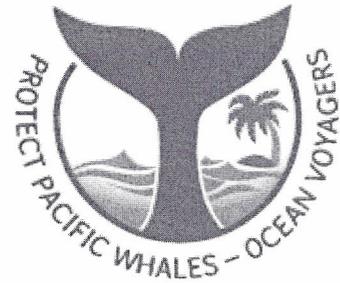




**SPREP**  
 Secretariat of the Pacific Regional  
 Environment Programme

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)

between

**The Ocean Foundation (TOF)**

and

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

(together, "the Parties")

**TOF** is an international, non-profit, public foundation (an IRC 501(c)(3) charitable corporation) in the United States focused on encouraging ocean conservation philanthropic and non-profit activity.

**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 TOF have mutual interests in relation to the protection and conservation of the marine environment, particularly in the areas of ocean acidification, climate change, and integrated governance.

**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 TOF.
2. Within this framework the Parties will consult in an effort to collaborate on the activities they identify as requiring implementation.

### 2. Collaborative Activities

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 marine environment.
3. Extend to each other standing invitations to be represented by observers at appropriate meetings, 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 marine environment.
6. Collaborate and support capacity-building initiatives relation to the marine environment.
7. Keep respective memberships 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 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. Each Party will name and keep updated focal points to co-ordinate the cooperation called for in this MOU.

Notices to TOF shall be sent to:

Mark J. Spalding, President  
 The Ocean Foundation  
 1320 19th Street, NW, 5th Floor  
 Washington, DC 20036  
 Ph: 202-887-8996 ext. 104  
 Email: mspalding@oceanfdn.org

Notices to SPREP shall be sent to:

Kosi Latu, Director General  
 SPREP  
 Vailima  
 Samoa  
 Ph: +685 21929  
 Email: kosil@sprep.org

4. In executing this MOU, neither Party necessarily commits to any financial 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.

**6. Lawfulness**

1. TOF and SPREP acknowledge that no part of this MOU is intended or obligates either part to violate local, state, federal, or international law; and acknowledge that if any part, term, or provision of this agreement shall be held void, illegal, unenforceable, or in conflict with any local, state, federal, or international law, the validity of the remaining portions shall not be affected thereby.



Mr. Kosi Latu  
Director General  
SPREP

Date: 6<sup>th</sup> October 2017



Mark J. Spalding  
President  
The Ocean Foundation

Date: 6 OCT 17

## Annex 1

### Co-hosting three regional capacity building workshops in Fiji in October and November 2017

#### Contributions and Responsibilities of The Ocean Foundation

1. TOF will serve as lead implementing partner, responsible for the overall organization of the three workshops. TOF will fully fund their staff time and airfare for this project.
2. TOF will purchase six "GOA-ON in a Box" kits, two of which will be used for the workshop and four of which will be delivered to their end users within three months of the workshop. The total estimated cost of these six kits, including shipping, is \$108,000 USD.
3. TOF also commits to funding half of all workshop logistics costs (e.g. room rental, on-site food) for a total estimated cost of \$12,250 USD.
4. TOF also commits to funding five of the six stipends for kit-recipients, for a total of \$37,500.
5. TOF also commits to funding the full cost of data management for kit recipients, with a total estimated cost of \$4,500.
6. TOF also commits to funding half of the trainer fees for the science workshop (\$8,700) and the full cost for local policy experts and advisors (\$19,000).

The total contribution of TOF to the three workshops will be approximately \$350,000 USD.

#### Contributions and Responsibilities of SPREP

1. SPREP will commit to serving as the regional logistics and implementing partner of this project.
2. SPREP will coordinate and fully fund the travel and lodging for workshop participants and trainers (with the exception for airfare for TOF staff), for an estimated cost of \$130,000 USD (15 delegates to policy workshop with four days stay; 20 delegates to science workshop – 12 with seven days stay, 8 with 14 days stay; 3 policy trainers with five days stay; 6 science trainers with approximately 18 days stay).
3. SPREP will fund half of all workshop logistics costs (e.g. room rental, on-site food) for a total estimated cost of \$12,250 USD. SPREP will also fund one of the six stipends for kit-recipients, for a total of \$7,500.
4. SPREP will fund half of the trainer fees for the science workshop, for a cost of \$8,700. The total contribution of SPREP to the three workshops will be approximately \$160,000.
5. SPREP will follow all local labor and insurance laws and regulations.
6. SPREP commits to working with TOF to ensure all commitments are fulfilled.