

**MEMORANDUM OF UNDERSTANDING
BETWEEN
OVERSEAS FISHERY COOPERATION FOUNDATION OF JAPAN
AND
INDIAN OCEAN TUNA COMMISSION
ON
TECHNICAL COOPERATION PROJECT**

The Overseas Fishery Cooperation Foundation of Japan (hereinafter referred to as "the OFCF ") and the Indian Ocean Tuna Commission (hereinafter referred to as "the IOTC") recognizing the need to reinforce the fishery cooperation relationship with each other, and with a view to contributing to the realization of sustainable utilization of tuna in the Indian Ocean, have agreed as follows to implement technical cooperation project which aims at improving the systems of collecting and processing data on resources related to tuna fisheries in the Indian Ocean.

Article 1 Title of the Project

The title of the project shall be "Cooperation Project for strengthening and improving statistical systems for tuna resources in the Indian Ocean" (hereinafter referred to as "the Project").

Article 2 Objective of the Project

The objective of the Project is to contribute to the realization of sustainable utilization of tuna resources, by improving the accuracy of data collection and statistical analysis of the catch and resources of tuna in the Indian Ocean.

Article 3 Region of Implementation of the Project

The Project shall be implemented in the IOTC related countries, with the IOTC Secretariat serving as a base.

Article 4 Duration of the Project

The Project shall commence from the date of signature of this Memorandum of Understanding by both parties and shall be in effect until March 31, 2014, however, the duration is subject to extension or reduction, based on mutual agreement by the OFCF and the IOTC.

Article 5 Implementation of the Project

The Project shall be implemented by the OFCF, the IOTC Secretariat, with cooperation of the divisions/bureaus responsible for fishery statistics of the IOTC related countries, in accordance with this Memorandum of Understanding and the annexed Implementation Plan.



Article 6 Responsibilities of the OFCF

The OFCF shall be responsible for the following:

- (1) Appoint the OFCF expert and dispatch him to the IOTC Secretariat;
- (2) Cover the wages and allowances of the OFCF expert and his dependents, housing costs, housing security costs, movement costs, medical fees, costs for emergency evacuation, and all auxiliary expenses thereof;
- (3) Bear the expenses arising from the OFCF experts' official trips to the IOTC related countries;
- (4) Cover the OFCF expert's communication costs including phone, fax and e-mail charges;
- (5) Provide the materials and equipment for the Project recognized by both the OFCF and the IOTC as necessary for smooth implementation of the Project;
- (6) Bear the expenses for official trips to the IOTC related countries by the international staff of the IOTC Secretariat, recognized by the OFCF as necessary for smooth implementation of the Project;
- (7) Bear the expenses for workshops, recognized by the OFCF as necessary for smooth implementation of the Project;
- (8) Resolve any civil affairs involving the OFCF expert's life or properties that may arise out of their activities under the Project.

Article 7 Responsibilities of the IOTC

The IOTC shall be responsible for the following:

- (1) Appoint counterparts from among the international staff of the IOTC Secretariat in charge of the Project;
- (2) Assist in finding an accommodation in the Republic of Seychelles for the OFCF expert and his dependents;
- (3) Assist in providing the OFCF expert and his dependents with medical treatment at times of illnesses and accidents;
- (4) Provide an office furnished with telephone lines which the OFCF expert need for carrying out his tasks under the Project, and also bear the utility (heating, lighting, water) charges for the office;
- (5) Obtain permissions for the OFCF expert entering and leaving, staying in and working in the Republic of Seychelles, as well as those for his dependents' entering, leaving, and staying in Seychelles;
- (6) Obtain exemption for the OFCF expert and his dependents from duties imposed on his household goods, and from the income tax and other surcharges imposed on the living allowances for the OFCF expert remitted from overseas as well as on the expenses that are necessary for the implementation of the Project in the Republic of Seychelles;
- (7) Obtain exemption for the materials and equipment for the Project from import/export permits by the Republic of Seychelles or the government authorities of the other IOTC related countries, as well as from any levies, custom fees and other surcharges thereof;
- (8) Fully support the OFCF expert in case of any third party claims arising from

the implementation of the Project, except where it is agreed by both parties that such claims arise from negligence or willful misconduct by the OFCF expert;

- (9) Resolve any civil affairs involving the IOTC Secretariat counterparts' lives or properties that may arise out of their activities under the Project.

Article 8 Ownership and use of materials and equipment for the Project

- (1) Out of the materials and equipment for the Project, those to be used by the Secretariat shall become the property of the IOTC, upon being delivered on a CIF basis at a port or an airport of disembarkation in the Republic of Seychelles, or upon being purchased in the Republic of Seychelles.
- (2) Out of the materials and equipment for the Project, those to be used by the governments of the IOTC related countries shall become the property of the government of the relevant country, upon being delivered on a CIF basis at a port or an airport of disembarkation in the region where the headquarter office of the government authority of the relevant country is located, or upon being purchased in the relevant IOTC related country.
- (3) All materials and equipment for the Project provided by the OFCF shall be used exclusively for the implementation of the Project, and these materials and equipment shall be used effectively in line with the objective of the Project even after the end of the Project.

Article 9 Executive Committee

Throughout the duration of the Project, an executive committee aimed at a smooth and efficient implementation of the Project and composed of the OFCF and the international staff of the IOTC Secretariat will be established, and convened as necessary when agreed upon by both parties.

Article 10 Reporting

At the conclusion of the Project, a comprehensive report on the Project shall be drawn up through joint efforts of the OFCF expert and the IOTC international staff.

Article 11 Other Matters

- (1) Any other matter arising in connection with the Project which is not covered under this Memorandum of Understanding shall be determined in consultation between both parties.
- (2) Any disagreement between the OFCF and the IOTC with respect to interpretation of any provision of this Memorandum of Understanding shall be settled in consultation between both parties.
- (3) The OFCF and the IOTC shall endeavor to resolve any disputes out of the implementation of the Project by consultation. Disputes will not be referred to any tribunal or third party for settlement.

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72

In witness whereof, the undersigned, being duly authorized hereto, have signed this Memorandum of Understanding in duplicate in the English language, with each party retaining one original copy.

Signed in Tokyo on 19th of June, 2013 Signed in Mahe on 21st June, 2013



Yoshio ISHIZUKA
President
**Overseas Fishery Cooperation
Foundation of Japan**



Rondolph Payet
Executive Secretary
Indian Ocean Tuna Commission

IMPLEMENTATION PLAN

This implementation plan is prepared based upon Article 5 of the MEMORANDUM OF UNDERSTANDING BETWEEN OVERSEAS FISHERY COOPERATION FOUNDATION AND INDIAN OCEAN TUNA COMMISSION ON TECHNICAL COOPERATION PROJECT (hereinafter referred to as "the Memorandum") which was agreed between the Overseas Fishery Cooperation Foundation of Japan (hereinafter referred to as "the OFCF") and the Indian Ocean Tuna Commission (hereinafter referred to as "the IOTC").

1. Implementation Organizations of the Project

The Project shall be implemented by the OFCF, the IOTC Secretariat, with cooperation of the divisions/bureaus responsible for fishery statistics within the governments of the IOTC related countries that are targeted as regions of implementation of the Project.

2. OFCF Expert and his Counterparts

(1) The OFCF shall dispatch the following expert:

- 1) A resources expert will be permanently stationed at the IOTC Secretariat throughout the duration of the Project.
- 2) Should it become necessary to dispatch an OFCF expert with expertise in professional areas deemed necessary for smooth implementation of the Project, in addition to the OFCF expert referred to in 2.(1) 1), the relevant expert shall be dispatched to the IOTC Secretariat or to appropriate IOTC related countries for a duration judged as necessary by the OFCF.

(2) The IOTC shall appoint two counterparts from among the international staff of the IOTC Secretariat: one, responsible for overall supervision of the Project; the other, in charge of practical project activities.

3. Implementation Schedule for the Project

The Project shall be implemented in accordance with an Implementation Schedule to be jointly prepared by the OFCF expert and his counterparts.

4. Activities under the Project

The following are the activities to be carried out under the Project, the details of which are to be determined through an agreed annual work plan developed by the OFCF expert and his counterparts.

(1) Provide technical guidance and assistance for improving fisheries data collection, processing and submission systems in the countries selected.

- (2) Provide materials and equipment deemed necessary for the above activity
- (3) Any other activity that is determined as necessary by both the OFCF and IOTC to achieve project objectives

5. Materials and Equipment for the Project

In cases where, within the duration of the Project, the OFCF and the IOTC Secretariat both agree that materials and equipment are required, the OFCF shall provide such materials and equipment.

6. Other Matters

For any other matters which are not covered by this Implementation Plan, or on any occasion within the duration of the Project when the necessity to make changes occur, decisions shall be made by agreement between the OFCF and the IOTC.