

MEMORANDUM OF UNDERSTANDING

to further cooperation on natural resource governance and conservation issues at the
policymaker level
between

The ICCF Group

Situated at 25786 Georgetown Station Washington, DC 20027, USA

and

The Organisation of Eastern Caribbean States (OECS)

Situated at Morne Fortune, Saint Lucia

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is hereby entered by and between:

1. The International Conservation Caucus Foundation ICCF Group, an international non-profit organisation based in Washington, DC, having its registered address at 25786 Georgetown Station ("ICCF") acting herein and represented by Olivia Blanchette, International Programs Manager, ICCF Group; and

2. **THE ORGANISATION OF EASTERN CARIBBEAN STATES** an International Organisation established by the *Treaty of Basseterre, 1981* and continued under the *Revised Treaty of Basseterre establishing the Organisation of Eastern Caribbean States Economic Union* with headquarters situated at Morne Fortuné in the Quarter of Castries, in the State of Saint Lucia (hereinafter referred to interchangeably as the "Organisation" and the "OECS") acting herein and represented by **Dr. Didacus Jules, Director General**.

ICCF and The OECS will jointly be referred to as "the Parties" and individually shall be referred to as a "Party".

Both Parties hereby wish to state as follows:

a. The ICCF Group is an international non-profit organisation based in Washington, DC, USA whose purpose is to advance conservation governance by building political will and providing on-the-ground solutions. The ICCF Group is working with partners in the Eastern Caribbean ("EC" or the "Region") to support parliamentary engagement in environmental conservation issues and to provide technical expertise related to national parks and management of natural resources.

b. The OECS is an International Inter-governmental Organisation dedicated to regional integration in the Eastern Caribbean. The vision of the organisation is for "A better quality of life for the people of the OECS" and its mission is "To drive and support sustainable development through regional integration, collective action and development cooperation". The OECS is guided by the Revised Treaty of Basseterre (2010), creating an economic union which is an agreement between countries where barriers to trade are reduced or removed for a single market with a customs union.

c. ICCF and the OECS wish to engage each other in cooperation to further policymaker programs and dialogues on environmental conservation in the region with the terms and conditions agreed to by both Parties herein.

d. ICCF and OECS wish to collaborate broadly in supporting OECS Member State to implement the (Revised) St. George's Declaration of Principles for Environmental Sustainability in the

OECS to minimize environmental vulnerability, improve environmental management and protect the region's natural (including historical and cultural) resource base for optimal social and economic benefits for Member States.

1. Objectives of the MOU

The ICCF Group and the OECS share a common goal of regional integration for the sustainable management of natural resources and better quality of life for the people of the OECS through facilitating dialogue among policymakers and between parliaments. To achieve this common objective, the ICCF will assist OECS in fostering an informal, voluntary and flexible regional legislative forum on conservation topics of mutual interest.

The Regional Parliamentary Forum for Conservation, herein be referred to as "RPFC" is a proposed entity in this MOU pending approval by the OECS Regional Assembly, to be included on the agenda for presentation at the next Regional Assembly meeting or at the next calling of the Regional Assembly, whichever comes first. The RPFC will be proposed as a voluntary grouping of representatives from the individual Parliaments and legislatures of the OECS Member States with two or more Co-Chairs as leaders. Membership is not to be restricted for any members of the respective Parliaments and Legislatures. The Forum's agenda and activities are to be initiated and/or approved by the members themselves. The ultimate structure and function of the RPFC will be decided by the Forum members and approved by the Regional Assembly.

2. Scope and Areas of Cooperation

The Parties agree to cooperate in areas of organization, activities, policy recommendations and public awareness on a regional forum for conservation, and such other areas as may be beneficial in pursuing the objectives of this MOU.

Whenever possible, the Parties agree to implement activities that shall include but not necessarily be limited to the following:

- A. Designate a focal person within each Party to support the implementation of the cooperation programme for the duration of the Memorandum of Understanding. The ICCF Group focal person will be a resident of the Eastern Caribbean responsible for acting as on behalf of the ICCF Group as informal secretariat for the RPFC, including but not limited to recruitment and orientation of Members of the regional parliaments and legislatures to join and engage with the RFPC, facilitating the development of the RFPC structure and function, developing the RFPC agenda and priorities list with members, expanding the network of stakeholders and partners with the RPFC, and planning and executing activities and events with the RFPC. This focal person will not require office space at the OECS Commission, but will require access to meeting and conference spaces at the OECS Commission related to activities and agendas for the RFPC. The

OECS Commission focal person will be the Head of the Environmental Sustainability Division (or designate).

- B. Implement joint programs with policymakers and Member States (and governments, multilateral institutions, non-profits, private sector) on topics of mutually agreed environmental conservation issues at the regional and national levels, to include:
- Biodiversity conservation; natural resource governance issues (extractives, renewables, agriculture and food security, etc.)
 - Climate resilience, risk adaptation, and natural disaster preparedness
 - Sustainable marine governance, including advancing the blue economy (coastal tourism, waste management, maritime transport, maritime security, coastal development, fisheries, and policy harmonization / coordination regionally);
 - Sustainable energy, including renewable energy and energy efficiency'
- C. Connect the Parliamentary Forum for Conservation in the OECS to the global network of conservation caucuses supported by the ICCF Group
- D. Use best endeavors to facilitate participation of the Parliamentary Forum for Conservation in the OECS as an observer at meetings of the OECS Council of Ministers on Environmental Sustainability and the OECS Assembly.
- E. Exchange information and publications developed by the respective parties that are relevant to the MOU with one another;
- F. Explore appropriate capacity building for staff of the OECS Commission, The ICCF Group, and Members of the RPFC and the global network of Conservation Caucuses supported by The ICCF Group.
- G. Share knowledge and information on mutually agreed topics of environmental conservation with OECS Member Parliaments and Legislatures
- H. Consult each other as deemed appropriate on programming regarding policy dialogue;
- I. Explore potential joint publication of articles and policy papers

3. Cooperation Funding

The contribution of each Party to the co-operative activities shall be of various form, including but not limited to:

- a. providing financial resources which, for each party, shall be dependent on the availability of funds, and other resources including research capacities as available to joint events;
- b. providing access to experts from their respective networks; and
- c. jointly hosting events.

4. Intellectual Property

The Parties recognise the importance of protecting and respecting intellectual property rights

("IPR"). This MOU does not grant the right to exercise any IPR relating to work created outside the framework of this MOU and of which one Party is a proprietor. IPR arising from any joint work created by the Parties' collaborative activities under the MOU and of which both Parties are the authors will be jointly held by both Parties. A Party may use and reproduce this joint work separately, subject to an acknowledgement of the other Party's contribution to the joint work. A Party will seek the written consent from the other Party prior to grant of any license to a third party under any jointly held IPR. Without prejudice to the above, any joint action such as publish, distribute, transmit, make available or otherwise communicate to the public, translate, archive, store, and other non-commercial purposes thereof, individually or together with works in any language, in all revisions and versions, will be subject to a separate written agreement by the Parties.

5. Disclosure

The Parties may disclose to the public this MOU and information with respect to activities carried out under this MOU in accordance with the Parties' relevant policies and subject to the clearance by the other Party without unjustified withholding by either Party.

Any sharing of confidential information between the Parties under this MOU will be subject to respective policies and procedures relating to the disclosure of confidential information. Each Party will take any action to protect confidential and/or classified information of the other Party.

6. Responsibility

Each Party will be responsible for its activities and for its staff members or agents, including for their acts and omissions. In particular, a Party will not be liable for any damage or injury to any staff member or agent of the other Party except where such damage or injury is as a result of the negligence or willful misconduct of a Party, its staff members or agents.

7. Amendments of MOU

This MOU can only be amended in writing upon mutual consent and written approval signed by both Parties.

8. Termination

The MOU may be terminated by either Party by providing three months' prior written notice to the other Party.

In such a case, the Parties will agree, as appropriate, on the steps to ensure that the activities initiated under the MOU are brought to a prompt and orderly conclusion.

9. Interpretation of Terms

Any divergence of views between the Parties arising out of or relating to this MOU, including interpretation or application of any provision therein, is not actionable and will not be subject to judicial decision or arbitration.

Any dispute arising in relation to the interpretation or implementation of the Agreement shall be resolved preferably through direct negotiations between the parties. If the parties fail to reach an agreement, which is satisfactory to both parties after negotiation, they shall submit their differences to a mutually agreed mediation on such basis as they shall then agree.

10. Key Points of Contact

Each Party designates below its representative with overall responsibility for implementing this MOU, including responsibility for formulating work plans for activities to be undertaken pursuant to it.

Within the ICCF Group:

Olivia Blanchette
International Programs Manager
860-790-7388
oblanchette@iccfoundation.us

Within the OECS:

Chamberlain Emmanuel
Head, Environmental Sustainability Division
758 455 6387
chamberlain.emmanuel@oecs.int

Thus, is this Memorandum of Understanding signed by both Parties and shall be effectively valid at the latest date of signature of the Parties herein.

On behalf of The ICCF Group:

Name: Susan H. Lylis
Title: Executive Vice President
Date:

On behalf of the OECS:

Name: Didacus A. Jules
Title: Director General
Date: