



**MEMORANDUM OF UNDERSTANDING
BETWEEN THE IATTC AND
THE NATURE CONSERVANCY
MOU-LSF-021624**

The Inter-American Tropical Tuna Commission (IATTC), and The Nature Conservancy (the "Conservancy"), hereinafter referred to collectively as the "Parties" and individually, a "Party",

Considering that the IATTC is the Regional Fisheries Management Organization (RFMO) responsible, under the 2003 Antigua Convention, for the conservation and sustainable management of tuna and tuna like species in the Eastern Tropical Pacific Region as well as the conservation of associated species and their ecosystems.

Considering that the Conservancy is a non-profit corporation whose mission is to conserve the lands and waters on which all life depends through a science-based approach and the Conservancy has worked on the ground in a number of IATTC members and cooperating non-members providing technical, legal, and financial support to help advance sustainable development and conservation measures, particularly around the design and use of independent monitoring tools with the aim to improve marine ecosystem conservation and sustainable fisheries management.

Desirous to formalize an institutional and operational framework for organizing, and giving effect to, their collaboration,

Have agreed the following:

I. AREAS OF COOPERATION:

1. For the purpose of this MOU, the Parties have identified a number of areas, including scoping initiatives and projects

relevant to their collaboration where appropriate/when mutually agreed upon, including but not limited to:

- a) improving the quality and quantity of scientific data collection in fisheries in the Eastern Pacific Ocean through, among other means, electronic monitoring, electronic reporting, FAD tracking and recovery, and on-the-water bycatch reduction and research initiatives;
 - b) augmenting independent monitoring information available to fishery managers by identifying the costs and benefits of various conservation and management alternatives through bioeconomic modelling and other analytical approaches (e.g., TNC's Global EM Accelerator Program and TNC's On the Edge Risk-based Project);
 - c) reducing the ecosystem impacts of fisheries in the Eastern Pacific Ocean through bycatch reduction and gear research and using independent monitoring data to verify the use of best fishing practices (e.g., safe release and handling guidelines for endangered, threatened, and protected species (ETP));
 - d) supporting the development of domestic and regional coastal, nearshore, and regional fishery management capacity.
2. All programs, projects and actions that do not derive from what has already been programmed and approved by the IATTC or from the regular implementation of the conservation and management measures adopted by the IATTC, shall be defined with all the details required for their implementation through the development and adoption of specific agreements under terms of reference or project proposals.
 3. All programs, projects and actions, as well as any cooperative activities under this Memorandum, shall be subject to the availability of financial and human resources necessary for their implementation.
 4. Each Party shall designate a member of its staff as point of contact and liaison for the implementation of this MOU.

II. RESPONSIBILITIES OF THE CONSERVANCY

The Conservancy will be responsible for:

- a) drawing up project plans together with IATTC and other possible partners;
- b) making its personnel available for the implementation of projects for which the Conservancy is responsible, as set forth in the project plans;
- c) presenting a strategic agenda, programs, and projects, aiming at identifying joint agendas and possibilities for cooperation with the IATTC;
- d) providing equipment, infrastructure, human resources, financial resources and services necessary for the execution of the proposed projects, as specified in the project plans, subject to negotiation and mutual execution of written agreements, as appropriate; and
- e) pursuing funding support, in some cases jointly with IATTC, from public, private and foundation donors to support proposed projects.

III. RESPONSIBILITIES OF IATTC

The IATTC will be responsible for:

- a) drawing up the project plans together with the Conservancy and other possible partners;
- b) providing technical support, logistics, and infrastructure necessary for full implementation of the proposed projects, established in the respective agreed-upon project plans;
- c) providing equipment, infrastructure, human resources, financial resources and services necessary for the execution of the proposed projects, as specified in the project plans, subject to negotiation and mutual execution of written agreements, as appropriate; and
- d) pursuing funding support, in some cases jointly with the Conservancy, from public, private and foundation donors to support proposed activities.



IV. TERM

1. This Memorandum shall enter into force on the date of its signature and shall have a duration of four (4) consecutive years and may be renewed by agreement of the Parties.
2. This Memorandum may be modified or replaced by another by mutual agreement of the Parties.
3. This Memorandum may be terminated by mutual agreement or upon 30 days' written notice by one Party to the other. In this case, ongoing actions shall continue until terminated, unless otherwise agreed.,

V. NON-BINDING LANGUAGE

1. This MoU does not constitute or create (and is not intended to create) legally binding obligations (expressed or implied) under domestic or international law.
2. Nothing in or relating to this MOU shall be deemed a waiver, express, or implied, of any of the privileges and immunities of the IATTC of the conferral of such privileges and immunities to the Conservancy and staff.

VI. TITLE AND USE OF INTELLECTUAL PROPERTY

1. IATTC and the Conservancy will retain all Intellectual Property rights held in their respective prior material provided as part of activities undertaken under this MOU.
2. Under the provisions of this MOU, the Parties may produce documents, reports, studies, photographs, and maps, as well as documents as well as product-specific documents (collectively "Works"). Unless otherwise agreed to by the Parties in writing, the copyright and other intellectual property rights in any such Work will belong to the Party that produces the Work.
3. If a Work arising out of cooperation or activities performed under this MOU is jointly produced by the Parties, the ownership of copyright and any other intellectual property rights will be determined by the Parties through mutual consultation and agreement.



4. In the absence of any other arrangement between the Parties defining the term "Intellectual Property", in this Agreement "Intellectual Property" will have the meaning provided for in Article 2 of the Convention Establishing the World Intellectual Property Organization, done at Stockholm on 14 July 1967, as amended on 28 September 1979.
5. Neither Party will publish or otherwise distribute the Work of the other Party without both the previous written consent of the other Party and crediting the other Party in such Work.
6. The names and logos of the Parties are trademarks; as such, they may not be used for any purpose without the prior express written permission of their owners.

VII. CONFIDENTIALITY

All activities carried out under this Memorandum and the specific agreements developed and adopted within its framework shall be governed by the confidentiality rules in force in both organizations, including the provisions in the Antigua Convention and the confidentiality rules adopted by the IATTC. Any information and data provided as part of activities under this MOU is to be used only for the purpose of these activities during the period of their execution.

VIII. DISPUTE RESOLUTION

1. Any dispute relating to the interpretation or application of this Memorandum, shall be resolved amicably through direct consultations between the Parties.
2. In the event that a dispute is not resolved through such consultations, within a reasonable period of time, it shall be submitted to mediation by a mediator appointed by mutual agreement between the Parties.



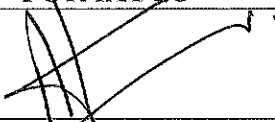

IX. COMPLIANCE WITH LAWS

The Parties will observe all the applicable laws and regulations during the execution of activities carried out under this MOU.

X. LIABILITY

Each party shall be solely responsible and liable for the actions or omissions of its own employees, agents, and representatives involved with the activities contemplated under this MOU, including any related damages, losses and claims to or by third parties. Nothing herein shall be construed as creating joint or several liability between the parties.

IN WITNESS WHEREOF, the Parties execute this Memorandum of Understanding in duplicate, effective as of the last date written below.

FOR IATTC	FOR TNC
	DocuSigned by:  492E718A2F9E4C1...
Arnulfo L. Franco	Ben Gilmer
Director of the IATTC	Director, Large Scale Fisheries Program
Date: 03/06/2024	Date: 2/26/2024