

## **Mauritanian FIP for *Sardinella aurita*, *Sardinella maderensis*, *Ethmalosa fimbriata***

### **Memorandum of Understanding (MoU)**

The Memorandum of Understanding herein is following a first version that was agreed and signed by Mauritanian actors involved in the FIP in place in Mauritania. It is presented for discussion purpose to the actor that are willing to join the already engaged project.

#### **1. FIP stakeholders:**

- OLVEA Group, French industrial group involved in Omega 3 sector based in Normandy.
- WINTERISATION MAURITANIA, Olvea group's subsidiary in Mauritania
- MPEM, Mauritanian Ministry of Fisheries and Maritime Economics
- FNP, National Fishing Federation
- SIPM, Marine Proteins Industry Section, local fish meal & fish oil producer union
- IMROP, Mauritanian Institute for Oceanographic Research and Fisheries.
- ONISPA, National Office for Sanitary Inspection for Fisheries and Aquaculture.
- RIM FISH MEAL, fish meal & fish oil producer based in Nouadhibou.

#### **2. Purpose of the Memorandum of Understanding:**

The Parties are interested in discussing (i) potential opportunities of collaborating for the purpose of joining the Mauritanian Fisheries Improvement Program (FIP) and (ii) possible roles and activities each Party could have therein (hereinafter referred to as "Project").

In this MOU the Parties want to summarize the current status of their discussions related to the Project.

#### **3. Current state of discussions:**

On the basis of the current status of the discussions the Parties agree that a possible contractual agreement with respect the Project (which may consist of one or more contracts) shall include the principles and Party's obligations set out in the following points:

- a) Project Objectives
  - i. Engage and support the development of a continuous improvement model for Mauritanian fisheries and publicize the FIP work plan, progress reports and fisheries assessment.
  - ii. Stakeholders give to the program the objective of achieving the level of fishery management that meets IFFO RS's guidelines for responsible fishing. An assessment of the fishery based on this benchmark will be used to form the first Action Plan.
  - iii. Accept the assistance and follow the recommendations proposed by an expert and independent NGO (SFP, <https://www.sustainablefish.org/>) in order to make the program and its actions credible.
  - iv. Jointly formulate the objectives, direction and measures of the FIP set up by a dedicated consultant, Pierre Freon, who is an internationally recognized expert for small pelagic fisheries. He worked with Mauritanian, Moroccan and Peruvian fisheries among others.
  - v. Each party shall :

- a Cooperate with the consultants and stakeholders in the fishing industry necessary for the implementation of the FIP.
- b Regularly attend telephone meetings to coordinate FIP activities.
- c Participate at least once a year in physical meetings to discuss current issues, improvement activities and ongoing programs.
- d Keep confidential any activity considered "trade secret"
- e Obtain commitment and influence suppliers and other stakeholders when they can be involved in the Project.
- f Require that the improvement actions identified in the FIP work plan are initiated or monitored by the appropriate stakeholders.

b) Funding:

- i. An accountability of the Project is hold by OLVEA who initiate the beginning of the Project.
- ii. All cost already engaged were spread in-between active sponsors.
- iii. Future financial needs will be identified and a financing plan will be proposed in collaboration with all stakeholders.

#### **4. Negotiations**

The Parties shall negotiate in good faith on or before \_\_\_\_ [date] the terms and conditions of a possible contractual agreement with respect to the Project which reflects the principles set out in the points contained in Article 3 above.

#### **5. Confidentiality**

Either Party will keep the existence and contents of this Letter of Intent and all confidential information disclosed by the other Party 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.

#### **6. 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.

## **7. Parties' Costs and Expenses**

Each Party hereto shall bear its own cost and expenses including any fees for attorneys' fees and the like.

## **8. Administration:**

1. Each Party may propose amendments to this MOU at any time. 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.