



## MEMORANDUM OF UNDERSTANDING ON COOPERATION BETWEEN TUNACONS AND OPAGAC FISHERY IMPROVEMENT PROJECTS IN THE AREA OF COMPETENCE OF THE INTER-AMERICAN TROPICAL TUNA COMMISSION

### I. PURPOSE

This Memorandum of Understanding ("MOU") provides a framework for cooperation between the Fishery Improvement Projects (FIP) that OPAGAC-AGAC (FIP-OPAGAC) and TUNACONS are implementing in the Area of Competence of the Inter-American Tropical Tuna Commission (IATTC) to facilitate exchange of information and the development of specific arrangements for cooperation in projects of mutual interest between OPAGAC-AGAC and TUNACONS. The goal is to enhance collaboration between the FIP to assist the identification of priorities and coordination of activities of mutual interest, in order to advance the sustainability agenda in the IATTC Region.

### II. BACKGROUND

Constituted in 1982, the Producers' Organisation of Large Tuna Fishing Freezer Vessels (OPAGAC<sup>1</sup>) represents the interests of 9 fishing companies. Its fleet is made up of 48 tuna seiners, which target tropical tunas worldwide, with recent catches representing up to 380,000 tonnes per year or 8% of the global catches of tropical tunas. The OPAGAC fleet operates within the areas of competence of four tuna-Regional Fisheries Management Organisations (RFMO), ICCAT, IOTC, IATTC and WCPFC, in full respect of Regional, Flag State and Coastal State management measures and requirements. In the Eastern Pacific Ocean OPAGAC represents the interests of companies based in Ecuador, El Salvador, Panama and Spain, twelve purse seiners, and catches of tropical tunas making 9% of the total catches in the IATTC Area. The environmental and socio-economic sustainability and the transparency principle form the basis for OPAGAC activity.

The OPAGAC FIP was initiated in September 2016, following the signature of an MOU with the World Wide Fund for Nature (WWF), who is a partner to the FIP. The objective of the FIP is to advance OPAGAC's sustainability Agenda for the OPAGAC Fishery to be able to enter certification with the Marine Stewardship Council no later than the end of the year 2010. OPAGAC's FIP is the most comprehensive in the world for a tropical tuna fishery since it covers the three tropical tuna species of the purse seine fishery - skipjack (SKJ), yellowfin (YFT) and bigeye (BET), in all oceans. Following a very successful first year, in which the OPAGAC FIP reported progress over the expected targets on all four ORP (IATTC, WCPFC, IOTC and ICCAT), the FIP is now gearing towards the end of its second year. Fishery Progress awarded the highest rating to the OPAGAC FIP (A: Advanced Progress) based on the results of the independent evaluation carried out at the end of year one<sup>2</sup>.

TUNACONS is a private initiative based in Guayaquil, created in January 2017 through Memorandum of Understanding between the Tuna Fishing Companies NIRSA, EUROFISH, JADRAN, TRIMARINE, and the SERVIGRUP Consortium with their companies FOLITOP, ANILISA, LUMITOP, MAGRISACORP, DELFITEC and INFRIPECA SA, associated with the objective of developing a Fishery Improvement Project (FIP) for its tuna purse seine fleet to achieve the certification of the Marine Stewardship Council (MSC).

The operation of the fleets of the Ecuadorian fishing companies is carried out under the regulations established by the laws of Ecuador, as well as the Regional Fisheries Organization that rules the Eastern Pacific Ocean, the Inter-American Tropical Tuna Commission (CIAT).

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<sup>1</sup> [www.opagac.org](http://www.opagac.org)

<sup>2</sup> <https://fisheryprogress.org/fip-profile/eastern-pacific-ocean-tropical-tuna-purse-seine-opagac>

### III. SCOPE

OPAGAC and TUNACONS share a common interest in advancing the sustainability agenda for their fisheries to meet the objectives of their FIP, through the implementation of joint-actions to address the shortcomings identified for their fisheries on the three principles of their FIPs:

- 1 Regional management: through actions intended to assist the IATTC in the adoption of explicit Harvest Control Rules for the stocks of yellowfin tuna, skipjack tuna, and bigeye tuna, by 2020, at the latest.
- 2 Bycatch and ecosystem: through the implementation of joint-research programs or initiatives to assist in the evaluation of habitat and bycatch impacts by the fishery and/or implementation of procedures to mitigate or eliminate those impacts, in particular impacts from Fish Aggregating Devices (FAD).
- 3 Compliance monitoring: aimed at improving compliance with IATTC Measures through promotion of increased transparency, advice and capacity building in the evaluation of performance of fleets regarding compliance with the resolutions issued by CIAT.
- 4 Target stocks: Promote technical cooperation actions related to IATTC and other conservation support organizations on issues related to the reduction of any adverse impacts purse seines have on tropical tuna populations, where necessary.

### IV. IMPLEMENTATION AND FUNDING OF COOPERATIVE AGREEMENTS

The performance of joint-activities (involving funding and in-kind resources) should be governed by cooperative agreements to be negotiated between OPAGAC and TUNACONS. These agreements should set forth: a. Purpose and objectives; b. Means of action; c. Role and intention of each Participant and Key Stakeholder; d. Work plan and timeline; e. Contributions (technical, financial, human, and other resources) of each Participant; f. Budget, including costs of technical supervision and institutional support; and g. Performance indicators, evaluation plans and results reporting.

Cooperative agreements or contracts may include the participation of other multilateral technical cooperation and financial institutions, governments, or private organizations, as appropriate.

### V. CONSULTATIONS

The Participants may periodically hold consultations about their cooperation under this MOU. The FIPs will make arrangements to hold a meeting following evaluation of their performance, at the end of each year, in order to review Progress and Action Plans, and coordinate the joint implementation of activities, as identified, during the following year.

### VI. COMMUNICATION AND CONTACTS

Any communication regarding this MOU should be exchanged among the designated contacts or delegated to appropriate staff. All communication should be by email. For purposes of this MOU, the representatives of the Participants are:

#### a. For OPAGAC:

- a. TO: Julio MORÓN Ayala ([julio.moron@opagac.org](mailto:julio.moron@opagac.org)), Manager,
- b. CC: Miguel HERRERA Armas ([miguel.herrera@opagac.org](mailto:miguel.herrera@opagac.org)), Deputy Manager (Sustainability)
- c. CC: Isadora MONIZ ([fip@opagac.org](mailto:fip@opagac.org)), FIP Coordinator

OPAGAC, C/ Ayala 54, 2A, 28001 Madrid, España

#### b. For TUNACONS:

- a. TO: Guillermo Moran Velásquez ([gmoran@tunacons.org](mailto:gmoran@tunacons.org)),
- b. CC: Pablo GUERRERO ([pablo.guerrero@wwf.org.ec](mailto:pablo.guerrero@wwf.org.ec)),

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. Requests for approvals under this section will be made by and to the contacts designated above. Each party shall

afford the other a reasonable time, which in the case of planned Participant 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 the process provided here, the parties will not refer to their relationship or to this MOU in public communications or similar materials.

Nothing in this MOU shall grant either 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.

#### VII. DATE OF COMMENCEMENT OF COOPERATION AND MODIFICATION

Cooperation under this MOU may commence from the date of signature and is expected to continue until either Participant discontinues its participation. This MOU may be modified or revised by mutual determination of the Participants in writing. Either Participant may discontinue its participation under the MOU at any time. Each Participant should endeavour to give the other Participant at least 30 calendar days' notice of its intention to end its cooperation under this MOU, and it is anticipated that the Participants would continue to work together to conclude specific cooperative activities already in progress. The discontinuation of cooperation under this MOU should not affect accrued obligations set out in specific cooperative agreements or contracts. The Participants understand that this MOU is not intended to be an international agreement governed by international law.

#### VIII. MISCELLANEOUS

This is a non-exclusive agreement between the two parties and preserves the right of each to work independently or with others.

This MOU contains the entire agreement of the parties regarding its subject matter.

Nothing in this MOU shall create an employment or agency relationship; neither party shall make any commitments or take any positions on behalf of the other without that party's specific, written consent.

Neither party may assign, directly or indirectly, all or part of its rights or obligations under this MOU without the prior written consent of the other party.

Signed On: 3/8/2018



Julio Morón Ayala  
Manager OPAGAC  
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Guillermo Morán  
FIP Coordinator TUNACONS