



SPREP

Secretariat of the Pacific Regional
Environment Programme



SPREP
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ACTION OFFICER

MEMORANDUM OF UNDERSTANDING (MOU)

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between

Meteo-France

and

The Secretariat of the Pacific Regional Environment Programme (SPREP)

(together, "the Parties")

Scanned 30/01
by [signature]

This Memorandum of Understanding (MOU) is entered into effect on the last date of the final signature between Meteo-France and the Secretariat of the Pacific Regional Environment Programme, hereinafter referred to as "SPREP" (collectively hereinafter referred to as "the Parties").

Meteo-France is the national meteorological Service of France, whose principal place of business is situated at 73 avenue de Paris, 94 165 Saint-Mandé cedex, France, represented by Jean-Marc Lacave, Chief Executive Officer.

SPREP is a regional, inter-governmental 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. In the fields of meteorology and hydrology, SPREP collaborates closely with WMO Office based in Apia (Samoa), under the Pacific Meteorological Desk Partnership, to coordinate activities in the Pacific.

Whereas SPREP and Meteo-France have mutual interests in relation to the coordination, development, and practical application of climate science and services to support resilient planning and development in the Pacific region...

The Parties have reached the following understandings:

1. Objectives

Based on the principles of equality and reciprocity, this MOU serves as a general framework for cooperation between the two Parties and is intended to facilitate development of specific future opportunities for more specific programs of collaboration.

Accordingly, the main objectives of this Memorandum of Understanding (MOU) are to:

1. Provide a commitment of intent to encourage and support enhanced coordination and collaboration to promote and provide technical support and capacity development opportunities for the Meteorological Services in the Pacific and other areas of mutual interest and benefit to both Parties;
2. Provide a platform for building and maintaining a productive and trusted partnership for exchange of information and strengthened and sustained collaboration on development and delivery of weather services, observations, climate science, and services knowledge and capacity for the Pacific region as an initial focus, and
3. Facilitate discussions on other areas of mutual interest to pursue in the future.

2. Collaborative Activities

The Parties agree to commit to the pursuit of future partnership opportunities subject to the availability of resources to support and maximize efficiency and effectiveness in the pursuit of a shared objectives. These future opportunities for collaboration include, but are not limited to, the following:

1. Explore collaborative opportunities to deliver on shared objectives under the Pacific Climate Change Centre based at SPREP
2. Coordinate and jointly support awareness-raising efforts, implementation of the Pacific Island Meteorological Strategy 2017-2026, the Pacific Roadmap for Strengthened Climate Services 2017-2026, the Framework for Resilient Development in the Pacific and other regional priorities, capacity-building initiatives in relation to the environment, with initial emphasis on weather services, climate science, information and products.
3. Organization of relevant capacity development opportunities targeting National Meteorological and Hydrological Services (NMHSs)
4. Consult each other on relevant strategic policy, planning, priorities, stakeholder engagement, programming, partnership opportunities and other associated matters of mutual interest, with initial emphasis on weather services, marine and ocean services, and climate variability, extremes and change.
5. *Extension* of standing invitations to participate in meetings, including the Pacific Ministerial Meeting on Meteorology, the Pacific Meteorological Council Meeting, Pacific Island Climate Outlook Forum (PICOF) and other regional/inter-regional strategic planning meetings as appropriate.
6. Co-sponsor/convene relevant meetings and associated stakeholder engagements as part of donor-funded activities in the Pacific.
7. Keep respective memberships informed of co-operative activities undertaken pursuant to this MOU.

8. Participate and support the Regional Climate Initiative in the Pacific region to deliver the much needed services for the NMHSs
9. Promote coordination and engagement with other relevant research partners, regional organisations (among them WMO Regional Association V), and other stakeholders beyond the Pacific region to leverage and contribute towards more coordinated and strengthened climate science and services, globally.

3. Operational Provisions

1. This MOU constitutes an expression of shared intention of the Parties to endeavor to develop foundations for achieving their shared objectives relating to the protection of the environment, with initial emphasis on addressing the impacts of climate variability, extremes and change, and developing and strengthening the capacity of systems, institutions, organisations and individuals concerned with environmental protection in the Pacific region.
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. This MOU is not governed by international or domestic law and does not constitute, nor is it intended to be a legally binding arrangement or contract. It does not create any legally binding or enforceable obligations, express or implied. It serves only as a record of each Side's separate intention pending execution of specific agreements governing the undertaking of activities as contemplated by this document.
4. Nothing in this MOU is to be treated as creating a legally-binding partnership, agency, trust, joint venture or otherwise.
5. Any dispute, controversy or difference as to the interpretation of this Memorandum of Understanding will be settled amicably by mutual consent between the Sides
6. In executing this MOU, neither Party necessarily commits to any financial or other binding obligation in relation to activities to be carried out under this MOU.
7. The scope of activities under this MOU will be determined by availability of funds at both institutions for the types of collaboration undertaken and by such other financial assistance as may be obtained by either institution from external sources.
8. Any specific program of collaboration or sharing of confidential information will be subject to formal agreement.
9. Notwithstanding anything contained in this MOU, each Side retains its autonomy to conduct research independently of this MOU.
10. Each Side's rights, title and interest in its intellectual property and confidential information remains unaffected by the existence of this MOU.
11. Each Party will name and keep updated designated focal points, to oversee and facilitate implementation of this MOU, in association with other appropriate administrators at the respective institutions, and to co-ordinate the cooperation called for in this MOU, and as at the date of execution of this MOU:
 - Meteo-France designates Ms. Isabelle Leleu director for French Polynesia and Mr. Hugues Ravenel director for New Caledonia and Wallis-et-Futuna
 - SPREP designates Ms. Tagaloa Cooper-Halo, Director, Climate Change Resilience Division, SPREP

4. Duration, entry into force, amendments and termination

1. The duration of this MOU shall be five years, renewable for such further period subject to joint evaluation of this arrangement 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.
5. Termination will incur no liability on either Side, and will not affect any separate agreements or other legally-binding arrangements in place between the two Sides.



Mr Kosi Latu
SPREP

Date:

7th DECEMBER 2018

Mr Jean-Marc Lacave
Meteo-France

Date:

7. 12. 18
