



Global Fishing Watch

## **MEMORANDUM OF UNDERSTANDING BETWEEN THE IATTC AND Global Fishing Watch, INC.**

The Inter-American Tropical Tuna Commission (IATTC), and Global Fishing Watch, Inc (GFW), 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 GFW was established in 2017 as an independent non-profit organization and is committed to advancing the sustainability of our oceans through increased transparency. By harnessing cutting edge technology, the mapping platform GFW has created provides a powerful tool for ocean governance, empowering anyone to view or download data and investigate global fishing activity in near real-time, at no cost. GFW’s research, data and technology partners are achieving the mission to accelerate innovation and deliver actionable insights to increase transparency in commercial fishing and sustainable management of oceans.

*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. Joint research, development, and evaluation in support of understanding of the dynamics of fishing fleets in the IATTC convention area
  - b. Identification and development of tools that could support assessment and management of marine ecosystems in the IATTC convention area
2. All programs, projects and actions that do not derive from what has already been programmed and approved by the Commission or from the regular implementation of the conservation and management measures adopted by the Commission, 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. The activities undertaken under this MOU will be limited to scientific research.
5. Specific data sharing and confidentiality agreements between the Parties will be developed on a project-by-project basis as needed, respecting the nature of the data in question and the requirements of all Parties.
6. 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 PARTIES**

Each Party will strive to keep the other informed about results and activities related to the proposed area of interest and opportunities to support or participate in same. Each Party may choose to support mutually beneficial projects and to invite the other to conferences and meetings of interest. The Parties share an interest in resulting scientific products, but neither Party is obligated to support any particular activity proposed by the other through this MOU.

### III. TERM

1. This Memorandum shall enter into force on the date of its signature and shall have a duration of 3 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.

#### IV. 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 or the conferral of such privileges and immunities to GFW and staff.

## V. TITLE AND USE OF INTELLECTUAL PROPERTY

1. IATTC and GFW 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. Neither Party may use the name, trademark or logo of the other Party without prior express written permission of the other Party.

## VI. 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.



## VII. 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.

## VIII. COMPLIANCE WITH LAWS

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

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

FOR IATTC	FOR GFW
	
Arnulfo L. Franco	Tony Long
Director of the IATTC	CEO
Date: 06 / 27 / 2024	Date: 06 / 14 / 2024

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(tony@globalfishingwatch.org) from  
marine@globalfishingwatch.org  
IP: 12.252.7.226



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Viewed by Tony Long (tony@globalfishingwatch.org)  
IP: 86.21.113.55



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**06 / 14 / 2024**

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## Document History



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from adam@globalfishingwatch.org  
IP: 68.199.45.65



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Viewed by Arnulfo L. Franco (afranco@iattc.org)  
IP: 107.122.189.62



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Signed by Arnulfo L. Franco (afranco@iattc.org)  
IP: 137.110.162.3



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