

# Student Hosting Agreement

on the hosting of Mildred Kelokelo, a University of Newcastle student at SPREP

between

**Secretariat of the Pacific Regional Environment Programme (SPREP)** (Host Organisation)

PO Box 240

Apia

Samoa

Tel: +685 21929

<https://www.sprep.org/>

*Hereafter referred to as*

*“the Host Organisation”*

and

**University of Newcastle**

Newcastle Institute for Energy and Resources

University Drive, Callaghan NSW, Australia 2308

+61 2 40339000

*Hereafter referred to as*

*“UON”*

## **Preamble**

This Student Hosting Agreement is based on the principles of:

- MOU between University of Newcastle (UON), Australia and The Secretariat of the Pacific Regional Environment Programme (SPREP).

### **1. Objective**

This Student Hosting Agreement describes the arrangements for the hosting of a UON PhD student at SPREP to provide the student a location to undertake activities required by their project.

### **2. Background to The University of Newcastle (Home Organisation)**

The University of Newcastle (UON) has an ambitious agenda to drive global and regional impact through research and innovation. This is articulated in Looking Ahead 2025 Asia Pacific strategic plan. With a strong focus on interdisciplinary collaboration with national and international partners, UON is focused on building the next generation of researchers, innovators and entrepreneurs. With a shared vision to support the resilience and sustainability of some of the world's most at-risk communities, UON is proud to partner with the Secretariat of the Pacific Regional Environment Programme (SPREP) to advance critical environmental research in the Pacific. The partnership aims to deliver co-operative solutions to challenges faced by Pacific island people through facilitation of in-country capacity building, and knowledge generation and sharing. With Pacific island communities under increasing pressure from sea level rise, development, habitat loss and degradation, invasive species, climate change, and pollution, UON focuses research activity through targeted PhD scholarships for Pacific island nationals and will establish a presence at SPREP headquarters in Apia, Samoa. The hosting of PhD students at SPREP enables a closer regional collaboration and co-development of research and associated postdoctoral training activities between SPREP and the University of Newcastle.

### **3. Background to SPREP (Host Organisation)**

SPREP is the regional organisation established by the Governments and Administrations of the Pacific charged with protecting and managing the environment and natural resources of the Pacific. The head office is based in Apia, Samoa with over 100 staff. There are SPREP offices in Fiji, Vanuatu and the Republic of the Marshall Islands as well as a SPREP Officer stationed in the Solomon Islands. SPREP has an annual budget of USD \$30 million in 2021. The establishment of SPREP sends a clear signal to the global community of the deep commitment of Pacific island Governments and Administrations for better management of the environment within the context of sustainable development. The strategic direction for SPREP is clearly set out in the 2017-2026 SPREP Strategic Plan. The Plan outlines the mandate, vision and programmes for the organisation, and places strong emphasis on effective delivery of services to SPREP Member countries and territories.

## **Mandate**

SPREP's **mandate** is to promote cooperation in the Pacific region and provide assistance in order to protect and improve its environment and to ensure sustainable development for present and future generations.

## **Vision**

SPREP is guided by its **vision for the future**: "A resilient Pacific environment, sustaining our livelihoods and natural heritage in harmony with our cultures".

## **Members**

SPREP has 21 Pacific island member countries and territories (American Samoa, Cook Islands, Federated States of Micronesia, Fiji, French Polynesia, Guam, Kiribati, Marshall Islands, Nauru, New Caledonia, Niue, Northern Marianas, Palau, Papua New Guinea, Samoa, Solomon Islands, Tokelau, Tonga, Tuvalu, Vanuatu and Wallis & Futuna) and 5 developed countries (Australia, France, New Zealand, United Kingdom and United States of America) with direct interests in the region.

## **Four regional goals to achieving resilience and sustainable Pacific communities:**

- **Regional Goal 1:** Pacific people benefit from strengthened resilience to climate change
- **Regional Goal 2:** Pacific people benefit from healthy and resilient island and ocean ecosystems
- **Regional Goal 3:** Pacific people benefit from improved waste management and pollution control
- **Regional Goal 4:** Pacific people and their environment benefit from commitment to and best practice of environmental governance

## **These define the core priorities and focus of SPREP in the areas of:**

1. Climate Change Resilience
2. Island and Ocean Ecosystem Services Waste Management and Pollution Control
3. Environmental Governance

SPREP approaches the environmental challenges faced by the Pacific guided by four simple **Values**.

These values guide all aspects of our work.

- We value the **Environment**
- We value our **People**
- We value high quality and targeted **Service Delivery**
- We value **Integrity**

The SPREP Secretariat continues to strengthen and realign its institutional capacities, competencies, and systems to best support its Members by delivering more integrated, responsive, and cost-effective services to Members and partners and by better coordinating regional efforts.

**Organisation Goal 1:** SPREP has information, knowledge, and communications systems that get the right information to the right people at the right time and influence positive organisational, behavioural and environmental change.

**Organisation Goal 2:** SPREP has multi-disciplinary processes in programme delivery and in supporting

Members to develop national and regional policies and strategies.

**Organisation Goal 3:** SPREP has a reliable and sustainable funding base to achieve environmental outcomes for the benefit of the Pacific islands region and manages its programmes and operations to stay within its agreed budget.

**Organisation Goal 4:** SPREP is leading and engaged in productive partnerships and collaboration.

**Organisation Goal 5:** SPREP has access to a pool of people with the attitudes, knowledge, and skills to enable it to deliver on its shared regional vision.

#### **4. Background on the UON PhD student**

The UON student is provided a stipend and tuition fee scholarship from UON.

#### **5. Conditions of the hosting of the UON PhD student:**

- a) SPREP will provide, and the student must comply with, SPREP's Values and Code of Conduct and other general rules and requirements that apply to all SPREP Community members. Should any of the Values and Code of Conduct provided to the student conflict with UONs, UONs will take precedent.
- b) SPREP to take appropriate steps to ensure the student's safety and to avoid harm to others
- c) SPREP to inform UON immediately of any situation that does not support a safe and healthy work environment at SPREP
- d) UON and SPREP need to ensure their respective HR departments are aware of the UON PhD students up-to-date home address and personal contacts in Samoa for essential notices and information as applied to all SPREP Community for security and emergency purposes
- e) SPREP to seek evidence of medical insurance cover including medical evacuation for the duration of agreement from UON PhD student

#### **6. Contributions and role of The University of Newcastle (Home Organisation)**

UON will be responsible for the following:

- a) Recruit and select the student in close collaboration with SPREP to ensure SPREP expectations are met
- b) Providing a Laptop, and other relevant tools and materials required in the performance of the student's work.
- c) Cover any additional office costs beyond those specified in Paragraph 7, including telephone and communication charges

#### **7. Contributions and role of SPREP (Host Organisation)**

SPREP will be responsible for the following:

- a) Provide necessary visa for the student (and any recognised dependants) to undertake their project in Samoa
- b) Apply tax free status and duty-free concession privileges for SPREP staff to the student relocated on a SPREP visa
- c) Provide a general induction of the student into SPREP's business and working environment, including work health and safety procedures.
- d) Grant access to SPREP systems and processes in line with the student's project requirements
- e) Support the student in the course of their project to provide adequate and appropriate office workspace and basic office furniture including:
  - a desk or table as a workstation
  - one office chair
  - access to internet
  - if any other furniture and equipment requirement are needed, it will be discussed and agreed on a case-by-case basis;
- f) Ensure, so far as reasonably practicable and in the same manner as all other SPREP staff, a safe and healthy work environment for the student;

## **8. Management Of The Student Hosting Agreement:**

### **Home Organisation:**

UON has nominated Dr Sascha Fuller, Pacific Node Coordinator as designated supervisor to work closely with the student and SPREP to ensure this Agreement and its terms and conditions are fulfilled.

### **Host Organisation:**

At SPREP, the designated contact will be Dr Peter Davies (Coastal and Marine Ecosystem Adviser) for the duration of this Agreement and will supervise the student and UON to ensure this Agreement and its terms and conditions are fulfilled.

### **Misconduct:**

SPREP will advise UON as soon as a situation arises and any misconduct matter will be dealt with in accordance with UON's relevant policies and procedures.

Additionally, in cases of serious misconduct requiring a timely response the DG may terminate SPREP's relationship with the student or take such other action as is reasonable under the circumstances.

### **Dispute:**

In the event of a dispute, UON and SPREP will first try and resolve the dispute by negotiation. If negotiations fail, the parties will resolve the dispute by mediation.

## **Confidentiality:**

### Use of Confidential Information

- (a) Each party agrees to:
  - (i) only use Confidential Information to perform its obligations under this Agreement;
  - (ii) not disclose, or cause or permit the disclosure of, Confidential Information, except as permitted under this Agreement;
  - (iii) keep Confidential Information secure and protected from unauthorised access; and
  - (iv) promptly notify the disclosing party if it suspects, or becomes aware of, any unauthorised use, storage, copying or disclosure of Confidential Information.
- (b) A party in possession or control of Confidential Information must immediately return it to the disclosing party, or destroy, delete and erase the Confidential Information as the disclosing party directs.

### Exceptions

Nothing in this Agreement prevents a party from disclosing Confidential Information:

- (a) with the consent of the disclosing party;
- (b) to its legal or financial advisers;
- (c) to comply with the terms of this Agreement; or
- (d) as required by Law.

## **Intellectual Property**

Any Intellectual Property (IP) developed by the student will vest in and be owned by UON upon creation. UON grants SPREP a non-exclusive, irrevocable, non-transferrable, fee-free licence to use the IP for project purposes. For the avoidance of doubt, the IP licence granted does not confer a right to sublicense or to commercialise the IP.

## **Changes to the Agreement:**

The agreement may be amended at any time by mutual consent in response to changing circumstances (e.g. if the UON student is not adequately qualified or other important circumstances). Any such amendments must be made in written form.

## **9. Effective Date**

This Student Hosting Agreement for the assignment of a PhD student at SPREP will take effect once it has been signed by both parties. The UON student hosting will commence no earlier than 1 November 2021 and end no later than 31 December 2024.

## **10. Definitions**

**Confidential Information** means all information which relates directly or indirectly to this Agreement which is disclosed to a party (whether before or after the date of this Agreement) by, or on behalf of, another party, or which is otherwise acquired directly or indirectly by a party from another party, or any adviser engaged by that party, which:

- (a) is by its nature confidential;
- (b) is designated as confidential; or
- (c) the party knows or ought to know is confidential, but does not include information which
- (d) is lawfully in the public domain prior to its disclosure;
- (e) enters the public domain other than as a result of an unauthorised disclosure;
- (f) is or becomes available to it from a third party who is lawfully in possession of the Confidential Information and who has the lawful power to disclose such Confidential Information;
- (g) is rightfully known by it (as shown by its written record) prior to the date of disclosure.

**IP** means intellectual property, including any inventions and improvements, trademarks (whether registered or common law trade marks), designs, copyright, any corresponding property rights under the Laws of any jurisdiction and any rights in respect of an invention, discovery, trade secret, secret process, know-how, concept, idea, information, process, data, or formula.



**Acting Director**

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Prof. Alan Broadfoot

Director NIER, University of Newcastle

**Newcastle, Australia, 10 Sep 2021**

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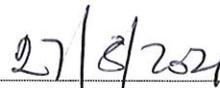
Place, date



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Mr. Kosi Latu

Director General, SPREP



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Place, date