REPUBLIC OF LIBERIA)
MONTSERRADO COUNTY)

MEMORANDUM OF UNDERSTANDING ON INTERAGENCY COOPERATION AND COORDINATION FOR THE EFFECTIVE IMPLEMENTATION OF THE FAO PORT STATE MEASURES AGREEMENT IN LIBERIA

MEMORANDUM OF UNDERSTANDING on interagency cooperation and coordination for the effective implementation of the FAO Port State Measures Agreement in Liberia is entered on this _____ Day of June, A.D. 2025, by and amongst the following Ministries and Agencies of the Government of Liberia:

1. National Fisheries and Aquaculture Authority (NaFAA)
2. Liberia Maritime Authority (LiMA)
3. Ministry of Justice (MOJ)
4. Ministry of National Defence (MOD)
5. National Port Authority (NPA)
6. Liberia Revenue Authority (LRA)
7. . Ministry of Commerce and Industry (MOCI)

Hereinafter collectively referred to as "the Parties" and individually as "a Party" to wit: -

PREAMBLE

Whereas, the Republic of Liberia ratified the Food and Agriculture Organization (FAO) Agreement on Port State Measures to Prevent, Deter and Eliminate Illegal, Unreported and Unregulated Fishing (hereinafter referred to as "PSMA") on 21 June 2019, demonstrating its commitment to combating Illegal, Unreported and Unregulated (IUU) fishing;

Recognizing, that the PSMA provides for, and necessitates, robust interagency cooperation and coordination at the national, regional, and international levels for its effective implementation;

Acknowledging, Liberia's regional commitments under the West African Task Force (WATF) of the Fisheries Committee for the West Central Gulf of Guinea (FCWC);

Recalling, that an initial "Memorandum of Understanding on interagency cooperation and coordination for the effective implementation of the FAO Port States Measures Agreement in Liberia" (hereinafter referred to as the "Initial MOU") was signed by the National Fisheries and Aquaculture Authority, Liberia Maritime Authority, Ministry of Justice, Ministry of National Defense, National Port Authority, Liberia Revenue Authority, Ministry of Commerce and

Industry, and APM Terminals, which collectively form the PSMA National Working Group (NWG);

Further Recalling, that the PSMA National Working Group (NWG), established in 2018, agreed upon Terms of Reference (TOR) to implement the said Initial MOU; and,

Desiring, to further define, formalize, and strengthen the operational framework, roles, functions, and procedures for interagency collaboration to ensure the comprehensive and effective implementation of the PSMA in Liberia.

Now, Therefore, the undersigned Parties, in a spirit of cooperation and shared responsibility, have agreed to this Memorandum of Understanding (MOU) as follows:

Article 1: Definitions :

For the purposes of this MOU, the following definitions shall apply:

i. **PSMA:** The Agreement on Port State Measures to Prevent, Deter and Eliminate Illegal, Unreported and Unregulated Fishing.

ii. **IUU Fishing:** Illegal, Unreported, and Unregulated fishing as defined by the FAO International Plan of Action to Prevent, Deter and Eliminate Illegal, Unreported and Unregulated Fishing, relevant international instruments, and the national laws of Liberia.

iii. **NWG:** National Working Group, comprising representatives of the Parties and other relevant entities, established to coordinate the implementation of the PSMA in Liberia.

iv. **MOU:** Memorandum of Understanding.

v. **AREP:** Advanced Request for Port Entry, as stipulated in the PSMA.

vi. **Lead Agency:** The National Fisheries and Aquaculture Authority (NaFAA), designated as the competent authority for fisheries-related matters and lead for PSMA implementation.

vii. **TOR:** The Terms of Reference for the PSMA National Working Group, upon which this MOU is substantially based.

Article 2: Purpose and Objectives

The primary purpose of this MOU is to establish a detailed and comprehensive operational framework for interagency cooperation, coordination, and information sharing among the Parties and relevant collaborating entities to ensure the effective and efficient implementation of the PSMA in Liberia, thereby contributing to the prevention, deterrence, and elimination of IUU fishing.

The specific objectives of this MOU are to:

1. Formalize and operationalize the roles, functions, and procedures of the PSMA National Working Group (NWG) as the primary mechanism for interagency collaboration under the PSMA.

2. Ensure a robust and efficient platform for the timely sharing of information and intelligence critical to PSMA implementation.
3. Provide strategic and technical guidance in the formulation, review, and implementation of PSMA-related policies, guidelines, regulations, standards, training materials, and action plans.
4. Facilitate and coordinate joint training and capacity-building opportunities for personnel of all Parties and collaborating entities involved in PSMA activities.
5. Coordinate efforts to seek and manage additional technical and financial support from development partners and other organizations for PSMA implementation.
6. Strengthen Liberia's compliance with its national and international obligations related to port State measures.

Article 3: Establishment, Role, and Composition of the PSMA National Working Group (NWG)

1. **Establishment:** The PSMA National Working Group (NWG), established in 2018, is hereby formally reaffirmed and governed by the provisions of this MOU. The NWG shall serve as the primary interagency body to wholly implement the PSMA in line with the provisions of the Initial MOU and this operational MOU.
2. **Role and Objectives of the NWG:** The NWG shall:
    i. Actively cooperate and coordinate all interagency efforts to effectively implement the PSMA.
    ii. Serve as the principal forum for regular meetings, consultations, and decision-making among all agencies involved in PSMA implementation.
    iii. Function as a dedicated platform for systematic and timely information and intelligence sharing pertinent to the MOU.
    iv. Provide collective strategic and technical guidance in the formulation, review, and updating of PSMA-related policies, national legislation, guidelines, regulations, operational standards, training materials, and strategic action plans.
    v. Identify needs and facilitate the provision of training and capacity-building opportunities for personnel from all Parties and collaborating entities under this MOU.
    vi. Proactively seek and coordinate additional technical and financial support from development partners and other relevant organizations for enhanced PSMA implementation.

3. **Composition of the NWG:**

   i. The NWG shall be composed of designated technical-level representatives from each Party. As per the TOR, each Party (except NaFAA as the lead agency) shall nominate two (2) representatives. NaFAA, in its capacity as the lead agency, shall have commensurate representation with its coordinating responsibilities.

   ii. Each Party shall formally nominate its point(s) of contact for the NWG.

   iii. Each Party reserves the right to replace its representative(s) at any time, with such replacement taking effect upon written notification to the NWG Chair (NaFAA).

   iv. Development Partners and relevant Non-Governmental Organizations (NGOs) may be invited to NWG meetings as observers, upon agreement by the Parties, to provide technical advice or support.

Article 4: Responsibilities of the Parties and Collaborating Entities

1. **General Responsibilities of All Parties:**

   i. Commit to the full and diligent implementation of this MOU and the PSMA.

   ii. Ensure active and consistent participation of their designated representatives in the NWG meetings and activities.

   iii. Share relevant information promptly and effectively in accordance with this MOU.

   iv. Collaborate fully in the planning and execution of PSMA-related activities, including port inspections, investigations, enforcement actions, and legal proceedings.

   v. Contribute expertise and resources, as appropriate, to the development, review, and implementation of PSMA-related policies, guidelines, and training materials.

   vi. Uphold the principles of mutual respect, transparency, and accountability in all collaborative efforts.

2. **Specific Responsibilities:**

A. National Fisheries and Aquaculture Authority (NaFAA):

i. Serve as the Lead Agency for PSMA implementation and the competent authority for all fisheries-related matters.

ii. Receive, process, and lead the verification of Advanced Requests for Port Entry (AREP) from all foreign-flagged fishing and fishing-related vessels.

iii. Receive entry and exit notifications from fishing and fishing-related vessels in Liberian waters and promptly notify other relevant Parties and entities.

iv. Share all pertinent information derived from AREP analysis with all other Parties and collaborating entities through the designated information sharing platform.

v. Determine, in consultation with relevant NWG members as appropriate, whether a vessel is authorized to enter port or denied access, and communicate this decision to all Parties, the flag State, and other relevant international bodies.

vi. Lead and coordinate inspections of vessels in port conducted under the PSMA.

vii. Coordinate any prosecutions or administrative actions arising from PSMA violations, in close cooperation with the Ministry of Justice and other relevant law enforcement agencies.

viii. Chair NWG meetings and provide overall coordination for the NWG's activities.

ix. Provide secretariat support to the PSMA NWG.

x. Conduct joint due diligence and information dissemination with LiMA for fishing & fisheries related vessels requesting port entry.

B. Liberia Maritime Authority (LiMA):

i. Administer, regulate, and control maritime affairs, including vessel registration, certification, and authorization for specific activities.

ii. Control and enforce maritime standards, including safety of navigation, seaworthiness, and prevention of pollution from vessels, for all vessels in Liberian ports.

iii. Control and enforce labor conditions onboard foreign-flagged vessels in Liberian ports, in accordance with national laws and applicable international conventions.

iv. Lead on maritime security issues within ports and marine environmental protection matters connected to ship-source pollution.

v. Serve as the lead agency for implementing all relevant international maritime instruments to which Liberia is a party.

vi. Conduct joint due diligence and information dissemination with NaFAA for fishing & fisheries related vessels requesting port entry.

C. Ministry of National Defense (MOD), including the Liberia Coast Guard (LCG):

i. Ensure the protection of Liberia's territorial integrity, including its maritime domain.

ii. The Liberia Coast Guard (LCG) shall be responsible for safeguarding Liberia's internal waters, territorial sea, coastal waters, and Exclusive Economic Zone (EEZ).

iii. The LCG shall exercise law enforcement functions related to protecting Liberia's coastlines and maritime jurisdiction, including powers to carry out inquiries through boarding, examinations, inspections, searches, seizures, and arrests on the high seas and within Liberian waters, as authorized by national law and applicable international instruments.

iv. The LCG shall provide protection and surveillance, in conjunction with other ministries and agencies, to enforce laws within Liberian maritime jurisdiction, and assist in search and rescue efforts.

v. The LCG shall actively contribute to preventing and combating armed robbery at sea, piracy, terrorism, illegal trafficking of drugs and persons, and IUU fishing activities within Liberian waters.

vi. The LCG shall support NaFAA during due diligence processes in port and for at-sea enforcement actions.

vii. The MOD/LCG shall be alerted to all illegal entries of fishing vessels into the EEZ and shall be responsible for pursuing and, where appropriate, seizing such vessels.

D. Ministry of Justice (MOJ) :

i. Oversee law enforcement activities, direct prosecutions, and lead in the drafting of relevant laws and regulations.

ii. Ensure the adjudication of cases, particularly violations of fisheries laws and regulations, including those identified under the PSMA.

iii. Undertake litigation against violators of PSMA and related national laws.

iv. Uphold and protect legal rights in the context of PSMA enforcement actions.

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v. The MOJ shall facilitate the cooperation of the Liberia National Police (LNP), Liberian Immigration Services (LIS), and Liberia Drug Enforcement Agency (LDEA) in PSMA implementation.

1. **Liberia National Police (LNP) (in cooperation with MOJ and other Parties):**

i. Maintain law and order, prevent and detect crimes, and ensure the arrest, investigation, and charging of offenders for prosecution.

ii. Cooperate with all Parties to establish joint investigative teams in cases of violations under the PSMA.

iii. Cooperate with the Liberia Sea Police (LSP) unit to investigate infractions identified within port areas.

3. **Liberian Immigration Services (LIS) (in cooperation with MOJ and other Parties):**

i. Issue shore passes and permits to vessel crew members.

ii. Review crew lists and identify people of interest.

iii. Exercise border control functions relevant to vessel crews and passengers.

4. **Liberia Drug Enforcement Agency (LDEA) (in cooperation with MOJ and other Parties):**

i. Conduct searches for and seize any illegal substances, drugs, or contraband found aboard fishing vessels during PSMA-related inspections or other law enforcement activities.

E. National Port Authority (NPA):

i. Provide and maintain adequate berthing space and essential port services.

ii. Ensure port safety and security for all port users and infrastructure.

iii. Control, berth, and secure fishing vessels authorized to enter port for inspection but suspected of IUU fishing activities, which may be denied access to standard port services.

iv. Assume responsibility for the operational functions of various government partners with respect to operations and supervision within the ports of the Republic of Liberia.

v. Ensure smooth and efficient port operations and maintain port facilities to support the efficient loading and unloading of cargo.

vi. Implement and enforce regulations to safeguard port infrastructure, personnel, and users; oversee security protocols to protect against potential threats, including through regular inspections and drills for emergency preparedness (e.g., fires, accidents, security breaches).

vii. Ensure compliance with international maritime security standards, such as the ISPS Code.

viii. Collaborate with national and international bodies to monitor and report suspicious activities within port areas.

1. **APM Terminals (within its managed area of the Freeport of Monrovia):**

   i. Authorize container and refrigerated cargo traffic to dock at its facilities.

   ii. Provide services for receiving and storing refrigerated cargo containers from foreign fishing and fishing-related vessels, in accordance with port entry authorizations and PSMA requirements.

   iii. Cooperate with NPA and NPA shall relates to other relevant authorities in the implementation of PSMA measures applicable to vessels and cargo within its operational jurisdiction.

F. Ministry of Commerce and Industry (MOCI):

i. Develop and enforce policies, regulations, and procedures related to the import and export of goods, including fish and fish products, ensuring compliance with national laws and international trade agreements.

ii. Issue necessary documentation (e.g., import/export permits) required for trade in fish and fish products by businesses and foreign vessels.

iii. Work to streamline trade processes to facilitate easier and more efficient movement of goods, including fish and fish products, across borders.

iv. Collect, maintain, and analyze data on import and export activities for statistical purposes, policy formulation, and reporting to national and international bodies.

v. Regulate commodity standards and enforce standards of business practices relevant to the trade of fish and fishery products.

G. Liberia Revenue Authority (LRA):

i. Assess and collect customs duties, taxes, and other revenues due from maritime activities, including those related to fishing vessels and their catches.

ii. Collect fines and penalties imposed for violations of PSMA and related national laws.

iii. Provide mechanisms for effective revenue management and accurate revenue projections related to the fisheries sector and port activities.

Article 5: Information Sharing

1. **Commitment to Exchange:** The Parties commit to the prompt, proactive, and comprehensive exchange of all data and information falling within the purpose and objectives of this MOU and necessary for effective PSMA implementation.

2. **Types of Information to be Shared:** This includes, but is not limited to:

   i. **Vessel-related information:** Requests for and authorization of entry into port (AREPs); details of vessel identification, flag, ownership, and operational history; duration of port calls; evidence or suspicion of IUU fishing or related activities; and all other relevant information that may be reasonably required for risk assessment and decision-making.

   ii. **Inspection-related information:** Planned inspections; results of inspections (including findings, evidence collected, and actions taken); and reports of inspections.

   iii. **Information on non-compliance:** Reasonable grounds to believe a vessel has engaged in non-compliance with international or national laws; denial of port use and the reasons; therefore, and details of any legal or administrative action taken or pending.

   iv. **Other information:** Any other data or intelligence necessary to ensure effective, coordinated, and risk-based PSMA implementation.

3. **Tools and Platforms for Information Sharing:**

   i. The Parties agree to identify and utilize relevant national databases for PSMA objectives.

   ii. Relevant data and information shall be integrated into existing databases or registers, or new systems as appropriate, to support interagency collaboration.

iii. Provision shall be made for secure interagency access to such databases, subject to agreed protocols.

iv. All Parties are members of the existing interagency information sharing platform (currently a WhatsApp group managed by NaFAA) and shall utilize any further platforms developed.

v. A priority shall be the development of a complete and secure information sharing platform that allows for document sharing and is accessible only to designated PSMA NWG members and points of contact.This communication platform shall be managed by NaFAA.

vi. Each Party shall designate at least two points of contact for PSMA implementation and information sharing. These points of contact will be the focal points for the information sharing platform.

4. **Timelines for Information Exchange:**

i. Information exchange shall be rapid and prompt to ensure all steps under the PSMA can be taken in a timely manner.

ii. All Parties commit to responding to requests for information relevant to issues of concern under the PSMA within a maximum of twenty-four (24) hours.

iii. Specific timelines for key actions include:

(a) AREP verifications: Within twenty-four (24) hours of receipt by NaFAA, unless otherwise agreed in relevant Standard Operating Procedures (SOPs).

(b) Inspection reports: Within one (1) month after the PSMA inspection is completed.

(c) Follow-up actions on identified infractions: Initiated within three (3) months after an infraction is confirmed.

5. **Reporting Templates:**

i. All reports on inspections carried out in the context of the PSMA shall, as a minimum, follow the template laid out in Annex C of the PSMA Agreement.

ii. Once a standardized Liberia PSMA reporting template is developed by the PSMA NWG, it shall be adopted and added as an Annex B to this MOU or its supporting operational procedures.

Article 6: Meetings of the National Working Group

1. **Meeting Objectives:** NWG meetings shall serve as a forum for strategic planning, operational coordination, systematic exchange of information, resolution of minor operational disputes or challenges, and identification and facilitation of capacity-building opportunities.
2. **Frequency and Type of Meetings:**
    i. The PSMA NWG shall meet regularly, at least every three months (quarterly).
    ii. One annual working session of at least two (2) days shall be convened, incorporating capacity-building activities.
    iii. Three quarterly meetings shall be shorter sessions (up to half a working day).
    iv. Ad hoc meetings may be called by the Chair (NaFAA) or at the request of at least three Parties on an as-needed basis to address urgent matters.
3. **Attendance:** Each Party shall ensure the attendance of its two designated representatives (or as otherwise agreed by NaFAA) at every meeting. Observers may be invited to meetings.
4. **Chairing and Hosting:**
    i. Meetings shall be chaired by NaFAA as the Lead Agency for PSMA implementation.
    ii. Meetings may be co-chaired by the Party hosting the meeting.
    iii. The responsibility for hosting meetings shall be rotated among the Parties.
5. **Rapporteur Support:** Each Party shall provide rapporteur support to the meetings on a rotational basis, as coordinated by the NWG Secretariat (NaFAA).
6. **Decision Making:** Decisions within the NWG shall generally be made by consensus. Where consensus cannot be reached, decisions shall be made by a simple majority of the Parties' representatives present at the meeting.
7. **Meeting Procedures and Secretariat Services:**
    i. The agenda for the annual long working session shall be prepared by the Chair (NaFAA) in consultation with all Parties. Parties may table items for inclusion in the agenda. The agenda and meeting location for the long working session should be finalized and communicated at least five (5) working days before the meeting.

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ii. A standard agenda, as laid out in Annex A of this MOU, may be used for the short regular quarterly meetings.

iii. A summary of the main discussion points, decisions, and action items from each meeting shall be prepared by the designated rapporteur and the Secretariat and shared with participants within one (1) week after the meeting. The final summary shall be uploaded to the shared information platform within one (1) month.

iv. NaFAA shall provide dedicated secretarial support to the PSMA NWG.

Article 7: Dispute Resolution

Any disagreements, conflicts, or disputes arising from the interpretation or implementation of this MOU shall be resolved amicably through consultation and negotiation among the concerned Parties. Such matters shall initially be addressed within the framework of the PSMA NWG meetings. If a resolution cannot be achieved at the NWG level, the matter may be escalated to the heads or designated senior officials of the concerned agencies for resolution.

Article 8: Confidentiality

The Parties agree to maintain the confidentiality of any sensitive operational, law enforcement, or commercial information exchanged under this MOU, in accordance with the applicable national laws and regulations of Liberia. Information designated or reasonably understood to be confidential shall not be disclosed to any third party (other than those entities covered by this MOU or as required for PSMA implementation) without the prior written consent of the originating Party, unless such disclosure is required by law or court order.

Article 9: Financial Arrangements

Each Party shall bear its own costs associated with its participation in activities conducted under this MOU, including staff time, travel, and administrative expenses for NWG meetings and routine operations. The NWG may collectively seek external funding and technical assistance from development partners or other sources to support joint activities, capacity building, or specific projects related to PSMA implementation. Any externally acquired funds or resources shall be managed transparently and in accordance with agreed-upon procedures and the donor's requirements.

Article 10: Review, Amendment, and Modification

1. **Review:** This MOU shall be subject to periodic review by the Parties, facilitated through the NWG, to assess its effectiveness and identify any need for adjustments. Such reviews should occur at least every two (2) years, or as otherwise agreed by the Parties.

2. **Amendment and Modification:** This MOU may be amended or modified at any time by the mutual written consent of all Parties. Any such amendment or modification shall be in writing, signed by the authorized representatives of all Parties, and shall specify the date on which it enters into force. Approved amendments or modifications shall form an integral part of this MOU.

Article 11: Entry into Force, Duration, and Termination

1. **Entry into Force:** This MOU shall enter into force on the date of the last signature by the duly authorized representatives of all Parties. It supersedes relevant provisions of any prior informal arrangements concerning the operational aspects of the NWG.
2. **Duration:** This MOU shall remain in effect for an initial period of five (5) years from the date of its entry into force. Thereafter, it shall be automatically renewed for successive periods of five (5) years unless any Party expresses its intention in writing to terminate its participation or the MOU is terminated by mutual consent.
3. **Termination:**
    i. Any Party may withdraw from this MOU by providing at least ninety (90) days' written notice to all other Parties through the NWG Chair.
    ii. The withdrawal of one Party shall not affect the continuation of this MOU among the remaining Parties, unless the remaining Parties decide otherwise.
    iii. This MOU may be terminated at any time by the mutual written consent of all Parties.
    iv. Termination or withdrawal shall not affect the validity or duration of any ongoing activities or projects agreed upon prior to the notification of termination/withdrawal, unless otherwise decided by the (remaining) Parties.

Article 12: Annexes

The Standard Agenda for Routine Quarterly Meetings of the PSMA NWG is annexed to form an integral part of this MOU. Additional Annexes, such as Standard Operating Procedures (SOPs) or specific technical guidelines developed by the NWG, may be added to this MOU by mutual agreement of the Parties.

Article 13: General Provisions

1. **Notices:** Any notice, request, or other communication required or permitted to be given under this MOU shall be in writing and shall be deemed to have been duly given when delivered personally, sent by registered mail with proof of delivery, or transmitted by official email to the designated points of contact of the respective Parties, or as subsequently updated in writing by a Party to all other Parties.

2. **Governing Framework:** This MOU shall be implemented in good faith and in accordance with the applicable laws and regulations of the Republic of Liberia, and in full conformity with Liberia's international obligations, particularly under the PSMA.

3. **Commitment:** This MOU represents a collective commitment by the Parties to cooperate, coordinate their efforts, and share information as outlined herein to achieve the effective implementation of the PSMA in Liberia. It is entered into for the purpose of enhancing interagency effectiveness and is not intended to create legally binding contractual obligations enforceable in a court of law, but rather to establish a framework of mutual understanding and cooperation.

4. **Supremacy:** This MOU details the operational framework for the NWG and interagency cooperation pursuant to the Initial MOU. In case of any direct conflict between this operational MOU and the Initial MOU, the Parties shall consult to resolve the inconsistency, with the understanding that this MOU provides the detailed implementation modalities.

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto by their respective Agencies/Ministries/Entities, have signed this Memorandum of Understanding on the dates indicated below.

For the National Fisheries and Aquaculture Authority (NaFAA):

Name: J. CYRUS SAYGBE, SR
Title: Acting Director General
Date: 07/14/25
Signature:

For the Liberia Maritime Authority (LiMA):

Name: John F. Harvey
Title: Deputy Commissioner for Vessels Registration & Safety
Date: 18 July 2025
Signature:

For the Ministry of Justice (MOJ):

Name: N. Oswald Tweh
Title: Minister
Date: 23/07/25
Signature:

For the Ministry of National Defence (MOD):

Name: B/G Geraldine Janet George

Title: Minister of National Defense

Date: 14 July 2025

Signature: GGeorge

For the National Port Authority (NPA):

Name: Emmanuel M. Shaulon

Title: Deputy Managing Director/Ops

Date: July 21, 2025

Signature:

For the Liberia Revenue Authority (LRA):

Name: Saa Quamoi

Title: Commissioner of Customs

Date: 07/22/2025

Signature:

For the Ministry of Commerce and Industry (MOCI):

Name: Magdalene Ellen Bayreuther

Title: Minister of Commerce & Industry

Date: July 17/25

Signature:

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ANNEX A:

Standard Agenda for Routine Quarterly Meetings of the PSMA NWG

1. Meeting Opening and Welcome Remarks (Chair/Host)
2. Review and Adoption of Agenda
3. Review and Approval of Minutes from Previous Meeting
4. Matters Arising from Previous Minutes / Review of Action Items
5. Activity Updates from Member Agencies:
    i. Key PSMA-related actions undertaken since last meeting
    ii. AREPs processed, inspections conducted, port entry denials
    iii. Enforcement actions, investigations, or legal proceedings initiated/concluded
    iv. Relevant intelligence gathered or received
6. Challenges Encountered in Implementing PSMA and Proposed Solutions
7. Planning of Upcoming Joint Activities under the MOU (e.g., joint inspections, training, policy reviews)
8. Information Sharing: Updates, platform issues, needs
9. Updates on External Support and Partnerships
10. Any Other Business (AOB)
11. Summary of Key Decisions and Action Points
12. Date and Host for Next Meeting
13. Meeting Closing

Terms of Reference for the PSMA National Working Group established under the MOU on interagency cooperation and coordination for the effective implementation of the FAO Port States Measures Agreement in Liberia

BACKGROUND

Liberia ratified the FAO Port State Measures Agreement (PSMA) on 21 June 2019 to strengthen efforts to combat illegal, unreported and unregulated (IUU) fishing. This instrument provides for interagency cooperation and coordination at the national, regional and international levels. To meet this national commitment as well as regional commitments under the West African Task Force (WATF) of the Fisheries Committee for the West Central Gulf of Guinea (FCWC), the following agencies signed a "MOU on interagency cooperation and coordination for the effective implementation of the FAO Port States Measures Agreement in Liberia": National Fisheries and Aquaculture Authority, Liberia Maritime Authority, Ministry of Justice, Ministry of National Defence, National Port Authority, Liberia Revenue Authority, Ministry of Commerce and Industry and APM Terminals. These agencies form the PSMA National Working Group (NWG). The members of this PSMA NWG have agreed on the following terms of reference to implement the interagency MOU:

ESTABLISHMENT

These terms of reference define and formalise the role, functions and procedures of the PSMA NWG, established since 2018, to wholly implement the PSMA to prevent, deter and eliminate IUU fishing in line with the provisions of the "MOU on interagency cooperation and coordination for the effective implementation of the FAO Port States Measures Agreement in Liberia".

COMPOSITION

The PSMA NWG shall be composed of:

- Two people from each agency as listed in the MOU, except NaFAA as lead agency, at a technical level (listed in Annex C).
- Each agency shall nominate a point of contact.
- Each agency may replace their representative at any time, and such replacement shall take effect upon notification by the agency.
- Development Partners and NGOS may be invited as observers.

ROLE AND OBJECTIVES

The PSMA NWG shall:

- Cooperate and coordinate to effectively implement the PSMA.
- Create a forum for regular meetings between all agencies involved in PSMA implementation.
- Ensure a platform for information sharing to implement the MOU.
- Provide strategic and technical guidance in the formulation and review of PSMA related policies, guidelines, regulations, standards, training materials and strategize action plans.
- Provide training opportunities for all agencies under the MOU.
- Seek additional support from development partners for PSMA implementation.

FUNCTIONS

The detailed functions of each agency within the PSMA NWG are listed in Annex A.

INFORMATION SHARING

Information sharing is a cornerstone of interagency cooperation and coordination.

TOOLS FOR INFORMATION SHARING

All agencies agree to:

- Identify national databases relevant to the objectives of the PSMA NWG.
- Integrate relevant data and information falling within the purpose and objective of the MOU into existing databases or registers of information as appropriate.
- Provide for interagency access to such databases.

All the agencies are members of the existing interagency information sharing platform and shall be invited to use any further platforms developed in the future:

- Each agency shall designate two points of contact for PSMA implementation (Annex C).
- The points of contact will be the focal points for the information sharing platform.
- The current information sharing platform is a WhatsApp group managed by NaFAA. In the future a more complete information sharing platform should be developed that allows document sharing and is only accessible to the designated PSMA NWG members.

INFORMATION TO BE SHARED

All agencies agree to promptly exchange all data and information falling within the purpose and objective of the MOU, including information:

- relating to vessels including:
    - requests for and authorization of entry into port;
    - duration of port call;
    - proof of IUU fishing or related activities; and
    - all other relevant information that may be reasonably required
- relating to inspections:
    - planned inspections;
    - results of inspections;
- relating to reasonable grounds to believe non-compliance with international or national laws;
    - denial of port use;
    - legal or administrative action.
- all other information necessary to ensure effective and coordinated PSMA implementation.

DELAYS FOR INFORMATION EXCHANGE

Information exchange should be rapid and prompt to ensure all steps under PSMA can be taken in a timely manner, such as the verification of AREPs within 48 hours.

All agencies commit to responding to requests for information relevant to issues of concern under PSMA within 24 hours maximum.

Timelines for key actions:

- AREP verifications: 24 hours, unless otherwise agreed in the relevant SOPs.
- Inspection reports: 1 month after the PSMA inspection.
- Follow up actions: 3 months after any infraction is identified.

REPORTING AND FEEDBACK

Reporting and feedback on PSMA actions.

- All reports on inspections carried out in the context of PSMA shall follow the template laid out in Annex C of the Agreement.
- Once the Liberia PSMA reporting template has been developed by the PSMA NWG it will be added as an Annex to these TOR.

MEETINGS

MEETING OBJECTIVES

PSMA NWG meetings should be a forum for planning, information exchange and minor dispute resolution as well as capacity building opportunities.

MEETINGS

The PSMA NWG should meet every three months (quarterly)

- One annual working session should be at least 2-days including capacity building opportunities;
- Three quarterly meetings will be short meetings (up to 1/2 a working day);
- Ad hoc meetings can be called on an as-need basis;
- Each agency, except NaFAA, shall send two representatives to every meeting;
- Observers may be invited to meetings;
- Meetings should be chaired by NaFAA as lead agency for PSMA implementation and co-chaired by the host agency;
- Meetings should be hosted by each agency on a rotational basis;
- Each agency should provide rapporteur support to the meeting on a rotational basis;
- Decisions shall be made by a simple majority of attendees.

MEETING PROCEDURES AND SECRETARIAT SERVICES

- The agenda for the long working session will be prepared by the chair in consultation with all agencies;
- Agencies can table items to the working session agenda;
- The agenda and meeting location should be decided 5-days before the long working session;
- A standard agenda can be used for the short regular meetings, as laid out in Annex B;
- A summary of the main points from each meeting shall be shared with participants 1 week after the meeting and uploaded to the shared platform within 1 month
- NaFAA shall provide secretarial support to the PSMA NWG.

Annexes

ANNEX A – GENERAL MANDATES OF AGENCIES

NATIONAL FISHERIES AND AQUACULTURE AUTHORITY (NaFAA) is the competent authority for all fisheries related matters established by legal Act.

- NaFAA is the lead agency for PSMA implementation;
- NaFAA receives the Advanced Request for Port Entry (AREP) and leads the verifications of all foreign flagged fishing and fishing related vessels requesting entry to Liberia ports;
- NaFAA receives entry and exit notifications from fishing and fishing related vessels in Liberian waters and notifies the other agencies;
- NaFAA shares all information from the AREP analysis with all the other agencies through the designated information sharing platform;

- NaFAA determines whether a vessel is authorised to enter port or denied access and communic this decision to all agencies and the flag State;
- NaFAA leads inspections under PSMA;
- NaFAA coordinates any prosecutions under PSMA in cooperation with all the agencies.

LIBERIA MARITIME AUTHORITY (LIMA) is the authority responsible for administering, regulating controlling maritime affairs.

- LiMA is responsible for vessel registration and certification and authorises vessels to carry out spec activities;
- LiMA controls maritime standards (safety of navigation, seaworthiness) of all vessels in Liberian po
- LiMA controls labour conditions onboard foreign flagged vessels in Liberian ports;
- LiMA leads for maritime security and marine environmental protection issues connected to s source pollution;
- LiMA is the lead agency for implementing all relevant international maritime instruments;
- LiMA and NaFAA conduct joint due diligence and information dissemination for vessels entering t port.

MINISTRY OF NATIONAL DEFENSE (MOD) is responsible for ensuring the protection of Liberia's territor integrity, and protecting the citizens and residents within the borders of Liberia from internal and exter aggression and extremism and responding to natural emergencies as may be directed. MOD also maintai general oversight of the Armed Forces of Liberia, which includes the *LIBERIA COAST GUARD* (LCG).

- LCG is responsible for safeguarding the internal, territorial, coastal waters, Exclusive Economic Zo (EEZ) and all waters which fall within the jurisdiction of Liberia;
- LCG has law enforcement functions which relate to protecting the coastlines of Liberia;
- LCG is empowered to carry out inquiries through boarding, examinations, inspections, searche seizures and arrests on the high seas as may be necessary under the laws of the Republic of Liber and applicable international instruments;
- LCG also provides protection and surveillance in conjunction with other ministries and agencies, enforce the laws within Liberian maritime jurisdiction and helps in search and rescue efforts f vessels and crafts in distress;
- LCG helps to prevent and combat armed robbery at sea, piracy, terrorism, illegal trafficking of dru and persons and IUU fishing activities within Liberia waters; and
- LCG supports NaFAA during due diligence processes in port;
- MOD will be alerted of all illegal entry of fishing vessels in the EEZ and the LCG will be responsible t pursue and take seizure of same.

MINISTRY OF JUSTICE (MOJ) is the ministry responsible for law enforcement, prosecutions, drafting of law informing end users and plays a supervisory role.

- MOJ is also responsible for adjudication of cases, particularly violations of the fisheries law an regulations;
- MOJ is also responsible for litigation of would-be violators; and
- MOJ is responsible for protecting legal rights.

LIBERIA NATIONAL POLICE (LNP) is responsible for the maintenance of law and order by preventing and detecting crimes; ensuring arrest, investigation and charging of offenders in court after due diligence fo prosecution.

- LNP cooperates with all agencies to establish joint investigative team in case of violation under the PSMA; and

- LNP cooperate with *LIBERIA SEA POLICE* (LSP) to investigate infractions identified within the port.

LIBERIAN IMMIGRATION SERVICES (LIS) is the agency responsible for issuing shore passes and permits, reviewing crew lists and persons of interest and, border control.

LIBERIA DRUG ENFORCEMENT AGENCY (LDEA) is the agency responsible for searching for and seizing any illegal substances, drugs or contraband being carried aboard any fishing vessel.

NATIONAL PORT AUTHORITY (NPA) is the authority responsible for providing and maintaining berthing space and port services, port safety and security.

- NPA is responsible for the control, berthing and securing of fishing vessels authorised to enter port for inspection but suspected of IUU fishing activities, that do not have access to port services;
- NPA assumes responsibility for the function of various government partners with respect to operations and supervision of ports in the Republic of Liberia;
- NPA is responsible for ensuring smooth and efficient port operations and maintaining port facilities to support efficient loading and unloading of cargo;
- NPA implements and enforces regulations to safeguard port infrastructure, personnel, and users and oversees security protocols to protect against potential threats, including through regular inspections and drills to maintain preparedness for emergencies, such as fires, accidents, or security breaches;
- NPA ensures compliance with international maritime security standards; and
- NPA collaborates with national and international bodies to monitor and report suspicious activities.

MINISTRY OF COMMERCE AND INDUSTRY (MOCI) develops and enforces policies, regulations, and procedures related to the import and export of goods including fish and fish related products, which are intended to ensure compliance with national laws and international trade agreements;

- The MOCI is also responsible for the issuance of the necessary documentation required for importing and exporting goods including fish and fish related products by businesses and foreign vessels;
- The MOCI works to streamline the processes involved in trade to facilitate easier and more efficient movement of goods including fish and fish related products across borders;
- The MOCI also collects and maintains data on import and export activities, which are used for statistical analysis, policy formulation, and reporting to national and international bodies; and
- The MOCI regulates commodity standards and enforces standards of business practices.

LIBERIA REVENUE AUTHORITY (LRA) is responsible for customs duties and the collection of revenues due from maritime activities and fines.

- LRA also works to provide the mechanisms for revenue management and projections.

APM TERMINAL is the Private enterprise managing a part of the Freeport of Monrovia.

- APM TERMINAL authorises container and refrigerated cargo traffic to dock; and
- APM TERMINAL is also responsible for receiving and storing refrigerated cargo containers from foreign fishing and fishing related vessels.

ANNEX B – STANDARD AGENDA FOR ROUTINE QUARTERLY MEETINGS

- Meeting opening
- Activity updates

- Challenges encountered implementing PSMA
- Planning activities under the MOU
- AOB

ANNEX C – LIST OF POINTS OF CONTACT

Agency	Name	Position	Email	Phone
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APM Terminals				