



#### MEMORANDUM OF UNDERSTANDING (MoU)

Between

The Coral Triangle Initiative on Coral Reefs, Fisheries and Food Security (CTI-CFF)

and

The University of Papua New Guinea (UPNG)

The Coral Triangle Initiative on Coral Reefs, Fisheries and Food Security (hereinafter referred to as "CTI-CFF") is a multilateral partnership formed by the governments of the six Coral Triangle countries in 2009 working together to sustain extraordinary marine and coastal resources by addressing crucial issues such as food security, climate change and marine biodiversity. The CTI-CFF is focused on the marine science, the environments and the communities, managed through the Regional Secretariat addressed at Jl. A.A. Maramis Kayuwatu, Kairagi II, Manado, North Sulawesi, 95254, Indonesia.

**The University of Papua New Guinea** (Hereinafter referred to as UPNG), P.O. Box 320, University, National Capital District. Papua New Guinea.

CTI-CFF and UPNG are hereinafter referred together as "the Parties"

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WHEREAS the Parties are desirous to collaborate and work together in the area of marine and coastal resource management, as well as areas under the five main goals of CTI-CFF Regional Plan of Action (RPOA) that include seascape management, ecosystem approach to fisheries management, marine protected areas, climate change adaptation and mitigation, and management of threatened species.





**THEREFORE** the Parties have reached the following understandings:

#### Article 1 Objective

The main objective of this MoU is to provide a framework for cooperation between the Parties and to strengthen, promote and develop cooperation and exchanges in areas of mutual interest of capacity-building, technical assistance, and research collaboration throughout the CTI region by respective programs undertaken by the regional universities network.

# Article 2 Areas of Cooperation

The Parties hereby mutually declare and agree to cooperate in the following areas including, but not limited, to:

- 1. Management of Priority Seascapes e.g.:
  - a. Management planning of priority seascape
  - b. Tropical coastal habitat mapping
  - c. Marine spatial planning for tropical coastal zones
  - d. Ridge-to-reef planning
  - e. Appropriate legislative frameworks
  - f. System connectivity
- 2. Ecosystem Approach to Fisheries Management (EAFM), e.g.:
  - a. Setting carrying capacities for reef fisheries
  - b. Use of MPAs to rebuild reef fisheries
  - c. Alternative livelihoods and enterprise
  - d. Reserve design for rebuilding fisheries
  - e. Mitigating the ecosystem-effects of fishing
  - f. Mapping and modelling of reef ecosystem services

Fostering alternative livelihoods by supporting entrepreneurship and appropriate

- business models
- g. Risk assessment of threatened marine species exposed to fisheries and coastal development
- h. Population structure and connectivity
- 3. Marine Protected Areas (MPA) establishment and management e.g.:
  - a. Design of connected MPAs with a view to both biodiversity conservation and fisheries sustainability
  - b. Reserve selection algorithms for biodiversity
  - c. Reserve design for fisheries





- d. Evaluation of reef health; monitoring methods, and interpretation
- 4. <u>Climate Change Adaptation and Mitigation.</u>
  - a. Risks of inundation
  - b. Value of green infrastructure
  - c. Mapping risk of coastal erosion, impacts of sea-level rise, effects of cyclones / typhoons, extreme events
  - d. Impacts and response to extreme drought
  - e. Systems modelling and stakeholder engagement
  - f. Legal issues for adaptation to sea-level rise
  - g. Effects of sea-level rise on coastal ecosystems
  - h. Blue Carbon: assessment and business models
  - i. Community-based management, governance, stakeholder engagement
- a. Recovery of Threatened Species e.g.
  - a. Restoration and resilience of coral reef, mangrove, and seagrass ecosystems
  - b. Conservation planning on sharks, manta rays, sea turtle, stranded marine mammals, seaand shorebirds and other related species
  - c. Management and planning of threatened species recovery in general.

# Article 3 Limits of Cooperation

- 1. This MOU is only to express the intentions of the parties to cooperate. The expressed intentions in this MOU are not to be read or regarded as binding. No legally binding obligations arise as a consequence of the signing of this document. This document is not capable of giving rise to any ground for a party to institute legal proceedings of any kind against the other party.
  - (a) No offer or guarantee is made or contained herein. Actions taken by any party in reliance on this document, or statements made pursuant to this document, will be at that party's sole risk.
  - (b) A party may withdraw from their stated intention to cooperate at any time by written notice to the other party. Unless a party withdraws at an earlier time, this letter shall expire within a year of signing.
  - (c) Each party is aware that this document does not contain any obligations of confidentiality. If the parties wish to exchange confidential information, they will enter a separate, legally binding confidentiality agreement.
  - (d) The parties agree that, as at the date of signing this document, to the best of their knowledge, no conflict of interest exists or is likely to arise in relation to the intention of the parties to cooperate under this document. If during the term of this document, a conflict or potential conflict of interest arises for one of the parties, then that party will immediately notify the other party in writing of that conflict or potential conflict of interest.





### Article 4 Facilitation

- (a) The parties have selected the following designated representatives to facilitate discussions:
  - (i) For The University of Papua New Guinea, the designated person is: Professor Chalapan Kaluwin, Acting Executive Dean, School of Natural and Physical Sciences.
  - (ii) For the Coral Triangle Initiative, the designated person is Prof. Dr. Widi A. Pratikto, PhD, CTI-CFF Secretariat.

### Article 5 General Provision

- 1. This MoU will not give rise to any financial obligation by one Party to another. Any other activities that involve cost and financial implication will be discussed further by the Parties.
- 2. This MOU will also be supported by the PNG CTI National Coordination Committee (PNG-CTI-NCC) in terms of financial resources through the updated PNG CTI Marine National Action Plan and activities.
- 3. This MoU serves only as a record of the Parties' intentions and does not constitute or create, and is not intended to constitute or create, obligations under domestic or international law and will not give rise to any legal process and will not be deemed to constitute or create any legally binding or enforceable obligations, expressed or implied.
- 4. Neither Party may engage, invite, involve or include any other third party to any areas of cooperation agreed under this MoU without the consent of the other Party and such consent shall not be unreasonably withheld.
- 5. The Parties shall be responsible for the evaluation of the activities under this MoU in accordance with the practices of the Parties.
- 6. The protection and ownership of the intellectual property rights in respect of any technological development and any products and services development carried out jointly by the Parties shall be discussed, determined and agreed upon by the Parties.
- 7. The use of the name, logo and/or official emblem of any of the Parties on any publication, document and/or paper is prohibited without the prior written approval of either Party.

# Article 6 Settlement of Disputes

Any difference or dispute between the Parties concerning the interpretation and/or implementation and/or application of any of the provisions of this MoU shall be settled amicably through mutual





consultation and/or negotiations between the Parties without reference to any third party or tribunal.

### Article 7 Duration, Entry Into Force, Amendments, and Termination

- 1. The duration of this MoU shall be 5 (five) years, renewable for such further period as may be agreed between the Parties.
- 2. This MoU shall enter into force on the date of the Parties sign.
- 3. The MoU may be amended, renewed or extended by mutual consent in writing, and may be terminated by either Party at any time provided that the terminating Party gives written notice of its intention at least 6 (six) months before termination.

**IN WITNESS WHEREOF**, the Undersigned, being duly authorized thereto by their respective representatives, have signed this MoU

Done in The University of Papaa New Guingin two original copies.

For and on behalf of the

For and on behalf of the

CORAL TRIANGLE INITIATIVE ON CORAL REEFS, FISHERIES AND FOOD SECURITY

THE UNIVERSITY OF PAPUA NEW GUINEA

PROF. DR. WIDI A. PRATIKTO, PhD

**Executive Director** 

The CTI-CFF Secretariat

PROF. ALBERT MEDLAM, PhD

20/04/17

Vice-Chancellor The University of Papua New Guinea





Prof. Chalapan Kaluwin, PhD

A/Executive Dean

School of Natural & Physical Sciences, The University of Papua New Guinea

Prof. Simon M Saulei, PhD

Leader, Discipline of Biological Sciences School of Natural & Physical Sciences. The University of Papua New Guinea