



Vessel Support Proposal

V1.5 December 2022

Strategic Overview

The [Coral Sea Foundation mission](#) is to support pragmatic marine science and conservation initiatives around the Coral Sea arc – the Great Barrier reef, the Coral Sea, and the eastern Coral Triangle biodiversity hotspots in Papua New Guinea and Solomon Islands.

Our primary initiative is the award-winning [Sea Women of Melanesia program](#), which trains and empowers Indigenous women with the knowledge, skills and resources they need to support grassroots community marine conservation action. This program has an outstanding track record of success, with three offices in PNG, 10 full time staff and active operations at multiple high conservation value locations in the Coral Triangle. The organisation has been incorporated as a not-for-profit association in PNG with all female indigenous directors (a first for this developing nation) and we have forged strong links with the Conservation and Environmental Protection Authority and the National Maritime Safety Authority of the PNG Government. The achievement of the women in the team have been recognised at the highest international level with the [United Nations Champions of the Earth Award 2021](#) in the Inspiration and Action category.

The Sea Women program is currently on a strong growth trajectory, and our primary aims at this point are twofold:

1. Building the operational capability of the organisation through investments in people and their training
2. Extending the geographic scope of the organisation through development of the [Sea Women Great Barrier Reef](#) program and facilitating the networking of the Indigenous women between Australia, Papua New Guinea and Solomon Islands.

At the present time, the social, political and logistic environment of Papua New Guinea remains volatile. However, the international border between Australia and PNG is open, and our assessment is that bringing key Sea Women team leaders to Australia for intensive marine conservation training is a safer and more effective option in the near term than attempting this level of training in Melanesia. This approach has the added benefit of enhancing the development of the [Sea Women Great Barrier Reef](#) program through networking the teams together and facilitating the international exchange of knowledge and skills.

The need for a dedicated training and research vessel

The [Sea Women Great Barrier Reef](#) program is already attracting strong interest from Indigenous groups and corporate and philanthropic partners in Australia. Accordingly, our main priority at this point is building the logistic capacity in the Coral Sea Foundation to support the expected rapid increase in demand for Sea Women training activities in the next 12 months at multiple locations, both in Australia and Melanesia.

At our Magnetic Island base on the Great Barrier Reef, we have access to excellent dive training facilities and good quality nearshore coral reefs. We currently service our training operations with a 15ft open dinghy, however this limits us to training 2-3 people at a time and does not allow us to access the main Great Barrier Reef complex which is 30-40nm further offshore.

A modern sailing catamaran in the 45-60ft range that can berth 6-8 people is ideally suited to boosting our operational capability and would:

1. **Substantially improve our training effectiveness** in terms of the number of women trained and the skill levels they achieve. As well as learning diving and reef survey methods for marine conservation, the trainees would gain experience in vessel handling, navigation, site selection, weather assessment and living at sea – all vital skills for their future maritime conservation work across the Coral Sea arc.
2. **Considerably broaden the geographic scope of our operations.** A catamaran would be a mobile training base allowing us to deliver science and conservation operations from all major ports on the Queensland coast, all parts of the Great Barrier Reef and offshore Coral Sea reefs, and both Papua New Guinea and Solomon Islands. This would give our trainees exposure to working in a wide variety of reef habitats, strengthening their capability and fostering new regional connections.

3. **Enhance the professionalism and visibility of the Coral Sea Foundation**, its Sea Women programs and supporting partners. There are no other marine conservation NGO's in our region with a dedicated multihull vessel to support their operations, and a yacht of this type would catapult the Coral Sea Foundation and the Sea Women teams to the forefront of NGO marine conservation in this entire region.

Why a sailing catamaran?

A modern high performance cruising catamaran (with centreboards) is ideally suited to our work for numerous reasons.

- Vessels with twin engines and shallow draft are ideal for tight manoeuvring in the coral reef environments where we work.
- Catamarans are fast on passage and stable underway and at anchor, necessary for crew comfort during marine science operations. They also offer large amounts of living space for a given length.
- The region has a strong trade wind resource running parallel to the coast for 9 months of the year, meaning that wind energy can be used for ship power and propulsion for the majority of expedition voyages between the Australian coast and the work sites on the GBR, Coral Sea, and Melanesia. Given the threats facing coral reefs from climate change, we feel it is morally and strategically important to demonstrate that our marine science and conservation work can be accomplished using modern, wind-powered sailing vessels.

Vessel Fundraising Target

In August 2022 our USA partners at the Hughes Charitable Foundation offered a matched funding grant of USD\$400,000 (A\$575,000) toward the vessel purchase cost, valid for 12 months (see Appendix 1). This gives the Coral Sea Foundation one year to raise the USD\$400,000 required to secure the matched funding from Hughes Charitable Foundation, for a total of USD\$800,000 that can be used for vessel acquisition.

Accordingly, we now invite potential partners to support the Coral Sea Foundation with a pledge of funds to help us reach our target of USD\$400,000 and secure a fantastic expedition vessel that would deliver an enormous boost to our operational capability and our marine conservation and training work throughout our region.

We are able to offer tax deductibility on donations from both Australia and the USA. Thank you for your consideration.



Dr Andy Lewis. Executive Director - Coral Sea Foundation

0419 712 579 andy@coralseafoundation.net



Appendix 1



Hughes Charitable Foundation - GRANT AGREEMENT

This Grant Agreement (the "Agreement") is made and entered into by and between the Hughes Charitable Foundation (the "Foundation"), with its principal offices located at 1110 Maple Way, Suite G-5, Jackson, WY and Aranya Solutions, fiscal sponsor on behalf of Coral Sea Foundation (EIN #82-1512607) (the "Grantee"), with its principal offices located at PO Box 494, Kapaau, HI 96755, Terms and Conditions

1. Matching Grant. The matching grant, in the amount of four hundred thousand dollars (\$400,000), (the "Grant") shall be used only for charitable purposes qualifying under Section 170(c)(2)(B) of the Internal Revenue Code of 1986, as amended (the "Code"), and neither the Grant nor the income therefrom may be used for purposes other than those so described. The Grant shall be paid in 1 instalment of four hundred thousand dollars (\$400,000), payable upon completion of the matching requirement. The match must be met within 12 months.
2. Project. The Grant funds shall be restricted to the use of Grantee (the "Project") defined as: Purchase of Catamaran.
3. Promises of Grantee. The Grantee promises to the Foundation as follows:
 - (a) That this is a one-time, non-renewable Grant.
 - (b) To take the lead in creating with the Foundation the most appropriate naming recognition or other acknowledgement to the Foundation for the Grant and its assistance to the Project.
 - (c) To repay any portion of the Grant that is not used for the purposes of the Grant described in Section 2 of this Agreement.
 - (d) To provide the Foundation full and complete financial reports on the manner in which the Grant is spent and the progress made in accomplishing the purposes of the Grant as described in Treasury Regulation Section 53.4945-5(c),
 - (e) To submit a Grantee Final Report. The Grantee will receive a link to complete the report through the Foundation's online grant portal. The report includes a narrative, financials, and other documentation as outlined within and must be submitted within 30 days of the conclusion of the 12 month grant period.
 - (f) To maintain records of receipts and expenditures and to make its books and records relating to the Grant available to the Foundation at reasonable times. Although the Grant funds need not be physically segregated, such funds shall be shown separately on Grantee's books and records for ease of reference and verification.
 - (g) Not to use any of the Grant (i) to carry on propaganda, or otherwise to attempt to influence legislation (within the meaning of Section 4945(d)(1) of the Code), (ii) to influence the outcome of any specific public' election, or to carry on, directly or indirectly, any voter registration drive (within the meaning of Section 4945(d)(2) of the Code), (iii) to make any grant which does not comply with the requirements of Section 4945(d)(3) or (4) of the Code or (iv) to undertake any activity for any purpose other than one specified in Section 170(c)(2)(B) of the Code.

4. Status as an Eligible Grantee. Grantee represents and warrants that it is a tax-exempt organization under Section 501(c)(3) of the Code, and is not a private foundation as defined in Section 509(a) of the Code or is an operating foundation as described in Section 4942(j)(3) of the Code. Grantee has provided the Foundation with a copy of its Internal Revenue Service Determination Letter evidencing its status as such an organization. Grantee will notify the Foundation immediately of any change in its tax-exempt status, including any substantial or material change in sources of support for any taxable year in which Grantee receives any portion of the Grant. Grantee represents and warrants that Grantee's receipt of the Grant will not change Grantee's status under Section 509(a) of the Code. If Grantee for any reasons ceases to be a tax-exempt organization under Section 501(c)(3) of the Code classified as not a private foundation under Section 509(a)(1) or 509(a)(2) of the Code, Grantee shall return to the Foundation all Grant funds then in Grantee's possession. Grantee is not an agent, representative, consultant or contractor of the Foundation and, as an entirely independent and separate organization, is solely responsible for its actions, errors and omissions.

5. Termination. The Foundation shall have the right to terminate this Agreement with cause. Upon termination of this Agreement by the Foundation, the Foundation shall be relieved from making any further payments to the Grantee with respect to the Grant. In the event the termination is pursuant to a determination by the Foundation that the Grantee:

- (a) has misrepresented any material fact or supplied false or misleading material information to the Foundation in the Grantee's grant application or request or otherwise with regard to this Agreement or the Grant;
- (b) has diverted any payments made under this Agreement to a purpose other than that permitted hereunder;
- (c) has failed to maintain or provide any material records or reports required to be maintained or provided hereunder;
- (d) has failed to comply with the conditions set forth in Section 3 of this Agreement; or
- (e) has terminated, abandoned, cancelled or substantially altered, or is likely to terminate, abandon, cancel or substantially alter, the Project, the Foundation may require the Grantee to refund any or all payments of the Grant heretofore made. The foregoing remedies of the Foundation are in addition to any other remedies provided by law, and all such remedies shall be cumulative and not exclusive.

6. No Liability. The Grantee shall indemnify, defend and hold the Foundation harmless from and against any and all liability to any third party for or from loss, damage or injury to persons or property in any manner arising out of or incident to the performance of this Agreement, the planning, acquiring, constructing, equipping or use of the Project or the planning, arranging, implementing, sponsoring or conducting of any program or activity by the Grantee. IN NO CASE SHALL THE FOUNDATION BE LIABLE TO THE GRANTEE OR ANY THIRD PARTY FOR

ANY DAMAGE, INCLUDING BUT NOT LIMITED TO SPECIAL OR CONSEQUENTIAL DAMAGES. The Foundation shall have no liability for any debts, liabilities, deficits or cost overruns of the Grantee. It is expressly understood by the parties that no director, member, officer, employee or other representative of the Foundation shall incur any financial responsibility or liability of any kind or nature whatsoever in connection with this Agreement or any subsequent agreement between the parties regarding the subject matter hereof. The parties agree that the liability of the Foundation hereunder shall be limited to the payment of the Grant pursuant to the terms and conditions of this Agreement and that the Foundation shall have no other duty or obligation to the Grantee or any other person. The provisions of this Section 6 shall survive the expiration or sooner termination of this Agreement.

7. Other Provisions.

(a) Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof, and the provisions hereof and thereof have superseded any and all prior and contemporaneous agreements or understandings relating to the matters specifically addressed herein or therein.

(b) Governing Law. This Agreement has been negotiated, executed and delivered and will be performed in the Solomon Islands and shall be governed by and construed in accordance with its laws.

(c) Attorneys' Fees. If either party commences an action against the other to enforce any of the terms of this Agreement or because of the breach by either party of any of the terms of this Agreement, the losing or defaulting party, whether by out-of-court settlement or final judgment, shall pay to the prevailing party the actual costs and expenses incurred in connection with the prosecution or defense of such action and any appeals in connection therewith, including actual attorneys' fees and costs.

(d) Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. This Agreement shall not be effective as to any party unless and until it has been executed by or on behalf of every party.

(e) Assignment. This Agreement and the Grantee's rights, duties and obligations hereunder may not be assigned by the Grantee without the prior written consent of the Foundation, in its sole and absolute discretion. Any attempt at assignment shall be void and a material breach of this Agreement by the Grantee.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized signatories on

DATE 08/19/2022



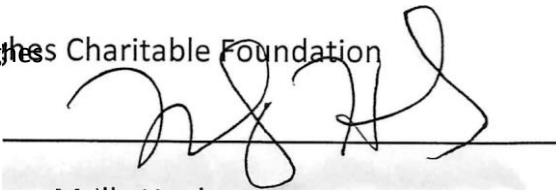
ne: Katrina Zawalney
as: Executive Director, Founder

GRANTEE: Aranya Solutions, fiscal sponsor on behalf of Coral Sea Foundation

By:
Name:

Title:

FOUNDATION:

Hughes Charitable Foundation


By:
Name: Molly Hughes
Title: President