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MEMORANDUM OF UNDERSTANDING (MOU)

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Between

The Government of Niue, herein represented by the Department of Environment (DOE) of the Ministry of Natural Resources (MNR)

and

The Secretariat of the Pacific Regional Environment Programme (SPREP)

(Together, "the Parties")

The Government of Niue through its Department of Environment (DOE) of the Ministry of Natural Resources (MNR) have joined 7 other Pacific Island Countries in participating in the Minamata Initial Assessment (MIA) project as part of their obligation to the Minamata Convention on Mercury. The Project is implemented by the UN Environment Programme (UNEP), and executed regionally in the Pacific by the Secretariat of the Pacific Regional Environment Programme (SPREP).

UNEP is an agency of United Nations and coordinates its environmental activities,

assisting developing countries in implementing environmentally sound policies and practices. As implementing Agency, and in accordance with the GEF Instrument, UNEP is accountable

to the GEF Council for GEF-financed activities and in ensuring these activities are carried out in

accordance with GEF policies, criteria, and procedures. The MIA project is a GEF-financed project.

The DOE of the MNR on behalf of the Government of Niue is mandated to protect and manage the natural environment of Niue to support sustainable development while simultaneously, contributing to enhancing human health. This is an important basis for achieving a sustainable balance between the country's economy and its natural environment. Improved and enhanced coordination of all international and regional environmental programs and activities on these, is critical.

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 to protect and improve its environment and to ensure sustainable development for present and future generations.

This Memorandum of Understanding ("MOU") between SPREP and the DOE is to reaffirm all parties' commitment to continue the work agreed to and covered under the MIA project. Included in this work is facilitation of monitoring, facilitating and usage of funds allocated by GEF through UNEP to DOE.

SPREP and DOE of the MNR have mutual interests in relation to the protection and management of the environment and developing and strengthening systems, institutions, organizations, and individuals concerned with environmental protection and management in the Pacific region.

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 the DOE in relation to the Pacific Minamata Initial Assessment (MIA) Project

2. The MOU also sets out the roles and responsibilities of each party linked to ensuring the successful execution of the project activities detailed in the work plan as attached in Annex 1 to this MOU

2. Collaborative Activities

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

1. Nominate Focal Points to coordinate the cooperation called for in this MOU.
2. Consult each other on a monthly basis on the execution of this MOU and the record of monthly meetings to be circulated by SPREP.
3. Finalize and submit authorized and verified quarterly expenditure and narrative reports to UNEP.
4. Collaborate and support awareness-raising efforts in relation to the management of mercury.
5. Collaborate and support capacity-building initiatives in relation to the management of mercury.
6. Collaborate and support data collection.
7. Keep all stakeholders informed on co-operative activities undertaken pursuant to this MOU.

3. Roles and responsibilities

Now, therefore, it is hereby agreed by and between both parties that:

1. DOE of the MNR will undertake the following:

- DOE will be the national operational focal point for planning, coordinating, and implementing activities of the project in Niue.
- DOE will nominate a suitable point of contact for the purpose of coordinating the responsibilities of MNR under this MOU
- DOE will convene and chair a Steering Committee for the purpose of guiding the implementation of the national elements of the project in Niue.
- DOE will recruit a National Project Coordinator, a Legal Consultant and Data Expert to execute activities specified in their terms of references.
- DOE will provide on the ground support and to facilitate the work of the international consultant during visits to Niue.

- DOE will implement other relevant activities that are specified in the Annual Work Plan jointly developed by both Parties. Such activities include workshops and meetings.
- DOE will send signed progress and expenditures to SPRREP on a quarterly basis.

2. SPRREP will undertake the following:

- SPRREP will recruit an International Consultant to undertake activities specified in the work plan.
- SPRREP will draft Terms of References for a National Project Coordinator, National Legal Consultant, and a Data Expert.
- SPRREP will provide funds to enable DOE to recruit a National Project Coordinator, National Legal Consultant and a Data Expert and cover the additional costs related to their work as specified in the budget attached.
- SPRREP to facilitate transfer of funds of USD36,500 for Niue Project related Activities.
- SPRREP will review CVs and credentials of applicants applying to national consultants' roles before recruitment by DOE. SPRREP will also validate the recruitment of consultants.
- SPRREP will provide technical support to DOE to implement the project through the engagement of an international consultant.
- SPRREP will review the training provided by the international consultant to ensure it meets the requirements of the project.
- SPRREP will validate the agenda of each visit by the international consultant before the commencement of visits.

4. Annexes

1. Annex 1 provides the detailed work plan for the parties in this MOU.
2. Annex 2 provide the detailed budget

These Annex shall form an integral part of this MOU and unless expressly provided otherwise, a reference to this MOU includes a reference on any such Annex.

5. Duration, entry into force, amendments, and termination

1. This MOU shall be valid until 30th June 2022, renewable for such further period may be agreed between Parties.
2. This MOU may be amended by agreement in writing between the Parties.
3. This MOU will enter into force on the date the last Party signs.
4. Either Party may terminate this MOU by giving three months written notice to the other.

Mr. Kosi Latu
Director General
SPREP

Date: 24/7/2020

Ms Peleni Talagi
Secretary to Government
Government of Niue

Date: 24/08/2020