

**MEMORANDUM OF UNDERSTANDING
BETWEEN
GUYANA MARINE CONSERVATION SOCIETY
AND
CONSERVATION INTERNATIONAL FOUNDATION (GUYANA) INC.**

This MEMORANDUM OF UNDERSTANDING (MoU) is hereby made and entered into between **GUYANA MARINE CONSERVATION SOCIETY (GMCS)**., a non-governmental organization established under the Friendly Society's Act, with its registered office situated at 23 Oleander Gardens, East Coast Demerara, hereinafter referred to as GMCS; and **CONSERVATION INTERNATIONAL FOUNDATION (GUYANA) INC.**, a private limited-liability company organized under the Laws of Guyana, with its registered offices situated at 98 Laluni Street, Queenstown, Georgetown, and working in Guyana for over 22 years as an affiliate of Conservation International Foundation, a non-profit public benefit corporation organized under the laws of California; hereinafter referred to as CI-Guyana.

GMCS and CI-Guyana are hereinafter referred to collectively as the Parties.

1. PURPOSE

The purpose of this MoU is to confirm the Parties' agreement in principle regarding their proposed collaboration on research, capacity development, and education and awareness for conservation and sustainable use of the Guyana's coastal and marine ecosystems, actions to address climate change and the advancement of initiatives in support of low-carbon development and the marine economy in Guyana.

2. STATEMENT OF MUTUAL BENEFIT AND INTERESTS

The primary focus of this MoU is to express mutual interest and intent of the Parties to augment each other's capabilities, resources for projects and initiatives to be implemented by the Parties for achievement of the purpose of this MOU expressed in 1 above.

- 2.1 The Parties desire to develop a long-term relationship with each other to pursue opportunities to realize the purpose of this MOU.
- 2.2 The Parties will facilitate access to relevant knowledge and expertise across a range of disciplines related to the purpose of this MOU.
- 2.3 The Parties will collaborate on strategic networking, fundraising, and implementation for initiatives undertaken under this MOU.

3. GMCS AGREES TO

- 3.1 Team and work collaboratively with CI-Guyana for relevant environmental, conservation and sustainable management, and climate change programs and initiatives within the scope of the MoU.
- 3.2 Serve as teaming partner with CI-Guyana for agreed projects within the scope of the MoU.
- 3.3 Work with CI-Guyana in good faith to prepare and submit proposals for opportunities within the scope of this MoU.
- 3.4 Establish with CI-Guyana an Annual Work Program to identify initiatives to be jointly pursued and the modalities of the collaboration on a project-by-project basis.
- 3.5 Assign GMCS personnel to work with CI-Guyana team members on joint projects and initiatives.

3.6 Work collaboratively with CI-Guyana to identify opportunities and to raise funds for the execution of the scope of this MOU.

4. CI-GUYANA AGREES TO

4.1 Team and work collaboratively with GMCS for environmental, conservation and sustainable ecosystem management in the coastal and marine environment, climate change programs and other relevant initiatives.

4.2 Serve as teaming partner with GMCS for agreed projects and initiatives within the scope of the MoU.

4.3 Work with GMCS in good faith to prepare and submit proposals for opportunities within the scope of this MoU.

4.4 Establish with GMCS an Annual Work Program to identify initiatives to be jointly pursued and the modalities of the collaboration on a project-by-project basis.

4.5 Assign CI-Guyana personnel to work with GMCS team members on joint projects and initiatives.

4.6 Work collaboratively with GMCS to raise funds for the execution of the scope of this MOU.

5 IT IS MUTUALLY UNDERSTOOD AND AGREED BETWEEN THE PARTIES THAT

5.1 This MoU applies solely to scope and purposed expressed therein and does not supersede or replace any past or future cooperation agreements between the Parties.

5.2 This MoU does not restrict GMCS or CI-Guyana from participating in similar or other non-specified activities with public or private agencies, organizations, or individuals.

5.3 This MoU is not legally binding on the Parties except for the provisions of Sections 5, 6 and 8; it documents the understanding between the parties and their intent to work together in their best interests to explore and implement mutually beneficial projects and initiative as appropriate. Moreover, this MoU does not constitute a legally binding obligation or contract to enter into the collaboration, transactions or arrangements identified or described herein.

5.4 The scope of this MoU can be modified by mutual consent of the Parties in writing, duly signed and dated.

5.5 Separate agreements shall be established between the parties for individual projects on a case-by-case basis.

5.6 Intellectual property rights related to collaboration between the parties will be addressed in separate agreements for projects as needed.

5.7 No Party shall use the name or logo of the other in written or published materials or other forms of communication or on the internet for purposes of raising funds or promotions without the prior written consent of the other Party and in accordance with any applicable license or guidelines.

5.8 Both Parties will use its best efforts to settle conflicts or disputes between themselves, using the principle of serving in the best interest of conservation of nature and realization of sustainable, inclusive low-carbon development in Guyana as the means to reach understanding and agreement.

6 CONFIDENTIALITY

6.1 Each Party accepts that all information provided directly or indirectly by the other Party shall be treated as confidential information and shall be held and protected in strict confidence, except as required by law and shall not be further disclosed by the receiving Party without prior consent of the disclosing Party.

- 6.2 The term “confidential information” does not include information that (a) is already known through lawful means to the Receiving Party before the other Party’s disclosure, (b) is or comes within the public domain other than through the fault of either Party; (c) a Party receives from a third party who is free to make such disclosure without breaching any legal obligation to the Disclosing Party, (d) the Receiving Party develops independently as evidenced by its own written records, or (e) is required to be disclosed by judicial or administrative process, in which case the Party required to disclose will notify the other of the obligation and cooperate reasonably with that Party’s effort to bar or seek a modification of the order.
- 6.3 The confidential information disclosed by one Party shall remain the property of that Party, who may request the return or destruction thereof at any time. Upon receipt of such request the other Party shall promptly return to the disclosing party, or destroy, as the case may be, all original confidential information disclosed hereunder and shall ensure that all copies and reproductions thereof in its possession are destroyed.
- 6.4 The Party receiving confidential information will advise its trustees, directors, employees, independent contractors and agents that the confidential information may be treated only in accordance with this MoU and make all reasonable efforts to ensure its trustees, directors, employees, independent contractors and agents comply with these requirements.

7 PRINCIPAL CONTACTS

| GMCS Contact | CI-Guyana Contact |
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| Ms. Annette Arjoon Martins President Guyana Marine Conservation Society 23 Oleander Gardens East Coast Demerara, Guyana +592 600 7272 annette.arjoon@aslgy.com | Mr. Curtis Bernard Executive Director Conservation International Foundation (Guyana) Inc. 98 Laluni Street Queenstown, Georgetown +592 227 8171 Ext. 205 (office) +592 624 6346 (mobile) cbernard@conservation.org |

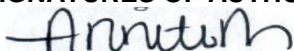
8 NON-FUND OBLIGATING DOCUMENT

This MoU is neither a fiscal nor a fund-obligating document. Any endeavor or transfer of anything of value involving reimbursement or contribution of funds between the parties of this MoU will be handled under separate agreements that will be made in writing by authorized representatives of the parties.

9 DURATION

- 9.1 This MoU will be effective immediately upon signature by authorized representatives of GMCS and CIGuyana and shall remain in effect for a period of 2 years from the date of final signature.
- 9.2 The MOU shall automatically renew on a continuous basis for additional periods of 2 years after the expiration of the previous duration.
- 9.3 Automatic renewal shall not occur if either party notifies the other of its intent not to renew the MoU at least 30 days prior to the date of automatic renewal.
- 9.4 Either party, in writing, may terminate the MoU in whole or in part at any time before the date of expiration.

10 SIGNATURES OF AUTHORIZED REPRESENTATIVES



Annette Arjoon Martins
 Guyana Marine Conservation Society
 Date: April 22, 2022



Curtis Bernard, Executive Director
 Conservation International Foundation (Guyana) Inc.
 Date: April 22, 2022