



MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (“MoU”) is made between Rivkin Radler LLP (“RR”), Ullman, Shapiro and Ullman, LLP (“USU”) and the Small Island Developing States Sustainable Energy and Climate Resilience Initiative (“SIDS DOCK”) on behalf of SIDS DOCK Island Women Open Network (“SIDS DOCK IWON”), collectively referred to as the “Parties”,

WHEREAS, SIDS DOCK was established as a mechanism for Small Island Developing States to finance climate change adaptation through the transformation of their energy sectors to low-carbon economies, in coordination with the Caribbean Community Climate Change Centre (“5Cs”), the Secretariat of the Pacific Regional Environment Programme (“SPREP”) and the Alliance of Small Island States (“AOSIS”); and

WHEREAS, SIDS DOCK IWON was established by SIDS DOCK with the objective of ensuring gender equality issues are integrated in the concept, design, implementation and evaluation of sustainable energy and climate resilience projects such as the IWON Pilot Initiative for the Development of a Global Sustainable Botanical/Herbal Supplier Market for SIDS DOCK Member States; and

WHEREAS, RR and USU possess significant experience in the laws of the United States relating to the regulation of dietary supplements (including but not limited herbs) and food, intellectual property and cyber law; and

WHEREAS, RR and USU wish to assist SIDS DOCK IWON in its biodiversity initiative and development of green/sustainable natural resources for the economic benefit of member states; and

WHEREAS, RR and USU on one hand and SIDS DOCK agree that it is useful to share information and best practices in furtherance of sustainable energy and climate resilience projects such as the IWON Pilot Initiative for the Development of a Global Sustainable Botanical/Herbal Supplier Market for SIDS DOCK Member States;

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**

The purpose of this Memorandum of Understanding (“MoU”) is to provide the general framework for cooperation between the Parties to (i) work toward the development of a regulatory infrastructure to support the development of a sustainable botanical/herbal supplier market for SIDS DOCK member states (“Herbal Initiative”); (ii) assist SIDS DOCK in the protection of its intellectual property interest and creation of general protocols and policies to be followed so as to protect any intellectual property created as part of the Herbal Initiative; and (iii) advise and assist in the development of general protocols and policies addressing the risk of cyber or other data breach and appropriate legal response should a cyber security incident occur;

Article II **Areas of Cooperation**

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

1. Legal advice based on United States law in connection with steps for development of a regulatory framework designed to allow SIDS DOCK member states to encourage the growth of a sustainable Botanical/Herbal Supplier network with the initial objective of allowing for entry into the United States market and then expansion elsewhere;
2. Development of uniform cyber security protocols designed to minimize the risk of any breach that might expose information developed as part of the IWON Pilot Initiative for the Development of a Global Sustainable Botanical/Herbal Supplier Market and development of response protocols in the event of any such cyber incident, including coordination with local counsel as to any specific variance required by local law to the uniform policies;
3. Assessment, based on United States law, of the intellectual property owned by SIDS DOCK and the development of a program to (1) protect any such intellectual property and (2) recover any such intellectual property such as appears to have been misappropriated. The parties also contemplate that it may be necessary to consult with additional attorneys to ensure relevant activities in jurisdictions within or outside of the United States are comply with the laws of the relevant jurisdictions;
4. Selection of additional experts deemed necessary to ensure compliance with such local laws and regulations may be specifically implicated by the activities described in paragraphs 1-3 immediately above;
5. Any other activity of mutual interest to accelerate the deployment of renewable energy on islands.

Article III
Financial Arrangements

1. The implementation of the activities envisioned under this MOU will depend on the availability of the necessary funds to pay for legal fees, travel and other expenses associated with services provided to SIDS DOCK by RR and USU;
2. RR and USU will work with SIDS DOCK to establish a reasonable, discounted fee structure taking into account the nature of the purpose of the projects envisioned under this MOU.

Article IV
Implementation

1. Specific projects in the areas of cooperation will be negotiated and, set forth in one or more written retainer agreement(s), which, when executed by the Parties, 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. USU and RR will not undertake to provide any services that are not expressly set forth in an executed retainer agreement.
2. Each annex may contain one or more projects. As applicable, each project shall contain the terms and conditions, to the extent practicable, 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.

Annexes may be modified at any time by written agreement of the Parties through their MoU Focal Points (see Article VII).

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 provide regular 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 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 IWON as set forth in the executed retainer agreements and to the fullest extent permitted by law.
4. This MoU does not in any way commit either Party to financial or human 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 and IV above.
5. Unless expressly authorized by the other Party in writing in advance, 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. Such authorization shall not be unreasonably withheld.
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.
7. Notwithstanding the international aspects some of the activities discussed herein, the provision of legal services by USU and RR shall be in accord with and governed by the by the laws and regulations regarding the practice of law for attorneys admitted to practice in the Courts of the State of New York. SIDS DOCK understands that the attorneys providing services in connection herewith are admitted to practice before the Courts of the State of New York, certain Federal Courts of the United States of America and, in some cases, in the State of New Jersey. USU and RR shall advise SIDS DOCK when a matter requires consultation with or affiliation with attorneys admitted to practice in other jurisdictions.

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 either party hereto.
2. **Settlement of disputes:** 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.
3. **Amendment.** This MoU may be amended only by written agreement of both Parties.

4. 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.

5. 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 Rivkin Radler LLP

Shari Claire Lewis, Esq.
926 RXR Plaza
Uniondale, NY 11556
Telephone: 516-357-3292
Fax: 516-357-3333
E-mail: shari.lewis@rivkin.com

1.3 Ullman, Shapiro & Ullman, LLP
Marc Ullman, Esq.
780 Third Avenue, 14th Floor
New York, NY 10017
Telephone: 516-357-3240
Fax: 516-243-7548
E-Mail: marc.ullman@rivkin

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 Rivkin Radler LLP

Shari Claire Lewis, Esq
Partner
Rivkin Radler LLP
Date:

For Ullman, Shapiro & Ullman LLP

Marc Ullman, Esq
Partner
Ullman, Shapiro & Ullman, LLP
Date: