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MEMORANDUM OF UNDERSTANDING (MOU)

For Institutional Collaboration between



SCHOOL OF INDUSTRIAL FISHERIES, COCHIN UNIVERSITY OF SCIENCE AND TECHNOLOGY, KERALA, INDIA AND

SEAFOOD EXPORTERS ASSOCIATION OF INDIA

This Memorandum of Understanding ("MOU") made on this 02nd day of February 2023. between School of Industrial Fisheries, Cochin University of Science and Technology, Kerala, India (Hereinafter referred to as "SIF-CUSAT") and Seafood Exporters Association of India, Kerala by mutual consent. The SIF-CUSAT and SEAI, collectively referred to as the "parties".

Whereas SIF-CUSAT is a school under CUSAT, one of the premier government-owned autonomous University in the country providing various post graduate programmes in the field of industrial fisheries and seafood safety & trade at postgraduate and doctoral levels, and conducting research, extension, and consultancy services in the area of marine/inland fisheries, aquaculture, seafood processing, food safety, value addition, marketing, fisheries management, fisheries economics and fish business management.

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Whereas, SEAI has formed two consortia of Seafood Exporters of India viz., (i) Kerala Forum for Crustacean & Cephalopod Sustainability (SEAI-KFCCS) and (ii) Forum for Deep Sea Shrimp Sustainability, Kerala (SEAI-FDSSK) and is working for the conservation and management of Shrimp & Cephalopod Trawl Fishery and the deepsea trawl fishery in Kerala. The consortia in collaboration with key stakeholders is committed to obtaining the Marine Stewardship Council's (MSC) sustainability standard for the above fisheries. SEAI has completed the Pre-assessment against the MSC standard and is under the process of implementing the Fishery Improvement Programs (FIP) for trawl fishery the eight species (five species of shrimp and three species of cephalopods) through the fund raised by the two consortia. The FIP for shrimp and cephalopod trawl fishery became active from 01.03.2019 and FIP for deep-sea shrimp trawl fishery became active from 01.12.2019. Through various activities the FIPs are in the process of implementing the actions at the field level and are addressing the conservation issues with policy makers. The pre-assessment carried out by accredited auditors has indicated several gaps in the science and management of the resources.

This project collaboration will be of mutual benefit to both the Parties, meeting their organizational mandates, and the cause of sustainable use of natural resources and conservation of the eight species and its critical habitats.

GENERAL TERMS OF MOU

1. Objective:

The Objective of this MOU is to express the willingness of both parties to engage in an effort to develop academic collaboration between both parties and facilitate student exchange; faculty exchange for teaching and research; collaborative research and publication; organizing joint

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training programmes, conference, seminars, symposia, and workshops; and developing other mutually beneficial programs.

2. Areas of Collaboration

Subject to the availability of manpower and other facilities, the parties hereby agree to extend their cooperation on the following activities:

- 1. SIF-CUSAT and SEAI will jointly work towards meeting the objectives of sustainable development goals (SDGs) of Indian fisheries through Marine Stewardship Council (MSC) certification
- 2. Facilitate and support research and monitoring to meet the MSC Fishery Improvement Project (FIP) action points
- 3. The specific components of the work and compensation will be decided based on future deliberations.

3. Technicial and other Assistance:

For the successful implementation of the agreed activities, the parties hereby agree to share the following technical and other assistance:

- 1. To support the MSC-FIP action points
- 2. SIF-CUSAT will provide technical inputs and SEAI-KFCCS & SEAI-FDSSK will facilitate the process of strengthening the state fisheries department policies for sustainable management in Kerala coast.
- 3. All parties will encourage and undertake need-specific research and development to support sustainable fisheries of the eight target species (Parapenaeopsis stylifera, Metapenaeus dobsoni, Uroteuthis duvauceli, Sepia pharaonis, Amphioctopus neglectus, Aristeus alcocki (Arabian red shrimp), Heterocarpus chani and H.woodmasoni (Thakkali/nylon shrimp) along Kerala coast.
- 4. The two parties will work collectively (as and when possible) to write focused sub-proposals to meet objectives of this project and raise funds to facilitate its implementation and SEAI- KFCCS will play the lead role in financial support / finding donors.
- 5. All parties will adhere to the agreed workplan and timeline.
- 6. The Parties will duly acknowledge each other at relevant fora and media.

4. General Obligation:

- a) Each Party hereby agrees to obtain prior permissions which are necessary for carrying out their respective part of the activities mentioned in this MOU from the concerned authorities.
- b) The Parties also agrees to carry out their respective part in good faith and in accordance with the laws and regulations in force for the time being.





5.Profits and Loss:

In case of any profit/loss arises from the collaboration between the parties as per this MOU, generally it should be equitably shared.

6. Coordination:

In order to carry out and achieve the objectives of this MOU, each party will appoint an appropriate person to represent them and to coordinate the agreed activities.

7. Confidentiality:

Each Party hereby agrees that the contents of this MOU and the details of various negotiations for implementation of activities mentioned in this MOU remain strictly confidential. Each Party hereby undertakes not to disclose the same to any third party, except after obtaining written consent from the other party.

8. Intellectual Property Rights:

The Parties hereby agree that, in case of any collaborative research activities under this MOU result in any form of intellectual property, the same will be vested with the CUSAT.

9. Validity:

This MOU will be valid initially for two years and the validity can be further extended by mutual agreement between the parties for the expiry of its validity.

10.Modification/ Amendments

The Parties can at any time modify/amend the terms of this MOU, on mutual consent by a written agreement signed by the authorised representatives of each party.

11. Termination of MOU

- a) This MOU may be terminated by Parties, upon prior notice given to the other in writing not less than three months before the intended date of termination.
- b) In case of a breach by one of the parties, the other party may terminate the MOU with immediate effect. However, a notice to that effect should be served to the other parties.
- c) In case of termination, both parties should ensure that, such termination should not adversely affect the interest of the parties.

12.Disputes/Difference:

In case of any dispute/differences arise in relation to the terms and conditions of this MOU, the parties should resolve the same through mutual negotiations and any litigation based on such disputes are subject to the jurisdiction of competent Courts at Ernakulam District.





13. Force Majeure

Neither Party shall be liable to the other Party in respect of any loss caused to such party on account of circumstances beyond the control of such party.

In agreement with the above terms of collaboration, the Parties have caused this MOU to be executed through their authorised representatives mentioned below on the 02nd day of February 2023.

Signed for and on behalf of

School of Industrial Fisheries, Cochin University of Science and Technology Signed for and on behalf of

TERS A.

Seafood Exporters Association, India 'Seafood House', Willingdon Island, Cochin - 682 003 Kerala, India

by:

Dr. S. Sabu

Director, SIF-CUSAT

Date: 02.02.2023

Shri. A. J. Tharakan Chairman, SEAI-KFCCS

Date: 02.02.2023

In the presence of

(Witness)

1. Name:

Signature

1. Name:

Signature:

2. Name: ()

MiniSetharan

Signature:

2. Name:

Signature: