

**Letter of Co-operation between**  
**IFOP and Cefas**

**THIS Letter of Co-operation** is made and entered into force as of this day of 28<sup>th</sup> March 2006 and does not form a legally binding agreement.

**BETWEEN:**

- (1) Instituto de Fomento Pesquero (Institute for the Promotion of Fishing) Blanco 839, Valparaíso, Chile "**IFOP**".
- (2) The Secretary of State for Environment, Food and Rural Affairs of Nobel House, 17 Smith Square, London, SW1P 3JR acting through the Centre for Environment, Fisheries and Aquaculture Science, Lowestoft Laboratory, Pakefield Road, Lowestoft, Suffolk, NR33 0HT, UK "**Cefas**".

**RECITALS**

- (A) IFOP is a non-profit organisation supporting sustainable development of the Chilean national fisheries sector, providing technical and scientific support to the evaluation, conservation and regulation of the fisheries and aquaculture industries and small scale fisheries and aquaculture.
- (B) Cefas is an executive agency of the UK Government Department for Environment, Food and Rural Affairs (Defra) and is a multi-disciplinary scientific research and consultancy center providing services in fisheries management, environmental monitoring and aquaculture to governmental, international and private organizations worldwide.

**THE PARTIES AGREE THAT:**

1. They are willing to undertake joint efforts to collaborate for the submission and implementation of research projects and the provision of consulting services in areas of common interest.
2. IFOP will be the strategic partner of CEFAS in Chile and CEFAS will be the strategic partner of IFOP in the UK in order to take advantage of funding sources and opportunities for fisheries and aquaculture services.
3. The parties express their intention to cooperate under the conditions of this Letter of Co-operation in order to tender for and fulfill the requirements of any joint projects. Pre-existing intellectual property and know-how shall remain the absolute unencumbered property of the owner of such rights. Neither party shall make any representation or do any act which may be taken to indicate that it has any right, title or interest in or to the ownership or use of any of the pre-existing intellectual property and know how of the other party, and each party acknowledges that nothing contained in this agreement shall give it any right, title or interest in or to the pre-existing intellectual property know-how of the other party.



4. In order to regulate the relationships that may be establish between parties as a consequence of activities that could emerged from this letter of co-operation, each specific joint activity that may occur will be established by specific agreements, specifying the scientific, technical, financial and administrative responsibilities of each party.
5. In case of dispute between the parties arising out of or in connection with this Agreement, the Parties shall first endeavor to settle it amicably. All disputes arising in connection with this Agreement, which cannot be settled shall be finally settled by arbitration under the rules of conciliation and arbitration of the International Chamber of Commerce.

Signed for and on behalf of  
IFOP

Mr Guillermo Moreno  
Executive Director  
Instituto de Fomento Pesquero



Signed for and on behalf of the Secretary  
of State for Environment Food and Rural  
Affairs

Dr Stephen Irving  
Cefas Weymouth Laboratory

*Steph* 7.4.2006

*fil*

IFOP/2006/PGE/352/DIR/  
Valparaíso, 18 de mayo de 2006



Dr.  
Stephen Irving  
CEFAS Weymouth Laboratory  
Lowestoft Laboratory,  
Pakefield Road, Lowestoft,  
Suffolk, NR33 0HT  
United Kingdom


Estimado Mr. Irving:

Adjunto, tengo el agrado de remitir a usted, un ejemplar del Convenio de Cooperación suscrito entre IFOP y CEFAS, el cual se encuentra debidamente firmado por el suscrito.

Sin otro particular, le saluda cordialmente.

  
Guillermo Moreno Paredes  
Director Ejecutivo



  
Dir. ✓  
DIA  
PGE  
FIN  
Crono