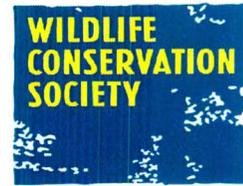




SPREP

Secretariat of the Pacific Regional
Environment Programme

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The Pacific environment, sustaining our livelihoods and natural heritage in harmony with our cultures.

MEMORANDUM OF UNDERSTANDING (MOU)

AP 1/6/1

7 October 2015

between

Wildlife Conservation Society (WCS)

and

The Secretariat of the Pacific Regional Environment Programme (SPREP)

(together, “the Parties”)

The Wildlife Conservation Society (WCS) is a not for profit organization, headquartered in New York, USA, organized to save wildlife and wild lands through careful science, international conservation, education and the management of the world's largest system of urban wildlife parks. In the Pacific, the WCS Melanesia Program has a mission to “conserve biological and cultural diversity and sustain livelihoods to ensure resilience of nature and people.”

SPREP is a regional, intergovernmental organisation comprising 26 members consisting of 21 Pacific Island Countries and Territories and five developed countries with direct interests in the Pacific region. The purposes of SPREP are 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.

Whereas SPREP and WCS have mutual interests in relation to the protection of the environment and developing and strengthening systems, institutions, organisations and individuals concerned with environmental protection in the Pacific region,

The Parties have reached the following understandings:

1. Objectives

1. The main objective of this Memorandum of Understanding (MOU) is to provide a framework of co-operation between SPREP and WCS.
2. Within this framework the Parties will consult in an effort to collaborate on the activities they identify as requiring implementation.

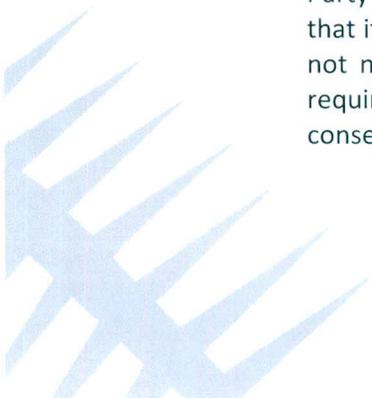
2. Collaborative Activities

Subject to availability of funding and other resources, the requirements of any funding sources, and to each Party's policies, procedures and program objectives, the Parties agree, to the extent possible, but without limitation, to:

1. Consult each other on policy matters of mutual concern.
2. Exchange information on developments and current activities in relation to the environment.
3. Extend to each other standing invitations to be represented by observers at appropriate meetings.
4. Collaborate and support awareness-raising efforts in relation to the environment.
5. Collaborate on the implementation of global and regional priorities in relation to the environment.
6. Collaborate and support capacity-building initiatives relation to the environment.
7. Share technical expertise, knowledge and outputs in relation to project design and implementation, in particular focused on sustainable forest management, inshore fisheries management, integrated coastal management/ecosystem-based management; community-based natural resource management; climate change adaptation; and species conservation.
8. Identify opportunities for joint projects that leverage the strength of each institution.
9. Consider requests to provide assistance to the other Party's projects. Compensation for participation of staff will be based on collaborator's rates. The terms and conditions and timing of such assistance must be agreed by Parties in writing in advance in separate agreements pursuant to this MOU.
10. Consider requests to access to respective Party's field and equipment for research surveys. Any hire costs will be based on collaborator's rates.
11. Keep respective memberships informed of co-operative activities undertaken pursuant to this MOU as appropriate.

3. Operational Provisions

1. This MOU constitutes an expression of a shared intention of the Parties to endeavour to develop foundations for achieving their shared objectives relating to the protection of the environment and developing and strengthening systems, institutions, organisations and individuals concerned with environmental protection in the Pacific region.
2. Each Party will name and keep updated focal points to co-ordinate the cooperation called for in this MOU.
3. Confidentiality
 - a) Each Party warrants that it will maintain in strict confidence the other Party's Confidential Information (as defined below) to which it has access during the term of this MOU. Each Party will treat the other Party's Confidential Information with the same standard of care that it uses in maintaining its own Confidential Information, provided that that standard is not negligent. Each Party will use the other Party's Confidential Information only as is required by this Agreement and will not reveal it to a third party without the prior written consent of the other Party.



“Confidential Information” means information concerning each Party’s affairs, activities, research and research results, proposals, projects, finances, property or method(s) of operation, trade secrets, know-how and similar information. Confidential Information does not include information which (a) is already known through lawful means to the receiving Party before the other party’s disclosure, (b) after disclosure, becomes generally known to the public through no breach or fault of the receiving Party, (c) a Party receives from a third party who is free to make such disclosure without breaching any legal obligation to the disclosing Party under this MOU, (d) the receiving Party develops independently as evidenced by its own written records, or (e) is required to be disclosed by judicial or administrative process, in which case the Party required to make that disclosure will notify the other of the obligation and cooperate reasonably with that Party’s effort to bar or seek a modification of the order.

- b) Each Party will advise its employees, independent contractors and agents that Confidential Information may be treated only as provided herein and cause its employees, independent contractors and agents to comply with these requirements.

4. Intellectual Property

- a) Each Party will retain all rights to any work created or invented by such Party under its own project(s), including any and all graphic, audio or visual materials, databases, processes, reports, studies, photographs (and negatives), computer programs, and any and all writings or other similar works or documents, along with all supporting data and material, whether on paper, disk, tape, digital file or in any other medium (any “Creative Work”). Each Party agrees to share with the other Party, at its discretion, its own Creative Work in order to fulfil the objectives of this MOU, provided however that the receiving Party shall only use the Creative Work for the purpose of this MOU, with the prior written approval of the disclosing Party and in accordance with the restrictions and guidelines specified in writing by the disclosing Party and subject to the provisions of Articles 3.3 and 3.5.
- b) Each Party will be responsible for ensuring that the Creative Work created or invented by such Party and shared with the other Party will not infringe or violate any copyright, trade secret, trademark, patent, invention, or other proprietary or personal right of any third party.

5. Publication of Results and Credits

- a) Each Party may make public announcements and/or publish, in draft or in final form, or otherwise publicly disseminate in any media the results of its own projects carried out, in whole or in part, under this MOU.
- b) Neither Party shall make any public announcement or publish any of the data or other Creative Work or the Confidential Information disclosed by the other Party without the prior written approval of the other Party.
- c) Neither Party will make any public announcement regarding the collaboration of the Parties under this MOU without the prior written approval of the other. All press releases regarding such collaboration shall be joint press releases, except when explicitly agreed by the other Party in writing. Any publication or public communication involving the projects of both Parties under this MOU shall be approved in advance in writing by both Parties and shall duly acknowledge the respective participation of each Party.

- d) Each Party will be solely responsible for any document that it prepares or publishes unilaterally.
 - e) Nothing in this MOU will be construed as authorizing either Party to use the other's name, logos, trademarks or other intellectual property without the express written authorization of relevant Party and in accordance with any applicable license or guidelines.
 - f) Any publication resulting from this collaboration will need to acknowledge all funding sources contributing to the preparation of the publication, including collection of the data.
6. Restrictions related to funding - Any funding or transfer of resources by one Party to the other under this MOU will be documented in a separate agreement signed by the Parties.
- a) Restricted Support. Each Party understands that funds transferred by one party to the other as a grant or subcontract to implement Project activities, as the case may be, under this MOU may be funded by third parties and that the recipient Party will be responsible for ensuring that all work is carried out in compliance with pertinent government regulations and laws and any other restrictions, policies and procedures imposed by the funding third parties, as specified in a written agreement between the Parties.
 - b) Conflict of Interest. Each Party agrees that no funds provided by a funding Party will be expended by the recipient Party for payments that are, or give the appearance of, a conflict of interest. A conflict of interest is defined as a transaction in which an employee's personal or financial interests conflict or appear to conflict with his official responsibility.
 - c) Influencing Legislation. The Parties agree that no funds provided by the other Party under this MOU will be expended to carry on propaganda or otherwise attempt to influence legislation or any public election. Funds may only be used to engage in activities that are for scientific or educational purposes, including conservation and management purposes. Funds may be used to support nonpartisan research and analysis to assist in developing guidelines for policy and management.
 - d) Government Officials and Employees. WCS is bound by U.S. laws and regulations that prohibit making corrupt payments, directly or indirectly, to any government official. Each Party hereby represents and certifies that, in carrying out its work pursuant to this MOU, each Party and its respective directors, officers, employees and agents have not and will not offer, pay, promise or authorize the payment, directly or indirectly through any other person or entity, of any monies or anything of value to any governmental official or employee or any political party or candidate for political office, for the purpose of inducing or rewarding any favourable action or influencing any act or decision of such official or of the government.

- e) Anti-terrorism Compliance. WCS is bound by U.S. laws and regulations that prohibit having transactions with and providing material support or resources to individuals or groups that engage in or support acts of terror. Each Party hereby represents and certifies that that Party does not engage in or support, directly or indirectly, acts of terror. Further, each Party represents and certifies that it is implementing, and over the course of this agreement will continue to implement, reasonable monitoring and oversight to assure the continuing truth of these representations and certifications and that, on request, that Party will provide documentation of the monitoring and oversight of these efforts. Each Party may terminate this Agreement immediately if the other fails to comply with the conditions stated in this Article 3.6, paragraphs (d) and (e).

7. Miscellaneous

- a) Financing Obligation. This MOU does not obligate either Party to provide financing or fund-raising support of any sort.
- b) Successors and Assigns. This MOU or any of the rights or obligations of either Party hereunder may not be assigned, in whole or in part, by either Party without the prior written consent of the other.
- c) Relationship. Nothing in this MOU shall be construed to create a relationship between the Parties of agency, partnership, joint venture, employment, legal representative or any other similar arrangement, or to render either Party liable for any debts or obligations incurred by the other.
- d) Responsibility. Each Party is responsible for the safety and conduct of its staff or of any person that it may retain to carry out the activities described in this MOU and to comply with the provisions of this MOU. Except for the indemnities provided in paragraph (e) below, neither Party shall, in any circumstances or for any reason, be held liable for loss or damage sustained or caused by any of other Party's employees, contractors or agents. In no event shall a Party be liable or responsible to the other Party for indirect, special, incidental, punitive, or consequential damages (including lost profits or lost savings), even if a Party is informed of their possibility.
- e) Indemnification. Each Party agrees to indemnify the other Party and the other Party's officers and trustees, including the cost of defense, for any claim made against any of them arising out of the first Party's acts or omissions which is negligent or willful misconduct in the performance under this MOU, of a material breach of this MOU or of any third party claims of infringement of proprietary rights.
- f) Amendments. No amendment of this MOU is valid unless in writing and signed by both Parties.
- g) Additional collaborations. Both Parties acknowledge that the other Party may, in pursuing the objectives of their respective projects, seek to collaborate with additional third parties. Each Party will, as it deems appropriate, inform the other Party in due time on further collaboration partners in the context of the projects that are covered under this MOU. Collaboration with third parties shall not be restricted by this MOU. Information relevant to the objectives of this MOU generated by either Party in collaboration with a third party shall not be covered by this MOU, but may be made available with written consent by the additional Collaborating Party.

4. Annexes

1. Specific work once agreed to may be attached as an Annex to this MOU.
2. Such Annex shall form an integral part of this MOU and, unless expressly provided otherwise, a reference to this MOU includes a reference to any such Annex.

5. Duration, entry into force, amendments and termination

1. The duration of this MOU shall be five years, renewable for such further period and as may be agreed between the Parties.
2. This MOU shall enter into force on the date the last Party signs.
3. This MOU may be amended by agreement in writing between the Parties.
4. Either Party may terminate this MOU by giving three months' written notice to the other. Upon termination of this MOU, the Parties will cooperate to bring their relationship to an orderly conclusion. If the Parties have entered into separate agreements under this MOU, termination of these agreements is governed by the terms and conditions specified in these separate agreements and the terms of this MOU will survive only to the extent necessary for the interpretation of these underlying separate agreements.



Mr. Kosi Latu
Acting Director General
SPREP



Dr. Stacy Jupiter
Director, Melanesia Program
Wildlife Conservation Society

Date: 14/05/2015

Date: 6/11/2015