

FISHERIES IMPROVEMENT PROGRAM FOR SULTANATE OF OMAN

Memorandum of Understanding (MOU)

The Memorandum of Understanding herein is following a first version that was agreed and signed by Oman actors on **5th September 2024** involved in the FIP in place in Sultnate of Oman.

1. FIP stakeholders:

- **Ministry of Agriculture, Fisheries, Wealth & Water Resources**
Muscat- Oman
- **Sea Pride LLC**
Sur Industrial Area, Sur-Oman
- **Dhofar Fisheries & Food Industries S.A.O.C**
Raysut Industrial Area, Salalah- Oman
- **Goldfin International LLC**
Fisheries Zone Seazd, Duqm-Oman
- **EWOS AS** (Bergen, Norway) and **EWOS Chile Alimentos Limitada** (Lagos, Chile) (collectively “Cargill”)

2. Purpose of the MOU:

The Parties sign this MOU in order to signify their acceptance of the proposed Fisheries Improvement Plan (FIP) aimed at improving and making more sustainable fishing practices and management used in Omani fisheries so that species can thrive, as well as the distribution of the roles of each organization in this effort. It is also intended to formalize the agreement on activities covered as part of the association between the Parties in relation to the development of the FIP.

Under this Protocol, the Parties are committed to:

1. Extend their commitment in the implementation of a continuous improvement model for Omani fisheries and make public the results of the work of the FIP, progress, and the assessment of the fishery.

The objective to achieve levels of control and monitoring that corresponds to the MarinTrust program for responsible fishing. An assessment of the fishery based on this repository was conducted prior to the development of the work Plan.

2. Accept assistance from Key Traceability consultants who are experts in the accomplishment of this of project, and follow their recommendations.
3. Accept that an independent NGO expert will ensure the transparency and credibility of the program and his actions by attending meetings and work as an observer.
4. Jointly formulate the objectives, management and measures of the FIP implemented by a dedicated consultant, in this case Ms. Jo Gascoigne.
5. Collaborate with consultants and stakeholders of the fishing industry consistent with applicable competition laws, with a view to the implementation of the FIP.
6. Participate at least once a year in meetings to review progress, discuss upcoming issues, and activities necessary to implement improvement.
7. Accept that strategic business data be a "trade secret" that must be respected and that competition laws must also be respected.
8. Engage suppliers and other stakeholders when it is possible to involve them in the project.
9. Require that the improvement actions identified by the plan of work of the FIP are initiated and followed by stakeholders.
10. Establish and adhere to reporting requirements specified under the FIP, as established by the Technical Committee.
11. Consider and enable the additional of additional Parties to the Project, where reasonable and appropriate.

3. Funding

- i. Seapride LLC & Dhofar Fisheries & Food Industries S.A.O.C. shall serve as the administrator for the FIP.
- ii. All cost already engaged were spread -between active sponsors.
- iii. Future financial needs will be identified and a financing plan will be proposed in collaboration with all stakeholders.

4. Confidentiality

All Parties will keep all confidential information disclosed by the other Parties within the scope of the Project strictly confidential unless subsequently agreed otherwise or required by law or judicial process. The obligations contained in this Article 3 shall apply for a period of five (5) years as of the execution of this Letter of Intent unless otherwise superseded by a future contractual agreement pursuant to Section 4.

5. Binding / Non-Binding Nature

With the exception of Article 5 through 8 which shall be binding, this MOU shall not constitute a binding undertaking of the Parties and each Party shall remain free at any time prior to execution of definitive agreements and for whatever reason to withdraw from the contemplated Project and the negotiations thereof without any liability or penalty whatsoever. On the basis of this MOU neither Party shall be entitled to claim against the other Party the execution of contractual agreements with respect to the Project.

6. Parties' Cost and Expenses

Each Party hereto shall bear its own cost and expenses including any fees for attorneys' fees and the like (The Ministry of Agriculture, Fisheries, Wealth & Water Resources is exempted for this cost)

7. Administration

1. Each Party may propose amendments to this MOU at any time, including amendments to include additional Parties. Amendments to the MOU must be made by mutual consent of the Parties present by a written agreement signed and dated by all parties before any amendment is made.
2. This MOU and the proposal will come into effect upon the signature of all parties and, unless terminated early, will continue for a period of one year, expiring, unless renewed.
3. The Parties would like to publicly explain the elements of the partnership, such as the progress and completion of the FIP, and will from time to time prepare reports on these matters. As a matter of courtesy, each party should be allowed to consider what will be made public before it is published.

8. Organization and Oversight

Organization and oversight shall be through (1) an Executive Committee, (2) National Coordinator, and (3) Technical Committee.

The Executive Committee is composed of the directors of the following institutions:

- Seapride LLC, Director
- Dhofar Fisheries & Food Industries S.A.O.C, Executive Secretary
- Cargill, Sustainable Development Manager

Each entity with a representative on the Executive Committee shall be entitled to name an alternate to represent the entity in the identified member's absence, as well as a replacement of the identified representative as needed subject to the consent of the other directors, which consent shall not be unreasonably withheld.



The Executive Committee's mission is to:

- Drive the FIP and organize monthly teleconferences;
- Track the progress and performance of each point of the Plan of Action;
- To ensure the implementation of the adopted decisions and recommendations
- Anticipate the identification and implementation of future actions;
- Validate the draft budgets and the technical reports produced on the FIP

Members or an alternate of the Committee are committed to participate in the physical meetings and/or conference calls in order to keep track of its mission/task.

The Executive Committee shall name an Executive Secretary, whose role is to ensure the technical preparation and logistics meetings, notably to ensure the quality of the presentations expected. It must also ensure coordination between the Steering Committee and the Technical Committee and to ensure the respect of deadlines of the different elements of the action plan.

Coordination at the national level:

The Coordinator at the national level of the FIP project is The Director General of the Fisheries Development Directorate in Ministry of Agriculture, Fisheries & Water Resources, Dr. Abdulaziz Said Al Marzouqi & he is assisted by the Fisheries Development specialist from the Department of Fisheries Resources Development & Management, Mr. Hussain Ali Al Aghbari.

The role of the National Coordinator is to ensure through its position and status of the involvement of all the stakeholders of this project.

The Executive Committee is assisted by a technical Committee consisting of representatives of the following institutions:

- KEY TRACEABILITY: Jo Gascoigne
- Sea Pride LLC : Mr. Mohammed Ameen
- Dhofar Fisheries & Food Industries S.A.O.C : Mohammed Irshad

Any replacements of these representatives are subject to the approval of the Executive Committee.

The Technical Committee will develop, if necessary, and the actions needed for the implementation of the Action Plan.

9. Sanctions, Anti-Bribery, and Anti-Corruption Laws Compliance

None of the Parties is designated on the OFAC list of Specially Designated Nationals and Blocked Persons or on any other list of sanctioned Persons issued under any applicable trade economic or financial sanctions laws ("Sanctions Targets Lists") (nor is any Party aware of any reason which would cause such Party to be or become designated on any Sanctions Targets Lists) or is directly or indirectly owned or Controlled by any Person designated on any Sanctions Targets Lists or is a Person with whom US Persons are prohibited from dealing or transacting under the laws and regulations administered by the Office of Foreign Assets

Control. None of the Parties, nor their respective directors, officers, employees or agents, nor any Person acting for them or on their behalf, has been party to or involved in any transaction in violation of any trade, economic or financial sanctions ("Trade Sanctions Laws"). There are no pending or threatened enforcement proceedings involving any Parties in any way relating to Trade Sanctions Laws.

The Parties and those acting on their behalf shall comply with all anti-bribery laws.

Signed By:

Ministry of Agriculture, Fisheries, Wealth & Water Resources
Muscat - Oman

Date



Seapride LLC
Sur Industrial Area, Sur-Oman

Date



Dhofar Fisheries & Food Industries S.A.O.C
Raysut Industrial Area, Salalah- Oman

Date



Goldfin International LLC
Fisheries Zone Seazd, Duqm-Oman

Date



EWOS AS
Bergen, Norway

Date

EWOS Chile Alimentos Limitada
Lagos, Chile

Date