

MEMORANDUM OF UNDERSTANDING
Between
THE COLLEGE OF THE FLORIDA KEYS
And
CELEBRATION OF THE SEA FOUNDATION

This Memorandum of Understanding (“MOU”) is entered into as of the 31 day of July, 2024 (the “Effective Date”), by and between the **THE COLLEGE OF THE FLORIDA KEYS** (“CFK”) and the **CELEBRATION OF THE SEA FOUNDATION** (“CSF”) collectively the “Parties”. The Parties agree to work towards developing the highest quality collaborations and programs for the mutual advancement of both institutions.

Whereas, both Parties recognize the following commonalities:

- The compatibility of the direction and interest of their educational services to the community, through leadership, research, and teaching;
- The significant roles they each play as leaders in environmental education, sustainability, resilience, teaching and research within their respective communities; and,
- The advantages of establishing a collaborative relationship that builds on the Parties' individual strengths, enhancing educational opportunities for the community.

Whereas, the Parties’ collaboration will facilitate:

- The exploration of the development of educational exchanges;
- The development of collaborative educational and training courses;
- The exploration of joint research and education proposals for submission to funding agencies;
- The exchange of academic materials and other information, as feasible;

Therefore, the Parties agree to pursue the following goals:

1. CFK and CSF will assign a local point of contact within each organization to serve as liaisons regarding collaborative proposals.
2. CFK and CSF stipulate that the use of their respective brands, represented by their headings and logotypes, can only be used by a Party with the previous and express authorization of the other Party. This MOU does not authorize any one of the organizations to express themselves on behalf of the other, either verbally or in writing.
3. CFK and CSF may develop projects that match the mission priorities of each Party.
4. CFK and CSF agree that the proposed collaboration will explore the feasibility of establishing a working group to manage future collaborations.
5. CFK and CSF will explore ways to recognize and promote any potential collaborations through articles, reports, and events, and the placement of logos in relevant publications and websites.
6. CFK and CSF agree to seek sponsorship from various local, national, and international funding sources in support of collaborative educational activities.

Both Parties understand, that financial arrangements under this MOU will be negotiated separately for each specific activity subsequently agreed to by the Parties and depend on the nature of the specific activities and the availability of funds. Any expense incurred by either Party for any matter pertaining to this MOU will be subject to individual agreements on a case-by-case basis.

Both Parties understand, that this MOU serves as framework for collaborative activities. Specific agreements would need to be drafted by CFK and CSF in the case that the exploration of these areas leads to further developments. These agreements would need to be approved by authorities at each Party. Nothing in this MOU shall be construed as creating any affirmative legal obligations between the Parties.

Both Parties recognize that intellectual property, including ownership of any copyrights and/or patents, will be addressed and included in subsequent agreements for specific activities as necessary and appropriate by and between the Parties.

This MOU is non-exclusive, is effective on the date of its final signing, and will terminate after three (3) years.

This MOU may be terminated by either Party at any time and for any reason by providing thirty (30) day written notice to the other Party. Said notice shall be sent in accordance with the Notice provisions below. In the event one Party terminates this MOU for any reason in the future, the Parties shall work in good faith to continue at a minimum to fulfill any remaining collaboration obligations in effect at the time of termination.

This MOU represents the entire agreement between the Parties and supersedes all prior oral or written statements or agreements. This MOU may only be amended by written amendments duly executed by the Parties hereto.

Notices

Any notice to either party must be in writing and signed by the Party giving it, and served: 1) by hand; 2) e-mail and/or postal carrier, postage prepaid, registered or certified, return receipt requested; or 3) through expedited mail or package service, if a receipt showing the delivery has been retained, and addressed as follows:

The College of the Florida Keys

Jonathan Gueverra, Ed.D.
5901 College Road, Key West FL 33040

Celebration of the Sea Foundation

Patxi Pastor
11420 North Kendall Drive, Suite 203, Miami FL 33176-1309

Notice is effective upon receipt.

This MOU may not be assigned by either Party without the express written consent of the other; such consent is to be at the sole discretion of the grantor.

The Parties mutually agree that no Party shall be liable for the acts of the other Party. Each Party shall fully indemnify the others including for all legal costs, against any claim in contract, tort or criminal law made against a Party for their acts or omissions of any kind in relation to this agreement. For the avoidance of doubt, the intention is that no Party to this agreement shall in any way become liable for the actions of another Party in any suit by a third party, regardless of the merit of any such claim.

This MOU is governed by the laws of the State of Florida and venue of any actions arising out of this agreement shall be in the state courts in Monroe County, Florida.

The duly authorized representatives of the parties hereby execute this AGREEMENT as of the date noted above.

THE COLLEGE OF THE FLORIDA KEYS

CELEBRATION OF THE SEA FOUNDATION

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____