



GOVERNMENT GAZETTE

OF THE

REPUBLIC OF NAMIBIA

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Proclamation

by the

PRESIDENT OF THE REPUBLIC OF NAMIBIA

No. 21

2015

PUBLICATION OF AGREEMENT BETWEEN GOVERNMENT OF REPUBLIC OF NAMIBIA AND GOVERNMENT OF REPUBLIC OF MOZAMBIQUE 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 Mozambique on 15 September 2010 as set out in the Schedule.

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

HAGE GOTTFRIED GEINGOB

President

BY ORDER OF THE PRESIDENT-IN-CABINET

SCHEDULE**AGREEMENT OF CO-OPERATION IN THE FISHERIES SECTOR**

BETWEEN

REPUBLIC OF MOZAMBIQUE

*Herein represented by Excellency Gabriel Serafim Muthisse in his capacity as
Deputy Minister of Fisheries*

AND

REPUBLIC OF NAMIBIA

*Herein represented by Hon. Kilus Nguvauva in his capacity as Deputy Minister
of Fisheries and Marine Resources*

The Republic of Mozambique and the Republic of Namibia (hereinafter referred to as “the Parties”);

Mindful of the SADC Protocol on Fisheries of 2001;

Desiring to reinforce their relations for co-operation and friendship in fisheries and their responsibilities for the development of their respective fisheries sectors;

Bearing in mind the commitment of the governments and peoples of the SADC Region to work towards closer economic and social interaction through the existing legal and institutional frameworks;

Noting the importance of the role that the fishing sector plays in the economic and social development of both countries, including the contribution of marine resources to food security;

Conscious that as coastal states, each country exercises sovereign rights in respect of the exploration and exploitation, management and conservation of the living marine resources of their Exclusive Economic Zones in conformity with national and international law;

Concerned to ensure the conservation and responsible management of the living marine resources of their Exclusive Economic Zones and their responsible utilization for the optima! sustainable benefit of their peoples; and,

Wishing to provide for actions to implementation their desire to reinforce their relations in fisheries;

Therefore the Parties have agreed as follows:

ARTICLE 1**Framework for Co-operation**

This agreement provides for the implementation of the General Agreement on Economic, Scientific, Technical and Cultural Co-operation signed between the Republic of Mozambique and the Republic of Namibia (hereinafter called “the Genera! Agreement”) on 30 April 1990, in respect of fisheries and aquaculture.

ARTICLE 2**Areas of Co-operation**

The areas in which the Parties shall reinforce their bilateral relations and cooperation shall include the following:

- (a) creation of enabling environment for the establishment of fisheries and fisheries-related joint ventures;
- (b) promotion of trade and investment in marine products and related goods and services;
- (c) the use of harbour facilities and shipyards;
- (d) fisheries research, monitoring, control and surveillance and other aspects of fisheries management;
- (e) aquaculture;
- (f) training;
- (g) any such other matters as may be agree upon by the Parties.
- (h) In support of this Agreement, either of the Parties may conclude any subsidiary agreement with relevant Institutions of the other Party in respect of specific aspects involving components of the areas of cooperation referred to in this Article.

ARTICLE 3
Establishment of Joint Ventures

The Parties agree that the strengthening of commercial relations in fisheries shall be based on the establishment and operation of mutually beneficial joint ventures, and undertake to facilitate appropriate contacts between their respective business entities/sectors and to exchange information on conditions governing fishing and aquaculture, laws and policies relating to fishing and aquaculture; and foreign investment.

ARTICLE 4
Promotion of Trade and Investment

- (a) The parties agree to promote bilateral trade and investment in marine products and related goods and services, including exchanging information on marine products, facilitating business contacts, and working towards reducing barrier to trade and investment;
- (b) The Parties agree to cooperate on trade issues regarding fish products and to establish a Business Joint Venture to trade on fish products from SADC Region.

ARTICLE 5
Use of Harbour Facilities and Shipyards

The Parties agree to facilitate the use of their respective harbour facilities for the fishing crews and vessels of both Parties, and the use of shipyards by ship owners of either Party for repairs and construction of fishing vessels, subject to the applicable domestic laws and regulations of the Parties.

ARTICLE 6
**Fisheries Research, Monitoring, Control and Surveillance and other
Aspects of Fisheries Management**

The parties agree to exchange statistics, technical information, personnel and to co-operate on strengthening their research, monitoring, control and surveillance and fisheries management capacities subject to the Parties' respective rules, policies and procedures applicable in the circumstances.

ARTICLE 7
Aquaculture

The parties agree to exchange statistics, technical information, personnel and to co-operate on strengthening their research, promotion and management of aquaculture activities.

ARTICLE 8
Training

- (a) The Parties agree to cooperate in strengthening the capacities of their nationals, their fisheries administration organizations and their fisheries related industry as a whole;
- (b) This shall include the exchange of information and personnel, and access to their respective training programmes and institutions, subject to agreed conditions by the Parties.

ARTICLE 9
Establishing the Fisheries Technical Committee

- (a) The Parties shall establish a Fisheries Technical Committee consisting of not more than eight (8) representatives. Each Party shall nominate not more than four (4) members and each Party's representation shall be headed by a person at a level of a director. The Parties may vary the composition of the Committee by agreement;
- (b) The Fisheries Technical Committee shall meet at least once a year, alternatively in Mozambique or Namibia and in extraordinary session at the request of either Party.
- (c) The Fisheries Technical Committee may be assisted by advisors and experts when deemed necessary;
- (d) The functions of the Fisheries Technical Committee shall be to:
 - (i) agree on an annual programme for co-operation with regard to matters under this agreement;
 - (ii) ensure that all Protocols under this Agreement are duly put into effect;
 - (iii) submit recommendations to the respective Ministries and to take measures deemed necessary for the implementation of this Agreement and Protocols;
 - (iv) liaise between meetings on matters of common concern in general and in particular with regard to matters concerning fishing activities or any other commitment made in terms of this Agreement.
- (e) The Parties agree that the Fisheries Technical Committee shall function on the basis of consensus;
- (f) The recommendations by the Fisheries Technical Committee to their respective Ministries shall be finalized and endorsed by Exchange of Notes between the two Ministers responsible for fisheries;
- (g) Each Party shall bear its own costs for attendance at the meetings of the Committee;
- (h) Organizational and administrative (chairmanship and secretariat) costs shall be borne by the Party hosting the meeting.

ARTICLE 10
Financial Obligations

- (a) Each Party shall bear its own costs for activities undertaken in terms of this Agreement;
- (b) The Parties shall with regard to specific joint activities undertaken in terms of this Agreement, agree in relation to their respective financial obligations in executing such activities;
- (c) The Parties may approach suitable international organizations or financing institutions with view of obtaining assistance for joint programs undertaken in the execution of this Agreement.

ARTICLE 11
Communication and Competent Authorities

- (a) The Parties agree that all communication in respect of this Agreement shall be made through the nominated competent authorities and focal or contact persons;
- (b) The Parties have chosen the following institutions as their competent authorities for the implementation of this Agreement:

Ministry of Fisheries
The Permanent Secretary

Ministry of Fisheries and Marine Resources
The Permanent Secretary

ARTICLE 12
Implementation of this Agreement

- (a) The Parties may enter into Protocols or other arrangements as appropriate to implement the cooperation in any of the areas referred to in this Agreement;
- (b) The parties agree that each implementation protocol shall specify the focal or contact persons in the implemented area of cooperation.

ARTICLE 13
Settlement of Disputes

In accordance with Article 2 of the General Agreement, any disputes arising during the implementation of this Agreement shall be settled through negotiation between Parties.

ARTICLE 14
Entry into force, Termination and Amendments

- (a) This Agreement shall enter into force on the date of signature and shall remain in force for a period of three (3) years from such date;
- (b) At the expiration, this Agreement shall automatically be extended for an additional period of three (3) years, unless either Party gives a six (6) months written notice to the other Party of its intentions to terminate this Agreement;
- (c) Expiration or termination of this Agreement shall not affect the provisions of any separate Protocol or agreement, or unexpired and existing obligations or projects undertaken by the Parties within the framework of this Agreement unless otherwise agreed upon in writing by the Parties;

- (d) Any amendment to this Agreement shall be agreed upon in writing by both Parties and will be affected by Exchange of Notes between the Parties.

IN WITNESS WHEREOF the undersigned, being duly authorized by their respective governments, have signed and sealed this Agreement in duplicate in the English and Portuguese languages, both texts being equally authentic.

THUS DONE AND SIGNED AT WINDHOEK ON THIS 15TH DAY OF SEPTEMBER 2010.

FOR REPUBLIC OF MOZAMBIQUE

FOR REPUBLIC OF NAMIBIA
