

法規名稱：MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE GOVERNMENT OF THE REPUBLIC OF CHINA (TAIWAN) AND THE GOVERNMENT OF THE REPUBLIC OF KIRIBATI ON FISHERIES COOPERATION

簽訂日期：民國 107 年 06 月 07 日

生效日期：民國 107 年 07 月 05 日

The Government of the Republic of China (Taiwan) and the Government of the Republic of Kiribati hereinafter referred to as the “ Parties ” ;

Desiring to further enhance the existing formal relations between the Governments of the Republic of China (Taiwan) and the Republic of Kiribati 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 sovereignty and mutual benefit;

RECALLING the provisions of the 1982 United Nations Convention on the Law of the Sea (UNCLOS); the United Nations Fish Stocks Agreement and the Western 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 agreed as follows:

#### Article I

##### GENERAL PROVISIONS

1. The Parties shall promote cooperation in the development of the fishing industries of both countries pursuant to their respective laws.
2. The Parties shall be consistent with their domestic laws and without prejudice to their respective international legal obligations, promote sustainable use of fishery resources.
3. The Parties shall, through a separate signed “ Information Sharing MOU ” , share information on fishing activities of the Parties ’ flagged vessels 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). The information shared under this MOU shall not be shared with the third party and shall be used by the Parties for

Monitoring, Control and Surveillance (MCS) purposes only.  
Details of how to share fisheries information is specified and governed under this MOU and to be agreed between the two Parties.

## Article II

### AREAS OF COOPERATION

1. The purposes of this MOU is to develop and facilitate collaboration between the Parties in matters of common interest, including but not limited to the following:
  - I. Promotion of fishing ventures in the Parties ' waters in accordance with domestic laws, regulations and applicable international legal obligation;
  - 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. Combating Illegal, Unregulated and Unreported fishing with financial assistance and support provided by the Government of the Republic of China (Taiwan) to implement such activities for Taiwan Flagged vessels;
  - VI. Exchange of fisheries-related data\_that will assist the Parties in exercising their flag state responsibility through the signed MOU as specified in paragraph 3 of Article I governing the conditions and details of the data to be provided.
  - VII. Cooperation between competent authorities on compliance with requirement of market States including EU ' s EC 1005/2008 IUU Regulation and EU sanitary and phytosanitary standards;
  - VIII. Ecosystem-based approach to fisheries management;
  - IX. Cooperation in areas of fisheries trade and promotion; and
  - X. Working cooperatively within global, regional and sub-regional organizations and arrangements in which they both participate for promotion of the goals and objectives set forth in the instruments.
2. The guidelines for exploring, developing and implementing the above-cited areas of cooperation shall be embodied in separate subsidiary agreements in accordance with the provisions of this MOU. It is understood that nothing in this MOU would affect the rights, privileges and obligations applied to existing investments, joint ventures and fishing licenses issued.

## Article III

### IMPLEMENTING AUTHORITIES

1. Implementing authorities of this MOU shall be as follows:  
For the Government of the Republic of China (Taiwan) - the Council of Agriculture, Executive Yuan;  
For the Government of the Republic of Kiribati - the Ministry of Fisheries and Marine Resources Development.
2. To implement this MOU, the Parties shall designate and exchange respective points of contacts of implementing authorities on the date of signing. Where necessary, an interim meeting may be held to subject to agreement between the Parties through designated points of contacts.
3. The separate agreements and the “ Information Sharing MOU ” as specified in Article I and II shall be developed and signed by the implementing authorities of this MOU. The Parties agree that the “ Information Sharing MOU ” shall be developed and signed within 6 months of the date of signing of this MOU by the implementing authorities.
4. The implementing authorities shall be responsible for mutually monitoring and evaluating activities done by designated personnel under the MOU.

#### Article IV

##### MEETINGS

In case of interim meetings in accordance with paragraph 2 of Article III, expenses to be accrued the meeting participation shall be borne by the respective Parties.

#### Article V

##### CONFIDENTIALITY

1. The Parties shall ensure the confidentiality of the data and information provided under this MOU.
2. Matters pertaining to intellectual property rights that arise from any activity undertaken under this MOU shall be determined and agreed upon by the Parties prior to the activity ' s implementation.

#### Article VI

##### DISPUTE SETTLEMENT

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

#### Article VII

##### ENTRY INTO FORCE

This MOU shall enter into force on a date to be agreed through notification by the Parties through diplomatic channels indicating that the domestic requirements for entry into force have been completed.

Article VIII

REVIEW AND AMENDMENT

This MOU may be reviewed and amended upon agreement by the Parties. The amendment(s) shall enter into force in accordance with the provisions on the entry into force.

Article IX

DURATION AND TERMINATION

This MOU shall remain in force for the period of two (2) year and shall be automatically renewed unless one of the Parties terminates it in writing, through diplomatic channels, by giving six (6) months ' 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 MOU.

Done in duplicate in the English language.

FOR THE  
GOVERNMENT OF  
THE REPUBLIC OF  
CHINA (TAIWAN)

\_\_\_\_\_  
Hon. Lin Tsung Hsien  
Minister  
Council of Agriculture  
Executive Yuan

2018 . 06 . 07

\_\_\_\_\_  
Date

台灣・台北

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Location

FOR THE  
GOVERNMENT OF  
THE REPUBLIC OF  
KIRIBATI

\_\_\_\_\_  
Hon. Tetabo Nakara  
Minister  
Ministry of Fisheries and  
Marine  
Resources Development

2018 . 06 . 07

\_\_\_\_\_  
Date

TAIPEI

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Location