

MEMORANDUM OF UNDERSTANDING

between

the

**SD- MED Association
and its University forum (SDMed observation)**

and

“Tilos Park”



April 2009

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between
SD-MED Association
and the
TILOS PARK

Purpose

The purpose of this Memorandum of Understanding (MOU) is to advance the mutually beneficial and cooperative working relationship already established between the International SD-MED Association and particularly its university forum (SDMed Observation) and "TILOS PARK"- herein jointly "Parties".

Background

SD-MED is a non-profit French-Greek and international organization that works –via knowledge and know-how transfer and cooperation development activities- to strengthen cooperation in the field of **sustainable development and sustainable construction in the Mediterranean and the Balkans**. Besides, SD-MED acts so as Greece become, a centre of dissemination of sustainable construction know-how throughout the Balkans and the East Mediterranean area.

TILOS PARK is a Greek registered non-profit NGO [TPA] based in the island of Tilos whose mission is the conservation of Tilos and its 14 uninhabited islets through the formation of the Tilos Park Association.

The two organizations have agreed to collaborate in order to enhance their ability to fulfill their missions to promote both sustainable development of the natural, urban and built environment, resilience to climate change and **enhancement of cultural dialogue** towards **sustainable development and territorial cohesion** in the islands space of the Mediterranean.

The parties will build on their knowledge and expertise and identify new opportunities to collaborate with one another in developing and implementing projects integrating sustainability in natural and protected areas, especially as far as island space is concerned as well as cultural activities in their own geographical areas (Tilos island, the Mediterranean etc.) and internationally.

Understandings

The parties pledge to work together to advance triple bottom line practices in their working relationships through the application of, but not necessarily limited to, the following:

- Development of specific sustainable spatial, urban and building projects and studies. Obtaining, Sharing and analysing information in the area covered above (see background)
- Development of projects promoting territorial cohesion, environmental protection, resilience to climate change and cultural dialogue in mediterranean communities focusing on islands.
- Development and incorporation of factors that address affordability and social equity in sustainable spatial, urban and building design processes and rating systems.
- Establishment of appropriate financial support systems to meet the goals of both parties.
- Promotion of collaboration between SD-MED and TILOS PARK in protection of natural areas and in green building outreach, education, research, technology transfer and best practices.
- Provision of relevant information to Mediterranean local and regional players about global, European and Mediterranean expertise in the area covered above (see Background), and active contribution to comparative studies in this area.
- Development and implementation of stakeholder engagement strategies.
- Exchange of appropriate budgeting and program planning information.
- Filling gaps in their respective networks especially as far as specific educational activities (seminars, summer schools etc) are concerned.
- Support of the inauguration of exchanges and partnerships at the international, European and Mediterranean level;
- Contribution of SD-MED experts in creating and developing the "Aegean center for environmental studies" previewed by TILOS PARK statutes.

These efforts will be jointly chaired and administered by the Director of TILOS PARK and the President of the SD-MED Association. There

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will be equal membership from both parties and members will have the authority to establish and direct subcommittees and working groups to consider specific proposals or problem areas as required.

Conditions

This MOU is not a contractual or financial obligation instrument and nothing in it obligates either of the parties to enter into any contracts or other financial obligations or to be cited as the basis for the promise of any transference of funds. Any reimbursements or contribution of funds between the parties to this MOU will be made in accordance with applicable laws and regulations.

To facilitate the implementation of this MOU, the administrators of this agreement shall communicate directly with each other pursuant to agreed-upon cooperative understandings.

In no way does this MOU restrict the SD-MED Association or TILOS PARK from participating in similar activities or arrangements with other entities.

This MOU does not create any right or benefit, substantive or procedural, enforceable by law or equity against TILOS PARK, the SD-MED Association, their officers or employees or any other person.

This MOU does not direct or apply to any person outside the SD-MED Association. and TILOS PARK.

Nothing in this MOU shall be construed to authorize or permit any violation of any laws.

Intellectual property rights

Each partner shall respect the intellectual property rights of any work and contributions put at its disposal by the other. This being so, each of them shall be obliged to cite the source of any information received from the other which it may use in its own work and publications. The intellectual property rights of work done specifically in the context of this partnership shall accrue jointly to both partners.

Agreements

In order to foster the successful completion of this MOU, the Parties agree to the following terms and conditions:

- Each Party pledges in good faith to go forward with this MOU and to further its purpose subject to the terms and conditions of this MOU;
- Either part may at any time, unilaterally withdraw from this MOU by transmitting a signed writing to that effect to the other Party and shall be considered terminated sixty (60) days from the date the non-withdrawing Party receives the notice of withdrawal from the withdrawing Party;
- By mutual agreement, which may be either informal or formal, the Parties may modify the list of intended activities and /or determine the manner in which they will be accomplished. However, any substantive modification to this MOU will be made in writing and signed by both Parties for the purpose of clarity and to support the ongoing evolution of the relationship;
- As long as this MOU is valid, and without the need of further transactions, both Parties shall recognize each other as a 'partner' or 'member', according to their own internal by-laws;
- This agreement is subject to three annual review and recertification by both parties.

Recognition

TILOS PARK may use the special SD-MED logo (Fig. 1) on its correspondence, website, and promotional materials. TILOS PARK's logo and organizational brief will be included in a special section on the SD-MED website (www.sdmed.info), with a link to the TILOS PARK website.

SD-MED may use the 'TILOS PARK' logo (Fig. 2) on its correspondence, website and promotional materials. SD-MED's logo and organizational brief will be included in a special section of the TILOS PARK website, with a link to the SD-MED website.

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Effective Date and Administration

This MOU shall become effective upon signature by the President of the SD-MED Association and the Director of TILOS PARK. It may be modified through written agreement by both Parties and such modifications shall be attached to this MOU. Both the Presidents of SD-MED and the TILOS PARK Director may appoint representatives to coordinate the relationships and communications between the two organizations.

Signed by :

Stella KYVELOU, Assistant professor at Panteion University, President, SD-MED Association

Date: 2-April-2009

Dimitrios SKOUTERIS, Director of TILOS PARK

Date: 2-April-2009

