

Memorandum of Understanding (MOU)

Between
College of Micronesia-FSM
And
Pohnpei State Office of Fisheries and Aquaculture (OFA)
And
Pohnpei State Department of Resources & Development (R&D)

1. Purpose

This Memorandum of Understanding (MOU) sets forth the terms of collaboration between the College of Micronesia-FSM (COM-FSM), through its Cooperative Research & Extension (CRE) program, the Pohnpei State Office of Fisheries and Aquaculture (OFA), and the Pohnpei State Department of Resources & Development (R&D). This MOU is specifically established for the joint development and operationalization of the Nett Point Hatchery in Pohnpei.

The primary purpose of this MOU is to establish a cooperative framework for advancing sustainable aquaculture research, promoting local food security, and building capacity across communities in the Federated States of Micronesia (FSM). COM-FSM CRE will lead the coordination, planning, and implementation of joint research and outreach activities in collaboration with OFA and R&D.

2. Scope of Collaboration

All parties agree to collaborate in the following key areas:

- a. Aquaculture Research and Development
- b. Capacity Building and Student Engagement
- c. Extension and Community Outreach
- d. Resource Sharing

3. Roles and Responsibilities

COM-FSM/ CRE's (Lead Institute) Responsibilities include:

1. Serve as the lead institute in managing the Nett Point Hatchery.
2. Develop and implement research plans and applied trials in coordination with OFA and R&D.

3. Lead the monitoring, documentation, and reporting of hatchery operations and research findings.
4. Coordinate student internships, research assistant placements, and training opportunities at the hatchery.
5. Organize community outreach and education activities focused on sustainable aquaculture.
6. Act as the primary contact for external collaborations, proposals, and publications related to the hatchery.

OFA's Responsibilities include:

1. Provide policy support and oversight to ensure hatchery activities align with state and national aquaculture and fisheries goals.
2. Assist in securing permits, site access, field activities, and coordination with state or national authorities.
3. Support community linkages and facilitate the integration of successful hatchery practices into wider government programs.
4. Offer logistical or material support where available, including the use of government channels for awareness or scaling.
5. Work jointly to explore funding opportunities and provide assistance in deploying and supporting staff for hatchery activities.

R&D's Responsibilities include:

1. Provide strategic oversight and technical support for the development and operation of the Nett Point Hatchery, in alignment with state and national food security and aquaculture development goals.
2. Assist in linking hatchery activities with state and national policies, plans, and frameworks under fisheries and rural development.
3. Facilitate inter-agency collaboration and coordinate with national and international development partners for possible funding, technical assistance, or scaling up.
4. Support capacity-building initiatives, including staff participation, training contributions, and technical input for outreach and education.
5. Assist in providing staff support necessary for hatchery operations and community outreach.

4. Intellectual Property and Data Sharing

- a. **Ownership of Pre-existing IP:** Each Party retains ownership of all intellectual property, data, and materials owned or controlled by it prior to execution of this MOU.

- b. **Joint Research Outputs:** All research data, findings, and materials generated through collaborative activities under this MOU shall be jointly owned by all Parties in equal shares, unless otherwise agreed in writing.
- c. **Publication Rights:** Each Party may publish research results provided that: (a) all co-contributing Parties are acknowledged; (b) thirty (30) days advance written notice is provided to all Parties; and (c) any objecting Party may delay publication for up to ninety (90) days to protect proprietary interests.
- d. **Commercialization:** Any commercialization of joint intellectual property requires unanimous written consent of all Parties. Net revenues from commercialization shall be distributed equally among Parties after deduction of reasonable commercialization costs.
- e. **IP Disputes:** The Parties shall first attempt to resolve any intellectual property disputes through good faith negotiations among themselves for a period of sixty (60) days. If such negotiations fail, disputes shall be submitted to a court of competent jurisdiction in the Federated States of Micronesia, with each Party bearing its own costs unless the court determines otherwise.

5. Funding

This MOU does not guarantee funding. Specific projects and resource needs will be supported through separate grant proposals or internal agreements.

6. Governing Law

This Memorandum of Understanding shall be governed by and construed in accordance with the laws of the Federated States of Micronesia. Any disputes arising from this MOU shall be submitted to a court of competent jurisdiction mutually agreed upon by the Parties.

7. Mutual Indemnification

Each Party shall indemnify, defend, and hold harmless the other Parties from claims, damages, or losses arising from: (a) its own negligent acts or omissions; (b) its breach of this MOU; or (c) violations of law by its personnel.

8. Duration of MOU and Terms of Agreement

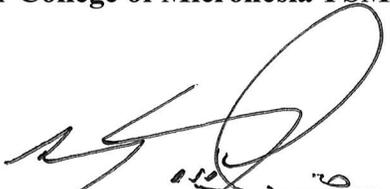
This MOU shall remain in effect for a period of five (5) years, beginning on August 1, 2025, and ending on July 31, 2030, unless terminated earlier by any party.

Any party may terminate this MOU by providing three (3) months' written notice to the other parties. Ongoing activities at the time of termination shall be concluded or transitioned by mutual agreement to ensure continuity and responsible closure.

In the event of termination, the Parties shall mutually agree upon the disposition of jointly acquired assets, equipment, and research materials, and ensure proper archiving and accessibility of all data and records generated under this MOU.

A formal review of this MOU shall take place at least one (1) year prior to the termination date to assess progress and determine the potential for renewal or revision. This MOU is executed in three original copies, each of which is equally valid. Each party shall retain one signed original. This MOU is entered into and signed by the duly authorized representatives of the three institutions named herein.

For College of Micronesia-FSM / CRE



Dr. Theresa Koroivulaono
President & CEO

Date: 08.12.25

For Pohnpei State Office of Fisheries and Aquaculture (OFA)



Jorg Y. Anson
Administrator

Date: 8/12/25

For Pohnpei State Department of Resources & Development (R&D)



Mark Kostka
Director

Date: 8/12/25