

法規名稱：MEMORANDUM OF UNDERSTANDING BETWEEN THE GOVERNMENT OF THE REPUBLIC OF CHINA AND THE GOVERNMENT OF PAPUA NEW GUINEA ON FISHERIES COOPERATION

簽訂日期：民國 104 年 06 月 22 日

生效日期：民國 105 年 08 月 03 日

The Government of the Republic of China and the Government of Papua New Guinea, hereinafter referred to as the “ Participants ” .

DESIRING to further enhance the existing friendly and cooperative relations between the Republic of China and the Government of Papua New Guinea on the basis of the principles of equality, mutual benefit and mutual respect;

RECOGNIZING the benefits which can be derived by their respective peoples from the implementation of this MOU, on the basis of the principles of equality, respect for each other ’ s independence and mutual benefit;

RECALLING the provisions of the 1982 United Nations Convention on the Law of the Sea (UNCLOS); the UN Fish Stocks Agreement and the Western and Central Pacific Fisheries Convention on the Conservation of Highly Migratory Species; and

COGNIZANT of the need to ensure sustainable development through conservation and management of fishery resources;

Have decided as follows:

Article I

GENERAL PROVISIONS

1. The Participants will promote mutual cooperation in the development of the fishing industries of both countries pursuant to their respective laws.
2. The Participants will, consistent with their domestic laws

- and without prejudice to their respective international legal obligations, promote sustainable use of fishery resources.
3. The Participants will share information on fishing activities of vessels of each Participant in their respective waters and ports with a view to combat and eliminate Illegal, Unreported and Unregulated (IUU) fishing through the transparent implementation of the Vessel Day Scheme (VDS).

Article II

AREAS OF COOPERATION

1. For the purposes of this MOU, the Participants will explore areas of cooperation, to include but not limited to the following:
- i. promotion of fishing ventures in the Participants waters in accordance with domestic laws, regulations and applicable international legal obligations;
 - ii. promotion of aquaculture/mariculture investment, research, development and training;
 - iii. post-harvest, fish processing development and marketing including training;
 - iv. joint research activities including exchange of expertise;
 - v. joint fisheries conservation and management activities;
 - vi. combating Illegal, Unregulated and Unreported fishing practices;
 - vii. exchange of fisheries-related data and information between respective competent authorities, including VDS data generated through FIMS and other relevant tools, as well as transshipment and landing activities in the other Participant ' s waters and ports;
 - viii. cooperation between competent authorities on compliance with requirements of market States including EU ' s EC 1005/2008 IUU Regulation and EU sanitary and phytosanitary standards;
 - ix. ecosystem-based approach to fisheries management;

- x. cooperation in areas of fisheries trade and promotion;
 - xi. working cooperatively within global, regional and subregional organizations and arrangements in which they both participate for promotion of the goals and objectives set forth in the instruments; and
 - xii. working cooperatively, to the extent possible, to facilitate the settlement of dispute arising from access agreements, investments and joint ventures reached between the private sectors and government authorities for the mutual benefits of the Participants.
2. The guidelines for exploring, developing, and implementing the above-cited areas of cooperation will be embodied in separate subsidiary memorandum of understandings in accordance with the provisions of this Memorandum of Understanding. It is understood that nothing in this Memorandum of Understanding would affect the rights, privileges and obligations applied to existing investments and joint ventures or fishing licenses issued.

Article III

IMPLEMENTING AUTHORITIES

1. Implementing authorities of this MOU will be as follows:
For the Government of the Republic of China, the Fisheries Agency of the Council of Agriculture
For the Government of the Independent State of Papua New Guinea, the National Fisheries Authority
2. In order to implement this MOU, the Participants will designate point of contacts from the aforementioned implementing authorities and exchange their contact details on the date of signing. Where necessary, an interim meeting may be held subject to mutual consensus between the Participants through diplomatic channels or designated point of contacts.
3. The implementing authorities will be responsible for mutually monitoring and evaluating activities done by designated

personnel under this MOU.

Article IV

MEETINGS

1. In case of interim meetings in accordance with paragraph 2 of Article III, expenses to be accrued from the meeting participation shall be borne by the respective Participants.
2. Representatives of the sending Participant will observe the laws and regulations in force in the host country.
3. This MOU will not limit national sovereignty, or the right of either Participant to adopt or execute measures necessary to uphold public health, morals, public order or security in consultation with the host Participant.

Article V

CONFIDENTIALITY

1. The Participant will ensure the confidentiality of the data and information provided under this MOU.
2. Matters pertaining to intellectual property rights that may arise from an activity undertaken under this MOU will be determined and accepted by the Participants prior to the activity ' s implementation.

Article VI

DISPUTE SETTLEMENT

Any dispute arising out of the interpretation, application or implementation of this MOU will be settled amicably through consultation, or negotiation through diplomatic channels of the Participants.

Article VII

ENTRY INTO OPERATION

This MOU will enter into operation on the date of the later notification by the Participants through diplomatic channels indicating that the domestic requirements for entry into

operation have been completed.

Article VIII

REVIEW AND AMENDMENT

This MOU may be reviewed and amended upon mutual consent by the Participants. The amendment(s) will enter into operation in accordance with the provisions on entry into operation.

Article IX

DURATION AND TERMINATION

This MOU will remain in operation for the period of three (3) years and will be automatically renewed unless either Participant terminates it in writing, through diplomatic channels, by giving six (6) month notice before the expiration of its validity. The termination of this MOU is without prejudice to on-going activities.

IN WITNESS WHEREOF, the undersigned, being duly authorized by their respective Governments, have signed this Memorandum of Understanding.

Done in duplicate at Kaohsiung on this 22 day of June, 2015 in the English language.

FOR THE
GOVERNMENT OF
THE REPUBLIC OF
CHINA

.....

MR. TZU-YAW TSAY

Director-General

FOR THE
GOVERNMENT OF
THE INDEPENDENT
STATE OF PAPUA
NEW GUINEA

.....

MR. JOHN EDWARD KASU

Managing Director



Fisheries Agency of the
Council of Agriculture

National Fisheries
Authority

Witnessed by

.....

MR. CHIH-I SHA

Deputy Minister
Council of Agriculture

.....

MR. JEROME TIOTI

International Fisheries
Liaison coordinator
National Fisheries
Authority