

## **MEMORANDUM OF UNDERSTANDING (MOU)**

**between**

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

**and**

**The Nature Conservancy**

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This MEMORANDUM OF UNDERSTANDING (MOU) is entered into by and between The Secretariat of the Pacific Regional Environment Programme (“SPREP”) and The Nature Conservancy (“TNC”), on the basis of the following facts and circumstances:

**1. Description of collaborating organisations**

**1.1 The Secretariat of the Pacific Regional Environment Programme (“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 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.

**1.2 The Nature Conservancy (“TNC”)** is an international non-profit, non-governmental organization whose mission is to preserve plants, animals and natural communities that represent the diversity of life on Earth by protecting the lands and waters they need to survive. TNC is currently the leading non-government conservation organization working around the world to protect ecologically important lands and waters for nature and people through directly addressing the most pressing conservation threats at the largest scale. TNC works with local governments, communities, and partner organizations in over 35 countries around the world, sharing science-based and collaborative methods to ensure each region’s needs—for people and for nature—are best met. In the Pacific, TNC has established programs supporting work in Papua New Guinea, Solomon Islands, Republic of Palau, Republic of the Marshall Islands, Federated States of Micronesia, the U.S. Territory of Guam, and the U.S. Commonwealth of the Northern Marianas, and also supports the Micronesia Challenge and the Coral Triangle Initiative through their Indo-Pacific Division. TNC is currently scoping expanded assistance to the rest of the Pacific Island region.

**2. Statement of Purpose**

This MOU is intended to provide a framework for continued cooperation between SPREP and TNC, building on our history of partnership and cooperation. It does not restrict either party

from entering into other arrangements or working closely with others. It does not create any joint venture, agency, or legal partnership.

### **3. Objectives and scope**

Taking into account the complementary characteristics of their respective goals and missions and believing that mutual co-operation will benefit both organizations, SPREP and TNC agree to enter into this MOU to improve collaboration and encourage technical exchange to include but not be limited to the following areas:

#### **3.1 Conservation and management including:**

- Planning including spatial planning where appropriate and technical guidance and approaches at different scales (regional, sub-regional, national and sub-national) for cross sectoral integration of e.g. ecosystem / biodiversity, fisheries, environment, disaster reduction and resilience, forestry, mining and tourism. Identifying and addressing high priority science/data needs e.g. Rapid Ecological Assessments (REAs) and / or Rapid Biodiversity Assessments (BIORAP).
- Facilitating the process of data exchange on protected areas and other relevant ecological datasets.
- Facilitating the process of data exchange with the Regional and relevant National Environmental Data Portals, managed by SPREP and funded through the Inform Project, for use by national governments for reporting and planning.
- Building institutional and human capacity to manage, assess and use environmental data and databases for enhanced implementation and tracking of national initiatives.
- Collaboration and support to organize the Pacific Islands Conference on Nature Conservation and Protected Areas (Pacific Islands Roundtable for Nature Conservation and Protected Areas).
- Reviewing the Framework for Nature Conservation and Protected Areas 2020.
- Ecosystem based adaptation (EbA), particularly addressing high priority science needs, developing and applying site based EbA tools and applying synergistic activities for integrated management planning to support EbA implementation.
- Monitoring and evaluation including National Biodiversity Strategic Action Plans (NBSAP); National Environmental Management Strategies (NEMS); State of Environment (SoE) reporting, monitoring and measuring environmental and conservation management success, including regional assessments of both conservation and environmental condition; and Multilateral Environmental Agreements (MEA's) such as CBD, ABNJ.
- Facilitating knowledge exchanges and cross learning linkages with the Micronesia Challenge and Coral Triangle Initiative including relevant national and sub-regional initiatives, for example metrics and approaches to monitoring and reporting ecosystem condition, developing ecological, governance and social networks and capacity building for local conservation NGOs.
- Linking biodiversity and protected area conservation goals and fisheries programs more explicitly including environmental impact assessments, adaptation to climate change, particularly regarding linkages between No Take Areas (NTAs), other fisheries managements approaches [e.g. territorial use rights fisheries management (TURFs), data poor stock assessment]] and fisheries yields.
- Developing and implementing innovative sustainable finance tools and strategies to support conservation work in the Pacific Islands over the long-term.
- Building human and institutional awareness and capacity to manage terrestrial, marine and coastal zone resources in a way that balances social, economic, and ecological objectives by documenting successes and sharing experiences across the region and beyond.

- Explore potential application of Electronic monitoring to monitor marine pollution on tuna vessels.
- Facilitating knowledge exchanges and cross learning linkages with other regional bodies in the extractive sectors, such as mining and logging, including guidance on the Environmental Impact Assessment (EIA) and Environmental Impact Statement processes.

#### **4. Role of the Parties**

The respective roles of the Parties in carrying out the activities which are the subject of this MOU shall be as follows:

##### **4.1 The Secretariat of the Pacific Regional Environment Programme will:**

- Ensure that TNC is a full partner in all relevant activities and is consulted and involved as set out in Clause 3 above.
- If required will establish a separate account and record keeping to ensure clear tracking of funds for relevant activities developed under Clause 3 above.
- SPREP will communicate the establishment of this Memorandum of Understanding to all SPREP focal points and staff.

##### **4.2 The Nature Conservancy will, subject to The Nature Conservancy obtaining available funds and resources for this project:**

- Undertake to fully participate in the development, establishment and implementation of relevant activities developed under Clause 3 above.
- Provide technical advice, tools, methodologies, and expertise on biodiversity conservation and management in relation to relevant activities developed under Clause 3 above, including, as appropriate, international best practices
- Accountable for, and provide technical and narrative reports for any funds that may be received from SPREP to implement any of the activities under Clause 3 above
- TNC will communicate the MoU to all relevant TNC country and divisional offices

#### **5. Joint Responsibilities**

##### **5.1 SPREP and TNC together will:**

- Document the conservation and management activities and lessons learnt for the benefit of future conservation work in the Pacific and beyond.
- Work together with Pacific island governments to find mechanisms through development partners and industries to ensure complementarity and sustainability of conservation efforts in the Pacific island countries.
- Develop a joint workplan detailing joint activities to implement Clause 3 above, following the signing of this document. The joint workplan will be a living document which may be reviewed and updated annually as required and agreed to by both parties.

**5.2** This MoU does not spell out all details of the collaboration; it is a framework to guide SPREP and TNC. It provides a basis for existing collaboration and cooperation to continue and for new initiatives to be developed – and it does not limit the activities and flexibility of SPREP or TNC to work with others.

#### **6. Terms of the MOU**

**6.1** This MOU shall take effect upon signing by both Parties and shall remain in effect for a period of five (5) years from that date, unless earlier terminated in accordance with this MOU.

- 6.2** The MOU may be renewed at the end of this period by mutual agreement by both Parties and signature by both Parties.
- 6.3** The MOU may be amended at any time and for any reason by mutual agreement by both Parties and signature by both Parties.
- 6.4** Any Party may terminate this MOU at any time and for any reason by giving sixty (60) days prior written notice to the other Party. The parties shall ensure that any agreements entered into in connection with this MOU shall be terminable upon sixty (60) days' prior written notice.
- 6.5** Unless otherwise agreed:
- a. 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.
  - b. Nothing in this MOU is to be treated as creating a legally-binding partnership, agency, trust, joint venture or otherwise.
  - c. 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. Intellectual Property**

With respect to intellectual property matters which may arise under this MOU or any of the subsequent Task Agreements, the Parties agree as follows:

- No Party shall use the name or logo of the other Party, whether in connection with any press release or other communication related to this MOU or otherwise, except to the extent (if any) that such authority has been granted explicitly in writing by the Party whose name or logo is being used.
- Any and all reports, writings, studies, photographs (including all negatives), drawings, calculations, designs, diagrams, maps, surveys, database records, computer programs, biological or other samples, and/or other written, graphic, pictorial, digital, or scientific works, documents, or other items produced, created, or developed by a given Party (collectively in each case, that Party's "**Work Product**") shall remain the property of that Party.
- Any new Work Product developed specifically under this MOU by one Party shall remain the property of that Party but that Party shall grant to the other Party an irrevocable, non-exclusive, royalty-free, perpetual license to use, publish, reproduce, and/or distribute such Work Product for non-commercial purposes consistent with its Mission.

## **8. Responsibility for Employees, Agents, Invitees, and Activities.**

- 8.1** Except to the extent (if any) otherwise explicitly stated in this MOU or in an applicable Task Agreement, each Party shall utilize its own resources in carrying out its obligations under this MOU and/or any applicable Task Agreement, and shall retain all responsibility for its own activities, and those of its employees, agents, and invitees, which shall include (but not necessarily be limited to) full responsibility for:
- any and all payments due to such employees, agents, or invitees, whether denominated as salaries, stipends, contract payments, or otherwise;
  - any and all applicable health care coverage, worker's compensation insurance, other insurance, and other benefits for such employees, agents, or invitees;
  - any and all travel, expense, or other reimbursements due to such employees, agents, or invitees;

- any and all claims by or with respect to such employees, agents, or invitees, or their actions, whether related to damage or injury to persons or property, or otherwise; and (5) ensuring compliance by such employees, agents, and invitees with all Applicable Laws, including (but not limited to) the obtaining and maintaining in force of any and all required permits and or licenses.

8.2 Further, each Party agrees that it will be responsible for its own acts and the results thereof, and shall not be responsible for the acts of the other Party or the results thereof. Each Party, therefore, agrees that to the extent it may legally do so, it shall assume all risk and liability to itself, its officers, employees or agents, under this MOU, for any claims, damages, losses, judgments, expenses or other costs including litigation costs and attorney's fees, arising out of, in connection with, or resulting at any time from any and all causes due to any act or acts, negligence, or failure to exercise proper precautions, of or by itself, or its own officers, employees or agents, in the performance of this MOU.

9. **Financial arrangements**

The parties acknowledge and agree that this MOU does not create any financial or funding obligation on either party, and that such obligations shall arise only upon joint execution of a subsequent agreement or work plan (Attachment 1, which shall include a budget) subject to each party's policies and procedures that specifically delineates the terms and nature of such obligations and that references this MOU. Such subsequent agreements or work plans, and budgets, will be subject to funding being specifically available for the purposes outlined therein.

10. **Duration, entry into force, amendments and termination**

The Parties hereto have caused this Memorandum of Understanding to be executed and will enter into force on the date the last party signs.

For and on behalf of the SECRETARIAT  
FOR THE PACIFIC REGIONAL  
ENVIRONMENTAL PROGRAMME (SPREP)

For and on behalf of THE NATURE  
CONSERVANCY (TNC)

  
for Kosi Latu  
Director General

  
Trina Leberer  
Pacific Division Director

Date: 15/3/19

Date: 15 April 2019

## **Attachment 1**

### **Work Plan and Timetable**

A work plan and indicative timetable for activities which fall under the scope of this MOU will be formulated as a joint working session following the signing of this document. The work plan will, as far as possible, operationalise sections of this MoU in particular:

- Section 3. Objectives and scope
- Section 4. Role of the Parties
- Section 5. Joint Responsibilities