

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MoU”) is entered into force on 18 January 2024. between:

The Zanzibar Fisheries and Marine Resources Research Institute of Zanzibar, the United Republic of Tanzania of 26 Malawi Road Maruhubi, 70473 Mjini Magharibi (P.O. BOX 2789, Zanzibar–Tanzania) (hereinafter referred to as the “ZAFIRI”)

AND

Ethical Seafood Research Ltd., a limited company, based at 20-23 Woodside Place, Glasgow, G3 7QL, United Kingdom (hereinafter referred to as the “ESR”)

ZAFIRI and ESR are referred to hereinafter individually as “Party” and jointly as the “Parties”.

CONSIDERING the mutual interest of the Parties in Cooperation on the Development of a Sustainable and Ethical Aquaculture in Zanzibar.

RECOGNISING the need to develop further close cooperation between the Parties in areas of common interest and wishing to promote and strengthen such cooperation.

NOW, THEREFORE, THE PARTIES DO HEREBY AGREE AS FOLLOWS:

ARTICLE ONE OBJECTIVES

The purpose of this MoU is to establish a framework for cooperation among the parties involved in the development of a sustainable and ethical aquaculture in Zanzibar, which aims to:

- Provide a common vision and strategic direction for the development of the aquaculture sector in Zanzibar in line with the blue economy principles and objectives.
- Address the key challenges and opportunities for aquaculture development in Zanzibar, such as market access, climate change, environmental sustainability, social inclusion, innovation, etc.
- Promote best practices and standards for animal welfare, environmental protection and social responsibility in aquaculture.
- Enhance resilience and adaptation to climate change and other risks in aquaculture.
- Support innovation, research and development for aquaculture technologies and products.

- Improve access to quality inputs, infrastructure, markets and finance for aquaculture operators.
- Diversify and value addition to aquaculture products and services.
- Strengthen monitoring, control and surveillance systems for quality assurance, traceability and certification in aquaculture.
- Empower women, youth and vulnerable groups in aquaculture value chains.
- Create decent employment and livelihood opportunities in aquaculture.
- Enhance capacity building, extension and education for aquaculture stakeholders.

ARTICLE TWO

MUTUALITY

This MoU is based on the understanding that the missions, aims and objectives of the Parties are similar, mutually supportive and largely compatible. However, it is also recognised that each Party maintains complete discretion to adopt and pursue its own internal policies and procedures and maintains its independence and autonomy in all operations and public affairs.

ARTICLE THREE

SCOPE

The scope of this MoU covers the following activities:

- Conducting a situational analysis of the status and trends of aquaculture production in Zanzibar, as well as the strengths, weaknesses, opportunities and threats (SWOT) analysis of the aquaculture sector.
- Explore important issues and strategies for aquaculture development and management in Zanzibar.
- Strengthening legal and institutional frameworks for aquaculture governance and improvement in Zanzibar.
- Developing a monitoring and evaluation system with roles, responsibilities and mechanisms for tracking progress and measuring impact of aquaculture in Zanzibar.
- Developing and implementing programs to engage youth and disadvantaged groups in aquaculture value chain in Zanzibar.

ARTICLE FOUR AREAS OF COLLABORATION

The Parties agree to conduct cooperation in the following areas:

- (a) Development of a Sustainable and Ethical Aquaculture in Zanzibar.
- (b) Awareness and education on Sustainable and Ethical Aquaculture in Zanzibar.
- (c) Promotion of Sustainable and Ethical Aquaculture in Zanzibar.
- (d) Value addition across the Aquaculture value chain for Sustainable and Ethical Aquaculture in Zanzibar.
- (e) Capacity building for a Sustainable and Ethical Aquaculture in Zanzibar.
- (f) Market exploration and access for the Sustainable and Ethical Aquaculture products from Zanzibar.

ARTICLE FIVE OBLIGATIONS OF THE PARTIES

5.1 ZAFIRI OBLIGATIONS

The obligations of ZAFIRI shall be:

- Provide data and information on aquaculture production, consumption, research and innovation in Zanzibar.
- Jointly work with ESR and provide necessary support for aquaculture development in Zanzibar.
- Coordinate with ESR the engagement of stakeholders in Aquaculture programs.
- Liaise with the Ministry of Blue Economy and Fisheries of the Revolutionary Government of Zanzibar to strengthening legal and institutional framework for aquaculture development in Zanzibar.

5.2 ESR OBLIGATIONS

The obligations of ESR shall be:

- To mobilise funds to support activities agreed in this MoU.
- Provide technical expertise and guidance on sustainable and ethical aquaculture development.
- Coordinate with ZAFIRI on the development of aquaculture in Zanzibar.
- Provide technical expertise on aquaculture research and development.

**ARTICLE SIX
EFFECTIVENESS AND DURATION**

This MoU shall become effective immediately after the Parties put their signatures to this MoU and shall remain in force for a period of five (5) years, unless earlier terminated subject to article Ten and Eleven of this MoU.

**ARTICLE SEVEN
FINANCIAL ARRANGEMENT**

This MoU is a mutual collaboration between the Parties and should not be a commitment of funds.

The resources contribution required for the cooperation from all parties shall be discussed and agreed upon by all parties involved in individual projects related to this agreement.

**ARTICLE EIGHT
CONFIDENTIALITY**

8.1 The Parties agree, where necessary or appropriate, to maintain the confidentiality of all proprietary, confidential or non-public information of the other Party in any form, including, without limitation, information about their respective business plans, strategies, finances, property, business practices and relationships, existing and proposed programs, systems, methods of operations, marketing plans, funding sources, personnel matters, operating procedures, organisational responsibilities and research and development activities (a "Party's Confidential Information") which is obtained or received as a result of the activities conducted under this MoU. Each Party will use a Party's Confidential Information solely for the purpose for which it is provided under this MoU.

8.2 Neither Party may disclose the other Party's Confidential Information without prior written consent unless otherwise required to do so under applicable law, and in such case with prior notification to the Party.

**ARTICLE NINE
INTELLECTUAL PROPERTY**

9.1 The protection of intellectual property rights (IPR) shall be enforced in conformity with the respective national laws, rules and regulations of the Parties and with other international agreements signed by the Parties.

9.2 The use of the name and logo of any of the Parties on any conjoint publication, document and /or paper is not allowed without the prior written approval of either Party.

9.3 Notwithstanding anything in paragraph above, the IPR in respect of any technological development, products and services development, carried out:

- (a) Jointly by the Parties or research results obtained through the joint activity effort of the Parties shall be jointly owned by the Parties in accordance with terms to be mutually agreed upon; and
- (b) Solely and separately by the Party or the research results obtained through the sole and separate effort of the Party, shall be solely owned by the Party concerned.

**ARTICLE TEN
REVIEW, AMENDMENT AND TERMINATION**

10.1 Either Party may terminate this MoU at any time for any reason, and this MoU may be amended upon written and signed agreement by the Parties, with two (2) months written advance notification to the other.

10.2 This MoU will be reviewed after every two years or when the need arises.

**ARTICLE ELEVEN
FORCE MAJEURE**

Neither Party will be liable for failure to fulfil an obligation under this MoU so long as and to the extent that fulfilling the obligation is prevented or delayed because of an event of force majeure. Promptly upon becoming aware of an event of force majeure, the affected Party will give the other Party written notice of details of the event, estimated time the event will continue (if possible), and other information reasonably requested.

If such notice is given, then delay in performance resulting from the event will not be deemed a breach of this MoU or of any project-specific addendum and the period for performance of the obligation prevented by the event will be extended accordingly. Notwithstanding the foregoing, if the event of force majeure results in a Party's performance of a material obligation being delayed for 60 or more days, the other Party will have the right to terminate this MoU immediately on written notice. The Parties will cooperate in efforts to minimise any impact of any event of force majeure.

**ARTICLE TWELVE
ACKNOWLEDGEMENT**

12.1 The Parties prohibit making corrupt payments to any official or having transactions with and providing material support or resources to individuals or groups that engage in or support acts of terror.

12.2 Each Party hereby represents and warrants that:

- (a) It does not engage in or support, directly or indirectly, acts of terror.
- (b) It will continue to implement, reasonable monitoring and oversight to assure the continuing truth of these representations.

**ARTICLE THIRTEEN
DISPUTE SETTLEMENT**

The dispute resolution clauses for the cooperation are as follows:

- The parties will endeavour to resolve any disputes or disagreements arising from or related to this MoU amicably through dialogue and consultation.
- If a dispute or disagreement cannot be resolved by the parties within 60 days, they may refer the matter to a third-party mediator or arbitrator as mutually agreed upon.
- If a dispute or disagreement cannot be resolved by mediation or arbitration, the parties may seek legal recourse in accordance with the applicable laws and regulations.

**ARTICLE FOURTEEN
NON-BINDING EFFECT**

14.1 This MoU is non-binding and shall not restrict the activities of either Party. Either Party may enter into and perform other agreements with similar or related purposes with other entities.

14.2 The failure of any Party to enforce any of the provisions hereof shall not be construed to be a waiver of the right of such Party thereafter to enforce such provisions.

**ARTICLE FIFTEEN
GOVERNING LAW**

The provisions of this MoU shall be governed by the Laws of Zanzibar and the United Republic of Tanzania.

ARTICLE SIXTEEN
LANGUAGE AND AUTHENTICITY

This MoU is prepared and signed in English Language in two original texts, all being equally authentic with one such text retained by each Party.

ARTICLE SEVENTEEN
NOTICE

Any notice given by one Party to the other pursuant to this MoU will be sent to the other Party in writing or by cable, telefax, fax mail and shall be confirmed in writing to the other Party address specified herein:

For ZAFIRI:

Director General,
The Zanzibar Fisheries and Marine Resources
Research Institute, Ministry of Blue Economy
and Fisheries of Zanzibar, the United
Republic of Tanzania
P.O. BOX 2789
Maruhubi – Zanzibar
Tel:
Email: info@zafiri.go.tz
dg@zafiri.go.tz

For ESR:

Director,
Ethical Seafood Research (ESR),
20-23 Woodside Place
Glasgow
G3 7QL
United Kingdom
Tel:
Email: hello@ethicalseafoodresearch.com

A notice shall be effective when delivered or on the notice effective dates.

IN WITNESS WHEREOF, the Parties hereto have caused this MoU to be executed by its duly authorised representatives on the respective dates entered below.



Dr. Zakaria A. Khamis

Director General,
Zanzibar Fisheries and Marine Resources
Research Institute
Zanzibar



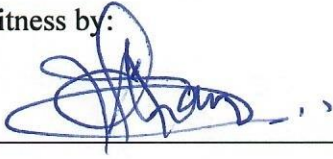
Dr. Wasseem Emam

Director,
Ethical Seafood Research (ESR),
Glasgow, United Kingdom

Date: 20TH FEBRUARY 2024

Date: 9th February 2024

Witness by:



Witness by: Abdulrahman Banisheyba



Date: 20TH FEBRUARY, 2024

Date:09th February, 2024.....