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

MEMORANDUM OF UNDERSTANDING (MOU)

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between

Commonwealth Scientific and Industrial Research organisation (CSIRO)

and

The Secretariat of the Pacific Regional Environment Programme (SPREP)

(together, "the Participants")

CSIRO is Australia's leading multidisciplinary research organisation, with more than 5000 people working out of 55 centres in Australia and internationally. It is an Australian Government corporate entity established under the *Science and Industry Research Act 1949 (Cth)*, with a Board and Chief Executive. CSIRO's functions include research to assist Australian industry and Australian communities, achievement of national objectives, international scientific liaison, training of research workers, publication of research results, technology transfer, provision of scientific services and dissemination of information about science and technology. CSIRO is committed to building connections with the best partners in Australia and the world to complement its science capability and accelerate the delivery of the benefits of its research. CSIRO is a trusted scientific advisor and collaborates extensively with government, universities and industry.

SPREP is a regional, inter-governmental 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 CSIRO have mutual interests in relation to the coordination, development, and practical application of climate science and services to support resilient planning and development in the Pacific region...

The Participants have reached the following understandings:

1. Purpose

Based on the principles of equity, transparency and reciprocity, this MOU serves as a general framework for cooperation between the two Participants and is intended to facilitate development of opportunities for more specific joint/collaborative initiatives.

2. Objectives

The main objectives of this Memorandum of Understanding (MOU) are to:

- i. Provide commitment to encourage, facilitate and otherwise support enhanced coordination and collaboration in joint activities (see Article #2 below) and other areas of mutual interest to both Participants and partner Pacific Island countries more generally
- ii. Provide a foundation for maintaining and further strengthening a productive and trusted partnership for exchange of knowledge and capability, with emphasis on sustained collaboration for development and delivery of climate change science and services to build capacity for the Pacific region, and
- iii. Facilitate other potential areas of collaboration of mutual interest to pursue in the future.

3. Collaborative Activities

The Participants mutually decide, to the extent possible, to explore opportunities for engaging in collaborative activities including in, but without limitation to the following areas:

- i. Consult each other on relevant strategic policy, planning, priorities, stakeholder engagement, programming, partnership opportunities and other associated matters of mutual interest related to climate change science and services.
- ii. Extend to each other standing invitations to be represented by appropriate delegates at relevant meetings and other events, including the annual SPREP Meeting and other regional/inter-regional strategic planning meetings as appropriate
- iii. Co-sponsor/convene meetings and associated stakeholder engagements as part of relevant donor-funded activities in the Pacific.
- iv. Coordinate and jointly support awareness-raising efforts, implementation of regional priorities and associated capacity-building initiatives in relation to climate change and the environment, with initial emphasis on climate change science and services, including climate change impact, vulnerability and risk assessment.
- v. Keep respective memberships of both Participants informed of co-operative activities undertaken pursuant to this MOU.
- vi. Subject to donor support and direction, develop project/program-based partnership opportunities, including planning, design and implementation, and coordinate allocation of resources to maximize efficiency and effectiveness in the pursuit of shared objectives that address critical regional and national level climate change science and service priorities.
- vii. Explore collaborative opportunities to deliver on shared objectives in the context of the development and implementation of the Pacific Climate Change Science and Services Research Roadmap and related functions of the Pacific Climate Change Centre (PCCC) and the Pacific Islands Regional Climate Centre (PI-RCC) Network where appropriate.
- viii. Promote coordination and engagement with other relevant delivery partners, regional organisations, and other key stakeholders within and beyond the Pacific region to leverage and contribute towards more coordinated and strengthened climate change science and services.
- ix. Encourage opportunities for collaboration on Pacific-focused climate change peer reviewed research publications in partnership with regional and national institutions and universities under the frameworks of the Pacific Meteorological Council and its expert advisory Panels.



4. Operational Provisions

- i. This MOU constitutes an expression of shared intention of the Participants to endeavor to develop foundations for achieving their shared objectives relating to the protection of the environment and advancement of science, with emphasis on addressing the impacts of climate variability, extremes and change, and developing and strengthening the capacity of systems, institutions, organisations and individuals concerned with environmental protection in the Pacific region.
- ii. Each Participant's actions under this MOU will be considered to be that Participant's sole and separate action for all purposes, including liability, and neither Participant will claim to be acting on behalf of, or as agent for, the other Participant to this MOU.
- iii. This MOU is not governed by international or domestic law and does not constitute, nor is it intended to be a legally binding arrangement or contract. It does not create any legally binding or enforceable obligations, express or implied. It serves only as a record of each Participant's separate intention pending signature of specific arrangements governing the undertaking of activities as contemplated by this document.
- iv. Nothing in this MOU is to be treated as creating a legally-binding partnership, agency, trust, joint venture or otherwise.
- v. Any dispute, controversy or difference as to the interpretation of this Memorandum of Understanding will be settled amicably by mutual consent between the Participants
- vi. In signing this MOU, neither Participant necessarily commits to any financial or other binding obligation in relation to activities to be carried out under this MOU
- vii. The scope of activities under this MOU will be determined by availability of funds at both institutions for the types of collaboration undertaken and by such other financial assistance as may be obtained by either institution from external sources.
- viii. Any specific activity of collaboration or related sharing of confidential information and/or management/ownership of related IP will be subject to formal arrangement as relates specifically to each activity.
- ix. Notwithstanding anything contained in this MOU, each Participant retains its autonomy to conduct research and related activities independently of this MOU.
- x. Each Participant's rights, title and interest in its intellectual property and confidential information remains unaffected by the existence of this MOU.
- xi. Each Participant will name and keep updated designated focal points, to oversee and facilitate implementation of this MOU, in association with other appropriate administrators at the respective institutions, and to co-ordinate the cooperation called for in this MOU, and as at the date of signature of this MOU:
 - CSIRO designates Dr Geoff Gooley, Program Manager, Climate Services, Management and Outreach, Climate Science Centre, Oceans & Atmosphere, CSIRO
 - SPREP designates Ms Tagaloa Cooper, Director, Climate Change Resilience Programme, SPREP

5. Annexes

1. Specific work once approved may be attached added to Annex I to this MOU.
2. Such Annex will form an integral part of this MOU and, unless expressly provided otherwise, a reference to this MOU includes a reference to any such Annex.



6. Duration, commencement, amendments and termination

1. The duration of this MOU will be 12 months, renewable for such further period subject to joint evaluation of this arrangement and as may be mutually decided between the Participants.
2. This MOU will commence on the date the last Participant signs.
3. This MOU may be amended by mutual consent in writing between the Participants.
4. Either Participant may terminate this MOU by giving three months' written notice to the other.
5. Termination will incur no liability on either Participant and will not affect any separate arrangements or other legally-binding agreements in place between the two Participants.



Mr. Sefanaia Nawadra
Director General
SPREP

Date:

14/11/22



Dr Jaci Brown
Research Director
Climate Science Centre
Oceans & Atmosphere
CSIRO

Date:

14/11/22

ANNEX I to the MOU between:

- The Commonwealth Scientific and Industrial Research organisation (CSIRO); and
- The Secretariat of the Pacific Regional Environment Programme (SPREP)

relating to current/planned activities including (but not limited to):

- the GCF-funded *Van KIRAP Climate Information Services for Resilient Development in Vanuatu* project
- the proposed Adaptation Fund-funded *Kiribati outer islands water security* project
- the proposed GCF-funded *Climate Impact, Vulnerability and Risk Assessment (CIVRA) informing National Adaptation Plans for Tuvalu (TUV-RS-002), Nauru (NRU-RS-002), Niue and FSM* project

