

Saint Lucia's Climate Change Research Policy 2020-2030



United States In-Country National Adaptation Plan (NAP) Support Program

Gift of the United States Government



Implemented by:



Initial funding for the Network also provided by:





Saint Lucia's Climate Change Research Policy 2020-2030

Prepared under the guidance of:

Department of Sustainable Development

With the support of:

Government of the United States, through the U.S. In-Country NAP Support Program, implemented via the International Institute for Sustainable Development (IISD). The opinions, findings and conclusions stated herein are those of the author[s] and do not necessarily reflect those of the United States Department of State.

Suggested citation: Government of Saint Lucia. (2020). Saint Lucia's Climate Change Research Policy 2020-2030. Department of Sustainable Development, Ministry of Education, Innovation, Gender Relations and Sustainable Development.

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Foreword

Saint Lucia's National Adaptation Plan (NAP) has been defined as a ten (10)-year process (2018–2028), consisting of priority cross-sectoral and sectoral adaptation measures for eight key sectors/areas and a segment on the "limits to adaptation," complemented incrementally with Adaptation Strategies & Action Plans for priority sectors/thematic areas. Priority sectors/thematic areas for adaptation action include: Water; Agriculture; Fisheries; Infrastructure and Spatial Planning; Natural Resource Management/Resilient Ecosystems (terrestrial, coastal, and marine); Education; Health and Tourism. Other key sectors/thematic areas will be identified through a cyclical, iterative NAP process.

Saint Lucia's NAP process is spearheaded by the Sustainable Development and Environment Division (SDED) of the Department of Sustainable Development (DSD), currently housed within the Ministry of Education, Innovation, Gender Relations, and Sustainable Development. The NAP process has benefited from the inputs of multiple stakeholders, comprising public, statutory, academic, and private sector bodies. Indeed, this process has involved both state and non-state actors, such as media personnel, who play an important role in helping efforts to positively influence thinking, mould outcomes, change behaviour, and instigate action across the populace, at all levels.

Saint Lucia's overarching NAP continues to be supplemented by several documents:

- *Saint Lucia's National Adaptation Plan Stocktaking, Climate Risk and Vulnerability Assessment Report*
- *Saint Lucia's National Adaptation Plan Roadmap and Capacity Development Plan 2018–2028*
- *Saint Lucia's Climate Change Communications Strategy*
- *Saint Lucia's Sectoral Adaptation Strategy and Action Plan for the Water Sector (Water SASAP) 2018–2028*
- *Saint Lucia's Sectoral Adaptation Strategy and Action Plan for the Agriculture Sector (Agriculture SASAP) 2018–2028*
- *Saint Lucia's Sectoral Adaptation Strategy and Action Plan for the Fisheries Sector (Fisheries SASAP) 2018–2028*
- *Saint Lucia's Resilient Ecosystems Adaptation Strategy and Action Plan (REASAP) 2020–2028*
- *Saint Lucia's Portfolio of Project Concept Notes for the Water Sector 2018–2028*
- *Saint Lucia's Portfolio of Project Concept Notes for the Agriculture Sector 2018–2028*
- *Saint Lucia's Portfolio of Project Concept Notes for the Fisheries Sector 2018–2028*
- *Saint Lucia's Portfolio of Project Concept Notes for Resilient Ecosystems 2020–2028*
- *Monitoring and Evaluation Plan of Saint Lucia's National Adaptation Planning Process*
- *Guidelines for the Development of Sectoral Adaptation Strategies and Action Plans: Saint Lucia's experience under its national adaptation planning process*
- *Saint Lucia's Climate Change Research Policy 2020–2030*
- *Saint Lucia's Climate Change Research Strategy 2020–2030*
- *Saint Lucia's Private Sector Engagement Strategy under its national adaptation planning process (2019)*
- *Saint Lucia's Climate Financing Strategy under its national adaptation planning process (2019)*

This process also supported a climate change website, animated videos, and training for Government entities and journalists in communicating about climate change. A NAP Assembly and Donor Symposium were also all made possible under this process, through the support of several entities.

Specifically, the process has benefited from the financial support of the United Nations Development Programme's (UNDP's) Japan–Caribbean Climate Change Partnership (JCCCP). Technical and financial support for Saint Lucia's NAP process has also been provided through the United States (U.S.) In-Country NAP Support Programme (NAP-SP), implemented by the International Institute for Sustainable Development (IISD). Technical support for the chapter on the “limits to adaptation” in the NAP was provided under the IMPACT project, funded by the German Federal Ministry for the Environment, Nature Conservation, Building and Nuclear Safety (BMUB), as part of the International Climate Initiative (IKI). The IMPACT project is jointly implemented by Climate Analytics, the Caribbean Community Climate Change Centre (CCCCC), Secretariat of the Pacific Regional Environment Programme (SPREP) and Charles and Associates (CAA) Inc. The Department extends its thanks to all of the foregoing and takes this opportunity to recognise the consultant, Clara Ariza, for her tireless efforts in Saint Lucia's NAP process, under the able guidance of SDED.

Saint Lucia looks forward to forging partnerships and alliances that will assist in developing additional adaptation strategies and action plans for key sectors/thematic areas and implementing the measures, programmes, projects, and activities outlined in its NAP, adaptation strategies, and action plans and other support documents.

Saint Lucia also seeks to strengthen and foster collaboration with individual researchers, academic and research institutions, science foundations, international organisations, and other stakeholders interested in conducting research in its territory that addresses climate change-relevant questions of national importance and provides high-quality data and information to support decision-making and outreach processes. Indeed, this is among the first of its kind, not only for Saint Lucia, but in the Caribbean region and beyond.

Saint Lucia is prepared to welcome support, including finance, technology transfer, and capacity building, from a variety of sources, including public, private, bilateral, multilateral, and alternative sources, all in an effort to help the country build climate resilience and address the seemingly unsurmountable phenomenon of climate change.

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1. Context

Saint Lucia is highly vulnerable to climate change due to three main conditions: (a) its small geographical area, which accounts for the fact that disasters have country-wide ramifications; (b) its location in an area of cyclone, volcanic, and seismic activity; and (c) its dependence on economic sectors that are directly affected by climate variability and change. While the country's contribution to global greenhouse gas (GHG) emissions and thus to human-induced climate change are miniscule, this phenomenon could cost lives, livelihoods, and well over 24.5% of its GDP by 2050 and 49.1% by 2100¹ if no effective adaptation and mitigation measures are implemented on time.

The Government of Saint Lucia (GoSL) recognises the challenges that climate change poses to its population, the country's natural resources, and economy, and has taken considerable measures to identify and address, to the extent possible, current and future climate risks both at the policy and operational levels. Saint Lucia became a party of the United Nations Framework Convention on Climate Change (UNFCCC) in 1993, submitted its Initial National Communication to the UNFCCC in 2001, its Second National Communication in 2012 and its Third National Communication in 2017. Saint Lucia also submitted its first Nationally Determined Contribution (NDC) under the UNFCCC in 2015² and developed an NDC Partnership Plan in 2019, ratified the Paris Agreement in 2016 and has made significant progress in the integration of climate change into national policies, strategies, and plans. Currently, the Saint Lucia Climate Change Adaptation Policy of 2015 (CCAP) embodies a key policy and guidance document on the matter, and the country launched a comprehensive 10-year National Adaptation Plan (NAP) in 2018. Complementing the NAP is a series of adaptation strategies and action plans for priority sectors and thematic areas, project concept note portfolios, a communications strategy, monitoring and evaluation plan, climate financing strategy, private sector engagement strategy, and other supplements. Saint Lucia has developed its multisectoral Country Programme and Project Pipeline under the Green Climate Fund (GCF), has submitted a water-focused project for consideration, accessed funding for its first GCF readiness project and is expecting to submit a number of project concepts within the four-year cycle of its Country Programme. Saint Lucia received approval from the Adaptation Fund in 2019 for a USD 10 million project focused on the agricultural sector that aggregates a number of the initiatives proposed in its adaptation strategies and action plans. At the international climate change policy level, Saint Lucia is actively seeking the rapid reduction of global GHG emissions (mitigation) along with fair agreements, collaboration, and support for adaptation – including limits to adaptation (loss and damage) – to build resilience and address climate change while facilitating sustainable socioeconomic development under a changing climate.

Climate change impacts result from complex interactions between climatic and non-climatic factors, which are also expected to change with time. Resilience building therefore implies that under considerable uncertainty, short to medium-term decisions and investments need to be made by

¹ Bueno, R., Herzfeld, C., Stanton, E.A., & Ackerman, F. (2008). *The Caribbean and climate change: The costs of inaction*. Stockholm Environment Institute – US Center & Global Development and Environment Institute, Tufts University.

<https://www.researchgate.net/publication/237321245> The Caribbean and climate change The costs of inaction

² The NDC has set as targets, the reduction of 16% and 23% of national greenhouse gas emissions by 2025 and 2030, respectively (relative to those in 2010).

governments, businesses, and individuals to manage existing and emerging risks and to adequately adjust ongoing activities, operations, plans, and policies to the changing conditions. These decisions should be based on the best information available. Through research, science can generate and transfer information to enhance the current understanding of climate processes and offer the support, methods, and tools needed to make more effective decisions that duly consider and incorporate climate mitigation, adaptation, and loss and damage.³

Saint Lucia, as with other Caribbean Small Island Developing States, has generally been labelled as data poor⁴ and lagging with regard to peer-reviewed climate change-relevant research. While the country is making headway to improve its data storage and sharing capacity (e.g., through its National Environmental Information System [NEIS]), there is much more to be done. Existing information on the nation's climate, environmental, and socioeconomic conditions has emerged from fragmented studies in response to pressing needs or to research opportunities that sporadically arose. As a result, baseline data generation and monitoring have not followed a continuous strategic approach. Consequently, the information resources available are often outdated, qualitative as opposed to quantitative, anecdotal, not sufficiently comprehensive or detailed, and major information and knowledge gaps remain. Many of the existing climate change-relevant studies, reports, and peer-reviewed documents on Saint Lucia were developed by scientific and development institutions and researchers outside of the country. Research students from Saint Lucia studying abroad, as well as non-nationals studying in the region and abroad, have often used Saint Lucia as a country of focus for research, but this is not guided by a policy and strategy that outline Saint Lucia's priority research needs. Whilst professionals with the capacities to undertake some of this work occupy public offices, their multi-faceted obligations do not facilitate the effective fulfilment of these roles on a rolling basis. There is a shortage of trained national technical staff in key fields, focused on research work, which cannot be effectively bridged in the short-term. Further, the GoSL is challenged by the necessity to direct limited financial and human resources to initiatives that generate revenue and to addressing developmental challenges, including climate change, which sometimes deprioritises much needed research despite the Government's appreciation of its importance.

The National Climate Change Research Policy responds to the urgent need at all levels of the Government and society in Saint Lucia for the generation and use of (and access to) science-based information to facilitate the identification, implementation, monitoring, and evaluation of effective and efficient climate actions, including mitigation, adaptation, and addressing loss and damage. This need has been recognised in multiple instances, most prominently in the CCAP, the National Environmental Management Strategy (NEMS, 2005), the NAP, in various adaptation strategies and

³ While this work is being undertaken as part of Saint Lucia's NAP process, the GoSL premises its efforts on its appreciation of the process continuum of mitigation, adaptation, and loss and damage along with the recognition of the co-benefits derived from pursuing cross-cutting climate action, inclusive of research. **Loss and damage** generally refers to the impacts of climate change that are experienced despite best efforts at mitigation and adaptation. While limits to adaptation are points when adaptation ceases to be effective, loss and damage refers to actual impacts that are experienced after limits have been reached, coupled with the inadequacy of mitigation efforts: GoSL. (2018). *Saint Lucia's National Adaptation Plan (NAP): 2018–2028*. Department of Sustainable Development, Ministry of Education, Innovation, Gender Relations and Sustainable Development.

⁴ GoSL. (2015). *Research and systematic observation* (Climate change policy brief no. 3). Sustainable Development and Environment Division, Ministry of Sustainable Development, Energy, Science and Technology.

action plans for key development sectors or thematic areas derived from the NAP (e.g., for water, agriculture and fisheries) and was partially addressed in the draft Environmental Research Policy (2008).

While Saint Lucia will continue supporting, to the extent of its capacities, international scientific efforts to enhance the global understanding of climate change processes (e.g., involvement in regional research, systematic observation, and exchange of information efforts), the National Climate Change Research Policy seeks to ensure that climate change-focused scientific research efforts conducted in the country address adaptation, mitigation, as well as loss and damage questions of national priority, offer high-quality data and information to support sectoral and cross-sectoral decision-making and outreach processes, and increase the capacity of Saint Lucia's institutions to effectively execute the country's climate change agenda. The National Climate Change Research Policy targets individual researchers, academic and research institutions, donor agencies, science foundations, national, regional, and international organisations, and other stakeholders (including students, civil society, and private sector) engaging in or possessing climate change-relevant research and information management in Saint Lucia.

The National Climate Change Research Policy establishes simple procedures to streamline the process of request and execution of research collaboration efforts on climate change issues between the GoSL and interested actors, to foster collaboration that contributes toward strengthening national research and technical capacities (e.g., capacities for the systematic observation and monitoring of climate, environmental and socioeconomic information) and to ensure that the country has access to and benefits from the results of all climate change-related research conducted in/on its territory.

In parallel to the formulation of the National Climate Change Research Policy, and to support its implementation, the National Climate Change Research Strategy was elaborated.⁵ The Strategy provides a comprehensive overview of the country's urgent research needs and the thematic and cross-cutting climate change-relevant questions of national importance. It also offers suggestions on required research outputs and activities to potential research partners. The Strategy facilitates the implementation of the National Climate Change Research Policy by offering guidance to research partners on the topics the GoSL is interested in establishing research collaboration on and offers key elements for planning and developing disciplinary, interdisciplinary, and transdisciplinary research initiatives relevant to Saint Lucia's development under an increasingly changing climate.

The National Climate Change Research Policy and the National Climate Change Research Strategy have been elaborated in the framework of the Decade of Research and Innovation which was launched by the Ministry of Education, Innovation, Gender Relations and Sustainable Development in 2019.⁶ The development of the policy and strategy have been informed by the inputs of a wide

⁵ Available as a separate living document that informs this Policy.

⁶ The overarching aim of the Decade of Research and Innovation is to stimulate and develop a culture of innovative scientific thinking and analysis with nationally-driven research studies designed to offer sustainable solutions to socioeconomic issues within Saint Lucia's local context, and foster apolitical, sustainable, and evidence-based decision making. This Decade aims to reduce the prolonged reliance on metropolitan countries to offer solutions to issues that impact Saint Lucia, as well as maximise opportunities for infusing innovations across the national economy that foster sustainable national development and visionary problem-solving.

cross-section of stakeholders across multiple sectors, through consultative processes and interactive exchanges in 2019, under the guidance of the DSD. As part of Saint Lucia’s national adaptation planning process, the work is supported by the United States (U.S.) In-Country NAP Support Programme, implemented by the International Institute for Sustainable Development (IISD).

2. Vision

The vision of the National Climate Change Research Policy is that the best available science and evidence support the decisions that Saint Lucia’s institutions and people make to build resilience to climate change.

3. Aim

The aim of the National Climate Change Research Policy is to maximise the potential of research collaboration to systematically generate and make available the information and knowledge that Saint Lucia needs to make climate risk reduction and development decisions and to effectively execute its climate change agenda.

4. Purpose

The purpose of the National Climate Change Research Policy is to create a framework for collaboration on climate change-relevant research to enhance the capacity of Saint Lucian institutions, businesses, communities, and individuals to make well-informed decisions to address climate change.

To achieve this purpose, this policy:

1. Encourages research partners to support the GoSL’s climate resilience-building efforts through studies and research activities designed to fill the information gaps and to address the sectoral and cross-sectoral questions validated by national stakeholders as those in most urgent need of answers to enable informed decision making.
2. Recognises research partners as individual researchers, academic and research institutions, donor agencies, science foundations, national, regional, and international organisations and other stakeholders (including students, civil society, private sector) engaging in or possessing climate change-relevant research and information management on Saint Lucia.

Scientific Research

In the context of the National Climate Change Research Policy, the Government of Saint Lucia defines scientific research as all studies that follow the Scientific Method to answer well-defined questions.

These studies:

- Are conducted in an objective, logical and systematic manner to generate knowledge and improve understanding of subjects of interest.
- Follow a coherent plan of data gathering and analysis.
- Can be conducted from a single scientific disciplinary lens, be multidisciplinary or interdisciplinary.
- Can utilise observational, experimental, quantitative, qualitative, or mixed approaches, test hypothesis, or be exploratory and offer baseline information.
- Can integrate traditional knowledge and involve civil society as active participants in the research process (e.g., citizen science).

3. Prioritises research activities that directly involve or build the capacity of Saint Lucian researchers, including Saint Lucian students enrolled in national or international academic programmes.
4. Encourages research partnerships that support the development of adequate research infrastructure.
5. Prioritises research initiatives that build technical capacities on the systematic observation and monitoring of climate change-relevant variables and on knowledge management.
6. Requires that the results of research initiatives on climate change-relevant issues conducted in Saint Lucia or on Saint Lucia, with the collaboration of Saint Lucian institutions, are made available to the GoSL in a free and timely manner.
7. Encourages the inclusion of traditional and Indigenous knowledge and the active participation of civil society in research activities.
8. Establishes a protocol for processing requests for research collaboration, for Government institutions in Saint Lucia to facilitate and support the successful development of studies and other research activities by research partners in the country.
9. Establishes a set of rules of engagement for research partners interested in collaborating with the Government of Saint Lucia in climate change-relevant research.
10. Promotes a research and learning culture among Saint Lucian institutions, the private sector, and civil society, by encouraging their participation in research activities and facilitating the communication of research objectives and dissemination of results in ways that are amenable to different audiences.
11. Was drafted in the framework of the Decade of Research and Innovation and will be in effect for 10 years, starting in 2020. This timeframe is consistent with the 2030 Agenda for Sustainable Development; the Sendai Framework for Disaster Risk Reduction; the first and second Global Stocktake on collective progress towards achieving the goals of the Paris Agreement; the first cycle of Saint Lucia's NAP and its initial supplemental adaptation strategies and action plans for priority national development sectors and areas of focus; and the targets declared in Saint Lucia's first and second National Determined Contribution.
12. Will promote and strengthen links with international, regional, and national instruments and plans across specific sectors that pertain to weather, climate, or scientific research activities.

5. Expected Outcomes

1. Improved availability and use of high-quality science-based information, for Saint Lucia's Government and people, relevant to national policy, management, development, and everyday decision-making processes, contributes to reducing climate risk and addressing climate change.
2. A wider range of climate-resilience building options, informed by science and evidence, becomes nationally available.
3. Strengthened coordination of climate change-related research and information management within and across sectors.
4. Strengthened climate-relevant research partnerships, resulting in a larger number of research and collaboration efforts and a wider range of research partners.
5. Improved national capacities to undertake research and the systematic observation of climate change-relevant variables.
6. A better understanding of and increased confidence in science at all levels of society.

6. Principles and Shared Values of Climate Change-Relevant Research Collaboration

Climate change-relevant research collaboration between research partners and Saint Lucia's Government institutions will be based on the following principles and shared values:

1. **Integrity:** Honesty and the uncompromising adherence to strong moral and ethical principles and values.
2. **Fairness and reciprocity:** Ensuring all parties share responsibilities and benefits from the collaboration fairly and equitably.
3. **Accuracy:** Precise reporting of findings and situations, in accordance with established scientific methods and procedures.
4. **Objectivity:** Basing results, discussions, recommendations, and conclusions on the critical analysis of solid evidence and the best available science.
5. **Efficiency:** Using resources (including time and human resources) wisely and efficiently.
6. **Accountability:** Taking responsibility for actions, entrusted knowledge, and assets.
7. **Transparency:** Guided by national procedures and Research Collaboration Agreement, disclosing results, situations, and actions pertinent to the collaboration in a transparent manner.
8. **Professional courtesy** when working with others.
9. **Adherence to international and national regulations.**
10. **Respect for the country's culture, people, and environment.**
11. **Societal Considerations:** Obligation to weigh societal benefits against risks inherent to any intervention, consistent with the Precautionary Principle.

7. Protocol and Rules of Engagement for Climate Change-Relevant Research Collaboration in Saint Lucia

It is in the interest of Saint Lucia’s Government institutions to establish Research Collaboration Agreements with research partners interested in conducting studies and scientific investigations that address topics and questions relevant to building climate resilience in the country. The following protocol will facilitate the establishment of research collaborations.

Stage 1. Request for Research Collaboration – Submission of research concept note

1. Potential research partners submit a research concept note to the Government Department with responsibility for the topic of the research (e.g., the Department of Fisheries processes the applications for climate change-relevant research in fisheries). Where non-sector-specific research is being proposed, the request should be submitted to the DSD as the Climate Change Focal Point and Chair of the National Climate Change Committee. A current list of Government Ministries and Departments should be accessed by conducting an online search for the “official website of the Government of Saint Lucia.”
2. Research concept notes should be submitted by potential research partners using the official template designed for this purpose (see **Annex 1**). Among other information, the concept notes require a summary of the study proposed and clear indications of how the study or specific activities within the study can involve nationals and support decision-making processes for building climate resilience in Saint Lucia. In particular, the potential research partner should explain how the study addresses one or more of the climate change-relevant topics and questions included in the National Climate Change Research Strategy, which complements this policy. While research partners may propose other research areas, priority will be given to those outlined in the Strategy.
3. The Government Department with responsibility for the topic of the research will study the concept note, determine if it is necessary to involve the Research Ethics Committee⁷ in the revision process, and will provide a reply to the potential research partner within 20 working days from the date it receives the request for collaboration.
4. In cases where the research is not within the competence of the Ministry or Department that received the request, the potential research partner will be advised by the recipient about the appropriate Government Department that should be approached. A query may also be directed

⁷ The Research Ethics Committee—working with the Ministry of Health and Wellness—is in charge of reviewing and approving research activities in Saint Lucia that imply biomedical interventions or have a biomedical implications as well as all other research that relates directly or indirectly to medical sciences or to the health and wellbeing of Saint Lucians. For example, a research concept note or proposal on the effect on Sargassum seaweed on community well-being would need clearance from the Research Ethics Committee before it is approved by the relevant Department as it may have direct and/or indirect health implications.

to the DSD as the Climate Change Focal Point and Chair of the National Climate Change Committee.

Stage 2: Submission of a Full Research Proposal

Once the Head⁸ of a Ministry or Department approves a research project concept note, the potential research partner receives the name and contact details of the designated Government Liaison Officer and alternate for the particular research initiative and will be requested to submit a Full Research Proposal to the Head, copying the Designated Liaison Officer and alternate. The Full Research Proposal should be presented following the template provided in **Annex 2**. It should be no longer than 20 pages, including annexes. The Full Research Proposal should be written in English, avoiding highly technical terms to the extent possible.

The Full Research Proposal will be reviewed internally. In the case where a research proposal involves multiple topics or themes that are managed by different Departments, a working group of relevant and competent agencies will be called by the recipient Ministry or Department to review the research proposal. The potential research partner will receive a response in writing from the Designated Liaison Officer or alternate, as appropriate, signed by the Head of the responsible Government Ministry or Department. The response will be provided to the potential research partner within 20 working days from the date the responsible Government Ministry or Department receives the research proposal. This response may be accompanied by questions or comments on the research proposal from the responsible Government Ministry or Department. The potential research partner is expected to provide answers to the questions and comments within one week from receiving the response from the responsible Government Ministry or Department.

Stage 3: Research Collaboration Agreement

As part of the approval process for a research proposal, the potential research partner will be invited to a dialogue with the Liaison Officer and alternate, as appropriate, and any others that the responsible Government Ministry or Department may determine,⁹ to negotiate the terms of the agreement and any alterations, before approval is granted. After the dialogue, the Designated Liaison Officer or alternate, as appropriate, will prepare a Research Collaboration Agreement for the potential research partner to review, fill, sign, and return to the Designated Liaison Officer or alternate, for sign off by the Head of the responsible Government Ministry or Department. An *indicative* climate change research collaboration template is included in **Annex 3**.

⁸ This person holds the post of Permanent Secretary in most cases.

⁹ This may include, by invitation of the responsible Government Ministry or Department, the Department of Sustainable Development as the Climate Change Focal Point and Chair of the NCCC.

For the Research Collaboration Agreement to enter into force and be authorised to run its course, the research partner will commit to ensuring that:

- a. Opportunities are provided for the Designated Liaison Officer or alternate and other national scientists, students and/or technical staff, as appropriate, to participate in the research efforts, pursuant to provisions outlined in the purpose of this Policy. This would help ensure that the research is aligned with the country's policies and strategies, is relevant for decision making, fosters the development of scientific knowledge, and builds research capacity at the national level.
- b. The study adheres to high ethical standards, avoiding interventions that are not essential to the research, reducing the number of samples taken to the necessary minimum, using the most socially and environmentally appropriate methodologies, giving preference to the use of non-intrusive methods.
- c. The study has the necessary approvals from relevant Boards or Committees, based on national procedure associated with specific research (e.g., approval from the Research Ethics Committee for research involving human subjects, etc), as advised by the responsible Government Ministry or Department.
- d. Clear, accurate, and complete records of the research, including raw and processed data and primary materials are kept, allowing for verification of the work through peer review processes.
- e. All foreseeable risks emerging from the research activities are addressed.
- f. Research findings are communicated fully and objectively to the Designated Liaison Officer or alternate, as appropriate. Research findings are also disseminated responsibly, accurately, and broadly.
- g. Taking due consideration of issues of proprietorship, Saint Lucia has full and free access to data and information pertaining to the country, derived from the research which can support policy and decision making or be used as the baseline for monitoring environmental or socioeconomic conditions. This includes:
 - Copies of the data collected and processed by the research partner in the country.
 - Samples which may be divided without detriment to their scientific value.
 - Knowledge products derived from the research (technical documents, research papers, and relevant communication materials).
 - A synthesis of results, highlighting key findings and recommendations emerging from the research.
 - At least one knowledge product that communicates the results of the research in a user-friendly form (newsletter, presentation, infographics, videos, etc.) to national stakeholders. This product (or products) should take into account the current knowledge needs and technical capacity of beneficiary groups and national bilingual considerations (when possible).

- h. The data and information derived from the research are shared promptly with the Designated Liaison Officer or alternate, as appropriate.
- i. Full responsibility is taken for all publications, funding applications, reports, and other representations of the research unless otherwise agreed with the responsible Government Ministry or Department in writing.
- j. Due acknowledgement is given in publications and dissemination materials to the Saint Lucian actors and institutions that have contributed to the research but do not necessarily meet authorship criteria.
- k. Any future economic benefits of any patent or commercial use that may emerge from the research conducted in Saint Lucia, with genetic or biodiversity samples collected in the country, or from the use of the Indigenous and traditional knowledge of its population, are shared with Saint Lucia.
- l. The research is validated *ex ante* and/or its results are validated *ex post* by relevant stakeholders through workshops or other appropriate means.
- m. The research modalities, and researchers involved in the research activity, respect the traditional culture and comply with international, national legislation, policies, and internal procedures, as appropriate, (e.g., by the Ministry of Health, Research Ethics Committee, etc.). As appropriate, the Research Collaboration Agreement may contain a confidentiality clause as well.
- n. Contact is made with the Designated Liaison Officer or alternate, as appropriate, after the agreement has been duly processed and therefore entered into effect, to agree on the next steps, set up channels of communication and reporting and to request any potential support required.
- o. Any changes to the original research proposal (e.g., changes in scope, timelines, thematic or geographic focus) are communicated and justified to the Designated Liaison Officer or alternate, as appropriate.
- p. The Designated Liaison Officer or alternate, as appropriate, will be periodically informed on the research progress, as well as of limitations, conflicts, or other problems that may arise.
- q. The Designated Liaison Officer or alternate, as appropriate, receives, at the end of the study, all the outputs agreed upon.
- r. The Head of the responsible Government Ministry or Department, with due copying of the Designated Liaison Officer or alternate, as appropriate, is informed about patents or economic

benefits derived from the research, even after the expiration of the Research Collaboration Agreement.

- s. The Research team involved in the study is notified that failure to comply with all terms of the Research Collaboration Agreement will lead to an immediate termination of the agreement and that the Government of Saint Lucia has the right to publicise non-compliance.

Note: Private sector, non-governmental entities, and academia located in Saint Lucia who are interested in conducting research (or are soliciting research through third parties) are strongly encouraged to affiliate themselves with a relevant Government entity in the interest of seeking guidance and support, sharing data and information, building synergies, and using research findings for informed decision making.

Where research is already underway and not being undertaken in collaboration with a Government entity, the research partner is requested to affiliate itself with a relevant Government entity in the interest of seeking guidance and support, sharing data and information, building synergies, and using research findings for informed decision making.

8. Responsibilities of Saint Lucia's Government Institutions in the Context of a Research Collaboration Agreement

To facilitate meaningful climate change research in Saint Lucia for the development of effective policy and decision making, Government institutions will:

1. Receive and process research collaboration requests, including the review of concept notes and research proposals within the stated timeframe and calling an ad hoc working group to review a full research proposal if necessary.
2. In cases where the research is not within the competence of a Ministry or Department that received the request, advise the potential research partner of the appropriate Government Department that should be approached. Where unsure, the recipient Ministry or Department may direct a query to the DSD as the Climate Change Focal Point and Chair of the National Climate Change Committee.
3. Assign a Designated Liaison Officer and alternate as a representative of the Government of Saint Lucia to closely interact with the research partner in pertinent study activities.
4. Inform the research partner of specific policies, legislation, and internal Ministry or Department protocols and procedures (including ethics-related procedures for specific research) that must be followed and act as liaison/intermediary between the research partner and other authorised bodies (e.g., the Research Ethics Committee, etc.) as appropriate, to facilitate exchanges, processing, and approvals for the desired research, as necessary.

5. Ensure that information on the requirements for the necessary permits for access to, and/or collecting data and/or samples as appropriate, in any location the research partner may need, is provided in a timely manner.
6. Prepare and disseminate a letter of introduction of the researcher to key agencies to facilitate cooperation and provide a copy of the signed letter to the researcher.
7. Provide the research partner with existing data and information resources (documents, reports, etc.) that may contribute to the progress of the research.
8. Ensure that the research partner makes allowance for the inclusion of Saint Lucian scientists, students or technical staff who may be interested in the research, where possible and, if necessary, support the research partner in establishing contact.
9. Facilitate the meeting and interaction of the research partner with relevant national stakeholders and, if necessary, support the research partner in mapping the relevant national stakeholders to be contacted for the study.
10. Assist with the organisation and convening of inter-agency or multi-stakeholder workshops the research may require.
11. Provide advice on local logistical and other issues arising before and during the development of the research proposal, if necessary.
12. Periodically monitor the research progress and process the necessary requests for adjustments to the original research proposal (e.g., changes in scope, timelines, thematic or geographic focus) that have been communicated and justified by the research partner and agreed upon by the responsible Government Ministry or Department.
13. Review the research-related information submitted by the research partner and ensure that it is securely saved and backed up, to ensure it is available and accessible over time. Facilitate upload into an appropriate centralised system once available.
14. Support the efforts of the research partner in the dissemination of research results by, for example, suggesting appropriate channels to reach communities, Government officials, the private sector, etc.
15. As far as possible, accompany the research partner, as appropriate, to research activities, to learn first-hand, interact, and provide suggestions when necessary.
16. Inform the research partner about actual or potential conflicts or interference of the research activities with other activities.
17. Respond to requests from the research partner about other ongoing or previous studies conducted on the topic of research interest, to take advantage of synergies.
18. Use the appropriate communication channels to inform relevant Government agencies and other key stakeholders of planned and ongoing research projects, their objectives and key results. Specifically, inform the DSD of the research, as the Climate Change Focal Point and Chair

of the National Climate Change Committee, seeking guidance and technical support as needed and inviting the Department to participate in meetings of the ad hoc working group.

19. Participate in periodic meetings of the National Climate Change Committee to share progress on research including results, as required.
20. Use the information derived from research collaborations for decision and policy-making.
21. Report irresponsible research practices to the appropriate authorities in the research partner institution.
22. Include yearly research collaborations in the appropriate monitoring and evaluation systems, including the annual reporting conducted under Saint Lucia's NAP process.
23. End the Research Collaboration Agreement in writing if the stipulated commitments are not met by the research partner.

9. Policy Implementation and Monitoring

To support the implementation of the National Climate Change Research Policy, the National Climate Change Research Strategy was elaborated in parallel. Please refer to Section 1 on Context, for highlights of the separate, but related National Climate Change Research Strategy.

The transparent reporting, monitoring, and review of advancement of climate change-relevant research within and across development sectors is fundamental to measuring and steering the progress of Saint Lucia's climate change agenda. To ease reporting and measure progress on the implementation of the National Climate Change Policy and the National Climate Change Strategy, the monitoring and evaluation (M&E) mechanism established for the NAP will be used, with adjustments made as necessary, to include progress on climate change mitigation research.

It is expected that, on a yearly basis, the lead agencies will report to the National Climate Change Committee (NCCC) on the progress made on the implementation of the National Climate Change Research Policy and Strategy, for inclusion of the relevant information in the NAP M&E system. In the context of climate-relevant research, the DSD, through the NCCC, will note any proposed adjustments needed to the National Climate Change Research Policy and Strategy over time, towards enhanced efficiency and effectiveness.

Annex 1. Template for the Submission by Potential Research Partners of Climate Change-Relevant Project Concept Notes to the Government of Saint Lucia

1. Title of the research initiative:

2. Submitted by:

a. Name, title and contact details (including email) of the researcher in charge of the research initiative. In case the concept note is submitted by a student, please also include the supervisor's name and contact details (including email):

b. Name, address, and detailed contact details of the research partner institution:

3. Date of submission:

4. Description of the research initiative (project, programme). Include a short background, objectives, methods, (including an indication of whether there are human subjects in the research activities), expected results and their implications (300–500 words):

5. Total expected duration of the research initiative (in months):

6. Total expected duration of the research activities in Saint Lucia (in days):

7. Will the research initiative contribute to answering questions deemed by the GoSL as critical to addressing climate change? (Please consult the list of critical questions and potential research outputs included in the National Climate Change Research Strategy to answer this question):

YES NO

8. List the questions and/or research outputs included in the National Climate Change Research Strategy that the research initiative will address/deliver:

9. Elaborate a simple theory of change (or visual) describing how the research proposed will contribute to improving climate change-related policy, decision making and/or action in Saint Lucia:

10. List the development sectors the research will focus on (e.g., water, agriculture, fisheries, infrastructure, health, education, ecosystem management [marine, terrestrial], tourism, etc.)

11. What geographic area/target groups will the research initiative investigate?

12. Are you aware of, and will you ensure, that you will follow the protocol and rules of engagement for research partners to participate in climate change-relevant research agreements with the Government of Saint Lucia as detailed in the National Climate Change Research Policy?

YES NO

13. Will Saint Lucian researchers/students/technical staff be involved in this research?

YES NO

14. Briefly explain how:

15. What support from the Government of Saint Lucia do you envisage for the successful execution of the research initiative (e.g., logistical support, liaison with national actors, etc.)? Note that due to financial constraints, the Government of Saint Lucia cannot offer financial support to research initiatives. The Government will also indicate what level of support it is able to provide.

16. What is the funding source of the proposed research?

17. Why was Saint Lucia chosen for this research?

18. Does the research take place in other sites outside Saint Lucia? If yes, please declare the sites and countries.

19. Do you have any questions?

Thank you for submitting this climate change-relevant research concept note. Within 20 working days, you shall receive a response.

Annex 2. Template for the Submission of Full Research Proposals on Climate Change Issues of National Relevance to the Government of Saint Lucia

Instructions: The full research proposal should be written in English, avoiding to the extent possible, highly technical terms. Where they are used, they should be clearly explained. The Full Research Proposal, including annexes should not exceed 20 pages.

1. Title of the research initiative.

2. Submitted by:

- a. Name, title and contact details (including email) of the researcher in charge of the research initiative (project, programme). In case the research proposal is submitted by a student, please also include the supervisor's name and contact details (including email).

- b. Name, address, and detailed contact details of the research partner institution.

3. Date of submission.

4. Summary of the research, including a short background, research theory, objectives, methods, expected results and their implications, expected contribution towards strengthening national research and technical capacities (e.g., capacities for the systematic observation and monitoring of climate, environmental and socioeconomic information) in Saint Lucia and expected outputs (e.g., thesis document, peer-reviewed articles, reports). This summary should also include the total expected duration of the research initiative, the expected duration of the research activities that will take place in Saint Lucia, the locations in Saint Lucia where the research will take place and/or populations to be involved (if relevant) and the proposed involvement of Saint Lucian researchers/students/technical staff in the research activities (1 to 2.5 pages).

5. Introduction. This section should include an introduction to the topic of research, provide the background and context and present the problem statement and research questions.

6. Literature review.

7. Research objectives.

8. Questions and/or research outputs included in the National Climate Change Research Strategy that the research initiative will address/deliver (please consult the National Climate Change Research Strategy and list the relevant questions/research outputs).

9. Methodology. Describe in this section the methodological approach the research will follow, including, among other details, research design, data that will be collected, equipment to be used, as well as data collection, processing, and storage methods. In addition, this section should include:

- a. A well-defined plan of activities, including, as much as possible, details on locations, ecosystems and/or actors of relevance to the research. The activities should also contemplate *ex ante* and/or *ex post* validation of the research, to raise awareness among key stakeholders in Saint Lucia of the objectives and importance of the study and to present the main results. Online validation, presentations or other appropriate alternatives can be proposed when, due to logistical or financial constraints, the potential research partner cannot undertake such validation in person.

- b. Mechanisms for mutual learning, indicating specific activities and opportunities within the study for Saint Lucian institutions, communities or individuals to participate in and learn from the research, including where possible, access to future data and data collection equipment (e.g., direct involvement of Saint Lucian students or communities in the research activities; opportunities for technical Government staff to join field activities, etc.)

- c. A clear schedule of research activities.

10. Expected research outputs (publications, databases, samples, patents, and any other expected research outputs) and potential impacts.

11. Schedule of research activities and outputs.

12. Results dissemination strategy. This section should include at least one knowledge product that communicates the results of the research in a user-friendly form (newsletter, presentation, infographics, videos, etc.) to Saint Lucian stakeholders. This product (or products) should take into account the current knowledge needs and technical capacity of beneficiary groups and national bilingual considerations (when possible).

13. Foreseen commercial uses of the research results.

14. Potential risks of the research and risk alleviation strategies.

15. Research team. Please indicate the names of the researcher(s) and other research team members (e.g., assistants) that will be involved in the research activities in Saint Lucia. Present in an Annex short biographies for these team members.

16. Saint Lucian researchers/students/technical staff to be involved in the research (indicate the activities foreseen for Saint Lucian actors and provide, if available, names and contact details for each Saint Lucian actor involved in/invited to participate in the research).

17. Research budget and funding sources.

18. Support requested to the Government of Saint Lucia for the research (e.g., logistical support, liaison with national actors, etc.) Note that due to financial constraints, the Government of Saint Lucia cannot offer financial support to research initiatives. The Government will also indicate what level of support it is able to provide.

**THE GOVERNMENT OF SAINT LUCIA
RESEARCH COLLABORATION AGREEMENT**

1. PARTIES TO THE AGREEMENT

The Agreement is entered into effect on [insert the date] by and between:

The Government of Saint Lucia, acting herein and represented by [insert the name of Head of Department], Head of the Department of [insert the name of the Department], a division of the Ministry of [insert the name of the Ministry] (hereinafter referred to as “the Government of Saint Lucia”) having its registered address at [insert the address of the Department], Castries Saint Lucia.

And

[insert the name of the research partner*] acting herein and represented by [Full name and contact details of the researcher who is authorised to represent the research institution in the Agreement; (in the case this is a student’s research, the full name, position and contact details of the supervisor should be included)], (hereinafter referred to as “the research partner”) having their principal office located at [insert the full address of the research partner].

Whereas the Government of Saint Lucia seeks to outline the conditions for the execution of any climate change relevant research initiative or research activity in Saint Lucia, and provide a sound basis for cooperation, transparency and communication between the Parties to the Agreement namely, the Government of Saint Lucia, and accepted research partners with due consideration to the provisions of the Climate Change Research Policy and the potential concerns related to; (a) the execution of research activities on Saint Lucia’s populations (b) on the country’s social, economic and national systems (c) use of indigenous knowledge (IK) and the sharing of resultant benefits between the parties.

Whereas the Government of Saint Lucia desires to engage in a research collaboration with the research partner on the terms and conditions hereinafter set forth, appoints [insert the name and position of the Designated Liaison Officer and the name and position of the alternate Liaison Officer] as the Designated Liaison Officer and alternate respectively for the research collaboration, and

Whereas the Government of Saint Lucia has taken all necessary precautionary measures and conducted the full due diligence required to ascertain and verify the authenticity of all prospective Research Partners.

* In alignment with the National Climate Change Research Policy, the Government of Saint Lucia recognises research partners as individual researchers, academic and research institutions, donor agencies, science foundations, national, regional and international organisations and other stakeholders (including students, civil society, private sector) engaging in or with climate change-relevant research and information management on Saint Lucia.

Whereas the research partner desires and is ready to undertake the climate change-relevant research [insert the name of the research proposal as it appears in the Full Research Proposal submitted by the research partner], presented in the **Full research proposal** that has been approved by the Government of Saint Lucia on the terms and conditions hereinafter set forth.

Whereas, the research activities and outputs contemplated by this Agreement will be of mutual interest and benefit to the Parties of the Agreement AND contribute to answering climate change-relevant questions of national priority, offer high-quality data and information to support sectoral and cross-sectoral decision-making and outreach processes and increase the capacity of Saint Lucian institutions to effectively execute the country's climate change agenda.

2. DEFINITION

The responsible Government Ministry or Department named in Clause 1 is the Government entity with responsibility for the topic of the research, in accordance with its stipulated legal mandate. Where non-sector-specific research is being proposed, the request should be submitted to the Department of Sustainable Development as the Climate Change Focal Point and Chair of the National Climate Change Committee.

3. TERMS OF THE AGREEMENT

In agreement with the provisions of the National Climate Change Research Policy, **the research partner agrees to ensure that:**

- a. Opportunities are provided for the Government of Saint Lucia to participate in the research efforts, through the involvement of the Designated Liaison Officer or alternate or any other national representatives as may be determined in writing by the Government of Saint Lucia [insert here the names and/or positions of other representatives of national institutions that will participate actively in the project activities].
- b. The research fosters the development of scientific knowledge and research capacity in Saint Lucia by involving national scientists, students and/or technical staff, [insert here the names and/or organisations of the national scientists, students and/or technical staff. This clause should be included only when including these actors is possible within the scope of the research proposal activities], pursuant to provisions outlined in the purpose of the Climate Change Research Policy.
- c. The study adheres to high ethical standards, avoiding interventions that are not essential to the research, reducing the number of samples taken to the necessary minimum, using the most socially and environmentally appropriate methodologies and giving preference to the use of non-intrusive methods.
- d. The research commences in Saint Lucia only after it has received the necessary approvals from all the relevant national bodies, as required by national law and internal procedures of the Government of Saint Lucia, as communicated by the Designated Liaison Officer or alternate, as appropriate. This includes [insert here the approvals from the relevant Boards or Committees that

the research activities require and were granted based on national procedure associated with specific research (e.g., approval from the Research Ethics Committee for research involving human subjects, etc.)].

- e. Clear, accurate and complete records of the research, including raw and processed data and primary materials are kept, allowing for verification of the work through peer review processes.
- f. All foreseeable risks emerging from the research activities are addressed in writing in the Full Research Proposal, as well as formal notification in writing to the responsible Government Ministry or Department, within two (2) weeks of disclosure, of any adverse matter that arises within (or additionally outside) the contemplation of the provision.
- g. Research findings are communicated fully and objectively to the Designated Liaison Officer or alternate, as appropriate in hard copy and electronic means as determined and communicated by the responsible Government Ministry or Department. Research findings are also disseminated responsibly, accurately, and broadly and the Designated Liaison Officer or alternate, as appropriate, is informed, in writing and with supporting hard copy and electronic samples, as appropriate, of the dissemination efforts made by the research partner.
- h. The Government of Saint Lucia has full and free access to the data and information pertaining to the country, derived from the research, through hard copy and electronic means, throughout the period of research and within two (2) weeks of its completion, including through the use of appropriate data and information sharing platforms, which can support policy and decision making or be used as the baseline for monitoring environmental or socioeconomic conditions. This includes:
 - Copies of the data collected and processed by the research partner in the country, namely [insert here the data the research partner proposes to collect and process according to the Full Research Proposal in Annex 1].
 - Samples which may be divided without detriment to their scientific value, including [insert here, if applicable, the samples the research partner proposes to collect according to the Full Research Proposal in Annex 1].
 - Knowledge products derived from the research (technical documents, research articles, and any other relevant communication material about the research, its data or information).
 - A synthesis of results, highlighting key findings and recommendations emerging from the research.
 - At least one knowledge product that communicates the results of the research in a user-friendly form (newsletter, presentation, infographics, videos, etc.) to national stakeholders. This product (or products) should take into account the current knowledge needs and technical capacity of beneficiary groups and national bilingual considerations (when possible).

- i. The data and information derived from the research are shared promptly with the Designated Liaison Officer or alternate, as appropriate.
- j. It takes full responsibility for all publications, funding applications, reports and other representations of the research, unless otherwise agreed with the responsible Government Ministry or Department in writing.
- k. It gives due acknowledgement in publications and dissemination materials to the Government of Saint Lucia and to the Saint Lucian actors and institutions that have contributed to the research, but do not meet authorship criteria.
- l. At least 50% of any future economic benefits of any patent or commercial use that may emerge from the research conducted in Saint Lucia, with genetic or biodiversity samples collected in the country, or from the use of the Indigenous and traditional knowledge of its population, are shared with the Government and people of Saint Lucia.
- m. The research is validated *ex ante* and/or its results are validated *ex post* by relevant stakeholders through workshops, or other appropriate means. In particular, [insert here, the workshops or other means the research partner includes in the Full Research Proposal in Annex 1 as means to validate the research results with the relevant stakeholders in Saint Lucia]
- n. The research and researchers involved in the research activity respect the traditional culture and comply with international, national legislation, policies, and internal procedures, as appropriate, (e.g., by the Ministry of Health, Research Ethics Committee, etc.).
- o. Contact is made with the Designated Liaison Officer or alternate, as appropriate, within seven (7) days of this Research Collaboration Agreement entering into effect, to agree on expectations, set up channels of communication and reporting and to request any potential support required.
- p. Any changes to the original Full Research Proposal included in Annex 1, including any justification for proposed changes (e.g., changes in scope, timelines, thematic, or geographic focus) are communicated in writing to the responsible Government Ministry or Department, within seven (7) days of disclosure, through the Designated Liaison Officer or alternate, as appropriate, pending consideration and approval.
- q. The Designated Liaison Officer or alternate, as appropriate, will be periodically informed on the research progress in writing, including limitations, conflicts or other problems that may arise, as outlined in Clauses 3 (f) and 3 (h).

- r. The research team complies, during the execution of the research, with all reasonable requests and directions of the Government of Saint Lucia, as communicated by the Designated Liaison Officer or alternate, as appropriate.
- s. The Designated Liaison Officer or alternate, as appropriate, receives, at the end of the study, all the outputs agreed upon, namely [insert all research outputs included in the Full Research Proposal in Annex 1]
- t. The Head of the responsible Government Ministry or Department, with due copying of the Designated Liaison Officer or alternate, as appropriate, is informed about patents or economic benefits derived from the research, within two (2) weeks of disclosure, even after the expiration of this Research Collaboration Agreement.
- u. The research team or individual researcher involved in the study is notified that failure to comply with all terms of the Research Collaboration Agreement will lead to an immediate termination of the Agreement and that the Government of Saint Lucia has the right to publicise non-compliance.

The research partner hereby acknowledges and accepts receiving, analysing, and understanding the Government of Saint Lucia's terms of the Research Collaboration Agreement.

The research partner shall be deemed to have full technical and scientific information concerning the nature of the research proposal and shall be deemed to be satisfied with the conditions and nature of the requirements and expectations of the Government of Saint Lucia, and no claims in consequence of any misunderstanding, insufficient or incorrect information will be allowed.

4. DURATION OF AGREEMENT

The Agreement shall be for [insert the number of months, from the estimated start of the research until its completion according to the information provided by the Research Partner in the Full Research Proposal in Annex 1] and commence on the [insert day] day of [insert month and year], and shall expire on the [insert day] day of [insert month and year].

5. REPORTING

The Research Partner shall report to the Government of Saint Lucia, through its Designated Liaison Officer or alternate, as appropriate in accordance to the agreement reached with the designated point or alternate immediately after this Research Collaboration Agreement enters into effect, and using the agreed channels of communication and reporting.

6. CONSIDERATION

- a. The rights and obligations of the Research Partner, regarding the research, are strictly limited to the terms and conditions of this Agreement. Accordingly, the Research Partner shall not be entitled to any benefit, payment, subsidy, compensation, or entitlement, except [insert here, if any applicable] as expressly provided in this Agreement.

- b. The total costs of the research are covered by funds of the Research Partner, except [insert here, any cost of or contribution to the research the Government of Saint Lucia has expressly agreed to cover/offer]. No other financial or in-kind contribution shall be due and/or payable to the Research Partner unless first agreed in writing between the Government of Saint Lucia and the Research Partner.

7. ASSIGNMENT

- a. The Research Partner may not assign or delegate the research activities to be conducted in Saint Lucia or any part thereof without the prior written consent of the Head of the responsible Ministry or Department, communicated through the Designated Liaison Officer or alternate, as appropriate. Where any part or the whole of the activities is delegated or assigned as provided for herein, the Research Partner shall be solely responsible for meeting any fees, remuneration, or expenses, and the Government of Saint Lucia shall not be responsible for making any such payments. The Research Partner shall also be responsible for ensuring that the delegated research activities in Saint Lucia are undertaken to the required standard and comply with all terms of this Agreement.
- b. The Research Partner shall not be permitted to delegate, assign, and/or remunerate for any part of research activities to anyone who is an employee of the Government of Saint Lucia.

8. PROTECTION OF CONFIDENTIAL INFORMATION

- a. Confidential information includes any information acquired by the Research Partner from the Government of Saint Lucia that: i) is identified as confidential at the time of disclosure by the Government of Saint Lucia to Research Partner, or within a reasonable time after such disclosure; or ii) the Research Partner has a reasonable basis to believe is confidential.
- b. The Research Partner will keep the confidential information secret and confidential and take all reasonable precautions to protect the confidential information from disclosure.
- c. The Research Partner will not use or exploit the confidential information for its own benefit or any third party's benefit other than to use the confidential information for the conduct of the research activities under this Agreement unless specifically authorised by the Government of Saint Lucia in writing and for a specific justifiable purpose.
- d. To the extent necessary to protect the confidential information, the Research Partner must have and continue to maintain appropriate written agreements with the researchers or contractors engaged in the research activities, sufficient to enable them to comply with this Agreement.
- e. All confidential information remains the property of the Government of Saint Lucia.
- f. In the event that, on the advice of legal counsel, the Research Partner is compelled by law to disclose confidential information, the Research Partner will, in advance of such disclosure, notify the Government of Saint Lucia, through its Designated Liaison Officer or alternate, as appropriate,

about the need for, and the exact text of, any such disclosure so that the Government of Saint Lucia may seek a protective order or other remedy.

- g. The Research Partner may not copy or duplicate any materials containing confidential information except as necessary to accomplish the purposes of this Agreement.
- h. Confidential information does not include information that the Research Partner can demonstrate: i) has become publicly available through no fault of the Research Partner; ii. That is lawfully obtained from third parties who are under no restriction of disclosure; or iii. That can be shown as evidenced in writing to be previously known or developed by the Research Partner independently of the Government of Saint Lucia.
- i. The obligations of the Research Partner under this Clause shall survive termination or expiration of this Agreement

9. WARRANTIES

- a. The Research Partner represents and maintains that the research team/research individual, are skilled in the professional calling necessary to perform the research , as presented in the Full Research Proposal approved by the Government of Saint Lucia (annexed).
- b. The Research Partner shall render, diligently and competently and in accordance with the normal standards used in the profession, all activities which shall be necessary or advisable for the satisfactory completion of the research. The Research Partner shall be responsible for the professional quality, technical accuracy and the coordination of the activities undertaken by the different research team members under this Agreement.

10. INDEMNITY

- a. To the extent permitted by law, the Research Partner agrees to indemnify and hold harmless the Government of Saint Lucia, his officers and employees from any and all claims, demands, actions, causes of action, losses, damages, liabilities, known or unknown, and all costs and expenses, including reasonable attorneys' fees in connection with any loss suffered by or damage to persons or property to the extent arising out of any negligent act, error, omission or negligence of the Research Partner, its research team or research individual, contractors, subcontractors or any other person or institution assigned by the Research Partner in relation to its performance under this Agreement.
- b. Such defence and indemnification shall not apply in any instance of and to the extent caused by the sole negligence or wilful misconduct of the Research Partner, Research Partner, its research team or research individual, contractors, subcontractors or any other representative.

11. TERMINATION

Except by mutual agreement of the parties, this Agreement may only be terminated as follows–

- a. The Government of Saint Lucia has the right to cancel (in writing) this Agreement at any time for cause or for the Government of Saint Lucia's convenience.
- b. If the Research Partner shall be guilty of any serious misconduct or any serious breach or non-observance of any of the conditions of this Agreement or shall neglect or fail or refuse to carry out the activities as stipulated in the Full Research Proposal, the Government of Saint Lucia shall be entitled to give notice to the Research Partner to remedy the breach within seven (7) days and if the Research Partner fails to remedy, the Government of Saint Lucia shall be entitled to summarily terminate this Agreement without notice and without prejudice to any rights or claims the Government of Saint Lucia may have against the Research Partner arising out of such default.
- c. The Research Partner may terminate this Agreement if the Government of Saint Lucia is in material breach of any of its obligations herein and the Government of Saint Lucia has not remedied said breach within 30 days (of the Research Partner has served notice to the Head of the responsible Government Ministry or Department, through the Designated Liaison Officer or alternate, as appropriate, requiring the Government of Saint Lucia to remedy the breach.
- d. Upon termination, the Research Partner shall present the Designated Liaison Officer or alternate, as appropriate, with the data, information, and any other output of the research completed.

12. DISPUTE RESOLUTION

Any dispute arising out of, or in connection with, this Agreement, which cannot be amicably settled between the parties, shall be referred to adjudication in accordance with the laws of Saint Lucia.

13. ENTIRE AGREEMENT, SEVERABILITY AND AMENDMENTS

- a. This Agreement constitutes the entire agreement between the parties, and any representation made by either party prior to the signing thereof shall be disregarded.
- b. Any amendments to this Agreement shall be agreed in writing by the Research Partner and the Government of Saint Lucia.
- c. If any provision of this Agreement is declared by a court of competent jurisdiction to be invalid, void or unenforceable, to the extent that the term thus declared invalid, void or unenforceable by the court does not materially affect entirely the performance of this Agreement by either party, the remaining provisions will nevertheless continue in full force and effect without being impaired or invalidated in any way.
- d. This Agreement shall be binding on the parties and their respective heirs, executors, personal representatives, successors, and assigns.

14. APPLICABLE LAW AND JURISDICTION

This Agreement is made and shall be interpreted in accordance with the laws of Saint Lucia and be subject to the jurisdiction of the courts sitting in Saint Lucia.

15. NOTICES

Enquiries, notices, and all other communications to be sent pursuant to the terms stated herein shall be addressed and sent to:

**On behalf of the Government
of Saint Lucia**

On behalf of the Research Partner

Name of Head of Ministry/Department

Name of lead investigator

Head of Ministry/Department

Position

Name of Ministry/Department

Name of Research Partner institution

Complete address

Complete address

Telephone number

Telephone number

Email:

Email:

Facsimile:

Facsimile:

- a. Receipt of any facsimile or internet transmissions must be confirmed to the sender (by fax or email) by the recipient in order to be deemed that such communication has been delivered. In the case of communication sent by post, such communication is deemed to have been received within seven (7) days if posted inland or within fourteen (14) days if sent by international post.
- b. The parties will immediately notify each other of any changes to the names and other contact details stated in this clause.

SPECIAL CONDITIONS

In WITNESS WHEREOF, the parties hereto have executed this Agreement.

By: _____

Name of Head of Ministry/Department

Name of lead investigator

Head of Department

Position

Name of Ministry/Department

Name of Research Partner institution

Date

Date

Witness