



JAMES COOK UNIVERSITY

ABN 46 253 211 955

and

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

MEMORANDUM OF UNDERSTANDING

BETWEEN:

JAMES COOK UNIVERSITY ABN 46 253 211 955 a body corporate established under the *James Cook University Act* 1997 of JCU, Townsville Campus, Townsville 4811, in the State of Queensland, Australia

("JCU")

and

THE CORAL TRIANGLE INITIATIVE ON CORAL REEFS, FISHERIES AND FOOD SECURITY, managed through the Regional Secretariat addressed at Jl. A.A. Maramis Kayuwatu, Kairagi II, Manado, North Sulawesi, 95254, Indonesia

("CTI-CFF")

BACKGROUND

- 1.1 JCU is defined by the tropics. It is unique among Australian universities, woven into the intellectual, economic and social fabric of its tropical location and set amid irreplaceable ecosystems and cultures. JCU seeks knowledge-based ways to help the world's tropical regions prosper. JCU does this through shaping its teaching, research and engagement around four themes:
 - Tropical Ecosystems and Environment
 - Industries and Economies in the Tropics
 - Peoples and Societies in the Tropics
 - Tropical Health, Medicine and Biosecurity
- The CTI-CFF is a multilateral partnership formed by the governments of the six Coral Triangle countries (Indonesia, Philippines, Malaysia, Papua New Guinea, Solomons, Timor Leste) 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, environments and the communities of the region.

2. OBJECTIVES OF THE PARTIES

- 2.1 The purpose of this Memorandum of Understanding ("MOU") is to provide a framework for collaboration between JCU and CTI-CFF in order to strengthen, promote and develop cooperation and exchanges in areas of mutual interest of marine science research between the parties.
- 2.2 The objective of the parties is to collaborate on research, capacity building and in the provision of technical assistance in support of the sustainable management of the marine resources of the Coral Triangle.

3. PLANNED ACTION

The parties seek to advance their shared interests in the sustainable management of the marine resources of the Coral Triangle through joint initiatives, including but not limited to:

(a) Research

Research collaboration is needed to underpin robust science-based management in Coral Triangle. Potential research topics include:

- Research on climate change impacts;
- Marine biogeography, biodiversity, connectivity, and ecology; and

Ecosystem resilience.

(b) Capacity Building

Capacity building is essential to the success of the CTI-CFF, particularly in Papua New Guinea, Timor-Leste and Solomon Islands. Capacity building initiatives may support senior governmental officers, local leaders, regional coordinators and program managers, and technical staff.

(c) Technical assistance support for strengthening capacity of CTI-CFF Regional Secretariat

To assist the Regional Secretariat meet its responsibilities, it is imperative that its capacity to effect regional cooperation in marine resource management among CTI-CFF countries and partners is supported through the delivery of research, technical advice and training.

4. CO-ORDINATION AND MANAGEMENT

- 4.1 There is opportunity for flexibility in the actual nature and direction of the relationship, which will be agreed during future regular meetings between relevant representatives of JCU and CTI-CFF.
- 4.2 Each party hereby designates the following Project Liaison Officers:

JCU:

Professor Marcus Lane Dean, College of Science and Engineering James Cook University

Email: <u>DeanCSE@jcu.edu.au</u> Tel: +61 (0) 7 4781 4345

CTI-CFF:

Dr. Muhamad Lukman Head of Technical Program CTI-CFF Regional Secretariat

Email: lukman.lucky@cticff.org

With a carbon copy to apahlevi@cticff.org

Tel : +62 431 - 7241927 +62 431 - 7241878

4.3 The Project Liaison Officers shall meet from time to time during the term of this MOU, as and when required by the parties. The purpose of such meetings shall be to discuss areas of opportunity, agree areas of interest to be taken forward, and formalise suitable mechanisms and term of agreements.

STATUS OF THIS MEMORANDUM OF UNDERSTANDING

- 5.1 The parties do not intend that this MOU will be in any way binding. This MOU serves only as a record of the separate intentions of the parties.
- 5.2 This MOU may form the basis for the preparation of formal contracts between the parties, however the parties do not intend to enter into any legal relationship unless and until such formal contracts are executed.
- 5.3 For the avoidance of doubt, this MOU creates no financial obligation or commitment of staff or other resources on the part of either party.

6. TERM AND TERMINATION

- This MOU shall commence on the date this document is executed by the parties and shall remain in force for a period of five (5) years. The MOU may be extended by mutual agreement in writing signed by each party.
- 6.2 Either party may terminate the MOU by the giving of 30 days written notice to the other party.

7. RELATIONSHIP BETWEEN THE PARTIES

Nothing contained in this MOU shall be construed as constituting a joint venture, partnership or formal business arrangement of any kind between the parties or of appointing either party as an agent of the other.

8. NOTICES

Any notices, or any form of communication between the parties shall be in writing and sent to the Project Liaison Officers identified in clause 4.2 and shall be considered to have been served:

- (a) in the case of delivery by hand, on the day of delivery;
- (b) in the case of delivery by post, on the 7th business day after posting;
- (c) in the case of communication by email, at midday on the day following the successful despatch of the message.

Executed by the parties on the date set out above.

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Witness signature

UNIVERSITY ABN 46 253 211 955 by its duly authorised officer: Professor Sandra Harding Vice-Chancellor and President)	Ja e
Name and position	
in the presence of witness:	
Dethi Tyl Witness signature	
SIGNED on behalf of THE CORAL)	20-12-0
TRIANGLE INITIATIVE ON CORAL REEFS,) FISHERIES AND FOOD SECURITY)	I I I
by its duly authorised officer:)	
Name and position	
in the presence of witness:	