



MEMORANDUM OF UNDERSTANDING (MOU)

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between

Ministry of Infrastructure and Ministry of Environment

Government of Cook Islands

and

The Secretariat of the Pacific Regional Environment Programme (SPREP)

(together, "the Parties")

Ministry of Infrastructure (also known as Infrastructure Cook Islands) is the Ministry in the Cook Islands responsible for management, regulation, operations and maintenance of governmental capital infrastructure projects and public infrastructure assets across the Cook Islands, including the Pa Enea (Outer Islands). The **Ministry of Environment (also known as National Environmental Service)** is the Ministry in the Cook Islands charged with protecting, managing and conserving the environment of the Cook Islands.

For the purpose of this Memorandum of Understanding (MOU), the **Ministry of Infrastructure** and **Ministry of Environment** will share responsibilities to implement the shared objectives unless specified, responsibilities are jointly shared between the two Ministries.

SPREP is a regional, intergovernmental organisation comprising of 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, **Ministry of Infrastructure and Ministry of Environment** have mutual interests in relation to the protection of the environment, developing and strengthening systems, institutions, organisations, and individuals concerned with environmental protection in the Pacific region.

The Parties have reached the following understandings:

PO Box 240, Apia, Samoa T +685 21929 F +685 20231 sprep@sprep.org www.sprep.org

A resilient Pacific environment sustaining our livelihoods and natural heritage in harmony with our cultures.

VT [Signature]

1. Objectives

1. The main objective of this MOU is to provide a framework of co-operation between SPREP and **Ministry of Infrastructure / Ministry of Environment**, as far as possible, and without limitation, to:
 - a) enhance climate change resilience;
 - b) enhance the conservation and management of biodiversity;
 - c) enhance waste management and pollution control;
 - d) enhance environmental governance processes and systems;
 - e) promote and strengthen environmental networks within the Pacific Islands region; and
 - f) develop and implement projects and programmes as appropriate to meet the above objectives.
2. Within this framework the Parties will consult in an effort to collaborate on the activities they identify as requiring implementation.

2. Collaborative Activities

1. The Parties agree, to the extent possible, but without limitation, to:
 - a) Consult each other on policy matters of mutual concern.
 - b) Exchange information on developments and current activities in relation to the environment.
 - c) 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.
 - d) Implement joint activities and projects where SPREP has been funded by donors to manage or implement projects.
 - e) Actively engage and assist the implementation of all donor funded projects which **Ministry of Infrastructure / Ministry of Environment** is participating in, providing logistical and jurisdictional support where required;
 - f) Collaborate and support awareness-raising efforts in relation to the environment.
 - g) Collaborate on the implementation of global and regional priorities in relation to the environment.
 - h) Collaborate and support capacity-building initiatives relation to the environment.
 - i) Collect and manage data in accordance with agreed data strategies and standards.
 - j) Keep respective memberships informed of co-operative activities undertaken pursuant to this MOU.
 - k) Cooperate in such other fields as the Parties may agree to add.

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, and especially donor-funded project activities, shall, once agreed, be implemented through service level agreements, letters of agreement or other instruments or modalities as may be agreed by the parties and 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.

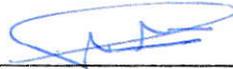


Mr Kosi Latu

Director General

Secretariat of the Pacific Regional
Environment Programme (SPREP)

Date: 12/7/2021

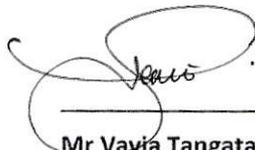


Mr Wil Pille

Acting Secretary to Ministry

Ministry of Infrastructure

Date: 14/7/21



Mr Vavia Tangatataia

Acting Secretary to Ministry

Ministry of Environment

Date: 14/07/2021



Annex 1: PacWastePlus Programme

This Annex forms an agreement between SPREP and the **Cook Islands Ministry of Infrastructure** for the implementation of the European Union funded PacWastePlus Project.

1. Duration

1. The work will commence from the date that this agreement is signed.
2. The work will finish on 8 September 2024

The description of Work is included in Attachment 1 (PacWastePlus Programme Action Description)

2. Investment

1. The PacWastePlus Programme is subject to the Terms and Conditions of the Pillar Assessed Grant or Delegation Agreement (PAGoDA), and as such is required to manage all Programme Funds directly, and not disperse these funds to third parties unless through a procurement process that follows the approved SPREP Procurement Policy. As such, PacWastePlus programme investment will be managed by the PacWastePlus Programme Management Unit (PMU) on behalf of the **Ministry of Infrastructure**.
2. Specific details of the Programme investment are included in Attachments 1, 2, and 3 to this Annex.

3. Status of Partner

1. The status of the partner shall be as an agency of equal standing according to the spirit and tenor of the over-arching MOU to which this Annex is attached.

4. Title Rights

1. Other than material purchased by the Partner from the Partner's own funds, any material permanently obtained for the purpose of fulfilling this Agreement shall be the property of SPREP.
2. Unless otherwise stated in this Agreement, intellectual property shall be the property of SPREP.

5. Delay

1. Each Partner must notify the other in writing as soon as the Partner becomes aware of circumstances (including any Dependency or an Extraordinary Event) which may give rise to delay together with an estimate of further time required for the completion of the Services and the Parties will consult in good faith as to how to proceed.
2. In event of any Dependency affecting the Partner's ability to provide the Services and notified under this clause, then the Parties will, as appropriate, also consult in good faith to agree an extension of time, variation to the Services accordingly.
3. The Parties agree that the following are Dependencies under this Agreement:
 - a. Travel restrictions or bans affecting the Partner's ability to travel.

- b. The ability of the Partner to secure reasonable input from experts and identified stakeholders due to their inability to use video-conferencing facilities.
- c. Timely provision of all information, approvals and assistance by SPREP that the Partner reasonably requires to provide the Services.

6. Confidentiality

1. Unless otherwise stated in this MOU or as otherwise agreed in writing by the Parties, neither will disclose or use in any way any Confidential Information except to the extent that disclosure or use of such Confidential Information is necessary to enable the Services to be performed.

7. Dispute resolution

1. The Parties shall cooperate to carry out their obligations in good faith and shall endeavor to resolve any disagreement in an amicable manner, including through use of mediation and conciliation processes.

8. Variation

1. This Annex may be varied by written agreement of the Parties.

15. Project Focal Points

1. Mr. Bradley Nolan and Ms. Hilary Boyes of SPREP and Ms. Claytoncy Taurarii of the **Ministry of Infrastructure** are responsible for managing the Annex delivery of the PacWastePlus Programme, including:
 - a. Managing the relationship between the Parties
 - b. Overseeing the effective implementation of this Annex
 - c. Act as a first point of contact for any issues that arise and,
 - d. Address and resolve any issues in a prompt manner.
 - e. Changing the Focal Point
2. If a Party changes its Focal Point it must tell the other Party, in writing, the name and contact details of the replacement within 5 business days of the change.

16. Counterparts

This Agreement may be executed in any number of counterparts (including by facsimile or electronic copies) each of which, when taken together, will constitute one and the same document.

Should these terms and conditions be acceptable to you, please sign below and return to SPREP.



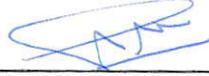


Mr Kosi Latu

Director General

Secretariat of the Pacific Regional Environment
Programme (SPREP)

Date: 12/7/2021



Mr Wil Pille

Acting Secretary to Ministry

Ministry of Infrastructure

Date: 14/7/21



AP_6/5/8/4

5 July 2021

Mr. Wil Pille
Acting Head of Ministry
Ministry of Infrastructure
RAROTONGA, Cook Islands
wil.pille@cookislands.gov.ck

Dear Mr. Pille,

RE: Memorandum of Understanding (MoU) to execute the European Union funded PacWastePlus Program project for Cook Islands.

Please find attached for your concurrence and signature, a Memorandum of Understanding (MoU) outlining the arrangements and responsibilities of both SPREP and the Cook Islands Government (specifically the Ministry of Infrastructure and Ministry of Environment) in delivering the European Union funded PacWastePlus Programme.

The main objective of this MoU is to provide a framework of co-operation between SPREP and your Ministry and the Ministry of Environment to develop and implement the projects identified by Cook Islands. Annex 1 provides specific detail for the Ministry of Infrastructure on the project activities through the PacWastePlus Programme requested for delivery in Cook Islands. Please note, the PacWastePlus Team have developed this MoU and its attachments with direct support and input from the team at Ministry of Infrastructure with Ms. Claytoncy Taurarii now the lead focal point.

Once we have received the counter-signed MOU from Ministry of Infrastructure and Ministry of Environment, we will formally commence implementation of the in-country project activities (noting some actions will be further delayed by the continued restrictions on international travel). We request your assistance to facilitate the signing of this MoU with the Ministry of Environment.

Please do not hesitate to contact Mr. Bradley Nolan (PWP Program Manager) or Ms. Hilary Boyes (PacWastePlus Technical Waste Project Officer – Resource Recovery) to discuss either this MOU or the process for undertaking the project activities.

Yours Sincerely,

Kosi Latu
Director General

CC:

Dr. Jim Gosselin
Director, Pacific & Regional Affairs
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Ms. Tapaeru Herrmann
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Ms. Claytoncy Taurarii
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