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*United Nations Decade of Sustainable Energy For All (2014-2024)*

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Via Telephone and Videoconferencing  
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4:00 p.m. to 6:00 p.m. EDT – Eastern Daylight Time  
9:00 a.m. to 11:00 a.m. TO – Tonga Time

A/6/MoU14 (2022)



**SIDS DOCK**  
SMALL ISLAND DEVELOPING STATES  
ISLAND ENERGY FOR ISLAND LIFE



**Climate Institute**

**Memorandum of Understanding**

**Between**

**SIDS DOCK**

**The Small Island Developing States (SIDS) Sustainable Energy and Climate Resilience  
Organisation**

**And The**

**Climate Institute**

*“the world’s first organization focused solely on climate change”*

**On**

*“Building Resilience To Climate Change In Islands Through The Energy Sector: North-South Cooperation For Sustainable Energy Development In Small Islands”*

*“Partnership For The Establishment of the Global Ocean Energy Alliance (GLOEA) To Transform The Energy Sector And Build Climate Resilient Livelihoods And Sustainable Economies”*

## PREAMBLE

**THIS MEMORANDUM OF UNDERSTANDING (“MoU”)** is made between the Small Island Developing States Sustainable Energy and Climate Resilience Organization, (“SIDS DOCK”), located at C/O The Government of Belize, Ministry of Energy, Public Utilities, Public Service, North Wing, Ground Floor, Sir Edney Cain Building, Belmopan, Belize, Central America, and the Climate Institute (“the Institute”), located at 1225 New York Avenue, NW, Suite 800, Washington DC 20005, U.S.A., (herein after referred to as the “Parties”);

**WHEREAS**, SIDS DOCK was established as an Inter-governmental organization of small islands and low lying coastal developing states, and a registered member of the United Nations (“UN”) as a cooperation mechanism for Small Island Developing States (“SIDS”) to finance climate change adaptation including building resilience of the coastal environment and development of ocean energy as an integral component of transforming the energy sectors of small island developing states to low-carbon economies;

**WHEREAS the Climate Institute**, is an international Non-Governmental Organization, established in 1986, as the first organization dedicated to combating climate change. The Institute has distinguished itself as a world leader in promoting global climate change mitigation with practical and cooperative approaches. The Institute has served as a bridge between the scientific and policymaking communities, and a source of objective and reliable information on climate change and has carried out climate awareness, outreach, policy development and sustainable energy projects in over 40 countries.

**NOTING**, that SIDS are experiencing increasingly significant negative social, economic and environmental damages from changes in climate related to increasing concentration of Greenhouse gases (“GHG”) in the atmosphere, and that given the general high level of economic vulnerability of SIDS to global events, there is need to link renewable energy uptake to climate resilience and more effective disaster recovery, in order to protect their population;

**AWARE**, of the urgent need to accelerate the development of ocean energy technologies and projects thorough partnerships and that the transformation of the energy sectors of the various

SIDS to be low-carbon, energy efficient, and primarily based on renewable energy sources represents a unique opportunity to help achieve sustainable development as well as generating financial resources to invest in adaptation to climate change and continued national development;

**RECALLING**, the *Call To Action!* for the Establishment of the Global Ocean Energy Alliance (GLOEA) by Heads of State and Government from SIDS, at a Side Event, hosted by SIDS DOCK, UNIDO, and the Henry L. Stimson Center Alliance for a Climate Resilient Earth (ACRE), on the margins of the United Nations Framework Convention on Climate Change (UNFCCC) Conference of Parties (COP 26), on 11 November 2021, at Wood House, in Glasgow, Scotland, United Kingdom.

**NOTING WITH ALARM**, that SIDS face a huge dilemma as they consume diesel, which is expensive and dirty and almost all SIDS are ninety percent (90%) dependent on the importation of fossil fuels, which requires SIDS to spend tens of billions of dollars in foreign exchange annually, to import petroleum fuels. SIDS need to replace some ten thousand (10,000) megawatts of fossil fuel-powered electricity generating plants, over the coming decades, plants which consume more than \$5 billion dollars' worth of fuel, annually. Ten thousand megawatts represent the vast majority of existing generating capacity in the SIDS. However, because the majority of these plants have reached or exceeded their economic life and are no longer efficient users of fuel, we in SIDS must ensure that we take collective action to replace these generators with Ocean Energy Systems.

**FURTHER RECALLING**, the United Nations General Assembly resolution A/RES/69/15 dated 15 December 2014, entitled, "SIDS ACCELERATED MODALITIES OF ACTION [S.A.M.O.A.] Pathway," the outcome document of the Third International Conference on Small Island Developing States, held from 1 to 6 September 2014 in Apia, Samoa, that reaffirmed that Small Island Developing States remain a special case for sustainable development in view of their unique and particular vulnerabilities and that they remain constrained in meeting their goals in all three dimensions of sustainable development;

**ADDITIONALLY**, for the Third Conference on SIDS, leaders aimed to have Partnerships - and the ways in which these partnerships are addressing SIDS priorities of climate resilience, energy security, economic development and sustainable livelihoods - serve as the cornerstone

of the event, with the “*strengthening of collaborative partnerships between SIDS and the international community*” as a crystalizing focus with which to address the emerging challenges and opportunities for the sustainable development of Small Island Developing States. Partnerships allow SIDS DOCK to play a strategic role in promoting sustainable energy and its paramount importance in the context of resilience and adaptation to climate change; partnership development continues to be the guiding principle for building the capacity of the SIDS DOCK in the spirit of the Samoa Pathway;

**ACKNOWLEDGING** the Climate Institute’s Global Sustainable Energy Islands Initiative that has worked with the SIDS for over 20 years to promote sustainable energy policies and projects;

**ALSO KNOWING**, that the Climate Institute has successfully promoted the widespread and increased adoption and the sustainable use of all forms of renewable energy in the small islands, and has a successful track record in promoting and supporting the transition of the energy sector in SIDS, and mindful of the targets of the Sustainable Energy For All Initiative (SE4ALL) and the SIDS DOCK objectives to improve energy efficiency by 25 percent (2005 baseline), to increase the renewable energy share in power generation to a minimum of 50 percent and to reduce fuel use in conventional transportation by 25 percent by 2033, as part of SIDS climate change adaptation;

**RECOGNIZING**, the similarities in missions, the Parties agree to collaborate to promote the Establishment of the Global Ocean Energy Alliance (GLOEA) in the context of the UNFCCC Nationally Determined Contributions (NDCs) and the 2030 Sustainable Development Agenda and the Sustainable Development Goals (SDGs), primarily SDG 7: Ensure access to affordable, reliable, sustainable and modern energy for all; and achieving the NDC targets under the UNFCCC Paris Agreement;

**WHEREAS**, understanding that the expertise, information and fundraising capacity developed by the Climate Institute shall help increase SIDS capacity, and that this expertise and information is critical to the planning formulation and implementation the GLOEA that help will facilitate the policies to direct the energy sector transition to a Blue Economy and achieve

the development and deployment of ocean energy technologies in SIDS and coastal Least Developing Countries (LDCs);

**CONSIDERING** that it is within the Parties' common interest to enhance their cooperation;

**NOW THEREFORE**, desiring to establish a mutually beneficial cooperation, the Parties have reached the following understanding:

## **Article I**

### **Purpose**

1. The purpose of this Memorandum of Understanding (MoU) is to provide the general framework for cooperation between SIDS DOCK and the Climate Institute to promote the establishment of the Global Ocean Energy Alliance (GLOEA), accelerated development and deployment of ocean-based renewable energy technologies in SIDS.
2. To promote the development and deployment of the first Floating Ocean Thermal Energy Conversion (OTEC) Technology Concept based on Global OTEC Resources solutions, in a sustainable, effective and efficient manner in Small Island Developing States (SIDS).
3. This MoU also affords the Parties to support the SIDS that have experienced major developmental regression and business shocks in developing a strategy to integrate the role of sustainable energy as a key economic driver to help kick-start the COVID-19 Post-crisis Response, and identify the necessary tools to participate in the "next normal" where there is a large amount of uncertainty and there are no established playbooks.

## **Article II**

### **Areas of Cooperation**

1. The Parties agree that, with a view to facilitating the effective attainment of the objectives set forth in their respective constituent instruments, they will act in close cooperation with each other and will consult regularly on matters of common interest.

2. The possible areas of cooperation identified by the Parties are listed below in Article III. Additional areas may be subsequently agreed upon by the Parties.

### Article III

#### Areas of Collaboration

1. **Collaboration with the SIDS DOCK Foundation.** The SIDS DOCK Foundation and the Climate Institute shall collaborate to meet the joint objectives in the areas of collaboration covered in this MoU. The Parties shall collaborate in the following areas of cooperation.

(a) The Parties shall establish the Global Ocean Energy Alliance's physical presence in Washington, DC, USA, with a fully furnished working space inclusive of staffed reception and financially supported by the Climate Institute. Recognizing that the office will be designated a UN-registered office, under this MoU, SIDS DOCK shall grant the chief principals and staff of the Climate Institute with access to SIDS DOCK-sponsored or other SIDS-related events, and which are convened at UN Headquarters in New York, or any other relevant UN event requiring a UN Pass.

(i) **Work Plans:** The Parties will collaborate on the development of annual work plans and organize coordination meetings between the Partners. The Parties will enter into specific written agreements ("Work Plan") hereunder to clarify and define the nature, extent, and terms of the proposed collaborations. Prior to entering into any such agreements, these agreements will require the approval of appropriate officers from each institution as designated by the parties.

(ii) **Joint research cooperation:** On ocean energy, climate adaptation and resilience and other mutually agreed topics:

(iii) **Conduct joint workshops, conferences, and other events:** To promote events related to ocean energy, climate adaptation and resilience;

**(iv) Joint support for the agreed upon Work Plan and operational activities:**

To support the SIDS DOCK and Climate Institute missions as they relate to sustainable energy and climate resilience;

- (b) The Parties shall establish a Resource Mobilization Core Working Group (“RM-CWG”) that will develop and oversee a Resource Mobilization Strategic Plan to assist with the capitalization and establishment of the GLOEA.
- (c) The Parties shall collaborate to develop the GLOEA Indicative Project Pipeline with investment-ready descriptions of national, regional and global projects at various stages of development, to mobilize financial and technical support for sustainable energy and climate resilience projects with an initial focus on the development and deployment of a 1.5MW Floating OTEC Platform in Sao Tome and Principe, by 2024.
- (d) The Parties shall collaborate with the SIDS Regional Centres in the Caribbean (Barbados – Caribbean Centre for Renewable Energy and Energy Efficiency [CCREEE]; Pacific (Tonga – Pacific Centre for Renewable Energy and Energy Efficiency [PCREEE]; and the Cabo Verde-based SIDS Unit at the Economic Community of West African States (ECOWAS) Centre for Renewable Energy and Energy Efficiency [ECREEE], to support the institutional strengthening and build-out of the technical and information infrastructure to support the development of an ocean energy industry in SIDS.
- (e) The Parties shall collaborate to strengthen the SIDS DOCK Island Women Open Network (IWON) and its SIDS DOCK Children’s Programme, allowing women and children of SIDS to participate in the transition of the SIDS energy sector and economy by supporting start-up activities of the IWON to a scalable business model and providing institutional and capacity building and training.
- (f) The Parties shall collaborate to support implementation of the SIDS DOCK Public Education and Awareness Programme (“SIDS DOCK PEP”) Implementation Plan, focusing on its five key messages:

- (i) Promote “25-50-25 by 2033 - Achieving a Low Carbon Economy in SIDS;
- (ii) Promote SIDS DOCK and support its Mission;
- (iii) SIDS need a threshold of less than *1.5 To Stay Alive!*
- (iv) Promotion and demonstration of SIDS-Appropriate Technologies, and how SIDS can acquire the technologies, the cost, training, maintenance, etc.;
- (v) Renewed political commitment for sustainable development – 32 SIDS signed the Memorandum of Agreement Establishing the SIDS DOCK.

2. **Knowledge Sharing Platform: The Island Life Information Network (ILIN)**

**The Island Life Information Network (ILIN).** The Parties will collaborate on knowledge and information sharing. Due to their dispersed nature and the limited budgets for face-to-face meetings, knowledge management activities including information exchanges and learning and best-practice sharing among the Small Island Development States community is a challenging endeavour. Cognizant of that, members requested the creation of a Virtual Knowledge Centre and Network (VKCN) as part of the core function of the SIDS DOCK Secretariat. With the onset of the Coronavirus (COVID-19), these challenges have been further highlighted.

The objectives of the ILIN are to: Implement, operate and maintain an internet-based knowledge centre on relevant technologies and best practices related to renewable energy and energy efficiency and conservation (applicable in member countries and/or its projects); Better harness limited budgets available for frequent face-to-face meetings through a communication facilitation network; Facilitate project execution and implementation through a shared online platform for project management; Achieve a sustainable operation of the platform and a regular and continuous curating of its content, and; Build local human and infrastructural capacity and manpower to support achievement of *Island Energy For Island Life*, and international development goals including the S.A.M.O.A. Pathway, the UN Sustainable Energy For All Goals (SEforALL) and the UN Sustainable Development Goals (SDGs).



- a. **Energy Policies and Roadmaps.** The Parties will cooperate closely on the provision of support in the development, review and implementation of national and regional energy policies and roadmaps towards development of a policy framework for ocean energy and Floating OTEC Technology for integration into national and regional energy policies for achieving renewable energy targets and support the development and uptake of renewables and energy efficiency in SIDS.

### **Article III**

#### **Implementation**

1. Specific projects in the areas of cooperation will be negotiated and, when agreed in writing, will be incorporated as annexes attached to this MoU. These annexes shall form an integral part of this MoU and, unless expressly provided otherwise in writing, a reference to this MoU constitutes a reference to the MoU and attached annexes.
2. Each Annex may contain one or more projects. As applicable, each project shall contain the terms and conditions for its implementation, including, but not limited to, clear deliverables, time frames and funding arrangements.
3. Each of the Parties shall designate a project manager for the implementation of each project.
4. Annexes may be modified at any time by written agreement of the Parties through their MoU Focal Points (see Article V).

### **Article IV**

#### **Exchange of Information and Documents**

1. The Parties agree to facilitate an exchange of knowledge and information on ocean energy deployment in SIDS, as well as to provide, as appropriate, guidance and training materials and share methodologies and case studies.

2. The Parties will keep each other fully informed concerning all relevant activities and events of interest by either Party.
3. Nothing in this Memorandum of Understanding is construed as requiring either Party to furnish the other Party with confidential information. If Parties will exchange information of a confidential nature under this MoU, they will consult with a view to put in place safeguards for the protection and the use of such information.

## **Article V**

### **Modalities of Cooperation between the Parties**

1. This Memorandum of Understanding does not in any way commit either Party to financial or human resource obligations. All activities in pursuance of the areas of cooperation established herein are subject to the availability of funding and human resources.
2. Implementation of specific activities, projects and programmes pursuant to this Memorandum of Understanding, including those involving the transfer of funds between the Parties or giving rise to legal or financial obligations, will necessitate the execution of appropriate legal instruments between the Parties. Such instruments will, where applicable, specify the objectives, timelines, deliverables, funding arrangements, and responsibilities of the Parties.
3. The primary contact person for each Party will be:
  - (a) For SIDS DOCK: Secretary-General, SIDS DOCK Secretariat
  - (b) Climate Institute: (TBD)
  - (c) Or such other person that either Party may, by notice in writing to the other Party, designate.

## Article VI

### Financial Arrangements

1. The Parties agree on the following financial arrangements contingent on Article V:
  - a. The Parties will collaborate in raising funds for the start-up activities of the Global Ocean Energy Alliance (GLOEA), inclusive of the launch and first operational phase. The implementation of the activities envisioned under this MoU will depend on the availability of the necessary funds. Until these resources are made available both Parties will be responsible for their own expenses, inclusive of administrative, staff, travel costs, etc.
  - a. The Partners will establish a “GLOEA Interim Coordination Unit,” to be hosted by the Secretariat of the Climate Institute, in Washington DC. The Climate Institute will provide additional in-kind support through interns, including one intern from a SIDS, and any administrative support as needed.
  - b. SIDS DOCK and Climate Institute will agree on the allocation of resources individually. for the implementation of projects on the basis of separate project documents and financial agreements.
  - c. The Parties agree to closely cooperate in the mobilization of donor support for common SIDS DOCK activities and the SIDS Oceans Programme and in developing and carrying out GLOEA activities during the first operational phase.

## Article V

### Intellectual Property & Use of Name and Emblem

1. Nothing in this Memorandum of Understanding will be construed as granting or implying rights to, or interest in, intellectual property of the Parties, except as otherwise provided in paragraph 2 below.
2. In the event that the Parties foresee that intellectual property that can be protected will be created in relation to a particular activity, project or programme to be carried out

under this Memorandum of Understanding, the Parties will negotiate and agree on terms of its ownership and use in the relevant legal instrument concluded pursuant to Article IV above.

3. Unless expressly authorized by each Party in writing, the Parties will not, in any manner whatsoever, use the name, emblem or official seal of the other Party, or any abbreviation thereof in connection with their business or otherwise.
4. All press releases or public statements relative to this Memorandum of Understanding or its implementation must be approved by both Parties, in writing, prior to release or disclosure.

## **Article VI**

### **General Provisions**

1. **Legal Status of the Parties:** Each Party is recognized to be a separate and independent organization and neither Party has the authority to bid or act on behalf of the other. As such, each Party retains its own identity and each party is responsible for establishing its own regulations, rules, and policies.
2. **Privileges and immunities:** Nothing in this Memorandum of Understanding shall be deemed to be a waiver, express or implied, of the Recipient's privileges and immunities under international and domestic law.
3. **Settlement of disputes:**
  - (a) **Amicable settlement.** The Parties will use their best efforts to promptly settle, through direct negotiations between them, any dispute, controversy or claim arising out of, or in connection with this Memorandum of Understanding or any breach thereof. Any such dispute that is not settled within 60 days from the date either Party has notified the other Party of the nature of the dispute, controversy or claim and of the measures which should be taken to rectify it, will be finally resolved through consultation between the executive heads of the Parties. Where, in the

course of such negotiations or consultations, the Parties wish to seek an amicable settlement of such dispute, controversy or claim by conciliation, the conciliation will take place in accordance with the UN Commission on International Trade Law (UNCITRAL) Conciliation Rules then prevailing.

(b) **Arbitration.** All disputes, controversies or claims arising out of, or in accordance with this Memorandum of Understanding, or any breach thereof, will, unless resolved in the manner stated above, be settled in accordance with the UNCITRAL Arbitration Rules then prevailing. The arbitral tribunal will have no authority to award punitive damages.

(c) **Amendment.** This Memorandum of Understanding may be amended only by written agreement of both Parties.

(d) **Entry into force and duration.** This Memorandum of Understanding shall enter into force upon signature by both Parties and will remain in effect for a period of five (5) years. It may be renewed by mutual agreement of the Parties in writing.

(e) **Termination.** This MoU may be terminated by mutual agreement of the Parties or by either Party providing ninety (90) days written notice to the other. In any such event, the Parties shall take all necessary action as required to promptly and orderly terminate any Work Plan, programme or project carried out under this Memorandum of Understanding in a cost-effective manner.

4. The undersigned representative of each Party represents, and the other Party relies upon such representation, that he or she has the authority to sign this Memorandum of Understanding on behalf of that Party.

## **Article VI**

### **Notices**

1. Any notices required by this Memorandum of Understanding shall be given in writing and delivered to the following addresses:

**1.1. When Addressed to SIDS DOCK:**

SIDS DOCK Secretariat  
Attention: Secretary-General  
C/O Ministry of Public Utilities, Energy and Logistics  
Government of Belize  
North Wing, Ground Floor  
Sir Edney Cain Building  
Belmopan, Cayo District  
Belize  
Tel: 1-301-873-4522  
Fax: +(501)-822-2206  
E-mail: [secretariat@sidsdock.org](mailto:secretariat@sidsdock.org)

**1.2. When Addressed to Climate Institute:**

Climate Institute  
Attention: (TBD)  
1225 New York Avenue, NW  
Suite 800  
Washington DC 20005  
U.S.A.  
Telephone:  
Fax:  
Email:

1.3 Addresses other than the above may be given as appropriate in accordance with the terms of this notice provision.

IN WITNESS WHEREOF, the Parties have signed this Memorandum of Understanding in two (2) originals in the English language, on the day set forth below.

**For SIDS DOCK:**

**For CLIMATE INSTITUTE:**

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**H.E. Mr. Ronald J. Jumeau**  
**Ambassador Extraordinary and**  
**Plenipotentiary**  
**Permanent Representative of the**  
**Republic of Seychelles**  
**to the United Nations**  
**Chair, Executive Council of SIDS**  
**DOCK**

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**NAME**  
**POSITION**  
**Climate Institute**

**Date:**

**Date:**