

MEMORANDUM OF UNDERSTANDING

Between

THE GOVERNMENT OF THE INDEPENDENT STATE OF PAPUA NEW GUINEA

AND

**THE SECRETARIAT OF THE PACIFIC REGIONAL ENVIRONMENT
PROGRAMME**

ON COOPERATION IN THE FIELD OF CLIMATE CHANGE

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The Government of the Independent State of Papua New Guinea and the Secretariat of the Pacific Regional Environment Programme, hereinafter referred to individually as a "Participant" and collectively as "the Participants":

DESIRING to ensure better regional and national adaptation and mitigation responses to climate change challenges facing Pacific Island Countries;

RECOGNIZING mutual interests in relation to the protection of the environment and developing and strengthening systems, institutions, organisations and individuals concerned with environmental protection in Papua New Guinea as well as the Pacific Islands region; and

PURSUANT TO the prevailing laws and policies governing each Participant,

HAVE REACHED the following understanding:

PARAGRAPH 1

THE PARTICIPANTS

Implementation of this Memorandum of Understanding (**MOU**) will be facilitated through:

- (a) The Government of the Independent State of Papua New Guinea (PNG) through the Climate Change Development Authority (**CCDA**), as the mandated State Agency responsible for the promotion and management of sustainable development of climate change mitigation and adaptation action; and
- (b) The Secretariat of the Pacific Regional Environment Programme (**SPREP**) as a regional, intergovernmental organization 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.

PARAGRAPH 2

PURPOSE AND OBJECTIVES

The purpose of this MOU is to provide the framework for cooperation between the Participants in order to achieve the following objectives:

- (a) Enhance climate change resilience, to:
 - i. deliver climate compatible and climate smart actions for PNG.
 - ii. mitigate greenhouse gas emissions through REDD+ and low carbon emission initiatives.
 - iii. empower people to be more resilient and reduce vulnerability to impacts of climate change.
 - iv. promote feasible and sustainable economic activities through appropriate and applicable technology in PNG
- (b) Enhance environmental governance processes and systems, especially as they relate to the impacts of climate change; and
- (c) Promote and strengthening climate change and environmental networks within the Pacific Island region;

PARAGRAPH 3

AREAS OF COOPERATION

To achieve the purpose and objectives of this MOU, the Participants will endeavour to cooperate in the following areas:

- (a) implementation of joint activities and projects where SPREP has been funded by donors to manage and/or implement projects;
- (b) participation in relevant project steering committees, technical advisory panels and other project related meetings;

- (c) actively engage and assist in the implementation of all donor funded projects which PNG is participating in through the provision of logistical, and other support facilitated within its jurisdiction;
- (d) collection and management of data in accordance with agreed data strategies and standards;
- (e) sharing of information and resources to improve the effectiveness of the Participants and the wider Pacific Islands region;
- (f) collaboration on, participation in and support of special events at the regional and global levels relating to these objectives;
- (g) collaboration to enhance capacity and promote best practice in climate change policies and their implementation in Papua New Guinea and the Pacific Islands region to ensure compliance with international, regional and national environmental objectives and commitments; and
- (h) other areas as mutually determined by the Participants.

PARAGRAPH 4

NATURE OF THE MOU

- (1) Unless determined otherwise, each Participant's actions under this MOU shall be considered to be that Participants sole and separate action for all purposes, including liability, and neither Participant shall claim to be acting on behalf of, or as agents for, the other Participant under this MOU.
- (2) This MOU is not intended to create 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 Participant's separate intention pending execution of specific agreements governing the undertaking of activities under the auspices of this MOU.
- (3) This MOU constitutes an expression of mutual good faith by the Participants who commit to carrying out their responsibilities to the best of their abilities. Nothing in this MOU shall render either Participant liable for any debts or obligations incurred by the other.

PARAGRAPH 5

IMPLEMENTING ARRANGEMENTS

- (1) Specific collaborative work, and especially donor-funded project activities, shall, once mutually determined by the Participants, be implemented through service level agreements, letters of agreement or other instruments or modalities as may be determined by the Participants.
- (2) Such Implementing Arrangement will form an integral part of this MOU and its implementation.

PARAGRAPH 6

EXPENSES AND FUNDING ARRANGEMENTS

The funding arrangements for cooperative activities under the auspices of this MOU will be as mutually determined by the Participants.

PARAGRAPH 7

DISPUTE SETTLEMENT

Any dispute or difference that arise relating to the implementation or interpretation of this MOU will be resolved in an amicable manner through consultation.

PARAGRAPH 9

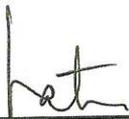
ENTRY INTO FORCE, DURATION, AMENDMENT & TERMINATION

- (1) This MOU enters into force upon signature by both Participants and shall remain in force for a period of five (5) years, and may be reviewed and/or extended as mutually determined by the Participants.
- (2) This MOU may be terminated at any time by either Participant giving three (3) months written notice prior to the intended date of termination.
- (3) Termination of this MOU will not incur liability for either Participant and will not affect any separate agreements or other legally binding arrangements in place until such a time as they are completed, or otherwise mutually determined by the Participants.

IN WITNESS WHEREOF, the undersigned being duly authorized thereto by their respective governments have signed this MOU.

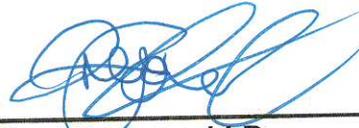
Signed for and on behalf of the
**Secretariat of the Pacific
Regional Environment
Programme**

Signed for and on behalf of the
**Independent State of Papua New
Guinea**



**Kosi Latu
Director General
SPREP**

Date: 27/10/2020



**Ruel Yamuna, LLB
Managing Director
CCDA**

Date: 03/11/20