



SPREP

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The Pacific environment, sustaining our livelihoods and natural heritage in harmony with our cultures.

MEMORANDUM OF UNDERSTANDING (MOU)

File No.: AP 2/17/3

Date: 5 April 2017

between

Blue Planet Marine (BPM)

and

The Secretariat of the Pacific Regional Environment Programme (SPREP)

(together, "the Parties")

BPM is a leading environmental research and consulting firm providing expert scientific service in the Australian, New Zealand, South Pacific, Asian, sub-Antarctic and Antarctic marine environments. BPM's work focuses on the identification and management of environmental impacts on marine megafauna. Operating since 2002, BPM works with a variety of clients including: research, government, non-government organisations, and the resources industry.

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 BPM have mutual interests in relation to the protection of the marine environment and developing and strengthening systems, institutions, organisations and individuals concerned with environmental protection and management of marine megafauna 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 BPM.
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 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 environment.
6. Collaborate and support capacity-building initiatives relation to the environment.
7. Keep respective memberships informed of co-operative activities undertaken pursuant to this MOU.

3. Operational Provisions

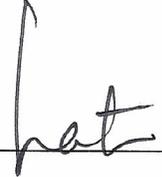
1. This MOU constitutes an expression of a shared intention of the Parties to endeavour to develop foundations for achieving their shared objectives relating to the protection of the environment and developing and strengthening systems, institutions, organisations and individuals concerned with environmental 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.
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.



Kosi Latu
Director General
SPREP

Date: 6 April 2017



David Paton
Director, BPM

Date: 6 April 2017



Annex 1 - Work Programme

1. Collaboration in the implementation of surveys for marine biodiversity, including but not limited to:
 - Rapid biodiversity assessments (BIORAPs);
 - Surveys for large marine megafauna, such as whales, dolphins, turtles and dugongs;
 - Mapping of potential Marine Protected Areas.
2. Investigations into the impacts of anthropogenic activities (such as noise) on marine megafauna.
3. Development of Environmental Impact Assessments where requested by SPREP members.
4. Advice on the development of strategic planning and policies for reducing impacts of anthropogenic activities on marine megafauna.
5. Provision of vessels for research, equipment and technical advice for conservation and management programmes involving marine megafauna.