

Letter of Agreement
between
The Pacific Community (SPC)
and
Secretariat of the Pacific Regional Environment Programme (SPREP)

SPC and SPREP have demonstrated their commitment to work collaboratively as sister CROP agencies, by entering into a Memorandum of Understanding (MOU) in 2017. The MOU sets out the principles that underpin collaboration between the organisations including:

- the needs and priorities of the Pacific Island countries and territories
- genuine partnership
- mutual recognition and respect for each other's mandates
- joint approaches to addressing the same priority areas of work
- sharing of information
mutual support and advocacy.

This Letter of Agreement (LOA) sets out the agreement between SPC and SPREP (collectively referred to as 'the Parties' and individually as 'Party') regarding coordination, data, and technology sharing between SPC's Pacific Data Hub (PDH) and SPREP's Pacific Environment Portal (PEP).

The Parties aim to deliver a well-coordinated ecosystem that includes interoperable systems, coordinated activities, and a consistent message to member countries and territories and other stakeholders for the public good of the Pacific.

I. PDH, PEP, and the ecosystem

The PDH is a regional data and knowledge platform being developed by SPC that serves as a central access point for data and knowledge products about the Pacific, improving accessibility for variety of audiences. Its aim is to improve access, use, and management of Pacific data and knowledge products in the Pacific.

The PEP being developed by SPREP has a focus on establishing the regional environment portal and national environment portals for PICTs, with an aim to improve the national and regional access to data for monitoring, evaluation and analysis of environmental information in support of environmental planning, forecasting, and reporting requirements.

The ecosystem is the collection of technologies, services, and organisations that work together in a coordinated way to improve access to Pacific data and knowledge products, improve regional data management practices, and support evidence-based policymaking.

II. Reasons for collaboration

By working together to ensure a well-coordinated ecosystem for these two complementary projects and a joint approach to the member priority of dissemination of data, SPC and SPREP are demonstrating true CROP collaboration.

Building on the foundational principles of the MOU, the Parties intend to collaborate on these projects so as to:

- maximise the limited resources provided by development partners to the greatest good of the Pacific
- work towards building complementary systems and avoid duplicating investments
- leverage each other's lessons and investments for the greater Pacific public good
- present a consistent and united message to member countries, funding partners and other interested stakeholders on the intent and purpose of the ecosystem
- ensure that public data and knowledge products will be open harvested between the PDH and PEP
- develop a consistent user experience across the PDH and PEP so that users searching Pacific data experience a single approach
- develop consistent data standards and management practices
- support each other in efforts to improve access to regional access to Pacific data and knowledge.

III. Agreed Activities

To achieve the desired outcomes of the collaboration, both Parties agree to undertake the following activities, as a first step:

- develop shared guidance and messaging on the nature and use of the PDH, PEP and the ecosystem
- develop a shared roadmap for the PDH, PDH thematic portals, PEP, and PEP country portals
- work towards a shared resource mobilisation strategy to support the shared roadmap
- develop shared data sharing processes and agreements
- work towards a shared governance structure for the common ecosystem
- develop a consistent user interface for the PDH and PEP
- develop a shared work plan

Additional responsibilities, or changes to these responsibilities, will be agreed as part of the shared work plan.

The Parties will communicate regularly with each other and provide timely information and raise any issues of concern with the nominated focal point.

IV. Timing of activities

The shared messaging and road map are the highest priority for the Parties and are intended to be concluded within three months of this LOA entering into force.

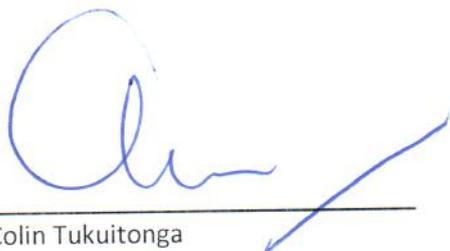
The roadmap will include more detailed work plan and timing but the parties commit to completing the identified activities at Article III within the next 18 months.

XII. Entry into force, amendment, and termination

This LOA will enter into force on the date of its signature by both Parties and will remain in force until either Party gives 30 days' notice of termination in writing to the other Party.

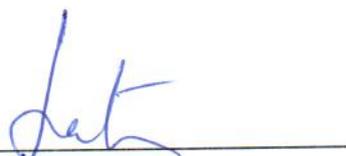
This LOA and its annexures may be reviewed and amended by mutual agreement in writing of both Parties at any time.

Clause VII of this LOA will extend beyond the termination of the LOA.



Colin Tukuitonga
Director-General
The Pacific Community

Date: 20 June 2019



Kosi Latu
Director General
Secretariat of the Pacific Regional Environment
Programme

Date: 20 June 2019

V. Budget

Each Party will bear its own costs and manage their own funds related to the implementation and development of the PDH and PEP, respectively. Notwithstanding this, the Parties may, by a separate mutual agreement in writing, co-fund specific activities undertaken by the other Party.

VI. Confidentiality and use of data

Each Party will maintain the confidentiality of any information it receives from the other Party that has been designated as confidential or which by its nature is deemed to be confidential. The Parties will only use confidential information for purposes of this LOA.

VII. Intellectual property rights and use of collected data

All pre-existing intellectual property rights remain the property of their current owner.

Any intellectual property rights arising out of joint collaboration of this Project will vest jointly in both Parties.

VIII. Visibility

The Parties maintain sole authority over their respective names, logos, and emblems.

IX. Focal points

The focal points for this LOA are:

Director Information Services
Bas Bergheof
SPC
Noumea, New Caledonia
Tel: (+679)
Email: johanb@spc.int

Operational focal points will be:
Lead Solutions Architect, siolit@spc.int

Director
Environmental Monitoring & Governance
Easter Galuvao
SPREP
Apia, Samoa
Tel: (+685) 21929
Email: easterg@sprep.org

Inform Project Manager, Paula@sprep.org

X. Resolution of disputes

The Parties shall make their best efforts to amicably settle any dispute, controversy or claim arising out of this LOA.

XI. Privileges and immunities

Nothing in or relating to this LOA shall be deemed a waiver of the privileges and immunities of SPC and SPREP.