

**MEMORANDUM OF UNDERSTANDING
FOR
COLLABORATIVE RESEARCH ON REPRODUCTIVE BIOLOGY AND EARLY
LIFE HISTORY OF TUNAS**

BETWEEN

**KINDAI UNIVERSITY,
AQUACULTURE RESEARCH INSTITUTE
AND
INTER-AMERICAN TROPICAL TUNA COMMISSION**

This Memorandum of Understanding (“MOU”), made and entered into by and between Kindai University (“KU”), and the Inter-American Tropical Tuna Commission (“IATTC”) (hereinafter KU and IATTC are collectively called as the “Parties,” and individually as the “Party”),

WHEREAS,

KU and IATTC have collaborated on a successful 5-year joint project conducted from 2011-2016, concerning joint research for “Comparative Studies of the Reproductive Biology and Early Life History of Two Tuna Species Yellowfin Tuna (“YT”) and Pacific Bluefin Tuna (“PBT”) for the Sustainable Use of These Resources” (“Project”), with the project organized and supported by the Japan International Cooperation Agency (JICA) and the Japan Science and Technology Agency (JST).

WHEREAS,

The Terminal Evaluation Report of the Project included a main recommendation that the Parties renew their collaborative research through the development of a new MOU.

In consideration of the foregoing and the mutual covenants herein contained, and intending to be legally bound, the Parties have agreed to conduct the Collaborative Research as follows:

1. Title of the Project

The Parties agree to jointly conduct the “Comparative Studies of the Reproductive Biology and Early Life History of Two Tuna Species (Yellowfin Tuna and Pacific Bluefin Tuna) for the Sustainable Use of These Resources II”.

2. Scope of the Project

- 2-1. To obtain useful information for stock management of wild populations and aquaculture of YT and PBT through collaborative research on their reproductive biology and early life history
- 2-2. Mutual education and training provided by IATTC Early Life History scientists to Japanese students, as well as graduate education opportunities

Yoshio Shimo

(Paper Ph.D. Program) provided by Kindai University to IATTC scientists and technicians

3. Duration of the Project

The Project commences on the day this MOU is signed. It will automatically renew on an annual basis unless notice of intent to terminate by either party. Any party may terminate this Agreement at any time subject to a three-month prior written notification.

4. Location of the Project

The collaborative research will be conducted at the laboratories of the KU Aquaculture Research Institute in Japan, the IATTC's Achotines Laboratory in the Republic of Panama and the IATTC headquarters in La Jolla, California.

5. Project Participants

- 5-1. KU faculty, postdoctoral researchers, staff and students
- 5-2. IATTC Early Life History scientists and technicians

6. Topics of Research Collaboration

- 6-1. Comparative studies of the reproductive biology of PBT and YT
- 6-2. Comparative studies of the egg, larval, and early-juvenile stages of PBT and YT
- 6-3. Development of recruitment prediction models for the sustainable management of PBT and YT
- 6-4. Development of basic aquaculture technology for YT

7. Education and Training

One component of the collaborative project will be student training and research. The education and training will include the following components:

- 7-1. Support for one Japanese student to receive training at the Achotines Laboratory
- 7-2. Support and supervision of doctoral degree research conducted at the Achotines Laboratory and IATTC headquarters by 1-2 IATTC scientists (Paper Ph.D. degree of KU)

8. Roles and Responsibilities of Kindai University and the IATTC

The policy of the IATTC regarding joint research projects with other organizations is attached as Appendix 1. Kindai University understands that its joint activities with IATTC as described in this MOU will be consistent with this policy.

To achieve the goals of the collaborative project, Kindai University and the IATTC have agreed to the following terms to this cooperative agreement:

- 8-1 The Parties will provide financial support for this joint Project through existing program funds, as well as any external funding secured from agencies with the express purpose of supporting the Project. Each Party will provide funding for its staff to cover travel, food and lodging for research activities conducted at the other Party's research facilities, unless external funding secured from other agencies will specifically support these Project activities.
- 8-2 Kindai University will provide access to Pacific bluefin eggs and larvae and experimental facilities at its Aquaculture Research Institute laboratories in support of joint research conducted by Kindai University faculty and staff and IATTC early life history scientists.
- 8-3 Kindai University will provide one student to receive research training on early life history of tunas at the Achotines Laboratory.
- 8-4 The IATTC will provide access to yellowfin eggs and larvae and experimental facilities in support of joint research conducted by Kindai University faculty and staff and IATTC early life history scientists at the Achotines Laboratory.
- 8-5 The IATTC will provide 1-2 scientists to participate in the Kindai University Paper Ph.D. program. The research topics of the Paper Ph.D. candidate(s) will fit within the priority research interests of the IATTC for yellowfin studies.

9. Protection of Intellectual Property and Confidentiality

The Parties agree to maintain and manage such intellectual property rights ("IPs") generated from the Collaborative Research, as well as joint information ("JI" as defined below) and confidential information ("CI" as defined below) newly acquired jointly by the Parties or disclosed to the other Party respectively after the date of this MOU and during the course of the Collaborative Research on the Project as follows; provided, however, that the CI held by each Party prior to the commencement of the Collaborative Research shall remain the property of the Party disclosing such CI ("**Disclosing Party**"):

- 9-1 The Parties agree to: (i) hold all CI and JI in strict confidence; (ii) not to disclose the CI and the JI to any other than its directors, officers, employees, agents, advisors who have strict need to know for implementing the Collaborative Research and have express obligation to be bound by the term of this Article; and (iii) not to use such CI and JI for any other purpose other than for the furtherance of the Collaborative Research of such Party under this MOU. Under this MOU, CI means information that relates to the Disclosing Party's research, data, development, formulae, aquaculture, samples, feeds, manufacturing, technical, financial, marketing and business activities that is disclosed to or obtained by the other Parties both in any tangible and intangible (orally, visually, sound or smell) forms. Under this MOU, JI means all information of any nature whatsoever both in any tangible and intangible (orally, visually, sound or smell) forms jointly created, acquired or derived in collaboration with the Parties through undertaking the Collaborative Research. The Parties will legally and

beneficially own all JI in equal shares. The Project participants described in Article 5 shall keep the day to day record identifying information disclosed to the other Party or obtained through the Collaborative Research.

- 9-2 Any other provision hereof to the contrary, it is expressly understood and agreed by the Parties that the obligations of confidentiality herein assumed shall not apply to any information which with competent supporting evidence: (i) can be shown by the other Party to have been duly in its possession prior to disclosure to it by the Disclosing Party; (ii) at the time of the disclosure hereunder is, or thereafter becomes, through no fault of the other Party, part of the public domain by publication or otherwise; (iii) is furnished to the other Party by a third party after the time of disclosure hereunder as a matter of right and without restriction on its disclosure; or (iv) is independently developed by directors, officers, employees or agents of the other Party who have not had access to the CI and the JI.
- 9-3 Unless otherwise provided hereunder and the Agreement, the Parties agree to have access to the CI and the JI as well as the results (including know-how, knowledge, information or data) obtained or generated from the Collaborative Research ("Results"). The Parties jointly own the IPs in equal shares obtained in the Collaborative Research under the Project.
- 9-4 No Party will, without the prior written consent of the other Party, apply for any registration of patents, utility models, designs, trademarks, copyrights or other IPs based on the CI and the JI. No Party will, without the prior written consent of the other Parties, transfer, assign, license or otherwise dispose of its interest in the JI or agree to do so.
- 9-5 The Parties agree to maintain the Results of the Collaborative Research as confidential until the point of submission for publication. Any public announcements concerning this MOU or work undertaken in this MOU will have prior mutual approvals by the Chairman, Board of Regents of KU and the Director of IATTC.
- 9-6 The Parties agree that all information developed through the Collaborative Research may be made available to the public by the Parties, subject to the confidential obligations under Article 9-1 and 9-5. If any Party intends to publish any information within the scope of the CI and the JI, the Party shall consult with the other Party regarding the information to be published. Any information published pursuant to this Article shall state that the information is acquired as the result of the joint agreement outlined in this MOU.

10. Amendment to Agreement

This agreement may be amended at any time by mutual written consent of Kindai University and the IATTC and shall continue in force and effect unless terminated by either organization by giving written notice of intent to terminate.

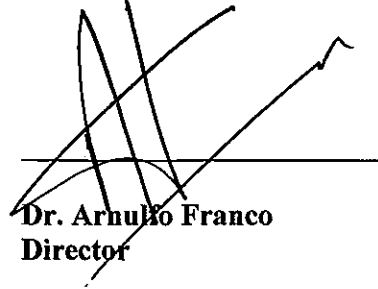
In witness whereof the authorized representatives of Kindai University and the Inter-American Tropical Tuna Commission have executed this Memorandum of Understanding this 30th day of January, 2025.

For: Kindai University



Yoshihiro Shimizu
Executive Board Member

For: IATTC



Dr. Arnulfo Franco
Director

Appendix 1

COMISION INTERAMERICANA DEL ATUN TROPICAL INTER-AMERICAN TROPICAL TUNA COMMISSION

8604 La Jolla Shores Drive, La Jolla CA 92037-1508, USA – www.iattc.org
Tel: (858) 546-7100 – Fax: (858) 546-7133 – Director: Guillermo Compeán

POLICY REGARDING JOINT RESEARCH PROJECTS WITH OTHER ORGANIZATIONS

The following guidelines constitute the policy of the IATTC regarding joint research projects and agreements with other organizations:

1. At the recommendation of the staff and with the approval of the Director, joint research agreements with other organizations may be established.
2. Any joint research agreements established with other organizations shall be limited to research matters within the competence of the IATTC.
3. Prior to the start of any joint research project, the general provisions and schedule for the project will be summarized in a Memorandum of Understanding (MOU) signed by the Director of the IATTC and a representative of the collaborating organization.
4. Collaborating organizations shall be required to provide monetary compensation to the IATTC for joint research conducted at IATTC facilities.
5. An MOU shall include, *inter alia*, the following:
 - a. The responsibilities of IATTC staff members are to work jointly, but not exclusively, with the collaborating organization on the research described in the MOU.
 - b. Since the IATTC is a multinational research organization, all equipment, activities and results of joint research conducted at IATTC facilities will be available to IATTC member countries, and all results of such research may be published and may not be held as confidential.
 - c. The results of joint research conducted at non-IATTC facilities may be treated as confidential, at the discretion of the collaborating organization.
6. Any public announcements concerning any joint research project must be approved in advance by the Director of the IATTC and by the collaborating organization.

John Henry