



Global Fishing Watch



Memorandum of Understanding

between

Global Fishing Watch Inc.

and

Guyana Marine Conservation Society

This Memorandum of Understanding (MOU) is entered into by and between the Guyana Marine Conservation Society, hereafter “GMCS”, with a registered address at 23 Oleander Gardens, East Coast Demerara, Guyana, South America, and Global Fishing Watch Inc., hereafter “GFW”, a Delaware non-profit with a registered address at 1025 Connecticut Avenue NW, Suite 200, Washington, DC 20036

GMCS and GFW are referred to collectively as “Parties” or individually as “Party.”

Endeavoring to increase their cooperation

Guyana Marine Conservation Society
23 Oleander Gardens, East Coast Demerara, Guyana
Tel: 592- 600 7272 & 222 2678
Represented by Annette Arjoon-Martins

and

Global Fishing Watch
1025 Connecticut Avenue NW, Suite 200
Washington, DC 20036
Tel: +1 240 432 1674
www.globalfishingwatch.org,
represented by Paul Woods

conclude the following agreement.

Article 1: Purpose

The Parties recognise the benefits to be derived from increased collaboration, cooperation and interaction for support of marine spatial planning in Guyana and development of new research and management tools. The purpose of this MOU is to define the areas for fundamental, academic research in which the Parties desire to work together in the future for their mutual benefit to foster a collaborative framework between GMCS and Global Fishing Watch with a view to benefiting from each other's initiatives and working procedures and to support collaboration among the staff, students, researchers and academics associated with all Parties.

Article 2: Scope

This MOU sets forth the intentions of the Parties for collaboration, cooperation and interaction and does not create any legally binding commitments. If the Parties later agree to undertake specific joint projects with legally binding obligations, they will develop separate written agreements for such projects, setting out each Party's contributions, deliverables, and budgets.

The Parties intend to:

2.1 Establish cooperation and exchange in all areas of mutual interest, namely but not limited to:

1. Fisheries research: better understanding drivers of artisanal and commercial fishing fleet distribution
2. Potential impacts of oil and gas development and related vessel traffic on offshore and coastal habitats and species
3. Capacity building for ocean monitoring and marine spatial planning
4. Conservation priority areas under changing climate
5. Collaborate on the design of new tools under development at GFW that will aid in monitoring and management of marine areas

2.2 Provide mutual access to facilities for the purposes of meetings, joint research and coordination. Any such activities, including any employee exchanges outlined in 2.1 above, must comply with the access requirements of the respective Party.

Article 3: Costs

3.1 Each Party will be responsible for its own costs in connection with all matters relating to collaboration under this MOU. Where possible and appropriate, the Parties may also seek funding for collaboration from local and international agencies or organisations.

Article 4: General Provisions

4.1 As stated above, any specific joint projects/activities with legally binding obligations will be set forth in separate written agreements. The detailed terms of such activities/projects shall be discussed, by the coordinators identified in Article 7, and signed by the same prior to the initiation of any particular program of activities/projects, with reference to this General Cooperation Agreement.

4.2 Any intellectual property that is jointly developed pursuant to this MOU, including but not limited to research data, analysis, reports and findings, will be presumed to be jointly owned by each party unless other specific agreement is negotiated between the parties.

Notwithstanding, each party retains all rights to its own independently developed intellectual property and proprietary, nonpublic data, materials, technology, and related work.

Article 5: Duration

6.1 This MOU shall be effective for a period of two (2) years from the date of final signature. It may be modified or extended by mutual written agreement by the Parties. Either Party may request changes to and/or cancellation of this MOU by giving three (3) months advance written notice.

Article 6: Promotional/Marketing Information

The Parties agree to place information about the agreement on their website.

Neither of the parties shall use the name, logo, likeness, trademarks, image or other intellectual property of either of the other parties for any advertising, marketing, endorsement or any other purposes without the specific prior written consent of an authorized representative of the other party as to each such use.

Article 7: Coordination

Each party appoints a Coordinator of the cooperation program.

Coordinator for the **Guyana Marine Conservation Society** (GMCS) is: Annette Arjoon-Martins

Coordinators for Global Fishing Watch (GFW) are:

Paul Woods - paul@globalfishingwatch.org

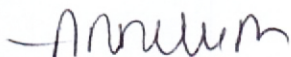
Kristina Boerder - kristina.boerder@dal.ca

Article 8: Copies of this Agreement

The present agreement is made in English in two copies, each copy being deemed authentic. Each partner institution shall receive a copy.

The Parties to this Memorandum of Understanding hereby confirm their agreement to its terms by the following signatures:

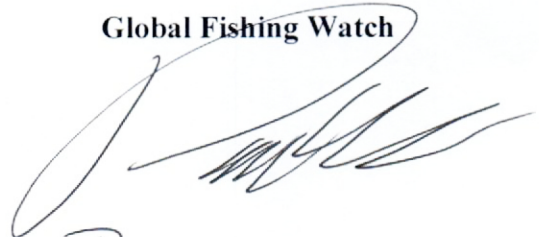
Guyana Marine Conservation Society



Annette Arjoon-Martins

Date: 14.2.20

Global Fishing Watch



Paul Woods

Date: 14 FEB 2020

