



SPREP

Secretariat of the Pacific Regional
Environment Programme

PO Box 240, Apia, Samoa

E: sprep@sprep.org

T: +685 21929

F: +685 20231

W: www.sprep.org



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

MEMORANDUM OF UNDERSTANDING (MOU)

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between

New Zealand Centre for Environmental Law (NZCEL)

and

The Secretariat of the Pacific Regional Environment Programme (SPREP)

(together, "the Parties")

NZCEL is an independent specialist research centre, hosted by the Faculty of Law at the University of Auckland, New Zealand. Its purpose is to conduct legal and interdisciplinary research into environmental law and governance, with a focus on the implementation of sustainability into policy and law. The work of NZCEL is pursued through attendance at international and national meetings, research, publications, organization of symposia and teaching activities.

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 NZCEL have mutual interests in relation to the protection of the environment and developing and strengthening governance systems, including the strengthening of law, policy and capacity, for environmental protection in the Pacific region and globally.

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 NZCEL.
2. Within this framework the Parties will consult in an effort to collaborate on the activities they identify as relevant to their mutual purposes and requiring implementation.

2. Collaborative Activities

The Parties agree, to the extent possible, but without limitation, to:

1. Consult each other on legal and policy matters of mutual concern and interest.
2. Exchange information on opportunities, developments and current activities in relation to the environment.

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3. Extend to each other standing invitations to be represented by observers at appropriate meetings and international fora, including the annual SPREP Meeting and to co-sponsor relevant 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 in relation to the environment.
7. Keep respective memberships and institutions informed of co-operative activities undertaken pursuant to this MOU.

3. Operational Provisions

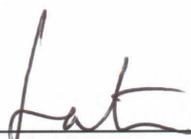
1. This MOU constitutes an expression of a shared intention of the Parties to endeavour to develop foundations for achieving their shared objectives relating to the protection of the environment and developing and strengthening governance systems, in particular law, policy and capacity, for environmental protection in the Pacific region and globally.
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. Each Party will name and keep updated focal points to co-ordinate the cooperation agreed to consistent with this MOU.
4. In executing this MOU, neither Party necessarily commits to any financial or other resource obligation in relation to activities to be carried out under this MOU.

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.

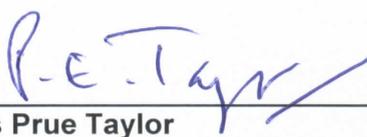
5. Duration, entry into force, amendments and termination

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.



Mr. Kosi Latu
Director General
SPREP

Date: 1st September 2017



Ms Prue Taylor
Deputy-Director NZCEL
(on behalf of Prof K. Bosselmann
Director, NZCEL)

Date: 1 September
2017