

Memorandum of Understanding between  
**ECOMARES and  
SCORE International, Inc.**

This Memorandum Of Understanding (the “MOU”) is entered into this 10<sup>th</sup> of February 2021 between **SCORE International, Inc.** (“SCORE”), non-profit organization, established under the laws of the United States with its principal place of business at 4673 Northwest Parkway Hilliard, Ohio, 43026, USA, represented by Dr. Dirk Petersen, Founder & Executive Director; **ECOMARES**, a non-profit organization, established under the laws of the Republic of Colombia with its principal office address at Av. 3 Oeste 12 -140, Cali, Colombia, represented by Mateo López Victoria, Executive Director; hereinafter referred to collectively as the “Parties” and individually, a “Party”.

**I. RECITALS**

WHEREAS, SCORE is a leading conservation organization based in the United States. Its mission is to promote worldwide coral reef conservation through research, restoration, education and outreach. It is a global network of scientists, aquarium professionals and local stakeholders that has pioneered the field of coral reef conservation and restoration in the past 15 years. SCORE’s experts are developing novel techniques and strategies to face the challenge of preserving the World’s coral reefs;

WHEREAS, ECOMARES is non-profit organization dedicated (among other activities) to protecting and restoring coral reefs in Colombia by developing new and innovative ways to restore reefs that are supported by research collaborations and shared worldwide. Through large-scale propagation, outplanting, and monitoring of genetically diverse corals, ECOMARES works to assist the reefs’ natural recovery. ECOMARES trains, engages, and inspires the community locally and internationally through volunteering, educational events, and outreach, to demonstrate that through community efforts there is still hope for coral reefs.

WHEREAS, each Party of this agreement has within its interest the broadening of the knowledge base, conservation, and restoration of Caribbean coral reefs.

WHEREAS, this MOU has as its objective the advancing of effective and locally desired conservation, research, and restoration initiatives in Colombia.

**II. OBJECTIVES**

Through this MOU, the Parties have as their objective to establish a technical cooperation with the aim of sharing information, as well as testing, strengthening and implementing the most effective, scalable coral reef restoration strategies possible as they relate to increasing resilience to climate change and restoring ecologically functioning coral reef systems in the Caribbean Sea via innovative techniques including sexual reproduction. The Parties will collaborate on advancing the objectives set forth in the initial draft of the work plan including expanding coral restoration work in Colombia (Attachment A).

The MOU also seeks to outline means of collaboration, communication mechanisms, and methods for the implementation of activities.

### **III. RESPONSIBILITIES OF ECOMARES**

At its sole discretion and within its own budgetary and other constraints, ECOMARES will be responsible for:

- (1) Project definition, management, and execution: The Parties will jointly define the specific objectives of the project, the project sites and the laboratory work, the field work and the educational outreach that will be performed in connection with each project goal to be specified in the work plan (“Work Plan”).
- (2) Project Support: ECOMARES will provide an appropriate amount of staff and volunteer time to conduct the project as outlined in the work plan (Attachment A). Additionally, all necessary permits, field logistics (boat/diving support, ground transportation, consumable field materials, etc), and facilities for collection, rearing, outplanting and monitoring activities will be the responsibility of ECOMARES.
- (3) Data Sharing: ECOMARES will share all field trial results and monitoring data with SECORE, and will provide qualitative feedback on methodologies and technologies provided by SECORE.
- (4) Communications: Vetting with SECORE all communications (i.e., press releases, other media, website descriptions, publications, flyers, reports, mailings, other media, etc.) regarding the existence of, or activities related to, this MOU prior to release. SECORE will be notified and, where possible included (tagged, linked, etc.), on all social media posts regarding the existence of, or activities related to, this MOU. Posts relating to significant findings from the joint work will be coordinated between the Parties. Regular communication on all activities relating to this MOU expected between both parties.

### **IV. RESPONSIBILITIES OF SECORE**

At its sole discretion and within its own budgetary and other constraints, SECORE will be responsible for:

- (1) Project definition, management, and execution: The Parties will jointly define the specific objectives of the project, the project sites and the laboratory work, the field work and the educational outreach that will be performed in connection with each project goal to be specified in the revised work plan (“Work Plan”).
- (2) Project support: SECORE will provide techniques, materials/technology, and expertise regarding larval propagation and restoration of broadcast spawning corals (as outlined in the “Work Plan”). SECORE will provide access to their training workshops for relevant staff from ECOMARES and/or its partners; the specifics of where and who will attend will be jointly decided by the Parties annually.
- (3) Communications: vetting with ECOMARES all communications (i.e., press release, website descriptions, publications, flyers, reports, mailings, other media, etc.) regarding the existence of, or activities related to, this MOU prior to release. ECOMARES will be notified and, where possible included (tagged, linked, etc.), on all social media posts regarding the existence of, or activities related to, this MOU. Posts relating to significant findings from the joint work will be coordinated between the Parties. Regular communication on all activities relating to this MOU expected between both parties.

## V. PRINCIPAL CONTACTS

The principal contacts for each of the Parties will be:

### **For SECORE:**

Dr. Dirk Petersen  
Executive Director  
Office Germany: +49-421-46847940  
[d.petersen@secore.org](mailto:d.petersen@secore.org)

### **For ECOMARES:**

Dr. Mateo Lopez Victoria  
Executive Director  
Phone: +57 3146200120  
[malov@javerianacali.edu.co](mailto:malov@javerianacali.edu.co)

These principal contacts may be changed at any time by means of advance notice to the other Party.

## VI. TERM

This MOU will begin on 10<sup>th</sup> of February, 2021 and will remain in full force and effect until 31 December, 2026 (“Expiration Date”), or until terminated, whichever occurs first. Any extension beyond the Expiration Date must be in writing and signed by the Parties before the Expiration Date.

## VII. NON-BINDING LANGUAGE

The Parties agree that nothing in this MOU shall imply in any way that any provision of this MOU is legally binding or capable of generating any contractual obligations.

## VIII. TRANSFER OF FUNDS

This MOU does not obligate either Party to provide, obligate or expend financial support of any sort. Any transfer of funds between the Parties will be the object of an independent contract, with the inclusion of clauses and other conditions in accordance with the internal procedures of each Party, and will be duly signed by both Parties.

## IX. TERMINATION

Either Party will have the right to cancel this MOU by giving 30 (thirty) days written notice to the other Party of intent to terminate. Upon receipt of the termination notice, the other Party will take all necessary action to cancel outstanding commitments relating to the work under this MOU.

## X. TITLE AND USE OF INTELLECTUAL PROPERTY

a) INTELLECTUAL PROPERTY. Under the provisions of this MOU, the Parties may produce documents, reports, studies, scientific-related biological or physio-chemical samples and products, photographs, and maps, as well as product-specific documents (collectively “Works”). Unless otherwise agreed to by the Parties in writing, the copyright and other intellectual property rights in any such Work will belong to the Party that produces the Work.

If a Work is jointly produced by the Parties, the copyright will be owned jointly by the Parties. In all cases of co-authorship, the Parties are hereby authorized to use the Work, without prior authorization from the other, for non-commercial purposes or public benefit.

b) DISTRIBUTION. Neither Party will publish or otherwise distribute the Work of the other Party without both the previous written consent of the other Party and crediting the other Party in such Work.

c) NAMES AND LOGOS. The names and logos of the Parties are trademarks; as such, they may not be used for any purpose without the prior express written permission of their owners.

#### **XI. CONFIDENTIALITY**

During the course of the performance of this MOU, the Parties may have access to materials, data, strategies, systems or other information relating to the other Party and its programs which is intended for internal use only. Any such information shall not be used, published or divulged to any individual or corporation, in any manner or for whatever purpose, except through the Party's previous written permission, which may be withheld by the respective Party at its sole discretion.

#### **XII. PUBLICATION RIGHTS**

Publications, reports and other information arising from the Project may be published jointly by the Parties, or separately by one Party upon written prior notice to the other Party providing a reasonable opportunity to review and approve of the work or works, prior to any publication.

#### **XIII. OTHER PARTNERS**

This MOU does not preclude the Parties from establishing similar agreements and/or contracts with other individuals, corporations, agencies, and public or private organizations. The Parties recognize the importance of continuing to cooperate and work with other partners in programs of mutual interest and to be able to, by means of a written document signed by both Parties, invite other partners to participate in the activities implemented under this MOU.

#### **XIV. NO JOINT VENTURE**

The Parties agree that they are not entering into a legal partnership, joint venture or other such business arrangement, nor is the purpose of the Parties to enter into a commercial undertaking for monetary gain. Neither Party will refer to or treat the arrangements under this MOU as a legal partnership or take any action inconsistent with such intention.

#### **XV. DISPUTE RESOLUTION**

The Parties hereby agree that, in the event of any dispute relating to this MOU, they shall first seek to resolve the dispute through informal discussions. If a dispute cannot be resolved informally within sixty (60) consecutive working days, the Parties agree to terminate this MOU.

#### **XVI. RESPONSIBILITY**

Each Party shall be solely responsible for the actions and/or omissions carried out by its own employees, agents, and representatives involved in the implementation of the objective of this MOU, accepting responsibility for the repair of any possible damage caused in the execution of this MOU, whether to the other Party, or to third parties. Nothing herein shall be construed as creating joint or several liabilities between the parties.

#### **XVII. ASSIGNMENT**

Neither Party may assign or transfer its rights and obligations under this MOU without the prior written consent of the other Party.

**XVIII. COMPLIANCE WITH LAWS**

The Parties will observe all the applicable laws and regulations during the execution of the Work implemented under the provisions of this MOU.

**XIX. SEVERABILITY**

If any provision of this MOU is held invalid, the other provisions herein shall not be affected thereby.

**XX. ENTIRETY**

This MOU, including any attachments, embodies the entire and complete agreement and understanding between the Parties, and any amendment to this MOU will only be valid if in writing and signed by both Parties.

IN WITNESS WHEREOF, the Parties execute this Memorandum of Understanding in duplicate, effective as of the last date written below.

**FOR SECORE INTERNATIONAL, INC.**



Dr. Dirk Petersen  
Executive Director

**FOR ECOMARES**



Dr. Mateo López Victoria  
Executive Director

02/11/21

Date

10/FEB/2021

Date

## ATTACHMENT A

### WORK PLAN

#### BACKGROUND

For more than 15 years SCORE International has worked to refine methodologies and technologies for coral reef restoration with a particular focus on upscaling techniques to meet the challenge of rapidly declining global coral populations. To date, SCORE has focused much of its efforts on the sexual reproduction of corals through larval propagation. ECOMARES has established themselves as one of the leading organizations in Colombia focusing on coral reef restoration.

SCORE International and Colombia, together with international and on-site partners will join forces for the coming 5 years to promote and expand coral restoration in Colombia. The project supports three main goals: 1) to conduct field trials and jointly improve coral larval propagation techniques and technologies in Colombia, 2) to train local staff and practitioners in cutting edge coral restoration methodologies, and 3) implement a large-scale coral larval propagation program in the country

#### VISION

In collaboration with SCORE, ECOMARES and their partners will integrate SCORE technologies into their existing larval propagation program, thus building the capacity to significantly improve the health, function, and genetic diversity of coral reefs in Colombia.

#### OUTCOMES

**Outcome 1:** Field trials of larval propagation technologies and methodologies developed by SCORE and its partners are successfully conducted in Colombia.

**Output 1.1:** Settlement and survival monitoring data for trials is collected and shared between Parties

**Output 1.2:** Feedback on the technology and methodologies is communicated and incorporated into SCORE's global network of restoration partners

**Output 1.3:** Coral restoration is incorporated into local management plans

**Outcome 2:** Over the five years of this agreement the larval propagation program grows to meet the coral restoration needs of Colombia and becomes self-sustaining

**Output 2.1:** The suite of species used and numbers of seeding units outplanted grows annually

**Output 2.2:** SCORE and ECOMARES have created a program that allows for the training of additional practitioners and organizations in Colombia, thus spreading the implementation of larval propagation restoration programs to additional locations in the country

**Output 2.2:** ECOMARES has identified sustainable funding resources to maintain the program beyond the period covered by this agreement

**Proposed Workplan 2021:**

- Prior to June 2021 – SECORE staff will conduct a site visit to Colombia and work with ECOMARES staff to identify CRIB sites and priorities for 2021 field work; if this is not possible due to the continuing COVID-19 pandemic, SECORE staff will work virtually with ECOMARES staff and partners to support these decisions from a distance.
- Prior to June 2021 - SECORE will deliver a complement of materials to support at least 1 spawning event (estimated 2 CRIBs and 4,000 seeding units)
- May – October 2021 – SECORE will fund 2 ECOMARES staff/partners to attend at least one continuing training event (presuming travel is possible)
- June – October 2021 - ECOMARES will conduct an initial trial of SECORE CRIB(s) and seeding units
- By November 2021 – SECORE and ECOMARES staff will create a workplan for 2022