



**CORAL TRIANGLE  
INITIATIVE**  
ON CORAL REEFS, FISHERIES  
AND FOOD SECURITY

**MEMORANDUM OF UNDERSTANDING  
("MoU")**

**between**

**IUCN, International Union for Conservation of Nature and Natural Resources**

**and**

**CTI-CFF Regional Secretariat, Coral Triangle Initiative on Coral Reefs,  
Fisheries, and Food Security**

**IUCN, International Union for Conservation of Nature and Natural Resources**, an international organization, with headquarters located at Rue Mauverney 28, 1196 Gland, Switzerland represented by its Asia Regional Office, 63, Soi Prompong, Sukhumvit Soi 39, Wattana, 10110 Bangkok, Thailand (hereafter referred to as "IUCN");

**and**

**CTI-CFF Regional Secretariat, Coral Triangle Initiative on Coral Reefs, Fisheries, and Food Security**, an inter-governmental organization, with its headquarters located at Coral Triangle Initiative on Coral Reefs, Fisheries, and Food Security Secretariat Building. Jl. A.A. Maramis Kayuwatu, Kairagi II. Manado, North Sulawesi 95254. Indonesia. (hereafter referred to as "CTI-CFF RS"),

IUCN and CTI-CFF-RS shall be referred to herein individually as a "Party" and together as the "Parties".

**Preamble**

**Whereas** the mission of IUCN is to influence, encourage and assist societies throughout the world to conserve the integrity and diversity of nature and to ensure that any use of natural resources is equitable and ecologically sustainable;

**Whereas** the mission of CTI-CFF is to safeguard the region's marine and coastal biological resources through a collaborative approach focused on addressing crucial issues such as food security, climate change, and marine biodiversity conservation; and

**Whereas** the Parties recognize the benefits that each may derive from their collaboration hereunder toward the fulfilment of their respective missions.

**Now therefore** the Parties agree as follows:

## **A. Objectives**

The objectives of this MoU is to provide the Parties with a general framework and a guiding tool in identifying and carrying out specific collaborative projects and activities for joint implementation from time to time (the "Objectives") through specific agreements ("Supplemental Agreements").

This MoU sets the Parties' mutual understanding of their proposed collaboration framework. Except for the obligations set forth under E 8 and 9 below, this MoU is not intended to and does not create any contractual rights or any enforceable obligations in respect of either Party.

## **B. Principles of Collaboration**

### **1. Complementarity and reciprocal support**

The Parties should support each other in working toward the achievement of the Objective and the fulfilment of their respective missions and approved plans, by building on elements of their respective programs and by pursuing effectiveness while avoiding unnecessary duplication of effort.

### **2. Mutual benefit**

The specific projects and activities on which the Parties may collaborate under this MoU and through related Supplemental Agreements should be selected, agreed and carried out so as to bring a clear benefit to both Parties and their respective constituents.

### **3. Responsibility and funding for collaboration projects and activities**

Such collaborative projects and activities should be undertaken with a clear, mutual understanding of the work and the responsibilities to be carried out by each Party and of the ways and means of funding each such project or activity. To that end, the specific details in respect of (a) the work and responsibilities of each Party in terms of operational, performance and administrative tasks, (b) the agreed deliverables to be produced by each Party, and (c) the source, allocation, control and use of all necessary funding shall be set forth clearly in the relevant Supplemental Agreement.

### **4. Mutual recognition**

Public statements and publications by either Party regarding joint activities undertaken pursuant to this MoU should expressly acknowledge the cooperative relationship between the Parties. Additionally, where either Party intends to use, in publications in any medium, substantial data and/or information (collectively "Materials") obtained by the other Party, the Party intending to use the materials should:

- a. Give the other Party
  - i. reasonable advance notice of such intended use, and
  - ii. the opportunity to edit or otherwise amend the Materials, or to object to and prevent the intended use thereof, provided that any such objection shall be based on reasonable grounds; and
- b. Include with the Materials, in a clearly legible font and conspicuous location in the medium, an acknowledgment or source of reference.



### C. Areas and Activities of Collaboration

1. Specific areas of collaboration, activities and projects shall be identified in the Asia-Pacific region on the basis of geographic priorities, programmatic scope and/or other relevant criteria and shall be agreed in one or more Supplemental Agreements.
2. Potential areas of collaboration include, but are not limited to, the following:
  - a. **Area-based conservation targets within the Kunming-Montreal Global Biodiversity Framework (GBF):** Collaborate to achieve the GBF targets, specifically focusing on the equitable governance and effective management and expansion of Marine Protected Area (MPA) networks and Other Effective Area-based Conservation Measures (OECMs) across the Coral Triangle region. This could include exploring collaboration via the Asia Protected Areas Partnership (APAP).
  - b. **Ecosystem-based management and marine protected areas:** Collaborate to strengthen the design, establishment, and management of effective MPA networks in the Coral Triangle region, potentially leveraging IUCN's expertise while aligning with the conservation goals established by the Kunming-Montreal Global Biodiversity Framework.
  - c. **Mangrove restoration and protection:** Jointly develop and promote mangrove restoration initiatives and best practices to enhance coastal resilience and biodiversity and support the Bonn Challenge and GBF's goals for ecosystem restoration.
  - d. **Sustainable fisheries and livelihoods:** Work together to improve the sustainability of small-scale fisheries and promote alternative livelihood options to support coastal communities within the Coral Triangle.
  - e. **Species conservation:** Collaborate on the development and implementation of species-specific priorities into the Coral Triangle conservation action planning, by integrating these efforts with the area-based conservation targets.
  - f. **Climate change adaptation and resilience:** Implement Nature-based Solutions and strategies to mitigate the impact of climate change on marine and coastal ecosystems, with a focus on the Coral Triangle.
  - g. **Capacity building and knowledge sharing:** Support governments and communities through capacity building and training on relevant marine and coastal conservation practices, in alignment with the CTI-CFF Capacity Building Roadmap 2024-2027. Exchange knowledge, resources, and tools related to marine conservation within the region.
  - h. **Monitoring, Evaluation, and Learning (MEL):** Foster a culture of learning and knowledge sharing by integrating MEL practices into all aspects of collaboration, facilitating the exchange of lessons learned and best practices for effective conservation within the Coral Triangle.
  - i. **Advocacy and policy influence:** Collaborate in advocating for stronger conservation policies at national and regional levels for the benefit of the Coral Triangle Initiative.
  - j. Any other forms of collaboration that may be from time to time agreed upon in writing by the Parties.



#### **D. Modalities of Performance**

1. In order to ensure the harmonious implementation of the Parties' collaboration and the successful achievement of the Objective of this MoU, the Parties will act in good faith, should actively support each other in the performance of intended tasks/activities and take all reasonable steps to make the most effective use of the collaboration hereunder in furtherance of their respective missions.
2. Considering the preceding paragraph 1, the Parties agree to the following practical steps:
  - a. An annual meeting at the senior management level should be scheduled and held every calendar year (the "Annual Meeting"), with the date and venue to be agreed by the Parties in each instance.
  - b. The Annual Meeting is intended to provide the Parties with the opportunity to review their collaborative relationship and possibly to extend its scope, and in particular to share information, evaluate past and ongoing joint activities, and discuss new areas and activities for further potential collaboration.
  - c. Each Party's regional office staff and other key personnel who are actively involved in specific collaboration activities should seek to meet on a regular basis, and at a minimum once every calendar year, to review specific aspects of their respective work-plans with a view to achieving or improving complementarity.
  - d. Regional personnel not engaged in collaborative activities should be invited and encouraged to identify possible areas of collaboration between the Parties in their respective regions.
  - e. Each Party shall nominate and notify to the other Party a number of representatives who serve as focal points dedicated specifically to coordinating
    - i. the overall collaboration under this MoU, and
    - ii. the specific activities undertaken pursuant to the Supplemental Agreement(s) stipulated by the Parties. And
  - f. Each Party shall ensure that any changes made to the list of its focal points are promptly communicated to the other Party.

#### **E. Miscellaneous Provisions**

1. Supplemental Agreements
  - a. Collaboration activities to be carried out pursuant to any Supplemental Agreement shall be:
    - i. Subject to the availability of funds and resources;
    - ii. Approved by the appropriate administrative authorities of each Party; and
    - iii. Undertaken in accordance with the Parties' respective established policies and procedures.



- b. The Parties' performance of Supplemental Agreements shall be subject to and in accordance with the terms and conditions provided for in each such Supplemental Agreement.

2. Financial Provisions

Financial, administrative and reporting provisions relating to any collaboration activities between the Parties shall be expressly agreed in the relevant Supplemental Agreement.

3. Dispute Resolution

Any dispute arising out of or in connection with this MoU shall be settled by amicable negotiation between the Parties. Should the Parties be unable to negotiate an amicable settlement, the dispute shall be submitted to mediation following procedures to be agreed by the Parties.

4. Representation

Neither Party shall have the authority to incur any liability or make any commitment on behalf of the other Party *vis à vis* any third party, contractually or otherwise, without the other Party's advance express written consent.

5. Assignment

Neither Party to this MoU may assign or transfer the responsibilities or arrangement made herein without the prior consent of the non-assigning party.

6. Amendment

This MoU may be amended only by a writing signed by both Parties.

7. Term and Termination

This MoU is to come to operation on the date of signature by the Parties, and shall remain in effect for five (5) years from the effective date, and it may be automatically extended for successive five-year periods, unless it is terminated by either Party. Either Party may terminate this MoU by giving the other Party six (6) months' advance written notice of termination. It is understood that any such termination shall have no effect on any Supplemental Agreements then in force between the Parties, and that the performance of such Supplemental Agreements shall be subject to their own terms and conditions.

8. Intellectual Property Rights

Neither Party shall have the right to use the other Party's name, logo and/or other trademarks in any medium and for whatever purpose without the other Party's prior written consent in each instance of use.

The Parties will jointly own any intellectual property, data, and information resulting from any activities conducted under the MOU. The Parties shall not share information and materials made available or developed by joint activities under the MOU to any third party without express mutual consent from both Parties.

9. Personal Data

The Parties undertake to process any personal data exchanged in the implementation of this MoU in compliance with the applicable law or regulatory framework. Personal Data is any information relating to an identified or identifiable individual.

10. Execution

This MoU constitutes the entire understanding of the Parties pertaining to all matters contemplated hereunder at this time. The signing of this MoU is not intended to create, and does not create, any obligation on the Parties to enter into any Supplemental Agreement.

**In witness whereof**, the undersigned, being duly authorized to do so, have executed this MoU in the English language in two (2) counterparts, each of which shall be deemed an original, and which together shall constitute one and the same instrument.

**IUCN, International Union for Conservation of Nature and Natural Resources**

**CTI-CFF Regional Secretariat, Coral Triangle Initiative on Coral Reefs, Fisheries, and Food Security**

Signed:

Signed:

  
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Dindo Campilan  
Regional Director for Asia and Hub  
Director for Oceania

  
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Frank Keith Griffin  
Executive Director

Date: 3 Sept 2024

Date: 3.9.2024