

GUATEMALAN MAHI-MAHI FISHERY IMPROVEMENT PROJECT

FRAMEWORK COLLABORATION AGREEMENT

This Framework Collaboration Agreement is entered into by **INCREDIBLE FISH**, hereinafter **INCREDIBLE**, with domicile in 7560 NW 43rd Miami, FL 33166, USA, represented by Mr. Tim Lycke; **SEA DELIGHT, LLC** via its Sea Delight Ocean Fund, hereinafter SDOF, with domicile in 8195 NW 67th ST, Miami FL, 33166,USA, represented by Eugenio Sanchez and Mrs. Adriana Sánchez-Lindsay respectively; **TASTY SEAFOOD CO.**, with domicile in 13 Marconi Lane, Marion, MA 02738,USA, hereinafter **TASTY**, represented by Mr. Peter Levine; **STAVIS SEAFOODS INC.**, with domicile in 212 Northern Ave. Suite 305 Boston, Mass 02210, hereinafter **STAVIS**, represented by Mr. Richard Stavis; **SOUTHERN FISHERIES**, with domicile in 13335 SW 124th Street Miami FL 33186, hereinafter **SOUTHERN**, represented by Mr. Domingo Moreira; **PESCA S.A.** with domicile in Calzada Aguilar Batres35-35 zone 12 Guatemala city, hereinafter **PESCA S.A.**, represented by Dr. Alvaro Barcarcel; **PAMYPA** with domicile in Carretera a Santa Catalina Pinula, Bodega San Remo No. 2, Guatemala city, hereinafter **PAMYPA**, represented by Gerardo Saldaña; **INDUSTRIA TIBURONERA MAR DE CRISTAL, S.A.** hereinafter **MAR DE CRISTAL, S.A.**, with domicile in Aldea Buena Vista Km 115 Iztapa, Escuintla, Guatemala, represented by Flor de Maria Zarceño; **PROCESOS PUERTO ALTO S.A.** hereinafter **PUERTO ALTO** with domicile in Acatán Street 19-83 zone 16,Santa Rosita, Guatemala city, represented by Edgar Justino Ovalle Maldonado **INDUSTRIA PESQUERA SAMARITANA S.A.** hereinafter **SAMARITANA** with domicile in Barrio Embarcadero, Puerto de San José, Escuintla, represented by Thelma Hernández; **FEDERACION NACIONAL DE PESCADORES ARTESANALES DE GUATEMALA**, hereinafter **FENAPESCA** with domicile in Barrio El Laberinto, La Hielera, Puerto de San José , Escuintla, represented by Oscar Gabriel Marroquín Valladares; and the **CENTRE FOR DEVELOPMENT AND SUSTAINABLE FISHERIES**, hereinafter **CEDEPESCA**, with domicile in Edificio Jardines de Vista Hermosa PBF, Panama City, Panama, represented by Mr. Ernesto Godelman.

This Framework Collaboration Agreement will be governed by the following principles:

First: It is mutually agreed that **INCREDIBLE**, **SDOF**, **TASTY**, **STAVIS**, **SOUTHERN**, **PAMYPA**, **PESCA S.A.**, **MAR DE CRISTAL, S.A.**, **PUERTO ALTO**, **SAMARITANA**,

FENAPESCA and CEDEPESCA will promote the development of joint projects, technical works, exchange of information, capacity-building and training, as well as any other kind of collaboration aiming to achieve, for the Guatemalan mahi-mahi longline artisanal fishery that takes place in Guatemalan Pacific waters, a certifiable status against the Marine Stewardship Council standard.

Second: In view of scheduling, organizing and coordinating activities that stem from the present Framework Collaboration Agreement, when INCREDIBLE, SDOF, TASTY, STAVIS, SOUTHERN, PESCA S.A., PAMYPA, MAR DE CRISTAL, S.A., PUERTO ALTO, SAMARITANA, FENAPESCA and CEDEPESCA agree to designate a coordinator that will represent each one of the Parties. Through the coordinators, any of the institutions may launch proposals for activities within the scope of this Agreement.

Third: Actions that result from this Framework Collaboration Agreement should be implemented according to Specific Agreements where details for each workplan will be set to accomplish the goals of such plans, as well as the potential economic resources that may be needed and those responsible for each activity.

Fourth: Participation in the present Framework Collaboration Agreement is no obstacle for any of the signing parties to enter into similar agreements with other institutions or entities interested in sharing similar goals.

Fifth: INCREDIBLE, SDOF, TASTY, STAVIS, SOUTHERN, PESCA S.A., PAMYPA, MAR DE CRISTAL, S.A., PUERTO ALTO, SAMARITANA, FENAPESCA and CEDEPESCA will maintain in their relations the highest spirit of cooperation, bearing in mind that the purpose of this Agreement is of common interest to each party. Therefore, the tasks developed within the scope of this Agreement should constitute a positive example of inter-institutional collaboration.

Sixth: This Framework Collaboration Agreement will have a term of one (1) year, from the date of the signature of the signing parties, and will be considered as extended automatically for one (1) more year, if one (1) month before its deadline none of the parties declares itself against it. However, any of the parties may terminate, at any times the

Framework Collaboration Agreement, by means of written communication to the others, at least one (1) month in advance.

Seventh: The parties agree and accept the following:

The expenses that will be incurred as a result of the actions agreed upon in Specific Agreements will be timely covered by INCREDIBLE, SDOF, TASTY, STAVIS, SOUTHERN, PESCA S.A., PAMYPA, MAR DE CRISTAL, S.A. , PUERTO ALTO and SAMARITANA (and whichever new parties that enter the Agreement afterwards). In addition:

- a) CEDEPESCA will provide general advice and coordination in order to put in place the Fisheries Improvement Project (FIP) for the fisheries aforementioned at point First.
- b) To fulfill its commitment, CEDEPESCA will maintain meetings with industry representatives and other stakeholders in Guatemala and USA to encourage them to participate in the determination of goals and of improvement actions such as the design of the workplan, a gap analysis against the MSC standard and all relevant activities.
- c) INCREDIBLE, SDOF, TASTY, STAVIS and SOUTHERN (and any other party that enters the agreement afterwards) will encourage their suppliers in Guatemala to become an active participant of the FIP.
- d) PESCA S.A., PAMYPA, MAR DE CRISTAL, S.A., PUERTO ALTO, SAMARITANA, FENAPESCA and CEDEPESCA will work with the local supply chain and other stakeholders in Guatemala to encourage their active participation in the FIP.
- e) FENAPESCA will actively participate of data collection activities and other activities that encourage participation from fishers and other stakeholders in the FIP.
- f) CEDEPESCA will track the development of the FIP and communicate its progress through a public report.

Eight: The FIP activities approved by the Parties will be described in summary within an annual workplan and quarterly reports will be made public through the FIP webpage at CEDEPESCA's website and in any other websites that would accept a link to the report. The content of the annual workplan that is to be made public at CEDEPESCA's website will be first approved by the parties. Parties to this Agreement are encouraged to

offer links to the FIP webpage at CEDEPESCA's website in all public policy declarations that arise from the FIP and of any other information as agreed by all parties.

Ninth: Admission of new FIP participants will be accepted by consensus of all Parties, being determined for each case the conditions for such admission. By virtue of joining the FIP, the participants acknowledge the terms of this Framework Agreement.

Tenth: The legal domiciles of the parties are the ones mentioned here above. This Agreement will be governed and constructed in accordance with the laws of the Republic of Guatemala and of the State of Florida (USA). In the event of any legal claim that may arise between the Parties as a result of the present Framework Collaboration Agreement, all hereby renounce to any other law jurisdiction or court that may be related to them. Any actions involving a party domiciled in the USA may only be litigated in the State of Florida

This Agreement is signed in thirteen (13) originals of equivalent legal value at the cities of Guatemala (Guatemala) and Miami (Florida, USA).

[Two signature pages follow].

Incredible Fish

Name: Tim Lycke
Position: President
Date:

Sea Delight Ocean Fund, Inc.

Name: Adriana Sánchez-Lindsay
Position: President
Date:

Tasty Seafood

Name: Peter Levine

Position: Owner
Date:

STAVIS SEAFOODS INC.

Name: Richard Stavis

Position: Owner
Date:

Southern Fisheries

Name: Domingo Moreira
Position: President
Date:

PESCA S.A.

Name: Dr Alvaro Barcarcel
Position: Director
Date:

Pamypa

Name: Gerardo Saldaña
Position: Legal representative
Date:

Industria Pesquera Samaritana S.A.,

Name: Thelma Hernández
Position: Legal representative
Date:

[Second signature page follows].

**Industria Tiburonera Mar.
de Cristal S.A**

Name: Flor de Maria Zarceño

Position: General Manager

Date:

Procesos Puerto Alto S.A.

Name: Edgar Justino Ovalle
Maldonado

Position: General Manager

Date:

Sea Delight, LLC

Name: Eugenio Sánchez

Position: President

Date:

**Federación Nacional de Pescadores
Artesanales de Guatemala -
FENAPESCA**

Name: Oscar Gabriel Marroquín

Position: Legal representative

Date:

**Centro Desarrollo y Pesca Sustentable –
CEDEPESCA**

Name: Ernesto Godelman

Position: President

Date: