
MEMORANDUM OF UNDERSTANDING

BETWEEN

**INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT,
INTERNATIONAL DEVELOPMENT ASSOCIATION**

AND

**PARTNERSHIPS IN ENVIRONMENTAL MANAGEMENT FOR THE SEAS OF EAST
ASIA**

NOVEMBER 25, 2009

This Memorandum of Understanding (“Memorandum”) reflects the understanding between the International Bank for Reconstruction and Development (“IBRD”) and the International Development Association (“IDA”) (together, “World Bank”), on the one hand, and the Partnerships in Environmental Management for the Seas of East Asia (“PEMSEA”), on the other hand (together, “Parties”), to collaborate in the achievement of common objectives as described below.

1. Background

- (a) The World Bank’s mission is to reduce poverty, improve living conditions, and promote sustainable and comprehensive development in the developing world. It achieves these objectives by providing loans, concessional financing, grants, technical assistance, and knowledge-sharing services to its member countries and through partnerships with other organizations.
- (b) Further to its mission, the World Bank, through its East Asia and the Pacific Region, has an interest in collaborating with public and private entities to foster knowledge-based solutions to address the global challenge of sustainable development in the developing world.
- (c) PEMSEA is an intergovernmental regional coordinating mechanism established in 2006 for the implementation of the Sustainable Development Strategy for the Seas of East Asia (“SDS-SEA”). By involving both state and non-state partners, PEMSEA aims to build and strengthen networks of local governments and coastal and marine-related institutions and experts, to mobilize national and regional intellectual capital, and to establish interagency, intersectoral and intergovernmental partnerships for achieving the goals of sustainable development for the Seas of East Asia.
- (d) Further to its operations, PEMSEA has an interest in collaborating with the World Bank to foster knowledge-based solutions to address the challenge of sustainable development in the Seas of East Asia, and has invited the World Bank to become a sponsoring organization of PEMSEA with the prerogatives set forth in this Memorandum.

2. Common Objectives

- (a) Consistent with their respective mandates, the Parties desire to cooperate in carrying out activities to bring best practices and professional knowledge to bear on critical issues to sustainable development in the Seas of East Asia.
- (b) In particular, the Parties anticipate that their collaboration will focus on a number of specific substantive areas such as:
 - (i) land-based pollution reduction;
 - (ii) integrated coastal and ocean management/governance;
 - (iii) climate change adaptation; and

- (iv) public-private partnership.
- (c) To achieve their common objectives, the Parties intend to consider ways to:
 - (i) share knowledge, ideas and lessons learned;
 - (ii) plan joint regional workshops and a mid-term stocktaking meeting on pollution reduction in the Seas of East Asia;
 - (iii) collaborate on the evaluation of land-based pollution reduction projects in the Seas of East Asia;
 - (iv) collaborate on ways to join with other entities engaged in activities similar, supplemental or related to those being pursued under this Memorandum;
 - (v) collaborate on the dissemination of the lessons learned/results of projects to the public through publications, the internet, seminars, workshops, conferences and other appropriate means; and
 - (vi) periodically evaluate the effectiveness of working in collaboration with each other, with reference to their respective organizational mandates and priorities.
- (d) The Parties anticipate that each one of them will contribute to the activities undertaken pursuant to this Memorandum in several ways, including the following ones:
 - (i) by providing staff time;
 - (ii) by paying related out-of-pocket expenses incurred by its own staff;
 - (iii) by providing facilities for workshops, conferences or training seminars;
 - (iv) by engaging and funding consultants; and
 - (v) by providing support to relevant stakeholders.
- (e) This Memorandum provides a framework within which the Parties may develop and undertake collaborative activities. Specific arrangements for individual activities and projects will be discussed and jointly formulated by the Parties.

3. The World Bank as a Sponsoring Organization

- (a) By accepting PEMSEA's invitation to become a sponsoring organization of PEMSEA, the World Bank may send representatives, for technical discussions, to PEMSEA's EAS Congress, the EAS Partnership Council and other relevant meetings concerning the implementation of the SDS-SEA.
- (b) By virtue of the World Bank becoming a PEMSEA sponsoring organization, (i) the World Bank will not contract any obligation to provide financial support to PEMSEA or any of its programs, and will not be endowed with any prerogative or assume any obligation beyond those set forth in this Memorandum, and (ii) PEMSEA will not derive any special advantage or preference in competing with any other entity as regards the procurement of goods, works or services by the World Bank or third parties, even where such procurement results from or has a direct relationship to such activities under this Memorandum.

- (c) In a manner consistent with its policies and procedures, and the decision-making prerogatives of its organs, the World Bank will use its best efforts to promote SDS-SEA objectives in financing activities related to the specific substantive areas identified in paragraph 2 (b) in the large marine ecosystems of East Asia.

4. Intellectual Property

Each of the World Bank and PEMSEA will retain intellectual property rights in all information and data shared with the other and produced by it, its staff members or consultants. The Parties will agree in writing on the ownership of any intellectual property rights that may arise in any work to be created by the collaborative activities to be undertaken pursuant to this Memorandum, at the time of agreeing on the work plan for such activities.

5. Names, Acronyms and Logos

The Parties acknowledge that the names and acronyms “International Bank for Reconstruction and Development”, “IBRD”, “International Development Association”, “IDA”, “World Bank”, and any variation thereof, including their associated logos, and the name and acronym “Partnership in Environmental Management for the Seas of East Asia” and “PEMSEA”, and any variation thereof, including their associated logo(s), are the sole and exclusive property of the World Bank and PEMSEA, respectively. Neither Party will acquire any right, title or interest in the other Party’s name, acronym or logo under this Memorandum. All uses by one Party of the other Party’s Name in any manner will be subject to the approval of the other Party.

6. Non-Exclusive Relationship

This Memorandum does not establish any exclusive relationship between the Parties. Neither Party is restricted in any way from engaging a third party or parties to pursue independently of the other Party the objectives described in this Memorandum.

7. Disclosure, Publications, Confidentiality and Seminars

- (a) This Memorandum may be disclosed to the public.
- (b) No work created by any collaborative activity or project undertaken pursuant to this Memorandum may be used for commercial purposes. Publications resulting from collaborative activities and projects may acknowledge the collaboration between the Parties. The Parties will jointly formulate a text for such acknowledgement.
- (c) Any sharing of confidential information between the Parties will be subject to their respective policies and procedures relating to the disclosure of confidential information. Confidential information received from one Party will be handled by the

other Party with no lesser standard of care than it would use in handling its own confidential information.

- (d) Unless the Parties otherwise agree, seminars, workshops and conferences jointly organized by the Parties pursuant to this Memorandum will be open to the public. No fees or other costs will be charged to attendees of such seminars, workshops, and conferences except to cover the actual costs of the organization, preparation and promotion of such seminars, workshops, and conferences.

8. Parties' Representatives

The Parties' representatives to facilitate regular consultation between the World Bank and PEMSEA regarding activities of common interest are:

For the World Bank:

Magdolna Lovei
Manager
Operations and Policy, Sustainable Development East Asia and Pacific Region
The World Bank

For PEMSEA:

Raphael P.M. Lotilla
Regional Programme Manager/PRF Executive Director

9. Disagreements

The Parties will resolve by direct negotiation any disagreements between them regarding the interpretation of this Memorandum.

10. Limits to Memorandum

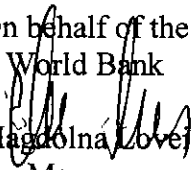
- (a) This Memorandum does not create legally binding obligations between the Parties, or any commitment by either Part to enter into or provide support for any activity or project.
- (b) This Memorandum does not create a joint venture, agency relationship, or a legal partnership between the Parties.
- (c) Nothing in this Memorandum is intended to be, or should be construed as being, a waiver of the privileges and immunities of either Party or its officers and employees, which privileges and immunities are hereby specifically reserved.


11. Term

This Memorandum will become effective upon signing. It will remain effective until March 31, 2011, at which time the Parties will decide whether to extend its effectiveness.

12. Modification and Termination

This Memorandum may be modified or terminated at any time by mutual written agreement between the Parties. Each Party may terminate this Memorandum, at its sole discretion, within a 60-day prior notice in writing to the other Party.

On behalf of the
World Bank

Magdalena Lopez
Manager
Operations and Policy
Sustainable Development
East Asia and Pacific Region

On behalf of
PEMSEA

Raphael P.M. Lotilla
Regional Programme Director/
PRF Executive Director

Signature

Signature

25 Nov. 2009
Date

25 Nov. 2009
Date