

Dear Mark,  
Dear Richard,

Many thanks for your answer on our open letter.

Based on your answer it became clear that there has been some misinterpretation of certain aspects of the [Memorandum of understanding](#) (MoU). Therefore, it might be helpful to further explain the MoU and Payment structure; while we from our side request a further clarification of the answers given, in order to better assess our mutual future cooperation and product use.

#### Memorandum of understanding:

##### **1) Industry consortium**

In your answer you have stated:

*'To Innovasea's knowledge, OPI/OPs is an industry consortium protocol which was established and promoted by ETN and certain manufacturers. Innovasea understands that the protocol is not publicly accessible.'*

This is correct on both aspects. The Open Protocols (OP in short) are established by certain manufacturers on request by ETN. However, to be clear: Innovasea was invited, from the beginning, to be part of this industry consortium. All companies involved were: Innovasea, Lotek, Sonotronics and Thelma-Biotel.

Certain changes have been made to the protocols upon request of Innovasea (e.g. the guard time between the first two pings, to avoid an overlap with existing encrypted protocols of Innovasea). However, Innovasea withdrew from the involvement after manufacturers were requested to provide equipment on OP for testing. Obviously, from then on Innovasea was no longer invited to meetings nor involved in communications related to OP.

Although the protocols are 'open' this does not mean that OP is publicly accessible without consent of the manufacturers holding the Intellectual property rights. All confidential information related to OP is accessible for all parties that signed the MoU. Obviously, when Innovasea decides to participate again, its confidential contents will again be shared.

##### **2) Payment to VLIZ**

In your answer you have stated:

*'Innovasea would be obliged to join the consortium under restrictive terms that include payment of fees to VLIZ without being able to assess the technology in advance.'*

None of the parties that signed the MoU are required to pay fees to VLIZ. There is no business model to support VLIZ financially in this respect. By signing the MoU parties simply agree to:

- Not to share any confidential information related to OP with any external party not signing the MoU
- Not to use any of the IP linked to OP to incorporate in your company technology not linked to OP.

To further clarify the fee mentioned in the MoU: this relates to a small amount to be paid when OP transmitters are being produced for a customer. The company decides to either cover the fee or include the fee in the transmitter price paid by the customer. This fee was introduced to oblige customers inform ETN when transmitters become available again (because transmitter-IDs can be recycled).

Clarification asked:

For additional clarity, could we ask you to elaborate on some of your other answers:

**1) Product quality and reliability**

In your answer you have stated:

*'Innovasea cannot appraise what would be the practical consequences of implementing the new protocol for the quality and reliability of its products.'*

It is not clear to us why the OP cannot be implemented in Innovasea's products. More specifically, you do not state why or how the quality and reliability of your products would be affected. We would be happy to specifically know to what aspect of quality you refer.

**2) Standards for performance, quality, data integrity**

In your answer you have stated:

*'Innovasea understands that OPi/OPs is specifically developed to use products from multiple vendors without setting any standards for performance, quality, data integrity, etc. It is therefore currently uncertain what level of system reliability will be achieved and the extent to which customer service, field support and study advice can and will exist from the participating vendors under these uncertainties.'*

The OP is developed by various collaborating manufacturers and is carefully tested by the manufacturers on performance and quality. The OP is currently carefully been [tested](#) by independent researchers which will definitely provide answers to questions related to tag performance, compatibility and false detections.

Could you please specify in detail what you mean with performance, quality and data integrity? Tag performance and quality can be linked to a multitude of indicators. E.g. tag failure, reliability of programmed pulse scheme, ease of activation/disactivation, false detections (among others).

Many of these are not linked to the protocol in itself and the context of the discussion should be clarified.

**3) Future perspectives**

You've stated in your answer:

*'Innovasea understands that OPi/OPs does not have provision for the evolution of the protocol and associated hardware to meet future needs.'*

We agree that OP is not an endpoint related to technological developments. It should be seen as a starting point to improve signal decoding and future hardware needs. Can you explain why you have assessed this differently, or on what information your answer is based?

We hope to have clarified the aspects that were misinterpreted. We look forward to your answer on these and on the points that were not clear to us.

As you might notice, the list of institutes undersigning the letter is growing, as this is largely supported by the scientific community active in the area.

Yours sincerely

Jan Reubens

On behalf of researchers from

- France Energies Marine
- Ghent University- Marine Biology department
- Ifremer
- Research Institute for Nature and Forest
- SportVisserij Nederland
- University of Antwerp
- University of Exeter
- University of Hull
- University of Plymouth
- Applied Sciences University Van Hall Larenstein
- Vlaams Instituut voor de Zee
- Wageningen Marine Research
- Flanders Research Institute for Agriculture, Fisheries and Food

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