



MEMORANDUM OF UNDERSTANDING

March 2019

Between

Blue Action Fund - a non-profit foundation established and existing under the laws of Germany with its headquarters located at c/o Nature Trust Alliance Friedrich-Ebert-Anlage 36, 60325 Frankfurt am Main, Germany (hereafter “Blue Action”).

and

IUCN, International Union for Conservation of Nature and Natural Resources, an international organization established under Swiss Laws, with its headquarters located at Rue Mauverney 28, 1196 Gland, Switzerland (hereafter “IUCN”).

herein referred to jointly and severally as the “Parties” and “Party”, as the context may reasonably indicate or require.

Preamble

Whereas, Blue Action Fund and IUCN recognise the oceans’ fundamental role in the health of our planet and well-being of mankind. Both have a mutual interest in promoting marine conservation and sustainable use of marine resources by implementing the 2030 Agenda, in particular Sustainable Development Goal 14.

Whereas, Blue Action was initiated by the German Federal Ministry of Economic Cooperation and Development (BMZ) in cooperation with KfW Development Bank in 2016 and formally launched in June 2017 and the Swedish Ministry for Foreign Affairs and Agence Française de Développement joined Blue Action subsequently.

Blue Action Fund & IUCN - Memorandum of Understanding

Whereas, the fund provides grants to non-governmental organisations to carry out projects in developing countries that aim to establish or better manage Marine Protected Areas (MPAs), conserve biodiversity and recover fish stocks, and enhance livelihood conditions and food security.

Whereas, the mission of IUCN is to influence, encourage and assist societies throughout the world to conserve the integrity and diversity of nature and to ensure that any use of natural resources is equitable and ecologically sustainable and the IUCN Global Marine and Polar Programme works to ensure that coastal, marine and polar ecosystems are restored and maintained, and that any use of their resources is sustainable and equitable.

Whereas the Parties have engaged in substantial cooperation activities in the process of establishing Blue Action and its grant programme and ever since.

Whereas the Parties recognize the benefits that each may derive from their collaboration hereunder toward the fulfilment of their respective missions and intend to continue and strengthen their collaboration towards the achievement of mutually shared objectives in the areas of conservation and sustainable development.

Whereas, Blue Action agrees to nominate IUCN as major technical advisor to its programme and intends to continue identifying projects and activities for joint implementation from time to time through specific agreements in areas such as the appraisal process of grant application, strategic advice the programme and communication.

Whereas, IUCN intends to continue to support Blue Action Fund with general fundraising, communication and strategic advice and support as part of the ongoing collaboration, as well as more specific project to be agreed from time to time.

Whereas, to that end the Parties wish to establish the general terms of their collaboration in this Memorandum of Understanding (hereafter “MoU”), without creating formal obligations for either Party pursuant to this MoU.

Now therefore the Parties agree as follows:

A. Objective

Blue Action Fund agrees to nominate IUCN as major technical advisor to its programme. The objective of this MoU is to establish the general terms of co-operations between the parties in their efforts to establish an effective grant programme which promotes marine conservation and sustainable use of marine resources (the “Objective”).

B. Principles of Collaboration

1. Complementarity and reciprocal support

The Parties will support each other in working toward the achievement of the Objective and the fulfilment of their respective missions, by building on elements of their respective programs.

2. Mutual benefit

The specific projects and activities on which the Parties will collaborate under this MoU and through related Supplemental Agreements will be selected, agreed and carried out so as to achieve the Objective and to bring a clear benefit to both Parties and their respective constituents.

3. Responsibility and funding for collaboration projects and activities

Such activities and collaborative projects will be undertaken with a clear, mutual understanding of the work and the responsibilities to be carried out by each Party and of the ways and means of funding each such project or activity. To that end, the specific details in respect of (a) the work and responsibilities of each Party in terms of operational, performance and administrative tasks, (b) the agreed deliverables to be produced by each Party, and (c) the source, allocation, control and use of all necessary funding shall be set forth clearly in the relevant Supplemental Agreements.

4. Mutual recognition

Where relevant Blue Action Fund's website, annual reports and — other publications will acknowledge the cooperative relationship between the Parties. Similarly, IUCN will acknowledge Blue Action Fund in its publications and website, including its newsletter, when reporting about Blue Action Fund's activities and projects.

Additionally, where either Party intends to use, in publications in any medium, substantial data and/or information (collectively "Materials") obtained through the co-operation, the Party intending to use the materials will:

- a. Give the other Party
 - i. reasonable advance notice of such intended use, and
 - ii. the opportunity to edit or otherwise amend the Materials, or to object to and prevent the intended use thereof, provided that any such objection shall be based on reasonable grounds; and
- b. Include with the Materials, in a clearly legible font and conspicuous location in the medium, an acknowledgment or source reference to the other Party.

C. Areas and Activities of Collaboration

This MoU is intended to provide the Parties with a general framework and a guiding tool in identifying and carrying out specific collaborative projects and activities. The parties intend to continue to support each other informally in communication, knowledge sharing and fundraising, and on the general strategic direction of Blue Action Fund's programme. Additional, specific areas where more tailored technical advice from IUCN is sought and relevant activities and projects will be agreed in one or more Supplemental Agreements.

Potential areas may include, but are not limited to, the following:

- a. Appraisal process to review and select project proposals;
- b. Monitoring and evaluation of individual grants; and

- c. Further development of or changes to the strategic direction of Blue Action Fund's funding programme and open call for proposals.

D. Modalities of Performance

1. In order to ensure the harmonious implementation of the Parties' collaboration and the successful achievement of the Objective of this MoU, the Parties undertake actively to support each other in the performance of agreed tasks/activities and to take all reasonable steps to make the most effective use of the collaboration hereunder in furtherance of their respective missions.
2. Taking into account the preceding paragraph 1, the Parties agree to the following practical steps:
 - a. An annual meeting or call will be scheduled and held every calendar (the "Annual Meeting"), with the date and venue to be agreed by the Parties in each instance.
 - b. The Annual Meeting is intended to provide the Parties with the opportunity to review their collaborative relationship and possibly to extend its scope, and in particular to share information, evaluate past and ongoing joint activities, and discuss new areas and activities for further potential collaboration.

E. Miscellaneous Provisions

1. Supplemental Agreements
 - a. Collaboration activities to be carried out pursuant to any Supplemental Agreement will be:
 - i. Subject to presence of technical sound and economically efficient proposals, as well as the availability of funds and resources;
 - ii. Approved by the appropriate administrative authorities of each Party; and
 - iii. Undertaken in accordance with the Parties' respective established policies and procedures.
 - b. The Parties' performance of Supplemental Agreements shall be subject to and in accordance with the terms and conditions provided for in each such Supplemental Agreement.

2. Financial Provisions

Financial, administrative and reporting provisions relating to any collaboration activities between the Parties shall be expressly agreed in relevant Supplemental Agreements.

3. Competitive Provisions

This agreement does not imply a preference for IUCN in the awarding of contracts by Blue Action. Further, to ensure fairness and transparency in its grant projects in developing countries, IUCN shall not directly benefit from any such Blue Action Fund grant projects. IUCN also assures that it will not derive any unfair advantage from this Agreement.

4. Dispute Resolution

Any dispute arising out of or in connection with this MoU will be settled by amicable negotiation between the Parties. Should the Parties be unable to negotiate an amicable settlement, the dispute shall be submitted to conciliation following procedures to be agreed by the Parties.

5. Representation

Neither Party shall have the authority to incur any liability or make any commitment on behalf of the other Party vis à vis any third party, contractually or otherwise, without the other Party's advance express written consent.

6. Confidentiality

IUCN and Blue Action will handle all information exchanged between them and marked "confidential" confidentially, with the exception of (i) information that was in the public domain at the time of receipt by the receiving party, or (ii) becomes part of the public domain after a party has received it from the disclosing party, or (iii) was at the time of its receipt already in the receiving party's possession or known to the receiving party and not qualified as "confidential", or (iv) is rightfully given to the receiving party by a third party on a non-confidential basis. IUCN and Blue Action undertake to keep confidential all operational and business secrets and to store documents exchanged in relation to this MoU in such a way that they are not accessible to third parties. IUCN and Blue Action are to maintain silence regarding the knowledge gained during this MoU via business processes and internal, in particular confidential matters, even after the MoU has terminated provided that this obligation is limited to a period of 24 months after this agreement has terminated. In order to ensure internationally recognized principles of the maximum possible transparency and efficiency in development cooperation, Blue Action Fund may pass on such information that it must present to its funders and its statutory auditors in the scope of their activities.

Neither party is liable in the event of an unintentional, inadvertent or accidental use or publication of confidential information if they have taken all the usual precautionary measures in order to protect the confidential information.

The content of the of the Agreement itself is not subject to confidentiality and the parties agree to publicize its existence in a manner to be mutually agreed.

7. Amendments

This MoU may be amended only by a writing signed by both Parties.

8. Term and Termination

This MoU shall become effective on the date of signature by both Parties, and shall remain in effect for three (3) years from the effective date unless renewed in writing for a similar term or terminated by either Party. Either Party may terminate this MoU by giving the other Party three (3) months' advance written notice of termination. It is understood that any such termination shall have no effect on any Supplemental Agreements then in force between the Parties, and that the performance of such Supplemental Agreements shall be subject to their own terms and conditions.

9. Intellectual Property Rights

Neither Party shall have the right to use the other Party's name, logo and/or other trademarks in any medium and for whatever purpose without the other Party's prior written consent in each instance of use.

10. Data Protection

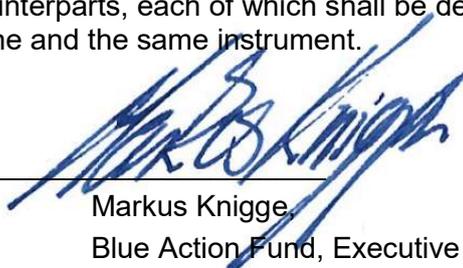
The Parties undertake to process any personal data exchanged in the implementation of this Agreement in compliance with the principles of Regulation (EU) 2016/679 of the European Parliament and those adopted by Switzerland on the matter of Personal Data Protection. Personal Data is any information relating to an identified or identifiable individual.

11. Non-enforceability

This MoU is a non-binding statement of the Parties' mutual understanding of their proposed collaboration framework. Therefore, and except for the obligations set forth under article 6, 9 and 10 above, this MoU is not intended to create, and does not create, any legally enforceable rights or obligations in respect of either Party, including any obligation on their part to enter into any Supplemental Agreement.

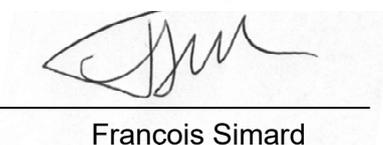
In witness whereof, the undersigned, being duly authorized to do so, have executed this MoU in the English language in two (2) counterparts, each of which shall be deemed an original, and which together shall constitute one and the same instrument.

Place & Date: Berlin March 7, 2019



Markus Knigge
Blue Action Fund, Executive Director

Place & Date: Gland, March 7, 2019



François Simard
PP i.a. Director Global Marine and Polar
Programme, IUCN