



**MEMORANDUM OF UNDERSTANDING
TO COOPERATE ON THE IMPROVEMENT OF SHRIMP
FISHERIES**



BETWEEN

**YAYASAN KONSERVASI DAN PENELITIAN PARI MOBULA
(MOBULA INDONESIA)**
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AND

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This Memorandum of Understanding (MoU) is signed on this on the nineteenth day of December in the year two thousand twenty-five by and between:

1. Yayasan Konservasi dan Penelitian Pari Mobula (Mobula Indonesia), a legal entity, a local NGO located in dusun Krajan, Tembokrejo, Kec. Muncar, Kabupaten Banyuwangi, Jawa Timur, Indonesia, 68472, shall be hereinafter be referred to as the ("**First Party**"),
2. PT. Karya Kencana Sumber Sari, a legal entity in the form of a Private Company under the laws of the Republic of Indonesia, domiciled in Sidoarjo Regency, East Java Province, Indonesia, hereinafter referred to as ("**Second Party**").

All Parties shall be jointly referred to as "**Parties**" and shall be separately referred to as a "**Party**".

WHEREAS the Parties share a common vision to:

- Support and partner with responsible shrimp trammel net fisheries and communities in South Kalimantan.
- Support fishery managers to strengthen sustainable fisheries management, using the best available science, avoiding overfishing, and ensuring continued participation of one-by-one fisheries and coastal communities.
- Support the implementation of shrimp fisheries improvement programs in South Kalimantan
- Promote Legal, Reported and Regulated (LRR) fishing, improve transparency in seafood supply chains and enable access to markets, especially for small-scale fisheries, to seafood buyers and fishery stakeholders.

Therefore, the Parties agree to bind themselves in this Memorandum of Understanding (MoU) to provide a framework for strengthening partnership, collaboration, stakeholders engagement and equitable data sharing:

Article 1
Basis of Memorandum of Understanding

This MoU is drawn up on the basis of good faith to strengthen the partnership of the Parties, and provide a framework for collaboration to support their work to help develop multi-stakeholders platform for the shrimp fishery in South Kalimantan.

Article 2
Scope

The Parties agree to the scope of the joint activities that include but are not limited to:

1. Collaborate and share knowledge on developing and implementing supply-chain and stakeholder-led fishery development initiatives/projects, such as but not limited to traceability, catch reporting and fishery monitoring programs; that meet market requirements, add value to the fishery, and address fishery compliance and monitoring issues.
2. Develop best practices and cost-benefit analyses to enable broader adoption by fishery stakeholders, such as vessel owners and captains, of monitoring and traceability initiatives that enable and maintain access to high-value markets and demonstrate fishery compliance.
3. Engage with local fishery stakeholders, as appropriate and necessary and as agreed by both parties, to help inform decision making, improve fisheries monitoring, policy and governance.
4. Develop joint communication and PR materials, strategies and tools that promote the Parties' collaborative efforts and build a common voice that promotes and advocates for responsible small-scale fisheries. PR and communication materials will require the advance written approval of both parties prior to publication.
5. The Parties will provide a unified voice to advocate for transparency in seafood supply chains, adoption of new traceability technology where feasible, promoting Legal, Reported and Regulated (LRR) fishing, supporting fishery monitoring and management objectives on traceability, and highlighting business value propositions to adopting new traceability platforms and technology where feasible.
6. Explore development of future grants and project proposals.

Article 3
Costs

Each Party will be responsible for its own costs in connection with all matters relating to collaborations under this MoU. Any cost that occurred from the activities will be discuss prior the trip.

Where possible and appropriate, the Parties may also seek funding for collaborations from funding agencies.

Article 4 General Provisions

1. Any disputes arising from activities resulting in the MoU shall be settled amicably.
2. Except as specifically provided herein, and subject to any third-party licenses, each Party owns and retains all right, title and interest, worldwide, in any and all of its intellectual property pre-existing before the effective date of this MoU ("Background IP"). Each Party shall own and retain ownership of any data, information, derivative works, work product or other intellectual property it creates without any contribution from the other Party. Each Party shall receive an unlimited, perpetual, irrevocable, worldwide license to use any intellectual property developed through collaborations under this MoU for any purpose consistent with their organizations' missions.
3. Nothing in this MoU should be construed as superseding or interfering in any way with any agreements or contracts entered into by any of the Parties prior to or after the signing of the MoU.

Article 5 Confidentiality

The Parties agree that there is no intention to share any confidential or proprietary information in any collaboration under this MoU. If either Party wishes to disclose information it considers to be confidential or proprietary to the other Party, the Parties will decide whether to enter into a separate written non-disclosure agreement.

Article 6 Effective Period

This MoU shall be effective for one (1) years from the date of signature by the Parties. It may be modified or extended by mutual written agreement by the Parties. This MoU may be terminated by any Party upon three (3) months advance written notice.

Article 7 Evaluation

Party/ies, may propose to conduct evaluation to the MoU at any given time after six (6) months from its effective date.

Article 8 Indemnification

Each Party (the "Indemnifying Party") shall at all times indemnify and hold harmless the other Parties and said other Parties' successors, assigns, shareholders, partners, directors, officers, agents, affiliates, subsidiaries, parent company, and employees (collectively, the "Indemnified Parties") from and against any and all liabilities, damages, penalties, settlements, judgments, orders, losses, costs, charges, attorneys' fees, and all other expenses and shall, further, defend the Indemnified Parties from any and all claims, actions, suits, prosecutions, and all other legal and/or equitable proceedings resulting from or relating to (whether directly or indirectly) any allegation (whether founded or unfounded and regardless of the nature or character thereof) regarding: (i) any negligent, willful, reckless, or wrongful act or omission of the Indemnifying Party, its employees, representatives,

contractors or agents; (ii) any breach of, or inaccuracy in, any representation and/or warranty made by the Indemnifying Party herein including, without limitation, claims for personal injury, death or damage to property or other demands; (iii) any failure to perform by the Indemnifying Party, or any defect in said party's performance of, its obligations and duties pursuant to this MoU; or (iv) any alleged violation by the Indemnifying Party of any law, statute, regulation or ordinance. Notwithstanding the foregoing, no Party shall be liable for any indirect, special, incidental or consequential damages arising out of or related to this agreement (including, without limitation, costs of delay, and lost profits, revenue or anticipated cost savings), even if it knows of the possibility of such damage or loss.

Article 9 Partnership

All Parties recognize the value of partnerships with other organizations and projects. Each Party has independence to collaborate and make partnerships with other organizations without the need to consult and seek written approval from the other two Parties.

Thus this MoU is drawn up and set forth in nine articles based on good faith, to be complied with and implemented by the Parties in full responsibility respectively serving as true copies on duly signed papers and having equal legal force after being signed.

First Party,



Muhammad Ghozaly Salim

Director

Yayasan Konservasi dan Penelitian Pari
Mobula

Second Party,



Jimmy Wibisono

Director

PT. Karya Kencana Sumber Sari