

**Memorandum of Understanding  
between  
Downeast Fisheries Partnership  
and  
[Collaborative Institution]**

**General**

In order to facilitate improved fishing conditions in the region, to develop and enhance working relationships, and in support of collaborative research and educational activities, Downeast Fisheries Partnership (hereinafter “DFP”) and [Collaborative Institution] (hereinafter “Xxxxxx”) agree to establish this Memorandum of Understanding (MOU) as a framework for cooperative programs and other efforts in accordance with the following provisions.

**Purpose**

In keeping with the approach outlined in the DFP Governance model document, the objectives of this MOU are:

1. Cooperate and collaborate in activities such as: Restoration of fish populations through improved fish passage and fish habitat and fish stocking; engagement of local communities in stewardship of local resources; policy development to establish role for fishermen and other members of local communities in fisheries management; an adaptive and ecosystem approach to fisheries management; role for small-scale fisheries production in local and regional food systems; improving fisheries-related community outcomes; and advocacy for all of the above.
2. Coordinate jointly in regional events, actions and opportunities to advance fish restoration and related matters.
3. Strengthen and support DFP so that it becomes an entity that will generate resources and opportunities for its members and serve as a model for other communities.
4. Revitalize existing and form new working relationships within the DFP community.

**Awareness and Intent**

Organizations party to this agreement overseen by a governing body will ensure that all overseers are aware of commitments to DFP and have taken whatever steps are customary (vote, notice, etc.) to approve such participation. Further, governing bodies agree to devote meeting time no less than two times a year to receiving updates and actively exploring opportunities involving DFP. This Agreement does not create a legal partnership between the parties.

**Use of Name**

Any use of the name Downeast Fisheries Partnership or [Xxxxxx], including any of its constituent programs, or related logos in advertisements, publications or notices relating in any way to the activities described in this MOU shall be subject to prior approval.

**Project Agreements**

The terms of cooperation for each specific activity implemented under this Memorandum of Understanding (MOU), including financial aspects, shall be mutually discussed and agreed upon in writing by both parties prior to the initiation of that activity. These Project Agreements shall be subject to the terms of this MOU and shall be attached hereto as an Appendix.

**Frequency**

DFP will meet no less than once yearly to review its accomplishment, seek input on its effectiveness and ways in which to enhance it and formulate strategic priorities.

**Other Collaborative Endeavors**

Involvement in DFP does not prohibit participants from involvement in other collaborative endeavors.

**Conflict Resolution**

Any differences in the interpretation or application of this MOU will be resolved by common agreement of the Parties. In the absence of such agreement, any differences shall be referred to a trusted community member who is trained in conflict resolution and familiar with DFP and who will work with the Parties to achieve a satisfactory outcome. If unsuccessful in attempts to reach agreement, arbitration will occur at the request of either Party. Expense of arbitration will be borne by the Parties.

**Insurance**

Each party shall maintain its own liability insurance in amounts deemed appropriate for its operations. Such insurance shall provide coverage for negligent acts, errors, or omissions and provide protection against bodily injury or property damage claims. It is expressly understood that each party shall be solely responsible for its own actions and such insurance shall not extend to protect any other party.

**Non-Assignment**

Neither party to this Agreement shall have the right to assign any duty or responsibility arising hereunder without the written consent of the other party.

**Level of Participation**

DFP and [Xxxxxx] agree that [Xxxxxx] will participate at the level of [Stewardship Committee Member] [Topic Workgroup, project or existing initiative] [individual organization or partner] as described in Downeast Fisheries Partnership governance model.

**Designee/Notice**

The below named individuals are representatives of the respective parties responsible for the development and coordination of the specific activities contemplated by this MOU. All notices or communications hereunder should be directed to the below named persons unless another addressee is hereinafter designated by written notice.

For DFP:

For: [Xxxxxx]

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Email: \_\_\_\_\_

Email: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Effective Date/Term**

This MOU shall become effective upon signature of all parties and shall expire one year after such date unless there are active project agreements operating under this MOU, in which case the MOU will be automatically extended until the termination of the Project Agreement(s) (however, no new Project Agreements shall be undertaken after the original MOU expiration date). This MOU shall be reviewed at the end of the year and may be extended by mutual written agreement of the parties. The MOU is not a binding document and can be terminated at any time, but it codifies, for purposes of transparency, the roles and responsibilities of the DFP partners.