



**UMS**  
UNIVERSITI MALAYSIA SABAH



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

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**MEMORANDUM OF UNDERSTANDING**

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Between

**UNIVERSITI MALAYSIA SABAH**

And

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

**THIS MEMORANDUM OF UNDERSTANDING** is made on the day of ...2017.

**BETWEEN:**

**UNIVERSITI MALAYSIA SABAH (UMS)** located at Jalan UMS, 88400, Kota Kinabalu, Sabah, Malaysia. Established on 24 November 1994, Universiti Malaysia Sabah (UMS) is an institution of higher education that produces human resources, experts and professionals in a variety of fields with the focus on the quality of graduates, quality of institutions, and quality of the overall system to fulfill the core aspirations in preparing Malaysia's youth to thrive in the complex and ever-changing future.

**and**

**THE CORAL TRIANGLE INITIATIVE ON CORAL REEFS, FISHERIES AND FOOD SECURITY (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. CTI-CFF focused on the marine science and environments and the communities, managed through the Regional Secretariat addressed at Jl. A.A. Maramis Kayuwatu, Kairagi II, Manado, North Sulawesi, 95254, Indonesia.

CTI-CFF and UMS hereinafter referred together as "the Parties"

**WHEREAS** the Parties are **desirous to collaborate and work together in the area of marine and coastal resource management including in the areas of 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  
OBJECTIVES OF THE PARTIES**

- 1.1. The purpose of the Memorandum of Understanding ("MOU") is to provide a framework for collaboration between UMS 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.
- 1.2. The objective of the parties is to collaborate on research, capacity building and in the provision of the technical assistance in support of the

sustainable management of the marine and coastal resources of the Coral Triangle.

## **ARTICLE 2 AREAS OF COOPERATION**

The parties seek to advance their shared interests and cooperate in the sustainable management of the marine and coastal resources of the Coral Triangle through joint initiatives, 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
  - g. Fostering alternative livelihoods by supporting entrepreneurship and appropriate business models
  - h. Risk assessment of threatened marine species exposed to fisheries and coastal development
  - i. 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. Climate Change Adaptation e.g.

- 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
5. 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, sea- and shorebirds and other related species
  - c. Management and planning of threatened species recovery in general

### **ARTICLE 3**

#### **LIMITS OF COOPERATION**

1. This document is only to express the intentions of the parties to cooperate, The expressed intentions in this document 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.
2. 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.
3. A party may withdraw from their stated intention to cooperate at any time by written notice to the other party.
4. 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.
5. 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**

1. The parties have selected the following designated representatives to facilitate discussions:

For the Universiti Malaysia Sabah, the designated person is :

**UMS:**

Prof. Dr. Rossita Shapawi  
Director  
Borneo Marine Research Institute  
Universiti Malaysia Sabah  
Jalan UMS, 88400 Kota Kinabalu,  
Sabah, Malaysia  
Tel/Fax: +6088-320121/+6088-320261  
Email: [rossita@ums.edu.my](mailto:rossita@ums.edu.my)

For the Coral Triangle Initiative, the designated person is :

**CTI-CFF:**

Dr. Muhammad Lukman  
Head of Technical Program  
CTI-CFF Regional Secretariat  
Email: [lukman.lucky@cticff.org](mailto:lukman.lucky@cticff.org)  
With a carbon copy to [apahlevi@cticff.org](mailto:apahlevi@cticff.org)  
Phone: +62431-7241927 and/or +62431-7241878

2. Any notices, or any form of communication between the parties shall be in writing and sent using conventional and/or electronic means to the Representatives as identified in Article 4.1.

**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 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, express or implied.

3. 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.
4. The Parties shall be responsible for the evaluation of the activities under this MoU in accordance with the practices of the Parties.
5. 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.
6. 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.

**SIGNED** on behalf of UMS

By its duly authorized officer:



.....  
**(Professor. Datuk Dr. D. Kamarudin D Mudin)**  
Vice Chancellor


In the presence of  
witness:



.....  
**(No'man Hj. Ahmad)**  
Registrar

**SIGNED** on behalf of **THE CORAL  
TRIANGLE INITIATIVE ON CORAL REEFS,  
FISHERIES AND FOODSECURITY**

By its duly authorized officer:



.....  
**(Prof. Ir. Widi Agus Pratikto, M.Sc.Ph.D)**  
Executive Director

In the presence of  
witness:



.....  
**(Dr. Muhammad Lukman)**  
Technical Program Senior Manager