



MEMORANDUM OF UNDERSTANDING (MOU)

between

The Pacific Community (SPC)

and

The Secretariat of the Pacific Regional Environment Programme (SPREP)

(together, "the Parties")

The Pacific Community (hereinafter called 'SPC') is the principal scientific and technical organisation in the Pacific region, proudly supporting sustainable development since 1947. It is an international intergovernmental organisation owned and governed by its 26 Member States and Territories. SPC works across more than 25 development sectors supporting the well-being of Pacific people through the effective and innovative application of science and knowledge, guided by a deep understanding of Pacific Island contexts and cultures.

The Secretariat of the Pacific Regional Environment Programme (hereinafter called 'SPREP') is a regional, intergovernmental organisation comprising 26 members consisting of 21 Pacific island countries and territories and five metropolitan 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 SPC and SPREP are intergovernmental organisations with common membership sharing common challenges and issues and working towards beneficial outcomes for their island members;

Preamble

The undersigned,

- Conscious that SPC and SPREP provide their members with advisory, capacity building (training) and research services in programme areas under their respective mandates, including scientific, technical, economic, social, educational, policy and strategic services to support, enhance, complement and supplement each member's capacity to achieve national and regional development outcomes agreed to by Pacific leaders;
- Acknowledging that in some areas both organisations have clear complementary roles to play – such as in climate change, energy and natural resource management – which together contribute to a holistic and sustainable solution, highlighting the importance of maximising cooperation and synergies and minimising the potential for overlap;
- Noting that both organisations also work with many other key stakeholders at national, regional and international levels to support members in many areas of mutual responsibility;

- Desiring to develop collaborative approaches in programmes and projects to signal to donors and members that SPREP and SPC are committed to transparent and enhanced cooperation with each other to better serve the priorities of their member countries and territories, in which both organisations have a mutually reinforcing role;
- Accepting that each organisation has been designated the 'lead agency' in certain areas of importance to members for which a coordinated regional approach will add greater value to achieving each member's national development outcomes, such as energy in the case of SPC and climate change for SPREP; and
- Declaring their commitment to work closely together to maximise effective cooperation and efficiency and enhance synergies in delivering services to their mutual membership within the areas coming under their respective mandates.

This agreement is underpinned by the following principles and associated mechanisms for collaboration.

1. Objectives

1. The main objective of this MOU is to provide a framework for co-operation between SPREP and SPC.
2. Within this framework the Parties will consult in an effort to collaborate on the activities they identify as requiring implementation.

2. Principles of Collaboration

The following principles underpin this MOU,

1. **The needs and priorities of Pacific island countries and territories**, as reflected in relevant national plans and expressed at meetings of the governing bodies of SPC and SPREP, and at relevant meetings of Pacific Ministers and Leaders will underpin and guide the work of both organisations.
2. **Genuine partnership.** The collaboration is based on a genuine spirit of partnership in which the Parties seek to enhance and complement each other's efforts while building on their inherent strengths and areas of primary expertise. As such the Parties are committed to the principles of the 'one team' approach for the Pacific, following the example of the 'one CROP team' for COP preparation and participation.
3. **Mutual recognition and respect for each other's mandates.** Mutual and reciprocal recognition of each Party's role and respect for each Party's mandate are central to this MOU.
4. **Expanding the partnership beyond the two organisations.** Each organisation brings more than its own resources to the partnership. SPREP and SPC, in addition to their expertise at the regional, national and international levels, are both able to draw on and mobilise expertise through their networks to support initiatives in the Pacific region. Both organisations already participate in CROP (Council of Regional Organisation in the Pacific) working groups, which provide a valuable coordinating and technical service to member countries and territories. Through the Pacific Framework for Regionalism and other mechanisms both Parties have the ability to bring issues and priorities to the attention of Pacific island leaders. Where appropriate, combining the resources of the two organisations will magnify the impact of their assistance and the benefits to Pacific island countries and territories.

5. **Joint approach when addressing the same priority areas of work.** When both Parties are involved in the same priority area of work, a joint approach will be defined through a collaborative process that respects the core functions of each organisation and the strategies or approaches that have been defined by their respective governing bodies. The Parties agree to develop joint approaches and work plans when supporting countries, and to undertake joint consultation with countries during the development phases.
6. **New and emerging priorities or gaps.** For new or emerging priorities or where gaps are identified that require concerted and joint efforts, the Parties will consult with each other. If both express an interest in engaging, they will undertake joint assessments, leading to the development of an agreed approach or strategy to address the issues. SPC and SPREP will consult with relevant countries and other potential development partners to determine the best way for the Parties to address these priority areas.
7. **Sharing of information.** Both Parties agree to share information that is necessary to assist each Party in achieving the common purpose and principles contained in this MOU. Such information may include raw and processed data, technical data and reports, budget documents, minutes of meetings and trip reports. For joint activities, work plans and calendars of events will also be shared. Letters of agreement would be developed, as required and appropriate, to specify the extent of the collaboration, the cost sharing arrangements, the implementation modalities or the communication protocols, in the case of common projects or joint activities.
8. **Mutual support and advocacy.** The Parties will respect each other's role, will advocate on behalf of each other and will acknowledge each other's existing roles and responsibilities in specific areas. Each Party agrees to take appropriate measures to give due credit to the other Party or other organisations participating in the projects or activities it implements, whether the participating Party is providing funding, technical assistance or implementation support. To the extent possible, information provided to media agencies and to the beneficiaries of projects and activities supported as a result of this MOU and related publicity material, official notices, reports and publications, shall acknowledge the role and contributions of the Parties, participating governments, donors and other participating organisations and stakeholders.
9. **Increased effectiveness and harmonisation.** SPC and SPREP will strive to: (a) align their support to countries' national plans and harmonise their organisational process (for example, work plans; country visits; data collection, accessibility, dissemination [including common data definitions] and storage; and surveillance, monitoring and evaluation processes) to increase aid effectiveness and effective utilisation of limited resources; and (b) utilise accepted global and regional reporting tools for development of information systems as the primary bases for information collection, supplemented as necessary by specific additional information required for national/regional level policy analysis, advice and formulation, or for specific reporting requirements.
10. **Joint resource mobilisation.** SPC and SPREP agree, subject to their respective regulations and within their capacity and resources, to make joint efforts for the mobilisation of financial and other resources, and institutional support, from potential development partners and financial institutions and Funds. Each Party shall provide and privilege, as and when considered necessary, the technical assistance required for the formulation and implementation of projects or other jointly agreed activities, in accordance with its regulations, rules, policies and capacity.
11. **Innovative approaches.** The Parties will explore innovative approaches to strengthening collaboration through mechanisms such as:
 - a) Delegating implementation to the other Party and/or jointly monitoring each other's initiatives;
 - b) Funding staff of the other Party where relevant and appropriate;
 - c) Co-location of staff where relevant and agreed between the Parties;

- d) Extending the use of office space in-country or at headquarters to visiting staff from the other Party or providing longer-term hosting of each other's staff in their respective offices; and
- e) Accepting secondments and/or attachments of staff between the Parties.
- f) Preparation of joint technical reports and advice; conduct of joint workshops and activities

3. Core activity areas of the partnership

In keeping with the above principles, SPREP and SPC agree to pursue the areas of partnership contained in Annex 1 to this MOU in the first instance. Annex 1 will be updated as new or emerging areas of partnership develop over time.

4. Mechanisms of collaboration

1. **Oversight.** The Director General of SPC and the Director General of SPREP will oversee and manage the overall implementation of this MOU. Each will designate a focal point within each organisation to manage the operational arrangements/implementation of initiatives resulting from this MOU.

2. The framework for strengthening collaboration between the two organisations will include the following:

Mechanisms for consultation between SPC and SPREP

a) **Executive consultation.** In addition to the CROP Heads meetings in which both Directors-General participate, the Director General of SPC and the Director-General of SPREP will conduct formal annual consultations that include a review of progress made on the implementation of this MOU. The timing for such consultations, including the development of the agenda and identification of participants from each organisation, will be coordinated by the focal points. One outcome from these consultations will be a joint work plan on areas of mutual interest to both organisations.

b) **Technical/programme consultation.** Regular and open consultation and communication between the technical staff of the Parties will be encouraged. This consultation and communication will address matters of mutual interest affecting the region and ensure coordination of work plans and collaboration on their implementation, in keeping with the spirit of this MOU. Focal points from each organisation will be involved in facilitating such consultations.

5. Focal Points

The focal points for coordination of activities under this MOU are:

- 1. For SPC, Cameron Diver, Deputy Director-General
- 2. For SPREP, Roger Cornforth, Deputy Director General

6. Governing Bodies

Participation at meetings of each other's governing bodies.

- 1. Each organisation will send senior representatives to participate in meetings of the other's governing body and in other selected technical meetings as appropriate and where resources permit.
- 2. Should SPREP wish to do so, it may apply for Permanent Observer Status with the Pacific Community as another means of enhancing the institutional and technical relationship between the Parties.

7. Collaborative Activities

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

Consult each other on policy matters of mutual concern.

1. Exchange information on planned developments and current activities in relation to the environment and sustainable development.
2. Extend to each other standing invitations to be represented by observers at appropriate meetings, including the biennial SPREP Meeting and the SPC CRGA Meeting and to co-sponsor relevant meetings.
3. Collaborate and support awareness-raising efforts in relation to the environment and sustainable and resilient development.
4. Collaborate on the implementation of global and regional priorities in relation to the environment, climate change and sustainable development.
5. Collaborate and support capacity-building initiatives in relation to the environment and sustainable development.
6. Keep respective memberships informed of co-operative activities undertaken pursuant to this MOU.

8. Operational Provisions

1. This MOU constitutes an expression of a shared intention of the Parties 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. Upon signature of this MOU, 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.
5. Specific collaborative activities between SPC and SPREP will be described in letters of agreement between the two organisations within the framework of this MOU.
6. **Financial arrangements.** The Parties recognise that the two organisations have different financial regulations and that in cases where both Parties are executing joint work programmes each Party will endeavor to negotiate direct funding wherever possible. However, if the Parties have agreed on areas of common interest based on country priorities and their respective mandates, they should ensure complementarity and sharing of resources.
7. **Exchange of letters.** When a specific agreement is reached on any particular area of collaboration, the Parties agree, subject to their respective rules and regulations and within their capacity and resources, that the implementation of user agreements will be detailed in an exchange of letters that sets out (i) the terms, conditions and responsibilities of both Parties concerning each specific activity, including work plans, disbursement of funds, reporting on funds and assets, timely submission of adequate audit reports, indirect costs to be charged, etc.; and (ii) a proposal signed by both Parties containing, at the minimum, terms of reference, including scope of service(s), annual work plan, budget and a clear description of each Party's responsibilities in relation to the project/activity. Any exchange of letters will be consistent with the principles of collaboration established through this MOU.
8. **One-off contributions.** For time-bound, one-off contributions (such as for joint activities), an exchange of letters describing the type or nature of agreed contribution(s) and the project's/activity's purpose, objective(s), scope of services and implementation schedule will be sufficient.

9. Confidentiality and intellectual property

1. Any exchange of data or information between SPC and SPREP under this MOU, whether in relation to scientific research, financial management or information systems, will be subject to any reasonable conditions of confidentiality that the Party disclosing the information wishes to impose, notwithstanding other areas of cooperation stated in this MOU.
2. In the absence of any specific agreement to the contrary, the Parties hereby acknowledge that this MOU will not act as a licence for either Party to exercise the other's intellectual property in relation to know-how materials or technology.

10. Annexes

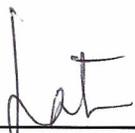
1. Specific work once agreed to may be attached as an Annex to this MOU.
2. Such Annex shall form an integral part of this MOU and, unless expressly provided otherwise, a reference to this MOU includes a reference to any such Annex.

11. Duration, entry into force, amendments and termination

1. The duration of this MOU shall be five years, renewable for such further period 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.

12. Miscellaneous

1. Nothing in or relating to this MOU shall be deemed as a waiver, express or implied, of any of the privileges and immunities of either Party, including those of its officers or any subsidiary organs.
2. This MOU is not an international treaty. This MOU is not governed by international law and does not constitute or create (and is not intended to create) obligations under international or domestic law and will not give rise to legal process and will not be deemed to constitute or create any legally binding obligations (express or implied).



Mr. Kosi Latu
Director General
SPREP

Date:

27th July 2017



Dr. Colin Tukuitonga
Director-General
SPC

Date:

270717



Annex 1

Agreed actions to be implemented

1. Develop joint programmes in areas of mutual interest, including, but not limited to, renewable energy and energy efficiency, climate change, hydrology, climate related disaster risk reduction, the management of marine and coastal resources, invasive species management and biosecurity, terrestrial and land-based resource management, access and benefit sharing and related traditional knowledge, waste and water pollution, data collection and management, biodiversity conservation and protected areas, ocean management and science;
2. Develop synergies and cooperation with planned and existing activities to provide better delivery of services at national and regional levels;
3. Respect and reinforce the leading roles of each organisation in relation to cross cutting issues such as climate change, ocean, energy, and gender and social issues;
4. Work together in areas of importance to island countries and territories that require balancing developmental and biodiversity/conservation outcomes, including but not limited to activities such as tilapia farming and aquaculture, inshore and offshore fisheries management, sustainable forestry management, agricultural development, ,renewable and efficient energy, low carbon transportation, seabed mining; ocean monitoring, waste and water management, as well as the negotiation processes for international agreements, in particular the one relating to biodiversity beyond national jurisdiction;
5. Work together to develop joint funding proposals to complement and better integrate the work of the two organisations while servicing the needs of the members;
6. Commit to the exchange and sharing of data and information in all work areas and specifically areas such as climate change, energy, oceans, fisheries, land resources management including forestry and agriculture, statistical and demographic, geographic and spatial data etc;
7. Establish meetings or technical forums for staff of both organisations to share, discuss, develop, implement and monitor programmes of mutual interest;
8. Where possible, send a senior representative to attend the annual meetings of each other's governing council;
9. Wherever possible support each other's positions in third party meetings or forums;
10. Use the SPC and SPREP Strategic and Business Plans to identify areas of complementarity between the work of both organisations at member country/territory level.