

MEMORANDUM OF UNDERSTANDING AMONG THE GOVERNMENT OF CURAÇAO AND THE WAITT INSTITUTE TO UNDERTAKE THE BLUE HALO INITIATIVE PROCESS

The Government of Curaçao and the Waitt Institute are hereinafter referred to as the “Parties.” The Parties,

Sharing the goal of managing Curaçao’s waters for sustainability, profitability, and enjoyment, resulting healthier ecosystems, improved fishing catches, and strengthened coastal livelihoods;

Understanding the threat to the ecosystem, economy, and culture of Curaçao if fishing and use of ocean resources proceed in an unsustainable manner;

Desiring to collaborate to achieve an effective and efficient coastal management system for Curaçao’s waters; and

Recognising coastal, fisheries, and nature management authorities under the New Governmental Organization, Island Fishing Decree of 2009, the Fishing Ordinance Curacao 2004, the National Fisheries Decree of 1991, the Reef Ordinance Curacao (as amended), the Island Decree for the Protection of Sea Turtles of 1996, the Maritime Ordinance of 2007, and the Island Development Plan, as amended, as well as other relevant authorities;

Hereby agree to the following Memorandum of Understanding to undertake a Blue Halo Initiative in Curaçao:

1. Purpose and scope.

- 1.1. This Memorandum of Understanding ("MOU") defines an agreement among the Parties to define and carry out activities to develop and implement the Blue Halo Initiative in Curaçao.
- 1.2. “Blue Halo Curaçao” is a comprehensive ocean and coastal management project launched in collaboration by the Parties with a goal of sustainable management of Curaçao’s ocean and coastal waters.

2. Definition of terms and abbreviations used in this document.

- 2.1. The “Initiative” is the Blue Halo Initiative in Curaçao.
- 2.2. “Curaçao’s waters” include Curaçao’s inland waters, territorial seas, and exclusive economic zone.
- 2.3. “Curaçao Sustainable Ocean Policy” is the management and enforcement framework that will be developed as part of the Initiative, which will include the use of coastal zoning, sanctuary zones, and fisheries laws and regulations to achieve sustainable ocean resources.
- 2.4. “Sanctuary zones” are areas where fishing is prohibited, which can be established in accordance with one or more laws, including but not limited to, Fisheries Ordinance

Curacao 2004, Maritime Ordinance of 2006, Curaçao Island Development Plan, or such other laws or regulations, as amended, that provide authority for the creation and management of such areas either now or in the future.

2.5. "Ocean zoning" is an approach to implement spatial management for some or all areas of Curaçao's ocean and coastal waters through: (i) a zoning map or maps; and (ii) laws and regulations.

3. Joint responsibilities.

3.1. The Parties agree to take steps to manage coastal resources sustainably, undertaking activities to support the Initiative, by working collaboratively to develop and codify the Curaçao Sustainable Ocean Policy, including ocean zoning, sanctuary zones, and fisheries laws and regulations by January 2017. Specifically the Parties will:

- 3.1.1. in the planning process, identify individual and shared actions to achieve ocean zoning, designation of sanctuary zones, sustainable fishing, and other measures to ensure the long-term health of Curaçao's waters;
- 3.1.2. in the planning process, identify steps needed to harmonize laws and policies related to coastal management, including collaborative implementation, monitoring, and enforcement; and
- 3.1.3. in the planning process, develop agreements, memoranda of understanding, regulations, laws, and by-laws as necessary to implement the Curaçao Sustainable Ocean Policy.

4. Curaçao's responsibilities.

4.1. Curaçao commits to developing and implementing a Sustainable Ocean Policy and agrees to undertake the following activities in support of the Initiative:

- 4.1.1. provide vocal, non-partisan endorsement for the Initiative;
- 4.1.2. appoint a high-level civil servant as the lead government representative to provide advisory support and coordinate activities in support of the Initiative, and additionally appoint high-level civil servants from all other relevant ministries, including the Ministry of Environment and the Ministry of Finance;
- 4.1.3. create an advisory committee of stakeholders, including representatives of fishers, SCUBA dive operators, tourism operators, the private sector, the ocean and coastal research community, and conservation groups, that will meet regularly to provide input into the policymaking process;
- 4.1.4. actively engage in the Initiative throughout the project by participating in meetings and other activities with Waitt Institute staff and partners and providing technical and logistical support where needed;
- 4.1.5. create a dedicated fund to finance implementation ; and
- 4.1.6. lead a public consultation process.

5. Waitt Institute responsibilities.

5.1. Waitt Institute will provide the toolkit to develop and implement the Sustainable Ocean Policy with one or more of the following tools as needed to achieve Initiative objectives:

- 5.1.1. policy development
- 5.1.2. community consultation
- 5.1.3. stakeholder survey
- 5.1.4. ecological assessment
- 5.1.5. habitat mapping
- 5.1.6. zoning analysis
- 5.1.7. legal analysis and drafting
- 5.1.8. scientific monitoring
- 5.1.9. enforcement support
- 5.1.10. building local capacity
- 5.1.11. education and outreach
- 5.1.12. financial plan

5.2. In addition, the Waitt Institute commits to four years of support for plan creation and implementation, contingent upon:

- 5.2.1. clear commitment and support from the Government of Curaçao, as demonstrated by continued collaboration with the Waitt Institute and demonstrated support of project by local leaders who champion the Initiative;
- 5.2.2. demonstrated community support for the Initiative;
- 5.2.3. significant progress toward establishment of dedicated funding for management, establishment of significant sanctuary zones, and other efforts to achieve sustainable ocean management;
- 5.2.4. no approval of activities that will or are likely to substantially diminish the quality of the ocean and coastal environment, including approval of large-scale unsustainable coastal development or approval of new types of destructive fishing practices; and
- 5.2.5. ongoing safety of Waitt Institute staff and partners at project site.

6. Guiding principles.

6.1. In undertaking these tasks, the Parties agree to the following planning principles:

- 6.1.1. Plan with the goal of sustainable, profitable, and enjoyable use of ocean resources, for next year and for future generations;
- 6.1.2. Plan with a focus on increasing fisheries' catches and preserving traditional uses of coastal areas;
- 6.1.3. Plan with the premise that a zoning plan that is well supported by the community will result in higher voluntary compliance;
- 6.1.4. Plan with consideration of maximizing ease of enforcement, including gear-based management and design of zone boundaries based on known landmarks, where possible;

- 6.1.5. Plan with an understanding of the necessity for strong legal support for enforcement, including for prosecuting and penalizing infractions;
 - 6.1.6. Plan with an aim of long-term financial independence and viability of implementation; and
 - 6.1.7. Plan with the awareness that revisions and adjustments may be needed over time to maximize effectiveness.
- 6.2. In undertaking these tasks, the Parties also will keep the following considerations in mind:
- 6.2.1. The need to establish clear lines of authority and actions;
 - 6.2.2. The opportunity to implement existing laws to achieve effective management for Curaçao's waters;
 - 6.2.3. The important roles that national and local governing bodies play in managing Curaçao's waters;
 - 6.2.4. The need for robust public participation in the planning and implementation process; and
 - 6.2.5. The need to establish a comprehensive plan that is fair, enforceable, and achievable given limited resources.

7. General provisions.

- 7.1. This MOU will go into effect when signed by all parties.
- 7.2. This MOU will remain in effect until either modified or cancelled by mutual consent of the signing parties. Any party may terminate this agreement by providing 60 days' written notice to the other parties. During this period, the parties shall make good-faith efforts to resolve any disagreement.
- 7.3. Nothing in this MOU requires any party to take any action that is contrary to applicable law, or regulation.
- 7.4. Nothing in this MOU creates a financial obligation.

Signed for Government of Curaçao by:

Signed for the Waitt Institute by:

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Name: Hon. Dr. Bernhard Whiteman
 Title: Minister of Health, Environment and Nature

Name: Ayana Elizabeth Johnson, Ph.D.
 Title: Executive Director