

**MEMORANDUM OF UNDERSTANDING
FOR THE US PACIFIC OCEAN TROPICAL TUNA PURSE SEINE
FISHERY IMPROVEMENT PROJECT**

This Memorandum of Understanding (this "MOU") is made between World Wildlife Fund, Inc., a nonprofit corporation organized under the laws of the State of Delaware, with its headquarters at 1250 24th St., N.W., Washington, DC, USA ("WWF-US"), and the following entity ("US Pacific Tuna Group"):

WWF-US and the "US Pacific Tuna Group" are each a "Party," and are collectively the "Parties." Additional Parties may be added if a majority of the then-participating Parties agree to the addition, upon the new Party's written agreement to be bound by this MOU.

- 1) **Purpose.** The purpose of this MOU is to define the scope of a collaboration between the Parties to conserve the Earth's natural resources by implementing a fishery improvement project (the "FIP"). The Parties agree that the project is up to a five-year endeavor that aims to enable the fishery in the High Seas of the Eastern Pacific Ocean and the High Seas and coastal waters of the Western and Central Pacific Ocean ("the Fishery") to enter a full assessment by a credible, science-based, multi-stakeholder certification program. The only such program that currently meets the minimum criteria of WWF for wild caught seafood is the Marine Stewardship Council ("MSC").

This FIP joins the existing global FIP alliance for sustainable tuna as an entity of responsible tuna vessel owners engaged in cooperatively implementing FIPs in partnership with WWF. Tuna purse seine FIPs are working together to ensure four objectives are prioritized in action plans to advocate for the sustainable management of tuna fisheries at regional fisheries management organizations (RFMOs). The priority objectives include: precautionary harvest strategies including reference points and harvest control rules, Fish Aggregating Device (FAD) management, effective and fair enforcement, and observer safety and security.

2) **The Project.**

- a. The project consists of implementing improvements based on a MSC pre-assessment and as outlined in the Action Plan that will be developed and finalized as part of the process outlined below (the "Action Plan"). The scope of the FIP shall be that summarized in Appendix 1.
- b. The Parties agree to develop and implement the FIP according to the process described in Appendix 2.
- c. Once the Action Plan is completed, each Party agrees to play a role in implementing the FIP as outlined in the Action Plan. The Action Plan, which will be completed after the signing of this MOU, may be amended when desired by written agreement by all the Parties.
- d. In carrying out their responsibilities under the Action Plan, each Party may collaborate with consultants and fishery stakeholders as needed. The FIP Coordinator shall coordinate and manage the implementation of the FIP in collaboration with each Party to the MOU. The Parties agree to attend meetings as needed to ensure that the FIP is progressing in a timely and effective manner, and to ensure that deliverables are helping the fishery move towards achieving the MSC standard.

- 3) **Term.** This MOU is effective for five years, beginning on June 1, 2018 and ending on June 1, 2023. WWF-US may terminate this MOU upon thirty days' written notice to the FIP Party. Any Party may withdraw from this MOU upon giving the other Party not less than thirty days' written notice.

4) Roles and Responsibilities.

a. The US Pacific Tuna Group shall:

- i. Establish a FIP in accordance with the MSC/WWF FIP guidelines and policies.
- ii. Assign a FIP Coordinator to manage the project and ensure the smooth delivery of the FIP.
- iii. Within the timeframe specified in the Action Plan, take a leadership role in organizing and implementing activities and roles assigned to members of US Pacific Tuna Group in the Action Plan, and any activity assigned specifically to it should the Action Plan be amended.
- iv. Cooperate in good faith with the other Parties' efforts and activities under this MOU, including but not limited to providing such documents, information, and materials as they may reasonably request to further the purposes of this MOU.
- v. Advise WWF-US immediately and provide information in the case of US Pacific Tuna Group has any member company allegedly committing Illegal, Unregulated or Unreported or other clearly specified controversial activities.
- vi. Provide financial support for both process costs (e.g. costs associated with the pre-assessment, developing the scoping document, holding stakeholder meetings, developing the Action Plan), as well as implementation costs (e.g. annual independent reviews, costs for the fishery to actually make changes).

b. WWF-US shall:

- i. Support the FIP with input that furthers its charitable mission of environmental conservation.
- ii. Offer different support and various activities for the FIP during the stages of the process towards certification.
- iii. Assist the implementation of the FIP in collaboration with the Parties to the MOU, to ensure that the FIP is progressing in a timely and effective manner and that deliverables are helping the fishery progress to gaining MSC certification.
- iv. Within the timeframe specified in the Action Plan, WWF-US shall implement activities and roles assigned to "WWF" in the Action Plan, and any activity assigned specifically to it should the Action Plan be amended.
- v. Cooperate in good faith with the other Parties' efforts and activities under this MOU, including but not limited to providing such documents, information, and materials as WWF-US determines may further the purposes of this MOU and WWF-US's mission of environmental conservation.

5) Agreed-upon Principles. The Parties agree to the following principles in carrying out their respective roles under this MOU:

- a. A FIP is defined as a multi-stakeholder effort to improve a fishery.
- b. FIPs are unique because they utilize the power of the private sector to incentivize positive changes in the fishery towards sustainability.
- c. Contributing members of the FIP may vary depending on the nature of the fishery and the FIP, and may include stakeholders such as producers, NGOs, fishery managers, government, and members of the fishery's supply chain.
- d. The ultimate goal of a FIP is to enable the fishery to enter a full assessment by a credible, science-based, multi-stakeholder certification program.
- e. This FIP is developed to support the fishery to meet that standard of the Marine Stewardship Council.
- f. A FIP must include:

- i. A FIP must draw upon market forces, which might include suppliers, retailers, food service, fishing industry etc., to motivate fishery improvements;
 - ii. An Action Plan with an associated budget
 - iii. Willingness from FIP participants to make improvements (e.g., a signed MOU, email correspondence stating a commitment, etc.);
 - iv. Willingness from contributing FIP members to make the investments required to make improvements as outlined in the Action Plan and budget; and
 - v. The fisheryprogress.org system for tracking progress
 - vi. US Pacific Tuna Group publicly advocates jointly and consistently with WWF to appropriate companies and respective member states of the Western and Central Pacific Fisheries Commission (WCPFC) and the InterAmerican Tropical Tuna Commission (IATTC) on conservation issues related to meeting the MSC standard and as specifically related to the priorities of harvest strategies, FAD management, effective and equitable enforcement and observer safety and security.
- g. In order to gain public recognition for moving towards sustainability, a FIP must also:
- i. Aim to improve a fishery so it will meet or exceed the MSC standard;
 - ii. Have a completed an MSC pre-assessment or scoping document (see description in Appendix 2) with input or review by a third party familiar with the MSC Certification Requirements;
 - iii. Have an Action Plan specifically designed to address shortfalls in the Fishery to achieve a level of sustainability consistent with the MSC standard;
 - iv. Use the fisheryprogress.org system for tracking progress against MSC standard at the indicator level; and
 - v. Encourage active participation by supply chain companies, such as local processors and exporters.

6) Communications and Trademarks.

- a. The Parties anticipate only limited communications about the activities described in this MOU, after demonstrated, measurable progress toward substantive, agreed goals. They agree that these communications shall be driven by and focused on the MOU's conservation objectives, and shall not in any manner suggest or imply an endorsement by WWF-US of the US Pacific Tuna Group or its products, services, operations, or practices. The Parties understand and agree that this collaboration, and by extension public communications by the Parties about it (if any), has as its objectives the reduction of the impacts of the Fishery on the environment and the conduct of conservation activities that further WWF-US's charitable mission. Communications will not include product or brand marketing, communications on product or packaging, or other consumer-facing promotions.
- b. Except for official FIP documents released by WWF-US, each Party shall afford the other a prior right to review, edit, and approve or reject any materials or communications concerning the activities described in this MOU and the relationship between the Parties. Each Party shall afford the others a reasonable time, which in the case of planned US Pacific Tuna Group press releases and the like shall be at least ten business days, to exercise this right of review, edit, and approval, which must be in writing. Except in accordance with process provided here, the Parties will not refer to their relationship or to this MOU in public communications or similar materials.
- c. Nothing in this MOU shall grant any Party or any third party any ownership, license, or authorization to use, or interest in or to, any Party's trademarks or other intellectual property.
- d. Notwithstanding the above requirements regarding review and approval of materials and communications, the US Pacific Tuna Group recognize and agree that it is WWF-US policy that no corporate relationship shall in any way deter WWF-US's good faith public commentary on or efforts to in any way seek alteration of company policies or actions that WWF-US deems contrary to its conservation mission.

7) No Detrimental Activity. Each Party represents and warrants to the other Parties that it knows of no activities or other matters not yet a matter of public information that should preclude an association under this MOU or prove detrimental the other Parties' interests. In addition, if in the future, US Pacific Tuna Group becomes aware of any activity or matter that may become detrimental to the interests of the other Parties, that Party shall promptly notify them of the relevant facts and circumstances.

8) Miscellaneous Provisions.

- a. This is a non-exclusive agreement between the Parties and preserves the right of each to work independently or with others.
- b. This MOU contains the entire agreement of the Parties regarding its subject matter. Any amendment to this MOU shall be effective only if agreed in writing and signed by all the then-participating Parties to MOU.
- c. No Party may assign, directly or indirectly, all or part of its rights or obligations under this MOU without the prior written consent of all the other Parties.
- d. Nothing in this MOU shall create an employment or agency relationship; no Party shall make any commitments or take any positions on behalf of another without that Party's specific, written consent.
- e. This MOU shall be interpreted under the laws of the District of Columbia, USA, without regard to its conflict of laws rules. Any action brought to enforce or interpret this MOU, or arising out of the activities described in this MOU, shall be brought in a court of appropriate jurisdiction in the District of Columbia.
- f. This MOU may be executed in one or more counterparts, each of which, when so executed and delivered, shall be deemed to be an original and all of which, taken together, shall constitute one and the same agreement. Facsimile signatures and .pdf signatures transmitted by email shall be deemed to have the same full force and effect as original signatures.

Agreed on behalf of :

WORLD WILDLIFE FUND, INC.

DocuSigned by:
 By: William W. Fox, Jr. 6/13/2018
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 William W. Fox Jr.
 Vice President for Tuna Conservation

The US Pacific Tuna Group 6/1/2018

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 M & F Fishing Inc. - M/V Koorale 2C43DA7BE0A344C...

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 By: Stuart Chikami
 Western Pacific Fisheries Inc. - M/V Western Pacific D37BD17EA0754F0...

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 DeSilva Sea Encounter Corp. - M/V Sea Encounter D020218DF30E4AC...

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C & F Fishing Ltd. - M/V Jeanette

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Friesland Fishing Company LLC - M/V Friesland

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Jim Sousa
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JM Fisheries LLC - M/V Capt. Vincent Gann

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Tradition Mariner LLC - M/V Evelina Da Rosa; M/V American Triumph; M/V American Eagle; M/V American Victory

Appendix 1: Scope of the FIP:

SUMMARY INFORMATION	
Target species	Tropical tunas (bigeye, skipjack and yellowfin)
Fishing Methods	Purse seine fishing (combined FAD associated and FAD free sets)
Fishing area	High Seas of the Eastern Pacific Ocean and the High Seas and coastal waters of the Western and Central Pacific Ocean

Appendix 2: Process for the FIP's development and implementation:

STEP ONE – Scoping

During the scoping phase, the fishery's performance is reviewed against the MSC standard and any other potential areas of concern in the fishery that have been identified. As a minimum, the scoping phase should include:

- **An 'MSC pre-assessment'**: to define the units of certification(s) included in the FIP, and to determine where the fishery falls short of the MSC standard. This assessment must be completed or audited by a third-party familiar with the Certification Requirements of the MSC.
- **A scoping document**: a synthesis of the above-mentioned assessment and the critical potential strategies the fishery could implement to increase its sustainability.
- **Additional elements required to be completed during the scoping stage:**
 - Preparation of a document outlining the expected process for the FIP development and implementation, including a description of the roles and responsibilities of key players.
 - A stakeholder mapping and engagement process: use the stakeholder map to identify which parties make most sense to bring into the process. Consider who the critical parties are who will play an essential role in making improvements in the fishery (e.g. government representatives, industry, non-governmental organisations, the scientific community).
 - Communication and engagement strategy: following the stakeholder mapping exercise, the FIP participants and WWF should create an engagement plan for stakeholders and other interested parties. Among other things, this plan may cover: plan of the FIP stakeholder meetings; form and frequency of stakeholder updates; WWF partner engagement; external communications, e.g. press releases; and communication channels for clarity and consistency.
 - Supply chain analysis for traceability systems: It is important to include the development of a traceability system as part of the Action Plan. The system should be developed in alignment with the MSC Chain of Custody certification standard for seafood traceability (www.msc.org/about-us/standards/standards/chain-of-custody).

STEP TWO – Action Plan development and finalization

An Action Plan will be developed that lists the activities that will help the fishery address the key areas for improvement. This should be based on the scoping document and other additional considerations as required.

Step two includes:

- **Agree on project structure and governance**: Establishing structures, ways of working and stakeholder responsibilities.
- **Appointment of a FIP Coordinator**: The [FIP ENTITY] shall appoint a FIP Coordinator based on consensus.
- **Identifying and forming the stakeholder group**: This group can comprise of experts from a variety of different organisations whose role is to advise and input into the implementation of the FIP and support delivery of the Action Plan. Stakeholder comments can and should be solicited for the Action Plan and suggested activities. The [FIP ENTITY] should volunteer suggestions for stakeholders to include a diverse group of experts.
- **Develop budget and seek funding for budget**: in which costs and funding opportunities are identified as appropriate. There are generally two sets of costs: (1) process costs (e.g. costs associated with

developing the scoping document, holding stakeholder meetings, developing the Action Plan), and (2) implementation costs (e.g. costs for the fishery to actually make changes).

STEP THREE – Implementation and Tracking Progress

The implementation phase includes:

- **Implementing the Action Plan.**
- **Tracking and reporting on progress:** Progress should be reported publically every twelve months according to the objectives and timeline outlined in the Action Plan. The tracking method used by fisheryprogress.org, which is supported by MSC, will be used to communicate on the FIP.
- Additional reporting may occur if significant milestones are met in the interim.
- **Tracking of implementation is a work in progress:** Ensure the FIP adheres to the definition above, is consistent with the milestones laid out in the Action Plan, and that the work is as transparent as possible between the parties. Progress should be tracked using the MSC BMT so that the Parties can credibly and publicly report:
 - The actions taken by the FIP;
 - The impact of actions, in terms of changes in fisheries policy, management or fishing practices, and
 - Direct outcomes for stocks and ecosystems.