

MEMORANDUM OF UNDERSTANDING BETWEEN  
THE  
INTER-AMERICAN TROPICAL TUNA  
COMMISSION (IATTC) AND THE CHARLES  
DARWIN FOUNDATION FOR THE GALAPAGOS  
ISLANDS

The Inter-American Tropical Tuna Commission ("IATTC") and the Charles Darwin Foundation for the Galapagos Islands ("CDF"), hereinafter "the Parties";

**Recalling** that the objective of the Convention for the Strengthening of the Inter-American Tropical Tuna Commission established by the 1949 Convention between the United States of America and the Republic of Costa Rica ("Antigua Convention") is: "*(...) ensure the long-term conservation and sustainable use of fish stocks covered by this Convention, in accordance with the relevant rules of international law.*";

**Considering** the functions of the IATTC, as stipulated in Article VII of the Antigua Convention, as well as the principles and norms established in this Convention.

**Recalling** that the CDF's mission is to address the greatest threats and challenges to Galapagos through scientific research and conservation actions in order to protect one of the world's most important natural treasures.

**Desiring** to promote cooperation and collaboration activities that facilitate the achievement of their respective objectives.

**Have agreed** to sign this Memorandum of Understanding for the purpose of establishing and formalizing the framework for their cooperation and mutual collaboration:

**Article One. Objective**

The objective of this Memorandum of Understanding is to facilitate inter-institutional collaboration between the IATTC and CDF, including the conduct of consultations and the programming and implementation of joint projects of mutual interest to the Parties.

**Article Two. Areas of Cooperation**

1. Collaborative and cooperative activities between the IATTC and the CDF shall include, but shall not be limited to, the following areas:
  - a) Collection, compilation, and processing of fishery data of large pelagic fish with special focus on sharks and rays and their assessments.

- b) Electronic tagging and monitoring of sharks and rays, including post release survival and habitat use studies.
  - c) Best fishing and handling and releasing practices of sharks and rays.
  - d) Participation in meetings and workshops of interests organized by the IATTC and the Charles Darwin Foundation.
  - e) Technical assistance and cooperation in the process of evaluating management strategies (EEO).
  - f) Training programs for captains and crew members.
  - g) Strengthening onboard monitoring of longline and gillnet fleets, through, among others, electronic monitoring systems and,
  - h) Any other research areas agreed upon by the Parties.
2. All programs, projects, and actions that do not derive from what has already been programmed and approved by the IATTC or from the ordinary implementation of the conservation and management measures adopted by the IATTC, must 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 programmes, projects, and actions, as well as any cooperation activities under this Memorandum, shall be subject to the availability of the financial and human resources necessary for their implementation.

### **Article Three. Rights and obligations of the Parties**

- 1. The Parties acknowledge that this Memorandum shall not create legally binding obligations.
- 2. The IATTC shall be exempt from all liability, direct or indirect, legal, or financial, for any activity carried out jointly or independently within the framework of this Memorandum or agreement or fact related to its implementation.
- 3. Nothing in this Memorandum and any document related thereto shall be construed as a waiver of the privileges and immunities enjoyed by the IATTC or of the conferral of such privileges and immunities on FDC and its staff.
- 4. All activities carried out under this Memorandum and the specific agreements developed and adopted under it shall be governed by the rules of confidentiality set forth in the Antigua Convention and the Rules of Procedure, as well as those adopted by the Commission.

#### **Article Four. Validity**

1. This Memorandum shall enter into force on the date of its signature and shall be for a period of three (3) consecutive years and shall be renewed for successive periods of equal duration unless objection by one of the Parties notified in writing to the other at least thirty (30) days prior to the date of termination.
2. This Memorandum may be terminated by mutual agreement of the Parties or by decision of one of them notified in writing to the other, not less than thirty (30) days in advance.

#### **Article Five. Review, modification, and amendments**

By written agreement between the Parties, this Memorandum may be revised, modified, or amended, specifying the effective date of such revisions, modifications, or amendments, or replaced by another.

#### **Article Six. Dispute Resolution**

1. Any dispute concerning the interpretation or application of this Memorandum or of the specific agreements developed and adopted shall be settled amicably through direct consultations or negotiations between the Parties.
2. In the event that a dispute is not resolved through such consultations or negotiations within a reasonable time, it shall be submitted to a mediation process, with a person accredited as such, appointed by mutual agreement between the Parties.

Signed on behalf of the Parties, the 10 July 2024.

By the IATTC



Arnulfo L. Franco  
Director

For the CDF

Rakan Zakawi  
Chief executive officer