**FIP Participant Agreement Template/Example**

[Insert FIP participant logos]

**Fishery Improvement Project**

**FRAMEWORK AGREEMENT**

This Framework Agreement for Cooperation (hereinafter referred to as the “Agreement”) is entered into by and between the parties shown here.

Organization #1, with domicile in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, represented by \_\_\_\_\_\_\_\_\_\_\_\_, Organization #2, with domicile in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, represented by \_\_\_\_\_\_\_\_\_\_\_\_, and Organization #3, with domicile in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, represented by \_\_\_\_\_\_\_\_\_\_\_\_, each of which are “Participating Entities”

This Framework Agreement will be governed by the following principles:

**First**: It is mutually agreed that Participating Entities will promote the development of a Fishery Improvement Project (FIP), including technical works, and exchange of information, training, as well as any other type of cooperation that has an aim to achieve and maintain the fishery.

**Second**: In view of scheduling, organizing, and coordinating activities that stem from this Framework Agreement, each of the Participating Entities will appoint a coordinator that will represent such party. Through the coordinators, any of the Participating Entities may launch proposals for activities within the scope of this Framework Agreement.

**Third**: Actions that result from this Framework Agreement will be implemented according to one or more separately agreed upon agreements (each such agreement hereinafter referred to as a “Specific Agreement”), establishing the details of each workplan, so as to guarantee the achievement of the goals of such plans, as well as the potential economic resources that may result from such agreements and those responsible for each activity.

**Fourth**: The signature of this Framework Agreement should 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.

**Fifth**: The Participating Entities will determine by unanimity the admission of new FIP participants. By virtue of joining the FIP, the participants acknowledge the terms of this Framework Agreement.

**Sixth**: Participating Entities will maintain in their relations the highest spirit of cooperation, bearing in mind that the purpose of this Framework Agreement is to benefit the activities of each one of the parties. Therefore, the task to be developed should be an example of cooperative effort.

**Seventh**: This Framework Agreement will have a validity of one (1) year from the date of the signature of each one of the signing parties, and will be considered as extended automatically for an additional year if none of the parties shall have delivered to the other parties a written notice at least three (3) months prior to the expiration of the initial one-year term stating such party’s intent not to renew this Framework Agreement. However, any of the parties may terminate this Framework Agreement upon at least three (3) months prior written notice to the other parties.

**Eighth**: The parties agree and accept the following distribution of duties:

1. The expenses that will be incurred as a result of the actions agreed upon in Specific Agreements will be covered in a timely manner by the Participating Entities (and any other parties subsequently joining)
2. \_\_\_\_\_ will provide advice on general scoping and technical coordination in order to put in place a Fishery Improvement Project (FIP) for the fisheries aforementioned at Point First.
3. \_\_\_\_\_ will track the development of the FIP and communicate launching and advances to its associates in importer markets.

**Ninth**: The activities of the FIP, as approved by the Parties, will be described in summary in an annual workplan and quarterly updates will be made public on the FIP website page(s) on the \_\_\_\_\_\_ website. The content of the annual workplan material disclosed on the \_\_\_\_\_\_\_ website will be approved by the Parties and by \_\_\_\_\_. Each participant is encouraged to provide links to the FIP webpage on the \_\_\_\_\_\_ website, to all of its public policy statements made in connection with the FIP, and to other information as agreed by all Parties.

**Tenth**: No company can use the \_\_\_\_\_ logo or name without \_\_\_\_\_\_’s prior approval in writing.

**Eleventh**: The legal domicile of each of the parties is mentioned here above. This Framework Agreement and all legal actions arising out of or connected to this Framework Agreement will be governed, construed and enforced in accordance with the laws of \_\_\_\_\_\_\_\_, 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 \_\_\_\_\_\_\_\_\_, 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.

The Agreement is signed in originals of equivalent legal value, in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_,\_\_\_\_\_\_\_\_\_\_\_\_\_, and, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

Agreed by:

|  |  |
| --- | --- |
| On behalf of | On behalf of |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  By:  Title:  Date: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  By:  Title:  Date: |
| On behalf of | On behalf of |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  By:  Title:  Date: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  By:  Title:  Date: |