

MEMORANDUM OF UNDERSTANDING (MOU)

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between

Micronesia Conservation Trust (MCT)

and

The Secretariat of the Pacific Regional Environment Programme (SPREP)

(together, "the Parties")

Micronesia Conservation Trust (MCT) supports biodiversity conservation and related sustainable development for the people of Micronesia. The MCT is a private corporation with a governing body of 11 members, including members from international, regional national, state, and municipal governments, NGOs, business, financial and academic institutions.

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 mandate of SPREP is 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

The Parties have mutual interests in relation to the protection of the environment and developing and strengthening systems, institutions, organisations and individuals concerned with environmental protection in Federated States of Micronesia as well as the Pacific Islands region.

The Parties agree as follows:

1. Purpose

This MOU recognises the intent of SPREP and the Micronesia Conservation Trust to work together on environmental issues.

The purpose of this MOU is to provide a framework of cooperation between the Parties in the fields of climate change and resilience, biodiversity, waste management and environmental governance in Federated States of Micronesia and more widely in the Pacific Islands region.

2. Objectives

The objective of this MOU is to develop a partnership between MCT and SPREP that will, as far as possible, and without limitation:

1. Enhance climate change resilience.

2. Enhance the conservation and management of biodiversity.
3. Enhance waste management and pollution control.
4. Enhance environmental governance processes and systems.
5. Promote and strengthen environmental networks within the Pacific Islands region.
6. Develop and implement projects and programmes as appropriate to meet the above objectives 1 - 5.

3. Collaborative activities

The Parties agree, to the extent possible, to collaborate in those areas identified in Section 2 above, to:

1. Implement joint activities and projects where SPREP has been funded by donors to manage or implement projects.
2. Invite each other to participate in relevant project steering committees, technical advisory panels and other project related meetings.
3. Actively engage in and assist with the implementation of all donor funded projects which MCT is participating in, providing logistical and jurisdictional support where required.
4. Collect and manage data in accordance with agreed data strategies and standards.
5. Share information and resources that will improve the effectiveness of both Parties.
6. Collaborate on, participate in and support special events at regional and global levels on mutually agreed topics and issues.
7. Collaborate to enhance capacity and promote best practice in environmental policies and their implementation in Federated States of Micronesia and in the Pacific islands region to ensure international, regional and national environmental objectives and commitments are met.
8. Cooperate in such other fields as the Parties may agree to add.

4. Annexes

1. Specific work once agreed to may be attached as an Annex to this MOU.
2. Such Annexes 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.
3. Specific collaborative work, 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.

5. Nature of the MOU

1. This MOU constitutes an expression of shared commitment of the Parties to achieve their shared objectives relating to the protection of the environment and strengthening the capacity of systems, institutions, organisations and individuals concerned with environmental protection in the Pacific Islands region.



SPREP PROE

2. Unless otherwise agreed, 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. This MOU is not governed by international or domestic law and does not constitute, nor is it intended to be a legally binding arrangement, contract or relationship. It does not create any legally binding or enforceable obligations, express or implied. It serves only as a record of each Party's separate intention pending execution of specific agreements governing the undertaking of activities as contemplated by this MOU.
4. This MoU constitutes an expression of mutual good faith by the Parties who commit to carrying out their responsibilities to the best of their abilities. Nothing in this MoU shall render either Party liable for any debts or obligations incurred by the other. Neither Party may make representations on behalf of the other.

6. Operational Provisions

1. This MOU shall enter into force on the date the last Party signs.
2. This MOU may be amended by agreement in writing between the Parties.
3. This MOU shall endure until such time as amended or terminated by the Parties.
4. Any dispute, controversy or difference as to the interpretation of this MOU will be settled amicably by mutual consent between the Parties.
5. Either Party may terminate this MOU by giving three months' written notice to the other.
6. Termination of this MOU will not incur liability for either Party and will not affect any separate agreements or other legally binding arrangements in place between the Parties.
7. Each Party will name, and keep updated, focal points to co-ordinate the cooperation called for in this MOU and its Annexed projects.



Kosi Latu
Director General
SPREP

Date: 21/4/2021



William Kostka
Director
MCT

Date: 04/28/2021