

## AGREEMENT FOR SERVICES

THIS AGREEMENT ("Agreement") is made and entered into by **Ocean Outcomes Services LLC**, a company organized under the laws of the State of Oregon (hereafter "Company" or "O2") and **Tian Yongjun** (hereafter "Contractor", and together with Company, the "Parties"), located at:

Mailing Address: 5 Yushan Rd, Shinan Qu, Qingdao Shi, Shandong Sheng, China 266003  
Email: yjtian@ouc.edu.cn  
Phone: +86 15963285699  
Skype Address (if available):  
WeChat address: seaturtle21

WHEREAS, Contractor has expertise in providing the services sought by Company; and

WHEREAS Company wishes to utilize Contractor's services and abilities during the term of this Agreement, and Contractor is willing to offer such services upon the terms and conditions contained in this Agreement;

NOW THEREFORE, in consideration of the promises contained herein, the Parties agree as follows:

1. Term, Engagement, and Services. This Agreement is effective as of its date of execution and shall terminate on **January 31, 2019**, unless terminated earlier as provided herein. During the term of this Agreement, Company hereby engages Contractor and Contractor hereby agrees to serve Company as an independent contractor, and not as an employee or agent of Company. Contractor shall perform the services as outlined in **Attachment A: Terms of Reference** (the "**Services**") and provide the deliverables, if any, according to the schedule described in Attachment A ("**Deliverables**").

Rich Lincoln, O2 Senior Advisor, is the manager of this agreement on behalf of Company, and is the designated point of contact for Contractor, as well as the reviewer and approver for all deliverables, reports, invoices and expense reimbursements.

Either party to this Agreement may terminate this Agreement at any time, with or without cause, by giving the other party thirty (30) days written notice. Should Contractor default in the performance of this Agreement or materially breach any of its terms, Company may, at its option, terminate this Agreement effective immediately upon giving written notice to Contractor stating the reason for the termination of this Agreement.

Articles 4-14 will survive any termination or expiration of this Agreement.

2. Compensation and Payment Terms.

Company shall compensate Consultant for Services for a total of \$10,000 USD to be paid in 2 installments: 1) \$5,000 USD within fifteen (15) days of execution of this contract; 2) \$5,000 USD to be invoiced upon completion of the review of the draft report materials, final completion of the final report(s), and submission of raw data files as accepted and approved in writing by

Company.

Payments for Services will be made within thirty (30) days following the receipt of a properly submitted invoice, approved in writing by Company's designated representative. Unless otherwise agreed by the Parties in writing, there are no other fees to be paid by Company in connection with the Services.

3. Business Expenses. Contractor is responsible for all travel and other expenses involved in performing and delivering Services and Deliverables.
4. Independent Contractor. Contractor and Company agree that Contractor is, and shall be, an independent contractor and not an employee, agent, partner or joint venture of Company. Nothing in this Agreement shall be interpreted or construed as creating the relationship of employer and employee between Company and Contractor and/or Contractor's employees or subcontractors.

Contractor is responsible for all applicable national and local applicable legal and governmental obligations as an independent contractor, including, without limitation, all business licenses, worker's compensation and liability insurance requirements and the withholding and transmittal of all fees and taxes. Contractor shall not be an agent of Company and shall not have any authority to sign agreements for Company or to bind Company to any agreements or other obligations. Any agreement to be executed for Company shall be presented to and be signed by a duly authorized representative of Company.

If Contractor wishes to hire employees or subcontractors in performance of the Services: (i) each employee or subcontractor must agree to terms consistent with the terms of this Agreement; (ii) employees and subcontractors shall be Contractor's sole responsibility; and (iii) Contractor shall be solely responsible for the employees' and subcontractors' compensation and for compliance with all applicable legal and tax requirements.

5. Taxes. Contractor shall be responsible for complying with all applicable national and local employment, income and other tax laws. **By signing this contract, Contractor confirms that that services will be provided outside the United States.**
6. Indemnification. Contractor agrees to protect, indemnify, defend and hold harmless Company and its directors, officers, employees and agents from and against any and all claims, demands, actions, judgments, fines, penalties, liabilities, losses, settlements, taxes, damages, injuries, costs, and expenses (including, without limitation, attorneys' fees and all other fees and costs incurred in investigating or defending any claim or action) which may be asserted against any of the foregoing persons by Contractor, Contractor's employees, agents or subcontractors, or third parties, in any manner related to, arising out of or resulting from:
  - a. Contractor's performance of the Services under this Agreement;
  - b. Any failure of Contractor to perform its obligations under this Agreement;
  - c. Any claim that the Services and/or Deliverables infringe the intellectual property rights of a third person;

- d. Any acts of Contractor beyond the scope of its authority under this Agreement;
- e. Any negligence, willful misconduct or other wrongful acts or omissions of Contractor, its employees, agents or subcontractors;
- f. Any injury, damage or death to Contractor, its employees, agents, subcontractors, partners or other representatives; or
- g. Any injury, damage or death to any third party related in any way to this Agreement.

7. Ownership of Intellectual Property:

**“Intellectual Property Rights”** means, without limitation, all intellectual property or other proprietary rights including copyrights, patents rights, trade secret right, rights of reproduction, trademark rights, rights of publicity, and the right to secure registrations, renewals, reissues, and extensions thereof. It is expressly agreed that all Deliverables, Company-related documents, records, reports, publications, sketches, designs, concepts, inventions (whether or not protected under patent laws), works of authorship, information, new or useful art, combinations, discoveries, formulae, algorithms, specifications, designs, processes, and methods of doing business, and any other media, materials, and other tangible objects produced by Contractor under this Agreement (collectively, **“Work Product”**) and Intellectual Property Rights in the Work Product or otherwise arising out of or resulting from the performance of the Services, whether developed by Contractor, agent, or any employee or subcontractor of Contractor, (collectively, **“Intellectual Property”**) shall be owned exclusively by Company. Contractor hereby assigns, transfers and conveys to Company, exclusively and perpetually, all rights, titles, and interests throughout the world it may have or acquire in the Work Product and the Intellectual Property. Upon request, Contractor shall sign all necessary documents and take all necessary actions to perfect the ownership in such property by Company.

Publication and Acknowledgement. If publication of Work Product in a peer reviewed journal or any other form is desired or should occur, Company shall be acknowledged according to the terms of a written agreement between Contractor and Company on the form of publication and acknowledgement, to be developed before such publication occurs.

8. Representations and Warranties. Contractor represents and warrants that: (a) Contractor has the full power to enter into and perform this Agreement and to make the grant of rights contained herein; (b) all Work Product is and shall be original works created or owned solely by Contractor; (c) all Services performed hereunder shall be performed in accordance with Company's requirements for Deliverables and with all necessary care, skill and diligence; (d) the Work Product will meet the description of Deliverables set forth in Attachment A; (e) upon delivery of Work Product, Company will have marketable title to such Work Product, free and clear of all liens and encumbrances; (f) the use of Work Product for the purposes intended will not infringe upon or violate any rights of privacy, publicity, patents, copyrights or any other rights of any nature of any third party; (g) Contractor has no obligation that is inconsistent with Contractor's obligations under this Agreement; and (h) Contractor has not infringed or violated and shall not infringe or violate any rights of any person in creating any of the Work Product or in delivering any of the Work Product.

9. Nondiscrimination. Contractor shall comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
10. Confidentiality. Contractor acknowledges that Contractor will have access to proprietary and confidential information in order to perform specific duties and provide the Services. Contractor warrants that Contractor will not use or disclose any information produced (including, without limitation, the Work Product and the Intellectual Property), received or obtained by Contractor in connection with Contractor's performance of the Services except as necessary to perform the Services. Contractor warrants that Contractor will use at least the same degree of care, but no less than reasonable care, to avoid disclosure or use of Company's information as Contractor employs with respect to its own Confidential Information of a like importance. This warranty shall not apply in any instance where Company has expressly directed Contractor, in writing, to disclose information to a third party.
11. Legal Compliance and Dispute Resolution. The laws of the State of Oregon shall govern the interpretation of this Agreement and all matters arising out of or relating to this Agreement (except for matters relating to Intellectual Property Rights to the extent governed by Federal or foreign laws). If a dispute or controversy arising out of or relating to any interpretation, construction, performance or breach of this Agreement arises between the Parties, the Parties shall first attempt to resolve such dispute or controversy through good faith negotiation. If not settled by good faith negotiation between the Parties, such dispute or controversy shall be settled by arbitration to be held in Multnomah County, Oregon, in accordance with the rules then in effect of the American Arbitration Association. The arbitrator may grant injunctions or other relief in such dispute or controversy, and shall not have the power to award punitive damages against any Party. The decision of the arbitrator shall be final, conclusive and binding on the Parties. Judgment may be entered on the arbitrator's decision in any court having jurisdiction. The costs of arbitration, including reasonable legal fees, shall be borne by either or both of the Parties in whatever proportion as the arbitrator may award.
12. Assignment. Contractor may not assign this Agreement nor any of its rights, duties or obligations under this Agreement without the prior written consent of Company. Any purported assignment or delegation not consented to by Company shall be void at Company's option and shall constitute a material breach of this Agreement.
13. Amendments and Waivers. Any supplement to or modification or waiver of any provision of this Agreement must be in writing and signed by authorized representatives of both Parties. A waiver by either party of any breach of this Agreement will not operate as a waiver of any other breach of this Agreement.
14. Notices. All notices required under this Agreement will be delivered in writing to the recipient's contact designated in the first paragraph of this Agreement, or to such other contact as is designated in writing and delivered to the recipient. Notices shall be by hand delivery, internationally recognized overnight courier, certified or registered mail, email, or facsimile and will be effective upon receipt or when delivery is refused, whichever occurs sooner.



**项目任务书****Terms of Reference – TOR****中国黄海-东海太平洋褶柔鱼渔业可持续表现评估及管理改进建议****East China Sea and Yellow Sea Squid FIP – Fishery Sustainability Assessment, Management**

Options Review and Improvement Suggestions

September 2019 – January 2020

**Background**

Japanese flying squid (JFS) is an important fishery resource for seafood processors, export industries and fishermen's livelihoods in the Yellow Sea and northern East China Sea region. In 2018 four UK and US key seafood companies agreed to financially support a fishery improvement project aimed at addressing sustainability and fishery management issues in Chinese fisheries that target JFS in this region, with the formation and management of the project being led through a partnership of Ocean Outcomes (O2) – Tao Ran 道然, the China Aquatic Products Processing and Marketing Alliance (CAPPMA) and the current international buyers (Sea Farms, PanaPesca, Quirch and Seachill). A number of other project supporters are also involved in the project, including several key Chinese processors in Shandong, Zhejiang and Fujian provinces.

The East China and Yellow Sea Squid FIP 's design is based on a pre-assessment against the Marine Stewardship Council's (MSC's) standard and an associated scoping report completed, with the initial 5-yr work plan for the project identifying objectives, activities and milestones intended to help the fishery achieve outcomes consistent with MSC's various performance indicators. The expectation is that the project will take up to 10 years to achieve full consistency with these international best practice and performance benchmarks, and the initial years of planned work will focus on development of basic catch and biological data collections systems, stock assessment, harvest management strategy options development and identifying and addressing relevant ecosystem issues.

**Scope of work required**

The following outlines the activities and deliverables to be provided by the Contractor in support of implementing the East China and Yellow Seas JFS FIP during 2019. These

requirements are specifically defined and extracted from Action Items 1 and 2 from the 5-yr JFS work plan. Work requirements include all provisions outlined in English and Chinese text.

**Action Item 1 - Stock assessment and harvest management strategy options review**

任务一：中国太平洋褶柔鱼资源和渔业管理策略选择回顾

*Overview*

The assessment and management of squid species is generally challenging because of their short life spans and significant variability in recruitment and abundance as related to fluctuating environmental conditions. The case of Japanese flying squid in the East China and Yellow Sea is no exception but the stocks also have the additional circumstance of a relatively short migration period through Chinese domestic waters from the northern East China Sea to the Yellow Sea, when the peak availability of the species to harvest is severely restricted by the summer fishing moratorium. Adjacent countries in the region also harvest these stocks and Chinese vessels also can legally harvest JFS in other nations' waters provided they have permitted authorization granted under bilateral agreements between China and the respective countries. So ultimately assessment and harvest must also consider the stock in its broader geographic range in order to ultimately develop a rational approach to Chinese domestic water management.

*Required work and deliverables***工作内容要点**

The Contractor will review and improve the draft report material that will be provided to the Contractor by Tao-Ran during the contract period, which describes key examples of assessment and management of squid species globally and how relevant concepts might be applied to JFS stocks and fisheries in the East China and Yellow Seas. This review and comment may also include collaborative communications with expert colleagues from other organizations working on this global review.

被委托方需要审阅并补充完善道然提供的太平洋褶柔鱼渔业可持续表现报告文件，报告内容包括目前国际上鱿鱼资源状况和管理情况的典型案例，以及在东海-黄海太平洋褶柔鱼渔业中可借鉴的他国经验总结。被委托人在审阅过程中可能会需要与来自国内外也在进行相关工作的机构的专家同行进行合作与交流。

**Action Item 2 - Review catch estimation/ monitoring systems and collect basic catch and biological data**

任务二：中国太平洋褶柔鱼生物学、资源状况和渔业总体情况（包括拖网渔业其他主、次渔获种类的基本状况）信息收集途径设计和实践

### Overview

A focus of the JFS FIP's first year implementation in 2019 will be to:

该部分在2019年需要执行的主要内容包括：

(1) collect basic catch and biological information from the fishery to understand its current characteristics, proportional catch by species landed and an estimate of total Chinese JFS landings; and

基础的渔业生产和生物学数据收集，了解渔业生产状况、上岸渔获物组成，并进行中国太平洋褶柔鱼总上岸量的估算。

(2) describe/review current approaches (if any) used by relevant authorities for estimating Chinese harvest of JFS and associated vessel effort (vessel fishing days) in the Yellow Sea, and identify any limitations of current efforts in providing accurate catch and effort data.

对相关部门现有的太平洋褶柔鱼国内渔获量的估算方法进行回顾整理，并评估现有方法对准确估算渔获量和捕捞努力量的有效性。

### Required work

工作内容要点

As specific objectives the Contractor will:

被委托方需要完成：

- Document/estimate the species composition in the trawl fishery catch landing in Shandong province;

鉴定分析太平洋褶柔鱼拖网渔业在山东省上岸渔获中的渔获物组成

- Describe the size distribution of JFS and other main species (species group) caught;

对太平洋褶柔鱼和其他主要捕捞种进行生物学测量，掌握其体长体重分布特征

Details of the work envisioned above include the following:

详细工作内容如下：

1. Catch by each species (basic statistics for each species but also by number for species uncommonly observed);

太平洋褶柔鱼及其他主要渔获物种的渔获量（收集各物种的基本信息，并记录不常见的渔获物种的数量）；

2. Length measurements for a representative sample of each species commonly encountered;

对渔获中出现频率较高的物种进行基本生物学信息（如体长分布情况）收集；

3. Analyze and report on catch and biological sampling data to include the following:

分析整理采集到的渔获量和生物学数据，并形成相关完整报告，包括：

a. Species composition, and ratios of JFS to other species;

渔获物的物种组成，以及各物种所占的比例；

b. Incidence of ETP species; and

渔业中濒危、受威胁、受保护（ETP）物种的捕捞记录及相关信息；

c. Length distribution of other common species landed.

其他主捕物种的体长分布。

4. Recommendations on possible future fishery monitoring approaches, including:

基于调查经验，形成关于数据采集和渔获量监测的方案报告：

a. Potential use of sample and processor data on catch, effort, landings and any other relevant data to make any possible estimates of total catch volume for key species by gear in the fishery; and

评估获取的样品以及加工商提供的捕捞量、捕捞努力量、上岸量等相关数据，

是否能够有效估算各种网具捕捞到的主要物种的总捕捞量；

b. Possible future approaches and feasibility for development of a government maintained catch accounting system for the fishery to provide accurate estimates of catch by fishery, time and area based on individual vessel landing data.

为今后政府进行该渔业的捕捞统计提供有效可行的方案，以便于对该渔业的捕捞量、渔船的捕捞时间和捕捞地点等进行准确估算。

c. Evaluate/recommend possible need and approach to any future onboard observation (human and/or camera) to verify and estimate encounters with protected species that may not be retained.

评估未来开展海上监测（观察员监测或者监控设备或者两者兼有）的潜在需求，以明确渔业中保护物种的兼捕或者丢弃问题。

- d. Future steps needed to monitor and estimate catch and effort by species and vessel trip for the JFS trawl fishery that could help guide future project design and discussions with government, research and fishing industry representatives.

提出未来在太平洋褶柔鱼渔业中开展基于物种及渔船航次的渔获物监测和估算的方案，以更好地帮助改进项目设计并推动与政府、科研机构和产业代表的沟通与合作。

Deliverables from the above work will include:

上述工作需要以以下成果呈现：

- Raw data files containing information collected and relevant files of processed analyses that include data used for development of any figures;

用于采集基础数据、访谈等相关调研及分析的数据表格及对应分析结果资料，包括用于制作相关图表信息等的的数据信息；

- One or more comprehensive reports submitted in standard English 1, organized and clearly written to deliver the analyses and recommendations outlined above and submitted for review **by January 15, 2020**. A Chinese version of the report(s) will also be provided that provides (at a minimum) key information, findings and recommendations that Chinese industry and government stakeholders would need to understand the work.

一份或多份英文的综合性分析报告，报告应规整有序，明确包括以上提及的所有工作内容。提炼报告中的关键信息、主要调研结果和相关建议，写成一份中文的简要报告，用于与产业和政府分享项目进展和结果。

Collaboration and communications

配合与沟通

O2's implementation partner in China, Tao Ran (TR), will be the on the ground project partner and technical contact from TR, with whom the Contractor will closely coordinate the activities described above for both FIP Action Items (1 and 2). Lu Fang from TR will be the primary technical contact for this coordination. For the fishery monitoring and catch estimation activities, the Contractor will review the project sampling and interview design with TR before initiating these activities and will arrange to communicate with the TR project leader regularly on the status of field sampling activities to ensure that planned work is being successfully implemented or to discuss changes needed to collect the information required. Contractor also will report to TR at any time problems arise so they can be jointly discussed and problem solved together. The frequency of communications between the TR

project lead and the Contractor can be adjusted once the project's implementation is proceeding as planned. The Contractor will need to co-host a 1-2 day visit of project funders (international buyers and O2) with TR to ports and processors in Shidao by end of October 2019. TR will recognize the Contractor's work in external communications and involve the contractor in broader FIP planning discussions, consistent with the Contractor's interest, availability and consent as a way to enhance collaboration and deepen recognition and conduct of the project.

O2在中国的项目执行伙伴道然将负责与被委托方进行关于项目要求（1、2）工作的相关对接、沟通工作。道然的工作人员房璐将主要负责项目的沟通及协调。被委托方应将最终设计的采样、访谈频率等相关信息及时与对接人沟通，获取其认可后方可执行。被委托人应主动

、积极维持与对接人的沟通联系工作，包括及时上报采样分析状况、报告撰写进度等；与对接人对实际项目执行过程中出现的突发状况、问题等及时联系，商讨解决方案。被委托方需要与道然共同组织安排项目赞助方（国际采购商和O2代表）计划于2019年10月底为期1-2天的石岛渔港和加工企业考察活动。

道然在项目内外交流活动中将说明被委托人的贡献，并为被委托人提供参与FIP规划讨论的机会。在与被委托人各方面达成共识的基础上，双方协力合作推动项目的实施。