



SIDS DOCK
SMALL ISLAND DEVELOPING STATES
ISLAND ENERGY FOR ISLAND LIFE



A/5/MoU1(2019)



Memorandum of Agreement

Between

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

And

Grid Arendal Foundation (GRID-Arendal)

On

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

“Promotion Of Nature-Based Solutions And Technologies For The Sustainable Use And Management Of Marine Resources To Support The Economic And Livelihoods Systems Of The Populations Of Small Islands And Low-Lying Developing Countries”

10 July 2019



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THIS MEMORANDUM OF UNDERSTANDING (“MoU”) is made between the Small Island Developing States Sustainable Energy and Climate Resilience Organization, (“SIDS DOCK”) and Grid Arendal Foundation (“GRID-Arendal”);

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, GRID-Arendal was established in 1989, with the mission to create environmental knowledge that encourages positive change, through the organising and transforming of available environmental data into credible, science-based information products, delivered through innovative communication tools and capacity building services;

RECOGNIZING, the similarities in missions, the Parties agree to collaborate in the promotion of nature-based solutions and technologies for the sustainable use and management of marine resources to support the economic and livelihoods systems of the populations of small islands and low-lying developing countries;

FURTHER RECOGNIZING the responsibility of SIDS DOCK to provide a collective 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 the energy sectors of small island developing states to low-carbon economies, with high climate resilience.

WHEREAS, GRID-Arendal and SIDS DOCK are already pursuing activities to reduce the impacts of a changing climate on the populations of small islands, agree that it is useful 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;

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:



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Article I

Purpose

The purpose of this Memorandum of Understanding is to provide the general framework for cooperation between the Parties to accelerate the synergistic deployment and monitoring of nature-based solutions to the challenges of ocean environmental management, rehabilitation of ecosystems, and the development of ocean-based renewable energy technologies in 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 from deployment of nature based-solutions and SIDS-Appropriate Technology Applications on small islands in order to facilitate sustainable development, and help islands build their capacities to plan, build and successfully implement projects to build climate resilience;
- b. Development of Geographic Information Systems (“GIS”) for ocean technologies applications on small island developing states, building upon meso-scale information collected through activities undertaken by both parties, as well as other institutions like the Caribbean Community Climate Change Centre (“CCCCC/5Cs”), the Secretariat of the Pacific Environment Programme (“SPREP”), the United Nations Industrial Development Organization (“UNIDO”) and the United Nations Environment Programme (“UN Environment”);
- c. Assessment of opportunities for addressing coastal erosion and loss of ecosystems through nature-based solutions, such as blue carbon, biorock technology, and others.
- d. Assessment of opportunities for waste-to-energy systems on small island developing states – with development of projects to manage island waste through the application of appropriate technologies;
- e. Assessment of opportunities for renewable desalination systems on small island developing states – by deploying technologies that provide both energy and water for islands in a sustainable fashion;
- f. Any other activity of mutual interest to accelerate the deployment of nature-based solutions and/or ocean technologies that provide sustainable economic and/or livelihood benefits, ecosystem 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, 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 IV).

Article IV **MoU Focal Points**

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

GRID-Arendal: Chief Scientist, GRID-Arendal

SIDS DOCK: SIDS DOCK Project Director, SIDS DOCK Secretariat; SIDS DOCK Island Women Open Network (IWON)

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 this collaboration 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 agree to collaborate to facilitate the mainstreaming of gender in all aspects of programme and project design, and to ensure the application of gender mainstreaming informs the development and implementation of programmatic and operational policies and projects related to this MoU;
4. The Parties shall collaborate with the SIDS DOCK Island Women Open Network (IWON) and the Office of the Chair of the IWON, as the focal point on all gender-based programmes and projects related to this MoU.
5. The Parties shall refrain from any action that may adversely affect the interests of the other Party and shall fulfil their commitments with fullest regard for the terms and conditions of this MoU and the objectives of SIDS DOCK and the GRID-Arendal.
6. This MoU does not in any way commit either Party to financial, human or any other resource obligations. Commitment of financial and human resources by each Party for each agreed upon Annex must be clearly set out in writing as indicated in Article III above.
7. Unless expressly authorised by the other Party in writing, 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.
8. 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 the Recipient's privileges and immunities under international and domestic law.
2. **Settlement of disputes**
 - 2.1. **Amicable settlement.** The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of this MoU or the breach, termination or invalidity thereof. Where the Parties wish to seek such an amicable settlement through conciliation, the Parties shall resolve their



differences by binding arbitration in accordance with the procedures of and applying the laws of Belize.

2.2. **Arbitration.** Any dispute, controversy or claim between the Parties arising out of this MoU, or the breach, termination or invalidity thereof, unless settled amicably under Section 2.1 above within ninety (90) 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 procedures of and applying the laws of Belize.

2.3. 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 written agreement of 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 three (3) 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, programme 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.



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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: Project Director

2nd Floor, Lawrence Nicholas Building

P. O. Box 563, Bliss Parade, Belmopan, Belize

Telephone: +501-822-1104

Fax: +501-822-1365

E-mail: secretariat@sidsdock.org

- 1.2.GRID-Arendal

Attention: Managing Director

P.O. Box 183

N-4802 Arendal

Norway

Telephone: +47 47 64 45 55

Fax: +47 37 03 50 50

Email: peter.harris@grida.no

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



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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:

For GRID ARENDAL:

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

Dr. Peter Harris
Managing Director
GRID-Arendal

For
Mr. Olav Orheim
Chair, Board of Directors
GRID-Arendal

Date:

Date: