

# MEMORANDUM OF UNDERSTANDING (MOU)

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between

**The Global Green Growth Institute (GGGI)**

and

**The Secretariat of the Pacific Regional Environment Programme (SPREP)**

(together, "the Parties")

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**GGGI** is an international organisation established in 2012 by the Agreement on the Establishment of the Global Green Growth Institute among its members with its headquarters in Seoul, Republic of Korea. The primary objective of GGGI is to promote sustainable development in developing and emerging countries, including the least developed countries, through a development approach that seeks to deliver economic growth that is both environmentally sustainable and socially inclusive.

**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 GGGI 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 GGGI.
2. Within this framework the Parties will consult in an effort to collaborate on the activities they identify as requiring implementation in order to fulfil their respective objectives and purposes.

### 2. Areas and activities of collaboration

1. The Parties agree, to the extent possible, but without limitation, to cooperate to support developing and emerging economies in the following areas:
  - a. Strengthening national, sub-national and local green growth planning, financing and institutional frameworks;

- b. Increasing green public and private investment flows to convert green growth strategies and investment plans into implementable action;
  - c. Improving south-south cooperation and evidence-based knowledge sharing on green growth and sustainable development; and
  - d. Advancing thought leadership to advance the theory and practice of green growth, drawing upon evidence from both the public and private sectors.
2. Furthermore, the Parties agree, to the extent possible, but without limitation, to:
- a. Consult each other on policy matters of mutual concern;
  - b. Exchange information on developments and current activities in relation to the environment and green growth;
  - c. Extend to each other standing invitations to be represented by observers at appropriate meetings, including the annual SPREP Meeting, the Global Green Growth Week and others and to co-sponsor relevant meetings;
  - d. Collaborate and support awareness-raising efforts in relation to the environment and green growth;
  - e. Collaborate on the implementation of global and regional priorities in relation to the environment and green growth;
  - f. Collaborate and support capacity building initiatives in relation to the environment and green growth;
  - g. Cooperate in the establishment and implementation of the Regional Pacific Nationally Determined Contributions (NDC) Hub;
  - h. Keep each other informed of co-operative activities undertaken pursuant to this MOU; and
  - i. Other areas and activities as may be agreed between the Parties.

The Parties' cooperation and collaboration in the above areas and on activities agreed to between the Parties shall be subject to the respective mandate, objectives, functions, policies and procedures of the Parties.

### **3. Acknowledgement, Use of Institutional Emblems, and Publication**

- 1. The Parties shall take appropriate action to acknowledge each Party's contributions to any activities under this MOU in all outputs, in any information given to the press or media, in notifications and reports to the donors or beneficiaries, as well as on their public websites, professional, and social networks.
- 2. Any use of emblems of each Party in documentation related to cooperation will be in accord with the current policies of such Party concerning such usages.
- 3. This MOU and any information related to it may be disclosed to the public by either Party in accordance with that Party's disclosure policy.

### **4. Confidentiality**

- 1. Each Party shall keep in strict confidence all Confidential Information obtained from or disclosed by the disclosing Party pursuant to or in connection with this MOU and shall not disclose or permit its representatives to disclose such information to any third party, unless such disclosure is mutually agreed by the Parties or is otherwise required in accordance with GGGI's Disclosure

Policy which can be found at <http://gggi.org/policy-documents/>. "Confidential Information" means all information identified as confidential or proprietary by the disclosing Party or that ought reasonably under the circumstances to be treated as confidential or proprietary.

## **5. Integrity, Ethics, Environmentally and Socially Sustainable Practice**

1. The Parties recognize their mutual commitments to ensure integrity and ethics in all its operations and expect all staff, consultants, contractors or other partners or representatives working with either Party or in any of the activities under or connected to the MOU to promote and adhere to the highest ethical standards.
2. Each Party undertake to comply with and ensure that all aspects of the activities under this MOU are carried out in accordance with GGGI's Anticorruption Policy (the "Policy"), available on <http://gggi.org/policy-documents/> or with SPREP's equivalent policies including the SPREP Values and Code of Conduct, as applicable. The Parties undertake to take all necessary action to prevent and detect such activities prohibited under the Policy within its organization and its activities and operations, and to pursue, by all appropriate means, any such practices whenever identified. Each Party undertakes to promptly inform the other Party of any allegation or finding of practices prohibited under the Policy in connection with the activities under or related to this MOU.
3. The Parties shall, in the course of or in relation to this MOU, make their best efforts in good faith to refrain from any act or omission that would be environmentally and socially harmful, and at all times be in compliance with all environmental, health and safety laws of relevant jurisdictions and observe any applicable international environmental, health and safety conventions and agreements. For this purpose, each Party shall endeavour to ensure that all aspects of the activities under this MOU are carried out in accordance with GGGI's Sustainability and Safeguards Rules (available on <http://gggi.org/policy-documents/>) or with SPREP's equivalent policies including the SPREP Values and Code of Conduct, as applicable.
4. The Parties undertake to commit to the principles of the UN Global Compact ([www.unglobalcompact.org/AboutTheGC/TheTenPrinciples/index.html](http://www.unglobalcompact.org/AboutTheGC/TheTenPrinciples/index.html)).

## **6. 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. Accordingly, this MOU does not constitute or create, and is not intended to create, rights or obligations under domestic or international law and will not give rise to any legal process and will not be deemed to constitute or create any legally binding or enforceable rights or obligations, expressed or implied.
2. Each Party's actions under this MOU shall be considered to be that Party's sole and separate action for all purposes, including liability, and neither Party shall claim to be acting on behalf of, or as agent for, the other Party to this MOU.
3. The following focal points shall be designated by each Party who will serve as primary contact persons for their respective institution. These focal points will ensure regular and effective communication between the Parties and will facilitate direct cooperation with the substantive units.

*For GGGI*

*Katerina Syngellakis  
Pacific Regional Representative*

*For SPREP*

*Espen Ronneberg  
Climate Change Adviser*

Email: [katerina.syngellakis@gggi.org](mailto:katerina.syngellakis@gggi.org)

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Head of Partnerships

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Email: [partnerships@gggi.org](mailto:partnerships@gggi.org)

E-mail: [espenr@sprep.org](mailto:espenr@sprep.org)

Anthony Talouli

Pollution Adviser

Email: [anthonyt@sprep.org](mailto:anthonyt@sprep.org)

Tel: +685 21929

Fax: +685 20231

If there is a change in the designated focal point, notice shall be provided to the other party without delay.

4. Each Party shall carry out its responsibilities and obligations under this MOU in accordance with its regulations and rules applicable to it, and, unless separately agreed upon in writing, bear its own costs with respect to the implementation of this MOU. In executing this MOU, neither Party necessarily commits to any financial obligation in relation to activities to be carried out under this MOU.
5. Any dispute arising from the interpretation or application of this MOU shall be settled amicably through consultation or negotiations between the Parties.
6. Nothing in this MOU shall in any way constitute or imply a waiver, renunciation, termination, or modification by GGGI or SPREP of any of its privileges, immunities or exemptions granted by any applicable convention or under international law or any applicable law.

#### **7. Supplementary Arrangement**

This MOU may be supplemented by separate agreements or exchange of letters to detail the scope and financial arrangements for specific programs, projects, and activities.

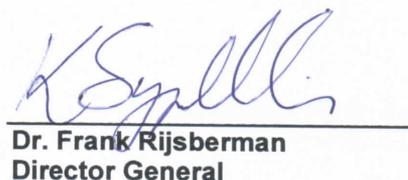
#### **8. Duration, entry into force, amendments and termination**

1. The duration of this MOU shall be five years, renewable for such further period and as may be agreed between the Parties in writing.
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.

**IN WITNESS WHEREOF**, the undersigned, being duly authorized thereto, have signed the present MOU in the English language, in duplicate on the dates specified below:

  
\_\_\_\_\_  
Mr. Kosi Latu  
Director General

Date: 23/8/18

  
\_\_\_\_\_  
Dr. Frank Rijsberman  
Director General

Date: 23/8/2018



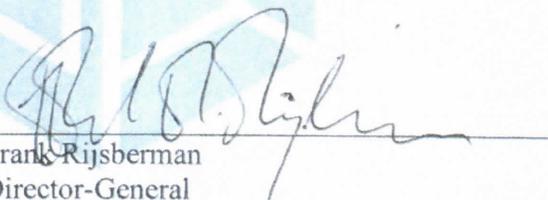
## DELEGATION OF AUTHORITY

I, Frank Rijsberman, the Director-General of the Global Green Growth Institute ("GGGI"), hereby delegate to Katerina Syngellakis, the Pacific Regional Representative of GGGI, the authority to sign in my name and on my behalf the Memorandum of Understanding between GGGI and the Secretariat of the Pacific Regional Environment Programme (SPREP).

The authority delegated is not subject to sub-delegation without my prior and express written consent.

This delegation of authority shall be effective from 20th August 2018 through (and including) 24th August 2018.

GIVEN under my hand this 20th day of August 2018  
in Seoul in the Republic of Korea



Frank Rijsberman  
Director-General  
Global Green Growth Institute  
Seoul, Republic of Korea

Global  
Green Growth  
Institute