

**MEMORANDUM OF UNDERSTANDING BETWEEN THE
INTERNATIONAL PACIFIC HALIBUT COMMISSION
AND THE
WASHINGTON DEPARTMENT OF FISH AND WILDLIFE
(2021-25)**

The International Pacific Halibut Commission, hereinafter called “the IPHC”, and the Washington Department of Fish and Wildlife, hereinafter called “WDFW”;

RECOGNIZING that the International Pacific Halibut Commission (IPHC) was established by a Convention between Canada and the United States of America to:

- a) conduct research on the biology of Pacific halibut;
- b) assess the stock structure, abundance, and biomass in the North Pacific Ocean and the Bering Sea;
- c) regulate commercial and recreational fisheries for Pacific halibut within 200 mile limits of Canada and the United States of America;
- d) publish or otherwise disseminate the results of this work; and
- e) provide scientific information and advice to the Governments for the purpose of developing the stocks of Pacific halibut to levels which will permit optimum yield from that fishery, and of maintaining stocks at those levels;

NOTING that in order to carry out these tasks appropriately and efficiently, the IPHC seeks, inter alia, to establish and maintain mutually agreed working arrangements with other organizations which have related objectives;

RECOGNIZING that the Washington Department of Fish and Wildlife (WDFW), exists to:

- a) conserve and protect native fish and wildlife; and
- b) provide sustainable fishing, hunting, and other wildlife-related recreational and commercial experiences; and
- c) promote a healthy economy, protect community character, maintain an overall high quality of life, and deliver high-quality customer service; and
- d) build an effective and efficient organization by supporting our workforce, improving business processes, and investing in technology;

NOTING that in order to carry out these tasks appropriately and efficiently, the WDFW seeks, inter alia, to establish and maintain mutually agreed working arrangements with other organizations which have related objectives;

WHEREAS the IPHC and the WDFW wish to collaborate on a project entitled “*Fishery-Independent Setline Survey (FISS) Washington Rockfish Index*” hereto (“Project”); and

WHEREAS the IPHC and the WDFW have a joint interest in the expected results of this collaboration and have shared and compatible objectives associated with the Project.

RECOGNIZING the following terms and associated definitions:

- i. **Agreement** means the recitals, definitions, terms, conditions and obligations stipulated herein including the stipulations in the appendix affixed hereto.
- ii. **Contribution** means resources that are provided and used by the Parties for the Project.
- iii. **Fiscal Year** means any twelve month period starting 1 October of the year and ending 30 September of the following year.
- iv. **Project Authority** means the person designated by each Party to manage and oversee the execution of this Agreement on its behalf.
- v. **Results** means all data, software, products and processes arising from the Project.

NOW THEREFORE the IPHC and the WDFW, hereinafter call “the Parties”, have therefore agreed to the following:

I. OBJECTIVE OF THIS MEMORANDUM OF UNDERSTANDING

1. The objective of this Memorandum of Understanding (MOU) is to 1) collect and utilize catch and biological sample data from species caught during the IPHC’s annual fishery-independent setline survey (FISS); 2) agree on how proceeds from the sale of Pacific halibut (*Hippoglossus stenolepis*), rockfish (*Sebastes* spp.) and Pacific cod (*Gadus microcephalus*) will be disbursed; and 3) lay forth the financial obligations associated with undertaking additional FISS stations, as requested by the WDFW to survey rockfish populations off the Washington coastline.

II. AREAS OF COLLABORATION

2. The annual IPHC FISS represents one of the most extensive research programs conducted in the Northeast Pacific Ocean. WDFW conducts research and manages rockfish fisheries off the Washington coastline. In order to better understand these fisheries, the IPHC has agreed to augment the IPHC FISS, as necessary, with eight (8) additional sampling stations (hereafter referred to as “rockfish stations”) to more effectively cover rocky habitat utilized by rockfish species off the Washington coastline. [APPENDIX I](#) shows the locations of each of the WDFW requested rockfish stations.
3. For these additional rockfish stations, three to four skates of standardized gear will be fished. Any skates in addition, will be negotiated in advance and approved by both parties. Compensation will be adjusted if additional skates are deemed necessary.
4. Where possible, the IPHC will collect whole haul species data on a hook by hook basis on rockfish stations. All Pacific halibut captured on rockfish stations will be measured, sampled and retained.

5. All rockfish captured on IPHC FISS stations (all stations in waters off the Washington Coast) will be marked and retained for dockside sampling by WDFW biologists.
6. In order to facilitate a comprehensive examination of the resulting data, the above parties enter into the following agreement regarding the use of any hook by hook species identification and ancillary data obtained. This agreement shall also describe WDFW financial obligations for the additional work incurred in the form of field expenses, charter vessel fees, and IPHC Secretariat time associated with the IPHC annual FISS work. Future work on these stations will be subject to an annual review by the IPHC.

III. BENEFITS FROM THE COLLABORATION

7. Collaboration and cost sharing will permit enhanced management of the groundfish stocks in Washington waters in a conservative and sustainable manner. Information from this project, together with other data sources, including survey, and fishery catch information, forms the basis of the stock assessments for many groundfish species and science advice to groundfish fishery managers.
8. The activities undertaken will assist in decreasing uncertainty around estimates of stock status and increasing the capacity to monitor constituent components of the groundfish community and marine ecosystems in general.
9. Greater certainty and an increased understanding of the marine ecosystem will support more informed decisions on harvest limits and other management measures.

IV. COMMUNICATIONS, REPORTS AND NOTICES

10. Communications relating to the technical and scientific aspects of the Project shall be in writing and shall be addressed to the Project Authorities.
11. Notices, reports and other communications relating to the MOU shall be in writing and shall be addressed to the Project Authorities.
12. Each Party shall report to the other Party on the progress of Project-related work it is performing, and on any results arising from work it has completed. Reporting in respect of work performed in any Fiscal Year shall take place at least once a year, no later than ninety (90) days following the end of the Fiscal Year (ending 30 September). However, to ensure that Parties remain well informed and up-to-date on the Project; additional reports throughout the Fiscal Year may be provided as agreed by the Project Authorities.
13. Within ninety (90) days following expiration or termination of this MOU, each Party shall, provide to the other a final report on Project-related work it has performed, such report to be in a mutually agreeable format, and to include Results arising from the work.

14. Each Party shall have the right to publish reports or analyses based on the data collected under the provisions of this MOU. If an individual of either Party is not an author of the publications arising from these data, the contribution of the other Party shall be duly acknowledged in the publication.

V. Contributions

15. Revenue disbursement: One hundred percent (100%) of the sales revenue from fish sales will remain with the IPHC.
16. Deliverable/Reimbursement: WDFW shall reimburse the IPHC (based on the annual estimates provided at [APPENDIX II](#)) for work performed for the WDFW during the annual IPHC FISS, and upon receipt and acceptance of the required data by the WDFW Project Authority. Actual costs will be applied/invoiced. It is expected that actual costs will not vary by more than 10% of the values listed in [APPENDIX II](#). Should expected costs be more than 5% of those detailed in [APPENDIX II](#), the IPHC shall seek prior approval from the WDFW before the work is carried out. Total contract value for FY2021-FY20225 is estimated at \$172,000 with the annual estimates described in [APPENDIX II](#). Invoice and project costs will be submitted no later than 15 November each year, at the conclusion of each annual FISS.

VI. LEGAL STATUS

17. Nothing in this Memorandum of Understanding, or the act of issuing it, is to be construed as a waiver of any rights or immunities granted the IPHC pursuant to the International Organizations Immunities Act, 22 U.S.C. Sec. 288 et seq.

VII. HOLD HARMLESS CLAUSE

18. Each Party agrees that it will be responsible for its own acts and the results thereof and shall not be responsible for the acts of the other party thereof.

VIII. PROJECT AUTHORITY

19. The Project Authority for WDFW is:
Theresa Tsou
WDFW Fish Program
PO Box 43150
Olympia, WA 98504-3150
Telephone: (360) 902-2855
E-mail: Tien-Shui.Tsou@dfw.wa.gov
20. The Project Authority for the IPHC is:
Dr. David T. Wilson
Executive Director
2320 W. Commodore Way

Suite 300
Seattle, WA 98199
Telephone: (206) 634-1838
E-mail: secretariat@iphc.int

IX. COMING INTO EFFECT AND TERMINATION

21. This MOU will continue to operate for five (5) years from the date of signing. At that stage the Parties will review the operation of the MOU and decide whether it will be renewed or modified.
22. During this five (5) year period, the MOU may be deferred for a given year(s) upon agreement by both Parties through email correspondence between the two signatories.
23. Either Party may terminate this MOU by giving three (3) months prior written notice to the other Party.
24. A Party may terminate the Agreement by written notice to the other Party without liability, and the other Party hereby waives their rights to initiate any proceedings against the terminating Party, if:
 - a) the other Party breaches any terms or conditions of the MOU and does not rectify the breach within thirty (30) days after being notified in writing of the breach; or
 - b) the other Party fails to perform the Project in accordance with the MOU and does not rectify the matter within thirty (30) days after being notified in writing of the specific rectifications required; or
 - c) the other Party has submitted or submits false or misleading information in respect of the Project or in respect of the its obligations pursuant to the MOU, such termination to take effect immediately after the notice date; or
 - d) resources that the terminating Party is expected to contribute to the Project are reduced or not available, unless the other Party agrees to amend the MOU to address the reduction in resources, such termination to take effect thirty (30) days after the notice date; or
 - e) any unanticipated risk event jeopardized the scientific integrity of the Project or prevented the Project from being completed within a reasonable period of time despite mitigation measures that may have been implemented.
25. Expiration or termination of the MOU shall not relieve a Party from its obligations pursuant to Section IV, or from its obligations.
26. Failure by a Party to notify the others of a breach of the MOU or of any other circumstances possibly warranting termination of the MOU, or to terminate the MOU because of such breach or such other circumstances shall not constitute an acceptance of the breach by that

APPENDIX I WDFW Rockfish Stations - FY2021-FY2025

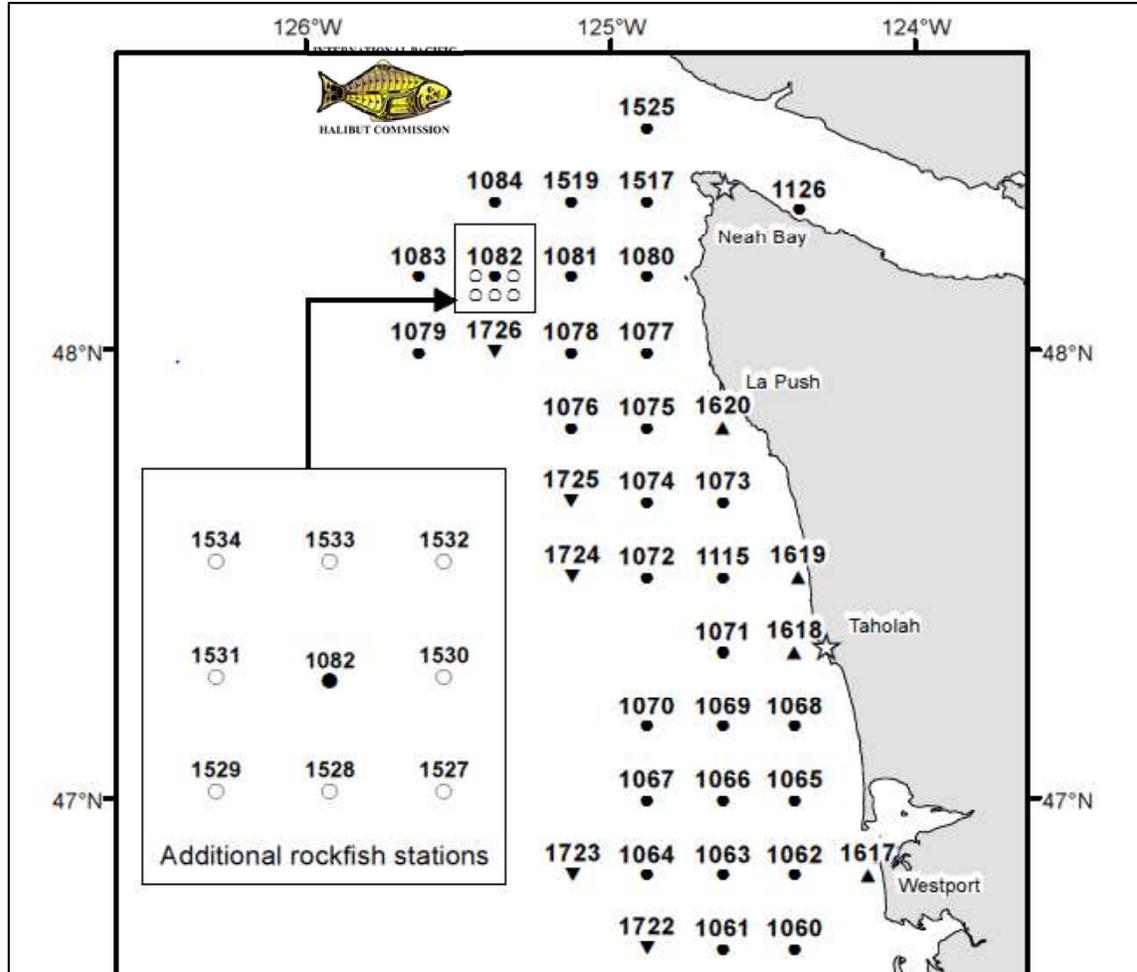


Figure 1. Rockfish Index stations.

APPENDIX II
Estimated budget WDFW Rockfish Stations - FY2021-FY2025

Expense Category	Estimates (actual may by +/- 5%)					Contract (+/-5%)
	FY2021	FY2022	FY2023	FY2024	FY2025	Total
Vessel Expenses	\$ 20,000	\$ 21,000	\$ 22,050	\$ 23,153	\$ 24,310	\$ 110,513
Bait and Gear Expenses	\$ 4,108	\$ 4,313	\$ 4,529	\$ 4,756	\$ 4,993	\$ 22,699
Field Staff Expenses	\$ 2,993	\$ 3,143	\$ 3,300	\$ 3,465	\$ 3,638	\$ 16,538
HQ costs	\$ 1,730	\$ 1,817	\$ 1,907	\$ 2,003	\$ 2,103	\$ 9,559
Contingency	\$ 2,270	\$ 2,384	\$ 2,503	\$ 2,628	\$ 2,759	\$ 12,543
Total	\$ 31,101	\$ 32,656	\$ 34,289	\$ 36,003	\$ 37,803	\$ 171,853