



UPWELL



**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
INTER-AMERICAN TROPICAL TUNA
COMMISSION AND UPWELL TURTLES**

The Inter-American Tropical Tuna Commission (IATTC), an international intergovernmental organization, and Upwell Turtles, a US non-profit (DBA Upwell) working internationally, each referred to herein as a “Party” and collectively as the “Parties”,

ACKNOWLEDGING the role of the IATTC as the regional fisheries management organization (RFMO) responsible for the conservation and management of tuna and tuna-like species, associated species and their ecosystems, throughout the eastern Pacific Ocean, from Canada, in the north, to Chile, in the South and Upwell’s mission to protect endangered sea turtles by reducing threats at sea, including fisheries bycatch, ship strikes, pollution, climate change and other detrimental human activities;

CONSIDERING the highly mobile nature of tunas and sea turtles, which move freely between different marine habitats under the national jurisdictions of various governments and within areas beyond national jurisdiction on the high seas;

RECOGNIZING that the foraging, migration, mating and inter-nesting habitats of some sea turtles can coincide with areas where fishing for tuna and tuna-like species occurs, and that sea turtles can act as both indicator and keystone species in complex marine ecosystems;

UNDERSTANDING that vessels fishing for tunas and tuna-like species may also interact with other species belonging to the same ecosystem in such a way that conservation and management measures are also needed to ensure the conservation of these species and ecosystems;

BEARING IN MIND the IATTC’s adoption of binding measures to mitigate the impacts of tuna fisheries on sea turtles and Upwell’s expertise in sea turtle research and conservation (including but not limited to electronic tracking, modeling and development of threat mitigation strategies);

And

AFFIRMING the mutual interest of the IATTC and Upwell in collaborating to achieve common objectives,

Agree to this Memorandum of Understanding, as follows:

I. PURPOSE AND SCOPE

The purpose of this memorandum of understanding is to stimulate and facilitate collaboration between the Parties to advance sea turtle conservation, in particular through prevention, assessment, restoration and mitigation of incidental bycatch of sea turtles by vessels authorized under the Antigua Convention to fish for tunas and tuna-like species in the Eastern Pacific Ocean.

II. AREAS OF COOPERATION

1. The areas of cooperation between the Parties include but are not limited to the following:
 - a) Provision of datasets to facilitate the development/refinement of species distribution models, risk reduction strategies, and other products that serve mutual interest in reducing bycatch, restoring turtle populations and promoting sustainable use of ecosystems;
 - b) Exploration, development, dissemination, and implementation of risk-management tools to relevant stakeholders in commercial and artisanal fisheries;
 - c) Exchange of information regarding management strategies for sea turtle conservation, including efforts to reduce sea turtle mortality and population restorations (e.g., through reduction of incidental capture, best handling and releasing practices for sea turtles, restoration strategies in captivity);
 - d) Awareness and training for fishers operating in areas where sea turtles are routinely encountered;
 - e) Participation in relevant meetings to the extent possible and facilitation of communications with stakeholders;
 - f) Production of jointly authored technical reports and peer-reviewed publications; and
 - g) Additional areas of cooperation, as needs arise.

2. All programs, projects and actions that do not derive from what has already been programmed and approved by the Commission or from the ordinary 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.

III. TERMS OF MEMORANDUM

1. Nothing in this MOU and any related document shall be construed as a waiver of the privileges and immunities enjoyed by the IATTC or the conferral of such privileges and immunities on Upwell Turtles and its staff.
2. The Parties understand that this MOU does not create legally binding obligations.
3. All public statements and publications by any Party regarding activities undertaken jointly under this MOU shall expressly acknowledge this MOU and must be agreed by the Parties in writing. However, each Party shall be allowed to publish its own scientific results subject to the duty of confidentiality or intellectual property rights belonging to the other Party.
4. All information and data provided by the IATTC shall be subject to the confidentiality provisions in the Antigua Convention and the confidentiality rules adopted by the Commission.
5. Any dispute relating to the interpretation or application of this Memorandum, shall be resolved amicably through direct consultations between the Parties.
6. This Memorandum is open to review, modification or amendment by mutual consent of the Parties. Modifications and amendments shall be completed in writing with an updated effective date consistent with the signature of the modified version or amendment by both Parties. The Memorandum may be terminated at any time by either Party with thirty (30) days' prior written notice.

IV. DURATION AND ENTRY INTO FORCE

1. This MOU shall enter into force as of the date it is executed by the final signatory Party.

2. This MOU will remain in effect for successive periods of 4 years and will be renewed automatically, unless the Parties decide otherwise.

The undersigned, by their signatures below, affirm their acceptance of this Memorandum of Understanding.

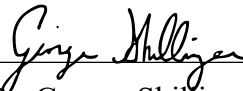
IATTC



Dr. Arnulfo L. Franco, Director

09 / 21 / 2023
Date

Upwell Turtles (Upwell)



Dr. George Shillinger, Executive Director

09 / 25 / 2023
Date