

**Attachment A to Agenda File No. 2021-0228**

**MEMORANDUM OF UNDERSTANDING BETWEEN THE SAN DIEGO UNIFIED PORT DISTRICT AND CANADA'S OCEAN SUPERCLUSTER TO ADVANCE A COLLABORATIVE PARTNERSHIP TO COOPERATIVELY EXPLORE OPPORTUNITIES FOR PROGRAM ALIGNMENT AND INVESTMENT TO SUPPORT THE DEVELOPMENT AND SCALING OF INNOVATIVE SOLUTIONS THAT PROMOTE THE BLUE ECONOMY AT PORTS**

This Memorandum of Understanding ("MOU") is made by and among the San Diego Unified Port District ("Port") and Canada's Ocean Supercluster ("OSC"). The parties to this MOU may be referred to herein collectively as the "parties" or individually as a "party". The parties wish to establish a cooperative relationship through mutual assistance in the areas of program alignment and investment to advance sustainable ocean innovation, and agree as follows:

The following recitals are a substantive part of this MOU:



**Whereas**, the Port was created by the California Legislature in 1962 pursuant to the Harbors and Navigation Code Appendix 1, § 1 et seq. ("Port Act");

**Whereas**, pursuant to the Port Act, the Port is a trustee for the people of the state of California and holds and manages tidelands and submerged lands (Tidelands) that span five member cities (Chula Vista, Coronado, Imperial Beach, National City and San Diego), 34 miles of waterfront along San Diego Bay and portions of the Pacific Ocean;

**Whereas**, the Port is entrusted with managing and protecting the Tidelands to promote navigation, commerce, fisheries, recreation, and environmental stewardship;

**Whereas**, the Port is a self-sustaining, public corporation and regional government entity that manages a diverse portfolio of assets and uses to generate revenues that support vital public services and amenities;

**Whereas**, the Port is authorized by the Port Act to use its powers and authority to protect, preserve and enhance natural resources of the San Diego Bay, including plant and animal life and water quality in the bay;

**Whereas**, pursuant to its vision and mission, the Port is an innovative, global seaport courageously supporting commerce, community and the environment. The Port will protect the tidelands trust resources by providing economic vitality and community benefit through a balanced approach to the maritime industry, tourism, water and land, recreation, environmental stewardship and public safety;

**Whereas**, the Port is directly working to assess, manage, and adapt to current and future coastal, environmental, social and economic opportunities and challenges;

**Whereas**, in 2016, the Port established a Blue Economy Incubator (BEI) Program to assist in the creation, development and scaling of new Blue Economy business ventures in and around San Diego Bay;

**Whereas**, the BEI program acts as a launching pad for sustainable aquaculture and Port-related blue tech ventures by removing barriers to entrepreneurs and providing key assets and support services focused on pilot project facilitation;

**Whereas**, through its BEI, the Port is seeking innovative aquaculture and blue technology proposals to address Port environmental challenges and inform future Blue Economy opportunities; and

**Whereas**, as the state-legislated trustee of tidelands and submerged waters in and around San Diego Bay, developing sustainable domestic aquaculture and supporting Port-related blue technology assists in fulfilling the Port's public trust responsibility to promote fisheries and commerce, as well as aligning with its mission to enhance and protect the environment.



**Whereas**, OSC is an industry-led transformative cluster model that is driving cross-sectoral collaboration, accelerating innovation, and growing Canada's ocean economy;

**Whereas**, OSC collaborates with leaders in fisheries, aquaculture, offshore resources, transportation, marine renewables, defense, bio resources, and ocean technologies to solve ocean challenges;

**Whereas**, OSC is advancing sustainable ocean innovation by building a robust ecosystem that is well-connected and well-equipped to rapidly innovate, commercialize solutions, and deliver on the growing ocean opportunity;

**Whereas**, OSC is building strategic investment opportunities and developing key activities that create global competitive advantages through international collaboration and commercial supply chain access for Canadian ocean technology providers;

**Whereas**, OSC is committed to increasing Small and Medium Enterprises (SME) access to national and international R&D networks and initiatives, as well as strengthening the ability of OSC members to expand in new markets, commercialize and grow their businesses; and

**Whereas**, OSC is designed to eliminate sector silos and to promote co-investment in business solutions that have multiple applications in order to address the costs and challenges associated with ocean innovation.

**Now therefore**, the parties hereto enter into this MOU effective as of this \_\_\_\_\_ day of \_\_\_\_\_, 2021 and hereto agree to cooperate and to work in good faith to implement this MOU

## **ARTICLE 1: ADMINISTRATION OF MOU**

Each party identifies the following individual to serve as the authorized administrative representative for that party. Any party may change its administrative representative by notifying the other party in writing of such change. Any such change will become effective upon the receipt of such notice by the other party to this MOU. Each party represents that the individuals signing this MOU have the authority to sign on its behalf in the capacity indicated. Notice of the authorized representative should be sent to each party as follows:

<u><b>Port of San Diego</b></u>	<u><b>Canada's Ocean Supercluster</b></u>
Jason H. Giffen Vice President, Planning, Environment & Government Relations San Diego Unified Port District P.O. Box 120488 San Diego, CA 92112-0488	Kendra MacDonald Chief Executive Officer PO Box 338 STN C St. John's, NL A1C 5J9 Canada  Email: <a href="mailto:kendra.macdonald@oceansupercluster.ca">kendra.macdonald@oceansupercluster.ca</a>

## **ARTICLE 2: SCOPE OF COLLABORATION**

- 2.1 **General Scope.** Each party may offer to the other opportunities for program alignment that will foster a collaborative relationship, such as exchange of ideas, and strategic partnership on funding and investment opportunities.
- 2.2 **Specific Activities.** Specific activities and programs implemented under authority of this MOU shall be subject to availability of funds and the approval of each parties authorized representatives. The parties contemplate implementation of programs or activities such as:
  - (a) Program alignment to facilitate pilot demonstration of sustainable ocean innovation at the Port; and
  - (b) Seeking funding and impact investment opportunities to support the development of sustainable ocean innovation; and
  - (c) Exchange of knowledge of Blue Economy sector challenges and opportunities; and
  - (d) Raise awareness of OSC and Port Programs to seek new opportunities to support each other's Program goals to advance sustainable ocean innovation projects.
- 2.3 **Meeting.** Each party agrees to meet (via phone or in-person) a minimum of four times per year on a quarterly basis. Each party will assign participants to form a working group responsible for identifying, facilitating, and developing opportunities for program alignment that may benefit each organization and emerging businesses in the global Blue Economy ecosystem, especially in North America.

**ARTICLE 3: RENEWAL, TERMINATION AND GENERAL MATTERS**

- 3.1 **Duration.** This MOU shall remain in force from the date of the last signature until one or both parties terminate the agreement. Either party may terminate this MOU by providing 30 days advance written notice to the other party.
- 3.2 **Extension and Renewal.** The parties may extend or renew this MOU by agreement, confirmed in a written amendment signed by each party's authorized signatory.
- 3.3 **Amendment.** No amendment of the terms of this MOU will be effective unless made in writing and signed by each party's authorized signatory, and no oral understanding or agreement not incorporated herein shall be binding upon any of the parties.
- 3.4 **Governing Law.** The parties acknowledge that this MOU does not address the law that governs disputes arising out of this MOU or the subject matter of this MOU.
- 3.5 **Scope of MOU.** This MOU only applies to the program described herein and does not create any additional current or future obligations or agreements between the parties. The parties may by written agreement amend the scope of this MOU.
- 3.6 **Counterparts.** This MOU may be executed and delivered electronically and in any number of separate counterparts, each of which shall be deemed an original but all of which when taken together shall constitute one and the same instrument.
- 3.7 **Binding Obligations.** With the exception of Article 3, this MOU does not create any legally binding obligations on either Party but, rather, is intended to facilitate discussions and potential future discretionary written agreements regarding topics of mutual interest as set forth in this MOU.

[signature page to follow]

**For Canada's Ocean Supercluster**



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Kendra MacDonald  
Chief Executive Officer  
Canada's Ocean Supercluster

Jun 8, 2021  
Date: \_\_\_\_\_

**For San Diego Unified Port District**

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Jason H. Giffen  
Vice President, Planning, Environment & Government Relations  
San Diego Unified Port District

Approved as to form and legality:  
GENERAL COUNSEL

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By: Assistant/Senior Deputy  
San Diego Unified Port District

Date: \_\_\_\_\_

**Certificate Of Completion**

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Kendra MacDonald

kendra.macdonald@oceansupercluster.ca

CEO

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**Electronic Record and Signature Disclosure:**

Accepted: 6/7/2021 7:23:40 PM

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Company Name: San Diego Unified Port District

Jason H. Giffen

jgiffen@portofsandiego.org

Vice President

Security Level: Email, Account Authentication  
(None)

Sent: 6/8/2021 10:57:22 AM

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Accepted: 6/3/2021 2:08:01 AM

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Company Name: San Diego Unified Port District

Simon Kann

skann@portofsandiego.org

Security Level: Email, Account Authentication  
(None)**Electronic Record and Signature Disclosure:**

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Company Name: San Diego Unified Port District

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### **How to contact San Diego Unified Port District:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [rsanagus@portofsandiego.org](mailto:rsanagus@portofsandiego.org)

### **To advise San Diego Unified Port District of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [rsanagus@portofsandiego.org](mailto:rsanagus@portofsandiego.org) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

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- Until or unless you notify San Diego Unified Port District as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by San Diego Unified Port District during the course of your relationship with San Diego Unified Port District.