

**MEMORANDUM OF UNDERSTANDING BETWEEN STANFORD UNIVERSITY –
UNITED STATES OF AMERICA AND THE COSTA RICAN INSTITUTE
OF FISHERIES AND AQUACULTURE**

Among us, **STANFORD UNIVERSITY**, hereinafter known as **STANFORD**, with legal certificate four-zero zero zero-zero forty-two thousand one hundred and fifty, represented for this act by Ms. **BARBARA BLOCK**, Prothro Professor of Marine Science, Hopkins Marine Station, 120 Oceanview Blvd, Pacific Grove, CA. 93950, United States, and Mr. **DANIEL CARRASCO-SÁNCHEZ**, of legal age, married, Lawyer, bearer of identity card number one one zero one one four zero three two zero, neighbor of San Ramón, Alajuela, Costa Rica, in his capacity as Executive President of the **COSTA RICAN INSTITUTE OF FISHERIES AND AQUACULTURE** hereinafter – **INCOPECA**- legal entity card number four - zero zero zero - one five three zero zero four, in accordance with the law seven thousand three hundred and eighty-four of the sixteenth of March of one thousand nine hundred and ninety-four, published in the Official Gazette La Gaceta sixty-two of the twenty-ninth of March of the same year, which establishes in its fourth chapter article twenty subsection ch, that the Executive President shall have the judicial and extrajudicial legal representation, with powers of Attorney General without limit of sum in accordance with article one thousand two hundred and fifty-three of the Civil Code and the one that for special cases expressly grants the Board of Directors of the Institute, who hereinafter will be called "**INCOPECA**", we agree to enter into the following agreement:

CONSIDERATIONS

FIRST: That in accordance with the provisions of the Law on the Creation of INCOPECA, No. 7384, and the Law on Fisheries and Aquaculture, No. 8436, INCOPECA as the executing authority of that Law, so it is entrusted, among other powers, with the promotion and development of fishing, marine hunting, aquaculture, and research, as well as the promotion of the conservation, benefiting and sustainable use of the biological resources of the sea and aquaculture. Accordingly, the Institute is empowered to implement fisheries policies, regulate, and manage marine resources.

SECOND: That INCOPECA has the power to coordinate its activities and actions, with natural persons, national, public, or private legal entities, whose combined effort tends to promote the rational use of the marine-fishing resource, seeking the conservation of species, in order to achieve the highest economic-social benefit of the fishing and aquaculture sector, in harmony with the environment.

THIRD: That the FAO Code of Conduct for Responsible Fisheries, ratified by Costa Rica through Executive Decree No. 27919-MAG, promotes the development and implementation of national policies aimed at the conservation of fishery resources and the management and development of fisheries in a responsible manner.

FOURTH: That Article 3° of Law No. 7384 empowers INCOPECA to coordinate activities with organizations of any kind, whose combined effort tends to promote the use of fisheries, the stabilization of prices and the conservation of species, to achieve the highest social benefit.

FIFTH: That it is in the interest of the Government of the Republic to create adequate conditions for the sector directly or indirectly related to the extraction of fishery resources, to collaborate with the execution of cooperation programs that seek greater benefits for the fisherman and that allow the fishing sector to be adequately informed about applicable standards that promote the development of fishing activity in a sustainable manner.

SIXTH: That STANFORD is an institution of Higher Education, which enjoys full autonomy in matters of government, administration and organization and seeks to propose solutions to fundamental social problems through research, extension, and training of professionals aware of the needs of the population.

SEVENTH: That the research efforts under this Memorandum of Understanding support STANFORD's ongoing research efforts by placing more than 1,000 satellite tracking tags in U.S. and Mexican waters with the goal of better understanding the distribution of tuna and billfish in the eastern Pacific Ocean. In Costa Rica, using this technology, it could be better understood how these fish use the most tropical environments.

EIGHTH: That STANFORD wishes to use the requested data from the Vessel Monitoring System to build an information matrix that overlays fish distributions with fisheries to better map the interactions of tuna, billfish, and fishermen to improve our understanding of the overlap.

NINTH: That both institutions share an interest in advancing scientific knowledge on the behavior of highly migratory and straddling populations, the use of oceanic habitats by these species, and the interaction they have with fishing activities.

TENTH: That both institutions share an interest in the conservation and sustainable use of ocean resources based on the best available scientific knowledge and the development of scientific research to ensure the well-being of marine biodiversity, as well as the quality of life of people in the long-term.

THEREFORE, WE AGREE:

Enter into this Memorandum of Understanding between Stanford University and the Costa Rican Institute of Fisheries and Aquaculture, which will be governed by the following clauses:

FIRST CLAUSE: OBJECTIVES.

Join forces to promote joint actions on issues of mutual interest to each of the parties, in the areas of research, technical assistance and training.

SECOND CLAUSE: AREAS OF COOPERATION.

The PARTIES shall make joint efforts to develop scientific cooperation actions working in the following areas of cooperation:

- Jointly develop a scientific research project in the field of the movement ecology and behavior of highly migratory and straddling fish species, in particular on the use of ecosystem and ocean habitats, the effect of oceanographic conditions, the genetic structure of populations, and the interaction of these species with fishing activities.
- Jointly develop training activities on the ecology and conservation of highly migratory and straddling species, as well as on research techniques for the study of these species and the production of scientific knowledge necessary for the management and conservation of marine biodiversity and sustainable fisheries. Likewise, training will be provided in research techniques for the study of these species, such as the use of tags, the management and analysis of the information they generate, and training in the management and conservation of marine biodiversity and sustainable fishing through the use of high-impact and state-of-the-art tools that facilitate sustainable fisheries management.
- Promote the incorporation and collaboration with Costa Rican scientists in the development of research that is promoted within the framework of this

agreement, with the purpose of improving Costa Rican scientific capacity, promoting inclusion and transparency in the generation of scientific knowledge, and generating databases and information that can be used by researchers to advance scientific production and the conservation of ocean resources.

- Develop a pilot project that serves to initiate scientific collaboration and that seeks to determine the behavior of tuna and tuna-like species in the use of oceanic habitats and ecosystems, the overlap or interaction with the fishing operations of national and foreign fishing fleets that fish in jurisdictional waters of Costa Rica that includes the Pacific Ocean and the Caribbean Sea and the effect on oceanographic variables and general trends of climate change on the behavior of species and fishing fleets.
- To facilitate the transfer of data from the Vessel Monitoring System strictly for the exclusive purpose of scientific collaboration, research and promotion of sustainable fisheries, the data generated by the Satellite Platform over Costa Rica for the INCOPECA Satellite Monitoring Center will be directly shared with Stanford. The information provided by INCOPECA to Stanford University regarding the VMS data of the national fishing fleet will not be real-time data, but will have a delay of 30 to 60 days and Stanford must respect the confidentiality of the information given as determined by the Fisheries and Aquaculture Management Directorate of INCOPECA.

THIRD CLAUSE: PILOT PROJECT.

General objective:

The general objective of this project will be to jointly develop a scientific research project in the area of behavior of highly migratory and straddling fish species, in particular on the use of the ecosystem and oceanic habitats, the effect of oceanographic conditions, the genetic structure of the populations and the interaction that these species have with fishing activities. The content of the scope must be approved by Incopecsa's fisheries and aquaculture management department.

Specific objectives:

1. Determine the behavior of tuna and tuna-like species in the use of oceanic habitats and ecosystems, the overlap or interaction with the fishing operations of national and foreign fishing fleets that operate in jurisdictional waters of Costa Rica, which includes the Pacific Ocean and the Caribbean Sea.
2. Investigate the effect of oceanographic variables and general climate change trends on the behavior of species and fishing fleets.
3. Carry out a training program on the following:
 - a. Ecology and conservation of highly migratory and straddling species.
 - b. Research techniques for the study of these species and the production of scientific knowledge necessary for the management and conservation of marine biodiversity and sustainable fishing.
 - c. Research techniques for the study of these species such as the use of tags, management and analysis of the information they generate.
 - d. Management and conservation of marine biodiversity and sustainable fishing through the use of high-impact and state-of-the-art tools that facilitate sustainable fishing management.
4. Promote the incorporation and collaboration with Costa Rican scientists in the development of research promoted within the framework of this Memorandum, with the purpose of improving Costa Rican scientific capacity.
5. Promote inclusion and transparency in the generation of scientific knowledge.
6. Generate databases and information that can be used by researchers to advance scientific production, management, and conservation of the resources of the Pacific Ocean and Caribbean Sea.

FOURTH CLAUSE: FORM OF EXECUTION.

In the execution of this Memorandum of Understanding, by agreement between the Parties, Costa Rican scientists who can collaborate, research centers and academia, among others, may be invited to participate. For purposes of implementation, the Parties will meet within a maximum period of 45 days after the signing of this instrument, in order to prepare a Work Plan in which the activities, sources of financing or budget allocation of resources will be identified which will be used in the respective activities.

FIFTH CLAUSE: COORDINATION FOR EXECUTION.

The general coordination of this Memorandum of Understanding by STANFORD will be in charge of Dr. Barbara Block, Prothro Professor of Marine Sciences at the Hopkins Marine Station of Stanford University, as appropriate, and the coordination of the Costa Rican Institute of Fisheries and Aquaculture will be in charge of the Director of Fisheries and Aquaculture Management or the Head of the Research Department, as appropriate, which will be formed into a commission for the purposes of implementing this Memorandum.

This Coordination Team will ensure the adequate execution of the clauses of this instrument. Likewise, it will resolve in the first instance the divergences that arise in its execution.

SIXTH CLAUSE: SOLUTION OF DIVERGENCES.

This Memorandum of Understanding is based on the good faith of the parties wishing to cooperate in the interest of cooperation between the parties in the field of fisheries research and development.

In the event of any dispute arising from the interpretation or implementation of this instrument, the parties agree that they will attempt to resolve it through informal

discussions between their respective Coordinators of Activities established in this Memorandum.

The parties shall resolve any dispute or disagreement that may arise from the interpretation or application of this Memorandum through mutual understanding resulting from the corresponding negotiations.

SEVENTH CLAUSE: INTELLECTUAL PROPERTY.

Any Intellectual Property developed jointly by the Parties during the actions undertaken under this Agreement shall be the joint property of the Parties.

All uses of copyrighted works referenced as a result of this Memorandum of Understanding must maintain appropriate copyright notices and provide proper citation and attribution. The co-authorship of the publications reproduced in collaboration will be decided in accordance with the scientific standards required by the aforementioned publications.

In carrying out this Memorandum of Understanding, confidentiality standards will be used to maintain a rule of anonymity of information when it refers to data that comes from fishing activities of individual vessels, to avoid affecting the private rights of third parties. The determination of the information that is considered confidential will be made jointly between the legal representatives of INCOPESCA and STANFORD who sign this Memorandum of Understanding.

Likewise, the confidentiality of this information must be maintained while an investigation is being carried out within the Memorandum of Understanding. Any of the Parties is authorized to establish the corresponding legal actions, against those who fail to comply with the reservation of information indicated above.

EIGHT CLAUSE: USE OF THE NAME, LOGO, TRADEMARK AND OTHER DISTINCTIVE SIGNS IN JOINT INVESTIGATIONS.

a) Credits: The Parties agree to grant the respective credits in those cases in which, because of the collaboration and cooperation derived from this Memorandum, scientific or technical or any other type of information may be disclosed or published, after written communication to the counterpart.

b) Publication and distribution: The Parties may publish or distribute documents and/or information generated within the framework of this Memorandum, after written communication to the counterpart.

c) Names and Logos: The official names and logos of the Parties may only be used for the purposes of the scope of this Memorandum, with prior written communication to the counterpart.

NINTH CLAUSE: LABOR EXCLUSION.

"THE PARTIES" agree that the personnel participating in each of them for the realization of the subject matter of the Memorandum, will be understood to be related to the employer. Therefore, it will assume its responsibility for this concept and in no case will they be considered as solidarity patrons or substitute employers.

If in the performance of any activity derived from this Memorandum intervenes personnel who provide their services to other institutions or persons other than **"THE PARTIES"**, it will always continue under the direction and dependence of said institution, so that its intervention will not originate employment relationship of any nature with the signatory parties.

Nothing in this Memorandum shall be construed to create a relationship between the Agency, Partnership or Joint Venture Parties or to hold either Party liable for any debt or obligation incurred by the other Party. Neither Party is authorized to assume or create

any obligation of any kind or to make any representation or warranty, whether express or implied, on behalf of the other Party or to bind the other Party in any respect.

TENTH CLAUSE: CIVIL LIABILITY.

"THE PARTIES" will be exempt from any civil liability for the damages that may arise in case of total or partial breach of this Memorandum, due to fortuitous event or force majeure, understood by this to any event, present or future, whether phenomenon of nature or not, that is outside the domain of the will, that cannot be foreseen or that even if foreseen cannot be avoided, including the strike and the stoppage of academic or administrative work.

In such cases **"THE PARTIES"** will review by common agreement the progress of the work to establish the bases of its termination, always seeking to safeguard the interests of **THE PARTIES** and, where appropriate, to celebrate the respective instrument.

ELEVENTH CLAUSE: AMOUNT.

The amount of this instrument is inestimable due to its nature.

TWELFTH CLAUSE: COMMUNICATIONS AND NOTIFICATIONS.

Any notification, request, report, or other communication submitted by any of the Parties under this instrument shall be made in writing to the following legal address:

INCOPESCA: Executive President of INCOPESCA, Headquarters Office, located in the El Cocal neighborhood of Puntarenas, diagonal to the National Learning Institute (INA); to the phone numbers and email addresses: Executive Presidency 2630 0696, presidenciaejecutiva@incopesca.go.cr, and International Cooperation Office 2630 0792, jcenteno@incopesca.go.cr

STANFORD: Dr. Barbara Block, Prothro Professor of Marine Science, Hopkins Marine Station, 120 Oceanview Blvd, Pacific Grove, CA. 93950-831-655-6236, bblock@stanford.edu

THIRTEENTH CLAUSE: NON-COMPLIANCE.

In case of non-compliance, the affected party will warn the other of its obligations and responsibilities, granting a period of one month to correct what corresponds, otherwise, the divergence will be submitted to the Commission established in the fifth clause for its resolution.

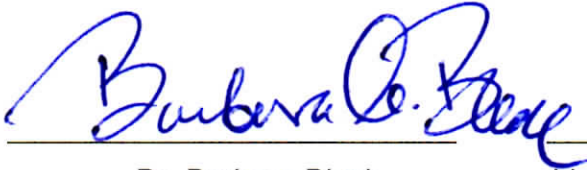
FOURTEENTH CLAUSE: VALIDITY.

This Agreement is valid for five years from its signature and may be automatically extended for an additional period of the same time, if neither party notifies the other in writing of its decision to terminate or modify it - at least three months before expiration.

In the event that this agreement is modified, as well as in the event of termination of the agreement due to expiration of the term, the projects and activities that are being executed may continue until their normal completion, if the parties by mutual agreement in writing do not provide otherwise.

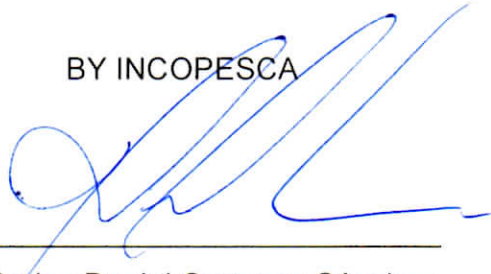
In faith of the foregoing, which is to our full satisfaction, the PARTIES' representatives sign digitally, with the same tenor and effect, on the 01 day of the month of March of the year two thousand and twenty-two.

BY STANFORD



Dr. Barbara Block
Stanford University Representative
Estados Unidos de América

BY INCOPESCA



Lic. Carlos Daniel Carrasco Sánchez
Executive President
INCOPESCA

BY MAG



Ing. Marlon Antonio Monge Castro
Vice Minister
Ministry of Agriculture and Livestock
Honorable Witness