The Parties will:

- (a) endeavor to harmonize their policies and laws relating to aquaculture and inland fisheries within the ambit of the international instruments to which they are Parties;
- (b) cooperate in establishing:
 - (i) centers of excellence for disease control and quality assurance of aquaculture products;
 - (ii) laboratories for monitoring marine water quality for the purpose of aquaculture and the presence of harmful algal blooms in such waters;
- (c) carry out joint research into cultivation of marine resources indigenous to the Benguela Current Ecosystem and indigenous inland freshwater resources, using acquired technology as far as practicable;
- (d) foster close cooperation between staff, who are involved in the monitoring, control and surveillance of inland fisheries in the countries of the Parties;
- (e) develop joint management plans for shared inland water resources.

ARTICLE 8
Cooperation in Business

The Parties will:

- (a) promote mutual beneficial economic relations between persons from their countries, who or which are involved in fishing, fish processing, marketing of fish products, and aquaculture activities; and
- (b) develop institutional and business cooperation in the implementation of a management system of quality assurance in fishing and fish processing.

ARTICLE 9
Regional and International Cooperation

To extent possible, the Parties will develop and defend, either through meetings of the Joint Technical Committee referred to in Article 10 of this Memorandum of Understanding or by written communication between them, joint positions for the purpose of regional and international platforms on matters falling within the scope of this Memorandum of Understanding.

ARTICLE 10
Joint Technical Committee

- (1) The Ministers responsible for fisheries and marine resources shall establish a Joint Technical Committee to oversee the implementation of this Memorandum of Understanding.
- (2) Each party will nominate not more than five persons to serve as members of the Committee.
- (3) The Committee will meet as agreed by the Parties and in their territories on an alternating basis.

ARTICLE 11
Specific Agreements

- (1) The Parties may enter into specific agreements or protocols under this Memorandum of Understanding in respect of specific areas of cooperation, in which the Parties may set out, to include amongst others, the objectives, activities, output, work plans and time scales of the cooperation, financial and other responsibilities of the Parties in this regard.
- (2) The parties will inform each other in writing of, and consult on, any issues regarding the interpretation or implementation of this Memorandum of Understanding.

ARTICLE 12
Confidentiality

- (1) The Parties will, in accordance with the laws of their respective countries, maintain the strictest confidentiality with regard to all information acquired from or concerning the other Party, which may include trade secrets, financial information, technical data, or any other non-public information, communication between the Parties.
- (2) The Parties will take such precautions as may be necessary to maintain the confidentiality of information communicated between them.

ARTICLE 13
Intellectual Property Rights

- (1) The Parties will protect and enforce intellectual property rights, which are created or utilized in the course of carrying out activities under this Memorandum of Understanding, in accordance with their respective national laws and international instruments to which their countries are parties.
- (2) The Parties will allocate intellectual property created in the course of cooperative activities under this Memorandum of Understanding in separate implementation agreements or protocols regarding such activities.

ARTICLE 14
Settlement of Disputes

Any dispute arising from the interpretation or implementation of this Memorandum of Understanding will be resolved amicably by means of mutual consultations and negotiations between the Parties through diplomatic channels.

ARTICLE 15
Amendments

- (1) A Party, which intends to propose an amendment to this Memorandum of Understanding, should notify in writing the other Party of such intention at least forty-five (45) days before negotiations regarding the proposed amendment takes place between the Parties.
- (2) An amendment referred to in Sub-Article (1) will come into effect when:
 - (a) it is reduced to writing;
 - (b) it is signed by both Parties; and
 - (c) the last written notice, relating to the fulfillment of the internal legal formalities of the Parties is received through diplomatic channels.

ARTICLE 16
Coming into effect Memorandum of Understanding

- (1) This Memorandum of Understanding will come into effect when -
- (a) it is signed by both Parties; and
 - (b) the last written notice, relating to the fulfillment of the internal legal formalities of the Parties, is received through diplomatic channels.
- (2) This Memorandum of Understanding is valid for five (5) years and is automatically renewable for equal and successive periods, if neither Party terminates it under Article 17.

ARTICLE 17
Termination

- (1) A Party which intends to terminate this Memorandum of Understanding will present a written notice to the other Party six (6) months before the termination to inform it of such intention.
- (2) The termination of this Memorandum of Understanding will not affect the provisions of any separate agreement or protocol entered into, existing obligations or the completion of activities carried out within the framework of this Memorandum of Understanding.

IN WITNESS WHERE OF the undersigned, duly authorized thereto by their respective Governments have signed two original copies of this Memorandum of Understanding in the English and Portuguese languages, both texts having equal validity.

DONE AT LUANDA, ANGOLA ON THIS 18TH DAY OF JUNE 2014.

FOR REPUBLIC OF NAMIBIA

Mr. Bernhard Esau
Minister of Fisheries and
Marine Resources

FOR REPUBLIC OF ANGOLA

Dr. Victoria de Barros Neto
Minister of Fisheries
