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EA 901393

AGREEMENT FOR CONSULTANCY

THIS AGREEMENT is made on the 19th day of June 2023 between the Indian Council of Agricultural Research (ICAR) Society, Dr. Rajendra Prasad Road, Krishi Bhavan, New Delhi, a Society registered under the Societies Registration Act XXI of 1860 (hereinafter called the "Council") of the one part a Seafood Export Association of India (SEAI), Kochi (hereinafter called the "Client") of the other part.

WHEREAS the Council through its Institutes/Lab has developed new technologies and methods for **Marine fisheries stock assessment** and other allied disciplines.

AND WHEREAS the said client is in need of Consultancy Project Work for an appraisal on the species-specific fishery performance of Parapenaeopsis stylifera, Metapenaeus dobsoni, Aristeus alcocki, Heterocarpus chani, H. woodmasoni, Uroteuthis duvaucelii, Sepia pharaonis, Amphioctopus neglectus, Nemipterus japonicus, N. randalli and Trichiurus lepturus caught by Kerala trawl fishery for the said purpose requested the Council and the Council is agreeable to act as its consultant through the experts from its Institutes/Labs.

DELOTED SANTHOSH KUMAR K. JA IIIN 2023

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NOW THEREFORE, this Agreement witnesseth as under:

- 1. The ICAR-Central Marine Fisheries Research Institute, Kochi shall be consultant for providing technical backstopping for strengthening sustainable harvest of shrimp and cephalopod trawl fishery of Kerala in respect of the matters covered by this agreement.
- 2. The Consultancy Project Work shall cover the technical advice and assistance related to:- Setting fisheries management target levels for Parapenaeopsis stylifera, Metapenaeus dobsoni, Aristeus alcocki, Heterocarpus chani, H. woodmasoni, Uroteuthis duvauceli, Sepia pharaonis, Amphioctopus neglectus, Nemipterus japonicus, N. randalli and Trichiurus lepturus resources caught by Kerala trawl fishery.
- 3. The client shall afford all basic data available with them and afford all facilities to the Council's consultant for fulfilment of the consultancy under this agreement
- 4. The client shall employ competent technical Personnel namely Scientists/Technicians/Engineers etc for implementation of the advice and consultancy provided. The decision of the Director of the consultant Institute referred above shall be final in this regard.
- 5. The client shall be liable for the insurance coverage compensation in case of injuries/death caused to the Council's/ Institute consultant by accident otherwise arising out of and in course of his /her employment as consultant.
- 6. The responsibility of the consultant institute shall be limited to the technical advice on matters prepared by and covered under this agreement. All procedural/legal/operational matters will be responsibility of the **Seafood Export Association of INDIA (SEAI)**
- 7. The amount of consultancy project fee shall be ₹ 49,74,000/- The Client shall pay 50%+ (GST at prevailing rate) the total consultancy cost at the time of **signing MoU** and 40%, after one year of the project initiation and 10% immediately after the final submission of the report. All instalments of deferred payment are to be backed by bank guarantees.
- 8. ICAR-CMFRI a national scientific research organization is a constituent of Indian Council of Agricultural Research which is a central autonomous body under the administrative control of Department of Agricultural Research and Education, union Ministry of Agriculture, Government of India and is fully funded by the Central Government, therefore any deduction of Income tax at source (TDS) should not be made from the consultancy fee payable to the Institute. (Please refer to the relevant provisions of Income tax Act). Auditing of the bills/vouchers pertaining to this project shall be done by the Scientific Audit Department, Chennai and that will not be shared with the Client.

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- 9. This agreement shall come into force with effect from the date written herein above and shall be valid for a period of three years. On the expiry of the aforesaid period, it can be extended for a further period on such terms and conditions as may be decided or agreed mutually between the parties on execution of a fresh agreement for the extended period.
- 10. Either party may at any time terminate this agreement by giving one calendar months' notice to the other party. Any notice required to be served personally under this agreement shall be sufficiently served on the parties if, delivered to them personally or dispatched by the address herein given under registered post.
- 11. In case of termination of the agreement as in para-10 above, The Seafood Export Association of INDIA (SEAI) shall not be entitled for refund of consultancy fee paid in advance, from the consultant institute
- 12. The Council and the consultant Institute shall not, if any, be responsible for any damage to the property/material of the Seafood Export Association of INDIA (SEAI) during the course of or consequent to the consultancy work being provided.
- 13. Any dispute between the parties arising out of or in connection with this agreement shall be referred to the sole arbitration of the Director General of the Council or any officer appointed by him as the case may be and the award of the arbitrator shall be final and binding on both the parties.
- 14. In witness whereof the above-named parties have set their hands, Dr. A. Gopalakrishnan, Director, ICAR-CMFRI, Kochi, acting for the Council and Shri. A. J. Tharakan acting for the Seafood Export Association of INDIA (SEAI), Kochi, the day and the year first above written.

डॉ. ए. गोपालकृष्णन For and on behalf of the SEAL For and on behalf of the Council केन्द्रीय समुद्री माल्स्यिकी अनुसंधान संस्थान

Witness:

Central Marine Fisheries Research Institutiness: पी भी सं. 1603 / P.B. No. 1603 एरणाकुनम्मोर्त पी ओ. / Ernakulam North P.O.

बोच्ची / Kochi-682 018

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Annexure CS -1 Proforma for Submitting Consultancy Proposals

- 1. Name of the Institute: ICAR-Central Marine Fisheries Research Institute (CMFRI), Kochi
- 2. Title of the proposed Project (including brief of the project):

 Technical backstopping for strengthening sustainable harvest of shrimp and cephalopod trawl fishery of Kerala
- 3. Scope of the Consultancy work:
 - i. Preparation of literature/survey/feasibility studies/state of art project/technology forecasting/evaluation reports.
 - ii. Interpretation of test results and data, advising on risks and hazards or similar skilled advice.
 - iii. Advisory tasks in evaluation and implementation of a project.
 - iv. Design engineering related to agriculture;
 - v. Assistance in management of pests and other entomological problems
 - vi. Technical advice in the form of one-time assistance to help in trouble shooting, or problem solving, mainly advisory in nature.
 - vii. Any other (specify). Determining the stock health of selected shrimp and cephalopod that are targeted by trawlers landed in Kerala.
- 4. Detailed objectives of the consultancy project:

India is one of the major seafood producing countries in the world with a marine capture fisheries production of 3.56 million tonnes in 2019 (CMFRI, 2019). Kerala, with its contribution of 5.44 lakh tonnes, is the third most important State with 15.3% share in the national total in 2019. It plays an important role in the global seafood trade. The marine fish caught along the southwest coast forms a sizable proportion of seafood exported from India to overseas market. With seafood consumers globally moving towards making informed, healthy and sustainable food choices, it becomes critical that seafood comes from sustainable fisheries. It also presents an opportunity for the sector by providing increased accessibility to seafood markets globally.

ICAR-CMFRI is the premier research organisation involved in monitoring and assessing marine fishery resources in the country. Management Reference points such as B_{msy}, MSY and F_{msy} are set for key marine resources systematically as part of many ongoing research activities, besides, undertaking detailed investigations on the species biology. The Seafood Exporters Association of India (SEAI) approached ICAR-CMFRI for an appraisal on the species-specific fishery performance of Parapenaeopsis stylifera, Metapenaeus dobsoni, Aristeus alcocki, Heterocarpus chani, H. woodmasoni, Uroteuthis duvaucelii, Sepia pharaonis, Amphioctopus neglectus, Nemipterus japonicus, N. randalli and Trichiurus lepturus stocks exploited along the Kerala Coast. The SEAI also requested ICAR-CMFRI for a report on the incidental occurrence of sawfish, guitarfish and juvenile sharks in the trawl fishery of Kerala. Therefore, this consultancy project was envisaged by ICAR-CMFRI with the following objectives:

Objectives

 Setting fisheries management target levels within the spatial and temporal assessment window (as requested by the Client) for Parapenaeopsis stylifera, Metapenaeus dobsoni, Aristeus alcocki, Heterocarpus chani, H. woodmasoni,

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Uroteuthis duvaucelii, Sepia pharaonis, Amphioctopus neglectus, Nemipterus japonicus, N. randalli and Trichiurus lepturus in the fishing grounds along the Kerala Coast.

2) To report on the incidental occurrence of sawfish, guitarfish and juvenile sharks in

the trawl fishery in Kerala

3) To provide indicative management actions based on the reference points

The consultant team consists of scientists, technical staff and administrative staff of ICAR-CMFRI

Name and designation	Component of the work assigned			
Dr. P. Laxmilatha Principal Scientist & Head in Charge, Molluscan Fisheries Division, ICAR-CMFRI	Project Leader – Project planning, execution, management and Co-ordination			
Dr. J. Jayasankar, Principal Scientist, FRA Division, ICAR-CMFRI	Data support and analyses			
Dr. E. M. Abdussamad, Principal Scientist, Finfish Fisheries Division, ICAR-CMFRI	Biology and Stock assessment of pelagic resource			
Dr. Josileen Jose, Principal Scientist & Head in Charge, Crustacean Fisheries Division, ICAR-CMFRI	Biology and Stock assessment of Crustacean resource			
Dr. Geetha Sasikumar, Principal Scientist, Molluscan Fisheries Division, ICAR-CMFRI	Biology and Stock assessment of Cephalopod resource			
Dr. S. Lakshmi Pillai, Principal Scientist, Crustacean Fisheries Division, ICAR-CMFRI	Biology and Stock assessment of Crustacean resource			
Dr. T. M. Najmudeen, Principal Scientist, Finfish Fisheries Division, ICAR-CMFRI	Biology and Stock assessment of demersal resource			
Dr. Rekha Devi Chakraborty, Principal Scientist, Crustacean Fisheries Division, ICAR-CMFRI	Biology and Stock assessment of Crustacean resource			
Dr. Vidya R., Scientist, Molluscan Fisheries Division, ICAR-CMFRI	Biology and Stock assessment of Cephalopod resource			
Dr. N. K. Sanil, Principal Scientist, ICAR-CMFRI	Member, CPC			
Dr. V.V.R. Suresh, Principal Scientist, ICAR-CMFRI Shri. P. S. Anil Kumar, ACTO, ICAR-CMFRI	Member, CPC Member secretary, CPC			
Shri. Hareesh Nair, Chief Administrative Officer, ICAR-CMFRI	Assistance in Administrative matters			
Shri. Prashant Kumar, Comptroller, ICAR-CMFRI	Assistance in Financial management			
Shri. K. S. Sreekumaran, Senior Finance & Accounts Officer, ICAR-CMFRI	Assistance in Financial management			

- Duration of the project (give specific dates and period): July 2023 June 2025 (2 5. years)
- Programme of work and phasing of milestones: 6.

Work-plan

Application of appropriate models tailored to the life-history patterns of shrimp (Parapenaeopsis stylifera, Metapenaeus dobsoni), squid (Uroteuthis duvaucelii), cuttlefish (Sepia pharaonis), octopus (Amphioctopus neglectus) and finfish (Nemipterus japonicus, N. randalli, Trichiurus lepturus) for setting fisheries management target levels on a regional scale (Kerala) for the period 2007 - 2019.

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- 2. Fishery performance assessment of deep-sea shrimp fishery of *Aristeus alcocki*, *Heterocarpus chani*, *H. woodmasoni* post strengthening the existing database (on bycatch)
- 3. Preparation of report on the incidental occurrence of sawfish, guitarfish and juvenile shark, based on compiled existing data of these resources from Kerala.
- 4. Compilation, Final Report and Publications submission.

Timeline

Sl.No.	Activity	2023 O III	2023 Q IV	2024 O I	2024 Q II	2024 O III	2024 Q IV	2025 O I	2025 Q II
1)	Project initiation		a				4-1	X-	4
2)	Manpower recruitment & training		b						
3)	Sampling three deep-sea shrimp species-Aristeus alcocki, Heterocarpus chani, H. woodmasoni onboard one selected deep-sea shrimp trawler each from Kollam and Kochi Fisheries Harbours						c		
4)	Compilation and analysis of data and communication of results - Parapenaeopsis stylifera					d			
5)	Compilation and analysis of data and communication of results - Metapenaeus dobsoni					d			
6)	Compilation and analysis of data and communication of results - Amphioctopus neglectus				d				
7)	Compilation and analysis of data and communication of results - Nemipterus japonicus				d				
8)	Compilation and analysis of data and communication of results - Nemipterus randalli				d				
9)	Compilation and analysis of data and communication of results - Sepia pharaonis					d			
10)	Compilation and analysis of data and communication of results - Uroteuthis duvaucelii			division		d			
11)	Compilation and analysis of data and communication of results - Trichiurus lepturus					d			
12)	Collate existing data for preliminary assessment of Aristeus alcocki, Heterocarpus chani, H. woodmasoni			A .			е		
13)	Final analysis of Aristeus alcocki, Heterocarpus chani, H. woodmasoni data								d
	Collate existing data and preparation of Status report on sawfish species, guitarfish species and juvenile sharks								d
15)	Final Report and Publication	1411		- 10	DEED F	1	100	TUD A RES	f





Milestones

a Project launch

b Manpower recruited and trained

c Sampling of deep-sea shrimps completed

d Communication of results on the respective species

e Preliminary analysis of deep-sea shrimp data completed

f Final Report submission

Project outputs:

- Fishery Management Target Levels pertaining to the stocks of shrimps (Parapenaeopsis stylifera, Metapenaeus dobsoni, Aristeus alcocki, Heterocarpus chani, H. woodmasoni) squid (Uroteuthis duvaucelii), cuttlefish (Sepia pharaonis), octopus (Amphioctopus neglectus) and finfish (Nemipterus japonicus, N. randalli, Trichiurus lepturus) caught by Kerala trawl fisheries
- Reports on the incidental occurrence of sawfish, guitarfish and juvenile sharks in Kerala trawl fisheries
- 7. Whether the physical or other infrastructural facilities available at the Institute are required for carrying out project: **Yes**
- 8. Name and address of the consultant(s) undertaking the project:
 Name: ICAR-Central Marine Fisheries Research Institute (CMFRI), Kochi
 Postal address: Post Box No. 1603, Ernakulam North PO, Kochi 682018,
 INDIA
- 9. Previous consultancy work undertaken by the consultant(s) during the past three years:

Title of	Sponsoring	Period			Total cost of project	Total Intellectual fee received		
Project	agency	From	To Duration		(Rs.)	In the project	By the consultant	
FIMSUL II Fisheries Management and Sustainable Livelihood Tamil Nadu marine fisheries database development	Tamil Nadu State Fisheries Department	2018	2020	2 years	98.00 Lakhs			
FIMSUL II Fisheries Management and Sustainable Livelihood Tamil Nadu marine fisheries database development Bivalve farming (PI: Dr P. Laxmilatha)	Tamil Nadu State Fisheries Department	2018	2020	2 years	63.12 Lakhs			
Site selection and deployment of artificial reefs in inshore waters	Tamil Nadu State Fisheries Department	2020	2021 ORTERS A	2 years	45.00 Lakhs		-	

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along the coast of	1 1	1 1	-	
Tamil Nadu			1	
(PI: Dr P.				
Laxmilatha)				-

- Whether the project requires foreign visit by the consultant(s): No If yes, attach the checklist for foreign deputation
- 11. Whether the consultant(s) would require leave for carrying out the work: **No** If Yes: whether he/she has required leave in balance:

 If No: provide justification as to how the consultancy would be done while discharging official duties

Justification: Additional manpower is proposed in the consultancy project and their services will be utilized for field data collections.

11. Sponsoring agency:

- a. Name and address: Seafood Export Association of INDIA (SEAI)
 "Seafood House", Willingdon Island,
 Kochi 682003, Kerala, INDIA
- b. Status: Indian: Central Government/Government Undertaking/State Government / **Private** organisation/NGO/ other (specify)

Foreign: U.N agency/CGIAR Institute /Private Organisation/ or other International Agency (specify) **Not Applicable**.

12. Activities of sponsor in brief:

Seafood Exporters Association of India (SEAI) has the main objective to protect and promote the interest of the companies engaged in the seafood business and to develop the international trade of seafood from India. SEAI has its corporate base in Cochin in Kerala and eight regional offices in Kerala, Tamil Nadu, Karnataka, Goa, Gujarat, Orissa, West Bengal, Maharashtra and Andhra Pradesh.

The Seafood Export Industry in India is over 50 years old and was initiated when the first shipment of frozen shrimp was sent from the port of Cochin in 1953 by Mr. Madhavan Nair owner of Cochin Company. Initially, canned shrimp exports were mainly focussed and then due to non-availability of suitable cans in the country, the industry was shortly compelled to move to exports of frozen shrimp. The export of other varieties of Fish, Squid, Cuttlefish, Octopus, Crabs, Clams and Mussels started later in the late 1960's.

The Indian Seafood Industry today is on a totally different footing as to what existed in the late sixties. India has taken a major stand in the Global Seafood Market and our seafood is one of the biggest foreign exchange earners. Today we have world-class seafood factories following quality control procedures meeting the most stringent of international standards. Though shrimp continues to dominate our export basket, the Indian Seafood Industry has diversified its product range and its markets. For many years, Japan was India's largest export market but in later years, United States has emerged as India's leading export market followed by EU and China. India used to export mainly basic raw material for reprocessing to Japan whereas our exports to the United States consists of value-added products for direct use in the American Food Service Industry and for retail sale in the supermarkets. Indian seafood exports have

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surged each year from the late sixties right up to the late nineties when exports crossed US\$1.3 billion per annum. Exports from India reached a peak level of US\$ 6.68 billion per annum in 2020, and is US\$ 6.0 billion in 2021.

Over 150 processing facilities have received European Union approval from the existing 350 processing facilities in India. The factories are located in 20 clusters along the East and West Coast of India and we need to develop these clusters into international seafood processing hubs. With internationally recognized processing facilities, competitively priced skilled labour and raw material, India is now on the fast track to produce and supply valued seafood products in convenience packs by adopting the latest technologies and by tapping the unexploited and under exploited fishery resources. Seafood Exporters Association of India is focussed on providing better technology, food safety assurance, logistics and marketing to create a competitive edge for the Indian market. SEAI is in the lookout of establishing/facilitating various infrastructure facilities in various coastal states like landing centres, water treatment plants, common effluent treatment plants etc. SEAI is widely recognised as the voice of the industry by the policy makers in the country.

- 13. Additional information in case of foreign sponsoring /collaborating agency: NA.
 - a) Details of past collaborations, if any, by the collaborator/sponsor with the applicant Institute/other ICAR institutes /other Indian institution(s), whatever is known:
 - b) Details, if any, available on R&D projects of sensitive nature and concerned with national security, taken up and/or funded by the sponsor/collaborator in the past in its own country or any other country, whatever is known:

c) Genesis of the project:

- d) Foreign support/collaboration (details):
- e) Financial support (Rs. & Foreign Exchange)

f) Any other support

- g) Justification/need and likely benefits (scientific, economic, societal, strategic etc)
- 14. Does the project involve?
 - a) Referring to or sourcing of strategic/sensitive material/information. No.
 - b) Transfer of biological material(s) to the collaborator/sponsor. No.

c) Use of genetically modified organisms. No.

d) Use of environmentally or otherwise hazardous material(s). No.

e) Use of radioactivity materials. No.

f) Field surveys/trials/proving/collection/testing (give location). **Yes**, Field observations - Kollam and Kochi Fisheries Harbours

g) Ethical issues in conduct of the project. No.

[If answer to any of the points from (a) to (g) is 'yes', the consultant to give undertaking to abide by relevant and extant ICAR/national regulations and guidelines on the subject].

15. Total outlay of the project: ₹ 49,74,000/-

(INR Forty-nine lakhs, seventy-four thousand only)

(Provide break-up for different Operational Heads as given below)

1. Direct Expenses (Including Intellectual fee); if any: ₹ 39,15,200/-

2. Any other cost specific to the project: Institutional Charges - ₹ 3,00,000/-

3. Goods and Service Tax (18 %) or the rate applicable at the time of making payment: ₹7,58,736/-

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16. Schedule of payment of fees (indicate amount of each instalment, due date of payment and bank guarantees):

1st Instalment	50% of the project cost	After signing the MOU to initiate the project
2nd Instalment	40%	After 1 year of the project
3rd Instalment	10%	On submission of final Report

- 17. Intellectual fees payable to the consultant(s), a brief of calculations with reasons:
- 18. Whether Intellectual Property Rights issues are involved in the consultancy project. If yes, are they in conformity with ICAR's IPMTT/C Guidelines; if not, the variation be indicated and explained with justification for approval of the competent authority:

 NO
- 19. Whether a written Agreement has been entered into with the sponsoring agency incorporating the essential elements as indicated in the policy framework (section 1.3) of these ICAR's rules and guidelines. If yes, enclose a copy of the Agreement; if no provide justification. Yes

Certified that the overall institutional / organisational or national interests do not suffer in any way with the acceptance of the consultancy project.

(Signature) Consultant

Recommendation of PME Cell/CPC:

- 1. Certified that the proposal has been considered as per procedure and is found to be in conformity with the ICAR rules and guidelines.
- 2. It has been examined and ensured that:
 - The acceptance of the project is benefitting the academic status of the Institute.
 Yes/ No.
 - ii. The amount of all charges and intellectual fee offered is commensurate with fees chargeable as per costing guidelines. Yes/No-
 - iii. The return to the Council/ Institute is commensurate with the potential and likely gains to the client as a result of transfer of in-house knowledge, skill or technology. Yes/No.
 - iv. The project would contribute to the knowledge and professional competence in the Institute. Yes/ $\frac{N_0}{N_0}$

v. In case(s) the answer to any of the questions from i to iv is 'no', please provide justification.

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3. Any other comment:

(Signature) PME/ CPC I/c

Approval of the Director of Institute:

डॉ. ए. गोपालकृष्णन Dr. A. Gopalakrishnan निदेशक / Director **(Signature)** केन्द्रीय समुद्री **गोगिट्टांग of the Institute Central Marine** Fisheries Research Institute पी. बी.सं. 1603 / P.B. No. 1603 एरणाकुलम नोर्त पी.ओ. / Ernakulam North P.O. कोच्ची / Kochi-682 018

In cases where Deputy Director General or Director General, ICAR is the Competent Authority for Approval*

Such proposals shall be submitted to concerned Subject Matter Division (SMD) in ICAR Headquarters along with the following endorsement and specific recommendations of Director of the Institute that;

The project does not involve any national security and/or sensitivity angles, either proximately or remotely, now or in the foreseeable future.

\mathbf{Or}

The project involves issues of national security and/or sensitivity (specify) and due diligence has been exercised in the Institute and measures (specify) put in place to adequately safeguard the security and sensitivity issues.

(Signature)
Director of the Institute

*In case of projects with foreign agencies, the SMD along with their observations should send it for approval of the competent authority through the concerned unit in International Cooperation (IC) Division, Department of Agricultural Research and Education (DARE), who, in turn, shall process the proposal for approval of the competent authority