

## **ARGENTINA FLATHEAD – BOTTOM TRAWL FIP FRAMEWORK AGREEMENT**

This Framework Agreement is entered into by **Simplot Australia Pty. Ltd.**, hereinafter referred to as Simplot, with domicile in Chifley Business Park, 2 Chifley Drive, Mentone Victoria 3194, Australia, represented by Tim Bower; **Pacific West Foods Australia Pty. Ltd.**, hereinafter referred to as Pacific West, with domicile in 3 Trent Road, North Rocks, NSW 2151, Australia, represented by Paul McGreevy; and **Centro Desarrollo y Pesca Sustentable**, hereinafter referred to as CeDePesca, with domicile in Edificio Jardines de Vista Hermosa, PB-F, Panama City, Panama, represented by Ernesto Godelman.

The Parties acknowledge and agree to the following:

**First:** Simplot received the final results of the Pre-Assessment for the Argentina flathead (*Percophis brasiliensis*) – bottom trawl fishery in June 2022. The Pre-Assessment was delivered by CeDePesca in accordance with the Memorandum of Understanding signed between Simplot and CeDePesca on 20 July 2022. The main results of the pre-assessment and a proposal for an Action Plan, including its contents and scope, were discussed and agreed by Simplot and Pacific West in meetings occurred between July and September 2023.

**Second:** Having discussed the aforementioned documents, Simplot, Pacific West and CeDePesca (hereinafter, FIP partners) have agreed to set up and implement a Fishery Improvement Project (FIP) for the Argentina flathead (*Percophis brasiliensis*) – bottom trawl fishery. The FIP will be implemented following the Conservation Alliance for Seafood Solutions guidelines for the implementation of FIPs.

**Third:** The FIP's ultimate objective is to achieve a certifiable status against the MSC standard for the Argentina flathead – bottom trawl fishery in five years. To this end, FIP partners will promote and develop technical works, training and capacity-building activities, and will exchange information with the aim of achieving and maintaining such status.

**Fourth:** Actions that result from this Framework Agreement shall be implemented according to one or more separately agreed upon Specific Agreement/s. Each Specific Agreement will contain the details of an Action Plan and, if applicable, any amends, as well as a description of the budget necessary for the execution of related tasks.

**Fifth:** In view of scheduling, organizing and coordinating activities that stem from this Framework Agreement, each FIP partner will appoint a coordinator. Through the coordinators, FIP partners may launch proposals for activities within the scope of this Framework Agreement.

**Sixth:** FIP partners will determine by unanimity the admission of new FIP participants and conditions for their adhesion as FIP partners will be determined in a case-by-case basis. By virtue of joining the FIP, new FIP partners acknowledge the terms of this Framework Agreement and of any Specific Agreements in place at the time of their adhesion to the FIP.

**Seventh:** FIP partners agree and accept the following distribution of duties:

- a) The expenses that will be incurred as a result of the actions agreed upon in Specific Agreements will be timely covered by Simplot and Pacific West (and any other parties subsequently joining).
- b) CeDePesca will fulfill the role of FIP Coordinator, and shall provide advice, general scoping and general coordination in order to put in place the FIP for the fishery aforementioned at Point Second.
- c) Simplot and Pacific West (and any other parties subsequently joining) will work with the local supply chain and with other stakeholders in Argentina and Uruguay to encourage active participation in the FIP.
- d) CeDePesca will track the development of the FIP and communicate launching and advances through biannual public reporting at [FisheryProgress.org](https://fisheryprogress.org).
- e) CeDePesca will develop and maintain a FIP public report on its website to complement progress reports.
- f) All FIP partners are encouraged to provide links to the FIP profile at [FisheryProgress.org](https://fisheryprogress.org) and to the FIP public report at the CeDePesca website, in their public policy statements made in connection with the FIP and to other information as agreed by FIP partners.

**Eighth:** FIP partners will maintain in their relations the highest spirit of cooperation, bearing in mind that the purpose of this Framework Agreement is of common interest to each. Therefore, all tasks to be developed in the context of this Framework Agreement should be a positive example of effort cooperation.

**Ninth:** The signature of this Framework Agreement shall not be interpreted as an obstacle for any of the signing parties to enter into similar agreements with other institutions or entities interested in sharing common goals.

**Tenth:** This Framework Agreement will have a validity of five years from the date it is executed, and will be considered as extended automatically and indefinitely for successive periods of one year if none of the FIP partners have delivered to the other FIP partners a written notice at least three months prior to the expiration date stating their intent not to renew this Framework Agreement. However, any of the FIP partners may terminate this Framework Agreement anytime upon at least three months prior written notice to the other FIP partners.

**Eleventh:** Non-compliance with clauses related to financial contributions as set in the Framework Agreement and standing Specific Agreements will result in automatic removal of the non-compliant FIP partner if the issue is not addressed within 30 days of receiving written electronic notice by the FIP Coordinator.

**Twelfth:** The legal domicile of each of the FIP partners is mentioned here above. This Framework Agreement and all legal actions arising out of or connected to it, will be governed, construed and enforced in accordance with the laws of the Autonomous City of Buenos Aires, Argentina, without giving effect to its choice of law principles. Any action brought in connection with this Framework Agreement shall be brought in the federal or state courts located in the Autonomous City of Buenos Aires, Argentina, and the parties hereto hereby irrevocably consent to the jurisdiction of such courts. In the event of a legal claim that may arise between the parties as a result of this Framework Agreement, each party hereby renounces such party's claim to any other law or court that may be related to such party.

This Framework Agreement is signed in originals of equivalent legal value.

**Agreed by:**

**On behalf of  
Simplot**



Tim Bower  
Procurement Senior Category Manager

**On behalf of  
Pacific West**



Paul McGreevy  
Group General Manager

**On behalf of  
CeDePesca**



Ernesto Godelman  
Executive Director

**SIGNATURE CERTIFICATE**



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**TRANSACTION DETAILS**

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**SIGNERS**

SIGNER	E-SIGNATURE	EVENTS
<p><b>Name</b> Paul McGreevy</p> <p><b>Email</b> paulmc@pacificwest.com.au</p> <p><b>Components</b> 1</p>	<p><b>Status</b> signed</p> <p><b>Multi-factor Digital Fingerprint Checksum</b> 6877e01becac3911b74e8cfaa28a7dc848f8c00665e11ad2d1eddab60fec23fe</p> <p><b>IP Address</b> 27.213.71.40</p> <p><b>Device</b> Chrome via Windows</p> <p><b>Drawn Signature</b> </p> <p><b>Signature Reference ID</b> 1F33DC1C</p> <p><b>Signature Biometric Count</b> 1</p>	<p><b>Viewed At</b> 10/28/2023 22:04 EDT</p> <p><b>Identity Authenticated At</b> 10/28/2023 22:07 EDT</p> <p><b>Signed At</b> 10/28/2023 22:07 EDT</p>
<p><b>Name</b> Tim Bower</p> <p><b>Email</b> tim.bower@simplot.com</p> <p><b>Components</b> 1</p>	<p><b>Status</b> signed</p> <p><b>Multi-factor Digital Fingerprint Checksum</b> 4469a3b1296e9a9000a085c37fc0146fd260fb372ed8caa0734114f66e197816</p> <p><b>IP Address</b> 112.141.53.196</p> <p><b>Device</b> Mobile Safari via iOS</p> <p><b>Typed Signature</b> </p> <p><b>Signature Reference ID</b> 2DB6AB64</p>	<p><b>Viewed At</b> 10/27/2023 17:47 EDT</p> <p><b>Identity Authenticated At</b> 10/27/2023 17:49 EDT</p> <p><b>Signed At</b> 10/27/2023 17:49 EDT</p>

SIGNER	E-SIGNATURE	EVENTS
<b>Name</b> Ernesto Godelman	<b>Status</b> signed	<b>Viewed At</b> 10/27/2023 10:51 EDT
<b>Email</b> ernesto.godelman@cedepesca.net	<b>Multi-factor Digital Fingerprint Checksum</b> ddf0eccbe955522921d06242b6172069bb9de96095474dcb02d8265ea53102eb	<b>Identity Authenticated At</b> 10/27/2023 10:51 EDT
<b>Components</b> 1	<b>IP Address</b> 186.136.235.15	<b>Signed At</b> 10/27/2023 10:51 EDT
	<b>Device</b> Firefox Mobile via Android	
	<b>Drawn Signature</b> 	
	<b>Signature Reference ID</b> D16E08AD	
	<b>Signature Biometric Count</b> 1	

## AUDITS

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10/27/2023 10:50 EDT	Ernesto Godelman (ernesto.godelman@cedepesca.net) was emailed a link to sign.
10/27/2023 10:50 EDT	Paul McGreevy (paulmc@pacificwest.com.au) was emailed a link to sign.
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