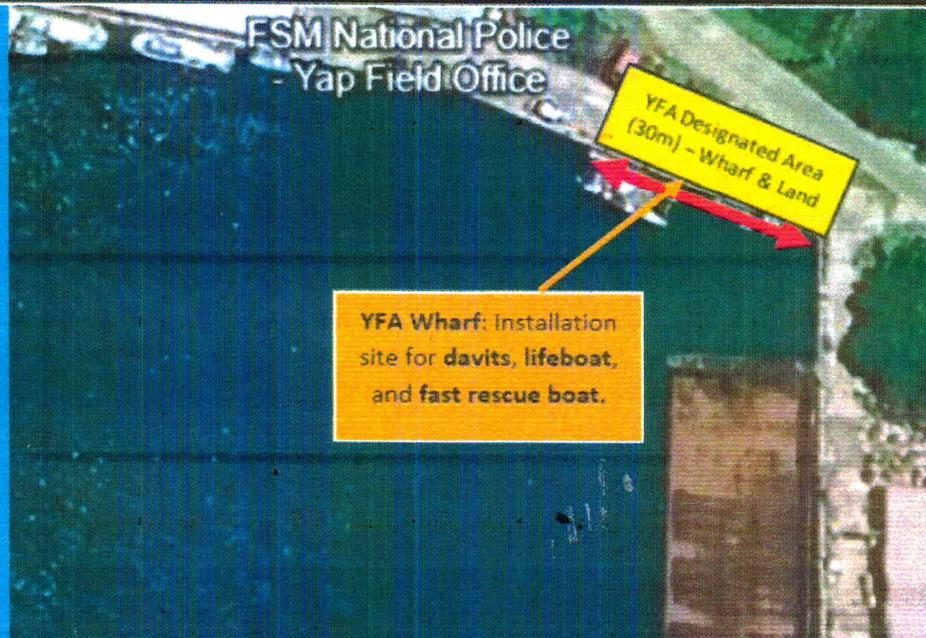


# MEMORANDUM OF UNDERSTANDING BETWEEN THE FSM- *FISHERIES AND MARITIME* *INSTITUTE* AND THE *YAP* *FISHING AUTHORITY*

*For Utilization of YFA Site for Training Equipment  
Installation and Survival Techniques Training.*



## Memorandum of Understanding (MOU)

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**MEMORANDUM OF UNDERSTANDING**  
**Between**  
**FSM-Fisheries and Maritime Institute (FMI)**  
**And**  
**Yap Fishing Authority (YFA)**

This Memorandum of Understanding (MOU) is entered into on this 25<sup>th</sup> day of August, 2025.

**PART A: PURPOSE**

The purpose of this Memorandum of Understanding (MOU) is to outline the terms and conditions under which the FSM-FMI will utilize a designated space provided by YFA as illustrated in Appendix 1. This space will be used for the installation of the davits for the Lifeboat and Rescue Boat, as well as for docking the FSM-FMI Training Ship. This collaboration aims to support FSM-FMI's initiatives, specifically benefitting FSM-FMI cadets. Both parties commit to working collaboratively to ensure the successful implementation of this project, delivering effective and compliant training programs that align with international maritime standards, particularly the STCW 2010 Code.

**Scope of Collaboration**

**1. Installation of Davits, lifeboat, Fast Rescue Boat and Use of Designated Space**

YFA will provide FSM-FMI with a 30-meter designated area along the wharf, which includes the dry land right on top of the wharf within this 30-meter space and under the care of YFA, for installing the davits, lifeboat, and fast rescue boat essential for FSM-FMI's training programs. This designated area will also be used for docking FSM-FMI's training ship to support practical maritime training activities. (See Appendix 1: Site Map of Designated Area at YFA Wharf)

**PART B: GOAL OF THE MOU**

1. **Support Training Excellence:** Provide FSM-FMI cadets with access to facilities and equipment that meet international maritime training standards and align with the requirements of the STCW Code. The international Convention on Standards of Training, Certification, and Watchkeeping for Seafarers (STCW 2010) sets guidelines for proficiency certification.
2. **Strengthen Workforce Development:** Equip cadets with skills to support Yap State's maritime and fisheries sectors.
3. **Foster Sustainable Collaboration:** Ensure mutual benefits for both FSM-FMI and YFA in areas of training, maintenance, and workforce contribution.

## **PART C: SCOPE OF THE MOU**

This MOU outlines the terms of collaboration between FSM-FMI and YFA for the provision and utilization of designated space for maritime training purposes. The agreement covers:

1. Space allocation and conditions for its use.
2. Responsibilities for both Parties in the facility maintenance, electric power supply, and commitment to uninterrupted operations.
3. Mutual benefits to FSM-FMI, YFA, and the broader maritime community of Yap State.

## **PART D: BENEFITS TO YFA**

1. **Future Workforce Development**  
FSM-FMI's trained cadets may become valuable contributors to YFA's operations, offering a skilled workforce for fishing vessels.
2. **Contribute to Yap State**  
Trained cadets will be assets to Yap State's maritime sector, supporting local fisheries and economic growth.
3. **Space Maintenance**  
FSM-FMI will maintain the space, ensuring it remains organized and beneficial to YFA's facilities.
4. **Enhanced Safety Standards**  
FSM-FMI's compliance with STCW training standards will help raise maritime safety within Yap, benefiting YFA.

## **PART E: BENEFITS TO FSM-FMI**

1. **STCW Code Compliance**  
YFA's facilities will help FSM-FMI meet STCW Code requirements, ensuring cadet training aligns with international standards.
2. **Enhanced Employability**  
STCW-compliant training will improve cadets' employability in the maritime industry globally.
3. **Reputation and Credibility**

This partnership strengthens FSM-FMI's reputation as a top training provider, adhering to global standards.

4. **Operational Readiness**

Access to quality facilities ensures that FSM-FMI cadets gain hands-on training, increasing their confidence and skills.

5. **Institute Growth**

This partnership supports FSM-FMI's growth by attracting more students, funding, and recognition within the maritime education sector.

**PART F: YFA RESPONSIBILITIES**

1. **Space Provision**

YFA agrees to provide FSM-FMI full use of the 30-meter length along the wharf for docking its training ship, including the dry land on top of the wharf within the same 30-meter length, which are under the care of YFA, for the installation of davits for lifeboat and fast rescue boat (see Appendix 1 – Site Map).

2. **Non-Interference**

YFA will support uninterrupted FSM FMI activities and training opportunities within the agreed space.

3. **Security**

YFA will support FSM-FMI in maintaining a safe training environment and provide security for the designated areas.

**PART G: FSM-FMI RESPONSIBILITIES**

1. **Power Provision and Payment**

FSM-FMI will supply and cover the costs of power for all activities within the designated space.

2. **Maintenance of Survival Training Equipment & Cleanliness**

The FSM FMI shall provide regular maintenance of equipment and areas for optimal operations and cleanliness.

3. **Use of Space**

FSM-FMI agrees to use the space exclusively for its training activities, including installation and operation of lifeboat, fast rescue boat, and docking its training ship. FSM-FMI shall not sub-lease the designated space to any third party.

4. **Training Standards**

The FSM-FMI will ensure that all practical training meets STCW 2010 requirements, enabling cadets to gain necessary proficiency certifications.

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- **STCW 2010, Section A-VI/2:** Mandatory minimum requirements for the issuance of certificates of proficiency in Survival Craft, rescue boats, and fast rescue boats.

**5. Lease Fee**

FSM-FMI agrees to pay YFA a monthly lease fee of Two Hundred Dollars (\$200) for the use of the designated space.

**6. Removal of Equipment**

In the event the MOU is terminated or the lease agreement is not renewed, FSM-FMI shall be responsible for removing all equipment and clearing the designated area completely within a reasonable time.

**PART H: LONG-TERM AGREEMENT**

This MOU is intended as a long-term agreement, commencing on approval date by YFA Manager and lasting for an initial term of ten (10) years. It may be renewed upon mutual agreement by both parties.

**PART I: EFFECTIVE DATE AND TERM**

This MOU shall become effective upon signing and will remain in effect until either party provides written notice of Termination. The FSM-FMI may begin utilizing the designated space immediately upon signing, with all equipment installation funded and managed by JICA (Japan International Cooperation Agency).

**PART J: GENERAL PROVISIONS**

**1. Amendment**

Modifications to this MOU must be agreed upon in writing by both parties.

**2. Termination**

Both parties may terminate this MOU by mutual consent and without cause by providing at least a six (6) months written notice. Both parties agree to collaborate to ensure an orderly termination process.

**3. Dispute Resolution**

Disputes will be resolved through negotiation; if unresolved, an agreed-upon mediator may be consulted.

**4. Liability**

Both parties will assume responsibility for their operations and agree to indemnify each other against any arising claims, liabilities, damages, losses, and expenses, including but not limited to, reasonable attorney fees, arising out of or related to parties' operations.

By signing this MOU, both parties agree to the terms and conditions outlined herein.

**For the FSM-Fisheries and Maritime Institute (FMI):**

  
\_\_\_\_\_  
Theresa Korovulaono  
President & CEO, COMFSM

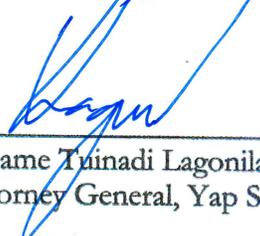
  
\_\_\_\_\_  
Date

**For the Yap Fishing Authority (YFA):**

  
\_\_\_\_\_  
John F. Tithinyinug  
General Manager, YFA

  
\_\_\_\_\_  
Date

**Agree as to legal form:**

  
\_\_\_\_\_  
Viliame Tuinadi Lagonilakeba  
Attorney General, Yap State

  
\_\_\_\_\_  
Date

**Appendix 1: Site**

The agreed location at YFA Wharf.



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