

Acuerdos Bilaterales

Clasificación: 31- 2002

Fecha de Ingreso: 17 de julio de 2002

Nombre de Acuerdo: Memorandum of Understanding for the subproject "Adaptation of Fisheries and Fishing Communities to the Impacts of Climate Change in the CARICOM Region" within the Mainstreaming Adaptation to Climate Change Project"

Materia: Medio Ambiente

Partes: SG/OEA & CARICOM

Referencia: CARICOM

Fecha de Firma: 20 de mayo de 2002

Fecha de Inicio: 20 de mayo de 2002

Fecha de Terminación: 30 de junio de 2002

Lugar de Firma: Georgetown, Guyana

Unidad Encargada:

Persona Encargada:

Original:

Claves:

Cierre del proceso:

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE GENERAL SECRETARIAT OF THE ORGANIZATION OF AMERICAN STATES
AND
CARICOM
FOR
THE SUBPROJECT "ADAPTATION OF FISHERIES AND FISHING COMMUNITIES TO THE IMPACTS
OF CLIMATE CHANGE IN THE CARICOM REGION"
WITHIN
THE MAINSTREAMING ADAPTATION TO CLIMATE CHANGE PROJECT

The Parties to this Memorandum of Understanding ("MOU"), the General Secretariat of the Organization of American States ("GS/OAS"), through its Unit for Sustainable Development and Environment ("USDE") and CARICOM, through its Fisheries Unit in Belize ("CFU"),

WHEREAS,

The four-year Caribbean Planning for Adaptation to Global Climate Change ("CPACC") Project, which ended on December 31, 2001, was the first major initiative in the Caribbean Region designed to support countries in preparing to cope with the adverse effects of global climate change on coastal areas through vulnerability assessment, adaptation planning and capacity building;

The Mainstreaming Adaptation to Climate Change Project ("MACC" or "the Project"), which is financed by the Global Environment Facility, is designed to consolidate and build on the foundation of CPACC by continuing to build capacity in the CARICOM Small Island Developing States and Low-Lying States for to development of Stage II adaptation strategies and for measurement of the integration of adaptation into the general planning process of the countries;

One of the four components of MACC is the mainstreaming of climate change concerns into planning and practices of highly vulnerable sectors including fisheries, tourism, agriculture and water;

With respect to fisheries, MACC includes an activity known as the "Adaptation of Fisheries and Fishing Communities to the Impacts of Climate Change in the CARICOM Region" ("the Subproject");

The Subproject is designed to assist the region in identifying and formulating measures to enable the fisheries sector to develop appropriate adaptation measures to address climatic impacts on fishing communities, fisheries resources, and associated ecosystems such as coral reefs, and one of its deliverables will be a regional fisheries sector plan ("the Plan") that takes into account the impact of climate change;

MACC PDF-B will finance the required stakeholder consultations, consultancies and training to undertake any assessment and support the drafting of the Plan;

The overall objective of the Subproject is to strengthen the capability of the national fisheries administrations and fishers organizations to anticipate and minimize negative impacts of climate change and sea level rise on the fisheries sector in the CARICOM region; and

The Regional Project Implementation Unit ("RPIU"), which was established as the regional implementing agency under the auspices of the University of the West Indies Centre for Environment and Development ("UWICED") for CPACC, is now supported by the CARICOM Secretariat and is continuing to play an active role in climate change issues in the region, and CARICOM has decided that the RPIU

should be involved in this MOU.

WHEREFORE, THE PARTIES AGREE:

ARTICLE I: OBJECTIVES OF MOU

1.1 The general objective of this MOU is to complete the preparatory work for the Subproject.

1.2 The specific objectives for the preparatory work under this MOU are:

a. Identification and characterization of the direct and indirect ecological, social and economic impacts of climate change and sea level rise on both fisheries resources and associated ecosystems and fishing communities in the region;

b. Identification of the adaptation strategies and measures that could be pursued to mitigate negative impacts and prepare fishers and fishing communities to adjust, including research, capacity building, education and awareness building;

c. Identification of measures to strengthen human resources and the capacity of the national fisheries departments for analysis and planning for adaptation to climate change; and

d. Identification of major issues and constraints which need to be addressed to integrate climate change adaptation practices and measures into the planning and management process in the fisheries sector.

ARTICLE II: CFU'S OBLIGATIONS

2.1 The CFU shall recruit and retain a reputable consultant recognized for expertise and experience in the subject-matter to execute the technical work herein described based upon approval of the Terms of Reference by the USDE and the RPIU.

2.2 The CFU shall develop an "Issues Paper" which:

a. Describes and discusses existing knowledge, current research and measures being taken to understand and prepare the stakeholders in the fisheries sector to adapt to the impacts of climate change and sea level rise;

b. Identifies data needs for assessing effectively the impact of climate variability and change of fisheries and fish stocks;

c. Identifies the necessary inputs for effective decision-making and planning for the fisheries sector;

d. Identifies and characterizes both national and regional institutional capacity to promote and coordinate the integration of climate change issues in sustainable fisheries management programs. This would include a review of existing policy directives, fisheries management plans and fisheries legislation; and

e. Describes and analyzes existing capacity – institutional, technical, and technological – for the systematic collection and analysis of data for monitoring the ecological and socio-economic impacts of climate change on the fisheries sector.

2.3 CFU shall consult with key stakeholders in the fisheries sector to obtain their input and determine the

needs and issues that should be taken into consideration in developing a strategy and plan of action to integrate climate change issues in fisheries management planning. Stakeholders will include both government officials and representatives of the private sector and other members of the fishing community (including environmentalists, processors, sellers, and consumers). The consultation shall include:

b. A small planning workshop involving senior fisheries officials from the CARICOM countries to review the consultants' issue paper, and the draft work plan for adaptation to the impacts of climate change under MACC. The outputs of the workshop held on April 15-16 on the Adaptation of the Caribbean Fisheries Sector to Climate Change in Tobago shall inform the draft action plan submitted by the CFU.

2.4 CFU shall develop a draft and final work plans for the design of a regional strategy for the Subproject and for addressing the impacts of climate change on the fisheries sector under the MACC Project, as further described in Article III below.

2.5 CFU shall coordinate its work under this MOU with Leisa Perch of USDE and Walter Vergara of the World Bank in accordance with the Attached Schedule.

ARTICLE III: ANTICIPATED WORK PRODUCT

3.1 The CARICOM Fisheries Unit shall provide USDE with the following work product on or before the dates stated below:

- a. By April 25, 2002, the issues paper described in Paragraph 2.2 above;
- b. By May 20, 2002, a brief report on the preparation process, including the stakeholder consultation and the small planning workshop described in Paragraph 2.3 above. The report shall also contain recommendations on the institutional framework for the implementation of the Subproject, and the related capacity-building and research needs;
- c. By May 30, 2002, a proposed work plan for the Subproject. This work plan shall identify and describe realistic progression of suitable activities for addressing the institutional, technical and technological needs discussed in the issues paper, shall specify the timing and estimated cost of each of those activities, and shall identify the institutions responsible, in whole or in part, for completing each of them; and
- d. By June 10, 2002, a final work plan based on feedback from the USDE and the RPIU.

ARTICLE IV: PAYMENT BY GS/OAS

4.1 No later than one week following the entry into force of this MOU, GS/OAS USDE shall make a one-time payment to CARICOM for CFU in the amount of nine thousand, nine hundred United States dollars (US\$9,900) to be used solely for the purposes described in the foregoing articles of this MOU.

ARTICLE VI: NOTIFICATIONS

5.1 The respective officials designated by the Parties for receiving written notifications under this MOU are:

a. For GS/OAS:

Leisa Perch
Environmental Specialist
Unit for Sustainable Development and Environment
Organization of American States
Room 340-L
1889 F St., NW
Washington, DC 20006
Tel: (202) 458 3228
Fax: (202) 458 3560
e-mail: lperch@oas.org;

b. For CARICOM

Milton Haughton
Scientific Director
CARICOM Fisheries Unit
Belize City, Belize
Tel: 501 2 34443
Fax: 501 2 34446

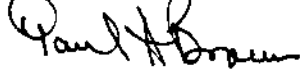
5.2 Either Party may change its designated official by advanced written notice of the change to the other.

ARTICLE VI: GENERAL CONDITIONS

- 6.1 This MOU shall enter into force the date it is signed by the last of the parties to sign it and shall remain in force through to June 30, 2002.
- 6.2 This MOU may be modified by a written document of amendment signed and dated by both parties and attached hereto.
- 6.3 Either Party may terminate this MOU for convenience upon sixty days' advanced written notice to the other. In case of termination by the USDE, USDE shall reimburse the CFBU for all reasonable project expenses incurred through the date of termination and the reasonable cost of complying with all reasonable project obligations irrevocably committed to third parties within the scope of this MOU prior to receipt of said notice. If CFU terminates this MOU, CFU shall reimburse GS/OAS the full amount paid by GS/OAS under Article IV above.
- 6.4 The parties shall first attempt to resolve amicably any disputes between them in relation to this MOU. Nothing in this MOU constitutes a waiver of the privileges and immunities of either party or its personnel. In the event such privileges and immunities are raised as a defense in any action brought by one party against the other in relation to a dispute arising out of this MOU, the dispute shall be submitted to binding arbitration in accordance with the Rules of the United Nations Commission on International Trade Law ("UNCITRAL"). The place of the arbitration shall be Washington, D.C. and the governing law shall be the law of that jurisdiction.

SIGNED by the duly authorized representatives of the parties in duplicate originals in the place and on the date indicated below:

FOR GS/OAS

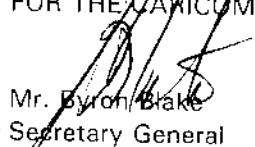


Mr. Paul Brown
Officer in Charge, Office of the General
Secretariat in Guyana

Date: May 1, 2002

Place: Roseau, Dominica

FOR THE CARICOM Secretariat



Mr. Byron Blake
Secretary General

Date: May 20, 2002

Place: Georgetown, Guyana

Schedule

ACTIVITIES	days	APRIL				MAY				JUNE			
		WK 1	WK 2	WK 3	WK 4	WK 1	WK 2	WK 3	WK 4	WK 1	WK 2	WK 3	WK 4
1. Literature review	5												
5. Prepare Issue Paper	2												
6. Organize planning workshop	2												
7. Preparation of Workplan	2												
8. Convene planning workshop	2												
9 Submit Initial workplan	3												
10. Finalize & submit Workplan	2												
	27												

Budget

The budget is \$9,900. Details are provided below:

<u>Activity</u>		<u>US\$</u>
Consultancy Fees	350 * 22 days	7,700
Comm, Report expenses		1,200
Admin. Overhead		1000
Total:		\$ 9,900