

Global Octopus Supply Chain Roundtable (GO SR) 2024 Workplan and Participant Overview

This document provides an overview of the 2024 workplan for the GO SR, the activities that the SR participants and SFP will undertake this year, and expectations of SR participants.

PARTICIPATION

SFP Supply Chain Roundtables (SRs) are created within seafood sectors and act to encourage the formation and effective performance of improvement efforts that supply specific market niches.

The Roundtables:

- Identify, in priority order, fisheries in regions where new improvement efforts need to be initiated
- Encourage the formation and efficient operation of improvements efforts (i.e. FIPs) in their specific sector
- Evaluate and support progress of FIPs that are linked to the Roundtable
- Maximize the efficiency of improvement efforts, identifying the common needs of different fisheries, sharing resources/expertise, and avoiding duplication
- Promote responsible value chains, encouraging companies to develop responsible policies and implement better procurement practices.

Current SR participation, useful information, and current/historical work can be found on the [SFP website](#).

What does the GO SR not do?

The GO SR does not certify fisheries. The decision to certify a fishery under any fisheries sustainability standard is a commercial/marketing decision that must be assessed by companies in response to their own needs.

What is the role of Sustainable Fisheries Partnership (SFP)?

- Provide secretariat, coordination, and administration of the group
- On a quarterly basis, review expenses and present potential projects or activities that may need funding for approval
- Offer technical advice
- Search for sources of financing external to the group.

Who can participate?

Suppliers, processors, and importers of octopus in any geography. Current [confirmed participants](#) are listed on the SFP website.

Participant commitments

Companies that choose to participate in the GO SR commit to:

1. Actively work on initiatives of interest (see General SR support expectations section below)
2. Be publicly listed on the SFP website as a supporter of the GO SR
3. Contribute financially to the SR. The current initial contribution is USD 5,000; the 2024 annual contribution is USD 1,500.
4. Agree on and approve the SR workplan and complete and update the SR Participation Form (Annex I) on an annual basis.¹

New applicant companies must apply for admission via email to the current SFP GO SR lead ([Carmen González-Vallés](#)), sign a non-disclosure agreement, and endorse the antitrust compliance policy (Annexes II and III).

SR participants may use the SR badge, following specific SFP guidelines (Annex IV).

General SR support expectations

SR participant companies are expected to:

- Actively participate in the SR – All participants should attend official SR meetings/webinars, respond to requests for engagement, participate in working groups, etc.
- Participate in and support FIPs – All participants should source from FIP participants (when possible) and support FIP action plan activities. Additional projects related to fisheries management development, co-management, and bycatch-related issues should also be supported.
- Monitor FIP progress and associated traceability issues.
- Expand industry engagement and include key markets representation by engaging Italian, Japanese, and Korean buyers.
- Agree to the SR workplan and complete and update the SR Participation Form on an annual basis.
- New companies must cover the initial contribution of USD 5,000. Current participants must contribute the annual fee, which is USD 1500 for 2024. On a quarterly basis, SFP will review expenses and present potential projects or activities that may need funding for approval.
- Expand industry engagement and include key market representation by engaging Italian, Japanese, and Korean buyers.

¹ Participants are requested to update information on an annual basis, as this information will also support SFP staff in identifying funding needs. All the information collected is confidential and will not be shared with other SR participants or used outside the scope of the GO SR work without prior approval.

ANNEX I

SR Participant Information Form

Please complete and return to the SFP SR lead (carmen.gvalles@sustainablefish.org). All information is confidential and will not be shared with other SR participants or used outside the scope of the GO SR work without prior approval.

Participant information:

Company:	
Website:	

SR Company Contacts:

Please list primary contact first and any additional staff to be included in SR correspondence.

Contact Name	Job Title	Email and Phone	Time zone (For meeting planning)

General Sourcing Areas:

Top 5 species	Country/Area

Global Octopus initiatives (FIP, Certifications, others) you source from:

FIP Name (link to FP) MSC OTHER	Participant/stakeholder (Y/N)	Financial contribution (Y/N)	Amount

ANNEX II NONDISCLOSURE AGREEMENT

THIS NONDISCLOSURE AGREEMENT (this “Agreement”) is entered into and effective as [XXX] (the “Effective Date”), between [Organization’s Legal Name] and Sustainable Fisheries Partnership Foundation.

Confidential Information

“Confidential Information” means all confidential and/or proprietary information disclosed or made available by the disclosing party as of the Effective Date, including but not limited to, the disclosing party’s proprietary surveys, questionnaires and presentations, reports, studies, data compilations and data analysis, business plans, financial reports, financial data, employee data, customer/supplier lists, forecasts, strategies, and all other business information. Confidential Information may be that of disclosing party or of third parties to whom the disclosing party has an obligation to treat the disclosed information as confidential. Confidential Information also includes copies, notes, abstracts and other tangible embodiments made by the receiving party that are based on or contain any of the disclosing party’s Confidential Information, as well as the existence and progress of the Purpose (described in Section 4 below).

Identification of Confidential Information

Information will be considered to be Confidential Information and protected under this Agreement if it is identified with a “confidential” or “proprietary” marking at the time of disclosure. Any information transmitted verbally as “confidential” or “proprietary” shall be reduced to writing within 10 days of the disclosure and appropriately marked.

Protection of Confidential Information

The receiving party acknowledges that the disclosing party claims that its Confidential Information is a valuable and unique asset and agrees to the following:

The receiving party (i) will not disclose the Confidential Information to any third party, excluding the client(s) as identified in Paragraph 4 and the receiving party’s affiliates, directors, officers, employees, attorneys, accounts and financial advisors (solely in their agency or service provider capacity and not as principals) with a need to know such Confidential Information to meet the Purpose and who are bound by confidentiality and non-use obligations in all material respects at least as restrictive as those undertaken by the receiving party hereunder; and (ii) will use the Confidential Information only for the Purpose and will not use it for any third party’s benefit, except as expressly authorized in writing by the disclosing party; and (iii) will not use the Confidential Information in competition with the disclosing party. The receiving party will use the same degree of care to protect the Confidential Information from unauthorized use or disclosure as it would use to protect its own information of a similar nature, but in no event with less than reasonable care.

The receiving party’s obligations under this Agreement with respect to particular information do not apply to the extent that: (i) the disclosing party authorizes the receiving party in writing to disclose such information; (ii) the receiving party knows such information at the time of disclosure by the disclosing party, free of any obligation to keep it confidential, as evidenced by written records; (iii) such information is or becomes generally known in the relevant industry without fault of the receiving party; (iv) the receiving party independently develops such information without access to or use of the Confidential Information, as evidenced by written records; or (v) the

receiving party rightfully obtains such information from a third party who has the right to disclose it without violation of any confidentiality obligations.

If the receiving party is subject to judicial or governmental proceedings requiring disclosure of Confidential Information, then, prior to any such disclosure, the receiving party will provide the disclosing party with reasonable prior notice and will obtain, or provide the disclosing party with an opportunity to obtain, a protective order or confidential treatment of the Confidential Information.

Purpose

The receiving party may only use the Confidential Information of the disclosing party for the limited purpose of the participation at the SFP Global Octopus Supply chain roundtable

Return of Confidential Information

All Confidential Information furnished under this Agreement remains the property of the disclosing party and will be returned to it or destroyed at its request. Within 30 days of receiving such a request from the disclosing party, the receiving party will comply with the request and provide a written certification, signed by an officer, of its compliance.

The receiving party acknowledges by accepting the information from the disclosing party, that such information may include technical information and associated documentation that qualifies as commercial computer software and documentation within the meaning of the acquisition regulations and contract clauses applicable to the transfer of such information. **The terms and conditions of this Agreement are fully applicable to the receiving party's use and disclosure of such technical information and documentation, and shall supersede any conflicting terms or conditions.** No license of any kind is granted in the case of information that embodies, contains or is subject to the clauses FAR 52-227.19 COMMERCIAL COMPUTER SOFTWARE-RESTRICTED RIGHTS (JUNE 1987) or DFARS 252.227-7013 RIGHTS IN TECHNICAL DATA AND COMPUTER SOFTWARE (OCT 1988) or any other clause which purports to grant to the government rights greater than, or additional to those, set forth in this Agreement, or which purports to impose additional requirements upon the disclosing party to make the Agreement effective, unless the disclosing party specifically so consents by separate written agreement. Failing such agreement, and if this Agreement fails to meet the government's stated needs or is inconsistent in any respect with federal law, the receiving party agrees to return the information to the disclosing party.

No License or Warranty

No license under any patents, copyrights, mask work rights, trademarks or other proprietary rights is granted by the disclosure of any Confidential Information under this Agreement. ALL INFORMATION IS PROVIDED "AS IS", WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO A WARRANTY THAT IT IS ACCURATE OR COMPLETE OR A WARRANTY AGAINST INFRINGEMENT.

No Inducement or Commitment

The disclosing party will determine in its sole discretion the information to be disclosed to the receiving party. Neither the disclosure nor access to Confidential Information under this Agreement constitutes an inducement or commitment to enter into any business relationship. If the parties desire to pursue business opportunities, the parties will execute separate written agreement(s).

Term & Termination

This Agreement will be effective from. **xxxxx**. All provisions of this Agreement relating to Confidential Information disclosed pursuant to this Agreement prior to termination will survive the termination of this Agreement for a period of three (3) years from the date of such termination.

Assignment & Binding Effect

The receiving party may not assign or transfer this Agreement, whether by operation of law or otherwise, including but not limited to by the receiving party's sale or transfer of its business or assets or through a change-of-control, without the disclosing party's prior written consent. Any assignment in violation of this Agreement will be void. This Agreement benefits and binds the parties to this Agreement and their respective successors and permitted assigns.

Jurisdiction & Venue

This Agreement will be governed by and construed in accordance with the laws of the State of Hawaii, exclusive of its choice of law principles. The state and federal courts located in Honolulu, Hawaii have exclusive jurisdiction and venue over any dispute arising out of or relating to this Agreement. Each party consents to the personal jurisdiction and venue of these courts.

11. Entire Agreement

This Agreement is the entire understanding, and supersedes any and all prior and contemporaneous agreements (oral or written), between the parties regarding this Agreement's subject matter. This Agreement will not be modified, and no provision will be waived, except by a writing that both parties sign. A party's failure to require performance will not affect the party's right to require such performance at any later time. If any part of this Agreement is unenforceable, the rest will remain in effect.

12. General

The receiving party will comply with any and all applicable export control laws, rules and regulations. Any notice under this Agreement, if sent to the party entitled to such notice at the address set forth below, will be deemed to have been provided 3 days after the notice is sent by certified mail (postage prepaid), or the next business day if the notice is sent by national overnight service.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed as of the date written above.

Sustainable Fisheries Partnership Foundation:

By:

Sustainable Fisheries Partnership Foundation

Date:

[Organization]

By:

Title:

Date:

ANNEX III SFP Sustainable Fisheries Partnership - Anti-trust Compliance Policy²

It is the policy of Sustainable Fisheries Partnership (SFP) to conduct all meetings and activities in strict compliance with applicable federal and state laws. Anti-trust laws seek to preserve and promote competition and to deter anti-competitive conduct.

Individuals who participate in SFP organized activities, for example Supply Chain Roundtables, should read and abide by the following rules:

1. There should be no discussions of prices - terms, conditions of sale or purchase - either one's own or those of a competitor, or factors which might affect the price of sales or purchases, such as inputs, discounts or margins.
2. There should be no discussions regarding allocations of territories, markets of customers, or refusal to deal. There shall be no discussion of boycotts that relate to companies, fisheries or geographic regions.
3. There should be no discussions of individual company's production plans, or of any production restrictions.
4. Standards or practices will not be developed which restrict the business of any firm or individual.
5. Participants should not share participant-specific statistical data between themselves. SFP may collect aggregate data which is anonymised and which complies with anti-trust guidelines.
6. Participants will not engage in discussion or conduct outside of official SFP meetings that would not be proper at the meetings themselves.
7. SFP staff in attendance at meetings will be constantly alert to the potential for subjects to be raised which may have anti-competitive implications and will actively intervene to prevent such topics from being discussed.
8. If any subject with any anti-competitive implications or appearance is raised at any SFP meeting, persons attending the meeting should object immediately to an SFP staff person and request that the subject be dropped.
9. Agendas for meetings will be circulated in advance and checked to ensure compliance with anti-trust policies. Only topics identified on the agenda may be discussed during the meeting.

² For further information contact: Blake Lee-Harwood, Strategy Director, Sustainable Fisheries Partnership, blake.lee-harwood@sustainablefish.org

10. Minutes of each meeting shall be reviewed and approved by SFP staff.
11. Speakers at SFP meetings shall be asked to comply with these guidelines. Where a speaker intends to address a topic dealing with economics, business practices, or product or service standards, an outline of the speaker's presentation shall be reviewed or discussed with SFP in advance of the meeting. Every speaker shall be provided with a copy of these guidelines.

ANNEX IV SFP Supply Chain Roundtable Badge - Guidelines for Use

The SFP Supply Chain Roundtable badge is used to designate a company or activity that is part of a Supply Chain Roundtable (SR). The SR badge can only be used by a company that is an acknowledged participant in an SR or to denote SR activities.

Rules for SR Badge Use

- The SR badge can only be used by companies approved by the SR lead at SFP.
- The way the badge is displayed does NOT require pre-approval by SFP.
- The badge must not be used to give a false impression of the relationship between SFP and the company/communication where it appears (e.g., incorrect text claims close to the badge, companies using the badge without permission of the SR lead, placing the badge next to something that SFP would disagree with).
- The badge has a year on it to denote SR participation during that year. Expired badges should not be used
- The SR badge must never be used on seafood products. The SR badge should never be presented as an eco-label.

Claims

Supply Chain Roundtable participants can claim to be working with SFP to make their sector more sustainable. There is no performance claim. That is, SFP is not vouching for the company having met a specific level of performance.

- Being in an SR is not evidence that a company is more sustainable than any other company.
- Public statements of SR participation should not be used to support any kind of claim relating to products.
- A company may say "we are working with Sustainable Fisheries Partnership to improve the sustainability of the [SECTOR] and actively participate in the [SECTOR] Supply Chain Roundtable, where we cooperate with others to improve the sustainability of our source fisheries."

- Queries about using the SR badge should be directed to the relevant SR lead in the first instance.