



Rt. Hon. Grant Shapps,  
Minister of State,  
Foreign and Commonwealth Office  
King Charles St,  
London SW1A 2AN

7 August 2015

MINISTERIAL  
SUPPORT UNIT

18 AUG 2015

DEPT: AD30

REF: MIN/~~86727~~86727/2015

DUE: 24/8/15

*Dear Grant*

**Anglo Somaliland Resources Limited**

I am writing as a Director of Anglo Somaliland Resources Limited which is a UK Limited Company registered at Companies House.

I enclose copies of emails that I have received from [REDACTED] and [REDACTED] of the UN Somalia/Eritrea Monitoring Group who, as you will see, claim that they are investigating activities under UN Resolutions "against individuals or entities engaging in or providing support for acts that threaten the security or stability of Somalia".

I am sure it must be the policy of the UK Government to support development in Somaliland.

Indeed, if that were not the policy of the UK Government, DFID would not be providing Development Assistance to Somaliland.

DFID would not have an office in Somaliland and the UK Embassy in Addis would not be concerned with promoting good relations with Somaliland.

I am sure it must be the policy of the UK Government to encourage responsible trade as between the UK and Somaliland, particularly given the large size of the Somaliland diaspora in the UK

Anglo Somaliland Resources is seeking to help the Government of Somaliland with the better management and organisation of their sea fisheries.

For that purpose, Anglo Somaliland Resources (ASR) and the Government of Somaliland entered into a Memorandum of Understanding for ASR to provide such services which was agreed and signed in Hargeisa some months ago.

This was a very open and transparent process.

It was the subject of a press conference in Hargeisa subject to being televised in Hargeisa and excerpts of that press conference and televising are still easily found on YouTube.

Nowhere in the Memorandum of Understanding is there any reference to ASR providing "a private coastguard project" or anything akin to a private coastguard project.

Nowhere in the press conference, or the press reports, or the television reports, of the signing of the MOU refer to either ASR or any spokesperson of the Government of Somaliland referring to the provision of a "private coastguard project" or anything resembling a private coastguard project.

I enclose a copy of the the contract signed with the Government of Somaliland, which again you will see makes no reference to a private coastguard project or anything akin to a private coastguard project.

And I am somewhat surprised that a UK company which is legitimately seeking to work with the Government of Somaliland is being investigated by a UN Agency on the basis that we are "individuals or entities engaging in or providing support for acts that threaten the peace, security or stability of Somalia".

Indeed, I find the very suggestion extremely insulting, particularly when it is based on not a scintilla of a shred of any evidence.

Indeed, I found the conduct and approach of [REDACTED] and [REDACTED] simply bizarre.

On an earlier occasion they asked to meet with me in Oxford, which I of course readily and immediately agreed to. But they clearly were not interested in what my colleagues and I were actually doing in Somalia or Somaliland, but before giving me an opportunity to explain what we were actually doing, seemed to have it in mind that in some way we were improperly involved in mining activities in Somalia, which as we have never had so much as a conversation about mining, either in Somalia or Somaliland, was simply bizarre.

Suggestions that I had been at mining conferences which I had never even heard of, let alone attended, and their whole body language and approach seemed to be that any UK company that was seeking to do business in Somaliland or Somalia, must in some way be in breach of some UN Resolution or other.

Their questions about Chain Telecom, a wholly legitimate UK business, trading in telephone equipment, are also simply bizarre, all the more so as when I met with [REDACTED]

██████████ and ██████████ in Oxford, I explained exactly who was involved in Anglo Somaliland Resources and gave them their contact details.

I also find it bizarre and worrying that if this UN Monitoring Group genuinely believed that there was some sort of "private coastguard project" operating out of Somaliland, in contravention of UN Resolutions and that the Government of Somaliland had expressly authorised that "private coastguard operation", they have made absolutely no attempt to investigate that matter with the Government of Somaliland., all of which would seem to suggest that this is not a proper and legitimate investigation, but rather some work creation scheme by ██████████ and ██████████

Indeed, I find it of note that the Somalia-Eritrea Monitoring Group, ██████████ and ██████████ have clearly made no effort or attempt to make contact with anyone in the Government of Somaliland. During my visit to Hargeisa last week, I had meetings with

- the President, the Vice President,
- the Minister for Presidential Affairs, i.e. who effectively runs the President's office;
- the Minister for Fisheries,
- the Assistant Minister for Fisheries;
- the Director-General of the Fisheries and Marine Department

and no one, from the President down to the Director-General of the Fisheries Ministry, had heard of the Somalia-Eritrea Monitoring Group, or had had any contact at all with the Somalia-Eritrea Monitoring Group, or anyone on their behalf, and I really would have thought that if in Nairobi they had any concerns at all about the policies being pursued by the Government of Somaliland in respect of their fisheries, that a good starting place might actually be to go and talk to those with Ministerial responsibility for these matters in Hargeisa.

As an aside, I understand that the only coastguard facilities that the Government of Somaliland use are boats which were actually provided to them by the UK Government, so it is not clear to me whether the UN Monitoring Group are suggesting that in some way the UK Government by providing such boats to the Government of Somaliland are themselves in breach of a UN Security Council Resolution.

I would be grateful, therefore, for confirmation that it is indeed the policy of the UK Government to want to promote the development of Somaliland and that it is the policy of the UK Government to encourage responsible trade between the UK and Somaliland, and I would also welcome the UK Government's assurance that it is the policy of the UK Government, particularly as a member of the UN Security Council, that UK individuals or companies should only be investigated , or "monitored" by UN Agencies if there is at least some shred of prima facie evidence of any wrongdoing

by those individuals or companies, not least because all the time that UN Agencies/Monitors are investigating individuals or companies where they have absolutely no prima facie evidence of any wrongdoing, they are not investigating individual or companies against which there may well be prima facie evidence of wrongdoing.

I also enclose a copy of an email I received from Thomson Reuters News agency in Nairobi.

As this enquiry is within less than 24 hours of the email sent to me by the UN Monitoring team, I think it is a more than reasonable inference that "Diplomatic source" referred to in [REDACTED] email must be from members of the UN Monitoring and I wonder whether you consider it appropriate, in the absence of any scintilla of any evidence whatsoever, of what is essentially a UN Policing Agency, briefing international media against legitimate UK Companies.

Handwritten signature consisting of a horizontal line with a dot above it, followed by a horizontal line, and then the letters 'T' and 'B' written below.

Rt. Hon. Sir Tony Baldry



[Quoted text hidden]

Sir Tony Baldry [redacted]

29 July 2015 at 21:36

Reply-To: [redacted]  
To: [redacted]

Thankyou for this email.

I think it would be helpful if you can specify how you consider improving fisheries policy for Somaliland may breach UN resolution 2182(2014)?

And if there is no alleged breach of UN resolution 2182 what is your locus in this matter ?

Moreover I would assume that if you had any concerns about a contract that the Govt of Somaliland may have entered into that you would have raised such concerns with the Govt. of Somaliland ?

Or is it that the UN is not recognising the Govt of Somaliland even as a de facto administration?

I should also like to understand what is the relevance of Chain telecom to Anglo Somaliland resources ?

Sincerely

Sir Tony Baldry

Sent from my BlackBerry® wireless device

From: [redacted]

Date: Wed, 29 Jul 2015 11:24:28 +0000

To: Tony Baldry [redacted]

Cc: [redacted]

Subject: Somaliland contract

[Quoted text hidden]

[redacted]  
To: Tony Baldry [redacted]  
Cc: [redacted]

30 July 2015 at 01:27

Dear Sir Tony,

The SEMG is investigating Illegal, Unregulated, and Unreported (IUU) fishing in Somalia pursuant to Para 8 (a) of Resolution 1844 (2008) which mandates the Group to investigate and recommend sanctions against individuals or entities engaging in or providing support for acts that threaten the peace, security or stability of Somalia.

IUU fishing vessels, especially as regards their interactions with local fishermen, are acknowledged to have been a contributing factor in the rise of Somali piracy. Since March 2015, the SEMG has observed a reemerging dynamic of conflict between local Somali fishermen and IUU fishing vessels. At least five Iranian dhows, fishing without licenses, have been seized by pirates or local militias off the coast of central Somalia since March.

Second, a private coast guard project — if that is indeed what Anglo Somaliland Resources is engaged in — inevitably raises issues relating to the Security Council's arms embargo on Somalia. The SEMG is mandated to investigate violations of the arms embargo through numerous Security Council Resolutions, including Resolution 2182 (2014).

The SEMG does, of course, deal with sources in the Somaliland government. However, it is standard SEMG procedure to contact all concerned parties, particularly if there is a possibility of their appearing in our report. It would be strange practice to seek information from only one source.

As regards the relevance of Chain Telecom to Anglo Somaliland Resources [redacted] is associated with Chain Telecom; as of April 2015 he was using a Chain Telecom email address [redacted]. We believe he also represented Anglo Somaliland Resources during the acquisition of its recent Somaliland contract (see attached photo). Another employee of Chain Telecom, [redacted] is also on the Board of Anglo Somaliland Resources.

As you point out, we have not accused you, Anglo Somaliland Resources, or Chain Telecom of any

breach of UNSC Resolutions. This is simply a request for information.

Best,

UN Somalia/Eritrea Monitoring Group (SEMG)  
Security Council Resolution 2182 (2014)

P.O. Box 67578-00200 Nairobi, Kenya  
Nairobi cell: [redacted]  
Mogadishu cell: [redacted]  
Skype: [redacted]  
Email: [redacted]

From: Sir Tony Baldry [redacted] >  
Reply-To: [redacted]  
Date: Wednesday, July 29, 2015 at 11:36 PM  
To: [redacted]  
Subject: Re: Somaliland contract  
[Quoted text hidden]



[redacted].Jpg  
56K

30 July 2015 at 07:50

To: [redacted]  
Cc: [redacted]

Dear Sir Tony,

Just to add to what my colleague has already said, the UN Somalia/Eritrea Monitoring Group is not only well within its mandate in inquiring after these details but has a responsibility to do so. We are not implying wrongdoing on your behalf or that of Anglo-Somaliland Resources. However, given its potential relevance to issues including illegal fishing, piracy, the arms embargo, and indeed broader regional political and security dynamics, the SEMG will be monitoring the development of Anglo-Somaliland Resources, and will appreciate your ongoing cooperation with us.

Sincerely,

[redacted signature]

[redacted signature]

[Quoted text hidden]  
> From: [redacted]  
> Date: Wed, 29 Jul 2015 11:24:28 +0000  
> To: Tony Baldry [redacted]  
> Cc: [redacted]



L.H.K.H.B | W.O. | 196 | 8 | 15

## Fisheries Licensing Agreement

**THIS AGREEMENT IS MADE THIS 4<sup>th</sup> DAY OF August  
2015**

### **BETWEEN**

- 1. THE REPUBLIC OF SOMALILAND MINISTRY OF FISHERIES AND MARINE RESOURCES**, acting through the government of Somaliland and the present Minister of Fisheries and Marine Resources (the Honourable Ali Jama Farah, or the incumbent of that office for the time being).
- AND**
- 2. ANGLO SOMALILAND RESOURCES LIMITED**, a company incorporated and registered at Companies House in the United Kingdom under company 09461235, whose registered address is 39 Muster Green, Haywards Heath, West Sussex RH16 4AL ("the Company").

### **WHEREAS**

1. The Republic of Somaliland is a Country in the Horn Africa.
2. The Republic of Somaliland wishes to grant licenses to permit the commercial fishing of its territorial waters for the purpose of its regulation and good government.
3. The parties wish to enter into an agreement whereby the Republic grants to the Company the right to fish in the Republic's territorial coastal waters.
4. The Company shall compensate the Republic financially for having granted such right and will thereby assist the Republic in generating state revenues for the benefit of the Republic and her people.
5. The Company will be permitted to and intends to grant certain sub-licenses which it is intended by the parties will permit it to explore, exploit, conserve, manage and develop fishing in the Republic's territorial waters, in every respect mindful of the best economic and ecological interests of the Republic and her people.
6. The parties consider that an agreement between the Republic and the Company will enhance and assist the implementation of government policies to develop a fishing community project, combining private and state sector resources and experience for the benefit of the parties and the people of the Republic.



## **IT IS AGREED**

### **1. Overriding principles**

- 1.1 Both parties will in all material respects act in accordance with this Agreement mindful of an overriding commitment to the development of the community, skills and the talents of the Somaliland people through their employment, training and the expansion and creation of the variety of opportunities which the parties intend this Agreement will generate.
- 1.2 Nothing contained in this Agreement shall be construed as establishing or implying that either party is an agent of the other, nor that this Agreement creates a business partnership or joint venture beyond the scope of the Agreement as a licensing agreement and as specifically provided by it.

### **2. Rights Granted**

The Republic grants to the Company exclusive rights to conduct itself or to sub-license commercial fishing operations in the territorial waters of the Republic, as defined in Schedule A hereto.

### **3. Right for the Company to Grant Sub-Licences**

- 3.1 The Company shall be entitled to grant sub-licenses to commercial fishing companies internationally, through which it may authorise such sub-licenses to conduct fishing operations in the territorial waters of the Republic, as defined in Schedule A hereto.
- 3.2 The Company shall not grant a sub-licence to any putative sub-licence save with the express, written consent of the Republic, not to be unreasonably withheld.

### **4. Total Allowable Catch ("TAC")**

- 4.1 The parties agree and acknowledge that the Company shall be bound (itself directly and through the grant and operation of any sub-licenses in accordance with this Agreement) to be limited to fish the TAC as defined by Article 61(1) of the United Nations Convention on the Law of the Sea 1982 ("LOSC"), and generally to observe the obligations imposed upon the Republic to "*ensure through proper conservation and management measures that the maintenance of the living resources...is not endangered by over-exploitation*" (LOSC Article 61(2)).

4.2 The parties shall actively co-operate in establishing the applicable definition of the relevant harvestable capacity as defined by LOSC Article 61, and in ensuring practical compliance by the Republic in all material respects with all relevant obligations engaging the operation of this Agreement under international law and convention, including but not limited to those obligations set out under LOSC Article 61.

#### **5. Fee**

5.1 The Company agrees to pay to the Republic a fee of USD500 upon execution of this Agreement. That sum shall be payable by the Company to an account whose details are provided by the Republic to the Company and shall be payable by the Company no later than seven days from the execution of this Agreement or notification of the relevant account details (whichever is later).

5.2 The Company further agrees to pay an annual fee of USD 2,000 on the first anniversary of the signing of this Agreement to The Ministry of Fisheries and Marine Resources, and annually upon subsequent anniversaries of that date until termination of this Agreement (or upon the first Business Day thereafter, as defined at clause 21.3 of this Agreement).

5.3 The Company further agrees to pay to the Republic:

5.3.1 40% of the financial value of any annual sub-licence fees it receives by granting sub-licences to third party commercial fishing companies in accordance with this Agreement. Of this amount half will be payable to the Ministry of Finance and half payable to the Ministry of Fisheries and Marine Resources

#### **6. Term**

6.1 This Agreement shall subsist for a period of ten years from the date of its execution by the later signing party, without prejudice to the rights of either party to terminate the Agreement as provided herein.

6.2 The parties shall be entitled to terminate the Agreement on six months' notice in writing following its tenth anniversary, and the Agreement shall subsist and continue in the present terms (or as varied in accordance with clause 10 herein) unless and until such notice is given.

6.3 For the avoidance of doubt, this Agreement shall not automatically terminate on its tenth anniversary, or subsequently, unless at least six months' notice is given in writing by the party seeking its termination. Either party may terminate the Agreement upon the exact date of its tenth anniversary provided it has given written notice to terminate to the other party no later than six months prior to that date, absent which it shall continue.

- 6.4 The parties shall be entitled to provide written notice of termination with immediate effect in the event of any material breach by the other party in its terms.
- 6.5 The Republic shall be entitled to terminate this Agreement with immediate effect in the event that:
- 6.5.1 the Company shall become insolvent or make an agreement with its creditors;
  - 6.5.2 a sum due under this Agreement shall remain unpaid for a period in excess of 28 days;
  - 6.5.3 The Company ceases to operate its business, or takes steps to do so.
- 6.6 The termination or expiry of this Agreement shall be without prejudice to any rights and obligations conferred or imposed by this Agreement in respect of any period after such termination and shall be without prejudice to the rights of either party against the other in respect of any antecedent breach of any of the terms and conditions hereof.

## **7. Assignment**

The Company shall not be entitled to assign or transfer this Agreement nor any obligations arising under it, save as permitted by the Agreement in its granting sub-licences to commercial fishing companies, and otherwise save with the express written consent of the Republic (such consent not to be withheld unreasonably).

## **8. Requirement of Consent**

Where this Agreement requires or refers to the written consent of the Republic, such consent may be provided by the Minister of Fisheries and Marine Resources for the time being or by his lawfully appointed delegate and the Company shall be entitled to assume that written consent given on behalf of the Minister of Fisheries and Marine Resources is provided with his full authority.

## **9. Entire agreement**

- 9.1 The parties confirm that the whole of their negotiations and intentions have been included herein within the context of and expressing clearly the requirements of the parties. This Agreement supersedes and invalidates all other commitments, representations, promises, understandings and warranties relating to its subject matters which may have been made by the other party orally or in writing prior to its execution.
- 9.2 There are no warranties representations or other matters relied upon by the causing its signature hereto which have not been satisfied.

#### **10. Variation**

This Agreement shall not be modified in any way except by a written instrument signed by both parties.

#### **11. Waiver**

The failure of the parties to exercise any power given to them by this Agreement or to insist upon strict compliance by the other party with any obligation hereunder, nor any custom or practice of the parties shall constitute any waiver of any of the parties' rights under this Agreement.

#### **12. Severability**

If any item or provision contained in this Agreement or any part thereof (in this clause called the "offending provision") shall be declared or become unenforceable, invalid or illegal for any reason whatsoever, the other terms and provisions of this Agreement shall remain in full force and effect as if this Agreement had been executed without the offending provision appearing.

#### **13. Warranties**

13.1 Each individual executing this Agreement on behalf of a party hereto represents and warrants that he has been fully empowered by such party to execute this Agreement and that all necessary action to authorize execution of this Agreement by him has been taken by such party.

13.2 Each party hereto warrants and represents to the other that it has full authority, power and capacity to enter into this Agreement and that all necessary actions have been taken to enable it lawfully to enter into this Agreement.

#### **14. Confidentiality**

14.1 Each party will take all proper steps to keep confidential all information of the other which is disclosed or obtained by it pursuant to or as a result of this Agreement, and will not divulge the same to any third party except to the extent that any such confidential information becomes public through no fault of that party and to the extent that it is reasonably necessary for the proper operation of this Agreement, or as required by law.

14.2 Upon termination of the Agreement each party will return to the other any data provided for the purposes of the Agreement.

#### **15. Indemnity**

Each party hereby undertakes to keep the other fully and effectively indemnified against all claims, demands, losses, expenses and costs which it may incur as a result of any breach by the other of any provision contained in this Agreement.

#### **16. Force majeure**

This Agreement shall be suspended during the period and to the extent of such period that the either party reasonably believes that it is prevented or hindered from complying with its obligations under any part of it, by any cause beyond its reasonable control including but not restricted to strikes, war, civil disorder, and natural disasters.

#### **17. Governing Language**

This Agreement is drawn up in the English language. This Agreement may be translated into any language other than English provided however that the English text shall in any event prevail.

#### **18. Jurisdiction**

This Agreement shall be construed and governed according to the laws of England and Wales and shall be justifiable exclusively in the courts of England and Wales (subject to the provisions under clause **Error! Reference source not found.** below).

#### **19. Arbitration**

##### **1. Dispute Resolution**

1.1 The parties shall use their best efforts to negotiate in good faith and to settle amicably any dispute that may arise out of or relate to this Agreement or an alleged breach of it.

1.2 If any dispute shall arise between the parties concerning the construction, interpretation or application of any of the provisions of this Agreement whether during the continuance of this Agreement or after the termination thereof, the parties agree that if they are unable to resolve such dispute consensually then they shall seek to resolve it by referring the dispute to a single arbitrator in accordance with the Arbitration Act 1996. The parties shall seek to agree the identity of the arbitrator and

the venue for such arbitration within thirty days of the notification by one party to the other than they wish to enter into arbitration. The parties agree to be bound irrevocably by and to comply with the findings of any arbitrator so appointed.

1.3 Failing agreement within thirty days of the request by one party to the other that the matter shall be referred to an arbitrator in accordance with this clause, then such reference shall be to the London Court of International arbitration

## **20. Singular, plural and genders**

In this Agreement, any reference to the singular includes the plural and vice versa and any gender includes the other gender.

~~21.1~~ 21.1 Any notice required to be given for the purposes of this Agreement shall be given in writing by sending the same by prepaid airmail, e-mail, or facsimile to, or by delivering the same by hand at the relevant address for each party as provided at the head of this Agreement or such other address, email address or facsimile number as shall have been notified (in accordance with this Clause) by the party concerned as being its address for the purposes of this Clause.

21.2 Any notice sent by airmail shall be deemed to have been served seven days after posting and in proving this service it shall be sufficient proof that the Notice was properly addressed and stamped and put into the post. Any notice sent by e-mail or facsimile shall be deemed to have been served on the next day following the date of despatch thereof which is a business day. Any Notice delivered by hand shall be deemed to have been delivered upon its delivery or on the following business day if such delivery is affected out of normal business hours.

21.3 For the purposes of this clause and this Agreement generally, 'Business Days' in the case of the Republic shall exclude Thursdays and Fridays and all public holidays in Somaliland, and in the case of the Company shall exclude Saturdays and Sundays and public holidays in England.

Republic:

Signed:

*Muhammad*

*for and on behalf of the Republic*

This 04 day of 08 2015

Name:

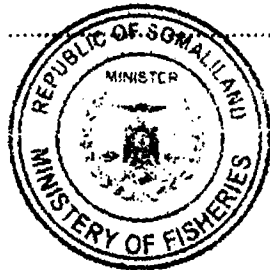
*ALI JAMA FARAH*

Position:

*MINISTER*

Address

*Ministry of Fisheries  
Hargeisa  
Somaliland*



Company:

Signed:

*Sir Tony B...*

*for and on behalf of the Company*

This 4<sup>th</sup> day of August 2015

Name:

*Rt Hon Sir Tony DALRYMPLE*

Position:

*CHAIRMAN*

Address

[Redacted address]

Schedule A

The territorial waters of the Republic are defined as according to international law, custom and/or convention as extending up to 12 nautical miles from its coastal baseline (as acknowledged by *United Kingdom v Iceland* (ICJ reports, 1973)). To the extent, if at all, that this overlaps with another state's territorial sea, the border is taken as the median point between the states' baselines, unless the neighbouring state specifically agrees otherwise.



Tony Baldry [redacted]

**Reuters request - Somaliland**

1 message

30 July 2015 at 15:42

[redacted]  
To: [redacted]

Dear Tony,

I hope you are well.

I'm a Nairobi-based journalist working for Reuters and I'm getting in touch as I was hoping to have a chat with you.

A diplomatic source tells me that your company – Anglo Somaliland Resources – is looking at developing a coastguard in Somaliland and collecting license fees. I have previously spent a long time looking into piracy and illegal fishing and would like to have a chat with you about your plans, if you have some time.

My contact details are below.

Best regards,

[redacted]

[redacted]  
Correspondent, East Africa

Phone: [redacted]

Mobile: [redacted]

[redacted]