

MEMORANDUM OF UNDERSTANDING

Between

**THE SECRETARIAT OF THE BASEL CONVENTION ON THE CONTROL OF
TRANSBOUNDARY MOVEMENTS OF HAZARDOUS WASTES AND THEIR
DISPOSAL**

and

**THE SECRETARIAT OF THE PACIFIC REGIONAL ENVIRONMENTAL
PROGRAMME**

on

**THE PACIFIC REGIONAL CENTRE FOR TRAINING AND TECHNOLOGY
TRANSFER FOR THE
JOINT IMPLEMENTATION OF THE BASEL AND THE WAIGANI
CONVENTIONS IN THE PACIFIC REGION INTEGRATED WITHIN THE
SECRETARIAT OF THE PACIFIC REGIONAL ENVIRONMENTAL
PROGRAMME**

The Secretariat of the Basel Convention on the Control of Transboundary Movement of Hazardous Wastes and their Disposal, acting on behalf of the Conference of the Parties to the Convention, and the Secretariat of the Pacific Regional Environmental Programme acting both as a Secretariat of the Waigani Convention and in its own right.

Bearing in mind Article 14 of the Basel Convention on the Control of Transboundary Movement of Hazardous Wastes and their Disposal of 22 March 1989, which calls for the establishment of the regional centres for training and technology transfer regarding the management of hazardous wastes and other wastes and the minimization of their generation;

Recognizing that cooperation among the States at the regional level in the field of training and technology transfer facilitates the environmentally sound management of hazardous wastes and other wastes and the minimization of their generation;

Recognizing also that the Waigani Convention complements and strengthens the objectives of the Basel Convention at the regional level;

Noting that the Environment Ministers in the Pacific region endorsed the principle of a joint centre for training and technology transfer for the Basel and Waigani Conventions, integrated within the Secretariat of the Pacific Regional Environment Programme;

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Recalling Decision VI/8 of the Conference of the Parties to the Basel Convention which welcomed the establishment in principle of a Pacific Joint Regional Centre for the countries in the Pacific region within SPREP and operating under the joint authority of the Parties to the Basel and Waigani Conventions;

Recalling also Decision VI/3 of the Conference of the Parties to the Basel Convention by which the latter adopted a core set of elements for a framework agreement, endorsed the mechanism of establishing the Basel Convention Regional Centres by signing the framework agreement, and mandated the Secretariat of the Basel Convention to negotiate and conclude the agreement in the name of the Conference of the Parties with the regional or international organizations which will perform the functions of the Basel Convention Regional Centres;

Recalling further Decisions VI/1, VI/2 and VI/3 of the sixth meeting of the Conference of the Parties to the Basel Convention in which the latter endorsed the role of the Basel Convention Regional Centres in implementing the Basel Declaration and the priority actions of the Strategic Plan of the Basel Convention, using contributions from the Basel Convention Trust Funds in accordance with the criteria and procedure established under Decision VI/2;

Recalling in addition Decision BC-11/13 of the Conference of the Parties to the Basel Convention, in which it decided to evaluate, in accordance with the interim criteria and the interim methodology adopted in the same decision, the performance and sustainability of Basel Convention regional and coordinating centres at its twelfth meeting and every four years thereafter;

Further recalling the Memorandum of Understanding between the Secretariat of the Basel Convention on the Control of Transboundary Movements of Hazardous Wastes and Their Disposal and the South Pacific Regional Centre for Training and Technology Transfer for the Joint Implementation of the Basel and Waigani Conventions in the South Pacific Region integrated within the South Pacific Regional Environmental Programme, which entered into force on 18 December 2003 and expired on 18 December 2013.

Have agreed as follows:

Article I Definitions

For the purpose of the present Agreement, the following definitions shall apply:

- (a) The “Agreement” means the present Memorandum of Understanding between the Secretariat of the Basel Convention on the Control of Transboundary Movements of Hazardous Wastes and Their Disposal and the Secretariat of the Pacific Regional Environmental Programme acting as the Secretariat of the Waigani Convention and in its own right for the continuing operation of the Basel Convention Regional Centre for Training and Technology Transfer for the joint implementation of the Basel and Waigani Conventions in the Pacific region, integrated within SPREP;
- (b) The “Basel Convention” means the Basel Convention on the Control of Transboundary Movements of Hazardous Wastes and Their Disposal, adopted on 22 March 1989;

- (c) The “Business Plan” means the document referred to in Decision VI/4 and decision BC-11/12 of the Conference of the Parties to the Basel Convention;
- (d) The “Activity report” means the document referred to in Decision BC-11/12 of the Conference of the Parties to the Basel Convention;
- (e) The “Centre” means the Pacific Regional Centre for Training and Technology Transfer for the joint implementation of the Basel and the Waigani Conventions in the Pacific Region integrated within SPREP;
- (f) The “Contracting Parties to the Basel and Waigani Conventions” means those States and political and/or economic integration organizations which ratified, accepted, formally confirmed, approved or acceded to the Basel Convention in accordance with Article 22 and Article 23 of both Conventions;
- (g) The “Director” means the Director General of the Pacific Regional Centre for Training and Technology Transfer for the joint implementation of the Basel and Waigani Conventions for the countries in the Pacific Region;
- (h) The “Focal Point of the Basel and Waigani Conventions” means the government institution designated by each Contracting Party to the Basel and Waigani Conventions under the provisions of Article 5 of both Conventions;
- (i) The “Project Document” means a formal document covering a project, as defined below, which sets out, *inter alia*, the need, results, outputs, activities, workplan, budget, pertinent background, supporting data and any special arrangements applicable to the execution of the project in question signed by United Nations Environment Programme or the Secretariat of the Basel Convention and the Pacific Regional Centre for Training and Technology Transfer for the joint implementation of the Basel and Waigani Conventions;
- (j) The “Pacific region” means the area comprising (i) the 200 nautical mile zones established in accordance with international law of: American Samoa, Australia (East Coast and Islands to eastward including Macquarie Island); Cook Islands, the Federated States of Micronesia, Fiji, French Polynesia, Guam, Kiribati, the Marshall Islands, Nauru, New Caledonia and Dependencies, New Zealand, Nuie, Northern Mariana Islands, Palau, Papua New Guinea, Samoa, the Solomon Islands, Tokelau, Tonga, Tuvalu, Vanuatu, Wallis and Futuna, (ii) those areas of high seas which are enclosed from all sides by the 200 nautical mile zones referred to in sub-paragraph (i); areas of the Pacific Ocean between the Tropic of Cancer and 60 degrees south latitude and between 130 degrees East longitude and 120 degrees West longitude to the area covered by the Waigani Convention;
- (k) “SBC” means the Secretariat of the Basel Convention;
- (l) The “Steering Committee” means the Committee provided for in Article VII of the present Agreement;
- (m) “SPREP” means the Secretariat of the Pacific Regional Environmental Programme;
- (n) The “Trust Fund” means the Trust Fund established under the Basel Convention with the scope of providing financial support for the ordinary expenditure of the secretariat of the Basel Convention, the Technical Cooperation Trust Fund of the Basel Convention established for the purpose of assisting developing countries and other countries in need of technical assistance in the implementation of the Basel Convention and the Trust Fund established under the Waigani Convention;

- (o) "UNEP" means the United Nations Environment Programme;
- (p) The "Waigani Convention" means the Convention to Ban the Importation into Forum Islands Countries of Hazardous and Radioactive Wastes and to Control the Transboundary Movement and Management of Hazardous Wastes within the South Pacific Region adopted on 16 September 1995;
- (q) SPREP and SBC may hereinafter be referred to collectively as "Parties" and individually as "Party".

Article II Purpose of the Agreement

The purpose of the present Agreement is to set forth the terms and conditions under which SPREP shall continue performing the functions of the Pacific Regional Centre for Training and Technology Transfer for the joint implementation of the Basel and Waigani Conventions for the countries in the Pacific region.

Article III Establishment of the Pacific Regional Centre for Training and Technology Transfer for the joint implementation of the Basel and Waigani Conventions in the Pacific region

1. The Pacific Regional Centre for Training and Technology Transfer for the joint implementation of the Basel and Waigani Conventions for the countries in the Pacific region was established within SPREP, at its Secretariat located at Apia, Samoa, P.O. Box 240, pursuant to the Memorandum of Understanding between the Secretariat of the Basel Convention and the Secretariat of the Pacific Regional Environment Programme dated 18 December 2003.
2. The Centre shall operate under the joint authority of the Parties to the Basel and Waigani Conventions.

Article IV Regional Role of the Centre

1. The Centre shall provide services for the implementation of the Basel and Waigani Conventions to the Parties to the Basel or Waigani Conventions consenting to be served by the Centre whose names appear in Annex I to the present Agreement.
2. Any other Party to the Basel or Waigani Conventions from the Pacific region may at any time express their consent to be served by the Centre through a written communication to the Centre, SBC and SPREP.
3. Subject to the agreement of the Steering Committee referred to in Article VII of the present Agreement, any Party to the Basel and Waigani Conventions outside the Pacific region, non-governmental organisation, private sector organisation, academic institution or other organisation may participate in the activities of the Centre.

Article V
Functions of the Centre

1. The core functions of the Centre are described in Annex II to the present Agreement. These functions may be subject to review by the Conferences of the Parties to the Basel and Waigani Conventions.
2. The Centre shall operate and implement activities in accordance with the relevant decisions of the Conferences of the Parties to the Basel and Waigani Conventions.

Article VI
The role of SBC and SPREP in Guiding, Coordinating, Monitoring and Evaluating the Work of the Centre

1. The activities of the Centre shall be carried out under the general guidance and supervision of SBC and SPREP.
2. The Centre shall coordinate its activities with the relevant activities of other Basel Convention Regional Centres or of the Parties to the Basel and Waigani Conventions, as well as with international organisations, programmes and other global and regional conventions.
3. The Centre shall keep the Focal Points of the Basel and Waigani Conventions of the countries to be served by the Centre, SBC, SPREP, any non-governmental organisation, entity, private sector organisation, academic institution or other organisation which participates in the activities of the Centre, regularly informed of its activities.
4. The Centre shall submit a report to SBC and SPREP on the implementation of its Business Plan, financial income and expenditure as requested by the Conference of the Parties to the Basel and Waigani Conventions.

Article VII
Steering Committee

1. A Steering Committee has been established to advise on the development and implementation of the activities of the Centre and to enhance national support to its work from countries served by the Centre.
2. The Steering Committee shall review and approve the Business Plan developed by the Centre and oversee its implementation.
3. The Steering Committee shall be composed of 5 (five) members nominated by the countries to be served by the Centre through a process of consultation, for a period of 2 (two) years.
4. The members of the Steering Committee shall be experts of recognized standing and with experience in the environmentally sound management of hazardous wastes and other wastes.

03 JUN 2014



5. The Director of the Centre (or an alternate representative) shall participate in the meetings of the Committee *ex officio*. The representatives of SBC and SPREP shall be invited and they may participate in the meeting of the Committee *ex officio*.

6. Donors and other stakeholders, including any non-governmental organisations, entities, private sector organisations, academic institutions, or other organisations may be invited to the meetings of the Committee as observers.

7. The members of the Committee shall elect by consensus the Chairperson and the Vice-Chairperson of the Committee from among its members for a period of 2 (two) years.

8. The Chairperson, in consultation with SBC, SPREP and the Director of the Centre, shall convene the ordinary meetings of the Committee at least once every year. Extraordinary meetings may be convened by the Chairperson, when required, in consultation with SBC and SPREP.

Article VIII

Participants in Meetings and Activities organised by the Centre

1. Meetings and activities organised by the Centre shall be open to participants designated by the Focal Points of the Basel and Waigani Conventions of the Parties served by the Centre.

2. Any other Parties to the Basel and Waigani Conventions, non-governmental organizations, private sector organizations, academic institutions and other organizations may be invited to the meetings subject to the agreement of the Steering Committee.

Article IX

Working Language of the Centre

1. The working language of the Centre shall be English.
2. Communications between the Centre and SBC shall be in English.

Article X

Financial Resources and Contributions to the Agreed Activities

1. The financial resources of the agreed activities of the Centre shall be composed of:
 - (a) Contributions from the Trust Fund of the Waigani Convention;
 - (b) The voluntary contributions of the countries served by the Centre;
 - (c) Contributions from the Technical Cooperation Trust Fund of the Basel Convention in accordance with the relevant decisions of the Conference of the Parties to the Basel Convention and subject to the availability of resources in the Technical Cooperation Trust Fund;
 - (d) Funds directly received from other Parties, non-Parties, industry, research institutes, foundations, the United Nations and other relevant international and national organizations and bodies, subject to the conditions stipulated in the present Agreement.

- (e) Funds received for services provided by the Centre;
 - (f) Any other funds received by the Centre.
2. The Centre may also receive in-kind contributions.
 3. The Conference of the Parties to the Basel Convention and the Conference of the Parties to the Waigani Convention shall at each meeting review the financial status of the Centre as presented by the Director through SBC and SPREP respectively, as appropriate, and make such recommendations to the Centre, as it may deem appropriate.
 4. The acceptance by the Centre of voluntary contributions or donations shall in every case be subject to the agreement of both SBC and SPREP upon the recommendation of the Director of the Centre in order to avoid conflict of interest between the goals and objectives of the Basel and Waigani Conventions and donors.
 5. SBC and SPREP, individually or jointly, may seek additional financial resources or staff support for the Centre from sources other than the Trust Funds of the Basel and Waigani Conventions or the regular budget of SPREP.
 6. An external auditing of the activity of the Centre shall be carried out biennially.

Article XI

Contribution of SPREP to the Activities and Functioning of the Centre

SPREP shall provide, free of charge, the personnel needed for the effective operation of the Centre as well as adequate facilities for the Centre, including but not limited to appropriate premises, standard office and telecommunications equipment. It shall be responsible for the adequate and timely maintenance of the premises and shall provide financial and in-kind contributions towards the operational costs of the Centre as specified in Annex III of the present Agreement.

Article XII

Director and Staff of the Centre

1. The Centre shall have a Director and such personnel as may be necessary for its operation.
2. The Director of the Centre shall be appointed by agreement between the Executive Secretary of the SBC and the Director of SPREP.
3. The Director of the Centre shall represent the Centre and, subject to the provisions of the present Agreement, shall have overall responsibility for the operation and administration of the Centre.

Article XIII

Functions, Duties and Responsibilities of the Director

In ensuring the regional role of the Centre, the Director shall:

- (a) Administer the centre and its programmes with a view to ensuring that the Centre performs its regional role in accordance with the relevant provisions of the Basel and Waigani Conventions and related decisions of the respective Conferences of the Parties;
- (b) Prepare a Business Plan of the Centre for submission to the Steering Committee for its review and endorsement;
- (c) Serve (or appoint an appropriate alternate representative) as an *ex officio* member of and secretary to the Steering Committee;
- (d) Report on the implementation of the activities in the Business Plan to the Conference of the Parties to the Basel Convention through SBC;
- (e) Appoint the necessary personnel for the implementation of the activities of the Centre in accordance with the provisions of Article XII above;
- (f) Develop and implement strategies to ensure the appropriate funding for programmes and institutional activities of the Centre, relevant to its regional role;
- (g) Arrange all matters relating to the preparation and publication of materials produced by the Centre, having in view the objectives of the Centre and its regional role;
- (h) Perform such other duties as may be required pursuant to relevant decisions of the Conference of the Parties to the Basel and Waigani Conventions.

Article XIV Liability

The United Nations, UNEP, the respective Conferences of the Parties to the Basel and Waigani Conventions and SBC or their officials shall not be responsible for dealing with any legal action, claim or other demand arising from or attributable to the operations of the Centre under the present Agreement that may be brought by third parties against them. The United Nations, UNEP, the Conferences of the Parties to the Basel and Waigani Conventions and SBC or their officials shall bear no responsibility in respect of such legal action, claim or demand except where the particular claim or liability was caused by gross negligence or wilful misconduct of their respective officials.

Article XV Settlement of Disputes

1. SBC and SPREP shall endeavour to solve any dispute arising out of or resulting from the interpretation or implementation of the present Agreement by negotiation or other agreed mode of settlement.
2. Any dispute between SBC and SPREP relating to the interpretation and application of the present Agreement which is not settled by negotiation or other agreed mode of settlement shall be submitted for arbitration at the request of either Party to the present Agreement. Each Party shall appoint one arbitrator, and the two arbitrators so appointed shall appoint a third, who shall be the chairman. If within 30 (thirty) days of the request for arbitration either Party

has not appointed an arbitrator, or if within 15 (fifteen) days of the appointment of two arbitrators the third arbitrator has not been appointed, either Party may request the President of the International Court of Justice to appoint an arbitrator. The procedure for the arbitration shall be fixed by the arbitrators, and the expenses of the arbitration shall be borne by the Parties as assessed by the arbitrators. The arbitral award shall contain a statement of the reasons on which it is based and shall be accepted by the parties as the final adjudication of the dispute.

3. Any commercial dispute arising out of, or in accordance with this Agreement or breach thereof, shall, unless it is settled by direct negotiation be settled in accordance with UNCITRAL Arbitration Rules in force. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy or claim.

Article XVI

Entry into Force, Duration, Amendment and Termination of the Agreement

1. The present Agreement shall enter into force upon signature by both Parties to the Present Agreement and shall be valid for an initial period of 4 (four) years.

2. The present Agreement shall be extended for a period of 4 (four) years, through mutual agreement in writing by both Parties, unless one or both Parties to the present Agreement wish to terminate it and provides the other Party with written notice pursuant to paragraph 3 of Article XVI below.

3. The present Agreement may be terminated by either Party to the present Agreement providing 6 (six) months written notice to the other Party.

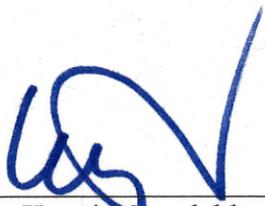
4. In the event of termination, the Agreement shall continue to remain in force for a period of six months in order to allow for an orderly cessation of its activities.

5. No change in or modification of the present Agreement including its annexes which form an integral part of the Agreement shall be made except by prior written agreement between SBC and SPREP.

In witness whereof, the undersigned, duly authorized thereto, signed the present Agreement.

For SBC:

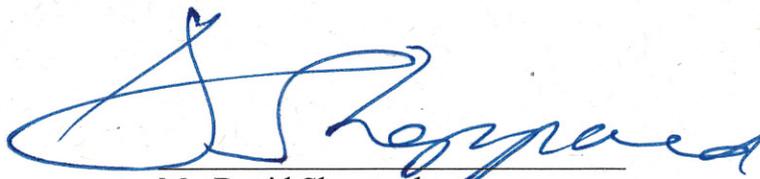
For SPREP:



Ms. Kerstin Stendahl
Executive Secretary *ad interim*

Date:

6/6/2014



Mr. David Sheppard
Director General, SPREP

Date:

10/7/14



Annex I

A. List of the eligible Parties to the Basel Convention in the South Pacific region to be served by the Centre

1. Cook Islands
2. Kiribati
3. Marshall Islands
4. Micronesia (Federated States of)
5. Nauru
6. Palau
7. Papua New Guinea
8. Samoa
9. Tonga

B. List of Parties to the Waigani Convention

1. Australia
2. Cook Islands
3. Fiji
4. Kiribati
5. Micronesia (Federated States of)
6. New Zealand
7. Niue
8. Papua New Guinea
9. Samoa
10. Salomon Islands
11. Tonga
12. Tuvalu
13. Vanuatu

Annex II

Core functions of the Centre¹

The core functions of the Centre are:

1. Training
2. Technology Transfer
3. Information
4. Consulting
5. Awareness raising

The explanations of the functions of the Centre are as follows:

(a) Developing and conducting training programmes, workshops, seminars and associated projects in the field of the environmentally sound management of hazardous wastes, transfer of environmentally sound technology and minimization of the generation of hazardous wastes with specific emphasis on training the trainers and the promotion of ratification and implementation of the Basel Convention and its instruments;

(b) Identifying, developing and strengthening mechanisms for the transfer of technology in the field of the environmentally sound management of hazardous wastes or their minimization in the Pacific region;

(c) Gathering, assessing and disseminating information in the field of hazardous wastes and other wastes to Parties of the region and to the secretariat;

(d) Collecting information on new or proven environmentally sound technologies and know-how relating to environmentally sound management and minimization of the generation of hazardous wastes and other wastes and disseminating these to Parties of the Basel Convention of the South Pacific region at their request;

(e) Establishing and maintaining regular exchange of information relevant to the provisions of the Basel Convention, and networking at the national and regional levels;

(f) Organizing meetings, symposiums and missions in the field, useful for carrying out these objectives in the region;

(g) Providing assistance and advice to the Parties and non-Parties of the Basel Convention of the South Pacific region at their request, on matters relevant to the environmentally sound management or minimization of hazardous wastes, the implementation of the provisions of the Basel Convention and other related matters;

(h) Promoting public awareness;

(i) Encouraging the best approaches, practices and methodologies for the environmentally sound management and minimization of the generation of hazardous wastes and other wastes, e.g. through case studies and pilot projects;

¹ As set out in appendix 1 to decision BC-VI/3

(j) Cooperating with the United Nations and its bodies, in particular UNEP and the Specialized Agencies, and with other relevant intergovernmental organizations, industry and non-governmental organizations, and, where appropriate, with any other institution, in order to coordinate activities and develop and implement joint projects related to the provisions of the Basel Convention and develop synergies where appropriate with other multilateral environmental agreements;

(k) Developing, within the general financial strategy approved by the Parties of Basel Convention the Centre's own strategy for financial sustainability;

(l) Cooperating in mobilization of human, financial and material means in order to meet the urgent needs at the request of the Party(ies) of the Basel Convention of the Pacific region faced with incidents or accidents which cannot be solved with the means of the individual Party(ies) concerned;

(m) Performing any other functions assigned to it by relevant decisions of the Conference of the Parties of the Basel Convention or by Parties of Basel Convention of the region, consistent with such decisions.

Annex III

Contributions of SPREP to the activities of the Centre

1. The following shall be the contributions of SPREP to the operation and activities of the Centre:

(a) Personnel:

- Director of the Centre – full time
- Secretary – full time

(b) Premises and services:

TRAINING FACILITIES	CAPACITY (Persons)	EQUIPMENT & FIXTURES
1 X TRAINING/CONFERENCE ROOM Can be collapsed into 2 rooms of 30 and 20 participants.	50	LCD Projector 2 x Large pull-down wall screens. Video presentation stand Overhead projector Sound system (CD/DVD player, amplifier, speakers, mics.) 2 x White boards. Internet - Wifi
2 X GROUP DISCUSSION ROOMS	8	2 x White boards 1 x VCR & Monitor Polycom Video Conferencing Equipment Teleconference phone Internet - Wifi
1 x COMPUTER LABORATORY	16	Networked Virtual desktops Instructors computer () Laser Jet Printer Photocopier LCD projector Large pull-down wall screen. Whiteboard Internet - Wifi
MULTI-MEDIA FACILITIES		Video camera (CANON) Colour printer Digital Camera (SONY) Camera (NIKON D90) CD duplicator
FURNISHED OFFICE SPACE	1	4 sq metres
STORE ROOM		20 sq metres

(c) Financial contribution towards the activities of the Centre, subject to availability of funds.