

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE UNITED NATIONS ENVIRONMENT PROGRAMME  
AND  
THE SECRETARIAT OF THE PACIFIC REGIONAL ENVIRONMENT PROGRAMME**

**WHEREAS** the United Nations Environment Programme (hereinafter referred to as UN Environment) is the leading organization within the United Nations system in the field of environment and has as a major area of focus of its global mandate, the conservation, protection, enhancement and support of nature and natural resources, including biological diversity, worldwide;

**WHEREAS** UN Environment, through its Asia and the Pacific Office, has the mandate to provide governments with policy advice and enhance the ability of countries to integrate environmental sustainability into national development processes. Further, United Nations Environment Programme's Governing Council at its twenty-second session in February 2003 emphasized the need to strengthen the institutional capacity of Small Island Developing States. Furthermore, the United Nations Environment Assembly at its second Session in May 2016 approved Resolution 2/4 "Role, functions and modalities for United Nations Environment Programme implementation of the SAMOA Pathway as a means of facilitating achievement of the Sustainable Development Goals" encouraging UN Environment, within its mandate, to contribute as appropriate to the implementation of the SAMOA Pathway;

**WHEREAS** the Secretariat of the Pacific Regional Environment Programme (hereinafter referred to as "SPREP") is an intergovernmental organization whose mandate is to promote co-operation in the Pacific region and to provide assistance in order to protect and improve its environment and to ensure sustainable development for present and future generations, and the ongoing commitment of SPREP Member governments to this goal.

**WHEREAS** UN Environment and SPREP (hereinafter collectively referred to as "Parties") share common goals and objectives with regard to the conservation, protection, enhancement and support of nature and natural resources, including biological diversity worldwide, and wish to collaborate to further these common goals and objectives within their respective mandates and governing rules and regulations;

**WHEREAS** the Parties, built on past collaboration through two previous Memorandum of Understanding (hereinafter referred to as "MOU") signed in 2005 and 2012, intend to conclude this MOU with the aim of consolidating, developing and detailing their cooperation and effectiveness to achieve the common goals and objectives in the field of environment;

**NOW, THEREFORE, UN ENVIRONMENT AND SPREP HAVE AGREED TO COOPERATE UNDER THIS MEMORANDUM OF UNDERSTANDING AS FOLLOWS:**

**Article 1  
Interpretation**

1. References to this MOU shall be construed as including any Annexes, as varied or amended in accordance with the terms of this MOU. Any Annexes shall be subject to the provisions of this MOU, and in case of any inconsistency between an Annex and this MOU, the latter shall prevail.
2. Implementation of any subsequent activities, projects and programmes pursuant to this MOU, including those involving the transfer of funds between the Parties, shall necessitate the execution of appropriate legal instruments between the Parties. The terms of such legal instruments shall be subject to the provisions of this MOU.
3. This MOU represents the complete understanding between the Parties and supersedes all prior MOUs, communications and representations, whether oral or written, concerning the subject matter of this MOU.
4. Any Party's failure to request implementation of a provision of this MOU shall not constitute a waiver of that or any other provision of this MOU.

**Article 2  
Duration**

1. This MOU shall be effective upon the last date of signature of the approving officials and remain in force until 31 December 2022 unless terminated in accordance with Article 15 below.

**Article 3  
Purpose**

1. The purpose of this MOU is to provide a framework of cooperation and understanding, and to facilitate collaboration between the Parties to further their shared goals and objectives in regard to the conservation, protection, enhancement and support of nature and natural resources, including biological diversity in support of environmental protection, climate change adaptation and mitigation and the sustainable development of the Pacific islands region.
2. The objectives of this MOU will be achieved through:
  - a. Regular dialogue meetings between UN Environment and SPREP;
  - b. Execution of a separate legal instrument between the Parties to define and implement any subsequent activities, projects and programmes pursuant to Article 1.2.

**Article 4**  
**Areas of Cooperation**

1. Areas of Cooperation agreed jointly through the cooperation mechanism in the MOU. Policies and priorities under this MOU may also be jointly reviewed on a monthly basis by the Parties pursuant to Article 5 to allow the Parties to respond to newly emerging issues in the realm of environment and sustainable development.
2. The Parties have agreed the following preliminary overarching themes for this MOU, which form part of UN Environment's mandate and programme of work and have been approved by UN Environment's Governing Council. The items listed below are also priorities or ongoing activities of SPREP, in accordance with its mandate. All could be strengthened through the cooperation of the Parties.
  - a. Increase cooperation in areas of the mutual mandate, areas of work, interest and expertise and endeavour to jointly develop and implement activities in areas identified in Article 3 (1) and listed in Annex I;
  - b. Endeavour to exchange information pertaining to environmental issues in the Pacific region as well as globally which is of shared interest;
  - c. Endeavour to increase the capacity of Pacific islands to access and manage environmental and climate change-related financial, institutional and human resources including through the Global Environment Facility, the Green Climate Fund; and
  - d. Endeavour to promote the visibility of their respective organisations in the Pacific region.
3. The above list along with Annex I, is not exhaustive and should not be taken to exclude or replace other forms of cooperation between the Parties on other issues of common interest.

**Article 5**  
**Organization of the Cooperation**

1. The Parties will hold regular bilateral meetings on matters of common interest, in accordance with an agenda agreed to in advance by the Parties, for the purpose of developing and monitoring collaborative projects. Such meetings will take place at least once every month to:
  - a. discuss technical and operational issues related to furthering the objectives of this MOU; and
  - b. review progress of work undertaken by SPREP pursuant to a separate legal instrument in the priority areas of cooperation mentioned in Article 4 above.

2. Within the context defined above, further bilateral meetings at desk-to-desk and at expert level shall be encouraged and set up on an ad hoc basis as deemed necessary by the relevant UN Environment divisions and SPREP to address priority matters of common interest for the implementation of activities in specific areas, countries and regions.
3. In implementing activities, projects and programmes in the agreed priority areas, the Parties shall execute a separate legal instrument appropriate for the implementation of such initiatives in accordance with Article 1.2 above. In identifying the areas of cooperation under this MOU, due regard shall be given to SPREP's geographic coverage; capacity for implementation and experience in the related field.
4. Where SPREP is organizing a meeting with external participation at which policy matters related to the aims of this MOU will be discussed, SPREP shall, as appropriate, either invite UN Environment to participate in the meeting or update UN Environment on relevant policy matters discussed at the meeting.
5. In addition to the above, UN Environment and SPREP will regularly review their respective strategies, Programmes of Work etc and seek mutual alignment and support between the agencies implementing these instruments. The Parties' respective responsibilities will be managed by a UN Environment focal point in the Pacific (see Annex II) and a nominated staff member of SPREP.

#### **Article 6**

##### **Status of the Parties and their Personnel**

1. The Parties acknowledge and agree that SPREP is an entity separate and distinct from the United Nations, including UN Environment. The employees, personnel, representatives, agents, contractors or affiliates of SPREP, including the personnel engaged by SPREP for carrying out any of the project activities pursuant to this MOU, shall not be considered in any respect or for any purposes whatsoever as being employees, personnel, representatives, agents, contractors or affiliates of the United Nations, including UN Environment, nor shall any employees, personnel, representatives, agents, contractors or affiliates of UN Environment be considered, in any respect or for any purposes whatsoever, as being employees, personnel, representatives, agents, contractors or affiliates of SPREP.
2. Neither Party shall be entitled to act or make legally binding declarations on behalf of the other Party. Nothing in this MOU shall be deemed to constitute a joint venture, agency, interest grouping or any other kind of formal business grouping or entity between the Parties.

#### **Article 7**

##### **Fundraising**

1. To the extent permitted by the Parties' respective regulations, rules and policies, and subject to sub-article 2, the Parties may engage in fundraising from the public and private sectors to support the activities, projects and programmes to be developed or carried out pursuant to this MOU.
2. Neither Party shall engage in fundraising with third parties in the name of or on behalf of the other, without the prior express written approval of the other Party in each case.

**Article 8**  
**Intellectual Property Rights**

1. Nothing in the MOU shall be construed as granting or implying rights to, or interest in, intellectual property of the Parties, except as otherwise provided in Article 8.2.
2. In the event that the Parties foresee that intellectual property that can be protected shall be created in relation to activity particular activity, project or programme to be carried out under this MOU, the Parties shall negotiate and agree on terms of its ownership and use in the relevant legal instrument concluded as per Article 1.2.

**Article 9**  
**Use of Name and Emblem**

1. Neither Party shall use the name, emblem or trademarks of the other Party, its subsidiaries and/or affiliates, or any abbreviation thereof, in connection with its business or for public dissemination without the prior expressly written approval of the other Party in each case. In no event shall authorization of the UN or UN Environment name or emblem be granted for commercial purposes or for use in any manner that suggests an endorsement by UN Environment of SPREP's products, business practices or services.
2. SPREP acknowledges that it is familiar with the independent, international and impartial status of the UN and UN Environment, and recognizes that their names and emblems may not be associated with any political or sectarian cause or otherwise used in a manner inconsistent with the status of the UN and UN Environment.
3. The Parties agree to recognize and acknowledge this partnership, as appropriate. To this end, the Parties shall consult with each other concerning the manner and form of such recognition and acknowledgement.

**Article 10**  
**United Nations Privileges and Immunities**

1. Nothing in or relating to this MOU shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs.
2. Nothing in or relating to this MOU will be deemed a waiver, express or implied, of any of the privileges and immunities of SPREP.

**Article 11**  
**Confidentiality**

1. The handling of information shall be subject to each Party's corporate confidentiality policies.

[MOU/2017/Asia and the Pacific Office/004](#)

2. Before disclosing internal documents, or documents that by virtue of their content or the circumstances of their creation or communication must be deemed confidential, of the other Party to third parties, each Party shall obtain the express, written consent of the other Party. However, a Party's disclosure of another Party's internal and/or confidential documents to an entity the disclosing Party controls or with which it is under common control, or to an entity with which it has a confidentiality agreement, shall not be considered a disclosure to a third party, and shall not require prior authorization.

3. For UN Environment, a principal or subsidiary organ of the United Nations established in accordance with the Charter of the United Nations shall be deemed to be a legal entity under common control.

**Article 12  
Responsibility**

1. Each Party will be responsible for dealing with any claims or demands arising out of its actions or omissions, and those of its respective personnel, in relation to this MOU.

2. SPREP shall indemnify, hold and save harmless and defend at its own expense, the United Nations and UN Environment, their officials, personnel and representatives, from and against all suits, claims, demands and liability of any nature or kind which may arise in relation to this MOU due to any negligent or wilful actions or omissions attributable to SPREP.

**Article 13  
Dispute settlement**

1. The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of this MOU. Where the Parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then prevailing, or according to such other procedure as may be agreed between the Parties.

2. Any dispute, controversy or claim between the Parties arising out of this MOU which is not settled amicably in accordance with the foregoing sub-article may be referred by either Party to arbitration under the UNCITRAL Arbitration Rules then in force. The arbitral tribunal shall have no authority to award punitive damages. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

**Article 14  
Notification and Amendments**

1. Each Party shall promptly notify the other in writing of any anticipated or actual material changes that will affect the execution of this MOU.

2. The Parties may amend this MOU by mutual written agreement, which shall be appended to this MOU and become an integral part of it.

**Article 15  
Termination**

1. Either Party may terminate this MOU by giving 30 days prior written notice to the other Party.
2. Upon termination of this MOU, the rights and obligations of the Parties defined under any other legal instrument executed pursuant to this MOU shall cease to be effective, except as otherwise provided in this MOU.
3. Any termination of the MOU shall be without prejudice to (a) the orderly completion of any ongoing collaborative activity and (b) any other rights and obligations of the Parties accrued prior to the date of termination under this MOU or legal instrument executed pursuant to this MOU.
4. The obligations under Articles 8-13 do not lapse upon expiry, termination of or withdrawal from this MOU.

IN WITNESS WHEREOF, the duly authorized representatives of the Parties affix their signatures below.

**For United Nations Environment Programme**

**For Secretariat of the Pacific Regional  
Environment Programme**



Erik Solheim  
Executive Director

Date: 04/12/17



Kosi Latu  
Director General

Date: 4/12/2017

## ANNEX 1

### Strategic Partnership Priorities

Activities under the MOU are guided by the Strategic Priorities for UN Environment's Pacific Office agreed with Pacific Island Countries in September 2016 and SPREP's Strategic Plan 2017-2026

- I. Addressing climate change and enhancing resilience
  - a. Strengthen national capacity for mitigation, adaptation and disaster risk reduction in order to meet national goals, MEA obligations and voluntary commitments
  - b. Support development of national policy responses to issues of climate change and disaster risk reduction including disaster-induced population mobility and loss and damage
  - c. Support ecosystem-based approaches to climate change adaptation including responses to ocean acidification, biodiversity conservation and sustaining ecosystem services for sustainable development and community livelihoods
  - d. Facilitate and support access to climate change finances via the Adaptation Fund, Green Climate Fund and other financing mechanisms
- II. Decoupling economic growth from resource use and pollution
  - a. Advocate and support the adoption of green economy, blue economy and green growth approaches at national and sub-national levels
  - b. Support the development of national environmental statistics that will facilitate the development of national environmental accounts
  - c. Recover resources from waste and pollutants (nutrient recovery), recycling (materials recovery) and other measures to minimise waste and contribute to sustainable development
  - d. Improve waste and pollution monitoring to enable informed decision making to protect human health and the environment
  - e. Significantly reduce the socio-economic and ecological impacts of invasive species on ecosystems and control or eradicate priority species
- III. Maintaining biodiversity and sustainable provision of ecosystem services
  - a. Support the conservation and sustainable use of biodiversity and ecosystems consistent with regional and international MEA commitments
  - b. Prevent the extinction of threatened species and support measures to sustain their conservation status
- IV. Managing chemicals and waste and developing integrated approaches to environment and health
  - a. Minimise the adverse impacts of chemicals and waste on human health and the environment by promoting environmentally sound life cycle management in accordance with agreed regional and international frameworks including MEAs and the Cleaner Pacific 2025
  - b. Strengthen national, regional and international mechanisms for waste management in particular through MEAs including solid waste, chemicals and hazardous waste
- V. Strengthen governance for delivery of the SDGs and the SAMOA Pathway including promoting science-policy linkages.
  - a. Strengthen environmental planning including EIA, SEA and spatial planning to effectively contribute to national planning and sustainable development including SDGs
  - b. Strengthen capacity for environmental governance through technical assistance for policy and legislation especially to nationally enable MEAs

MOU/2017/Asia and the Pacific Office/004

- c. Establish and strengthen capacity for environmental data collection, monitoring, analyses and reporting to national plans, MEAs, SDGs and SAMOA Pathway
  - d. Strengthen access to funding mechanisms like the Global Environment Facility for national implementation of MEAs
  - e. Strengthen synergies between science, policy, traditional and local knowledge to facilitate informed decision making
  - f. Strengthen capacity to integrate gender issues into management systems and project development, implementation and reporting.
- VI. Focus on Oceans
- a. Strengthening our partnership under the regional seas programme especially supporting the implementation of the Noumea Convention
  - b. Advocate and promote integrated ocean management including effective engagement in the Pacific Oceanscape Framework and the Pacific Ocean Alliance
  - c. Effectively manage and protect marine and coastal ecosystems including mitigation of fisheries impacts to achieve healthy and productive oceans
  - d. Strengthen national, regional and international mechanisms for management of ship and aircraft generated waste, marine plastic litter and other marine debris
  - e. Collaborate on the Clean Seas Campaign and Voluntary Pacific Commitment on marine debris made at the UN Ocean Conference
- VII. Resource mobilization
- a. Enhanced coordination and systematic sharing of information between UN Environment and SPREP on activities pertinent to resource mobilization and fundraising in order to address the sustainable development needs of Pacific island countries and their capacity gaps.

**ANNEX 2**

**Correspondence and Focal Points**

All correspondence between the PARTIES regarding this Memorandum and Joint Programme of Work should be addressed to:

at SPREP:

Kosi Latu  
Director- General,  
Secretariat of the Pacific Regional Environment Programme (SPREP)  
P.O. Box 240  
Apia, Samoa  
Tel: +68521929  
Email: kosil@sprep.org

at UN Environment Asia and the Pacific Office:

Dechen Tsering  
Director,  
Asia and the Pacific Office  
United Nations Environment Programme (UN Environment)  
United Nations Building  
Rajdamnern Nok Avenue  
Bangkok 10200, Thailand  
Tel: +6622881870  
Email: dechen.tsering@unep.org

with copy to the UN Environment Pacific Office:

Sefanaia Nawadra  
Head  
Pacific Office  
United Nations Environment Programme (UN Environment)  
PO Box 240  
Apia, Samoa  
Te.: +68521929  
Email: sefanaia.nawadra@unep.org

**Parties' initials:**