

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE GOVERNMENT OF CANADA
AND
THE ASSOCIATION OF SOUTHEAST ASIAN NATIONS
CONCERNING THE
ASEAN-CANADA FISHERIES POST HARVEST
TECHNOLOGY PROJECT - PHASE II

WHEREAS the Government of Canada (hereinafter called "CANADA") wishes to assist the Association of Southeast Asian Nations (hereinafter called "ASEAN") in the implementation of the ASEAN-Canada Fisheries Post Harvest Technology Project - Phase II (hereinafter called the "Project") as described in Annex "A" and Annex "B", attached hereto;

WHEREAS the ASEAN countries (Brunei Darussalam, Indonesia, Malaysia, Philippines, Singapore and Thailand) have through a collective agreement, decided to undertake the Project and have designated the Government of Brunei Darussalam as their representative for the purposes of this Memorandum;

AND WHEREAS Brunei Darussalam agrees to act as the representative of ASEAN and to be a party to this Memorandum;

NOW, THEREFORE, Canada, ASEAN and Brunei Darussalam agree as follows:

ARTICLE I
NATURE OF THE MEMORANDUM OF UNDERSTANDING

SECTION 1.01

This Memorandum of Understanding is intended only to set out the responsibilities of the Parties in relation to the Project.

SECTION 1.02

This Memorandum of Understanding shall be deemed :-

- a. In respect of INDONESIA, to be a subsidiary arrangement made pursuant to the General Agreement on Development Cooperation between the Government of Canada and the Republic of Indonesia, dated May 21, 1991.
- b. In respect of MALAYSIA, to be a subsidiary arrangement made pursuant to the General Agreement on Development Cooperation between the Governments of Canada and Malaysia, dated May 16, 1986.
- c. In respect of THAILAND, to be a subsidiary arrangement made pursuant to the General Agreement on Development Cooperation between the Governments of Canada and Thailand, dated January 5, 1983.

SECTION 1.03

For the purpose of this Memorandum of Understanding, BRUNEI DARUSSALAM, PHILIPPINES and SINGAPORE will undertake to assist Canadian personnel who may be required from time to time to liaise and/or work with Government officials in order to further the program's objectives (more particularly set forth in Annex A).

ARTICLE II

RESPONSIBLE AUTHORITIES

SECTION 2.01

CANADA designates the Canadian International Development Agency (hereinafter called "CIDA") as the agency responsible for the implementation of its obligations under this Memorandum of Understanding.

SECTION 2.02

ASEAN designates Brunei Darussalam as their representative for the purpose of this Memorandum of Understanding.

SECTION 2.03

ASEAN designates Singapore as the country responsible for coordinating the Project and the Marine Fisheries Research Department/Southeast Asian Fisheries Development Center (hereinafter called "MFRD/SEAFDEC") as the agency responsible for the implementation of their obligations under this Memorandum of Understanding.

ARTICLE III
THE PROJECT

SECTION 3.01

CANADA and ASEAN shall participate in the implementation of the ASEAN-Canada Fisheries Post Harvest Technology Project - Phase II (hereinafter called the "Project"). The objective of the Project is to assist ASEAN to increase its fishery productivity for export and domestic use through improvements to fisheries post harvest activities.

ARTICLE IV
MANAGEMENT PLAN

SECTION 4.01

For implementation of the Project, CANADA and ASEAN will develop a Management Plan which will constitute an operational document between MFRD/SEAFDEC, Brunei Darussalam and CIDA. The Management Plan will be completed and signed within ninety (90) days from the date of this Memorandum of Understanding, and when duly signed on behalf of CANADA and ASEAN will be attached hereto as Annex "B" and will contain, inter alia, the following:

- (a) a detailed description of the Project;
- (b) an outline of the methods and means to be used to carry out the Project;
- (c) a schedule for the implementation of the Project activities, including a milestone chart;
- (d) the reporting requirements for the Project;

- (e) the nature, timing and responsibilities for Project evaluations and the means by which they shall be made;
- (f) the resources required for the Project; and
- (g) a statement of additional obligations, duties and responsibilities of CANADA and ASEAN together with their contributions.

ARTICLE V
CONTRIBUTION OF CANADA

SECTION 3.01

CANADA will contribute an amount not exceeding eight million Canadian dollars (Cdn \$8,000,000) to be used toward:

- (a) the establishment of three regional centres in the ASEAN region each concerned with a particular element of fisheries post harvest technology: 1) information preparation and dissemination, 2) fishery inspection and quality control and 3) fishery processing technology;
- (b) the development and implementation of a fisheries post harvest technology information system among ASEAN countries;
- (c) the development and implementation of improved industrial fisheries post harvest technology among ASEAN countries;
- (d) the development and implementation of a fishery quality control and inspection program in each ASEAN country;
- (e) the provision of training, principally through short-term scholarships, to personnel involved in fisheries post harvest technology activities in the ASEAN region.

SECTION 5.02

The proceeds of the contribution shall not be used by ASEAN to pay any taxes, fees, customs duties or any other levies or charges imposed directly or indirectly by ASEAN on any goods, materials, equipment, vehicle and services purchased or acquired for, or related to, the execution of the Project.

ARTICLE VI
CONTRIBUTION OF ASEAN

SECTION 6.01

ASEAN will contribute the following:

- (a) take all necessary steps to implement the Project;
- (b) receive in trust all Canadian assistance to be provided for the Project, and ensure that proper accounts are maintained;
- (c) ensure that Project quarterly expenditure statements and progress reports and general reports are duly submitted to CIDA;
- (d) ensure that all Project activities to be undertaken are diligently carried out;
- (e) make available existing facilities and required support for implementation of Project activities;
- (f) provide exemption from import, customs and other duties and taxes on all equipment and material supplied for the Project;
- (g) exempt Canadian personnel entering ASEAN countries to work on the Project from the payment of:
 - i) resident and local taxes for the duration of the Project;
 - ii) import, customs and other taxes on all professional and technical equipment required for use in assignments in the Project ; and

- iii) import, customs and other taxes on personal and household effects imported within six months of the commencement of their assignments;
- (h) provide other Project requirements all as more particularly set forth in Annex "B".

SECTION 6.02

- (a) The Governments of ASEAN shall indemnify and save harmless the Government of Canada, Canadian firms and Canadian firms and Canadian personnel from civil liability under the law of their respective countries arising from the execution of official acts which are necessary for the implementation of any specific project directly concerning their respective countries, established under subsidiary agreements.
- (b) This indemnity shall not apply to grossly negligent acts, wilful misconduct, or acts taken in furtherance of the internal or personal affairs of the persons mentioned in para (a) above.

ARTICLE VII INFORMATION

SECTION 7.01

ASEAN and CANADA shall ensure that this Memorandum of Understanding is carried out with due diligence and efficiency and each shall furnish to the other all such information relating to the Project as shall reasonably be requested.

ARTICLE VIII COMMUNICATIONS

SECTION 8.01

Any communications or documents given, made or sent by either ASEAN or CANADA pursuant to this Memorandum of Understanding, shall be in writing and shall be deemed to have been duly given, made or sent to the Party to which it is addressed at the time

of its delivery by hand, mail, telegram, cable or radiogram at its respective address, namely:

For ASEAN: The Director
Fisheries Division
Primary Production Department
2nd Storey, National Development Bldg.
Maxwell Road
Singapore 0106

Cable Address: AGRIVET

Telex: RS 28851 PPD

Telefax: (65) 220-6068

For CANADA: The Director
ASEAN Regional Development
Cooperation Program
c/o Canadian High Commission
80 Anson Road
#15-02 IBM Towers
Singapore 0207

Cable Address: DOMCAN

Telex: RS 21277 DOMCAN

Telefax: (65) 222-7439

SECTION 8.02

Any one of the Parties hereto may, by written notice to the other Party hereto, change the address to which any notice or request intended for the Party so giving such notice shall be addressed.

SECTION 8.03

All communications and documents submitted to CANADA shall be in either the English or the French language, and those submitted to ASEAN shall be in the English language.

ARTICLE IX
INTERPRETATION

SECTION 9.01

Differences which may arise in the application of the provisions of this Memorandum of Understanding shall be settled by means of negotiations between CANADA and ASEAN or by any other manner mutually agreed upon by their respective Governments.

ARTICLE X
ENTIRE UNDERSTANDING

SECTION 10.01

This Memorandum of Understanding together with Annex "A" and Annex "B" which form an integral part hereof constitutes the entire understanding between the Parties with respect to the Project.

ARTICLE XI
CONSULTATION

SECTION 11.01

CANADA and ASEAN will endeavour to consult each other in respect of any matter that may from time to time arise in connection with this Memorandum of Understanding.

ARTICLE XII
GENERAL PROVISIONS

SECTION 12.01

This Memorandum of Understanding shall come into force and effect on the date of signature and shall expire on the 24th day of July 1996. This Memorandum of Understanding may be amended from time to time, as deemed necessary, by mutual agreement by an exchange of letters.

IN WITNESS WHEREOF, the undersigned have signed this Memorandum of Understanding in duplicate in Kuala Lumpur on the 24th day of July, 1991.