

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE GOVERNMENT OF THE REPUBLIC OF CHILE

AND

THE GOVERNMENT OF THE REPUBLIC OF SOUTH AFRICA

ON

COOPERATION IN THE AREAS OF FISHERIES AND

AQUACULTURE

INTRODUCTION

The Government of the Republic of Chile and the Government of the Republic of South Africa (hereinafter jointly referred to as the “Participants” and separately as a “Participant”);

CONSIDERING the Participants’ wish to establish a framework for further cooperation, based on mutually beneficial arrangements and collaboration in the responsible and sustainable management of fisheries and aquaculture;

BEARING IN MIND the importance of fishing and aquaculture in the social and economic development of their respective countries;

RECOGNISING that cooperation in matters relating to fishing and aquaculture is beneficial to both Participants through increasing employment, alleviating poverty and enhancing food security;

MINDFUL of the sovereign rights of the Participants with respect to scientific research, conservation, management, and sustainable use of living aquatic resources within the framework of international law;

RECALLING the provisions of the Code of Conduct for Responsible Fisheries, adopted by the Food and Agriculture Organization in 1995;

BEARING IN MIND provisions of applicable international agreements and arrangements made under such agreements;

HAVE REACHED the following understanding:

PARAGRAPH 1 OBJECTIVE

This Memorandum of Understanding (hereinafter referred to as the “MoU”), aims to strengthen bilateral communication, cooperation and collaboration, in accordance with the respective laws and policies of the Participants, on fisheries and aquaculture, including matters pertaining to marine capture fisheries, inland fisheries and aquaculture.

PARAGRAPH 2
AREAS OF COOPERATION

The communication, cooperation and collaboration between the Participants under this MoU will relate to, but is not limited to, the following areas:

- (a) Fisheries and aquaculture research;
 - (b) aquaculture technology and farming practices;
 - (c) exchange of information on small scale fisheries and aquaculture;
 - (d) exchange of experience in pelagic and demersal fisheries management;
- and
- (e) capacity building and exchange of expert knowledge, including on regulation, public policy, best practices and enforcement of sustainable fisheries and aquaculture management, and combatting illegal, unreported and unregulated fishing and crimes related to fisheries.

PARAGRAPH 3
COMPETENT AUTHORITIES

The competent authorities responsible for the implementation of this MoU will be:

- (a) in the case of the Government of the Republic of Chile, the Undersecretariat for Fisheries and Aquaculture; and
- (b) in the case of the Government of the Republic of South Africa, the Department of Forestry, Fisheries and the Environment.

PARAGRAPH 4
INTERNATIONAL COOPERATION

Taking into consideration the Participants' respective priorities in the areas of fisheries and aquaculture, their domestic laws, as well as applicable regional and international agreements, the Participants will, to the extent possible, endeavor to cooperate on matters falling within the scope of this MoU in international fora, including regional fisheries management organizations.

PARAGRAPH 5
JOINT TECHNICAL COMMITTEE

- (1) The Participants will establish a Joint Technical Committee to oversee the implementation of this MoU. The Committee may decide actions in respect of specific areas of cooperation set out in Paragraph 2 of this MoU.
- (2) For the purpose of furthering the objectives of this MoU, the Committee may arrange bilateral meetings at times and locations to be decided upon by the Participants.

PARAGRAPH 6
FINANCING

- (1) Activities carried out pursuant to this MoU will be subject to the availability of resources and the respective laws of the Participants.
- (2) The Participants will decide on costs and responsibilities associated with the implementation of this MoU.

PARAGRAPH 7
CONFIDENTIALITY

The Participants understand that, in accordance with the provisions of their respective legislation, the technical data and information provided or shared under this MoU, are:

- (a) not used for purposes other than those intended;
- (b) in line with what was decided upon; and
- (c) not transferred or supplied to a third party without the prior written consent of the Participant providing such information.

PARAGRAPH 8
INTELLECTUAL PROPERTY RIGHTS

- (1) The Participants will protect and enforce intellectual property rights created or utilised during the course of carrying out activities under this MoU, in accordance with their respective domestic laws and international obligations.

- (2) The Participants may decide to conclude separate implementation agreements or protocols relating to intellectual property that may be created in the course of cooperative activities under this MoU.

PARAGRAPH 9 LEGAL NATURE

This Memorandum of Understanding does not create rights or legally binding obligations under international law.

PARAGRAPH 10 SETTLEMENT OF DISPUTES

Any dispute arising from the interpretation or implementation of this MoU will be resolved amicably by means of mutual consultations and negotiations between the Participants.

PARAGRAPH 11 AMENDMENTS

This MoU may be amended by mutual written consent of the Participants.

PARAGRAPH 12 ENTRY INTO EFFECT, DURATION AND TERMINATION

- (1) This MoU will enter into effect upon last signature.
- (2) The MoU will remain in effect for a period of five (5) years and is automatically renewable for equal and successive periods, unless terminated in accordance with sub-paragraph 3.
- (3) The Mou may be terminated by either Participant, at any time, by giving six (6) months' written notice to other Participant.
- (4) The termination of this MoU will not affect the completion of any project carried out by the Participants prior to the termination thereof, or the full execution of any cooperative activity that has not been fully completed and executed at the time of termination, unless otherwise decided in writing by the Participants.

SIGNED in duplicate at Pretoria, on this 4th day of November 2024, in the Spanish and English languages, all texts being equally valid.



**FOR DE GOVERNMENT OF THE
REPUBLIC OF CHILE**



**FOR THE GOVERNMENT OF THE
REPUBLIC OF SOUTH AFRICA**