

MEMORANDUM OF UNDERSTANDING

Between

**THE UNITED STATES DEPARTMENT OF THE INTERIOR
and the
CORAL TRIANGLE INITIATIVE ON CORAL REEFS, FISHERIES AND FOOD SECURITY
Concerning
STRENGTHENING ORGANIZATIONAL AND ADMINISTRATIVE CAPACITY FOR
IMPROVED FISHERIES MANAGEMENT**

The Department of the Interior of the Government of the United States of America (hereinafter referred to as "DOI"), and the Coral Triangle Initiative on Coral Reefs, Fisheries and Food Security (hereinafter referred to as "CTI-CFF"), a Public International Organization designated by the U.S. Agency for International Development (USAID), herein collectively referred to as the "Participants", CONSIDERING the importance of working with the USAID Oceans and Fisheries Partnership activity to improve administrative capacity for effective fisheries management, have entered into this Memorandum of Understanding (hereinafter referred to as the "MOU").

ARTICLE I — AUTHORITY AND PURPOSE

A. Authority:

This MOU is entered into in order to implement the interagency agreement between DOI and USAID to avail specialized DOI expertise accessed through DOI's International Technical Assistance Program (DOI-ITAP).

B. Purpose:

In partnership with CTI-CFF and following the guidance of USAID, to provide targeted technical assistance available through DOI that builds capacity of local actors on priority topics. DOI and CTI-CFF hereby intend to pursue technical cooperation in accordance with the terms of this MOU.

ARTICLE II—CONDUCT OF THE PROGRAM

Forms of cooperation under this MOU will be collaborative efforts determined between DOI, USAID's Regional Development Mission for Asia (RDMA), CTI-CFF, CTI-CFF member states, and stakeholders, and will be geared toward increasing local and regional capacity for improved resource management in selected geographic areas.

Activities under this MOU are subject to the availability of personnel, resources, and funds. This MOU is not legally binding and should not be construed to obligate any particular expenditure or commitment of resources or personnel. The Participants intend, in accordance with Article VI below, to develop specific Annexes in writing before the commencement of each project hereunder.

Each Participant should designate a principal representative who, as mutually determined upon by the Participants, should meet to review the activities under this MOU and develop proposals for future activities, as appropriate.

ARTICLE III—TITLE TO PROPERTY

Title to all real property and any improvements thereto, furnished, acquired or constructed for the purpose of conducting the activities covered by this MOU should be vested in DOI or the entity that provided funding, unless otherwise decided in writing in an Annex to this MOU between the two cooperating Participants for the more effective execution or follow-up of the activities.

Title to any part of the equipment, instruments, software or any personal property, to be used for the purpose of conducting the activities under this MOU, in general, should be vested in DOI or any other agency that supplied it, or provided the funds for its acquisition, unless otherwise decided in writing in a particular Annex to this MOU between the two cooperating Participants for the more effective execution or follow-up of the activities in specific cases or with respect to specific categories of equipment, instruments, software or personal property.

ARTICLE IV—LIABILITY

Each Participant should be responsible for damage claims to its own property or injury to its own employees resulting from work performed directly for the activities described in this MOU or any Annexes thereto.

ARTICLE V—APPROPRIATION OF FUNDS

To the extent that the carrying out of any provision of this MOU depends on the appropriation of funds, implementation of activities will be subject to the availability of such funds pursuant to the national laws and procedures applicable in the United States of America.

ARTICLE VI—ANNEXES

The Participants should communicate in writing and in advance prior to carrying out activities under this MOU. Such activities should be described in Annexes to this MOU, and should set forth in terms appropriate to the activity, a work plan, staffing requirements, cost estimates, funding sources, and other particular undertakings, obligations, or conditions not included in this MOU. In the case of an inconsistency between the terms of this MOU and the terms of any Annexes to this MOU, the terms of this MOU shall be controlling.

ARTICLE VII—INVOLVEMENT OF OTHER INSTITUTIONS

The Participants may include, as appropriate, and as may be mutually decided in writing, the services of other government agencies, universities or organizations for the development and implementation of this MOU. In particular, USAID/RDMA and the USAID Oceans and Fisheries Partnership will be substantially involved in developing the work plan(s) described in the Annex(es) to this MOU.

ARTICLE VIII—VALIDITY, AMENDMENT AND TERM

Activities under this MOU may commence in accordance with its terms. The term (“term”) of this MOU will begin on the date of its signature by both Participants (“Commencement Date”) and will terminate on August 31, 2019 (“Expiration Date”). Any extension beyond the Expiration Date must be in writing and signed by both Participants. This MOU may be amended in writing by mutual concurrence of both Participants.

ARTICLE IX—TERMINATION

This MOU may be terminated by either Participant upon 30 days of written notice to the other Participant. Upon receipt of the termination notice from a Participant, the other Participant will take all action necessary to cancel outstanding commitments relating to the work under this Agreement. The Participants will use their best efforts to honor their respective prior commitments.

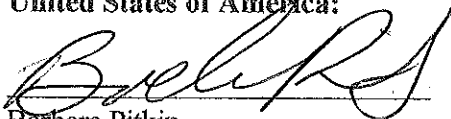
ARTICLE X—FINANCIAL OBLIGATIONS

Without prejudice to what the Participants may provide in any Annexes to this MOU for the joint implementation of programs, projects and/or activities, this MOU in and of itself does not create obligations of a financial nature for either of the Participants.

ARTICLE XI—DISPUTE RESOLUTION

Any dispute that arises in connection with the application or interpretation of this MOU or any Annexes to this MOU may be resolved by direct negotiation between the Participants.

**For the Department of the Interior
of the Government of the
United States of America:**



Barbara Pitkin
ITAP Director
Office of International Affairs
U.S. Department of the Interior

Date: 6/19/17

For the CTI-CFF Regional Secretariat:



Widi A. Pratikto
Executive Director
Regional Secretariat
Coral Triangle Initiative on Coral Reefs,
Fisheries and Food Security

Date: June 15, 2017