

Agreement establishing the Caribbean Community Common Fisheries Policy

The Participating Parties:

Being guided by the Principles and Rights enunciated in the Revised Treaty of Chaguaramas, which was signed by Heads of Government in Nassau, Bahamas on 5 July 2001, and by the Principles expressed in the Agreement establishing the Caribbean Regional Fisheries Mechanism, which was signed in Belize City, Belize on 4 February 2002;

Conscious of the decision of the Conference of Heads of Government of the Caribbean Community at the Fourteenth Inter-Sessional Meeting held in Trinidad and Tobago, 14 to 15 February 2003, to elaborate a Common Fisheries Regime;

Conscious also of the directive of the Ministers responsible for fisheries at the First Meeting of the Ministerial Council of the Caribbean Regional Fisheries Mechanism, held in Saint Vincent and the Grenadines on 16 January 2009, to elaborate the Common Fisheries Policy and defer consideration of matters relating to the Common Fisheries Regime;

Committed to fostering cooperation and collaboration among Participating Parties in the conservation, management and sustainable utilisation of fisheries resources and related ecosystems for the welfare and well-being of the peoples of the Caribbean;

Mindful of the relevant provisions of the 1982 United Nations Convention on the Law of the Sea; the 1983 Convention for the Protection and Development of the Marine Environment of the Wider Caribbean Region; the 1990 Protocol concerning Specially Protected Areas and Wildlife in the Wider Caribbean; the 1992 United Nations Convention on Biological Diversity; the 1993 Agreement to Promote Compliance with International Conservation and Management Measures by Fishing Vessels on the High Seas; the 1994 Barbados Programme of Action for the Sustainable Development of Small Island Developing States; the 1995 FAO Code of Conduct for Responsible Fisheries; the 1995 United Nations Agreement for the Implementation of the Provisions of the United Nations Convention on the Law of the Sea relating to the Conservation and Management of Straddling Fish Stocks and Highly Migratory Fish Stocks; the 2002 Johannesburg Declaration on Sustainable Development and the Plan of Implementation of the World Summit on Sustainable Development; the 2005 Mauritius Strategy for the Implementation of the Barbados Programme of Action; and the 2009 FAO Agreement on Port State Measures to Prevent, Deter and Eliminate Illegal, Unreported and Unregulated Fishing;

Recognising the Caribbean Sea as a large marine ecosystem that is shared by Members of the Caribbean Community and non- Member States and Territories;

Recognising also the importance of fisheries to social and economic development, food and nutrition security and the welfare of the peoples of the Caribbean;

Conscious that there exists within the jurisdiction of Participating Parties underexploited or unexploited fisheries resources of great value which represent a safeguard for the future development of fisheries and, when used sustainably, present

an opportunity to increase the contribution of fisheries to the social and economic development of the Caribbean Community;

Aware that many commercial species are fully or overexploited and are in need of management, conservation and rehabilitation;

Aware also that certain living marine resources, which are of interest to the peoples of the Caribbean, are shared, straddling or highly migratory and in some cases are harvested by Third States;

Conscious of the need to promote the sustainable utilisation of fisheries resources and the need to protect associated ecosystems through the efficient development, management and conservation of such resources;

Noting that Article 60 of the Revised Treaty provides that the Caribbean Community, in collaboration with competent national, regional and international agencies and organisations, shall promote the development, management and conservation of the fisheries resources in and among the Members of the Caribbean Community on a sustainable basis;

Noting also that Article 4(a) of the Agreement establishing the Caribbean Regional Fisheries Mechanism has among its objectives the efficient management and sustainable development of marine and other aquatic resources within the jurisdictions of the Members of CRFM;

Determined to ensure the long-term sustainable utilisation and conservation of the living aquatic resources within the jurisdictions of Participating Parties;

Recalling the United Nations General Assembly Resolutions supporting sustainable ocean management in the Caribbean;

Convinced that the implementation of the Caribbean Community Common Fisheries Policy will contribute to the enhanced treatment of the Caribbean Sea as a special area in the context of sustainable development;

Recognising the need to develop the Caribbean Community Common Fisheries Policy in consultation with all relevant parties, including representatives of fisherfolk organisations;

Have agreed as follows:

Article 1 Definitions

For the purpose of this Agreement, the following definitions shall apply:

- (a) “access agreement” means an agreement concluded between or among Participating Parties or between or among one or more Participating Parties and one or more Third States, for the purpose of exploiting the fisheries resources of a State or group of States;
- (b) “aquaculture” means all activities in fresh, brackish or salt waters aimed at the husbandry or culturing of fish or aquatic flora and includes ranching and hatchery-reared re-stocking practices;
- (c) “aquatic flora” means any aquatic plant, including parts or derivatives;

- (d) “Competent Agency” means an organisation designated by Participating Parties to support them in achieving the objectives of this Agreement;
- (e) “conservation” means the maintenance, improvement and use of natural resources according to principles that will assure both the sustainability of those resources and economic and social benefits for present and future generations;
- (f) “ecosystem” means a dynamic complex of plant, animal and micro-organism communities and their non-living environment interacting as a functional unit;
- (g) “ecosystem approach to fisheries management” means the balancing of diverse societal objectives, by taking account of the knowledge and uncertainties about biotic, abiotic and human components of ecosystems and their interactions and applying an integrated approach to fisheries within ecologically meaningful boundaries;
- (h) “fish” means any aquatic animal, including parts and derivatives;
- (i) “fisheries management and development plan” means a specific plan, policy or strategy for the management and development of single-species or multi-species fisheries in a sustainable manner;
- (j) “fisheries resources” means any harvestable fish or aquatic flora, natural or cultured;
- (k) “fishing” means:
 - i) the actual or attempted searching for, catching, taking or harvesting of fisheries resources;
 - ii) engaging in any activity which can reasonably be expected to result in the locating, catching, taking or harvesting of fisheries resources, for any purpose;
 - iii) placing, searching for or recovering fish aggregating devices or associated electronic equipment, such as radio beacons;
 - iv) any other operations at sea, on a lake, in a river or within any other water body in connection with, or in preparation for, any activity described in paragraphs (i) to (iii), including transshipment; and
 - v) use of any other vessel, vehicle, aircraft or hovercraft, for any activity described in paragraphs (i) to (iv),but does not include any operation related to emergencies involving the health or safety of crew members or the safety of a vessel;
- (l) “fishing effort” means the level of fishing, as may be defined, *inter alia*, by the number of fishing vessels, the number of fishers, the amount of fishing gear and technology that may enhance catchability and the time spent on fishing or searching for fish;
- (m) “fishing vessel” means any vessel, boat, ship or other craft, including associated equipment, which is used for or is intended to be used for fishing;
- (n) “Participating Party” means any State or Territory that has signed or acceded to this Agreement;

- (o) “precautionary approach to fisheries management” means an approach to management according to which:
- i) Participating Parties shall be more cautious when information is uncertain, unreliable or inadequate; and
 - ii) the absence of adequate scientific information shall not be used as a reason for postponing or failing to take conservation and management measures;
- (p) “Revised Treaty” means the Revised Treaty of Chaguaramas establishing the Caribbean Community including the CARICOM Single Market and Economy, signed by Heads of Government in Nassau, Bahamas on 5 July 2001;
- (q) “Secretary-General” means the Secretary-General of the Caribbean Community;
- (r) “SPS” means sanitary and phytosanitary standards;
- (s) “stock” means fisheries resources in a given management area; and
- (t) “Third State” means a State or Territory that is not a party to this Agreement.

Article 2 Establishment of the Caribbean Community Common Fisheries Policy

This Agreement establishes the Caribbean Community Common Fisheries Policy.

Article 3 Participation

Participation in this Agreement is open to:

- (a) Members of the Caribbean Community, in accordance with Article 25 or Article 26; and
- (b) any other Caribbean State or Territory that is, in the opinion of the Participating Parties, able and willing to exercise the rights and assume the obligations under this Agreement, in accordance with Article 26.

Article 4 Vision, Goal and Objectives

4.1 Vision

The vision of the Caribbean Community Common Fisheries Policy is effective cooperation and collaboration among Participating Parties in the conservation, management and sustainable utilisation of the fisheries resources and related ecosystems in the Caribbean region in order to secure the maximum benefits from those resources for the Caribbean peoples and for the Caribbean region as a whole.

4.2 Goal

The goal of the Caribbean Community Common Fisheries Policy is to establish, within the context of the Revised Treaty, appropriate measures for: the conservation, management, sustainable utilisation and development of fisheries resources and related ecosystems; the building of capacity amongst fishers and the optimisation of the social and economic returns from their fisheries; and the promotion of competitive trade and stable market conditions, so as to realise the vision expressed in Article 4.1.

4.3 Objectives

The objectives of the Caribbean Community Common Fisheries Policy are to:

- (a) promote the sustainable development of fishing and aquaculture industries in the Caribbean region as a means of, *inter alia*, increasing trade and export earnings, protecting food and nutrition security, assuring supply to Caribbean markets and improving income and employment opportunities;
- (b) develop harmonised measures and operating procedures for sustainable fisheries management, post-harvest practices, fisheries research and fisheries trade and the administration of the fishing industry;
- (c) improve the welfare and livelihoods of fishers and fishing communities;
- (d) prevent, deter and eliminate illegal, unreported and unregulated fishing, including by promoting the establishment and maintenance of effective monitoring, control, and surveillance systems;
- (e) build the institutional capabilities of Participating Parties, *inter alia*, to conduct research, collect and analyse data, improve networking and collaboration among Participating Parties, formulate and implement policies and make decisions;
- (f) integrate environmental, coastal and marine management considerations into fisheries policy so as to safeguard fisheries and associated ecosystems from anthropogenic threats and to mitigate the impacts of climate change and natural disasters;
- (g) transform the fisheries sector towards being market-oriented, internationally-competitive and environmentally-sustainable, based on the highest international standards of quality assurance and sanitary and phytosanitary systems;
- (h) strengthen, upgrade and modernise fisheries legislation; and
- (i) facilitate the establishment of a regime for SPS for the fisheries sector.

Article 5 Fundamental Principles

The following fundamental principles shall guide the implementation of this Agreement:

- (a) use of the best available scientific information in fisheries management decision-making, taking into consideration traditional knowledge concerning the resources and their habitats as well as environmental, economic and social factors;
- (b) application of internationally-recognised standards and approaches, in particular the precautionary approach to fisheries management and the ecosystem approach to fisheries management;
- (c) the principle that the level of fishing effort should not exceed that commensurate with the sustainable use of fisheries resources;
- (d) the participatory approach, including consideration of the particular rights and special needs of traditional, subsistence, artisanal and small scale fishers;
- (e) principles of good governance, accountability and transparency, including the equitable allocation of rights, obligations, responsibilities and benefits; and

- (f) the principle of subsidiarity, in particular that the Competent Agency will only perform those tasks which cannot be more effectively achieved by individual Participating Parties.

Article 6 Scope

- 6.1. The Agreement shall apply to: the development and management of fisheries and aquaculture; the conservation, sustainable development and management of fisheries resources and related ecosystems; the production, processing, marketing and trading of fishery and aquaculture products; and to the welfare of fishers.
- 6.2. The Agreement shall apply within areas under the jurisdiction of Participating Parties, on board fishing vessels flying the flag of a Participating Party and, subject to the primary jurisdiction of the flag State when fishing takes place on the high seas or the coastal State when fishing takes place in the waters of a Third State, to nationals of Participating Parties.

Article 7 General Undertakings on Implementation

- 7.1. Participating Parties shall take all appropriate measures to secure the fulfilment of obligations arising under this Agreement and shall abstain from any measures which could jeopardise the attainment of its objectives.
- 7.2. Participating Parties undertake to adopt, as appropriate, detailed rules for the implementation of this Agreement, in particular by preparing Protocols in accordance with Article 20.
- 7.3. Participating Parties undertake to establish or designate a regional organisation as the Competent Agency with responsibility for implementing this Agreement and, as appropriate, any Protocols adopted under it and, if necessary, to establish such an organisation by means of a Protocol adopted under Article 20.

Article 8 Role of the Competent Agency

- 8.1. The Competent Agency, where requested by one or more Participating Parties, and in accordance with the principle of subsidiarity in Article 5(f), shall cooperate with and provide assistance to those Participating Parties in order to support them in achieving the objectives of this Agreement or in discharging their obligations under it.
- 8.2. The functions which may be performed by the Competent Agency pursuant to Article 8.1, shall include:
- (a) providing technical assistance and advice in connection with the implementation of this Agreement, including where appropriate technical assistance and advice on national policy, management or law or on subregional, regional or global policy, management or law;
 - (b) making recommendations on any of the matters referred to in paragraph (a);
 - (c) coordinating or undertaking data collection, research and development activities;

- (d) providing coordination or cooperation facilities, services or mechanisms, as may be required to fulfil the objectives of this Agreement;
 - (e) identifying and mobilising technical and financial resources, in collaboration with multilateral and bilateral donor agencies, to build the research, administrative and management capacities of Participating Parties;
 - (f) supporting Participating Parties in their relations with Third States, directly or in relevant international organisations, including by providing representation at the international level of the Participating Parties collectively;
 - (g) any other functions which may be requested by one or more Participating Parties for purposes related to implementation of this Agreement.
- 8.3. In providing assistance and facilitation under Article 8.1 and in carrying out its functions under this Agreement, the Competent Agency shall:
- (a) give effect, as far as possible, to the Vision, Goal and Objectives set out in Article 4; and
 - (b) be guided by the Principles set out in Article 5 and by applicable principles set out in the Community Agricultural Policy and the Fisheries Management and Development provisions of the Revised Treaty and by principles provided for in any other applicable international agreements concerning fisheries.
- 8.4. Participating Parties and the Competent Agency shall agree on rules of procedure, including as necessary any budgetary contributions or other financial regulations, for the carrying out functions by the Competent Agency under this Agreement.
- 8.5. The Participating Parties shall review the role and functions set out for the Competent Agency by this Agreement and if necessary shall modify, supplement or remove those functions by means, as appropriate, of a Protocol adopted under Article 20 or by amendment to this Agreement under Article 22.

Article 9 Access to Fisheries Resources

9.1. Without prejudice to the jurisdiction and authority of Participating Parties over fisheries resources in areas under their national jurisdiction, and existing obligations under the Revised Treaty, Participating Parties may consider entering into:

- (a) arrangements, including access agreements, with other Participating Parties for the purpose of providing access to fishing opportunities in their waters; and
- (b) such arrangements or access agreements with Third States or international organisations; and

in doing so, subject to the limits of their capabilities, shall take account of the applicable provisions of the United Nations Convention on the Law of the Sea and other instruments, including the objective of optimum utilisation and the provision of access to surplus fisheries resources.

9.2. Participating Parties shall seek to:

- (a) develop opportunities and to promote the equal participation of Participating Parties in fisheries on the high seas, and

(b) develop opportunities in areas within the national jurisdiction of Third States, and to this end shall collaborate directly or through the Competent Agency and other competent regional and international fisheries bodies.

Article 10 Fisheries Sector Development

Participating Parties, to the extent of their capabilities, will endeavour to promote and adopt measures to enhance the development of the fisheries and aquaculture sectors and to improve the welfare and socio-economic conditions of fishers and fishing communities, including, *inter alia*, by:

- (a) improving the business, financial and insurance environment;
- (b) promoting and facilitating joint ventures;
- (c) promoting access to training;
- (d) supporting capital investment;
- (e) promoting the involvement of stakeholders, in particular in planning and management activities, including by supporting the formation and strengthening of fisherfolk organisations; and
- (f) supporting and protecting the rights of traditional, subsistence, artisanal and small-scale fishers.

Article 11 Statistics and Research

The Participating Parties, acting directly and, where appropriate, in collaboration with other Participating Parties, Third States, the Competent Agency or relevant international organisations, and in an effort to achieve the objectives of this Agreement, are required, *inter alia*, to:

- (a) collect and compile fisheries catch and fishing effort, registration and licensing data as well as biological, ecological, economic, social, aquaculture and any other relevant data;
- (b) conduct research in order to:
 - i) ascertain the status of fish stocks;
 - ii) determine the effects of environmental changes on fisheries and aquatic ecosystems;
 - iii) analyse the effectiveness of management and conservation measures;
 - iv) evaluate the social and economic performance of fisheries and aquaculture;
 - v) determine the development potential of underutilised and unutilised fisheries resources; and
 - vi) otherwise contribute to the fulfilment of an objective of this Agreement;
- (c) develop and maintain national and regional databases relating to (a) and (b) and develop and adopt appropriate standards for data and information sharing ; and

- (d) analyse data and information collected and, subject to any confidentiality requirements, to disseminate it periodically to Participating Parties and the Competent Agency.

Article 12 Conservation and Management of Fisheries Resources

- 12.1. The Participating Parties shall formulate, adopt, implement and revise conservation and management measures and, where appropriate, fisheries management and development plans on the basis of the best available information, including traditional knowledge.
- 12.2. The Participating Parties shall formulate, adopt and implement conservation and management measures and development strategies on the basis of:
- (a) fisheries management and development plans and other fishery-specific conservation, management and recovery plans;
 - (b) the Fundamental Principles set out in Article 5; and
 - (c) as appropriate, other provisions of this Agreement and other relevant international standards in fisheries management.
- 12.3. In implementing Article 12.1, Participating Parties shall, where appropriate, seek to adopt harmonised measures, legislation, plans or strategies.
- 12.4. The Participating Parties shall cooperate with regional fisheries management organisations and, as appropriate, other international organisations in the management of shared, straddling and highly migratory fish stocks.
- 12.5. Participating Parties shall discourage the use of measures and practices that will contribute to unsustainable fishing.

Article 13 Registration and Licensing

- 13.1. Participating Parties shall take into account the status of available fisheries resources and existing fishing capacity when registering and licensing fishing vessels, fishers and other operators in the fisheries and aquaculture sector.
- 13.2. In order to maintain the balance between fishing capacity and fisheries resources, Participating Parties, to the extent of their capabilities, shall, *inter alia*:
- (a) establish and maintain a national register of fishing vessels flying its flag;
 - (b) establish and maintain a national licensing system for fishing vessels flying its flag;
 - (c) establish and maintain a record of licences or authorisations issued to fishing vessels, fishers and other operators in the fisheries and aquaculture sector; and
 - (d) cooperate with the Competent Agency to establish and maintain a regional fishing fleet register.
- 13.3. In implementing Article 13.2, Participating Parties, where appropriate through the Competent Agency, shall consider the development of harmonised procedures or common standards in relation to licensing systems.

- 13.4. The Participating Parties shall, in accordance with agreed procedures, share with the Competent Agency information collected through the national registers established under Article 13.2(a) and the records under Article 13.2(c) for the purpose of maintaining a regional register under Article 13.2(d).

Article 14 Inspection, Enforcement and Sanctions

- 14.1. Each Participating Party, to the extent of its capabilities, shall develop, either directly or through cooperation with other Participating Parties or the Competent Agency, as appropriate, such inspection and enforcement measures as are necessary to ensure compliance with:

- (a) the rules contained in and adopted pursuant to this Agreement;
- (b) national regulations relating to fisheries; and
- (c) rules of international law, binding on the Participating Party concerned.

- 14.2. The inspection and enforcement measures referred to in Article 14.1 shall apply to rules applicable in the territory of the Participating Party, in waters under its jurisdiction, on fishing vessels flying its flag and, where appropriate, and subject to the primary jurisdiction of the flag State when fishing takes place on the high seas or the coastal State when fishing takes place in the waters of a Third State, to its nationals, wherever they may be.

- 14.3. In implementing Article 14.1, Participating Parties shall, *inter alia*:

- (a) monitor, control and undertake surveillance of their maritime space and co-operate in monitoring, controlling and undertaking surveillance of areas contiguous to their maritime space in order to prevent, deter and eliminate illegal, unreported and unregulated fishing as appropriate;
- (b) establish an appropriate vessel monitoring system to monitor the position and activity of vessels flying their flag;
- (c) adopt port and “at sea” inspection schemes;
- (d) take inspection and enforcement measures necessary to ensure compliance with the rules of this Agreement;
- (e) ensure that appropriate and effective measures are taken against violators of the applicable rules and in particular that such measures are capable, in accordance with the relevant provisions of national law, of effectively depriving those responsible of the economic benefit of the infringements and of producing results proportionate to the seriousness of such infringements.

Article 15 Confidentiality and Intellectual Property Rights

- 15.1. Participating Parties shall retain ownership of any data, information or product made available to other Participating Parties or to the Competent Agency as a result of the implementation of this Agreement.
- 15.2. All intellectual property rights in data, documents and products developed by the Competent Agency in the course of implementing this Agreement shall, subject to and in accordance with any relevant contractual obligation, belong to the Competent Agency.

- 15.3. All intellectual property rights in data, documents and products developed by the Competent Agency from material made available by one or more Participating Parties shall jointly belong to the Competent Agency and the Participating Parties involved.
- 15.4. The Competent Agency shall make available to public institutions and others, for non-commercial and educational purposes, such of its informational products as it considers appropriate.
- 15.5. The Competent Agency and Participating Parties shall maintain the confidentiality of any proprietary information or any other information provided on a confidential basis by any other Participating Party and shall refrain from disclosing such information to third parties or using it for purposes other than those for which it was provided.
- 15.6. The identity of individuals from whom research data or information is obtained shall be kept strictly confidential. No information revealing the identity of any individual shall be included in any report or other communication, unless the individual concerned has given prior consent in writing to such inclusion.

Article 16 Dissemination of Information

- 16.1. Participating Parties shall disseminate to other Participating Parties and to the Competent Agency:
 - (a) statistical data on fisheries;
 - (b) information on research findings;
 - (c) information on proposed management programmes;
 - (d) information resulting from implementation of management programmes; and
 - (e) information on the activities taken for the implementation of this Agreement.
- 16.2. Participating Parties and the Competent Agency shall disseminate relevant information to stakeholders to enable them to be familiar with regional and international developments in fisheries and thereby facilitate informed decision-making and widespread acceptance of and participation in this Agreement.
- 16.3. Participating Parties shall promptly notify the Competent Agency and other Participating Parties of any localised threats, whether actual or potential, to their fisheries and marine ecosystems which may cause harm to the fisheries resources, environment or economic interest of other Participating Parties.
- 16.4. Nothing in this Agreement shall be deemed to require a Participating Party, in fulfilment of its obligations under this Agreement, to supply information, the disclosure of which is contrary to its national security interests.

Article 17 Public Awareness

The Participating Parties shall promote public awareness of good conservation, exploitation and management policies and practices in relation to this Agreement by, *inter alia*:

- (a) informing stakeholders of the status of this Agreement;

- (b) strengthening regional and subregional institutions working with citizens, especially fishers and fishing communities, with a view to increasing knowledge and understanding of methods of conserving, sustaining and preserving living aquatic resources and of avoiding overexploitation of them;
- (c) collaborating with relevant educational institutions to introduce sustainable use of living aquatic resources into their programmes;
- (d) establish research and education programmes to raise awareness of the impact of global warming, climate change, sea level rise and other environmental changes on the fisheries sector; and
- (e) promoting recognition of the Caribbean Sea as a special area in the context of sustainable development.

Article 18 Marketing and Trade of Fisheries Resources

18.1. The Participating Parties, acting where appropriate in collaboration with other Participating Parties, Third States, the Competent Agency or relevant international organisations, and in an effort to achieve the objectives of this Agreement, shall develop, *inter alia*:

- (a) harmonised food quality assurance legislation;
- (b) harmonised intra-regional SPS measures;
- (c) common marketing standards for fisheries and aquaculture products; and
- (d) national or common policies, measures and standards to:
 - i) encourage stable market conditions;
 - ii) promote the production and marketing of fishery products;
 - iii) develop new and existing markets in fishery products including external markets for the Caribbean region's fisheries products;
 - iv) enhance intelligence on developments in internal and external markets at all levels;
 - v) facilitate trade between the Participating Parties;
 - vi) strengthen relevant human, institutional and technological capacities, including the transfer and development of relevant technologies; and
 - vii) otherwise improve the management of fish-handling practices, marketing or trade in the Participating Parties.

18.2. In implementing Article 18.1, Participating Parties shall act consistently with their obligations under relevant international agreements, and in particular those under the Revised Treaty and the World Trade Organisation agreements, where applicable, and shall also take into account relevant international standards on trade, marketing and SPS.

Article 19 Links with International Organisations

In order to promote the objectives of this Agreement, the Competent Agency shall facilitate the development of strategic alliances and partnerships with relevant agencies created by multilateral environmental agreements as well as regional fisheries

management organisations and arrangements and other relevant national, regional and international agencies and organisations, whether governmental or non-governmental.

Article 20 Protocols

20.1. Participating Parties undertake to prepare Protocols relating to:

- (a) the Competent Agency;
- (b) research on fisheries and associated ecosystems;
- (c) harmonisation of fisheries legislation;
- (d) cooperation in monitoring, control and surveillance to combat illegal, unregulated and unreported fishing;
- (e) establishment of a common fisheries zone;
- (f) aquaculture;
- (g) establishment of a regional fisheries management organisation or arrangement;
- (h) sanitary and phytosanitary measures;
- (i) data and information sharing;
- (j) enforcement;
- (k) settlement of disputes; and
- (l) any other matter for which protocols are necessary for the implementation of this Agreement.

20.2. Pending the preparation of the Protocols set out in Article 20.1, Participating Parties may cooperate on arrangements of a provisional nature in the above fields.

20.3. Participating Parties shall agree, with respect to each Protocol, on the procedure for the preparation and adoption of each Protocol.

20.4. Protocols which have been concluded under this Agreement shall form an integral part of this Agreement and, unless expressly provided otherwise, a reference to this Agreement includes a reference to the Protocols.

Article 21 Reporting, Review and Development

21.1. The Competent Agency shall submit annual reports to the Council for Trade and Economic Development (COTED) and the Council for Foreign and Community Relations (COFCOR) on the implementation of this Agreement.

21.2. Participating Parties shall, in light of changing circumstances, and in any event no later than 5 years after its entry into force, review this Agreement, as may be required to achieve its vision, goal and objectives.

21.3. The review and development referred to in Article 21.2 may include, *inter alia*:

- (a) consultation with stakeholders to assess the impacts of this Agreement and, if required, development of proposals for its implementation or amendment;

- (b) provision by the Competent Agency of technical support for the consultations and the analysis of the consultation results in order to inform decision-making;
- (c) such other formal procedures or other methods as Participating Parties consider necessary to facilitate the implementation of this Agreement.

Article 22 Amendments

- 22.1. A Participating Party may, by written communication addressed to the Secretary-General, propose an amendment to this Agreement.
- 22.2. This Agreement may be amended by the unanimous decision of the Participating Parties.
- 22.3. An amendment to this Agreement shall enter into force one month after the date on which the last Participating Party has signed the amendment or such other date as the Participating Parties have agreed.

Article 23 Dispute Settlement

The procedures for the settlement of disputes set out in the Revised Treaty shall apply *mutatis mutandis* to the settlement of disputes concerning the interpretation or application of this Agreement, whether or not the parties to the dispute are Parties to the Revised Treaty.

Article 24 Depositary

The Secretary-General shall be the depositary of this Agreement and any amendments or revisions thereto. The depositary shall register this Agreement with the Secretary-General of the United Nations in accordance with Article 102 of the Charter of the United Nations.

Article 25 Signature

This Agreement is open for signature by any Member of the Caribbean Community.

Article 26 Accession

Members of the Caribbean Community and, subject to the consent of a majority of Participating Parties, any other Caribbean State or Territory, may accede to this Agreement after it has entered into force.

Instruments of Accession shall be deposited with the Secretary-General who shall transmit certified copies to Participating Parties.

Article 27 Entry into Force

This Agreement shall enter into force signature by eight Members of the Caribbean Community under Article 25.

Article 28 Withdrawal

- 28.1. A Participating Party may withdraw from this Agreement by giving written notice to the Secretary-General. The withdrawal shall take effect one year after the date of notification unless the notification specifies a later date.
- 28.2. A notification given under Article 28.1 may be cancelled at any time before it becomes effective by giving further written notice to the Secretary-General.
- 28.3. The Secretary-General shall promptly notify the other Participating Parties of any notification received under Article 28.1 or 28.2.
- 28.4. Withdrawal from this Agreement shall not:
- (a) affect any financial obligations incurred by the withdrawing Participating Party prior to its withdrawal becoming effective; or
 - (b) remove or limit any obligations in respect of confidentiality of data or intellectual property rights to which the withdrawing Participating Party was subject prior to its withdrawal becoming effective.

IN WITNESS WHEREOF the Participating Parties, being duly authorised thereto, have appended their signature to this Agreement.

DONE AT _____, this _____ day of _____ Two
Thousand and Eleven.