

LETTER OF AGREEMENT (LoA)

between

Block Lab at Stanford University
Hopkins Marine Station
120 Oceanview Boulevard
Pacific Grove, CA 93950, United States

and

Instituto de Fomento Pesquero
Almirante Manuel Blanco Encalada 839, PO 2361827
Valparaíso, Chile

for

Furthering Scientific Cooperation and Capacity Building

The Instituto de Fomento Pesquero (IFOP), Chile, and Block Lab – Stanford University, USA (BlockLab) (hereinafter referred to as "the Parties") enter into this Letter of Agreement (LoA) to encourage collaboration in areas of mutual interest and benefit. Based on the principles of equality and reciprocity, this LoA serves as a general framework for cooperation between the two Parties and is intended to facilitate discussions for more specific joint initiatives. Any specific program of collaboration or the exchange of confidential information will be subject to a separate formal agreement(s).

Preamble:

- i. Taking into account that the Instituto de Fomento Pesquero and the Block Lab at Stanford University share a common interest in advancing scientific research and technological innovation in ocean and fisheries data management and analysis;
- ii. Noting that both Parties are exploring potential areas of collaboration, including joint research projects, training opportunities, data-sharing protocols, and technical exchanges;
- iii. Agreeing that such collaboration would be mutually beneficial and consistent with the mission and values of both institutions;
- iv. Recognizing the importance of formalizing this relationship through a framework for cooperation;

Both Parties agree as follows:

1. Areas of Cooperation

- i. IFOP will contribute to this collaboration, by means of:
 - Collecting samples of tissue or fin clip of marlins through scientific observers on board fishing vessels whenever possible.
 - Providing information and data sets for biological samples collected by IFOP scientists under this agreement, in a format agreed by both sides.
 - Supporting the development and testing of data analysis tools and platforms that may be co-designed with Block Lab.
 - Participating in joint research activities and co-authoring scientific publications or technical reports where appropriate.

- ii. BlockLab will contribute to this collaboration by means of:
 - Analysing biological samples sent by IFOP, with Block Lab covering all shipping and analytical cost associated with the samples.
 - Hosting technical training sessions, exchanges, or workshops (either in person or remotely) for IFOP scientists and staff.
 - Exploring opportunities for short-term internships or exchange visits of IFOP personnel to Block Lab, as funding allows.
 - Supporting the co-design of research projects to be implemented in Chile, subject to funding availability.
 - Providing a written report with the results of the analyses performed on the samples, and holding at least one joint meeting with IFOP to present and discuss the findings. This will allow both Parties to evaluate potential scientific outputs, including co-authored publications.
- iii. Both Parties will:
 - Identify additional areas of mutual interest and expand the scope of cooperation as appropriate.
 - Promote scientific publication and dissemination of non-confidential results and experiences derived from the collaboration.

2. Designated Representatives

A designated person responsible for coordinating at each Party will oversee and facilitate implementation of this LoA in cooperation with other appropriate administratives at the respective institutions. The expansion of cooperative areas and activities is to be further discussed based on the needs and interest of both Parties. IFOP designates Dr. Patricia Zárate and the BlockLab designates PhD Barbara Block. Each Party may change its designated person, informing the other Party in advance.

3. Funding and Autonomy

The scope of activities under this LoA will be determined by funds regularly available at both Parties for the types of collaboration undertaken and by such other financial assistance as may be obtained by either institution from external sources.

Notwithstanding anything contained in this LoA, each Party retains its autonomy to conduct research independently of this LoA.

4. Intellectual Property and Confidentiality

Each Party's rights, title and interest in its intellectual property and confidential information remains unaffected by the existence of this LoA. For the avoidance of doubt, neither Party is obliged to disclose any confidential information to the other Party, and any disclosure or exchange of confidential information must be covered by an appropriate confidentiality agreement.

5. Term and Termination

Upon signature by each Party, this LoA will be in effect until terminated by either Party. An evaluation of this arrangement will take place three years after the date of signing. Either Party may terminate this LoA by giving the other Party at least one month in advance notice

of intention to terminate. Termination will incur no liability on either Party, and will not affect any agreements or other legally-binding arrangements in place between the two Parties.

This LoA is not governed by international or domestic law and does not constitute, nor is it intended to be a legally binding arrangement or contract. It does not create any legally binding or enforceable obligations, express or implied. It serves only as a record of each Party's separate intention pending execution of specific agreements governing the undertaking of activities as contemplated by this document.

Nothing in this LoA is to be treated as creating a partnership, agency, trust, joint venture or otherwise.

6. Dispute Resolution

Any dispute, controversy or difference as to the interpretation of this LoA will be settled amicably by mutual consent between the Parties.

For: Instituto de Fomento Pesquero
Name: Mr. Gonzalo Pereira Puchy
Signature:
Title: Executive Director

For: Block Lab at Stanford University
Name: PhD Barbara Block
Signature:
Title: Principal Investigator