

Megamouth Shark Conservation and Scientific Research Cooperation Agreement

2020/07/13

To protect the megamouth shark and conserve marine ecosystems and fishery resources, the Environment & Animal Society of Taiwan (EAST, 'Party A'), and the owner of fishing vessels XXXX ('Party B'), have entered into a mutual cooperation agreement, as below:

1. From the date of signing to the conclusion of the 2020 calendar year, all megamouth sharks caught by Party B, whether dead or alive, should be released in the location of their catching. If a scientist is available to tag live-caught megamouth sharks, the megamouth shark should be immediately released in the location of its catching upon the completion of tagging. If no scientist is available to conduct tagging, the megamouth shark should be immediately released in the location of its catching. If dead when caught, except in cases where an institution or scientist is willing to purchase the specimen for research purposes, the megamouth shark should be discarded in the ocean in the location of its catching. Every megamouth shark caught, released, or tagged, or discarded by Party B should be documented with photographic or video evidence, which should be provided *free gratis* to Party A for educational and other uses of public benefit.
2. Party B agrees to the on-board presence of Fisheries Agency observers on all voyages for the purposes of observation and recording.
3. Confidentiality clause: Party A agrees to pay Party B fees for the costs of conservation work and scientific research. The agreed upon payment amounts and payment methods shall be kept confidential by both parties.
4. Commencing July 13, 2020, photographic or video evidence of every megamouth shark caught, released, or tagged, or discarded by Party B shall be provided to Party A before the end of the subsequent calendar day.
5. If Party B does not catch any sharks before the conclusion of the 2020 calendar year, Party A must still pay the fees agreed upon by the two parties to Party B.
6. Party B acknowledges that the megamouth shark has a very high probability of survival after its capture and removal from fishing nets, based on previous observations. Party B agrees to actively assist domestic and foreign scientists and academic institutions to tag and release megamouth sharks, to facilitate ongoing scientific research.
7. Should either Party A or Party B violate the terms of this agreement (including the confidentiality clause, payment of fees, and payment methods) they will be liable to compensate the other party for punitive damages, the amount of which is stated in the confidential version of the agreement, which is held by both parties.

Signatories of the Agreement:

Party A: Environment & Animal Society of Taiwan (EAST)

Tax ID number: 17874983

Representative: Wu Hung (T.H. Chu)

Signature

Party B: XXXX

Representative: XXXX

National ID number: XXXX

Signature

Witness: Chang Chih-sheng (Director-General, Fisheries Agency)

Signature

Witness: Oceana Lin (Chief Executive Officer, Taiwan Ocean Conservation and Fishery Sustainability Foundation)

Signature

Witness and sponsor organization: Marilyn Su (Executive Chief, Carrefour Taiwan Foundation)

Signature

July 13, 2020