

**FISHERY IMPROVEMENT PROJECT FOR THE JUMBO FLYING SQUID
FISHERY IN PERU (*Dosidicus gigas*)**

FRAMEWORK AGREEMENT FOR JOINT COLLABORATION

This Framework Agreement for Joint Collaboration is hereby signed by the **Fishing and Aquaculture Committee of the National Industry Society**, represented by its President, Mr. Alfonso Miranda Eyzaguirre; **FESBA SL**, represented by Marcelino Tubío Rivas; **CABOMAR CONGELADOS SAU** represented by Ana Fernández; **CONGALSA SL** represented by Julio Simarro Esplá; **DAVIGEL SAS** represented by Olivier Dyevre; **PANAPESCA USA LLC** represented by Stefano Pagliai; **hereinafter referred to as THE SIGNERS..**

This Framework Agreement for Joint Collaboration is guided by the following principles:

First: The signers, and any other parties expressing their interest in joining this Agreement, agree to promote the development of joint projects, technical projects, information interchange, training, and education, as well as any other type of collaboration, with the purpose of maintaining the sustainability of the jumbo flying squid fishery in Peru.

Second: With the purpose of programming, organizing, and coordinating activities stemming from the present Framework Agreement for Joint Collaboration, the signers, and any other parties expressing their interest in joining this Agreement agree to designate a coordinator who will represent each party. Through the Coordinators, any of the institutions will be able to initiate proposals for activities within the scope of this Agreement.

Third: The actions resulting from this Framework Agreement for Joint Collaboration must be implemented through Specific Agreements where the details for the execution of each working plan, as well as the potential economic resources that may be necessary and the people in charge of each activity, will be established in order to meet the goals of said plans.

Fourth: The participation in the present Framework Agreement for Joint Collaboration does not prevent the undersigned parties to participate in similar agreements with other institutions or entities interested in collaborating for similar purposes.

Fifth: The signers, and any other parties expressing their interest in joining this Agreement will maintain the highest commitment to collaboration in their relations, taking

into account that the purpose of this agreement is of common interest to all the parties. Therefore, the activities developed within the framework of this agreement must constitute a positive example of inter-institutional collaboration.

Sixth: This Agreement for Joint Collaboration will be valid for one (1) year from the date of signature and will be considered automatically renewed for one (1) more year if no parties express their decision to not renew up to one (1) month before the expiration date. However, any of the participants will be able to terminate the Framework Agreement for Joint Collaboration at any time through a written communication to the remaining parties one (1) month in advance.

Seventh: The costs derived from the activities agreed within any specific agreement will be appropriately covered by the signers, and any other new participant joining the agreement at a later time, as well as by third parties from whom economic collaboration can be requested. Additionally:

- a) The signers and any other parties expressing their interest in joining this Agreement, agree to carry out project coordination activities and will be advised by Sustainable Fisheries Partnership (SFP) and World Wildlife Fund Inc. (WWF) with the purpose of launching the Fishery Improvement Project (FIP) for the fishery mentioned in the first paragraph.
- b) In order to fulfill these commitments, meetings will be held with other interested parties at seafood product fairs and other fishery-related events to invite them to participate in the determination of objectives and improvement activities such as the design of the working plan, the analysis of deficiencies against internationally recognized standards -which will be defined by the participants-, or other relevant activities, as well as for the procurement of funding for the FIP.
- c) The signers, and any other new participant joining the agreement at a later time will encourage their collaborators to actively engage in the FIP.
- d) The signers will work together with other interested parties to promote their active engagement in the FIP.
- e) The signers agree to monitor the development of the FIP through their coordinator and to periodically communicate their progress through a public report.

Eighth: The FIP activities approved by the participants and described in the annual Working Plan summary and in periodic reports will be made publicly available in FisheryProgress.org website, as well as in any other Internet site willing to publish the FIP documents and development. The content of the annual working plan that will be made public in the aforementioned websites shall be approved by all parties involved. The parties signing the present Agreement are encouraged to provide links to the FIP page,

hosted in FisheryProgress.org website, in all public policy statements stemming from the FIP and in any other information, as agreed by all parties.

Ninth: The admission of new participants in the FIP will be agreed by consensus among all the parties, and the conditions for admission will be determined for each individual case. Through their adhesion to the FIP, the participants recognize the terms of the present Joint Collaboration Agreement.

This Contract will be governed according to the laws of Peru. In the event of any legal claim that may arise among the Parties as a result of the present Joint Collaboration Agreement, all Parties hereby renounce to any other legal or judicial jurisdiction they may be subject to.

The present Agreement is hereby signed on Tuesday, April 25, 2017 in both English and Spanish versions.

Comité de Pesca y Acuicultura – S.N.I.

Alfonso Miranda Eyzaguirre

FESBA SL

Marcelino Tubío Rivas

CONGALSA SL

Julio Simarro Esplá

CABOMAR CONGELADOS SAU

Ana Fernández

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