

കേരളം കേരल KERALA

CR 424658

MEMORANDUM OF UNDERSTANDING

This Memorandum of Agreement (hereinafter called 'MoU') is made on 27th day of April 2020.

BETWEEN

ICAR - Central Institute of Fisheries Technology, Matsyapuri P.O., Willingdon Island, Cochin, Kerala, a constituent of the Indian Council of Agricultural Research (ICAR), New Delhi (hereinafter referred to as Institute or ICAR-CIFT), represented by its authorized representative, as the first party

AND

Seafood Exporters Association of India – Kerala Forum for Crustacean and Cephalopod Sustainability (Hereinafter referred as SEAI-KFCCS/Client), as the second party.

Hereinafter, ICAR-CIFT and SEAI-KFCCS are collectively referred as 'PARTIES' and individually referred to as 'PARTY'.

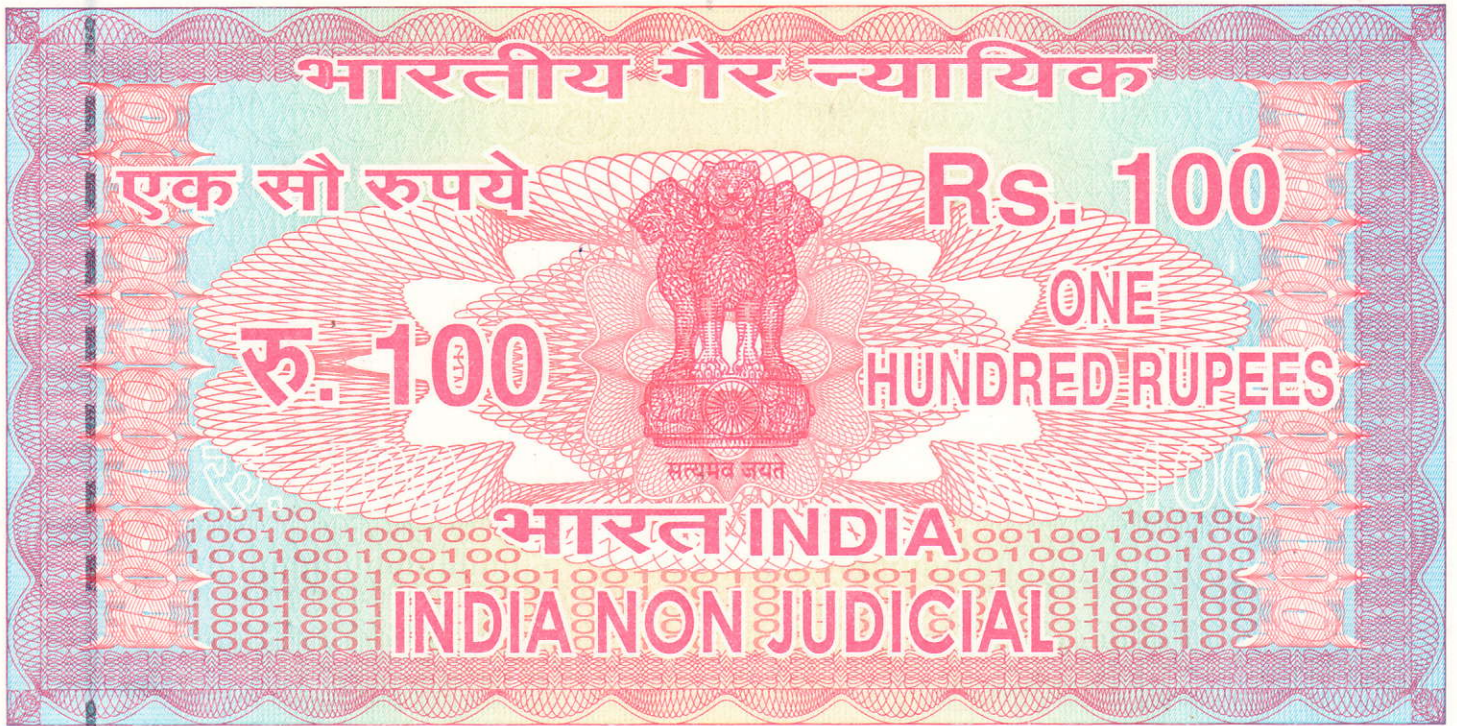
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SEAI KFCCS

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CR 424657

Whereas, ICAR-CIFT is an autonomous institution of the Ministry of Agriculture and Farmers Welfare, Government of India. The institute was set up in 1957 and is the only national center in the country where research in all disciplines relating to fishing and fish processing is undertaken. The institute started functioning at Cochin in 1957. Research centers function at Veraval (Gujarat), Visakhapatnam (AP), Mumbai (Maharashtra). The research efforts of the Institute has contributed significantly to India's marine fisheries development from a predominantly artisanal, sustenance fishery to that of complex, multi-gear, multispecies fisheries. The Institute is working in the following major areas - Basic and strategic research in fishing and processing; Design and develop energy efficient fishing systems for responsible fishing and sustainable management; Development of implements and machinery for fishing and fish processing; Human resource Development through training, education and extension. The institute's multidisciplinary approach to research in fishing technology and fish processing has won its recognition as a premier institute.

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Value Rs
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Date: 25/4/2020

For
SEALA PEECH

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Whereas, SEAI-KFCCS is a consortium of 25+ members of Seafood Exporters of India, formed in August 2018 and is working for the conservation and management of Shrimp & Cephalopod Trawl Fishery. The consortium in collaboration with key stakeholders is committed to obtain the Marine Stewardship Council's (MSC) sustainability standard for the Shrimp and Cephalopod trawl fisheries of Kerala. SEAI-KFCCS has completed the Pre-assessment against the MSC standard and is under the process of implementing the Fishery Improvement Program (FIP) for trawl fishery of two species of shrimp and three species of cephalopods through the fund raised by the consortium. This FIP for shrimp and cephalopod trawl fishery became active from 01.03.2019 through various activities of SEAI-KFCCS which were implemented at the field level and addressing the conservation issues with policy makers. The SEAI-KFCCS is focused on implementation of Fishery Improvement Program of trawl fishery of two species of shrimp and three species of cephalopods so as to ensure its sustainability. The pre-assessment carried out by accredited auditors has indicated several gaps in the science and management of the resources. The gaps which can be addressed by CIFT are indicated in Annexure I.

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 species and critical habitats.

Article-I

AREAS OF COLLABORATION

ICAR-CIFT and SEAI-KFCCS shall work together on the Conservation and Management of trawl fishery of *Parapenaeopsis styliifera*, *Metapenaeus dobsoni*, *Uroteuthis duvauceli*, *Sepia pharaonis*, *Amphioctopus neglectus* from Kerala Coast. This MoU is intended for collaboration with aim to develop trawl fisheries management plan with the harvest strategies and harvest control rules for the species in Kerala waters as mentioned in the FIP action plan.

Project Site: Kerala coast.

Timeline: This MoU will hold for a period of **5 years** from April of 2019 to March 2024 and further extended or revised in agreement with all parties.

Article - II
Roles and Responsibilities:

ICAR-CIFT:

1. Facilitate and support research and monitoring of the five species (*Parapenaeopsis stylifera*, *Metapenaeus dobsoni*, *Uroteuthis duvauceli*, *Sepia pharaonis*, *Amphioctopus neglectus*), Kerala coast as per the FIP action plan. (Annexure 1)
2. Support research and implementations of fishing technology to maintain stock status of the five species.
3. Support management of fishing effort at optimum level for the five species (*Parapenaeopsis stylifera*, *Metapenaeus dobsoni*, *Uroteuthis duvauceli*, *Sepia pharaonis*, *Amphioctopus neglectus*).
4. Support by research and extension: handling of fish and quality control in the fishing boats.

WITH a view to have a focused collaboration, both the ICAR-CIFT and SEAI-KFCCS (hereinafter together referred as 'the Parties') mutually agree to the following:

1. The primary focus of the collaboration will be to develop a harvest strategy so that the stock status of target species can be effectively managed, reduce bycatch, reduce the impact of fishery on habitat and increase the traceability.
2. CIFT will provide technical inputs but without any financial commitments, and SEAI-KFCCS 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 five species (Karikkadi, Poovalan, Squid, Cuttlefish and Octopus) along Kerala coast.
4. The two parties will work collectively (as and when possible) to write focused sub-proposals to meet objectives and raise funds to facilitate implementation of objectives and SEAI-KFCCS will play the lead role in financial support / finding donors.
5. SEAI-KFCCS will facilitate coordination between parties for Reports/assignments/any other deliverables and submitted in mutually agreed format, in soft copy/hard copy.
6. All parties will adhere to the agreed workplan and timeline (inserted in the annex).
7. The Parties will duly acknowledge each other at relevant fora and media.
8. This MoU and all matters arising out of or in connection with assignment shall be confidential between ICAR- CIFT and SEAI-KFCCS.
9. The parties to this MoU shall not be liable to each other for failure or delay in the performance of any of its obligations under this MoU for the time and to the extent such failure or delay is caused by riots, civil commotion, wars, hostilities between nations, government laws, orders regulations, embargoes, actions by the government(s) or any agency thereof, act of God, storms, fires, accidents, strikes, sabotages, explosions, or other

similar or different contingencies beyond the reasonable control of the respective parties to this MoU.

10. A duly appointed FIP coordinator will be the representative of SEAI-KFCCS and will be the point of contact for working of this MoU to both parties.

Article - III

RESEARCH OWNERSHIP AND RESULTS OF COOPERATIVE RESEARCH

Results of the collaborative research will be jointly published in the public interest as mutually agreed upon and as per ICAR rules and guidelines.

Article - IV

RIGHTS AND OBLIGATIONS OF PARTNERS IN PROTECTION OF JOINT IP

The analytical methods developed will be published jointly and made accessible to all quality control labs for public good. Both parties will not protect the developed analytical methods by joint IP for commercial purpose.

Article-V

AMENDMENTS

The parties may, by mutual consent in writing, modify any provisions of this MoU.

Article-VI

EFFECTIVITY

This MoU shall take effect on the date the last authorized representative affixes his/her signature and shall remain valid for five year unless sooner terminated when one of the parties notifies the other in writing of its intention to terminate the MoU, in which case, the MoU will terminate one month from the date of such notification. This MoU may be further renewed or extended upon mutual written agreement between the parties, which shall be made not later than one month prior to the termination date.

Article - VII

ASSIGNMENT

This MoU is based on the professional competence and expertise of each 'PARTY' and hence neither PARTY shall transfer or assign this Agreement or rights or obligations arising hereunder, either wholly or in part, to any third party.

Article - VIII
COMMERCIAL EXPLOITATION OF IP

Any IP protection arising out of this collaboration shall be jointly owned by both the parties, as per ICAR-JIPMP guidelines. The research results will be jointly published in reputed research journals and application notes for public good.

Article - IX
CONFIDENTIAL INFORMATION

1. **ICAR-CIFT/ SEAI- KFCCS** shall identify as soon as possible, or correct in the framework of a project, the information furnished that needs to be preserved from being disclosed. In doing so, it will be ensured that
 - (i) The information is not generally known by experts in the field or easily available to them through legal means;
 - (ii) The information has an effective or potential commercial value related to its confidentiality; and
 - (iii) The partners have taken due steps to protect the confidentiality of the information.
2. The partner receiving, in the framework of a project, information not to be disclosed, shall respect the confidentiality of such information.
3. A Confidentiality Agreement may be separately entered into among the parties for the protection of such confidential information. The MoU itself will also be deemed to be the Confidentiality Agreement.
4. Without prior written consent, none of the parties shall disclose any confidential information provided by the other party except to:
 - (i) The concerned employees, who shall be bound to keep it confidential and liable for any fault, and
 - (ii) Any concerned legal/regulatory authorities who shall also be similarly bound under the law/regulations.
5. The (confidential) information, whose disclosure has been authorized for the activities and purposes of the project, shall be used solely within the limits of the project.



Article - X
DISPUTE SETTLEMENT; GOVERNING LAW

1. The foremost effort by parties in case of any IPR/commercialization related dispute arising from the project shall be to resolve it through mutual discussions.
2. If the parties fail to reach any agreement through mutual discussions, the dispute shall be referred to and finally resolved by arbitration under India law and regulation. The Director General, ICAR will appoint an arbitrator to amicably resolve the dispute. In case the suggestions of the arbitrator will not be agreed to by the concerned parties. The disputes will be resolved through the arbitration mode under the Indian laws and regulations. The seat, or legal place, of arbitration shall be New Delhi, India. The language to be used in the arbitration shall be English.
3. This Agreement shall be governed by, and construed in accordance with, the laws of India.

Article - XI
NON-EXCLUSIVITY

The relationship of the parties under this MoU shall be non-exclusive and both parties are free to pursue other agreements or collaborations of any kind.

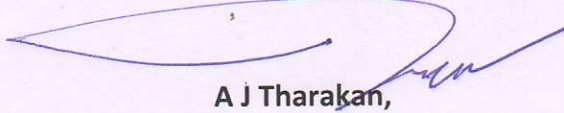
SEAI- KFCCS acknowledges that, by virtue of this Agreement, it will not be given preference over any competing vendor with regard to ICAR-CIFT's future purchasing decisions. ICAR-CIFT acknowledges that it shall not be given any preference by **SEAI- KFCCS** with regard to future purchases made by the Institute.

A. DETAILS OF THE ORGANIZATION/AGENCY

Contact details of the partner agencies	
1	ICAR- CIFT
	CIFT Junction, Willingdon Island, Matsyapuri P.O., Cochin-682 029, Kerala
	Ph: 0484-2412300; Fax: 091-484-2668212
	aris.cift@gmail.com; cift@ciftmail.org
2	SEAI-KFCCS
	'Seafood House', Willingdon Island, Cochin – 682 003, Kerala, India
	Tel: +91 484 2666572, 2666152


	Mob: +91 7736729188
	Fax: +91 484 2667470
	Email: drvineethaa@gmail.com, fip.seaifdsk@gmail.com


For the Client



A J Tharakan,
Chairman,
SEAI-KFCCS

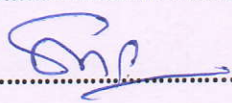
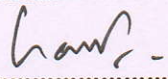
For ICAR-CIFT


 (Dr. George Ninan)
 Officer in Charge,
 ITMU, ICAR-CIFT

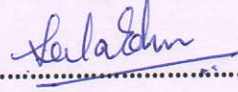


 (Dr. Ravishankar C.N.)
 Director
 ICAR-CIFT, Cochin
 (Counter signed)


Date: Kochi
Place: 27/4/2020

Witnesses
For the Client

- Name..... S. Ramakrishnan
Signature..... 
- Name..... SUSANTA MALLA
Signature..... 

Witnesses
For ICAR-CIFT

- Name..... LEECLA EDWIN..
Signature..... 
- Name..... MADHU V.R..
Signature..... 

Annexure I
FIP Action plan
Kerala shrimp and cephalopod trawl fishery
Actions pertaining to CIFT

FIP action plan pertaining to CIFT with time line. It spreads over 5 years which is divided into 4 quarters.

Y1Q1-Year 1 Quarter 1

Y1Q2-Year 1 Quarter 2

Y1Q3- Year 1 Quarter 3

Y1Q4- Year 1 Quarter 4

And so on.....

Sl. No.	Objective / activity (to be added in the text)	Lead organization	Other organization involved	End date
2.2.1	Based on the outcome of the preliminary stock assessments (1.2, end Y2), identify list of additional tools which could be added to the existing effort-based harvest strategy if required to manage individual target species (e.g. additional effort restrictions, time/area-based controls, technical measures...)	CMFRI	CIFT, DOF	Y3Q2
2.2.2	For each target species, propose a list of options that would allow reduction in harvest rates for that species in particular (e.g. based on differences in size, habitat, location, behaviour, seasonality...)	CMFRI	CIFT, DOF	Y3Q4
2.2.3	Put forward a list of potential management tools for discussion by stakeholders	CMFRI	CIFT, DOF, AKBOA, FMC	Y4Q2
2.2.4	Finalise list of available management tools to be incorporated into the harvest strategy plan	DOF	CMFRI, CIFT, AKBOA, FMC	Y4Q4
4.1	Implement JFESSD (bycatch reduction device)			
4.1.1	Identify 2-3 vessels in each main port (associated with FIP) prepared to test the JFESSD	AKBOA	CIFT, other FIP stakeholders	Y1Q2
4.1.2	Evaluate results of JFESSD (catch quantity, species profile and value; ease of use of gear)	CIFT	CMFRI, AKBOA	Y2Q4

4.1.3	Make adjustments as required / as suggested by the fishermen	AKBOA	CIFT	Y3Q4
4.1.4	Expand / incentivise the use of the JFESSD across the fleet	AKBOA	DOF, CIFT , FMC	Y4 ongoing
4.2	Evaluate catch profile in detail			
4.2.1	Pilot the use of self-completing logbooks or apps on board selected boats (JFESSD and control) from each main port, to evaluate catch profile in detail (including landed catch, discards and benthos (see 6.1 and 8.1 below); by area, depth and season)	CMFRI	CIFT , AKBOA, other FIP stakeholders	Y2Q2
4.2.6	On this basis, evaluate potential management options for reducing low-value bycatch (e.g. targeted time/area closures, changes to zoning by gear, BRDs such as JFESSD or other)	CIFT and/or CMFRI	AKBOA, DOF	Y4Q2
4.2.7	Incorporate bycatch reduction options into management; include in Trawl Fishery Management Plan (see 9)	DOF	AKBOA, FMC, CMFRI, CIFT	Y5Q2
4.3	Improve handling to reduce waste of catch			
4.3.1	Provide training to selected vessel captains / crew in fish handling and quality (quality improvement pilot project)	FIP participants (buyers)	AKBOA	Y1Q4
4.3.2	Evaluate results of pilot (in terms of catch waste, vessel income); expand to more vessels if useful	FIP coordinator	AKBOA, CIFT	Y2Q2
4.3.3	Evaluate facilities to improve handling at main ports (ice, fish boxes)	FIP participants (buyers)	CIFT	Y2Q2
4.3.2	Evaluate results of pilot (in terms of catch waste, vessel income); expand to more vessels if useful	FIP coordinator	AKBOA, CIFT	Y2Q2
4.3.3	Evaluate facilities to improve handling at main ports (ice, fish boxes)	FIP participants (buyers)	CIFT	Y2Q2
8.2.2	Explore the use of other technologies, including ROVs, for habitat mapping	CMFRI	CIFT	Y3Q4
13.1.1	Linked to sub-action 4.2.1 above - Pilot the use of self-completing logbooks or apps on board selected boats from each main port, to evaluate catch profile in detail (including landed catch, catch location, gear, date vessels details).	CMFRI	CIFT , AKBOA, other FIP stakeholders	Y2Q2

13.1.2	Pilot training for fishers to use logbooks (i.e. use, minimum information required, submission etc.)	CMFRI	CIFT, AKBOA, other FIP stakeholders	Y2Q2
13.1.3	Linked to sub-action 4.2.2 above - Pilot the use of observers on board selected boats as above, to evaluate catch profile in detail and verify catch originates from the UoAs be rolled out across the fishery for mechanised vessels.	CMFRI	CIFT, AKBOA, other FIP stakeholders	Y2Q2
13.1.4	Linked to sub-action 4.2.5 above - On the basis of the above pilots, select most appropriate method for obtaining a detailed catch profile and verification method that catch originates from the UoAs; expand to further vessels as required until full implemented	CMFRI	CIFT, AKBOA, other FIP stakeholders	Y3Q4