



## PACIFIC RIM INNOVATION AND MANAGEMENT EXPONENTS, INC.

AND

# THE REGIONAL SECRETARIAT OF THE CORAL TRIANGLE INITIATIVE ON CORAL REEFS, FISHERIES AND FOOD SECURITY

**MEMORANDUM OF UNDERSTANDING** 

### THIS MEMORANDUM OF UNDERSTANDING is made on the March day 31 of 2017 BETWEEN:

PACIFIC RIM INNOVATION AND MANAGEMENT EXPONENTS, INC., herein referred to as "PRIMEX", with office address at 502, Manila Luxury Condominium, Pearl Drive, Ortigas Center, Pasig City, Metro Manila, Philippines.

#### AND

THE REGIONAL SECRETARIAT OF THE CORAL TRIANGLE INITIATIVE ON CORAL REEFS, FISHERIES AND FOOD SECURITY, herein referred to as "CTI-CFF RS", with address at Jl. A.A. Maramis Kayuwatu, Kairagi II, Manado, North Sulawesi 95254, Indonesia

#### 1. Background

- 1.1 PRIMEX, in association with The Worldfish Center and Trans Intra Asia, has entered into a contract with the Asian Development Bank (ADB) to provide technical advice to government implementing agencies (IAs) and serve as Project Manager on behalf of ADB, the executing agency (EA), for the Coastal and Resources Management in the Coral Triangle: Southeast Asia (Regional Technical Assistance [RETA 7813]), herein referred to as "the Project";
- 1.2 The Project supports the introduction of more effective management of coastal and marine resources, especially those associated with coral reef ecosystems, to build their resilience in a period of increased threats arising from climate change and human-induced impacts, thereby maintaining ecosystem integrity and productivity and ensuring the improved socioeconomic status of coastal communities;
- 1.3 CTI-CFF is a multilateral partnership established in 2009 by six countries, namely: Indonesia, Malaysia, Papua New Guinea, Philippines, Timor-Leste, and the Solomon Islands, herein referred to as "CT6", with the main objective of addressing the urgent threats facing the coastal and marine resources of one of the most biologically diverse and ecologically rich regions on earth, the Coral Triangle;
- 1.4 CTI-CFF RS is mandated to promote regional cooperation, sharing of lessons, and

facilitate learning across the CT6;

- 1.5 In coordinating and monitoring the progress of achieving the goals of the CTI-CFF Regional Plan of Action, the CTI-CFF RS cover the following areas: organizational development, outreach and communication, regional coordination and mechanisms, technical and thematic working groups, development of key regional reports, and capacity development;
- 1.6 The achievement of targets in the Design and Monitoring Framework of the Project would require the conduct of Tri-National Workshop on the Establishment of Sea Turtle Marine Protected Area (MPA) Network and Monitoring, Control, and Surveillance (MCS) System In Sulu Sulawesi Marine Ecoregion (SSME), herein referred to as the "the Workshop";
- 1.7 The Workshop is proposed to be held in Manado, Sulawesi, Indonesia and will be organized by the CTI-CFF RS;
- 1.8 The Project will hire, through PRIMEX upon approval by ADB of the proposed candidate, a Financial Adviser/Project Initiation Specialist (FA/PIS) who will be seconded to the CTI-CFF RS on full-time basis;
- 1.9 The Project will support, through PRIMEX upon approval by ADB, the participation of the youth from CT3 to the 5th Asian Youth Forum (AYF5) and 50th ADB Annual Meeting (ADB@50) in Yokohama, Japan;

#### 2. Objectives of the Parties

The main objective of this MoU is to provide a framework for cooperation between the Parties in implementing the **Planned Action** as described in Section 3 below. Within this framework, the parties will consult with each other in an effort to coordinate the activities related to the implementation of the Workshop.

#### 3. Planned Action

3.1 On the Workshop. CTI-CFF RS shall host the implementation of the Workshop, which shall include organizing of activities and programs, sending out of invitations to participants and resource persons, provision of logistical support such as meeting venue, arrangement with caterers and hotels, and preparation and dissemination of reports. The selection of participants and resource persons will be based on paragraph 11, Section D – Methodology of the Capsule Proposal (CP)

as attached in **Appendix 1.** The final agenda, program and schedule of activities during the 3-day workshop will be determined during the NCC Consultative meeting which shall also be organized by the CTI-CFF RS as described in paragraph 11 of the CP. PRIMEX will provide full support and collaboration to . CTI-CFF RS for the successful implementation and completion of the Workshop.

- 3.2 On the FA/PIS. CTI-CFF RS will select its candidate for the position of FA/PIS. Upon the submission of the CV and relevant documents of the candidate, PRIMEX will review and reformat such documents according to the requirements of ADB and submit them to ADB with a request for contract variation order (CVO). Upon approval of the candidate by ADB, CTI-CFF RS will inform the concerned person of such approval and PRIMEX will enter into a contract with the candidate.
- 3.3 The FA/PIS, whose TOR is attached as Appendix 2, will be seconded by PRIMEX to CTI-CFF RS on full-time basis. PRIMEX will pay the remuneration of the FA/PIS based on the submission of monthly time sheets duly signed by the Executive Director of the CTI-CFF RS.
- 3.4 On Participation to AYF5 and ADB@50. PRIMEX will prepare a draft CP to provide support for the participation of the youth from CT3 to AYF5 and ADB@50. Once approved by ADB, PRIMEX will notify CTI-CFF RS of such approval, which in turn, will send official letters to the NCCs of CT3 for nomination of their respective candidates. CTI-RS will coordinate with ADB NGO Center and PRIMEX for the final list of participants for provision of logistical support based on the approved CP.

#### 4. Facilitation

. 1.2

The parties have selected the following designated representatives:

- a. For PRIMEX, the designated person is President and Chief Executive Officer, MS.
   ELVIRA C. ABLAZA;
- For the Coral Triangle Initiative, the designated person is Executive Director, Prof. WIDI A. PRATIKTO, PhD;

#### 5. DAY-TO-DAY COORDINATION

The parties have selected the following designated coordinators for the day-to-day matters concerning the implementation of this MoU:

c. For PRIMEX, the designated person is Team Leader of the Project, MR.

 d. For the Coral Triangle Initiative, the designated person is the Senior Manager of Finance and Administration, MR. CEPY F. SYAHDA;

#### 6. DISBURSEMENT AND ACCOUNTING OF EXPENSES

Expenses related to the implementation of the Workshop, remuneration of the FA/PIS, and participation of CT3 to AYF5 and ADB@50 shall be disbursed by PRIMEX in accordance with the cost estimates approved by ADB in the CPs and CVO. CTI-CFF RS will facilitate the procurement of goods and services for the Workshop but PRIMEX shall ensure that ADB Guidelines are observed in the process of procurement. PRIMEX shall also ensure that funds needed for the implementation of the approved CPs and CVO are provided in timely manner and it shall be responsible for proper accounting of these expenses.

#### 7. REPORTS OF THE PROJECT

- 7.1 On the Workshop. CTI-CFF RS, in collaboration with PRIMEX, shall prepare the proceedings of the Workshop which shall include all reports and power point presentations made by the resource persons. The proceedings and reports will be distributed to all participants of the Workshop and to the CT6 through the Focal Persons of their respective NCCs. The preparation and distribution of reports of the Workshop shall be completed on or before 31 July 2017.
- 7.2 On the FA/PIS. CTI-RS shall ensure that the FA/PIS shall submit reports of his/her activities and output to the Regional Project Management Office (RPMO) on or before the first week of July 2017 for consolidation to the Project's Final Report to ADB.
- 7.3 On Participation to AYF5 and ADB@50. CTI-CFF RS shall require youth participants funded by the Project to submit on or before 22 May 2017 a report on what they have learned from AYF5 and ADB@50, including a concrete action plan on how they will apply their learnings to their own projects within the next twelve months (June 2017 May 2018). This report is to be addressed to their respective NCC Focal Persons with copies furnished to the CTI-CFF RS, ADB NGOC through the YFA team, and the Project through the RPMO.

#### 8. Duration, Entry Into Force, Amendments, and Termination

- 8.1 This MoU will commence upon signing by the Parties and will end on 31 July 2017, however such termination date may be extended by mutual agreement of the Parties;
- 8.2 This MoU shall enter into force on the date of signing by the Parties;
- **8.3** Amendments to this MoU may be made for any needed changes that may be subsequently agreed between PRIMEX and CTI-CFF RS which shall only be in writing and signed by both parties;
- 8.4 ADB's premature termination or suspension of PRIMEX's engagement (in respect of the Project for which this MoU has been entered into) or any significant changes in the requirements or situation, for which PRIMEX is not and cannot be held responsible, will give rise to the right of PRIMEX to terminate this MoU. This MoU may be terminated by either party upon 30 days' notice given to a party.

FOR AND ON BEHALF OF PRIMEX:

FOR AND ON BEHALF OF CTI-CFF RS:

ELVIRA C. ABLAZA

President and CEO

WIDI A. PRATIKTO

Executive Director

Witness:

GUILLERMO L. MORALES

Team Leader, ADB RETA 7813

**CEPY F. SYAHDA** 

Finance and Administration Sr. Mgr