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**COMMITTEE FOR INLAND FISHERIES  
AND AQUACULTURE FOR AFRICA**

**Report of the**

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**SIXTH AQUACULTURE NETWORK FOR AFRICA (ANAF) ANNUAL  
MEETING**

**Entebbe, Uganda, 6–9 December 2016**



COMMITTEE FOR INLAND FISHERIES  
AND AQUACULTURE FOR AFRICA

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## **PREPARATION OF THIS DOCUMENT**

This document represents the report of the sixth Aquaculture Network for Africa (ANAF) annual meeting held from 6 to 9 December 2016 in Entebbe, the Republic of Uganda. It was prepared by the Lake Victoria Fisheries Organization (LVFO) Secretariat and edited by Mr Valerio Crespi (Fisheries and Aquaculture Officer) of the FAO Fisheries and Aquaculture Department, and Mr Pierre Murekezi, FAO Legal Consultant.

The meeting was organized by the LVFO Secretariat in collaboration with FAO Rome and with funding from FAO as a part of its efforts to support the formal establishment of ANAF. The Government of the Republic of Uganda hosted the meeting and the Ministry of Agriculture, Animal Industry and Fisheries provided invaluable logistical support. The document was edited by Mr Edward Fortes and formatted in line with FAO house style by Ms Danielle Rizcallah who also assisted in the preparation of the final layout.

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### **ABSTRACT**

The purpose of the sixth Annual Meeting of the Aquaculture Network for Africa (ANAF) was to reaffirm the commitment towards ANAF by its member countries, discuss and agree on the draft of the four legal documents: (i) ANAF Founding Agreement; (ii) ANAF rules of procedure; (iii) ANAF financial regulations; and (iv) ANAF headquarters agreement; and to discuss and agree on a clear strategy and concrete follow-up actions leading to the establishment of ANAF as an intergovernmental organization (IGO).

The meeting was attended by: legal officers from the Republic of Chad, the Republic of Kenya, the Republic of Liberia, the Republic of Mali, the Republic of Mozambique, the Federal Republic of Nigeria, the Republic of Senegal, the United Republic of Tanzania, the Republic of Uganda, and the Republic of South Africa; ANAF National Focal Points from the Republic of Cameroon, the Republic of Kenya, the Republic of Senegal, the Republic of Uganda, the Republic of Zambia and the Republic of South Africa; one representative from African Union-Interafrican Bureau for Animal Resources (AU-IBAR); one FAO Legal consultant; the Senior Fisheries and Aquaculture Officer from FAO Regional Office for Africa in the Republic of Ghana; one Aquaculture Officer from FAO Headquarters in Rome; and the executive secretary and two technical officers from Lake Victoria Fisheries Organization (LVFO). Out of 14 member countries, 12 were represented at the meeting.

Presentations made included: (1) introduction to the meeting: background, purpose, process and expected outputs; (2) AU-IBAR aquaculture development activities in Africa; (3) presentation of the four legal documents; (4) report prepared by the legal officers working group; (4) concept note on the process for the establishment of ANAF prepared by the ANAF National Focal Points working group.

During the meeting, two working groups were established. The ANAF legal documents were reviewed and these included: the draft agreement, the draft rules of procedure, the draft financial regulations and the draft headquarter agreement. A concept note on the roadmap for the establishment of ANAF was developed. Two options were proposed for establishment of ANAF: (1) ANAF secretariat to be hosted by a member country as an IGO; or, (2) integration of ANAF as a unit within AU-IBAR structure. The meeting was more in favour of the second option for budgetary reasons, but a final decision will be taken by member countries during the next Committee on Inland Fisheries and Aquaculture in Africa (CIFAA) Session to be held in the Republic of the Gambia from 9 to 11 May 2017. The Republic of Mali offered to host the Seventh ANAF Annual Meeting in 2017. The Republic of South Africa also offered to host the next ANAF meeting following the World Aquaculture Society meeting to be held in Cape Town during 26–30 June 2017. This could be a good opportunity to promote ANAF at the international level.

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**ABBREVIATIONS AND ACRONYMS**

ANAF	Annual Meeting of the Aquaculture Network for Africa
AUC	African Union Commission
AU-IBAR	African Union-Interafrican Bureau for Animal Resources
CAMFA	Council of Africa Ministers of Fisheries and Aquaculture
CIFAA	Committee for Inland Fisheries and Aquaculture of Africa
DREA	Department of Rural Economy and Agriculture
EAC	East African Community
FAO	Food and Agriculture Organization of the United Nations
IGAD	Intergovernmental Authority for Development
IGO	Intergovernmental Organization
LVFO	Lake Victoria Fisheries Organization
MAAIF	Ministry of Agriculture, Animal Industry and Fisheries
NFP	National Focal Point
REC	Regional Economic Community
SADC	Southern African Development Community



## **INTRODUCTION**

1. The Sixth Annual Meeting of the Aquaculture Network for Africa (ANAF) was held at the Imperial Golf View Hotel, Entebbe, the Republic of Uganda from 6 to 9 December 2016. The meeting was attended by: Legal Officers from the Republic of Chad, the Republic of Kenya, the Republic of Liberia, the Republic of Mali, the Federal Republic of Nigeria, the Republic of Senegal, the United Republic of Tanzania, the Republic of Uganda, the Republic of Mozambique and the Republic of South Africa; the ANAF National Focal Points from the Republic of Cameroon, the Republic of Kenya, the Republic of Senegal, the Republic of South Africa, the Republic of Zambia and the Republic of Uganda; one representative from the African Union-Interafrican Bureau for Animal Resources (AU-IBAR); one FAO Legal consultant; the Senior Fisheries and Aquaculture Officer from the FAO Regional Office for Africa in the Republic of Ghana; one Aquaculture Officer from FAO Headquarters in Rome; the Executive Secretary and two Technical Officers from the Lake Victoria Fisheries Organization (LVFO). Overall, 12 out of 14 member countries were represented at the meeting, apart from the Republic of Ghana and the Republic of Namibia, who were unable to attend: in the first case because national elections were taking place during the time of the meeting; in the second, because of other important commitments. The list of participants is included in Appendix 1.

2. The purposes of the meeting were to: (i) review the commitment to ANAF by its member countries; (ii) discuss and revise the draft of the four following legal documents: (1) ANAF founding Agreement, (2) ANAF rules of procedure, (3) ANAF financial regulations and (4) ANAF headquarters agreement; and (iii) to discuss and agree on a clear strategy and concrete follow-up actions leading to the formal establishment of ANAF.

## **OPENING OF THE MEETING**

3. In his welcoming remarks, the Executive Secretary of LVFO, Mr Godfrey V. Monor welcomed participants to Entebbe and thanked FAO for its continuing support to ANAF and for funding this particular meeting. He also thanked the Uganda team composed of LVFO staff and the ANAF National Focal Point from the Republic of Uganda for their invaluable support in organizing the meeting.

4. Mr Alhaji M. Jallow, the FAO Representative in the Republic of Uganda, welcomed participants to Entebbe in his remarks and, on behalf of FAO, thanked the Republic of Uganda and particularly the Ministry of Agriculture, Animal Industry and Fisheries (MAAIF) for accepting to host the meeting. He reminded participants of the importance of aquaculture as it contributes 50 percent of global production – especially from South Asia – but noted the low production levels in Africa apart from the Arab Republic of Egypt, the Republic of Ghana, the Federal Republic of Nigeria and the Republic of Uganda. He stressed the importance of member countries' commitment to ANAF in order to strengthen the development of aquaculture and address food security issues. He reminded attendees that the Fifth Annual Meeting had agreed to turn ANAF into an IGO; he hoped that the Sixth Meeting participants would validate the legal documents and define a clear strategy for strengthening ANAF. He thanked participants for attending the meeting and wished them an enjoyable stay in Entebbe. He also thanked the Republic of Uganda and LVFO for what had been a fruitful collaboration, as well as their assistance in organizing the meeting, and wished the participants successful discussions.

5. The meeting was officially opened by the MAAIF Permanent Secretary, Mr Pius Wakabi Kasajja. He welcomed participants to the Republic of Uganda and thanked FAO for funding ANAF and supporting aquaculture development in Africa. He reported that ANAF was established during the 14<sup>th</sup> Session of the Committee for Inland Fisheries and Aquaculture of Africa (CIFAA) in November 2006, and it represents the only specialized network in the field of aquaculture in Africa. He stressed the importance of consolidating what had been achieved so far and requested the elaboration of strategies to strengthen ANAF, including a suitable legal framework. Highlighting the importance of the aquaculture sector for the Republic of Uganda, he noted the importance of regulating the sector. He pledged the Republic of Uganda's commitment to implement the meeting's outcomes and recommendations. He thanked FAO and LVFO staff for organizing this important event and declared the Sixth ANAF Annual Meeting open.

### **ADOPTION OF THE AGENDA**

6. Ms Beatrice Nyandat, Senior Assistant Director, Ministry of Agriculture, Livestock and Fisheries, the Republic of Kenya, was unanimously elected Chair of the Meeting. The agenda was adopted with minor amendments and is provided in Appendix 2.

### **MEETING BACKGROUND, EXPECTED OUTPUTS AND PROCESS**

7. Mr Valerio Crespi, Fisheries and Aquaculture Officer, FAO Fisheries and Aquaculture Department and ANAF Technical Secretary *ad interim*, delivered a presentation providing background on ANAF, the main objectives of the meeting, and the process to be followed to achieve the objectives and expected outputs.

8. Since 2007, five ANAF annual meetings have been organized.<sup>1</sup> The last meeting was held in Dakar, the Republic of Senegal in September 2013, and it agreed on the establishment of ANAF-IGO. The objective of ANAF-IGO was to expand aquaculture development in the region through technical cooperation and the promotion of sustainable aquaculture practices as a means to fight poverty, ensure food security, provide employment and support rural development.

9. The expected outputs presented were: a pre-final meeting report; member countries' commitment to ANAF; a revised/cleared version of the four legal documents; and a concept note document describing the process for the establishment of ANAF.

10. During plenary discussion it was noted that countries should reaffirm that a formalized and functional ANAF is still a valid initiative for the development of aquaculture. Furthermore, the ANAF transformation process should be clearly defined to allow meeting participants, particularly Legal Officers, to explain and convince their governments of the value of the Network. It was also noted

<sup>1</sup> Reports of ANAF Annual Meetings

FAO. 2013 Report of the Technical meeting and training on the Aquaculture Network for Africa (ANAF) website: data collection and dissemination tools. Jinja, Uganda, 22–25 November 2011. FAO Fisheries and Aquaculture Report No. 1010. Rome, FAO.

FAO. 2013 Report of the Fourth Aquaculture Network for Africa (ANAF) Annual Meeting. Entebbe, Uganda, 4–6 December 2012. FAO Fisheries and Aquaculture Report No. 1049. Rome, FAO.

FAO. 2016 Report of the Fifth Aquaculture Network for Africa (ANAF) Annual Meeting. Dakar, Senegal, 11–13 September 2013. FAO Fisheries and Aquaculture Report. No. 1179. Rome, FAO.

that ANAF should demonstrate benefits for other countries to join; however, this will mainly depend on the availability of funds and a strong Secretariat capable of implementing a programme of work and coordinate inputs by National Focal Points.

## **AU-IBAR AQUACULTURE DEVELOPMENT ACTIVITIES IN AFRICA**

11. Dr Mohamed B.D. Seisay, Senior Fisheries Officer, AU-IBAR, gave a presentation on AU-IBAR aquaculture initiatives in Africa. The organization dealing with aquaculture has a specialized technical office within the Department of Rural Economy and Agriculture (DREA) of the African Union Commission (AUC). The aquaculture activities are guided by the Policy Framework and Reform Strategy for Fisheries and Aquaculture in Africa. The Policy provides guidelines for sustainable aquaculture development and promotes market-led aquaculture growth.

12. Thematic areas relevant to aquaculture in the Malabo Declarations were highlighted and included: Commitment to Enhancing Investment Finance in Agriculture; Commitment to Ending Hunger in Africa by 2025; Commitment to Halving Poverty by the year 2025 through Inclusive Agricultural Growth and Transformation; Commitment to Boosting Intra-African Trade in Agricultural commodities and services; and Commitment to Enhancing Resilience of Livelihoods and Production Systems to Climate Variability and other related risks.

13. Work done by AU-IBAR in relation to Member States and Regional Economic Community (REC) was reported as follows: development of a Continental Plan of Actions for aquaculture; elaboration of five regional aquaculture environmental frameworks for sustainable aquaculture development; mapping out fish disease occurrence and risk factors in five of the continent's regions; supported Southern African Development Community (SADC) Secretariat for validation of SADC Aquaculture Strategy Plan; provided technical support to the Republic of Cameroon for the development of a national aquaculture strategy; supported the Republic of Kenya to develop an Aquaculture Improvement Programme; assisted Intergovernmental Authority for Development (IGAD) and East African Community (EAC) to develop their regional aquaculture strategies in line with the Policy Framework and Reform Strategy for Fisheries and Aquaculture for Africa; publications on lessons learnt and best practices on aquaculture systems.

14. The 2014 joint Ministerial Conference decisions relevant to aquaculture were reported: urge AU and RECs to support institutional linkages at regional levels for fisheries and aquaculture development; and request AU, REC and Member States to strengthen the Committee on Inland Fisheries and Aquaculture in Africa (CIFAA) and other networks to play their role in promoting aquaculture development on the continent effectively.

15. The challenges of establishing regional aquaculture networks were highlighted: limited information on technologies and best aquaculture practices; market information; and business models to get started. The Council of Africa Ministers of Fisheries and Aquaculture (CAMFA), recognized the importance of aquaculture and recommended the think tank Meeting in Cairo, the Arab Republic of Egypt to solicit views from AU Member States. The regional networks for aquaculture could support an effective continental apex body like ANAF/CIFAA and memberships could include national aquaculture associations, academics and the private sector.

16. The AU-IBAR proposal is to establish regional aquaculture networks at regional levels, with the process to include: packaging of lessons learnt and best practices from existing regional aquaculture networks; identification of foreseen challenges and possible solutions; undertaking an inventory of national aquaculture associations; and formulating a framework for establishing regional aquaculture networks.

17. During the plenary discussion, participants requested clarification on how to obtain assistance from AU-IBAR with regard to the establishment of ANAF. The overlaps between AU-IBAR and ANAF were commented upon, and the suggestion was put forward as to whether ANAF could be hosted under an AU-IBAR structure, given that African governments are already contributing to AU financially. Based on the discussion, the meeting decided that this option should be taken into consideration as a concrete opportunity to speed up the ANAF formalization process.

### **ESTABLISHMENT OF TWO WORKING GROUPS**

18. Following the first two plenary presentations, the meeting decided to form two working groups: the first one composed of Legal Officers and lead by the FAO Legal Consultant, Mr Pierre Murekezi, and was asked to revise and validate the four draft legal documents; the second, composed of ANAF National Focal Points, FAO officers and chaired by the ANAF-NFP from the Republic of South Africa, Mr Belemane Semoli, had the responsibility of drafting a concept note document describing the process that would lead to the formal establishment of ANAF. Therefore, the outcomes of the two working groups would be presented and discussed in the plenary for consideration and final endorsement.

19. The Legal working group was composed of a FAO Legal consultant and Legal Officers from the Republic of Chad, the Republic of Liberia, the Republic of Kenya, the Republic of Mali, the Republic of Mozambique, the Republic of South Africa, the Republic of Senegal, the Republic of Uganda and the United Republic of Tanzania.

20. The ANAF working group was composed of ANAF Focal Points from the Republic of Cameroon, the Republic of Kenya, the Republic of Uganda, the Republic of Senegal, the Republic of South Africa, Zambia, Mr Valerio Crespi and Mr Ndiaga Gueye. The objective was to draft a concept note on the process of establishment of ANAF. The ANAF working group presented the table of contents of the concept note as follows: background information; justification for ANAF; general objective of setting up ANAF and 12 specific objectives; proposed options and conditions; process; expected outputs; short-medium-term programme of work (two to five years); ANAF achievements; lessons learnt; Terms of Reference for ANAF National Focal Point and for the ANAF Secretariat.

### **OUTCOMES OF THE LEGAL WORKING GROUP**

21. The working group discussed, revised and endorsed the four legal documents for the ANAF-IGO transformation process.

22. The draft Agreement which intends to set up the organization. This document outlines the foundation, functions and organizational operating mechanisms that would come into effect once established. The ANAF Agreement endorsed by the legal team is contained in Appendix 3.

23. The draft rules of procedure set out the detailed procedures and various duties associated with the functions and running of the organization once it comes into being. These include rules concerning meetings, representation, agenda, functions and responsibilities, budget and finance issues, in addition to the participation of different parties. The endorsed ANAF rules of procedure are contained in Appendix 4.

24. The draft financial regulations set out the regulations concerning the financial period, budget (including the review and approval process, and appropriation) and the funds in the organization's general account once it is formed. The document also addresses other sources of income that could be contributed and accruable to the organization's budget, as well as the processes and responsibilities associated with the custody and investment of funds. The document includes regulations outlining different responsibilities for internal control and external audit. The endorsed draft of the ANAF financial regulations is contained in Appendix 5.

25. The draft headquarter agreement, which is a draft between the government of the proposed Host Country and the proposed organization, provides an overview of its provisions, and indicates that the headquarter agreement may be modified following further discussions between ANAF and the proposed Host Country. After a discussion that revolved around immunities and privileges, the legal team endorsed the draft headquarters agreement as a working draft that could be used as a basis for negotiations between ANAF and the proposed Host Government. The headquarters agreement endorsed by the legal team is contained in Appendix 6.

26. The Secretariat presented the document, "Proposed Schedule of Membership contributions" which indicated the four regular budget scenarios, corresponding to four levels of operation. The chairperson invited delegates to discuss the options presented and decide on the level of a regular budget for ANAF, but the meeting could not come to a decision on any of the scenarios put forward, and decided to use the AU contribution model.

27. During Plenary, the working group composed of Legal Officers reported that there were no major issues. A few aspects, such as the mandate of the chairperson, were discussed and set at two years. Some delegates were skeptical about IGO formation because of its financial implications: there were concerns over whether it would be easy for other African countries to join the Network given that ANAF is composed of 14 member countries and the AU has 54 Member States. It was explained that the Network is open to all African countries and each country can decide to join at any time.

## **OUTCOMES OF THE ANAF NATIONAL FOCAL POINTS WORKING GROUP**

28. The group proposed two options for establishing ANAF: (1) ANAF secretariat to be hosted by a Member State as an IGO, and (2) Integration of ANAF as a unit within AU-IBAR. In both cases, the assumption was that ANAF would still operate within the framework of AU-IBAR, and FAO would continue supporting ANAF with technical expertise. The group put forward several conditions to guide AU-IBAR in the event it were to host ANAF.

29. Necessary actions to be taken after the Sixth ANAF Annual Meeting were reported. The NFPs of all ANAF member countries to discuss with their national authorities the two proposed options for the formation of ANAF. A working document on ANAF will be presented for discussion and endorsement at the Seventieth CIFAA Session, planned to be held in the Republic of the Gambia

from 9 to 11 May 2017. Another opportunity to present ANAF will be during the Ninth Session of the COFI Sub-Committee on Aquaculture to be held in the Islamic Republic of Iran, 23–27 October 2017. In the event that no Member State were to accept hosting ANAF, FAO will communicate with AU-IBAR in order to initiate the integration process of ANAF within the AU structure.

30. Expected outputs were highlighted and included: active participation of key aquaculture stakeholders, enhanced aquaculture development, information sharing, improved collaboration of Member States, enhanced delivery of extension services, capacity building, business models to learn from, increased fish trade, fish consumption, competitiveness and diversification of aquaculture species.

31. A programme of work for the short- and medium-term (for two to five years) for ANAF was presented, but this will depend on the availability of resources provided by the ANAF Secretariat, member countries and/or external budgetary funds (e.g. donors).

32. The group presented the results achieved by ANAF so far. Results included: annual meetings and consultancy reports published; setting up the ANAF Information System ([www.anafaquaculture.org](http://www.anafaquaculture.org)); the development of ANAF-IGO legal founding documents; and lessons learnt through collaborations among ANAF member countries. The group also drafted the Terms of Reference for the ANAF National Focal Points and the ANAF Secretariat staff, which is composed by an Aquaculture officer and an Information and Communication specialist.

33. In the plenary, the meeting discussed options for the establishment of ANAF. Individual participants reported that they do not have the mandate to decide on the best option. However, the meeting recommended option 2 because it is less costly as member countries are already contributing to AU financially. The meeting agreed that participants should go back and consult their national authorities on this point by presenting the drafted concept note. Country decisions will be reported at the 17<sup>th</sup> CIFA Session planned for discussion and endorsement in May 2017.

34. The representative from AU-IBAR reported that if ANAF is housed under their organization, it will have a budget line like any other Secretariat and its annual administrative and operational budget will follow the AU approval process.

35. The meeting suggested that if ANAF is hosted under AU-IBAR, any member country is welcome to offer to second AU-IBAR and pay for the staff Secretariat so as to start it off, instead of waiting for the recruitment process to take place in AU-IBAR.

36. The revised ANAF Concept note on the process for the establishment of ANAF is provided in Appendix 7.

37. In his concluding remarks, Mr Valerio Crespi reminded participants that it is costly to fund ANAF Annual Meetings and FAO may call upon Countries to fund their own participation in future. He thanked LVFO and the Government of the Republic of Uganda for the organization of the meeting and informed the participants that he will finalize the Concept note and prepare the Sixth ANAF Annual Meeting report in early 2017. The Concept note in English and French will be circulated to ANAF National Focal Points to initiate discussions at the national level, in order to take a final decision on the two proposed options to be communicated to ANAF Secretariat *ad interim* by the end of March 2017.

## **FIELD VISIT TO THE GARUGA INTEGRATED AQUACULTURE FARM**

38. A field visit to the Garuga integrated aquaculture farm was organized for all participants on the final day. The farm is located in Lake Victoria, 6 km from the town of Entebbe. This farm works on farming Nile tilapia (*Oreochromis niloticus*), North African catfish (*Clarias gariepinus*), ornamental fishes, poultry, pig and agro-business. The farm has a hatching unit, rectangular and circular concrete ponds, and fibreglass tubs submerged in the lake for the tilapia's ongrowing period. There are 41 people working on the farm, seven of whom are employed for cage farming in Lake Victoria; it holds 15 cages of 108 m<sup>3</sup> (6 m x 6 m x 3 m) imported from China. Floating cages are stocked with 2 g fingerlings at a density of 20 000 fishes. Each cage produces between 7 to 8 tonnes per production cycle. The tilapia's commercial size is about 800 g, which it reaches in six months of farming. Products are commercialized at the farm. After hatching, catfish larvae are kept for just a week before being transferred to the ponds, where a better growth and survival rate can be observed. The catfishes commercialized on the farm are often used as bait for the capture of big Nile perch (*Lates niloticus*) in the lake.

## **DATE AND VENUE OF THE NEXT ANAF ANNUAL MEETING**

39. The Republic of Mali offered to host the Seventh ANAF Annual Meeting in 2017. The Republic of South Africa also offered to host the Seventh ANAF Annual Meeting as they will be hosting the World Aquaculture Society meeting from 26 to 30 June 2017 and the two meetings could be held one after the other. The Republic of Cameroon again reported their willingness to host the Seventh ANAF Annual Meeting.





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## APPENDIX 2

## Agenda and timetable

6<sup>th</sup> annual Meeting of Aquaculture Network for Africa (ANAF)  
From 6 to 9 December 2016  
Imperial Golf View Hotel, Entebbe, the Republic of Uganda

TUESDAY 6 DECEMBER 2016		
Time	Activities	Responsible
8:30–9:15	- Arrival of participants	All
9:15–10:30	- Opening Ceremony - Welcome Statement by FAO (FAO Representative in Uganda) - Opening Speech by the Permanent Secretary of in the Ministry of Agriculture Animal Industry and Fisheries - Introduction of participants - Election of the Chairman (for the Plenary Session) - Adoption of the Agenda	Godfrey V. Monor LVFO
10:30–11:00	- Group photograph and coffee break	
11:00–11:30	- Introduction of the Workshop: scope, process, expected outcomes	Valerio Crespi FAO
11:30–12:00	- AU-IBAR Aquaculture Development Activities in Africa	Mohamed Seisay AU-IBAR
12:00–13:00	- Working group of Legal Officers: finalization and endorsement of draft legal documents to establish and operationalise ANAF - Working group of ANAF National Focal Points: elaboration of a concept note for the establishment of ANAF	National Legal Officers and Pierre Murekezi  ANAF National Focal Points, FAO
13:00–14:00	- Lunch break	All
14:00–17:00	- Working group of Legal Officers: finalization and endorsement of draft legal documents to establish and operationalise ANAF - Working group of ANAF National Focal Points: elaboration of a concept note for the establishment of ANAF	National Legal Officers and Pierre Murekezi  ANAF National Focal Points, FAO
WEDNESDAY 7 DECEMBER 2016		
9:00–10:30	- Working group of Legal Officers: finalization and endorsement of draft legal documents to establish and operationalise ANAF - Working group of ANAF National Focal Points: elaboration of a concept note for the establishment of ANAF	National Legal Officers and Pierre Murekezi  ANAF National Focal Points, FAO
10:30–11:00	- Coffee break	All

11:30–13:00	- Working group of Legal Officers: finalization and endorsement of draft legal documents to establish and operationalise ANAF - Working group of ANAF National Focal Points: elaboration of a concept note for the establishment of ANAF	National Legal Officers and Pierre Murekezi  ANAF National Focal Points, FAO
13:00–14:00	- Lunch break	All
14:00–17:00	- Working group of Legal Officers: finalization and endorsement of draft legal documents to establish and operationalise ANAF - Working group of ANAF National Focal Points: elaboration of a concept note for the establishment of ANAF	National Legal Officers and Pierre Murekezi  ANAF National Focal Points, FAO
<b>THURSDAY 8 DECEMBER 2016</b>		
8:30–10:30	- Working group of Legal Officers: finalization and endorsement of draft legal documents to establish and operationalise ANAF - Working group of ANAF National Focal Points: elaboration of a concept note for the establishment of ANAF	National Legal Officers and Pierre Murekezi  ANAF National Focal Points, FAO
10:30–11:00	- Coffee break	All
11:00–13:00	- Presentation and plenary discussion of the outcomes of the two working groups	All
<b>FRIDAY 9 DECEMBER 2016</b>		
8:00–13:00	- Field trip to a fish farm	All
13:00–14:00	- Lunch break	All
14:00–15:00	- Reading and adoption of the main outputs of the Sixth ANAF Annual Meeting	FAO and participants
15:00–16:00	- Closing remarks	Host Country, FAO, LVFO

## AGREEMENT ESTABLISHING THE AQUACULTURE NETWORK FOR AFRICA

### PREAMBLE

#### **The Contracting Parties,**

*COGNISANT* of the need for aquaculture and capture fisheries to be managed consistently under a general fisheries and aquaculture resources management policy, with a view to ensuring food security and rural development;

*AWARE* of the significant potential for aquaculture development in contributing to the fight against poverty and unemployment in Africa, particularly in rural areas, through regional cooperation;

*RECOGNIZING* that a Pan-African network of aquaculture institution can be decisive for the development of aquaculture in the region, including through promotion and enhancement of South-South cooperation;

*DESIRING* to effectively operationalize the Aquaculture Network for Africa as an intergovernmental organization and to promote and extend the cooperation through the network to all African countries;

*MINDFUL* that the Aquaculture Network for Africa may only be successful where State commitment to aquaculture development is ensured, as well as close cooperation among all stakeholders;

*WISHING* to further strengthen the strategic partnership established through the African Union, the Food and Agriculture Organization of the United Nations (FAO), the Committee for Inland Fisheries and Aquaculture in Africa (CIFAA) and other relevant national, sub-regional, regional and international efforts;

*NOTING* the international instruments that are relevant to aquaculture, including the Convention on Biological Diversity, the Convention on Wetlands of International Importance especially as Waterfowl Habitats, the Convention on International Trade in Endangered Species of Wild Fauna and Flora, the African Convention on the Conservation of Nature and Natural Resources, the FAO Code of Conduct for Responsible Fisheries and the United Nations Convention on the Law of the Sea of 10 December 1982;

Have agreed as follows:

#### **Article 1. Definitions**

For the purpose of this Agreement:

- a) 'Aquaculture' means the cultivation, propagation or farming of aquatic organisms including fish, molluscs, crustaceans and aquatic plants whether from eggs, spawn, spat, seed or other means or by rearing aquatic organisms taken from the wild or imported, or by other similar process;
- b) 'Committee' means the Technical Advisory Committee of the Organization;
- c) 'Contracting Party' means a Party to this Agreement or a Member of the Organization;
- d) 'Council' means the Council of the Organization;
- e) "Depositary" means the Government of the Host Country .....
- f) "Executive Secretary" means the Executive Secretary of the Organization, unless indicated otherwise;
- g) "Founding Members" means a member signatory to this establishing Agreement;

- h) 'Host Country' means the Contracting Party in which the seat of the Organization is located; and
- i) 'Organization' means the Aquaculture Network for Africa or ANAF.

## **Article 2. Establishment**

1. The Contracting Parties hereby establish the Aquaculture Network for Africa, hereinafter ANAF, as an intergovernmental organization with the objectives, mandate and functions and with such powers, privileges and immunities as provided in this Agreement.
2. The Organization shall possess juridical personality and enjoy such capacities as may be necessary for the exercise of its functions and the achievement of its objectives.
3. The official languages of the Organization shall be English and French. The Council may decide to adopt additional official or working languages, as deemed necessary.

## **Article 3. Objectives**

1. The general objective of the Organization is to optimize the utilization of available resources in order to foster sustainable aquaculture development in Africa, as a means to fight poverty, ensure food and nutrition security, create wealth, provide employment and ensure sustainable livelihood and development, particularly in rural areas.
2. The specific objectives of the Organization shall be:
  - (i) Increasing national fish production to reduce fish imports and save on foreign exchange;
  - (ii) Facilitating access to quality inputs for aquaculture, including capital, feed, seed, land and water;
  - (iii) Stimulating private sector investment as well as public-private partnerships in aquaculture;
  - (iv) Fostering institutional linkages and collaboration among Members;
  - (v) Improving rural income and employment, and gender equity;
  - (vi) Increasing and diversifying aquaculture production and enhancing productivity and profitability;
  - (vii) Assisting Members to adopt appropriate and sustainable technologies for quality seed production, feed formulation and development;
  - (viii) Generating and disseminating aquaculture information in the region for the sustainable development of the sector;
  - (ix) Facilitating the exchange of information and sharing of knowledge to promote sustainable aquaculture development;
  - (x) Promoting harmonization of policies and strengthening regulatory frameworks and standards for aquaculture development;
  - (xi) Improving capacity and promoting collaborative research and development in aquaculture;
  - (xii) Maintaining sustainable environment and ecosystems in all aquaculture practices; and
  - (xiii) Reducing post-harvest losses and ensuring quality and safety of aquaculture products.

## **Article 4. Scope and Application**

The Organization shall carry out the functions set forth in Article 5 within the territories and the areas under the jurisdiction of the Members of the Organization.

## Article 5. Functions

1. The Organization has the mandate to ensure efficient cooperation among the Contracting Parties and with other organizations for aquaculture development in Africa in five fields of action:
  - a. Research and development;
  - b. Capacity building, Education and training;
  - c. Information and knowledge exchange;
  - d. Technical assistance and technology transfer; and
  - e. Network management and coordination.
  
2. The functions and responsibilities of the Organization in the field of Research and development include:
  - a) Promoting scientific and technical cooperation, as well as joint research with and among aquaculture stakeholders such as intergovernmental organisations, civil society organizations, academic research institutions and the private sector that will address the identified constraints to aquaculture development at regional and sub-regional level;
  - b) Providing technical advisory services using aquaculture stakeholders such as intergovernmental organizations, civil society organisations, academic research institutions, and private sector to address aquaculture issues at regional and sub-regional level;
  - c) Identifying regional and sub-regional centres of excellence in matters related to aquaculture and priority aquaculture development areas, which shall be used as pilot sites for the testing and development of sustainable aquaculture technologies;
  
3. The functions and responsibilities of the Organization in the field of Capacity building, education and training include:
  - a) Developing capacity of national, sub-regional and regional aquaculture institutions and stakeholders through networking;
  - b) Coordinating farmers and extension workers exchange visits in the region, including attachment programmes at the participating aquaculture institutions;
  - c) Developing a Pan-African strategy to strengthen national aquaculture extension services;
  
4. The functions and responsibilities of the Organization in the field of Information and knowledge exchange include:
  - a) Assessing the information and training needs for aquaculture development in the Member countries, and assisting Members to formulate appropriate national strategies;
  - b) Facilitating aquaculture information and knowledge exchange at different levels along the value chain and fostering cooperation with existing programmes, projects and networks in the region;
  - c) Providing Members with a forum to discuss issues pertaining to aquaculture and the environment including the effect of direct or indirect introduction of non-indigenous species;
  - d) Establishing and maintaining an effective aquaculture information management and exchange system;
  
5. The functions and responsibilities of the Organization in the field of Technical assistance and technology transfer include:
  - a) Facilitating and coordinating technology transfer at regional and sub-regional levels;
  - b) Supporting Members in formulating feasibility studies, environmental impact assessment (EIA) studies, project and business plans;
  - c) Coordinating and facilitating the management of farmed aquatic organisms' health at regional and sub-regional levels;
  - d) Facilitating South-South cooperation for aquaculture development;



- e) Fostering cooperation among countries for aquaculture development in shared water bodies;
6. The functions and responsibilities of the Organization in the field of Network management and coordination include:
- a) Maintaining a regional aquaculture network linked to national and sub-regional networks, including national, sub-regional and regional institutions relevant to aquaculture for exchange of information;
  - b) Collaborating with regional and sub-regional institutions relevant to aquaculture as well as with policy organs, civil society organizations and the private sector, and strengthening linkages with international agencies; and
  - c) Mobilizing funding to support implementation of ANAF activities, in accordance with Articles 14 to 16 of this Agreement.

#### **Article 6. Organs**

1. The Organization shall consist of:
  - a) A Council;
  - b) A Secretariat; and
  - c) Technical Advisory Committee that the Council may from time to time, establish in accordance with Article 9 of this Agreement and the Rules of Procedure to assist in its work.
2. The Organization shall have a legal personality in accordance with international law and shall have capacity of a legal person to perform any legal act appropriate to its purpose which is not beyond the powers granted by this Agreement.
3. The Organization shall enjoy in the territory of each of its Members such privileges and immunities as are necessary for the fulfilment of its purpose.
4. The headquarters of the Organization shall be located within the territory of any of the contracting parties designated by the Council. The Organization shall enter into a Headquarters Agreement approved by the Council with the Government of the Host County.

#### **Article 7. The Council**

1. The Council shall be comprised of Ministers responsible for fisheries or aquaculture of the Contracting Parties or their authorized representatives. The Council is the governing body of the Organization.
2. The Sessions of the Council shall be conducted in accordance with this Agreement and the Rules of Procedure of the Organization.
3. The Organization shall hold an annual Session and may hold such other Sessions as may be necessary to carry out its functions and meet its objectives under this Agreement.
4. The Council shall elect a Member as its Chairperson and another member as Vice-Chairperson, who shall hold office for one year. The office of Chairperson and Vice-Chairperson shall be rotated amongst the members in succeeding years.
5. Each Member shall have one vote. Unless otherwise provided in this Agreement or the Rules of Procedure, decisions of the Council shall be taken by majority of the votes cast. A majority of the Members present shall constitute a quorum.

6. The Food and Agriculture Organization of the United Nations may be invited to participate in the Sessions of the Organization in advisory capacity and in such other capacity as may be determined by the Council.
7. Donor governments or organizations may participate at Sessions of the Organization as observers or in such capacity as may be determined by the Council.
8. In annual Session, the Council shall:
  - a) adopt or amend its Rules of Procedure, if necessary;
  - b) approve by majority of not less than two-thirds of the Members the program of work and budget of the Council, giving due consideration to the conclusions and recommendations of the Technical Advisory Committee;
  - c) assess, by a majority of not less than two-thirds of the Members, the contribution of Members as provided in Article 14;
  - d) establish special funds to receive additional resources for the development of programs and projects, as appropriate;
  - e) review and develop policies, standards and guidelines for the management and operation of the Organization;
  - f) evaluate the progress of work and activities of the Organization including the auditing of accounts, in accordance with the policies and procedures established for this purpose by the Organization and to give guidance to the Secretariat and the Executive Secretary on the implementation of its decisions;
  - g) approve formal arrangements with governments as well as other Organization or institutions, including any headquarters agreement concluded between the Organization and the Government of the Host Country in accordance with Article 6;
  - h) formulate, adopt or amend financial and administrative regulations, if necessary;
  - i) approve agreements and other arrangements for cooperation concluded pursuant to the Article 16;
  - j) perform all other functions that have been entrusted to it by this Agreement or that are ancillary to the accomplishment of the approved activities of the Organization

#### **Article 8. The Secretariat**

1. The Secretariat shall be comprised of the Executive Secretary and such staff as the Organization may require. It shall perform the functions mandated to it by the Council in accordance with this Agreement, the Rules of Procedure, the Financial Rules, the Staff Rules, the Headquarters Agreement and other relevant Organization Rules.
2. The Executive Secretary is the chief administrative officer of the Secretariat, and shall be elected by the Council on such terms as the Council may determine and in accordance with the Rules of Procedure.
3. The Executive Secretary shall receive instructions from and report to the Organization.
4. The Executive Secretary shall:
  - a. Prepare and organize the annual meeting and special meeting of the Organization and meetings of the Technical Advisory Committee, and shall provide the Secretariat for such meetings;
  - b. facilitate cooperation amongst the Members and between the Organization and its partners;
  - c. organize conferences, regional training programs and other meetings in accordance with the approved program of work and budget of the Organization;
  - d. initiate proposals for joint action programs with regional and other international bodies;
  - e. be responsible for the management of the Organization and its Secretariat;

- f. commission, at the direction of the Council, periodic reviews of the Organization in accordance with Article 5;
  - g. take action on matters consistent with the objectives of the Organization and in the implementation of the decisions of the Organization; and
  - h. perform any other functions as may be decided by the Council.
5. The Executive Secretary shall submit to the organization at each annual Session:
    - a. a report on the work of the Organization, which highlights, inter alia, the progress, results and key performance indicators and other achievements of the Organization;
    - b. a report on the audited accounts of the Organization
    - c. a draft program of work and budget for the following year
    - d. a report on specific tasks assigned to the Executive Secretary to undertake during the previous year; and
    - e. Such other matters as set out in this Agreement, the Rules of Procedure and regulations of the Organization or as decided by the Organization.
  6. The staff of the Secretariat shall be appointed by the Executive Secretary in accordance with the Staff Rules approved by the Council and shall be administratively responsible to the Executive Secretary. The paramount consideration in the employment of the staff and in the determination of the conditions of service shall be the necessity of securing the highest standards of efficiency, competence and integrity.
  7. Staff responsibilities shall be exclusively international in character and staff shall not seek or receive instructions in regard to the discharge thereof from any authority external to Organization. The Contracting Parties undertake fully to respect the international character of the responsibilities of the staff and not to seek to influence any of their nationals in the discharge of such responsibilities.
  8. Each Contracting Party undertakes, insofar as it may be possible under its constitutional procedure, to accord to the Executive Secretary and senior staff diplomatic privileges and immunities and to accord to other staff members all facilities and immunities accorded to non-diplomatic personnel attached to diplomatic missions or, alternatively, to accord to such other staff members the immunities and facilities which may hereafter be accorded to equivalent staff members of other public international organizations.

#### **Article 9. Technical Advisory Committee**

1. The Organization may establish a Technical Advisory Committee to provide advice and recommendations to the Organization on matters within its area of competence, including in support of the functions of the Organization as set out in Article 5.
2. Each Member shall be entitled to appoint one representative to the Technical Advisory Committee who may be accompanied by other experts or advisers. Such representatives shall have appropriate qualifications or relevant experience in the area of competence of the Technical Advisory Committee.
3. The Technical Advisory Committee shall be convened at least once a year or as often as is considered necessary by the members of the Technical Advisory Committee and upon the request of the Organization.
4. The Technical Advisory Committee may recommend to the Organization the establishment of sub-committees to deal with specific issues related to the area of competence of the Technical Advisory Committee. These sub-committees shall be open to Members.

5. In the exercise of their functions, the Technical Advisory Committee and sub-committees may, where appropriate, consult any other aquaculture, fisheries management, technical or scientific organization with competence in the relevant subject matter and may seek expert advice as required on an ad hoc basis.

#### **Article 10. Membership**

1. The Members of the Organization shall be the Contracting Parties to this Agreement, without prejudice to the provisions of Article 12.
2. The Council of the Organization may admit new Members, by a majority [*of no less than two-thirds*] of the Members, upon submission of an application by the interested State, in accordance with Article 18 of this Agreement.
3. The Countries referred to in Article 17 paragraph 1 shall be the Founding Members of the Organization.

#### **Article 11 Right and obligations of Members**

1. Members shall, in accordance with this Agreement, be entitled to:
  - a) participate in the meetings of the Organization, the Technical Advisory Committee and sub-committees and such other meetings as may be convened in accordance with this Agreement or the Rules of Procedure;
  - b) vote at the Organization's meetings;
  - c) obtain on request, free of charge within reasonable limits, information available within the Organization, on matters of their concern, including guidelines for obtaining technical assistance, and collaboration in any undertaking as may be facilitated in accordance with this Agreement;
  - d) technical assistance including training and capacity development subject to the capacity of the Organization to deliver such assistance or the availability of resources;
  - e) receive free of charge publications and other information that may be distributed by the Organization; and
  - f) receive such other rights or enjoy such other privileges as may be provided to Members under this Agreement or as may be accorded by decision of the Organization.
2. The Members shall:
  - a) settle their financial obligations towards the Organization;
  - b) collaborate in determining the technical activities of the Organization;
  - c) provide, promptly, information reasonably requested by the Organization;
  - d) undertake assignments that may be mutually agreed between individual Members or groups of Members and the Organization;
  - e) accord to the Organization and its Members, in so far as it may be possible under the constitutional or legal procedures of the respective Members or by agreement, facilities, privileges and immunities and other courtesies which are deemed essential for the successful functioning of the Organization;
  - f) collaborate in general in the fulfillment of the objectives and functions of the Organization; and
  - g) meet other obligations as may be imposed on Members in accordance with this Agreement;
  - h) establish national aquaculture networks, managed by a steering committee within the relevant national institution;
  - i) Establish regional and sub-regional aquaculture networks, managed by a steering committee within the relevant regional and sub-regional institution and in coordination with the relevant Regional Economic Community/Regional Mechanism, to which the members of the organisation are party;

- j) take national implementation measures

### **Article 12. Associate Membership**

1. Any regional or international governmental organization or group of Countries, including donor agencies, which may contribute to achieving the general and specific objectives of the Organization, may become an Associate Member, subject to an application, in accordance with the provisions of this Agreement. Associate Members may become full Members at any time by regular accession, in accordance with Article 17 of this Agreement.
2. Associate membership is effective on date of admission by the Council. Applications for an Associate Membership shall be submitted to the Executive Secretary. An application must include a declaration indicating that the applicant subscribes to the obligations provided for under this Agreement, as in force at the time of admission.
3. Associate Members are granted the rights established under Article 11(1), except for the right to vote (literal b). They may receive information free-of-charge (literal c) within reasonable limits.
4. Associate Members shall perform the duties and obligations established under Article 11(2), except for the duties related to the establishment of aquaculture networks (literals i and h) and the adoption of implementation measures (literal j). Associate Members are also exempted from paying the Organization's contribution but other financial obligations may be established (literal a), in accordance with the applicable Rules of Procedure of the Organization. Associate Members shall accord facilities to the Organization's staff (literal e) within the limits allowed by their Constitution.

### **Article 13. Observers**

Any non-member government, organization, association, institution or fishing entity able to make a significant contribution to the activities of the Organization may, in accordance with the Rules of Procedure, be invited to participate at Sessions of the Organization and such other meetings of the Organization as observers.

### **Article 14 Finances**

1. The funds of the Organization shall include:
  - a) the contributions of the Members to the budget of the Organization;
  - b) the revenue obtained from the provision of services against payment;
  - c) donations, provided that acceptance of such donations is compatible with the objectives of the Organization; and
  - d) such other resources as are approved by the Organization and compatible with the objectives of the Organization.
2. A Member shall undertake to pay its assessed individual annual contributions to the regular budget of the Organization.
3. The Financial period of the organization shall be one calendar year following the normal date for the regular Session of the Council, unless the Council should otherwise determine.
4. A Member whose arrears in the payment of its assessed individual annual contributions to the Organization equals or exceeds the amount of the contributions due from it for the two preceding calendar years:

- a) may travel and participate at its own costs in the Sessions of the Organization but shall not take part in decision-making in the Sessions of the Organization; and
  - b) may have its other rights under Article 11, paragraphs 1(b) to (f) suspended for the duration that its arrears remain unpaid.
5. Notwithstanding paragraph 3, the Members who have paid their assessed individual annual contributions, may permit a Member in arrears to take part in decision-making and not have its rights suspended, if they are satisfied that the Member's failure to pay was due to conditions beyond the control of the Member.

#### **Article 15. Privileges and immunities**

1. The Host Country or Member and the Government of other Members hosting the Organization's branch offices if any, through a headquarters agreement or other arrangements, shall provide the Organization with such privileges, immunities and facilities applicable to the Seat of the Organization and Organization's branch offices, its property, goods and its staff in the performance of their duties, within the territory of such Members.
2. The privileges and immunities which the Organization and its officers shall enjoy in the territory of any other Member shall be determined, as appropriate, by agreement or other arrangement between the Organization and the Member concerned.

#### **Article 16. Cooperation with other Organization**

1. The Organization shall cooperate with other institutions, particularly those active in the fisheries and aquaculture sector, which might contribute to the work and further the objectives of the Organization.
2. The Organization may enter into agreements or make suitable arrangements for consultation, cooperation and collaboration with other relevant inter-governmental or other international, regional or sub-regional organizations, associations, or entities particularly those that have related objectives and which can contribute to the attainment of the objective of the Organization.
3. Any non-member government, organization, association, or entity with which the Organization has entered into an agreement or arrangement under this Article may designate representatives to attend Sessions or meetings of the Organization as observers in accordance with Article 13 and the Rules of Procedure of the Organization.

#### **Article 17. Signature, Ratification, Accession, Admission and Entry into Force**

1. This Agreement shall be open for signature by the Republic of Cameroon, the Republic of Chad, the Republic of Ghana, the Republic of Kenya, the Republic of Liberia, the Republic of Mali, the Republic of Mozambique, the Republic of Namibia, the Federal Republic of Nigeria, the Republic of Senegal, the Republic of South Africa, the United Republic of Tanzania, the Republic of Uganda, and the Republic of Zambia. This Agreement shall be open for signature on (date) at (city/country) for (6 months) (twelve months) from the (date).
2. This Agreement is subject to ratification or accession by the signatories, referred to in paragraph 1 and to acceptance by the Associates Members referred to in Article 12. Instruments of ratification, accession or acceptance shall be deposited with the Government of [.....], who shall be the Depository of this Agreement.

3. This Agreement shall enter into force on the deposit of the fourteenth instrument of ratification or accession by the Republic of Cameroon, the Republic of Chad, the Republic of Ghana, the Republic of Kenya, the Republic of Liberia, the Republic of Mali, the Republic of Mozambique, the Republic of Namibia, the Federal Republic of Nigeria, the Republic of Senegal, the Republic of South Africa, the United Republic of Tanzania, the Republic of Uganda, and the Republic of Zambia.
4. This Agreement after its entry into force, shall, upon a written request and subject to an affirmative decision of the Original Members of the Organization, be open for accession, acceptance or approval, by other Countries and Associate Members referred to under Article 12.
5. The Executive Secretary shall bring to the immediate attention of the Chairperson of the Organization the request to accede or accept this Agreement by a State or Associate Member referred to under Article 12. The Chairperson shall invite the Original Members to meet and make a decision on the request. The decision by the Original members on a request of a State or Associate Member referred to under Article 12 to accede to or accept this Agreement shall be made by consensus.

#### **Article 18 Amendment**

1. Any Member of the Organization may propose amendments to this Agreement and shall do so by written communication addressed to the Chairperson of the Organization at least 60 days before the annual Session of the Organization at which the proposed amendment is to be considered. The Chairperson shall promptly circulate such communication to all Members of the Organization.
2. Notwithstanding paragraph 1, a majority of the Members of the Organization may request that a special Session of the Organization be convened to consider the proposed Amendments to this Agreement. Such special Session shall be convened on no less than 60 days notice. Amendments to this Agreement shall be adopted by consensus of the Members of the Organization other than Members which are Associates or fishing entity referred to in Article 12. The Chairperson shall promptly transmit the text of the adopted amendment to all the Members of the Organization.
3. An amendment to this Agreement shall enter into force on the thirtieth day following the deposit of instruments of ratification, accession or acceptance by a majority of the Members with respect to such amendment. Thereafter, for each Member ratifying, acceding to, or accepting such amendment to this Agreement, the amendment shall enter into force on the thirtieth day following the deposit of the Member's instruments of ratification, accession, or acceptance.

#### **Article 19 Withdrawal**

1. A Member may withdraw from this Agreement at any time after the expiration of two years from the date upon which the Agreement entered into force by giving written notice of such withdrawal to the Chairperson of the Organization and by submitting such withdrawal in writing to the Depository. The Depository shall immediately inform all the Members of such withdrawal.
2. The withdrawal shall take effect one year after the date of receipt of the submission of the written withdrawal by the Depository, unless the written withdrawal specifies a later date. Withdrawal from this Agreement by a Member shall not affect the financial obligations of such Member incurred prior to its withdrawal becoming effective.

3. Any Member that has withdrawn from this Agreement shall be deemed to have simultaneously withdrawn from the Organization.

#### **Article 20 Dissolution**

1. The Organization shall cease to exist at any time decided by the Organization by a two-thirds majority of the Members other than Members which are Associates referred to in Article 12 paragraph 1 and fisheries entities. In the dissolution of the Organization, the Organization shall:
  - a. Dispose of any real property belonging to the Organization, subject to the prior approval of the Council;
  - b. Dispose of any asset remaining after the real property has been disposed of;
  - c. Return the balance of any donated funds that have not been used to the respective donors; and
  - d. Satisfy all outstanding obligations;
 Upon completion of the above mentioned tasks, the Organization shall distribute the remaining assets or balance among the Members of the Organization proportional to the contributions made in accordance with Article 14 for the year proceeding the year of the dissolution.
2. This Agreement shall be automatically terminated when, as a result of withdrawals, the number of Members of the Organization drops below three unless the remaining Members decide otherwise.

#### **Article 21 Settlement of disputes**

1. Any dispute concerning the interpretation or application of this Agreement that cannot be settled by negotiation, conciliation or similar means may be referred by a party to the dispute to the Organization for its recommendation.
2. Any dispute regarding the interpretation or application of this Agreement, if not settled by the Council, shall be referred to a committee composed of one member appointed by each of the parties to the dispute, and an independent chairperson appointed by the members of the committee. The decision of the committee shall be final and binding.
3. The cost of the settlement of disputes shall be shared equally by the parties to the dispute.

IN WITNESS WHEREOF, the undersigned [plenipotentiaries] [state representatives], being duly authorized thereto, have signed this Agreement.

DONE at [ ] this [ ] of [ ], 2016.



## AQUACULTURE NETWORK FOR AFRICA: RULES OF PROCEDURE

### RULE I: DEFINITIONS

For the purpose of these Rules of Procedure, the following definitions apply:

“Agreement” means the Agreement for the establishment of the Aquaculture Network for Africa (ANAF), adopted on.....;

“ANAF” means the Aquaculture Network for Africa [established by the Agreement];

“Council” means the Council of ANAF

“Technical Advisory Committee” means the Committee established by article 9 of the Agreement that is to provide advice and recommendations to ANAF

“Contracting Party” means a member of ANAF

“Organization” means the Aquaculture Network for Africa or ANAF.

### RULE II: SESSIONS OF ANAF

1. In accordance with Article 7.2 of the Agreement, the regular Sessions of the organization shall be held once a year. They shall be convened by the Chairperson of the Organization.
2. The Organization shall determine the date of the Session in consultation with the Chairperson.
3. In pursuance with Article 7.2 of the Agreement, during intervals between regular Sessions, the Chairperson of the Organization may convene special Sessions of the Organization, if requested by at least two thirds of the Members.
4. Annual Session and other Sessions of the Organization shall be held at the seat of the Organization. The Organization, in consultation with the Chairperson and the potential host Government, may decide to convene the Sessions elsewhere.
5. Invitation to a regular Session of the Organization shall be prepared by the Executive Secretary and issued by the Chairperson of the Organization not less than 90 days in advance of the date fixed for the opening of the Session. Invitations to a special Session shall be issued not less than 30 days in advance of the date fixed for the opening of the Session.

### RULE III: REPRESENTATION

1. At each Session, the Executive Secretary shall receive the Letter of Credentials of each delegation issued by, or on behalf of, the Head of state, the head of government, the minister for foreign affairs or the minister concerned, indicating clearly the head of delegation and the alternate, as well as the list of advisors and experts who will be part of the delegation no later than twenty-four hours after the opening of the Session. Such Letter of Credentials shall conform to the standard set out in Annex I. The Executive Secretary

shall report to the Organization the Letter of Credentials received and recommendations for any action if required.

2. Subject to the rule 13 of these rules, observers shall be represented by designated representatives and by such alternatives and advisers as may be required.
3. Subject to the article 14 paragraph 3 of the Agreement, the participation of one designated representative of a member to the annual Session of the Organization and one designated representative to the Session of the Technical Advisory Committee per year shall be funded by the regular budget of the Organization.

#### **RULES IV: AGENDA**

1. A provisional agenda for each regular Session of the Organization shall be drawn up by the Executive Secretary and sent to the members following the approval of the Chairperson. The provisional agenda will also be sent to the Associate Members, non-member government, organization, association, and institution or entities identified in Articles 13 and 16 of the Agreement. It shall be sent not less than sixty days before the date of the Session, together with the reports and documents, including any proposals by Members, available in connection with the Session.
2. The provisional agenda of the regular Session shall include:
  - a) election of the Chairperson and Vice-chairperson as provided under article 7.3 of the Agreement as appropriate;
  - b) adoption of the agenda;
  - c) reports and recommendations of the Technical Advisory Committee or sub-committees which might be established;
  - d) approval of a Programme of Work and Budget of the Organization for ensuring financial period,
  - e) application for new membership in accordance with Article 10.(2) of the Agreement, and acquisition of the Cooperating Non-Contracting Party status, in accordance with the process agreed to by the organization;
  - f) evaluation of the progress work and activities of the Organization including the auditing accounts;
  - g) proposals for amendments to the Agreement, the Rules of Procedure and the Financial Regulations of the Organization as appropriate;
  - h) items approved at the previous Session.
3. The provisional Agenda may also include:
  - a) items proposed by the Technical Advisory Committee; and
  - b) items proposed by a Member.
4. The agenda of a special Session shall consist only of items relating to the purpose for which the Session was called.

#### **RULE V: THE SECRETARIAT**

1. The Secretariat shall consist of the Secretary Executive and such staff appointed by him/her and under his/her supervision.
2. The Executive Secretary of the Organization shall be elected by the Council in accordance with the procedure set out at Annex II.

3. The Executive Secretary shall be elected by the Organization for a term of four years and may be re-elected for a second term of four years. He or she shall not be re-elected to be the Executive Secretary after serving two terms.
4. The Executive Secretary will remain in function until a successor has taken duties.
5. The Executive Secretary as the executive head of the Organization shall act as in the capacity in all Sessions of the Organization and its subsidiary bodies, or he or she may designate a member of his or her Staff to represent him or her at any such Sessions.
6. The Executive Secretary shall be responsible for implementing the policies and activities of the Organization and shall report thereon to the Organization. In the exercise of his/her function, the Executive Secretary will have direct contact with all members of the Organization and other participating parties, observers donors and experts, in accordance with Article 12 of the Agreement.
7. In addition to fulfilling the functions and responsibilities listed in Article 5 of the Agreement, the Executive Secretary shall also:
  - a. receive and transmit the organization's official communication;
  - b. maintain an active and effective network of national focal points for routine communication of the progress and results of the activities of the Organization;
  - c. facilitate the collection of data necessary to accomplish the objectives of the Organization;
  - d. stimulate interest among Members of the Organization and potential donors in the activities of the Organization and in possible financing or implementing of pilot projects and complementary activities;
  - e. organize Sessions of the Organization and its subsidiary bodies and other related ad hoc meetings, and to maintain records of the proceedings;
  - f. perform other related duties as required by the Organization.
8. The members shall send copies of all communications concerning the affairs of the Organization to the Executive Secretary.
9. The duties of the Executive Secretary are listed in Annex II.

#### **RULE VI: ELECTION OF CHAIRPERSON AND VICE-CHAIRPERSON**

1. Pursuant to the article 7(3) of the Agreement, the Organization shall at the end of its regular Session in each alternative year or sooner if an office falls vacant elect a Chairperson and a Vice-Chairperson, who shall be of different nationalities.
2. Nominees must be delegates or alternates attending the meetings. The Chairperson and Vice-Chairperson shall not be eligible for re-election for the same position for consecutive terms.

#### **RULE VII: FUNCTIONS OF THE CHAIRPERSON AND VICE-CHAIRPERSON**

1. The Chairperson shall exercise the functions conferred on him/her in the Agreement and in these Rules and in the particular shall:
  - a. declare the opening and closing of each Session of the Council
  - b. direct discussion at the Sessions and ensure observance with the Rules, accord the right to speak, put questions to the vote and announce decisions
  - c. rule point of order

- d. subject to these Rules, have control over proceedings of the meeting
- 2. In the absence of the Chairperson or at his/her request, the functions of Chairperson shall be exercised by the Vice-Chairperson.
- 3. The Chairperson or Vice-Chairperson acting as chairperson has a right to vote only if he is acting as only representative of his country.
- 4. In the interval between two Sessions of the Council, the Chairperson shall exercise the functions assigned to him/her by the Agreement or the Rules of Procedure, as well as any function entrusted to him/her by the Organization.

### **RULE VIII: CONDUCT OF MEETINGS AND SESSIONS**

- 1. Chairperson may open a Session of the Organization or a meeting of such Sessions and permit the debate to proceed when at least a majority of the members are present.
- 2. The Sessions of the Organization and meetings of such Sessions shall be open unless the Organization or the subsidiary body concerned decides that exceptional circumstances require that a Session or meeting of a Session be a closed meeting or Session.
- 3. Decisions taken at closed meeting or closed Session shall be announced at an early open meeting or Sessions of the Organization or its subsidiary body. At the end of a closed Sessions of a subsidiary body, the chairperson may issue a communiqué through the Executive Secretary.
- 4. No representative may address the meeting or Sessions Organization without the permission of the Chairperson. The Chairperson shall call upon speakers in the order in which they signal their desire to speak, except that the Chairperson of a subsidiary body may be accorded precedence for the purpose of explaining the conclusions arrived at by that body. The Chairperson may call a speaker to order if his or her remarks are not relevant to the subject under discussion.
- 5. The Executive Secretary or a member of the Secretariat designated by Executive Secretary, may, at any time with the permission of the Chairperson, make either oral or written statements to the Organization concerning any question under consideration by it.
- 6. During the discussion of any matter, a member may raise a point of order, and the Chairperson shall immediately decide on the point of order in accordance with these rules. A member may appeal against the Chairperson's ruling on the point of order. In such a case, the appeal shall be immediately put to the vote, and the Chairperson's ruling shall stand unless overruled by a majority of the members of the Organization present and voting.
- 7. A member may at any time make any of the following procedural motions. Such motions shall have precedence in the following order over all other proposals or motions before the Session:
  - a. To suspend the Session
  - b. To adjourn the Session
  - c. To close the debate on the item under discussion.
- 8. Any motion calling for a decision on the competence of the Organization to adopt a proposal submitted to it shall be put to the vote before a vote is taken on the proposal in the question.

9. Proposals and amendments (other than original proposals for amendments made pursuant to the article 18 of the Agreement) shall normally be circulated in writing to the Executive Secretary, who shall circulate copies to the delegations. As a general rule, no proposal shall be discussed or put to vote at any Session of the Organization unless copies of it have been circulated to all delegations not later than the day preceding the Session. The Chairperson may, however, permit the discussion and consideration of amendments or of motions as to procedure, even though such amendments and motions have been circulated or have only been circulated the same day.

#### **RULE IX: VOTING ARRANGEMENTS AND PROCEEDINGS**

1. In accordance with Article 7 paragraph 5 of the Agreement, each Member of the Organization shall have one vote.
2. As a general rule or exception as otherwise provided in the Organization shall endeavour to reach its decision by consensus without having to resort to voting. If all efforts to reach a decision by consensus have been exhausted, decisions shall be taken by a majority of votes cast. The Chairperson shall determine whether efforts to reach a decision by consensus have been exhausted.
3. Decision of the Organization on matters described in Article 7 paragraph 8(b) to (c) and Article 18 of the Agreement shall be made in accordance with the terms of those Articles.
4. Voting in plenary Session shall be oral or by show of hands, except that a vote by roll call shall be taken if a specified majority is required by the Agreement or these Rules, or if a request for a vote by roll is made by a Member.
5. A vote by roll call shall be conducted by calling upon the names of the Members participating in the Session in alphabetical order beginning with the Member whose name is drawn by lot by the Chairperson.
6. The Chairperson shall maintain a record of any roll call vote. The record of any roll call vote shall show the votes cast by each Member and any abstention.
7. Voting and the election of officers of the Organization, the Technical Advisory Committee and other subsidiary bodies, shall be by secret ballot. An election in which the number of candidates is lower than the number of vacancies is exempt from the secret ballot requirement and the Organization may make that the appointment by clear general consent.
8. When no nominee for an officer position obtains a majority of the votes following the first ballot, a second ballot confined to the two candidates obtaining the largest number of votes from the first ballot shall be taken. If, on the second ballot, the votes are equally divided, the balloting shall continue until one candidate secures the necessary majorities of the votes cast.
9. If the Organization takes a vote on a proposal on a substantive matter other than an election and there is no majority, a second vote shall be taken at the next Session. If the Organization is then again equally divided, the proposal shall be regarded as rejected.
10. A member may move that parts of a proposal or of an amendment should be voted on separately. If objection is made to the request for a division, the motion for division shall be voted upon. If the motion for division is carried, those parts of the proposal or of the amendment which are approved shall then be put to the vote as a whole. If all operative

parts of the proposal or of the amendment have been rejected, the proposal or the amendment shall be considered to have been rejected as a whole.

11. When an amendment is moved to a proposal, the amendment shall be voted on first. When two or more amendments are moved to a proposal, the Organization shall first vote on the amendment furthest removed in substance from the original proposal and then on to the amendment next furthest removed therefrom and so on until all the amendments have been put to the vote. Where, however, the adoption of one amendment necessarily implies the rejection of another amendment, the latter amendment shall not be put to the vote. If one or more amendments are adopted, the amended proposal shall then be voted upon. A motion is considered an amendment to a proposal if it adds to, deletes from or revises part of the proposal.
12. If two or more proposals relate to the same question, the Organization shall, unless it decides otherwise, vote on the proposals in the order in which they have been submitted. The Organization may, after each vote on a proposal, decide whether to vote on the next proposal.
13. When necessary, a matter may be decided during the period between meetings by voting electronically via the Internet (e.g. email, secure Web site) or other means of communication (inter-sessional vote). Normally, such means of taking decisions shall be applied to matters of procedure. However, in exceptional circumstances, where an urgent decision is necessary after efforts to reach a decision by consensus have been exhausted or as otherwise decided, such means of taking a decision may be applied to matters of substance.
14. When it is necessary to decide any matter during the period between Sessions, the Chairperson, on his or her initiative, or at the request of a member that has made a proposal, may move adoption without delay of such proposal by inter-sessional vote. The Chairperson, in consultation with the Vice-Chairperson, shall decide on the necessity of considering the proposal inter-sessionally, and the Chairperson shall decide whether the proposal raises a matter of procedure or a matter of substance.
15. In any case in which the Chairperson determines that it is not necessary to consider a motion proposed by a member inter-sessionally, the Chairperson shall promptly inform that member of such determination and the reasons therefore.
16. In cases in which the Chairperson has concurred on the necessity of considering a proposal moved by a member inter-sessionally, the Executive Secretary shall promptly transmit the proposal and both determinations made by the Chairperson under paragraph 14 to members via the National Focal Points provided for in Rule 12, requesting that responses be returned within 30 days.
17. Members shall promptly acknowledge receipt of any request for an inter-sessional vote. If no acknowledgment is received within 10 days of the date of transmittal, the Executive Secretary shall retransmit the request and shall use all additional means available to ensure that the request has been received.
18. Members shall respond within 30 days of the date of transmittal of a proposal, indicating whether they cast an affirmative vote, cast a negative vote, or abstain from voting. If no reply from a member is received within 30 days of transmittal, that member shall be recorded as having abstained.

19. The result of a decision taken by inter-sessional vote shall be ascertained by the Executive Secretary at the end of the voting period and promptly announced to all members. If any explanations of votes are received, these shall also be transmitted to all members.
20. No proposal transmitted by the Executive Secretary for an inter-sessional vote shall be subject to amendment during the voting period.
21. A proposal that has been rejected by inter-sessional vote shall not be reconsidered by way of an inter-sessional vote until after the following Session of the Organization, but may be reconsidered at that Session.
22. The right to vote of a Member of the Organization who is in arrears shall be subject to Article 14 paragraph 4 of the Agreement.

#### **RULE X: THE TECHNICAL ADVISORY COMMITTEE**

1. The Technical Advisory Committee shall have the functions and responsibilities described in Article 9 of the Agreement.
2. The establishment of sub-Committee shall be subject to Article 9 paragraph 4 of the Agreement.
3. The Technical Advisory Committee and, as appropriate the subcommittees, shall elect their own Chairperson and Vice-Chairperson.
4. The procedures of the Technical Advisory Committee and sub-committees shall be governed mutatis mutandis by these Rules of Procedure.

#### **RULE XI: BUDGET AND FINANCE**

The Organization shall administer its budget and other funds pursuant to those regulations adopted in accordance with Article 7 paragraph 8 (b) of the Agreement, taking into account Article 14 of the Agreement.

#### **RULE XII: NATIONAL FOCAL POINTS**

1. Each Member shall designate a National Focal Point who shall facilitate communication between the Members and the Secretariat. The National Focal point shall be a high level, experienced aquaculture expert or if such individual is not available, a fishery scientist familiar with aquaculture matters or manager who has access to respective Member's official aquaculture and fishery information. The National Focal Point shall normally be the Representative of Member of the Organization at the Organization Sessions or any other person so designated.
2. Each member shall communicate to the Chairperson and Secretariat, the name of the National Focal Point upon initial designation or following any changes.
3. The National Focal Point shall perform other duties and responsibilities as may be determined, reviewed and revised from time to time by the Organization.

**RULE XIII: PARTICIPATION BY OBSERVERS AND OTHERS**

1. The following may, subject to agreement made pursuant to under Article 12 and 13 of the Agreement and these rules, participate as observers in the Sessions of the Organization and its subsidiary bodies:
  - a. associated members identified in Article 12 of the Agreement;
  - b. a non-member State (government), organization, association, institution or entity described in article 16 of the Agreement;
  - c. a non- member State (government), organization, association, institution or entity that has entered into a cooperation agreement under Article 16 paragraphs 2 and 3 of the Agreement; and
  - d. a non-member State (government), organization, association, institution or entity upon request.
2. Observers may participate subject to the provisions of these rules in the deliberations of the Organization and its subsidiary bodies but shall not be entitled to participate in the taking of decisions. Written statements submitted by such observers shall be distributed by the Secretariat to the Members.
3. Organizations, associations, institutions or entities having special competence in the field of activity or objective of the Organization may, upon the invitation of the Chairperson, address, comment or provide information on specific matters within their competence during deliberations of the Organization and its subsidiary bodies, but shall not be entitled to participate in the taking of decisions in respect of such matters.
4. A non-governmental organization association, institution or entity desiring to participate as an observer in a Session of the Organization or its subsidiary bodies shall submit its request to participate as an observer in such Session in writing to the Executive Secretary at least 50 days in advance of the Session. The Executive Secretary shall notify the members of the Organization of such request at least 45 days prior to the opening of the Session at which the request is to be considered. Nongovernmental organizations, associations, institutions or entities that have made such request to the Executive Secretary shall be invited to participate in the Session as observers unless a majority of the members of the Organization object to the request in writing at least 20 days before the opening of the Session. An observer status so granted shall be subject to conditions as may be determined by the Organization and remains in effect for future session unless the Organization decides otherwise.
5. Participation of regional economic integration organizations in the work of the Organization and the relations between the Organization and such organizations shall be governed by the relevant provisions of the Constitution of that regional economic integration organization and the Agreement.
6. The Organization may invite consultants or experts, in their individual capacity, to attend the Sessions or participate in the work of the Organization and its subsidiary bodies in accordance with the terms and conditions established by the Organization.

**RULE XIV: RECORDS, REPORTS AND RECOMMENDATIONS**

1. A written report shall be adopted at the end of each Session of the Organization or its subsidiary bodies. The report shall, in accordance with Article 8 paragraph 5 of the Agreement, embody the Organization's view, recommendations, decisions and as appropriate, the schedule for implementation of decision and recommendations including, when requested statement of minority views.



2. The Executive Secretary shall:
  - a. circulate the report, technical papers and other documents as appropriate to the Members and those observers that were represented at the session or organizations, associations, institutions or entities that have cooperative arrangements with the Organization under Article 16 of the Agreement; and
  - b. publish report as well as such technical papers and other documents as appropriate in accordance with the directions or guidelines issued by the Organization.
3. The Chairperson may request each Member to provide information of the Organization on actions it has taken and where such actions are based on related to the decisions and recommendations of the Organization.

#### **RULE XV AMENDMENTS TO THE AGREEMENT**

1. Proposals for the amendment of the Agreement, as provided by Article 18 of the Agreement, shall be communicated in writing to the Executive Secretary. Immediately upon receipt of such proposals for amendment, the Executive Secretary shall transmit them to all Members.
2. No action on a proposal for the amendment of the Agreement shall be taken by the Council at any Session, unless it has been included in the provisional agenda of the Session. Decisions on amendments shall be made in accordance with Article 18 of the Agreement.

#### **RULE XVI: AMENDMENT OF RULES**

Amendments to these Rules may be adopted by a two-thirds majority of the Members of the Organization, at any plenary Session of the Organization. The Chairperson shall announce at a plenary Session and shall distribute copies of the proposal for the amendment to delegations not less than twenty-four hours before the Session of the Organization.

#### **RULE XVII: OFFICIAL LANGUAGES**

The official languages of the Organization shall be English and French.

**LETTER OF CREDENTIALS**

Dear ANAF Executive Secretary,

Upon instructions of [the Head of state, the head of government, the minister for foreign affairs or the minister concerned] I wish to inform you that [name of ANAF Contracting Party (Member)] will participate in the [...Number...] Session of the Aquaculture Network for Africa the (ANAF) [and/or any Committee of the Organization] and will be represented by the following delegation (or by [Title and Name] if the delegation is constituted by one person):

[Title and Name] – Head of delegation

[Title and Name] – Alternate

[Title and Name] – Expert

[Title and Name] – Adviser

[Title and Name], Head of Delegation or, in his/her absence, the alternate or any other member of the Delegation designated by him/her, is authorized to fully take part in the proceedings of the Session and take, on behalf of the Government of (name of ANAF Member) or of (name of Associate Member; Observers), any action or any decision required in relation with this Session.

.....Signature.....

[On behalf of, Head of state, the head of government, and the minister for foreign affairs or the minister concerned]

**PROCEDURE FOR THE SELECTION AND APPOINTMENT OF THE  
EXECUTIVE SECRETARY OF THE ORGANIZATION**

1. The vacancy announcement will be advertised (including required qualifications and the terms of reference (detailed below)) through international means, including the Organization's website;
2. Applications to be received by the Secretariat with a deadline of 45 days after the publication of the vacancy announcement and distributed to Members no later than 15 days after the deadline;
3. Five candidates are to be classed in order of preference by Members on a point score of five to one within 60 days of receiving the applications from the Secretariat. Rankings to be transmitted by each Member to the Secretariat, collated, and the ranking of all qualified candidates conveyed to all Members as soon as possible;
4. The three candidates with the greatest number of points are to be invited to the next Session of the Organization for interview by Heads of Delegation of Members of the Organization. The interviews may take place immediately prior to, or during the regular Session;
5. The new Executive Secretary to be elected by the Heads of Delegation of Members of the Organization, via a secret ballot.

**Qualifications and benefits**

1. The applicant should have university level qualifications, preferably at post-graduate level, in aquaculture, fisheries science, or related field. He/she should have at least fifteen years of experience in fisheries management, policy formulation, preferably including bilateral and international relations. He/she should have the ability to exercise a high degree of professional initiative. The applicant should also be conversant with the preparation of budgets, documents and the organization of international meetings. He/she should have working knowledge, (proficiency/level C), of either English or French. Preference may be given to candidates who have working knowledge in both languages.
2. Other essential requirements include competence in the selection of staff; demonstrated ability to supervise professional matters in subject field; and familiarity with the use of word processing, spread sheets and database management systems.
3. Desirable requirements include: a high degree of adaptability and ability to cooperate effectively with people of different nationalities and of various social and cultural backgrounds and education levels, as well as experience on fisheries related issues in the region.

**Terms of reference**

Pursuant to Article VIII.2 and 3 of the Agreement, the Executive Secretary shall be responsible for implementing the policies and activities of the Organization and shall report thereon to the Organization. He/she shall also act as Executive Secretary to the subsidiary bodies established by the Organization, as required.

The incumbent will have overall responsibility for planning, coordination and administration of the Organization in accordance with the Agreement and the decisions of the Organization.

He/she will in particular:

- a) receive and transmit the Organization's official communications;
- b) maintain high level contacts with appropriate government officials, fishery institutions and international organizations concerned with tuna fisheries to facilitate consultation and cooperation between them on information collection and analysis;
- c) maintain an active and effective network of national focal points for routine communication of progress and results of the activities of the Organization;
- d) prepare and implement work programmes, prepare budgets and ensure timely reporting to the Organization;
- e) authorize disbursement of funds in accordance with the Organization's budget;
- f) account for the funds of the Organization;
- g) stimulate interest among Members of the Organization and potential donors in the activities of the Organization and in possible financing or in implementing of pilot projects and complementary activities;
- h) promote, facilitate and monitor the development of databases for resource assessment and biological and socio-economic research to provide a sound basis for conservation management;
- i) coordinate the Members' programmes of research when required;
- j) organize sessions of the Organization and its subsidiary bodies and other related *ad hoc* meetings, and to maintain records of the proceedings;
- k) prepare background papers and a report on the Organization's activities and the programme of work for submission to the Organization at the regular sessions, and arrange the subsequent publication of the report and the proceedings of the Organization as well as its subsidiary bodies and related *ad hoc* meetings;
- l) perform other related duties as required by the Organization.

### **Managerial competencies requirements**

1. Strategic vision: Capacity to develop a vision, mission statement and strategies and to focus on the needs of member countries and to adjust strategies to take changing circumstances into account.
2. Managing people: Fosters team spirit through building trust and commitment to common objectives and recognizing team successes.
3. Result Orientation: Demonstrates an ability to manage programmes and projects efficiently under shifting priorities, in order to achieve targets.
4. Partnering: Negotiates effectively with partners to enable successful outcomes for all stakeholders and actively supports interdisciplinary across the Organization.

**Strong Communication Skills:** Demonstrates a high level of communication skills in negotiations with stakeholders and promoting the Organization's messages.

## AQUACULTURE NETWORK FOR AFRICA: FINANCIAL REGULATIONS

### **Regulation 1. Applicability**

These regulations shall govern the financial administration of Aquaculture Network for Africa (the Organization) established under article 1 of the Agreement on the Aquaculture Network for Africa (hereinafter referred to as the Agreement).

### **Regulation 2. The financial Period**

The financial period shall be one calendar year following the normal date for the regular Session of the Council, unless the Council should otherwise determine.

### **Regulation 3. The Budget**

1. The budget estimates shall be prepared by the Executive Secretary and shall be circulated by the Executive Secretary. The estimates shall be dispatched to all Member Nations and Associate Members not less than 60 days before each annual Session of the Organization.
2. The estimates shall cover income and expenditures for the financial period to which they relate, and shall be presented in United States Dollars.
3. The budget estimates shall include and reflect the program of work for the financial period, supported by appropriate information and data. Along with the program of work, the budget estimates shall include annexes, explanatory statements or any other information requested by the Organization.
4. The budget of the Organization shall consist of:
  - a. the regular budget referred to in Article 14 (2) of the Agreement relating to the annual contributions of the members of the Organization and expenditures chargeable to the budget of the Organization;
  - b. the revenue obtained from the provision of services against payment referred to in Article 14 (1) (b) of the Agreement;
  - c. donations and other resources referred to in Article 14(1)(c) of the Agreement that are approved and accepted by the Organization and are compatible with the objectives of the Organization; and
  - d. Special budgets that may be adopted by the Organization in exceptional circumstances as appropriate.
5. At the end of every calendar year, the Executive Secretary shall provide a balanced-sheet to Organization, in which the income and expenditures for the past financial year are justified. The Organization shall circulate the balance sheet and summary report to the Members.
6. The Organization may, as appropriate, establish for the purposes of preparing its program of work and budget for the ensuing year, a committee to provide advice and recommendations to the Organization on matters related to the budget, finance and administration of the Organization.

7. Supplementary budget proposals may be prepared by the Executive Secretary if exceptional circumstances make this necessary. Supplementary budget proposals shall be prepared in a form consistent with the approved budget. The provisions of these Regulations shall be applicable to the proposed supplementary budget to the extent possible.

#### **Regulation 4. Review and Approval**

1. In accordance with Article 7 (8) (b) of the Agreement, the program of work budget and supplementary budget shall be approved by a majority of not less than two-thirds of Members, giving due consideration to the conclusion and recommendations of the Technical Advisory Committee and the committee established under Regulation 3(6).

#### **Regulation 5. Appropriations**

1. The appropriations voted by the Organization for ensuring financial period shall constitute an authorization to Executive Secretary to incur obligations and make payments for the purpose for which the appropriations were voted, and up to the amounts so voted.
2. In cases of emergency, the Organization is authorized to accept additional contributions from Member or donations from others sources that is compatible with the objectives of the Organization and incur expenditures against the contribution or donation. Such contribution, donation or expenditure must be reported in details during the following annual Session of the Organization.
3. The Organization shall prescribe the conditions under which unforeseen and extraordinary expenses may incurred.
4. Any unliquidated prior year obligation shall be cancelled or where an obligation remains a valid charge, transferred against current appropriations.
5. The Executive Secretary shall prudently manage the appropriations, taking into account the availability of cash balances. The Executive Secretary shall be accountable to the Organization for the proper management of the financial resources in accordance with these Regulations.

#### **Regulation 6. Provision of funds**

1. Budget appropriations shall be financed by the funds of the Organization described under Article 14 of the Agreement. The contributions of the Members of the Organization will be determined by the Organization in accordance with the criteria described in the Schedule to these Regulations and on the basis of the approved budget.
2. Before the beginning of each fiscal period, the Executive Secretary shall inform the Members of their obligations for the payment of assessed individual annual contributions determined in accordance with the Schedule to those Regulations and as appropriate, the consequence of arrears payment in accordance with Article 14 (2) and (4) of the Agreement.
3. Contributions shall be due and payable in full within 30 days of the receipt of the communication of the Executive Secretary referred to in Regulation 6 (2), or as of the first day of the fiscal

period to which they relate, whichever is later. As of 1 January of the following calendar year, the unpaid balance of such contributions shall be considered to be one year in arrears.

4. The annual contributions to the budget shall be assessed in United States Dollars and shall be calculated in accordance with the scheme annexed as a Schedule to these Regulations and forming an integral part thereof. The contributions shall be paid in United States Dollars, unless otherwise determined by the Organization.
5. Any new member of the Organization shall pay a contribution to the budget, beginning with the quarter of the financial period in which membership is acquired, in accordance with Article 14 for the financial period in which the membership becomes effective.
6. The Executive Secretary shall submit to each annual Session of the Organization a report on the collection of annual assessed contributions from Members, any voluntary contributions received, any investment income and other received.

#### **Regulation 7. Funds**

1. There shall be established a General Account for the purpose of accounting for the income and expenditure of the Organization.
2. Contribution paid under Article 14 of the Agreement and Regulation 6, miscellaneous income, and any advances made to finance general administrative expenditure shall be credited to the General Account and from which all expenditure chargeable against the sums allocated to the annual budget shall be met.
3. Advances made by members shall be carried over the credit of Members which have made such advances.
4. The Organization shall maintain any additional accounts including trust, reserve or special accounts that may be formed for additional contributions and donations that is compatible with the objectives of the Organization.
5. The purpose and limits of each trust fund, reserve and special account shall be clearly defined by the Organization. Unless otherwise provided by the Organization, such funds and accounts shall be administered in accordance with the present Regulations.
6. The Executive Secretary shall report on the additional accounts established under Regulation 7 (4) to the Organization.

#### **Regulation 8. Other income**

1. All income other than contributions to the budget under Regulation 6 and that referred to in Regulation 8 (3) below, shall be classified as miscellaneous income and credited to the General Account. The use of miscellaneous income shall be subject to the same financial controls as activities financed from regular budget appropriations.

2. Voluntary contributions above and beyond assessed contributions may be accepted by the Executive Secretary provided that the purposes for which the contributions are made are consistent with the policies, aims and activities of the Organization. Voluntary contributions offered by non-members may be accepted, subject to agreement by the Organization that the purposes of the contribution are consistent with the policies, aims and activities of the Organization.
3. Voluntary contributions accepted for purposes specified by the donor shall be treated as trust or special funds under Regulations 7(4) and 7 (5).
4. Moneys accepted in respect of which no purpose is specified shall be treated as miscellaneous income and reported as “gifts” in the accounts of the financial period.

### **Regulation 9. Custody and investment of funds**

1. The Executive Secretary shall designate the bank or banks in which the funds of the Organization shall be kept and shall report the identity of the bank or banks so designated to the Organization.
2. The Executive Secretary may make short-term investments of moneys not needed for the immediate requirements of the Organization. Such investments shall be restricted to securities and other investments issued under Government guarantee. The details of investment transactions and income derived shall be reported in the documents supporting the budget.
3. With regard to moneys held in trust or special funds for which use is not required for at least 12 months, longer-term investments may be authorized by the Organization provided such action is consistent with the terms and conditions under which the moneys were lodged with the Organization.

### **Regulation 10. Internal control**

1. The Executive Secretary shall:
  - (a) establish detailed financial rules and procedures to ensure effective financial administration and the exercise of economy in the use of funds and such rules and procedures shall be brought to the Organization for its consideration;
  - (b) cause all payments to be made on the basis of supporting vouchers and other documents which ensure that the goods or services have been received and that payment has not previously been made;
  - (c) designate in writing the officers who may receive moneys, incur obligations and make payments on behalf of the Organization;
  - (d) maintain and be responsible for internal financial control to ensure:
    - (i) the regularity of the receipt, custody and disposal of all funds and other financial resources of the Organization;
    - (ii) the conformity of obligations and expenditures with the appropriations adopted by the Organization, or with the purposes and rules relating to trust and special funds; and
  - (e) make every effort in the course of custodial and investment activity to avoid excessive transaction cost, minimize default and exchange rate risks and otherwise secure the economic use of the resources of the Organization.



2. No obligations shall be incurred until allotments or other appropriate authorizations have been made in writing under the authority of the Executive Secretary.
3. No payments shall be made to an employee unless the payments have been approved by an alternative staff member with the appropriate delegation(s) of authority.
4. The Executive Secretary may make such ex gratia payments as he or she deems to be necessary in the interest of the Organization, provided that a statement of such payments shall be submitted to the Organization with the accounts.
5. The Executive Secretary may, after full investigation, authorize the writing-off of losses of cash, stores and other assets, provided that a statement of all such amounts written off shall be submitted to the Auditor with the accounts together with the justifications attached thereto. Such losses shall be included in the annual accounts.
6. If the Financial Regulations are not being followed by the Executive Secretary, the staff member responsible for finance and administrative matters is required to report relevant cases to the Chair of the Organization.
7. Substantial purchases of equipment, supplies and other requirements as specified in the detailed financial rules and procedures shall normally be by tender, except:
  - (a) where it has been ascertained that only a single supplier exists and that fact is so certified by the Executive Secretary;
  - (b) in case of emergency, or where, for any other reason, these rules would not be in the best financial interests of the Organization and that fact is so certified by the Executive Secretary.
8. All transfers to governments shall be made in accordance with national law.

#### **Regulation 11. Accounts**

1. The Executive Secretary shall ensure that appropriate records and accounts are kept of the transactions and affairs of the Organization and shall do all things necessary to ensure that all payments out of the Organization's moneys are correctly made and properly authorized and that adequate control is maintained over the assets of, or in the custody of, the Organization and over the incurring of liabilities by the Organization.
2. The Executive Secretary shall submit annual financial statements. The annual financial statements shall show, for the financial year to which they relate:
  - (a) the income and expenditure relating to all funds and accounts;
  - (b) the situation with regard to budget appropriations, including:
    - (i) the original budget appropriations;
    - (ii) the approved expenditure under or in excess of the original budget appropriations;
    - (iii) any other income;
    - (iv) the amounts charged against these appropriations and other income;
  - (c) the financial assets and liabilities of the Organization;
  - (d) investments;
  - (e) losses of assets.

3. The Executive Secretary shall also give such other information as may be appropriate to indicate the financial position of the Organization.
4. The accounts of the Organization shall be presented in United States Dollars. Accounting records may, however, be kept in such currency or currencies as the Executive Secretary may deem necessary.
5. Appropriate separate accounts shall be kept for all special, reserve and trust funds.
6. The annual financial statements shall be submitted by the Executive Secretary to the Auditor not later than 31 March following the end of the financial year.

### **Regulation 12. External audit**

1. The Organization shall appoint an external auditor who shall be the Auditor-General or equivalent statutory authority from a member of the Organization or an internationally recognized independent auditor with experience in the audit of international organizations. The Auditor shall be appointed for a period of two years and may be reappointed. The Organization will ensure respect for the Auditor's independence of the Organization, any subsidiary bodies established under the Agreement and the Organization's staff, and shall make provision for appropriate funds to the Auditor.
2. The Auditor shall be completely independent and solely responsible for the conduct of the audit.
3. The Auditor or a person or persons authorized by him or her shall be entitled at all reasonable times to full and free access to all accounts and records of the Organization relating directly or indirectly to the receipt or payment of moneys by the Organization or to the acquisition, receipt, custody or disposal of assets by the Organization and may make copies of or take extracts from any such accounts or records.
4. The Auditor shall conduct his or her examination of the financial statements in conformity with generally accepted auditing standards and shall report on all relevant matters, including:
  - (a) whether, in his or her opinion, the statements are based on proper accounts and records;
  - (b) whether the statements are in agreement with the accounts and the records;
  - (c) whether, in his or her opinion, the income, expenditure and investment of moneys and the acquisition and disposal of assets by the Organization during the year have been in accordance with these Regulations; and
  - (d) observations with respect to the efficiency and economy of the financial procedures and conduct of business, the accounting system, internal financial controls and the administration and management of the Organization.
5. The Executive Secretary shall provide the Auditor with the facilities he or she may require in the performance of the audit.
6. The Auditor shall, within 90 days of the date upon which the annual financial statements are submitted by the Executive Secretary, issue a report on the audit of the financial statements and relevant schedules relating to the accounts for the financial period, which shall include such

information as the Auditor deems necessary with regard to matters referred to in Regulation 12 (4) as appropriate. The Executive Secretary shall provide to the Organization a copy of the audit report and the audited financial statements within 30 days of their receipt.

7. The Organization may request the Auditor to perform certain specific examinations and issue separate reports on the results.

### **Regulation 13. Acceptance of annual financial statements**

The Organization shall, following consideration of the audited annual financial statements and audit report submitted to it under Regulation 12(6) of these Regulations, signify its acceptance of the audited annual financial statements or take such other action as it may consider appropriate.

### **Regulation 14. Insurance**

The Organization may take out suitable insurance with a reputable financial institution against normal risks to its assets.

### **Regulation 15. General provisions**

1. These Regulations shall become effective on the date they are approved by the Organization and shall apply to the financial year designated by the Organization and to subsequent financial periods.
2. Where the Organization or any of its subsidiary bodies is considering matters which may lead to a decision which has significant financial or administrative implications, it shall have before it an evaluation of those implications from the Executive Secretary.
3. These Regulations may be amended by the Organization in accordance with Article 18 of the Agreement and the Rules of Procedure.

**SCHEDULE OF CONTRIBUTIONS****Option 1**

Each member of the Organization shall contribute to the total core budget of the Organization divided in equal shares.

**OR:****Option 2**

Each member of the Organization shall contribute to the core budget in accordance with the following formula:

- (a) 50 per cent of the core budget divided in equal shares between all members of the Organization;  
and
- (b) 50 per cent of the core budget based on the national wealth component calculated on the basis on an equal weighting of proportional gross national income per capita (calculated on a three-year average).

## HEADQUARTERS AGREEMENT

### BETWEEN THE GOVERNMENT OF (HOST COUNTRY) AND THE AQUACULTURE NETWORK FOR AFRICA

The Government of (host country) and ANAF, hereinafter jointly referred to as the parties;

*Whereas* ANAF is an intergovernmental organization established by the (Agreement....) adopted on (....)

*Whereas* Article 6, paragraph 5 of the Agreement provides that the headquarter of ANAF shall be located within the territory of any of the contracting parties designated by the Council;

*Whereas* Article 6, paragraph 3, of the Agreement provides that ANAF shall have a legal personality in accordance with international law and shall have capacity of legal person to perform any legal act appropriate to its purpose which is not beyond the powers granted by this Agreement.

*Whereas* Article 6, paragraph 4 of the Agreement provides that ANAF shall enjoy in the territories of its Members such privileges and immunities as are necessary for the fulfillment of its purpose;

*Whereas* Article 16 paragraph 2, of the agreement provides that immunities and privileges which (ANAF) and its officers shall enjoy in the territory of a contracting party shall be subject to an agreement between ANAF and the Host country;

*Whereas* ANAF and the host country wish to conclude an agreement to facilitate the smooth and efficient functioning of ANAF in (host country);

Have agreed the following:

### Article 1

#### Definitions

For the purpose of this agreement:

“ANAF” means the Aquaculture Network for Africa

“Archives of ANAF” archives of ANAF includes all records, correspondence, manuscripts, photographs films, recording, in any formats including digital belonging to, or held by, ANAF and information contained therein;

“Agreement” means the agreement establishing ANAF as concluded on (....) and any amendment thereto;

“Government” means the Government of (host country);

“Representatives” mean all accredited members of delegations of ANAF members /contracting parties, including heads of delegation, alternates advisers and experts, as appropriate;

“Headquarter seat” means the land together with the building erected upon it as well as any other lands, buildings or part of buildings which may from time to time be included therein by supplementary agreement between ANAF and the government;

“Official” means those activities undertaken pursuant to the agreement on (ANAF);

“Staff member” means a person, including the (Executive Secretary), appointed or recruited for employment with (ANAF) and subject to its Staff Rules;

“Executive Secretary” means the Executive Secretary of ANAF;

“Host Country National” means a person who is a citizen of the Host Country;

“Appropriate Authorities” mean the national, state or municipal authorities as the context may require, in accordance with the laws of the Host Country.

## **Article 2**

### **Legal Personality**

In addition to the characteristics and responsibilities accorded to the Organization under the ANAF Agreement, the Organization has:

1. a legal personality;
2. the capacity to contract, to acquire and to dispose of movable and immovable property; and
3. the capacity to institute and be a party to legal proceedings.

## **Article 3**

### **Immunities of the Organization**

1. Except as otherwise provided in the ANAF Agreement or in this Agreement, the activities of the Organization in the Host Country shall be governed by the laws of the Host Country.
2. Within the scope of its Official activities, the Organization and its property, premises and assets shall have immunity from suit and other legal processes except:
  - a. to the extent that the Organization expressly waives such immunity from each suit and other legal process in a particular case;
  - b. in respect of any contract for the supply of goods or services, any lease for premises, any loan or other transaction for the provision of finance and any guarantee or indemnity in respect of any such transaction or of any other financial obligation;
  - c. in respect of a civil action by a third party for death, damage or personal injury arising from an accident caused by a motor vehicle belonging to, or operated on behalf of, the Organization;
  - d. in respect of a motor vehicle offense involving a motor vehicle belonging to, or operated on behalf of, the Organization;
  - e. in the event of an attachment, pursuant to the final order of a court of law, of the salaries, wages, or benefits owed by the Organization to a staff member or to an expert;
  - f. in respect of a counter-claim directly connected with proceedings initiated by the Organization; and
  - g. in respect of the enforcement of an arbitration award or decision in relation to a dispute settled in accordance with Article 17 of this Agreement.
3. The Organization’s property, premises and assets shall have immunity from any form of:
  - a. Restrictions or controls such as requisition, confiscation, expropriation or attachment or

- b. administrative or judicial constraint provided that a motor vehicle belonging to or operated on behalf of the Organization shall not be immune from administrative or judicial constraint when the motor vehicle is necessary to the investigation of an accident involving the motor vehicle.
4. The immunities of the Organization shall cease to apply in relation to property, premises and asset which have been abandoned by the Organization for a period in excess of twelve months.

#### **Article 4**

##### **Premises and Property**

1. The premises of the Organization shall be inviolable and shall be under the full authority of the Organization.
2. Any premise used or occupied by the Organization for performance of its official activities shall be accorded the status of premises of the Organization, with the concurrence of the Government of the Host Country.
3. The appropriate authorities may enter the premises to carry out their duties, only with the consent of the Executive Secretary and only under the conditions agreed upon prior to entry.
4. The consent of the Executive Secretary shall be deemed to have been given in the case of fire or other emergency occurrence which may require immediate protective action.
5. The Government shall take all appropriate steps to protect the premises of the Organization against any intrusion or damage and to prevent any impairment of its dignity.
6. The Organization shall not permit the premises of the Organization to become a refuge for any person not entitled to immunity.
7. The records of the Organization shall be inviolable wherever the records are and whomever they are possessed.
8. The Organization shall be entitled to display its flag and emblem on the premises and means of transport of the Organization.
9. The Host Country shall provide permanent premises to the Organization in the Host Country, free of charge, in accordance with Article 6. Details of the term, ownership and use of the premises shall be regulated in an occupancy agreement between the Organization and the Host Country. The Government shall assist the Organization in obtaining public services, including access to electricity, water, and waste disposal, utilized by the Organization in the interim premises.

#### **Article 5**

##### **Communications**

1. The Organization may employ all appropriate means of communication, including messages in code or cipher. The Government shall not impose any restriction on the:
  - a. official communications of the Organization;
  - b. development, installation or use of necessary technologies for communication; or

- c. import, export or circulation of publications or other information materials of the Organization.
2. The Government shall take all reasonable steps to assist the Organization to meet its specific technical and administrative communication needs.

## **Article 6**

### **Exemption from taxes and currency controls and restrictions on disposal of goods intended for Official activities**

1. The Government shall exempt goods intended for Official activities of the Organization, including the Organization's publications, means of transport and items for entertainment purposes, from all customs and excise duties payable at customs.
2. The Government shall not impose any foreign exchange restrictions or national taxes upon:
  - a. any financial transfers made into and out of the Host Country, by the Organization, the Organization's representatives, staff members, experts and representatives; and
  - b. Within the scope of the Organization's Official activities, the Organization's property, premises and assets, and the Organization's income including contributions made to the Organization.
3. A citizen of the Host Country who is a representative, staff member, expert or representative of the Organization shall be exempted from paragraph 2 of this Article.
4. The Organization shall not give away, sell, lend or otherwise dispose of goods acquired or imported for Official activities within the Host Country, except under conditions agreed in advance between the Government and the Organization.
5. The Organization shall be responsible for payment of services used.

## **Article 7**

### **Executive Secretary**

In addition to the privileges, immunities, exemptions and facilities provided for staff members in Articles 8 and 11 of this Agreement, the Executive Secretary shall enjoy the privileges, immunities, exemptions and facilities of a diplomatic agent of equivalent rank. If unless the Executive Secretary is a citizen of the Host Country, he or she shall enjoy limited privileges, immunities, exemptions, and facilities of a diplomatic agent of equivalent rank. The Executive Secretary's spouse and dependent children under the age of eighteen years shall enjoy the privileges, immunities, exemptions and facilities, accorded to the Executive Secretary.

## **Article 8**

### **Staff Members**

1. A staff member of the Organization shall have immunity from suit and other legal process in respect of actions taken, verbal communication and written or spoken words, in the exercise of the Official functions and during Official activities, even after the termination of their service with the Organization.



2. A staff member shall not have immunity in the case of a:
  - a. motor vehicle offense committed by the staff member; or
  - b. civil or administrative proceeding arising out of death, damage or personal injury caused by a vehicle driven or owned by the staff member.
3. A staff member shall be exempt from customs duties and other similar charges, at the time of first taking up the post in the Host Country until six months from first entry, in respect of import of goods intended for personal use, including:
  - a. Furniture; or
  - b. Personal effects, including vehicles in their ownership.
4. The Government may extend the six months period following first entry for exemption from customs duties and other similar charges.
5. A staff member who is a citizen of the Host Country may be subject to custom duties and other charges or subject to a separate arrangement by the Government.
6. A staff member shall not sell, lease, hire out or otherwise dispose of the goods acquired or imported, except under conditions agreed in advance with the Government.
7. Furniture and personal effects, including motor vehicles, may be exported free of duties when leaving the Host Country on the termination of the Official functions of the staff member.

## **Article 9**

### **Experts**

1. An expert shall enjoy immunity while exercising Official functions in the Host Country.
2. The immunity for an expert shall extend beyond the termination of the expert's functions with the Organization from suit and other legal process in respect of actions taken and verbal and written communication in the exercise of Official functions.
3. The immunity for an expert shall not apply in the case of a:
  - a. motor vehicle offence committed by the expert; and
  - b. civil or administrative proceeding arising out of death, damage or personal injury caused by a vehicle driven or owned by the expert.
4. The Government shall not require an expert to pay taxes on income received from the Organization.
5. The Government shall not require an expert to obtain foreign investment and business permits for work done for the Organization.

## **Article 10**

### **Immigration and Labor Laws**

1. Staff members, experts and representatives and their spouses and dependent children under the age of eighteen years shall comply with the immigration laws of the Host Country, except for the laws relating to the registration of aliens.

2. The Government shall provide suitable entry permits and work permits requested by the Organization on the same basis as the permit provided to the foreign embassies located in the Host country for their families, consultants and contractors for:
  - a. staff members;
  - b. experts;
  - c. their spouses; and
  - d. their children under the age of eighteen years.
3. The Organization is exempt from the provisions of [] of the [Code of the Host Country].

### **Article 11**

#### **Object of privileges and immunities accorded to staff members and experts**

1. The Government shall safeguard the privileges and immunities accorded to staff members and experts.
2. The Organization shall make the effort to achieve an equitable solution, including alternative dispute resolution and arbitration in cases where immunities apply.

### **Article 12**

#### **Notification of appointment**

1. The Organization shall inform the Government when a staff member or an expert takes up or relinquishes the staff member or the expert's official post. Whenever possible, the Organization shall give prior notice to the Government of the arrival and final departure of the staff member or expert. If a staff member or expert is accompanied by: (a) a spouse; (b) dependent children under the age of eighteen years, the Organization shall give prior notice to the Government in respect of such persons.
2. The Organization shall maintain a complete list of all:
  - a. Staff members;
  - b. Spouses of staff members;
  - c. Accompanying dependent children under the age of eighteen years; and
  - d. Expertsand shall send such list to the Government, twice a year. The Organization shall indicate whether any such person is a citizen of the Host Country.

### **Article 13**

#### **Representatives in attendance at conferences convened by the Organization**

1. A representative, while exercising Official functions in the Host Country and while traveling in the exercise of official functions, shall enjoy immunity that:
  - a. extends beyond the termination of the mission, from suit and other legal process in respect of actions taken in the exercise of official functions, including all verbal communication; and
  - b. is equivalent to the immunity accorded to diplomatic agents of equivalent rank.

2. The immunity afforded to the representative in paragraph 1 of this Article does not apply in the cases of civil or administrative proceedings arising out of death, damage or personal injury caused by a vehicle driven by the representative.
3. A representative, while exercising official functions in the Host Country, shall enjoy any privileges accorded to diplomatic agents of equivalent rank, including:
  - a. exemption from customs inspection of personal baggage; and
  - b. the right to use codes and to send and receive correspondence and other papers and documents by couriers or in sealed bags.
4. The Government shall treat a representative with all due respect and shall take all necessary measures to prevent encroachment on the representative's person, freedom and dignity. The Government shall diligently investigate cases of offence against a representative and shall take appropriate action with respect to the prosecution of the alleged offender.
5. The privileges and immunities under this Article do not apply to any representative of the Government or to any citizen of the Host Country.
6. The member of the Organization sending the representative may waive the immunity of a representative when the immunity impedes the course of justice and the immunity can be waived without prejudice to the purpose for which the immunity is accorded. If the member of the Organization sending the representative does not waive the immunity of the representative, the member shall make the strongest efforts to achieve an equitable solution.

#### **Article 14**

##### **Cooperation**

1. The Organization shall cooperate fully at all times with the appropriate authorities of the Government in order to prevent any abuse of the privileges and immunities afforded under this Agreement.
2. The Government shall reserve its sovereign right to:
  - a. preserve security;
  - b. apply laws necessary for health and quarantine; and
  - c. uphold laws relating to public order, while taking reasonable measures to respect the privileges and immunities afforded to the Organization and its staff members and experts.

#### **Article 15**

##### **Consultation**

The Government and the Organization shall consult each other at the request of either party concerning matters arising from or concerning the provisions of this Agreement.

#### **Article 16**

##### **Amendment**

The Government and the Organization may amend this Agreement, only through an agreement confirmed by an exchange of notes between the Government and the Organization.

## **Article 17**

### **Applicable law and settlement of disputes**

1. The Government and the Organization shall determine a mutually acceptable method for dispute resolution.
2. Any dispute between the Government and the Organization concerning the interpretation or application of this Agreement or any question that could affect the relations between the Government and the Organization that is not settled through the determined method for dispute resolution referred to in paragraph 1 of this Article shall be referred to an arbitration tribunal.

## **Article 18**

### **Entry into force and termination**

1. This Agreement shall enter into force upon signing of two original copies of the Agreement by the Government and the Organization. One signed original copy shall be deposited with the Government and the second signed original copy must be deposited with the Organization.
2. This Agreement may be terminated by either the Government or the Organization with a reasonable period of notice.
3. If the Organization decides to relocate the seat of the Organization to another country, the Organization shall give reasonable prior notice to the Government. In the event that the seat of the Organization is relocated, this Agreement shall cease to be in force, only after a reasonable period during which the property of the Organization in the Host Country is transferred or disposed of.
4. The Government and the Organization shall confirm the date of the termination of the Agreement through consultation and exchange of notes.

IN WITNESS WHEREOF the undersigned, being duly authorized thereunto, have signed this Agreement.

**Sixth Annual Meeting of the Aquaculture Network for Africa (ANAF)  
Entebbe, the Republic of Uganda, 6–9 December 2016**

**CONCEPT NOTE ON THE PROCESS FOR THE ESTABLISHMENT OF THE  
AQUACULTURE NETWORK FOR AFRICA**

**BACKGROUND**

Aquaculture in Africa, which supplies less than 3 percent of global fish production, has been growing slowly. Per capita fish consumption in Africa is the lowest in all regions and is, according to FAO (2014), the only part of the world in which consumption is falling. The reason for this decline had been the levelling off in capture fish production and the growing population. The degradation of aquatic environments through human activity and the potential impact of climate change on marine and freshwater ecosystems are some of the factors hindering aquaculture production from achieving its potential. There are many other constraints, which range in nature from biological to technical, economic and environmental.

In addition to these, there are institutional weaknesses. In some countries, there is a lack of coordination between existing directorates and/or agencies that share regulatory responsibility for aquaculture; similarly, some legislation may not be in harmony with the present and future status of the industry, and there are unclear or conflicting priorities within the policy-making and regulatory spheres. Improved governance and management systems are required, as well as collaboration between different stakeholders, targeted investments in infrastructure and marketing, in order to accelerate the growth of aquaculture in the region.

All the above-mentioned constraints led to the decision taken at the 14<sup>th</sup> Session of the Committee for Inland Fisheries and Aquaculture (CIFAA) held in Accra, the Republic of Ghana in November 2006, to establish a “NACA-like” network called Aquaculture Network for Africa (ANAF). ANAF was launched in 2006 with four members, of which has now increased to fourteen participating countries. Expanding the network to other countries is still ongoing, promoting institutional strengthening to ensure aquaculture development maximizes its potential to improve regional food security and nutrition.

ANAF National Focal Points, which represent their countries at the Annual Meetings, have already met several times to discuss common aquaculture issues, to elaborate a work plan and define ANAF-Intergovernmental Organization (IGO) transformation process.

Thanks to the assistance of FAO, a parallel web-based information system has been developed and it is currently hosted by the Lake Victoria Fisheries Organization (LVFO) in Jinja, the Republic of Uganda. The information system was established to generate, disseminate and facilitate the access to aquaculture information for ANAF member countries.

FAO has supported ANAF meetings in particular through the New Partnership for Africa’s Development (NEPAD) FAO Fish Programme, as well as recently through its regular programme budget:

- First meeting of the ad hoc working group in 2007
- Two more meetings of the working group held in 2008
- First ANAF meeting held in Lagos, the Federal Republic of Nigeria in July 2009
- Second ANAF meeting held in Mombasa, the Republic of Kenya in August 2010
- Third ANAF meeting held in Jinja, the Republic of Uganda in November 2011
- Fourth ANAF meeting held in Entebbe, the Republic of Uganda in December 2012

- Fifth ANAF meeting held in Dakar, the Republic of Senegal in September 2013
- Sixth ANAF meeting held in Entebbe, the Republic of Uganda in December 2016

## JUSTIFICATION

African Member countries are in need of technical assistance to face the emerging issues in aquaculture at the national and regional level, and support for the sustainable development and governance of the sector through the establishment of an institutionalized aquaculture network such as ANAF. Africa's contribution to aquaculture is currently only 2.4 percent of global production and FAO has identified Africa as the future growth area for aquaculture—hence the need to strengthen African member countries' collaboration and capacity to unlock the potential for aquaculture development. Furthermore, establishing ANAF would be in line with the framework of the “African Package for Climate-Resilient Ocean Economies”,<sup>2</sup> a technical and financial assistance proposal to support the development of coastal and island states in Africa, designed by the World Bank, FAO and the African Development Bank, and presented at the 22<sup>nd</sup> Conference of the Parties (COP 22) in Marrakesh, Morocco (7–18 November 2016).

## GENERAL OBJECTIVE

The main objective of ANAF is to optimize the utilization of available resources and strengthen the member countries' capacity in order to foster sustainable aquaculture development in Africa as a means to fight poverty, ensure food and nutritional security, create wealth, income and provide youth employment.

## SPECIFIC OBJECTIVES

The specific objectives include:

1. To increase national fish production in order to reduce fish imports and save on foreign exchange.
2. To generate, disseminate and facilitate access to aquaculture information in the region, for the development of the sector.
3. To facilitate access to quality inputs, and the adoption of appropriate and sustainable technologies for quality seed production, feed formulation and development.
4. To stimulate private sector investment as well as public-private partnerships in aquaculture.
5. To establish institutional links and stronger collaboration among member countries.
6. To increase rural income and employment, gender and youth equity.
7. To increase and diversify aquaculture production and enhance productivity and profitability.
8. To harmonize policies and strengthen regulatory frameworks and standards.
9. To strengthen technical capacities and promote collaborative research and development in aquaculture.
10. To develop and promote best management practices to ensure a healthy environment and ecosystems in all aquaculture practices.
11. To reduce post-harvest losses and ensure the quality and safety of aquaculture products.
12. To facilitate regional trade and access to markets for aquaculture products.

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<sup>2</sup> FAO. 2016. *African Package for Climate-Resilient Ocean Economies*. Rome, FAO (available at [www.fao.org/3/a-i6441e.pdf](http://www.fao.org/3/a-i6441e.pdf)).

## PROPOSED OPTIONS

Since ANAF was conceived in 2006, several meetings have been held to discuss its formalization. The Sixth Annual Meeting held in Entebbe, the Republic of Uganda from 6 to 9 December 2016 explored various options of formalization; the two below were regarded as the most feasible:

1. ANAF Secretariat hosted by a member country as an IGO (see structure in Annex I).
2. ANAF integrated as a unit within African Union (see structure in Annex II).
  - personnel for running ANAF could be seconded ad interim to AU-IBAR from any Member states.

In both options the assumption is that ANAF will still operate within the framework of AU-IBAR and FAO will continue supporting ANAF with technical expertise.

Terms of Reference for ANAF National Focal Points and ANAF Secretariat staff respectively in Annexe III and IV

## CONDITIONS

With respect to the second proposed option, ANAF National Focal Points decided that the Network could be hosted by AU-IBAR only under certain conditions, as follows:

- The position of ANAF in the AU-IBAR structure should be at the level of the Project Technical Officer responsible for aquaculture (See African Union organigram in Annex II).
- The ANAF National Focal Points (NFP) be maintained as key actors of the network.
- Partner states interested in joining ANAF should apply for membership through a formal written request to the Director of AU-IBAR.
- The minimum staff positions required for the ANAF Secretariat should include an Aquaculture Officer and an Information and Communication Specialist.
- The reporting channel for ANAF activities is through the existing AU-IBAR Senior Fisheries Officer.
- AU-IBAR to provide the administrative and operational budget for the ANAF Secretariat and its approved activities, as outlined in the ANAF annual programme of work.
- The Secretariat, in collaboration with the NFP, shall develop the annual work plan during the ANAF Annual Meetings, to be validated through the AU-IBAR system for final endorsement.
- FAO to provide technical support and advocacy, and attend ANAF Annual Meetings.
- Member countries shall support the National Focal Points' duties related to the ANAF annual work plan.
- The ANAF National Focal Points shall meet on an annual basis to discuss achievements and review the ANAF programme of work.
- The ANAF Secretariat will organize the ANAF Annual Meetings, and the hosting country, chosen on a voluntary basis, will provide logistics for the venue.

## PROCESS

- 1) Following the Sixth Annual Meeting held in Entebbe, the Republic of Uganda 6–9 December 2016, the participants shall discuss the proposed options of formalization of ANAF with their national authorities in preparation for the Seventeenth Session of CIFAA, to be held in the Republic of the Gambia in early May 2017.

- 2) The National Focal Points will explore whether their countries might host the ANAF Secretariat; those delegations attending the CIFAA Session in the Republic of the Gambia will report on the decisions taken concerned the two options mentioned above.
- 3) A working document on ANAF to be developed for presentation, discussion and endorsement during the CIFAA Session in early May 2017.
- 4) In the event that no member country accepts to host the Secretariat, the FAO ADG-RAF (as current Secretariat) to communicate with the Director of AU-IBAR to set up ANAF in the AU-IBAR structure, following the appropriate legal procedures.
- 5) Explore the possibility of organizing a regional event on ANAF at the Ninth Session of the COFI Sub-Committee on Aquaculture to be held in Teheran, Iran (Islamic Republic of), 23–26 October 2017.

## **EXPECTED OUTPUTS**

- Active participation of farmer associations, the private sector and other non-state actors in national and regional aquaculture development, and enhanced governance.
- Detailed annual national aquaculture statistics made available on the ANAF website.
- AU-IBAR performance in aquaculture development enhanced through a more effective collaboration with the ANAF National Focal Points.
- Collaboration amongst member countries in the field of aquaculture improved.
- Delivery of aquaculture extension services within ANAF member countries enhanced.
- Training needs identified and capacity building programmes implemented.
- Aquaculture business models developed and disseminated to aid public and private sector investment.
- Consolidated regional ANAF information system developed (inventory of aquaculture experts, service providers, production statistics, etc.).
- Inter- and intraregional trade of aquaculture products increased.
- Per capita fish consumption increased through increased production and promotional marketing campaigns.
- Spatial planning programme for aquaculture in the ANAF member countries developed.
- Competitiveness and yield of aquaculture improved through research and development programmes.
- Aquaculture technology and species diversification improved.

## **SHORT–MEDIUM-TERM PROGRAMME OF WORK**

The programme of work will be based on the availability of resources within the ANAF Secretariat and Member states as well as the importance and ease of implementation of the activities.

### **Short Term (two years)**

- Consolidation of the ANAF Network during its establishment and initial operational phase.
- Strengthening the role of ANAF National Focal Points.
- Refining the medium/long-term programme of work and budget.
- Identifying key aquaculture partners for collaboration and the implementation of planned activities.



**Medium Term (five years)**

- Designing a regional aquaculture programme, including the identification of centres of excellence, technical expertise and the priority development needs of national farmers of ANAF member countries.
- National aquaculture data and information is collected by National Focal Points and made available on the ANAF website (e.g. production statistics, National Aquaculture Sector Overview (NASO), NASO maps and National Aquaculture Legislation Overview (NALO) for all ANAF member countries prepared and published online).
- Organization of a two-day training workshop on improving aquaculture statistics collection.
- Organization of a three-day workshop on spatial planning: aquaculture inventory and zoning methodologies.
- Development of a template for the preparation of aquaculture success stories in ANAF member countries to be included on the ANAF website.
- Establish a new directory on the ANAF website on existing aquaculture farmer associations.

**ANAF ACHIEVEMENTS**

Since its launch in 2006, ANAF has produced a series of important outputs, as outlined below:

1. Four ANAF Annual Meeting reports published.<sup>3</sup> The report of the Sixth ANAF Annual Meeting is being prepared and will be published in early 2017.
2. ANAF web-based Information System (developed using the Typo 3 Content Management System, hosted and managed by the Lake Victoria Fisheries Organization in Jinja, the Republic of Uganda) developed.
3. Two consultancy reports prepared and published within the Fourth ANAF Annual Meeting Report:
  - The Role of Aquaculture Advisory Groups and Aquaculture Farmer Organizations: Lessons learnt from the Republic of Zambia and the Republic of Uganda and Guidelines for Developing Aquaculture Farmer Organizations. Prepared by Ms Laila Kassam (International Consultant)
  - Towards an Aquaculture Network for Africa (ANAF) Intergovernmental Organization (IGO) – Small Steps for the Final Leap. Prepared by Mr Pedro B. Bueno (International Consultant and former Director of NACA).
4. Several field visits to aquaculture facilities undertaken during every ANAF annual meeting, to allow National Focal Points to share technical information on aquaculture issues, be aware of aquaculture developments in member countries and therefore strengthen the network.
5. ANAF legal founding documents elaborated and published in the Sixth ANAF Annual Meeting report (under preparation).

<sup>3</sup> Reports of ANAF Annual Meetings

FAO. 2013 Report of the Technical meeting and training on the Aquaculture Network for Africa (ANAF) website: data collection and dissemination tools. Jinja, Uganda, 22–25 November 2011. FAO Fisheries and Aquaculture Report No. 1010. Rome, FAO.

FAO. 2013 Report of the Fourth Aquaculture Network for Africa (ANAF) Annual Meeting. Entebbe, Uganda, 4–6 December 2012. FAO Fisheries and Aquaculture Report No. 1049. Rome, FAO.

FAO. 2016 Report of the Fifth Aquaculture Network for Africa (ANAF) Annual Meeting. Dakar, Senegal, 11–13 September 2013. FAO Fisheries and Aquaculture Report. No. 1179. Rome, FAO.

## LESSONS LEARNT

Some ANAF member countries have embraced the findings of the above-mentioned consultancy report by Ms Kassam and included the establishment of Aquaculture Farmer Organizations and their regulations: this is the case of the Republic of South Africa and Zambia.

Through ANAF, the Republic of Zambia has identified a suitable consultant from the Republic of Uganda who has assisted the government in establishing small-scale floating cage facilities in Lake Kariba.

Collaboration between AU-IBAR and ANAF has led to the elaboration of Best Management Practices (BMP) for aquaculture in some ANAF member countries, particularly the Republic of Kenya, the Republic of Uganda, the United Republic of Tanzania and the Federal Republic of Nigeria.

### The Republic of South Africa

Following the Guidelines for Developing Aquaculture Farmer Organizations elaborated by Ms Kassam within the ANAF framework, the new Aquaculture Development Bill for the Republic of South Africa recognized the importance of establishing Aquaculture Farmer Associations (AFA). AFAs will be formally recognized through a new legislation that is under preparation. The Republic of South Africa has acknowledged that AFAs can provide meaningful and relevant advice to governments and if they are seriously involved can have an important and beneficial impact on the way the aquaculture sector is developed, by ensuring all stakeholders are represented in the decision-making processes. AFAs have the potential to enable many fish farmers to overcome the challenges they currently face in accessing inputs, information and output markets, and effectively participate in modern market chains.

### The Republic of Zambia's achievements as a result of collaboration between ANAF member countries

The Republic of Zambia identified an expert in small-scale cage culture from the Source of Nile in the Republic of Uganda where the consultant spearheaded the introduction of the same technology among the small-scale fish farmers of Lake Kariba. This led to a request by the Government of the Republic of Zambia for a strategic environmental assessment to be carried out on the lake to allow more small-scale cage producers to go into the aquaculture business.



**Figure 1** – Map of the northern part of Lake Kariba showing the two new sites identified for the establishment of floating cages for aquaculture production.



**Figure 2** – Floating cages (3 m x 2 m x 3 m) set up in Lake Kariba under the supervision of the Ugandan expert from Source of Nile.

1. A consultant with practical experience was identified through ANAF to assist in setting up a North African catfish (*Clarias gariepinus*) production hatchery and procedures from the Republic of Kenya. She assisted in the creation of a practical manual after hands-on training was given to those fish farmers intending on beginning catfish aquaculture production.
2. During the elaboration of the National Aquaculture Strategy, Zambian authorities developed criteria for the identification of high potential aquaculture zones, to be called Aquaculture parks, by using information obtained from ANAF documents.
3. The Republic of Zambia has developed a website called the Zambia Network for Aquaculture and Fisheries (ZANAF) to assist national aquaculture stakeholders' access information required for investing in the sector. This took into consideration the data and information stored in the Aquaculture Network for Africa (ANAF) website.
4. Through ANAF and the work done in collaboration with the Aquaculture Advisory Group and the Aquaculture Development Associations of Zambia, the Republic of Zambia has attracted a number of aquaculture development projects; these include the Development of Aquaculture Parks, the Aquaculture Productivity and Marketing Enhancement Project (APMEP) in selected high potential Aquaculture Zones and the forthcoming Zambia Aquaculture Enterprise Project.

ANAF has stimulated the information flow to the private sector and this has attracted a lot of investment in aquaculture, to such an extent that between 2009 and 2015 the increase in aquaculture production has shot up from about 8 000 to 25 000 tonnes, particularly as a result of huge investment in cage farming by both small- and large-scale commercial aquaculture entrepreneurs.

#### **Development of Best Management Practices (BMP) for aquaculture**

Through the collaboration between AU-IBAR, ANAF and FAO, a preliminary assessment of the aquaculture industry in sub-Saharan Africa was undertaken in the Republic of Ghana, the Republic of Kenya, the Federal Republic of Nigeria, and the Republic of Uganda in July 2013.<sup>4</sup> The purpose of the assessment was to review and strengthen the aquaculture sector in the sub-Saharan African region by setting realistic expectations and benchmarks that would promote investment and facilitate the monitoring of these investments. The main targets were aquaculture companies in the Republic of Ghana, the Republic of Uganda, the Republic of Kenya and the Federal Republic of Nigeria (tropical latitudes) that are dealing with freshwater fish culture: the species in question were tilapia and *Clarias*; the systems employed were tank, pond and cage systems.

<sup>4</sup>Torrans, L. & Bosworth, B. 2013. *Report on preliminary assessment of Aquaculture - Setting Realistic Benchmarks for Africa's Aquaculture Program, AU-IBAR and FAO Aquaculture Project, 7–28 July 2013*. African Union – Interafrican Bureau for Animal Resources (AU-IBAR), Nairobi. (available at: [www.au-ibar.org/component/jdownloads/finish/5/1916](http://www.au-ibar.org/component/jdownloads/finish/5/1916)).

The partners involved were AU-IBAR, FAO, Aquaculture Network for Africa (ANAF), the United States Department of Agriculture – Agriculture Research Service (USDA-ARS) and the World Wildlife Fund (WWF).

As the overall coordinating body, AU-IBAR and FAO facilitated the Industry Assessment that targeted the major aquaculture producers identified prior to the mission; this was founded on the understanding that a crosscutting priority for African countries is to establish viable aquaculture industries that can help to achieve the national and regional goals of improved food security, enhanced natural resource use and increased economic growth.

Drs Leslie Torrans and Brian Bosworth from the USDA-ARS carried out the assessment. The National Focal Points from ANAF not only prepared summary background documents as a prerequisite for the in situ assessments, but also assisted in identifying potential farms, investors and visiting partners along the aquaculture value chain in their respective countries and engaging them in the project. Other major considerations which emerged after the assessment were:

- The assessment of the industry in the selected countries was successfully carried out through on-the-ground visits to national aquaculture stakeholders, including meetings with the managers of Commercial Fish Farmer Associations.
- Many fish farmers in the visited countries have invested their own resources to gain professional/technical expertise from outside the county.
- Commercial aquaculture is finally taking its place in Africa, and like in Asia, Europe and the Americas, production figures should increase in the coming years, just as soon as affordable, quality floating pellet feed is be made available.



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Drs Torrans and Bosworth during a visit to the Republic of Uganda in a catfish and ornamental Fish

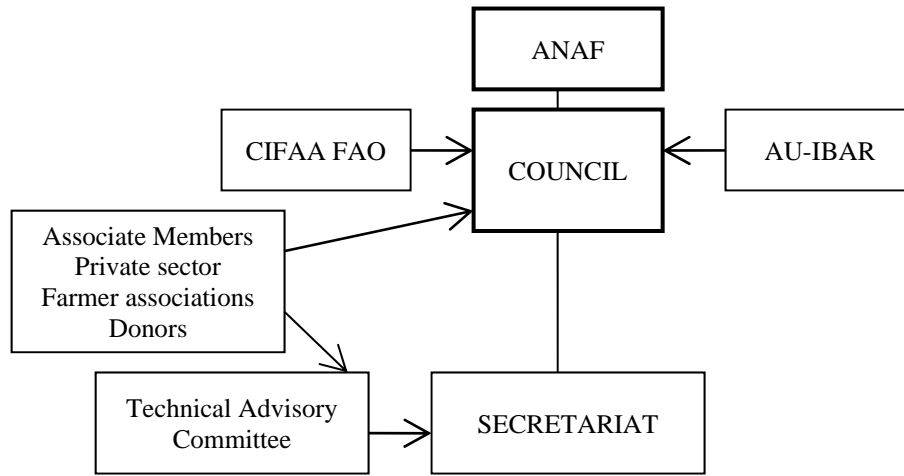


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Hatchery at SIFFA, Busia, the Republic of Kenya Farm (hatchery and grow-out) in the Republic of Kenya.

**ANNEX I**

**PROPOSED STRUCTURE OF ANAF HOSTED BY A MEMBER COUNTRY**

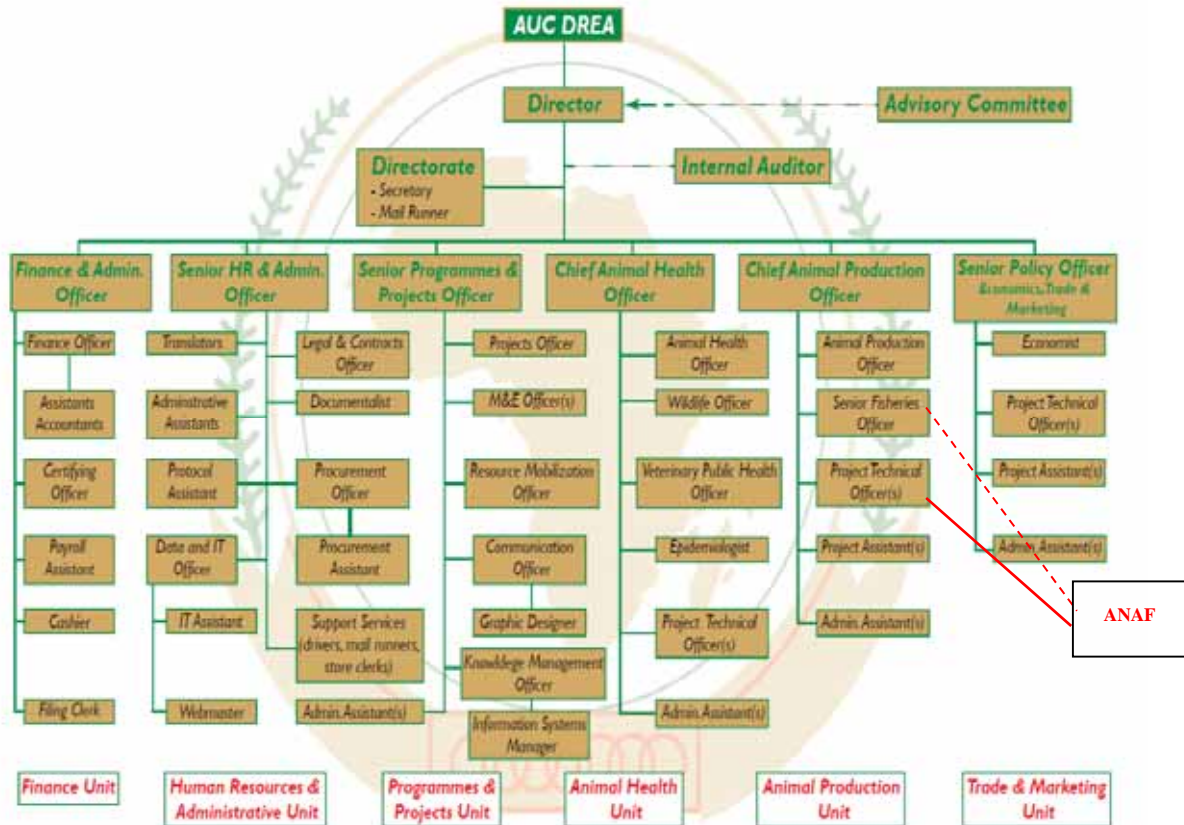


Terms of References for ANAF National Focal Points and the ANAF Secretariat are provided in Annexes 3 and 4 of this document.

**ANNEX II**

**ADMINISTRATIVE STRUCTURE OF THE AFRICAN UNION**

Proposal on where ANAF might be placed within the African Union's structure



Note: African Union is composed of 60–70 staff, of which 23 have permanent contracts.

### **ANNEX III**

#### **TERMS OF REFERENCE FOR ANAF NATIONAL FOCAL POINTS**

Recognizing each government's commitment to ANAF within the aegis of the Committee for Inland Fisheries and Aquaculture of Africa (CIFAA), and the full support of his/her national supervisors, the duties of the ANAF National Focal Point (it is assumed that this post is covered part-time, 30 percent) shall include (but not be confined to):

- The National Focal Point, working for the competent authority, is representing his/her country in ANAF in close collaboration with the ANAF Secretariat and is responsible for all ANAF activities in his/her country.
- Participate wherever possible in national sector events (e.g. meetings, conferences, workshops, fairs, etc.) and deliver presentations to promote the role played by ANAF at the national and regional level.
- Advise on, and assist in the formulation of, inter alia, work programmes, projects and other activities of interest for the ANAF Network.
- Act to support the implementation of activities consistent with the ANAF programme of work discussed and endorsed during ANAF Annual Meetings.
- Attend the ANAF Annual Meetings and bring national aquaculture development issues of regional interest to the attention of the other ANAF member countries.
- Be responsible for the regular and timely submission of data and information to the ANAF Secretariat, also required for the updating of the ANAF website.
- Assist the ANAF Secretariat in identifying and soliciting potential non-governmental and private sources of funding to support the ANAF Network and activities.
- Fully publicize/promote the existence and value of the information contained in the ANAF website to the public and private sector and within his/her government.
- Conduct continuous internal evaluation of the efficacy of information dispersal by ANAF on a national level in order to improve future services.

Any other information related to the overall national aquaculture sector can be submitted.

Furthermore, the ANAF National Focal Points will ensure that the National Aquaculture Authorities are fully briefed on ANAF activities.

To ensure that the ANAF National Focal Points are in a position to undertake these responsibilities, they should be experienced aquaculture officers with ready and regular access to national and regional aquaculture information.



## ANNEX IV

### TERMS OF REFERENCE FOR ANAF SECRETARIAT STAFF

The Secretariat staff, composed of two people, will be responsible for the management, maintenance, assessment and exchange of aquaculture related data and information among all ANAF member countries, as well as networking with national governmental institutions, scientific and non-governmental organizations, regional and specialized agencies, for the effective dissemination of information and the implementation of Network activities. Staff are expected to perform the following tasks:

- Liaise with all ANAF National Focal Points to implement and ensure an efficient data and information flow in ANAF.
- Encourage the ANAF National Focal Points to submit data and news on a regular basis.
- Prepare and distribute press releases and technical reports, as appropriate, and produce a brief annual report on the status, trends and prospects of aquaculture development in the region.
- Carry out regular revision and validation of submitted data to ensure correctness and consistency.
- Ensure the regular maintenance of the information system, supervising ongoing publishing activities and administration of the system, including backups and security patches.
- Conduct Web analysis to assess the impact of ANAF on aquaculture stakeholders.
- Prepare biannual Web analysis reports to be presented during the ANAF Annual Meetings.
- Prepare and execute the ANAF annual work plan and budget.
- Handle relevant correspondence and reply to inquiries for public information materials.
- Liaise with public/private organizations that may support the ANAF Network.
- Participate wherever possible in national and regional events (e.g. meetings, conferences, workshops, fairs, etc.) and deliver presentations on promoting the role of ANAF in the region.
- Identifying and soliciting potential non-governmental and private sources of funding to support the ANAF Network and activities.
- Any other duties as may be assigned.

#### Qualifications

**Aquaculture Officer:** university degree or equivalent in aquaculture science, with at least ten years of experience in the sub-Saharan Africa Region.

**Information and Communication Officer:** university degree or equivalent in information or communication sciences, with at least ten years of practical experience in information and communication; practical experience in website architecture, content management and databases.

All staff should satisfy the following criteria:

- Excellent and proven communication skills with government officials, scientific organizations and other stakeholders engaged in the sub-Saharan Africa aquaculture sector.
- Working knowledge of English and limited knowledge of French.
- Excellent teamwork skills.

**Opening Remarks by the Permanent Secretary, Ministry of Agriculture,  
Animal Industry and Fisheries of the Republic of Uganda at  
the Sixth Annual Meeting of the Aquaculture Network for Africa (ANAF)**

Resident Representative of the Food and Agriculture Organization of the United Nations (FAO),  
FAO experts,  
Aquaculture Network for Africa (ANAF) Focal Points,  
Experts from member countries of the Aquaculture Network for Africa (ANAF),  
Distinguished guests,  
Ladies and gentlemen,

My Name is Pius Wakabi Kasajja (Mr) – PS MAAIF.

It is with great interest and pleasure that I am here with you this morning to officiate at the official opening ceremony of the Sixth Annual Meeting of the Aquaculture Network for Africa (ANAF).

At the outset, please allow me, on behalf of the Government of the Republic of Uganda and indeed on my own behalf, to welcome all the distinguished delegates/participants to this important meeting from participating countries and FAO in Rome.

It was a great honour for the Republic of Uganda to be asked once again to play host to this meeting by the organizers. We responded positively and accepted the choice to host the meeting with great pleasure. I wish to take this opportunity, on behalf of the Government of the Republic of Uganda, to welcome all of you and sincerely make known my gratitude to FAO for its continued support as we work towards establishing the Aquaculture Network for Africa (ANAF).

Dear participants,

Allow me to remind you that the Aquaculture Network for Africa (ANAF)—which currently brings together 14 African countries, namely: the Republic of Cameroon, the Republic of Chad, the Republic of Ghana, the Republic of Kenya, the Republic of Mali, the Republic of Mozambique, the Republic of Namibia, the Federal Republic of Nigeria, the Republic of Senegal, the Republic of South Africa, the United Republic of Tanzania, the Republic of Uganda and Zambia—was established during the 14<sup>th</sup> Session of the Committee for Inland Fisheries and Aquaculture of Africa (CIFAA) held in Accra, the Republic of Ghana, in November 2006, on the basis of a working group tasked with consolidating its establishment. It consists of focal points in the different member countries and is the only specialized network in the field of aquaculture in Africa.

ANAF activities were punctuated by the organization of five regional workshops, in the Republic of Ghana, the Federal Republic of Nigeria, the United Republic of Tanzania, the Republic of Uganda and the Republic of Senegal respectively. This is the third time that the Government of the Republic of Uganda has hosted one of these meetings with a view to coordinating and fostering the exchange of aquaculture-related scientific and technical information. This workshop is part of the efforts towards pursuing already initiated projects and consolidating the gains of previous workshops.

Dear participants,

We are gathered here in Entebbe today through the Aquaculture Network for Africa (ANAF) forum to find ways and means to guarantee and improve our people's access to the animal protein derived from aquaculture, through a regional approach and networking.

In view of the progress already achieved, I would like to acknowledge the significance of ANAF, which is currently seeking greater involvement from member governments, to enable a strong



institutional anchoring, proper programming of activities and an adequate legal framework to enhance the effectiveness of aquaculture networking in our region.

I would like to remind you that these concerns are part of your agenda, and should be thoroughly discussed—in particular that of providing ANAF with a legal framework, as set up by the working groups at the 5<sup>th</sup> meeting held in the Republic of Senegal, in September 2013.

Given the calibre of the participants, and the presence of legal officers at this meeting, I remain confident and particularly optimistic that fruitful discussions and exchanges will emerge, ones which will help us live up to our expectation of transforming ANAF into an Intergovernmental Organization (IGO)—which is the main objective of this meeting. This will enable the network to become an innovative integration tool for aquaculture research and be capable of adding significant value to the economic development of our countries.

As for me, I can already assure you of the special attention that my Ministry will attach to the outcomes and recommendations of this meeting, and of the Government of the Republic of Uganda's of the commitment to steering ANAF in its institutionalization process as an officially recognized intergovernmental organization.

Before concluding my remarks, I would like to reiterate my gratitude to FAO on behalf of the Government of the Republic of Uganda and to all the financial and technical partners, for having agreed to host this meeting and support efforts to transform ANAF into an IGO.

In conclusion, I would like to thank you all for your kind attention and declare the Sixth Meeting of the Aquaculture Network for Africa (ANAF) open.

FOR GOD AND MY COUNTRY

**Opening Remarks by the FAO Representative in the Republic of Uganda, Mr Alhaji M. Jallow during the Sixth Annual Meeting of the Aquaculture Network for Africa (ANAF)**

Honourable Minister of Agriculture, Animal Industry and Fisheries,  
Colleagues from FAO,  
Aquaculture Network for Africa (ANAF) Focal Points,  
Distinguished guests and Participants,

It is a pleasure for me to join you today at the opening ceremony of this workshop of the Sixth Meeting of the Aquaculture Network for Africa (ANAF).

On behalf of the Director-General of the Food and Agriculture Organization of the United Nations (FAO), Mr José Graziano da Silva, I extend to you his warmest greetings. I would like to extend my sincerest thanks to the Government of the Republic of Uganda, and in particular to the Ministry of Agriculture, Animal Industry and Fisheries (MAAIF) for having agreed to host this important event for Africa.

As the statistics from FAO show, and as you may also be aware, global aquaculture currently contributes more than 50 percent of all fish consumed. This trend is increasing, while that of capture fisheries has stabilized.

The expansion of aquaculture is a global trend with some regions of the world contributing more to the increase in aquaculture products. Southeast Asia is one of the regions that has made a major contribution to this growth. In sub-Saharan Africa, the Federal Republic of Nigeria, the Republic of Uganda and the Republic of Ghana play a significant role in aquaculture production. However, the aquaculture sector is still far from being fully developed and its contribution to food security and human well-being is not as significant as it ought to be in this region.

This meeting is particularly important for ANAF because you have to decide on the future of ANAF. Thus, the commitment of member countries is needed to define a roadmap to a fully functional intergovernmental organization, as requested by the member countries of the Committee on Inland Fisheries and Aquaculture of Africa (CIFAA).

You may recall that the main objectives of ANAF can be summarized as follows:

- assisting member countries to develop and implement aquaculture programmes consistent with national food security strategies and poverty reduction;
- promoting collaboration among all stakeholders in the sector, with special attention to regional and sub-regional structures;
- supporting enhanced communication and information exchange among members and their stakeholders, including collaboration with other existing regional networks, as well as supporting the increased role of the private sector and other institutions at the national and regional level in a bid to foster aquaculture development initiatives.

Honourable Minister, Distinguished Guests,

This important sixth meeting, following those in the Republic of Ghana, the Federal Republic of Nigeria, the United Republic of Tanzania, the Republic of Uganda and the Republic of Senegal, is jointly organized by FAO and LVFO for the ANAF member countries.

During the Fifth Annual Meeting held in Dakar, the Republic of Senegal, from 11 to 13 September 2013, two working groups were constituted to:

1. identify a prospective hosting government for ANAF and propose a schedule of government contributions;
2. prepare a draft Memoranda of Understanding with ANAF as well as legal and technical documents required to turn ANAF into an Intergovernmental Organization (IGO).

I am confident that this four-day workshop will be an occasion for fruitful discussion, which will help strengthen the institutional capacities of ANAF.

The expected outcomes of the meeting are therefore to:

- review the commitment of ANAF member countries.
- discuss and agree on the draft of the following documents:
  1. ANAF Founding Agreement
  2. ANAF Rules of Procedure
  3. ANAF Financial Regulations
  4. ANAF Headquarters Agreement
- discuss and agree on a clear strategy and concrete follow-up actions leading to the establishment of ANAF-IGO.

Once again, I extend sincere my thanks to all participants for being here and wish you all a memorable stay in the Republic of Uganda.

I would also like to extend my gratitude to the Government of the Republic of Uganda for its unwavering support in the success of this meeting, and the Lake Victoria Fisheries Organization (LVFO) for its collaboration and assistance.

On that note, I wish this workshop every success and thank you for your attention.

Photograph of meeting participants



The purpose of the Sixth Annual Meeting of the Aquaculture Network for Africa (ANAF) was to reaffirm the commitment towards ANAF by its member countries, discuss and agree on the draft of the four legal documents: (i) ANAF Founding Agreement; (ii) ANAF Rules of Procedure; (iii) ANAF Financial Regulations; and (iv) ANAF Headquarters Agreement; and to discuss and agree on a clear strategy and concrete follow-up actions leading to the establishment of ANAF as an Intergovernmental Organization (IGO).

The meeting was attended by: Legal Officers from the Republic of Chad, the Republic of Kenya, the Republic of Liberia, the Republic of Mali, the Republic of Mozambique, the Federal Republic of Nigeria, the Republic of Senegal, the United Republic of Tanzania, the Republic of Uganda, and the Republic of South Africa; ANAF National Focal Points from the Republic of Cameroon, the Republic of Kenya, the Republic of Senegal, the Republic of Uganda, the Republic of Zambia and the Republic of South Africa; one representative from African Union-Interafrican Bureau for Animal Resources (AU-IBAR); one FAO Legal consultant; the Senior Fisheries and Aquaculture Officer from FAO Regional Office for Africa in the Republic of Ghana; one Aquaculture Officer from FAO Headquarters in Rome; and the Executive Secretary and two Technical Officers from Lake Victoria Fisheries Organization (LVFO). Out of 14 member countries, 12 were represented at the meeting.

Presentations made included: (1) introduction to the meeting: background, purpose, process and expected outputs; (2) AU-IBAR aquaculture development activities in Africa; (3) presentation of the four legal documents; (4) report prepared by the Legal Officers working group; (4) concept note on the process for the establishment of ANAF prepared by the ANAF National Focal Points working group.

During the meeting, two working groups were established. The ANAF legal documents were reviewed and these included: the Draft Agreement, the Draft Rules of Procedure, the Draft Financial Regulations and the Draft Headquarter Agreement. A concept note on the roadmap for the establishment of ANAF was developed. Two options were proposed for establishment of ANAF: (1) ANAF secretariat to be hosted by a member country as an IGO; or, (2) Integration of ANAF as a unit within AU-IBAR structure. The meeting was more in favour of the second option for budgetary reasons, but a final decision will be taken by member countries during the next Committee on Inland Fisheries and Aquaculture in Africa (CIFAA) Session to be held in the Republic of the Gambia in early May 2017. The Republic of Mali offered to host the Seventh ANAF Annual Meeting in 2017. The Republic of South Africa also offered to host the next ANAF meeting following the World Aquaculture Society meeting to be held in Cape Town during 26–30 June 2017. This could be a good opportunity to promote ANAF at the international level.

