MEMORANDUM OF UNDERSTANDING

BETWEEN

THE DEPARTMENT OF FISHERIES

MINISTRY OF FISHERIES, ANIMAL HUSBANDRY AND DAIRYING GOVERNMENT OF THE REPUBLIC OF INDIA

AND

THE MINISTRY OF INDUSTRIES AND INNOVATION OF ICELAND, DEPARTMENT OF FISHERIES AND AQUACULTURE

ON

COOPERATION IN THE FIELD OF SUSTAINABLE FISHERIES DEVELOPMENT

The Department of Fisheries, Ministry of Fisheries, Animal Husbandry and Dairying of the Republic of India and the Ministry of Industries and Innovation of Iceland, Department of Fisheries and Aquaculture. (hereinafter referred to as 'the Parties')

RECOGNIZING that bilateral cooperation in fisheries and aquaculture will promote the welfare and prosperity of both Sides and strengthen the friendly relations between the Sides; and

DESIRING the sustainable development, conservation and optimal use of fisheries and aquaculture resources,

HAVE REACHED the following understandings:-

Article-1 Objective

The objective of this Memorandum of Understanding is to promote and strengthen cooperation in the field of fisheries and aquaculture between the Sides by evolving a coordinated view on development of management framework for sustainable use of coastal/deep sea fishery resources, management and processing/marketing of fisheries products through joint efforts with due care to protect the environment and to conserve the fishery resources in the Exclusive Economic Zone.

Article-2 Scope and Areas of Cooperation

The Parties hereby will seek, subject to the relevant laws and regulations of both countries, to promote co-operation in the field of fisheries through:-

- (a) Cooperation in developing sustainable management of deep sea fishing
- (b) Cooperation in post harvest quality management and value addition, and
- (c) Cooperation in capacity building in the above two areas.
- (d) Cooperation in fisheries management through appropriate institutional framework and by devising measures for the long-term conservation and sustainable use of fishery resources in the Exclusive Economic Zone with the objective to utilize them optimally.
- (e) Cooperation to sustainably manage the off shore fishery resources in the islands of Andaman & Nicobar/Lakshadweep by adopting suitable management measures and technologies for exploitation of commercially important native species.
- (f) Cooperation in trout farming and aquaculture health management for cold water fishes like Trout, Mahseer etc.
- (g) Cooperation in value added fish processing and marketing of products from high sea fisheries.
- (h) Cooperation in Sea Safety Measures for the coastal fishermen.
- (i) Technological advice and cooperation regarding the Vessel Monitoring System in the coastal and deep sea fishing areas.

<u>Article-3</u> Implementation of the MoU

Such cooperation may, subject to agreement between the Parties, take the following from:

- (a) Establishment of mutual relations between the relevant organizations of the respective parties.
- (b) Creation of facilities for exchange of scientists and technical experts, and their proper placement, especially in areas of estimating Total Allowable Catches (TAC) in off shore and deep sea areas and for determining the annual quota allocation for different species through different fishing methods/fishing vessels.
- (c) Provision of training to fisheries professionals from key fisheries institutions in the various management aspects on areas of modern fisheries management and fish processing.
- (d) Exchange of scientific literature research findings and other information. However, no documents

technological matters/technology obtained through cooperation will be used for any purpose other than provided for in the present MoU.

(e) Exchange of experts/expertise to study the prospects of fishing. Processing and marketing of products from high

seas fisheries for entrepreneurship development.

(f) the relevant organizations/agencies of the Parties may enter into detailed arrangements for implementation of each item on development of cooperation in the field of fisheries referred to under Article-2 of the MoU.

(g) Activities contained under Article-2 of this MoU shall be implemented where relevant, through annual work plans, to be developed jointly, which describe specially the activities to be carried out and which set forth the intended contributions of the parties. These work plans may originate from either Party but shall require the full approval of both Parties for implementation and shall be prepared before the end of each year for the work to be undertaken in the succeeding year. Both the parties shall also periodically evaluate the performance of the MoU.

Article-4 JOINT WORKING GROUP

A Joint Working Group (JWG) shall be formed to review the progress of the MoU, work programme and to discuss new developments and to facilitate co-operation under this Memorandum. The Joint Working Group Meeting shall be arranged every year using internet facilities but face to face meetings shall be arranged when necessary alternately in New Delhi and Reykjavik.

Both Parties shall designate an officer at appropriate level who shall be responsible for coordinating and monitoring all activities to be carried out under the auspices of this memorandum. The Designated officers will either meet in person or correspond with each other to develop a work programme and coordinate administrative details.

Article-5

Confidential Information

Subject to applicable laws prevailing in each country, all information and documents to be exchanged pursuant to this MoU will be kept confidential by the Parties and will be used subject to such terms as each Party may specify. The Parties will not use the information for

purposes other than that specified without the prior written consent of the other Party.

All confidential Information shall remain the exclusive property of the disclosing Party. The Parties agree that this MoU and the disclosure of the Confidential Information do not grant or imply any license, interest or right to the Recipient in respect to any intellectual property right of the other Party.

Unpublished information, either oral, in writing or otherwise, discovered or conceived by the scientists or technicians and exchanged under the provisions of this MoU will not be transmitted to a third party, unless otherwise agreed by the Parties

Article-6 FINANCIAL ARRANGEMENT

Unless otherwise mutually decided by the Parties, the sending Party shall bear all cost of the visits including international air-fare, accommodation, and local transport, whereas the receiving Party will bear the cost of providing assistance in logistic arrangements for the personnel, organizing the meetings etc. Activities pursuant to this Memorandum are subject to the availability of funds and personnel and to the laws, regulations and policies of the respective countries of the parties.

Article-7 REVISION & AMENDMENT

This MoU and any related documents may be amended by mutual written agreement of the Parties. Any revision or amendment which has been agreed to by the Parties shall come into effect on such date as will be determined by the Parties.

Article- 8 VALIDITY & TERMINATION

This Memorandum is valid upon signature by both parties and shall remain valid for a period of 5 (five) years. This MoU may be automatically extended for further period of 5 (five) years. Either of the Parties may terminate the MoU by giving at least 6 (six) months notice in advance of its intention to terminate the MoU. The termination of this Memorandum shall not affect the validity or duration of any

implementing arrangement/project executed and commenced there under and the activities in progress shall continue until completed.

In witness thereof, the undersigned being duly authorized thereto by the Government of their respective countries have here to sign this Memorandum.

Signed on the 10th day of September 2019 in two originals, each in Hindi and English languages, both texts being equally authentic. In case of divergence in interpretation, the English version shall prevail.

For the Department of Fisheries Ministry of Fisheries, Animal Husbandry and Dairying Government of India

For the Ministry of Industries and Innovation Department of Fisheries and Aquaculture

T. Armstrong Changsan Ambassador of India

Kristján Þór Júlíusson Minister of Fisheries and Agriculture