



SIDS DOCK
SMALL ISLAND DEVELOPING STATES
ISLAND ENERGY FOR ISLAND LIFE



**SUSTAINABLE
DEVELOPMENT
GOALS**

Global Coral Reef Alliance

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (“MoU”) is made between the Small Island Developing States Sustainable Energy and Climate Resilience Organization, (“SIDS DOCK”) and “GLOBAL CORAL REEF ALLIANCE Inc., a U.S. non-profit corporation (“GCRA”) collectively 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 as a cooperation mechanism for Small Island Developing States to finance climate change adaptation including building resilience of the coastal environment and development of ocean energy as an integral component of transforming small island developing states energy sectors to low-carbon economies,

WHEREAS, BIOROCK was established to promote the widespread and increased adoption and of technologies for the sustainable utilization and management of marine resources to support economic and livelihoods systems;

WHEREAS, Global Coral Reef Alliance Inc. serves as a platform for pooling knowledge, sharing best practices, and seeking innovative solutions for accelerated uptake of clean and cost-effective marine technologies on islands and also wishes to build partnerships with Small Island Developing States to improve environmental protection of the marine resources;

REALIZING, that it is within the Parties’ common interest to enhance their cooperation, the Global Coral Reef Alliance Inc. and SIDS DOCK agree to share information and best practices for deployment and monitoring of SIDS Appropriate Ocean focused technologies in small island developing states through a common platform, organized by major themes such as roadmaps, ecosystem restoration, resource assessment, tourism impacts, waste-to-energy systems, and desalination systems;

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

Article I

Purpose

The purpose of this Memorandum of Understanding (“MoU”) is to provide the general framework for cooperation between the Parties to accelerate the synergistic deployment and monitoring of ocean environmental management, rehabilitation of ecosystems, and ocean based renewable energy technologies small island developing states.

Article II

Areas of Cooperation

Specific areas of cooperation covered under this MoU include, but are not limited to:

- a. Establishment of an Ocean Technologies Knowledge Network (OTN), – to provide access to information, experiences and lessons learned for different technology applications on islands in order to facilitate sustainable development and help islands build their capacities to plan, build and implement projects to build climate resilience;
- b. Development of Geographic Information Systems for ocean technologies applications on small island developing states, building upon meso-scale information collected through activities undertaken by activities implemented by both parties as well as other partners such as Grid-Arendal, the Caribbean Community Climate Change Centre (“CCCCC”), the Secretariat of the Pacific Environment Programme (“SPREP”), and the United Nations Industrial Development Organization (“UNIDO”).
- c. Assessment of opportunities for addressing coastal erosion and loss of ecosystems through nature-based solutions such as regeneration/rehabilitation of coastal and ocean ecosystems and coastal and beach protection.
- d. Assessment of opportunities for waste-to-energy systems on small island developing states, for projects to manage island waste through application of appropriate technology(ies).

- e. Assessment of opportunities for renewable energy-based desalination systems on small island developing states, with particular attention to deploying technologies that provide sustainable supply of energy and fresh-water for small islands.
- f. Any other activity of mutual interest to accelerate the deployment of ocean technologies that derive sustainable economic and/or livelihood benefits, eco-system protection/rehabilitation and renewable energy on small islands developing states.

Article III **Implementation**

1. Specific projects in the areas of cooperation will be negotiated and if, and when agreed to by the Parties, will be incorporated as annexes attached to this MoU. These annexes shall then 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 written annex may contain one or more projects. Each project contained within a written annex 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 IV).

Article IV **MoU Focal Points**

The Parties shall establish Focal Points to plan, develop, and ensure the proper implementation of this MoU, as indicated below:

Global Coral Reef Alliance Inc.: President

SIDS DOCK: SIDS DOCK Projects Director, SIDS DOCK Secretariat

Article V

General Responsibilities of the Parties

1. The Parties agree to carry out their respective responsibilities in accordance with the provisions of this MoU. The Parties agree to join efforts and to maintain a close working relationship in order to achieve the objectives of this collaboration.
2. The Parties shall keep each other informed of all relevant activities pertaining to any collaboration between them covered by any written annex hereafter executed by them, and shall have semi-annual updates and consultations in order to evaluate the progress in the implementation of this MoU and to revise and develop new plans for current or prospective activities, as deemed appropriate by the Parties.
3. The Parties shall refrain from any action that may adversely affect the legal rights of the other Party set forth in any written annex hereafter executed by them, and shall fulfil their commitments under any written annex with fullest regard for the terms and conditions thereof.
4. This MoU does not in any way commit either Party to financial or human resource obligations or other obligations not explicitly set forth herein. Commitment of financial and human resources by each Party for each agreed upon Annex must be clearly set out in writing in the Annex as indicated in Article III above.
5. Unless expressly authorised by the other Party in writing in an annex, neither Party shall, 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.
6. All press releases or public statements relative to this MoU or its implementation must be approved by both Parties, in writing, prior to release or disclosure.

Article VI

General Provisions

1. **Privileges and immunities:** Nothing in this MoU shall be deemed to be a waiver, express or implied, of any of the privileges and immunities of the International Renewable Energy Agency.

2. **Settlement of disputes**
 - a. **Amicable settlement.** The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of this MoU or any annex hereto or the breach, termination or invalidity thereof. Where the Parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the United Nations Commission on International Trade Law (UNCITRAL) Conciliation Rules then applicable or according to such other procedure as may be agreed between the Parties.

 - b. **Arbitration.** Any dispute, controversy or claim between the Parties arising out of this MoU, or any annex or the breach, termination or invalidity thereof, unless settled amicably under Section 2.1 above within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then applicable. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy or claim.

3. **Amendment.** This MoU may be amended only by a written instrument executed by both Parties.

4. **Entry into force and duration.** This MoU 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.

5. **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 or project carried out under this MoU in a cost-effective manner.

6. Each Party is recognized to be a separate and independent from each other 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 policies.
7. 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 MoU on behalf of that Party.

Article VII

Notices

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

1.1.SIDS DOCK Secretariat

C/o Caribbean Community Climate Change Centre
Attention: Secretary-General
2nd Floor, Lawrence Nicholas Building
P. O. Box 563, Ring Road, Belmopan, Belize
Telephone: +501-822-1104
Fax: +501-822-1365
E-mail: secretariat@sidsdock.org

1.2 Global Coral Reef Alliance

Attention: President
37 Pleasant Street
Cambridge, Massachusetts 02134
Telephone: 857-523-0807
Email: Goreau@globalcoral.org

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 MoU in two (2) originals in the English language, on the day set forth below.

For SIDS DOCK

His Excellency Ronald Jean Jumeau
Ambassador and Permanent Representative of the
Republic of Seychelles to the United Nations
Chair, Executive Council of SIDS DOCK
Secretariat of SIDS DOCK

Date:

For Global Coral Reef Alliance

Thomas Goreau, PhD
President

Date: