

**M. E. I. D. E. C. C**

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**To** : CEO for MEIDECC  
**From** : Director of Environment  
**Date** : 25 July 2019

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**Subject: Request Endorsement for the GEF6 Regional Invasive Project - MOU between SPREP and MEIDECCC Tonga**

I submit herewith the Memorandum of Understanding (MOU) between the Ministry of MEIDECC, Tonga and The Secretariat of the Pacific Islands Regional Environment Programme-SPREP, with regarding the **GEF6 Regional Invasive Project**.

The purpose of this MOU is to provide a framework of cooperation between the Parties in the fields of Biodiversity, waste management, environmental governance and in the Kingdom of Tonga and more widely in the Pacific Islands Region on the basis of climate change equality and mutual benefit.

Your kind consideration and endorsement is highly appreciated.

Malo,

  
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Sione Tukia Lepa  
Acting Director for Environment

**Recommendation:**

Approved / Discuss / Not Approved

  
\_\_\_\_\_  
**Paula Ma'u.**  
Chief Executive Officer for MEIDECC

## MEMORANDUM OF UNDERSTANDING (MOU)

### MEMORANDUM OF UNDERSTANDING (MOU)

between

**Ministry of Meteorology, Energy, Information, Disaster Management, Environment,  
Climate Change and Communications (MEIDECCC); The Government of Tonga**

and

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

(together the Parties)

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**The Kingdom of Tonga**, is a Polynesian sovereign state and constitutional monarchy comprising 169 islands, of which 36 are inhabited. The total surface area is about 750 square kilometers scattered over 700,000 square kilometers of the southern Pacific Ocean. Tonga has a population of 100,651 people, of whom 70% reside on the main island of Tongatapu.

**SPREP** is a regional, intergovernmental organisation comprising 26 members consisting of 21 Pacific Island Countries and Territories and 5 developed countries with direct interests in the Pacific Islands Region. SPREP's mandate is to promote co-operation in the Pacific Islands Region and to provide assistance in order to protect and improve its environment and to ensure sustainable development for present and future generations.

**Whereas** the Department of Environment and Climate Change (ECC) under the Ministry of Meteorology, Energy, Information, Disaster Management, Environment, Climate Change and Communications (MEIDECCC) is the lead agency for this project in the Kingdom of Tonga. ECC has a mandate to ensure the protection and proper management of the environment and the promotion of sustainable development.

**The Parties** agree as follows:

#### 1. Purpose

This MOU formally recognizes the intent of SPREP and MEIDECCC to work together on environmental issues.

The purpose of this MOU is to provide a framework of cooperation between the Parties in the fields of biodiversity, waste management, environmental governance and in the Kingdom of Tonga and more widely in the Pacific Islands Region on the basis of climate change equality and mutual benefit.

## **2. Objectives**

The objective of this MOU is to develop a partnership between the two organisations that will, as far as possible, and without limitation:

- Enhance the conservation and management of biodiversity.
- Enhance waste management and pollution control.
- Enhance environmental governance processes and systems.
- Enhance climate change resilience in the Kingdom of Tonga and in the Pacific Islands Region.
- Promote environmental networks within the Pacific Islands Region.
- Develop and implement projects and programmes as appropriate to meet the above objectives. In particular to implement the GEF6 "Strengthening national and regional capacities to reduce the impact of Invasive Alien Species on globally significant biodiversity in the Pacific" activities in the Kingdom of Tonga.
- Share information and resources that will improve the effectiveness of both Parties and the wider Pacific Islands Region in their attempts to conserve marine and terrestrial ecosystems and species.
- Collaborate on, participate in and support special events at regional and global levels relating to the above.

The Parties will collaborate to enhance capacity building and more broadly, assist with best practice in environmental policies and their implementation in the Kingdom of Tonga and in the Pacific Islands Region to ensure international, regional and national environmental objectives and commitments are met.

## **3. Collaborative activities**

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

- Consult each other as appropriate on environmental matters of mutual concern.
- Exchange information on developments and current activities in relation to the environment.
- Collaborate and support awareness-raising efforts in relation to the environment.
- Collaborate on the implementation of global and regional priorities in relation to the environment.
- Collaborate and support capacity-building initiatives in relation to the environment with Pacific island countries and territories in particular with the Kingdom of Tonga.
- Exchange technical information, scientific data and practical experiences regarding biodiversity management including marine protected areas issues.
- Develop activities and projects in the area of biodiversity in the Kingdom of Tonga and in the Pacific Islands Region.

Additional fields of cooperation may be added with the agreement of both Parties.

#### 4. Agreements

Specific work once agreed shall be embodied in separate agreements.

#### 5. Nature of the MOU

- i) 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 and strengthening the capacity of systems, institutions, organisations and individuals concerned with environmental protection in the Pacific region;
- ii) Unless otherwise agreed 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;
- iii) This MOU is not governed by international or domestic law and does not constitute, nor is it intended to be a legally binding arrangement, contract or relationship. It does not create any legally binding or enforceable obligations, express or implied. It serves only as a record of each Party's separate intention pending execution of specific agreements governing the undertaking of activities as contemplated by this MOU;
- iv) 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.

#### 6. Operational Provisions

- i) This MOU shall enter into force on the date the last Party signs.
- ii) This MOU may be amended by agreement in writing between the Parties.
- iii) The duration of this MOU shall be for five years, renewable for such further period as may be agreed between the Parties;
- iv) Any dispute, controversy or difference as to the interpretation of this MOU will be settled amicably by mutual consent between the Parties;
- v) Either Party may terminate this MOU by giving three months' written notice to the other.
- vi) Termination of this MOU will not incur liability for either Party, and will not affect any separate agreements or other legally-binding arrangements in place between the Parties.



Roger Cornforth  
Acting Director General  
SPREP

Date:

22/7/2019



Paula Mau  
Chief Executive Officer  
MEIDECCC

Date:

26/7/19

