



**COOPERATION AGREEMENT
BETWEEN
DIRECTORATE GENERAL OF CAPTURE FISHERIES
INDONESIA'S MINISTRY OF MARINE AFFAIRS AND FISHERIES
AND
ASOSIASI PERIKANAN POLE & LINE DAN HANDLINE INDONESIA**

Number : 02/PT/KKP/PKS/VI/2018

Number : 001/PKS/AP2HI-DJPT/VI/2018

**ABOUT
POLE AND LINE, HANDLINE, AND TROLL LINE FISHERIES IMPROVEMENT
PROGRAM**

On this day, Friday, the first of June, Two thousand-and-eighteen (01/06/2018), located in Bali, the undersign:

1. Name : M ZULFICAR MOCHTAR

**Position : Director General of Capture Fisheries,
Ministry of Marine Affairs and Fisheries**

In this case acting for and on behalf of Directorate General of Capture Fisheries, Ministry of Marine Affairs and Fisheries located at Jalan Medan Merdeka Timur Number 16 Central Jakarta hereinafter referred to as **FIRST PARTY**.

2. Name : ABDUL MUIS SULAIMAN

**Position : General Manager of Asosiasi Perikanan Pole & Line dan
Handline Indonesia**

In this case acting for and on behalf of Asosiasi Perikanan Pole & Line dan Handline Indonesia (AP2HI) located at Gondangdia Lama 25 Building Jalan R.P Soeroso Number 25/ Annex 25 Jakarta 10330 hereinafter referred to as **SECOND PARTY**.

Separately, hereinafter, referred to as PARTY and collectively referred to as PARTIES.

Based on the following considerations that:

1. the **FIRST PARTY** is a working unit within the Ministry of Marine Affairs and Fisheries having the task of organising the formulation and implementation of policies in the field of capture fisheries management;
2. the **SECOND PARTY** is an institution with the objective of improving the Indonesian pole & line and handline capture fisheries for the welfare of present and future generations, with the Second Party having the task to develop the pole & line and handline capture fisheries improvement programs;
3. Indonesia is one of the largest fishery producing countries in the world, and thus the **SECOND PARTY** established a mechanism to encourage sustainable fisheries improvement practices through a program called the Fisheries Improvement Program (hereafter called FIP) to meet the requirements of eco-certification standards and seafood rating systems (eg Marine Stewardship Council, Monterey Bay Aquarium Seafood Watch, Ocean Wise Seafood Programme etc.);
4. the **FIRST PARTY** is a government institution that supports and has the objective to implement a sustainable tuna fisheries improvement program, and thus committed to help each other in the development of the FIP program.

Therefore, **PARTIES** agree to cooperate with the terms and conditions as stated in the following articles:

Article 1

Objective

The objective of this Cooperation Agreement is to realise the sustainable management of tuna fisheries and their associated ecosystem through the implementation of a fisheries improvement program (FIP), onboard observer program, and training and evaluation system for Good Way of Handling of Fish (CPIB) for the pole & line, handline and troll line tuna fisheries.

Article 2

Scope

Both parties agree to conduct the following activities:

- a. the development and implementation of the FIP for the pole & line, handline, and troll line tuna fisheries in order to ensure sustainable tuna stocks, minimise environmental impacts, and support effective fisheries management;
- b. implementation of onboard observer program on tuna pole & line, handline, and troll line vessels;
- c. implementation of training and evaluation systems for Fish Handling Skill certification (SKPI), Feasibility of Handling and Storage of Fish on Fishing Vessel and/or Carrier Vessel certification (SKPPI) and Good Way of Handling of Fish (CPIB).

Article 3

DUTIES OF THE PARTIES

(1) **FIRST PARTY** shall be obliged to:

- a. develop, set out, and implement the FIP for the pole & line, handline, and troll line tuna fisheries, together with **SECOND PARTY**, including the establishment of a Commission for the improvement of tuna fishery management;
- b. provide onboard observers, coordinate with the **SECOND PARTY** in setting the schedule for deploying observers onboard the vessels, provide a contract for each observer deployed by the **FIRST PARTY**, provide forms agreed by **THE PARTIES** for data collection by onboard observers, fund onboard observer deployments as agreed by **THE PARTIES**, providing tools and equipment required by the observer to do his work on board the vessel; coordinate with the **SECOND PARTY** in analysing the data collected, and evaluate the observer's work together with the **SECOND PARTY**; and
- c. conduct training and apply evaluation system for Fish Handling Skill certification (SKPI), Feasibility of Handling and Storage of Fish on Fishing Vessel and/or Carrier Vessel certification (SKPPI) and Good Way of Handling of Fish (CPIB), including the provision of the training instructors.

(2) **SECOND PARTY** shall be obliged to:

- a. Together with the **FIRST PARTY**, develop, implement, and evaluate the FIP for the pole & line, handline, and troll line tuna fisheries, including the provision of experts to support the **FIRST PARTY** in implementing the FIP;
- b. Together with the **FIRST PARTY**, develop, implement, and evaluate the onboard observer program, among other things, through:

- 1) the coordination with the pole & line, handline, and troll line vessel owners (no purpose is stated here);
 - 2) the coordination with the pole & line, handline, and troll line industry stakeholders and market supporters regarding a provision of financial support for observers to be deployed in the vessels to meet sustainability demands;
 - 3) providing documents required for the onboard observer deployment;
 - 4) providing tools and equipment required by the observers to do their work on board the vessels;
 - 5) analysing the data collected;
 - 6) setting schedule for deploying the observers onboard the vessels; and
 - 7) conducting training and providing the training materials for the assigned onboard observers.
- c. support the training and application of the evaluation system for Fish Handling Skill certification (SKPI), Feasibility of Handling and Storage of Fish on Fishing Vessel and/or Carrier Vessel certification (SKPPI) and Good Way of Handling of Fish (CPIB).

Article 4

Implementation

- (1) For the implementation of this Cooperation Agreement, the **THE PARTIES** will appoint their representatives to develop and implement Action Plans for the FIP, the deployment of onboard observers, and training and evaluation programs for: SKPI, SKPPI, CPIB.
- (2) The Action Plan referred to in paragraph (1) shall be an integral part of this Cooperation Agreement.

Article 5

Financing

All costs incurred as a result of this Cooperation Agreement shall be borne and charged to **THE PARTIES** in accordance with the Action Plan agreed upon by **THE PARTIES**.

Article 6

Dispute Resolution

In the event of a dispute concerning the implementation of this Cooperation Agreement, **THE PARTIES** shall first and foremost seek an amicable settlement with deliberation to ensure mutual consent.

Article 7

Validity Period

- (1) This Cooperation Agreement shall be valid for a period of 2 (two) years, starting on the date of signature by **THE PARTIES**. It may be further extended according to the needs and on the basis of further evaluation;
- (2) **THE PARTIES** undertake consultations on the draft renewal of this Cooperation Agreement not less than 3 (three) months prior to the expiration of this Cooperation Agreement;
- (3) In the event that either party wishes to terminate this Cooperation Agreement before the expiration of the agreement as referred to in paragraph (1), the party shall notify its intention in writing to the other party, not less than 3 (three) month prior.

Article 8

Data

- (1) The data obtained from this Cooperation Agreement shall be used for the purpose of improving the management of the pole & line, handline, and troll line tuna fisheries, with the knowledge of **THE PARTIES** by maintaining the provisions related to data confidentiality.
- (2) The data obtained will be the intellectual property of **THE PARTIES**, is used for activities pertaining to the program for improving the management of the pole & line, handline, and troll line tuna fisheries, and seeking eco-certification for the industry.
- (3) **THE PARTIES** are willing to support each other in terms of communication required for the data collection.

Article 9

Notification

All notifications, warnings, and communications concerning the execution of this Cooperation Agreement shall be made in writing by delivering registered mail addressed to each party with the address:

THE FIRST PARTY

Secretariat Directorate of Capture Fisheries, Jalan Medan Merdeka Timur
Number 16, Central Jakarta 10110.

Telephone : (021) 3521781

Facsimile : (021) 3521781

THE SECOND PARTY

AP2HI Office, Gondangdia Lama 25 Building Jalan R.P Soeroso Nomor 25/
Annex 25 Jakarta 10330

Telephone : (021) 31935222

Facsimile : (021) 31935222

Article 10

Amendments

- (1) This Cooperation Agreement may be amended by agreement of **THE PARTIES**;
- (2) Amendments and/or matters not covered by this Cooperation Agreement shall be stipulated in addendum and/or amendment agreed upon by **THE PARTIES** so that it becomes an integral part of this Cooperation Agreement.

Article 11

Reporting

THE PARTIES agree to share reports on activities related to the pole & line, handline, and troll line tuna fisheries improvement program so that it can be used to jointly review progress.

Article 12

Closing

- (1) This Cooperation Agreement shall be signed and take effect on the day, date, month and year as mentioned at the beginning of this Cooperation Agreement, in 2 (two) original copies, sufficiently stamped, and each copy has the same legal power upon signature by **THE PARTIES**.
- (2) This Cooperation Agreement is established in the spirit of mutual consent and shall be obeyed and implemented by **THE PARTIES**.

This Cooperation Agreement is created in order to be used as it should.

SECOND PARTY

ABDUL MUIS SULAIMAN
General Manager, AP2HI

Validity Sheet	
Sekjen AP2HI	

FIRST PARTY

M ZULFICAR MOCHTAR
Director General of Capture Fisheries,
Ministry of Marine Affairs and
Fisheries

Validity Sheet	
Sesditjen PT	
Direktur PSDI	
Direktur KAPI	
Direktur PP	
Kabag HOK	