



**PRINCE ALBERT II
OF MONACO
FOUNDATION**



**EUROPEAN
POLAR BOARD**

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE PRINCE ALBERT II OF MONACO FOUNDATION

AND

THE EUROPEAN POLAR BOARD

The Prince Albert II of Monaco Foundation, authorized under Monegasque law by ministerial decree n° 2006-566 of 13th November 2006, with its head office at “Villa Girasole”, 16 boulevard de Suisse, 98000 Monaco, and represented by its Vice President & Chief Executive Officer Mr. Olivier Wenden,

Hereinafter referred to as “the Foundation”,

AND

The European Polar Board, with head offices at NWO, Laan Van Nieuw Oost-Indie 300, 2593 CE The Hague, The Netherlands and represented by its Executive Secretary, Dr. Renuka Badhe,

Hereinafter referred to as “EPB”,

The Foundation and the EPB being referred collectively as “the Parties”,

WHEREAS :

- **The Foundation** created by His Serene Highness Prince Albert II of Monaco is active within all major global environmental fields and with a certain focus on specific geographical areas such as the Mediterranean Basin, the Polar Regions and the Least Developed Countries, in order to promote the preservation of biodiversity, the mitigation of climate change and the implementation of sustainable development;

The objectives of the PA2F are to raise awareness amongst both populations and governments of the impact of human activities on the natural environment, to encourage more environmentally friendly behaviour and to promote outstanding initiatives and innovative solutions, notably by distributing awards and grants;

The PA2F's aim is to initiate partnerships in order to identify and conduct joint projects in line with its fields of interest and geographical priorities.

The Foundation launched its Polar Initiative with its partners, IASC, SCAR and the Oceanographic Institute, during its 1st Polar Symposium on February 24th, 2022, with the aim of to work for the preservation of the Arctic and the Antarctic.

- **The European Polar Board** is The European Polar Board (EPB) is an independent organisation that focuses on major strategic priorities in both the Arctic and Antarctic regions. Current EPB membership includes research institutes, funding agencies, scientific academies, and polar operators from across Europe.

The EPB is a unified network for the European polar community to coordinate and collaborate on scientific priorities and communicate as the voice of European polar research. As the single contact point for communication, the EPB has a mission to foster and advance the coordination of, and collaboration with the European polar research community and beyond.

- The Foundation and the EPB are aware of the complementary nature of their expertise and wish to cooperate in accordance with this Memorandum of Understanding

(hereinafter referred to as “the MoU”), in the framework of their respective activities related to the poles.

The Preamble forms an integral part of the MoU.

IT IS HEREBY AGREED AS FOLLOWS:

ARTICLE 1 - PURPOSE OF THE MOU

The purpose of the MoU is to define the role and obligations of the Parties as well as the methods for managing their relations within the context of the MoU.

ARTICLE 2 - AREAS OF PARTNERSHIP

The Parties agree, based on a flexible and transparent relationship to collaborate in the framework of their respective polar activities.

ARTICLE 3 - MEANS OF IMPLEMENTATION

In order to implement the MoU, the Parties undertake to participate in various activities (“Activities”) :

3.1 Cooperation on events

The Foundation and the EPB can collaborate on various Polar Initiative-related events, including but not limited to the 2nd Polar Initiative Symposium and a side event of the UN Ocean Decade Conference scheduled to take place in Barcelona in 2024.

3.2 Collaboration on outcome products and publications

The Foundation and the EPB will collaboratively write a white paper following the events described in article 3.1.

The Activities mentioned above or any other specific activities other than those defined previously, may be subject to specific agreements, depending on their nature. Further such activities may be set up as relevant, with the consent of both parties.

ARTICLE 4 - COORDINATING AND MONITORING THE MOU

- 4.1 In order to implement joint activities managed in partnership, all activities need to be coordinated from a holistic point of view.
- 4.2 For such purposes, the Parties shall set up a coordinating committee (the “Coordinating Committee”) composed of four (4) members, two (2) members being designated by each Party:

- The Foundation designates its Polar Initiative Coordinator, Ms. Salomé Mormentyn and its Initiatives Coordinator, Ms. Lina Hansson as members of the Committee;
 - The EPB designates its Executive Secretary, Dr Renuka Badhe and its Chair, Dr Nicole Biebow as members of the Committee.
- 4.3 The Parties may dismiss and substitute the members respectively representing them within the Coordinating Committee, as well as designate alternate members.
- 4.4 The Coordinating Committee is entrusted with: (i) helping to achieve the purpose of the MoU and (ii) encouraging and developing, with the same goal in mind and for the implementation activities, exchange and support between the Parties.
- 4.5 The members of the Coordinating Committee shall get in touch with one another in the first twelve (12) months of the MoU to assess its implementation and results.

ARTICLE 5 - COMMUNICATION AND USE OF NAME AND LOGO

- 5.1 The Parties agree to cooperate in good faith and to implement a common communication and promotional strategy in the fields of the MoU.
- 5.2 Each Party agrees to name the others in any public communications pertaining to activities implemented in partnership.
- 5.3 Each Party agrees to show to the others for prior approval, press releases and all communication materials connected with the MoU that feature the logo and/or mention the name of the other Parties.
- 5.4 The use of the Parties' name and logo is exclusively limited to documents and communication materials related to this MoU.
- 5.5 Each Party may withdraw, without notice, the right to use its name and logo in case of non-compliance with the abovementioned obligations or any case of violation vis-à-vis its image or reputation or for the Foundation any case of violation vis-à-vis the image or reputation of HSH Prince Albert II of Monaco.

ARTICLE 6 - INTUITU PERSONAE

- 6.1 The Parties agree to conclude the MoU on an *intuitu personae* basis.
- 6.2 The MoU, in addition to the rights and obligations which result from it, cannot be delegated or assigned to a third party without the prior written consent of the other Parties.
- 6.3 Each Party shall inform the others within a period of two (2) months after effecting any material modification of its corporate or entity structure, governance or management, to the extent that such change would affect the rights of the other party or the liability of the modifying party under this MoU. A Party whose rights under this MoU are materially affected or altered by such modification may terminate this MoU with written notice to the other Party, subject to continued enforcement of rights and obligations which are not affected by such change.

ARTICLE 7 - ETHICS AND VALUE SYSTEM

- 7.1 Each Party shall take all the necessary precautions in order to prevent any risks of conflict of interest and immediately inform the other Party of any constitutive situation or one that is likely to lead to a conflict of interest.
- 7.2 A conflict of interest exists when the impartial and objective execution of the MoU is compromised for family or emotional reasons, political, national, or denominational affinity, economic or social interest, or for any other reason of community interest with another person or entity.
- 7.3 Each Party agrees to take all the necessary precautions in order to prevent any risks of harm and shall be responsible for any damage to the reputation and/or image of the other Party directly or indirectly caused by it, its staff or partners.
- 7.4 In addition, the European Polar Board agrees to take care to prevent any risk of harm and avoid any damage to the reputation and/or image of HSH Prince Albert II of Monaco directly or indirectly caused by it or by their staff.

ARTICLE 8 - CONFIDENTIALITY

- 8.1 The Parties shall respect the confidentiality of any information shared between them, transmitted in any form or by any means, and of information falling outside the scope of the public domain which the Parties might have obtained as part of the MoU. This information and all related documents must, both during the term of the MoU and following its termination, be kept in a safe place, and not be published, communicated, used or divulged without the prior written agreement of the other Parties.
- 8.2 Each Party shall respect the confidentiality of the MoU, and is responsible for its staff, partners, sub-contractors and any other person having knowledge of the aforementioned information.
- 8.3 All confidential information, regardless the form or the material support, transmitted by either Party, shall remain the property of the Party who disclosed it and should be returned immediately upon his request to her.

ARTICLE 9 - LEGAL FORMS OF RELATION

- 9.1 Through the MoU, the Parties express in all good faith their joint and reciprocal intentions, although the MoU shall not constitute a binding obligation that is enforceable.
- 9.2 The MoU shall not create in any way a financial, structural, professional/organizational or social obligation. The MoU cannot constitute or be interpreted as constituting an exclusive relationship, an agency, a joint-venture or a new legal entity, a partnership that is enforceable and no Party has the right or the power to create or assume responsibility or obligation of any type whatsoever in the name of or on behalf of any other. The Parties are independent of each other, and no joint liability, particularly of a financial nature, may be presumed between the Parties. Each Party is responsible for its own actions and its consequences.

ARTICLE 10 - COSTS

Each Party supports its own operating costs, fees, and expenses, whatever their nature, for the implementation of the MoU.

ARTICLE 11 - TERM AND TERMINATION OF THE MOU

- 11.1 The MoU shall enter into force on the date of the last signature of the Parties for a three-years (3) term.
- 11.2 The provisions provided in article 8 remain in force despite the end of the MoU or its early termination.

ARTICLE 12 - SETTLEMENT OF DISPUTES

- 12.1 The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of this MoU.
- 12.2 Should an amicable settlement fail, the dispute shall be finally settled under the UNCITRAL Arbitration Rules as at present in force. The proceedings shall take place in the English language.

ARTICLE 13 - ELECTRONIC SIGNATURE

- 13.1 The Parties may sign this MoU by using an electronic signature (DocuSign or PDF).
- 13.2 The Parties recognize that the electronic signature expresses their consent to this MoU.

The MoU is entered in Monaco and created in English in one (1) electronic copy.

On behalf of the Foundation

Mr. Olivier Wenden
Vice-President & Chief Executive Officer

[Date]

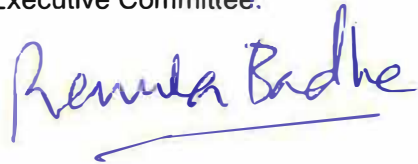
[Signature]



On behalf of the European Polar Board

European Polar Board Executive Committee:

Dr. Renuka Badhe
Executive Secretary



[Date]

[Signature]

Executive Committee, European Polar Board:

Dr. Marie-Noelle Houssais

[Date]

[Signature]



Mr. Miguel Ojeda

[Date]

[Signature]



Mr. Egill Thor Nielsson

[Date]

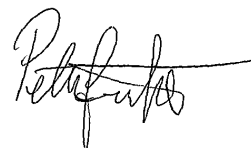
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Prof. Peter Sköld

[Date]

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Signed 22 February 2024