



SPREP
Secretariat of the Pacific Regional
Environment Programme



The Pacific environment, sustaining our livelihoods and natural heritage in harmony with our cultures.

MEMORANDUM OF UNDERSTANDING

MEMORANDUM OF UNDERSTANDING (MOU)

between

Victoria University of Wellington (Victoria)

and

The Secretariat of the Pacific Regional Environment Programme (SPREP)

(together, "the Parties")

Victoria University of Wellington (Victoria) is a university established under s162 of the Education Act 1989 with an address of Kelburn Parade, Wellington.

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

The Parties have reached the following understandings:

1. Objectives

1. The main objective of this Memorandum of Understanding (MOU) is to provide a framework of co-operation between SPREP and Victoria.
2. Within this framework the Parties will consult in an effort to collaborate on the activities they identify as important.

2. Collaborative Activities

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

1. Consult each other on matters of mutual interest in relation to physical, social, economic and political environmental issues including for example:
 - Coral research
 - Climate change research
 - Development studies

- Enhancing biosecurity
 - Democratic and participatory governance in relation to the environment
 - Political-economy of climate change
 - Social and environmental accounting
 - Organisational and social change.
2. Extend to each other standing invitations to be represented by observers at appropriate research conferences, symposia and meetings, including the annual SPREP Meeting and to co-sponsor relevant meetings, where dual representation would be beneficial.
 3. Collaborate and support awareness-raising efforts in relation to the areas listed in 2.1.
 4. Contribute to global and regional priorities in relation to the environment.
 5. Collaborate and support capacity-building initiatives relation to the environment.
 6. Keep respective stakeholders informed of co-operative activities undertaken pursuant to this MOU.

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 are 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 appoint a representative to oversee and facilitate implementation of this MOU in cooperation with other appropriate staff. The parties have appointed the following initial representatives:
 SPREP: Mr. Clark Peteru, Legal Adviser, clarkp@sprep.org
 Victoria: Professor James Renwick, james.renwick@vuw.ac.nz
4. Either party may change its representatives by notice to the other party. No representative will have the power to vary or amend this MOU.
5. The Parties will endeavor to ensure that their representatives meet at least once each year to review the terms and implementation of this MOU.

4. Annexes

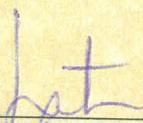
1. Specific work once agreed to may be attached as an Annex to this MOU or documented by way of a separate Collaboration Agreement.
2. Such Annex shall form an integral part of this MOU and, unless expressly provided otherwise, a reference to this MOU includes a reference to any such Annex.

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.

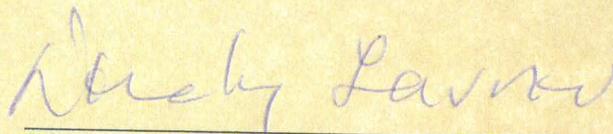
6. General

1. Nothing in this MOU will be interpreted as creating a relationship of partnership, agency, trust or any fiduciary relationship between the parties.
2. Unless otherwise stated in an Annex under Section 4.1. herein, this MOU is not intended to be legally binding or create any binding or legal obligations on either party.
3. Neither party may transfer, assign or subcontract this MOU or any rights or obligations under this MOU without the consent of the other party (not to be unreasonably withheld).
4. In the event of any disagreement or dispute between the parties, they will seek to resolve it amicably and constructively between themselves.



Mr. Kosi Latu
Director General
SPREP

Date: 18th FEBRUARY 2016



Professor Wendy Larner
Provost
Victoria University of Wellington

Date: 18/2/16