

**MEMORANDUM OF UNDERSTANDING
BETWEEN**

**THE UNITED STATES AGENCY FOR INTERNATIONAL DEVELOPMENT (USAID),
Represented by the USAID Regional Development Mission in Asia (RDMA)**

AND

**THE CORAL TRIANGLE INITIATIVE ON CORAL REEFS, FISHERIES AND FOOD SECURITY
(CTI-CFF), Represented by CTI-CFF Interim Secretariat**

**CONCERNING
CTI-CFF REGIONAL AND NATIONAL PLANS OF ACTION**

I. PURPOSE

This Memorandum of Understanding (MOU) between Coral Triangle Initiative on Coral Reefs, Fisheries and Food Security (CTI-CFF), represented by the Interim Regional Secretariat (the CTI-CFF Secretariat), and the United States Agency for International Development (USAID) provides a basis for cooperation on enhancing effective regional cooperation to support the implementation of the CTI-CFF Regional and National Plans of Action. CTI-CFF and USAID (each, a "Participant" and, collectively, "Participants") share the common goal of improving the management of coastal-marine biodiversity resources in the Coral Triangle region for food security and sustainable fisheries upon which millions of peoples depend for their subsistence and livelihoods.

Pursuant to this MOU, the Participants will seek to work together on activities that reflect mutual interests, shared values and priorities, and the Participants will focus on identifying strategic and transformative actions consistent with the CTI-CFF Regional and National Plans of Action. The purpose of this MOU is to set forth the understanding and intention of the Participants with regard to these shared goals.

The Participants are entering this MOU with the understanding that each will maintain its own separate and unique mission, mandate and mechanisms of accountability.

II. BACKGROUND

**A. *On the Coral Triangle Initiative on Coral Reefs, Fisheries and Food Security
(CTI-CFF)***

The Coral Triangle is an area encompassing almost 4 million square miles of ocean and coastal waters in Southeast Asia and the Pacific surrounding Indonesia, Malaysia, Papua New Guinea, the Philippines, Timor Leste, and the Solomon Islands. The Coral Triangle is also home to some 363 million people and encompasses economic zones in which each country has exclusive rights to marine resources. Recognized as the global center of marine biological diversity, the region serves as the spawning and juvenile growth areas for

important fish species in the world. The biological resources of the Coral Triangle directly sustain the lives of more than 120 million people living within this area, and benefit millions more worldwide.

The natural environment of the Coral Triangle—and the many goods and services it provides—are at risk from a range of factors including over-fishing, land-based sources of pollution, and climate change. These factors have a negative impact on food security, employment opportunities, and the standards of living of people dependent on marine resources for their livelihoods.

On May 15, 2009, the leaders of the six Coral Triangle countries met for a summit in Manado, Indonesia and signed the declaration launching the CTI-CFF and endorsed its Regional Plan of Action. This event marked the culmination of a process launched by Indonesian President Yudhoyono in 2007 and supported by bilateral donor governments and multilateral agencies to bring the six countries together to preserve the threatened marine, coastal, and small island ecosystems of the Coral Triangle region.

Member nations of the Coral Triangle have committed to implement the CTI-CFF Goals through its Regional and National Plans of Action. The following are the CTI-CFF goals: (1) “Priority Seascapes” designated and effectively managed; (2) Ecosystem approach to management of fisheries and other marine resources applied; (3) Marine protected areas established and effectively managed; Climate change adaptation measures achieved; and (5) Threatened species status improved.

B. On the United States’ Coral Triangle Initiative Support Program (U.S. CTI Support Program)

In view of CTI-CFF’s potential for far-reaching environmental and economic benefits, the United States Government through the U.S. CTI Support Program offers support through national and international channels. USAID promotes an integrated and a unified U.S. government response to the CTI and works with a consortium of environmental NGOs (namely: the World Wildlife Fund for Nature, Conservation International, The Nature Conservancy), a Program Integrator contractor (namely: the Associates in Rural Development, Inc.), the USAID Missions for the Philippines, Indonesia, Timor Leste, and the USAID Pacific Regional Office. In addition, USAID coordinates closely with other CTI-CFF donors, such as the Asian Development Bank, Global Environment Facility and the Australian government.

The US CTI Support Program adopted a 5-Year Results Framework for the period 2008-2013. The Results Framework consists of four results statements that capture the outcomes and impacts of program activities over the life of the program. By focusing on these results, the US CTI Support Program is strategic in targeting its resources both geographically and programmatically. The results selected are catalytic, strategic/foundational, or additive. The US CTI Support Program directly supports a broad cross-cutting result in addition to three of the five goals under the CTI RPOA in addition to a broad cross-cutting result: (1) Regional and national platforms strengthened to catalyze and sustain integrated marine and coastal management in the Coral Triangle, (2) Ecosystem approach to fisheries management

improved in CT countries, (3) Marine protected area management improved in CT countries, and (4) Capacity to adapt to climate change improved in CT countries.

Major activities under the US Support Program to the CTI-CFF include the following: (1) Assistance to the governments and stakeholders in implementing the CTI Plan of Action; (2) Support in establishing and developing the CTI-CFF Interim and Permanent Secretariat and national coordinating committees; (3) Providing access to US science and research capabilities; and (4) Sharing best practices among the six Coral Triangle countries.

III. UNDERTAKING OF THE PARTICIPANTS

Both Participants agree that a cooperative relationship between CTI-CFF and USAID will maximize the collective capacity of all involved to support the implementation of the CTI-CFF Regional and National Plans of Action aimed at sustaining the management of the coral reefs, fisheries and food security biodiversity and promoting effective conservation measures that support the livelihoods of coastal communities in the Coral Triangle region.

Accordingly, the Participants' agree to work together and mutually support each other in efforts to reach the following goals:

1. Strengthening of the CTI-CFF interim Regional Secretariat as the hub for coordination and implementation of CTI-CFF Regional and National Plans of Action;
2. Increasing communications support for the CTI-CFF Interim Secretariat through CTI-CFF website and through communications staff support;
3. Mobilizing and strengthening Technical Working Groups and National Coordinating Committees to catalyze sustainable integrated marine and coastal management in the Coral Triangle;
4. Formulating regional framework and guidelines to implement Ecosystem Approach to Fisheries Management in the Coral Triangle region;
5. Developing the Coral Triangle regional network of resilient Marine Protected Areas;
6. Implementing Regional and Local Early Action Plans for climate change adaptation in nearshore and coastal communities of the Coral Triangle region;
7. Developing a comprehensive integrated Toolkit on climate change, sustainable fisheries, and resilient marine protected areas;
8. Coordinating regional and national activities with other donors providing development assistance to the CTI-CFF;
9. Participating in CTI-CFF coordination meetings and consultative dialogue; and
10. Strengthening learning networks involving local institutions and partners from the Coral Triangle countries.

IV. GENERAL PROVISIONS

A. Coordination and Consultation

The Participants shall provide each other with such information as may be needed to facilitate provision of the assistance hereunder and to evaluate the effectiveness of the assistance. The Participants shall also meet periodically to review assistance hereunder and otherwise share relevant information. Any issues concerning the interpretation, administration or implementation of this MOU shall be resolved by consultation between the Participants.

B. Effect of MOU

Unless specifically provided otherwise, the cooperation between the Participants outlined in this MOU is not to be considered or construed as a legal partnership or other type of legal entity or personality. Nothing in this MOU shall be construed as superseding or interfering in any way with other agreements or contracts entered into between the Participants, either prior to or subsequent to the signing of this MOU. Nothing in this MOU is to be construed as establishing an exclusive working relationship or an endorsement of a specific private entity.

The Participants further specifically acknowledge that this MOU is not an obligation of funds, nor does it constitute a legally binding commitment by either Participant or create any rights in any third party under this MOU.

USAID will obligate, commit and expend funds and carry out operations pursuant to this MOU in accordance with the applicable laws and regulations of the United States.

C. Third Party Instruments and the Availability of Funds

In order to provide the assistance described in this MOU, USAID may enter into such contracts and other instruments with public and private parties, as USAID deems appropriate. It is these instruments, once fully executed, that will constitute legal obligations of USAID. All assistance and undertakings of USAID pursuant to this MOU are subject to the availability of funds and to further agreement between USAID and such public and private parties regarding the provision of such assistance. Because USAID's assistance and undertakings herein may be subject to other such binding instruments, in the event of any conflict between the terms of such instruments and the terms of this MOU, the terms of the other instruments shall prevail. No third party may claim rights under any such instrument as a third party beneficiary even though they may benefit from the assistance provided under such instruments.

D. Designated Points of Contact

Each Participant has appointed a primary point of contact and liaison responsible for the management and development of the relationship between the Participants under this MOU as follows:

CTI-CFF: CTI-CFF Interim Regional Secretariat
Ministry of Marine Affairs and Fisheries
Jakarta, Indonesia

Dr. Suseno Sukoyono
Executive Chair of the CTI-CFF Interim Regional Secretariat
Telephone: +62 21 351 9070 ext 1723
Fax: +62 21 352 2560
Email: suseno.sukoyono@gmail.com

USAID: U.S. Agency for International Development
Regional Development Mission/Asia
Athenee Tower, 25th Floor
63 Wireless Road, Bangkok, Thailand

Winston Bowman
Regional Environment Office Director

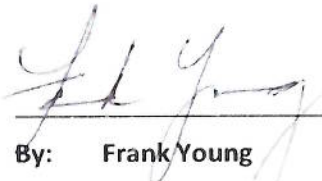
Telephone: +66-2-2573242
Fax: +66-2-257-3099
Email: wbowman@usaid.gov

E. Effective Date, Duration, Amendments, and Termination

This MOU shall become effective upon signature by both Participants. The duration period of this MOU is expected to coincide with the US CTI life of project from September 2008 to September 2013. However, the duration may be extended beyond this initial period if both Participants agree in writing. In addition, this MOU may be modified if both Participants agree in writing; provided the designated authorized representative of each of the Participants may not alter, change, or modify any of the terms set forth in this MOU. Either Participant may terminate this MOU in writing at any time but should endeavor to provide at least 30-day notice to the other Participant.

IN WITNESS WHEREOF, the Participants, each acting through its duly authorized representative, have caused this Memorandum of Understanding to be signed in their names and delivered as of the date above.

**For the United States Agency for
International Development:**



By: Frank Young
Acting Mission Director
USAID/RDMA

Date: _____

6/8/2012

**For Coral Triangle Initiative on Coral Reefs,
Fisheries and Food Security:**



By: Sudirman Saad
Chair of the CTI-CFF Interim Regional
Secretariat and Director General of
Marine, Coast and Small Islands of
the Marine Affairs and Fisheries,
Republic of Indonesia

Date: _____

15/6/2012