

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
TAIPEI ECONOMIC AND CULTURAL REPRESENTATIVE OFFICE IN THE
UNITED STATES
AND THE
AMERICAN INSTITUTE IN TAIWAN
CONCERNING COOPERATION IN FISHERIES AND AQUACULTURE

The Taipei Economic and Cultural Representative Office in the United States ("TECRO") and the American Institute in Taiwan ("AIT") (together referred to herein as "the Parties" or individually as a "Party");

Noting that the authorities of the territory represented by AIT are party to the 1995 Agreement for the Implementation of the Provisions of the United Nations Convention on the Law of the Sea of 10 December 1982 Relating to the Conservation and Management of Straddling Fish Stocks and Highly Migratory Fish Stocks ("1995 UN Fish Stocks Agreement") and the 1993 FAO Agreement to Promote Compliance with International Conservation and Management Measures by Fishing Vessels on the High Seas ("1993 FAO Compliance Agreement");

Bearing in mind that the need to achieve sustainable ocean fisheries on a worldwide basis, as well as the effective implementation of the 1995 UN Fish Stocks Agreement and the 1993 FAO Compliance Agreement, requires that all those concerned, including States and fishing entities, work together through appropriate arrangements;

Acknowledging the need to establish legally effective mechanisms to facilitate the participation by the authorities of the territory represented by TECRO in global, regional and subregional fisheries organizations on an equitable basis;

Recognizing that the authorities represented by TECRO have voluntarily implemented UNGA Resolution 46/215 since its adoption;

Desiring, through their designated representatives, to cooperate and work towards a mutually beneficial relationship in the field of fisheries and aquaculture;

Represent as follows:

1. The Parties intend to cooperate, to the extent possible and through their respective designated representatives, in the implementation of the provisions of:

- i. the 1995 FAO Code of Conduct for Responsible Fisheries; and
- ii. the International Plans of Action for the Management of Fishing Capacity, for the Conservation and Management of Sharks, for Reducing Incidental Catch of Seabirds in Longline Fisheries, for Preventing, Deterring and Eliminating Illegal, Unreported and Unregulated (IUU) Fishing, and the International Guidelines on Bycatch Management and Reduction of Discards as adopted by the FAO.

2. TECRO provides assurances that, through its designated representatives, it shall implement fisheries conservation and management measures and regulate the activities of fishing vessels registered in the territory it represents on the basis of the 1995 UN Fish Stocks Agreement and the 1993 FAO Compliance Agreement.

3. AIT provides assurances that, through its designated representatives, it will endeavor to assist the authorities of the territory represented by TECRO to participate equitably in global, regional and subregional fisheries organizations.

4. The Parties, through their designated representatives, shall seek to promote sustainable fisheries through the effective operation of global, regional and subregional fisheries management organizations and arrangements in which they both participate. For the purposes of effective cooperation between the Parties, bilateral consultations may be held prior to annual meetings of such global, regional and subregional fisheries management organizations and arrangements.

5. In particular, the Parties shall work cooperatively within such regional fisheries management organizations and arrangements to promote the goals and objectives set forth in the instruments cited above including, inter alia:

- i. conservation and management measures for fisheries resources based on the best available scientific evidence;
- ii. measures to improve data collection, fisheries statistics, and catch records;
- iii. measures to limit fishing capacity to levels commensurate with the long-term sustainability of the affected resources;
- iv. measures to minimize bycatch of non-target fish,

including juvenile fish to the extent practicable, and other species such as sea turtles, seabirds, marine mammals and sharks, and measures to ban shark finning;

- v. measures to establish effective programs for monitoring, control and surveillance including observers, vessel monitoring systems, and any other appropriate components;
- vi. measures to deter vessels, companies and individuals engaged in or supporting IUU fishing; and
- vii. measures to prevent significant adverse impacts from fishing activities on vulnerable marine ecosystems and protect marine species under the purview of the relevant RFMOs.

6. The Parties, through their designated representatives, shall continue to cooperate, consistent with the laws and regulations of the territories they represent, in the implementation of UNGA Resolution 46/215, and shall also take action against individuals, corporations and vessels subject to those laws and regulations that may engage in large-scale high seas driftnet fishing operations in the North Pacific Ocean.

7. The Parties, through their designated representatives and subject to the availability of resources, agree to:

- i. exchange information on fisheries and aquaculture policy, research and relevant scientific reports and publications;
- ii. conduct joint studies and training programs on fisheries and aquaculture;
- iii. exchange visits of fisheries and aquaculture personnel; and
- iv. strengthen cooperation between their respective designated representatives in the field of fisheries enforcement.

8. For the purposes of this Memorandum of Understanding, the term "designated representatives" refers to:

for AIT: the United States Department of Commerce, the United States Coast Guard and other appropriate agencies; and

for TECRO: the Council of Agriculture, the Coast Guard Administration and other appropriate agencies.

9. The Parties, through their designated representatives, agree to consult periodically on matters in relation to

fisheries and aquaculture, and any other matters arising from the implementation of this Memorandum of Understanding.

10. This Memorandum of Understanding shall become effective on the date of the last signature hereinafter and shall remain effective for five years from that date. This Memorandum of Understanding may be extended by written agreement of the Parties.

11. Either Party may terminate this Memorandum of Understanding by a written notice to the other Party ninety (90) days prior to the intended date of termination.

12. This Memorandum of Understanding shall replace and supersede the Memorandum Of Understanding Between the Taipei Economic and Cultural Representative Office in the United States and the American Institute in Taiwan Concerning Cooperation in Fisheries and Aquaculture, signed at Washington, DC, April 21, 2008.

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

FOR THE TAIPEI ECONOMIC AND CULTURAL REPRESENTATIVE OFFICE IN THE UNITED STATES

FOR THE AMERICAN INSTITUTE IN TAIWAN

Pu-tsung King
Pu-Tsung King
Representative

Barbara J. Schrage
Barbara J. Schrage
Managing Director

6/18/13
Date

6/6/13
Date

Washington, D.C.
Location

Washington, D.C.
Location