

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE SECRETARIAT OF THE CONVENTION ON BIOLOGICAL DIVERSITY  
AND  
SECRETARIAT OF THE PACIFIC REGIONAL ENVIRONMENT PROGRAMME**

**WHEREAS** the Secretariat of the Convention on Biological Diversity (hereinafter referred to as "SCBD"), is established under Article 24 of the Convention on Biological Diversity and is administered by the United Nations Environment Programme, to provide secretariat services to the Parties to the Convention and its Protocols ;

**WHEREAS** the Conference of the Parties, at its fifteenth meeting is anticipated to adopt the post-2020 global biodiversity framework, including its associated monitoring framework.

**WHEREAS** SCBD has the mandate to provide support to Parties to the Convention and its Protocols, including with respect to their efforts to implement their obligations and especially in relation to the development, review and implementation of their National Biodiversity Strategies and Action Plans (NBSAPs) and national reports;

**WHEREAS** the Secretariat of the Pacific Regional Environment Programme (hereinafter referred to as "SPREP") is an inter-governmental organization and has a mandate to promote cooperation on the protection and sustainable development of the region's environment, and to serve as the conduit for concerted environmental action at the regional level;

**CONSIDERING** the agreement by member Governments of SPREP on the "Framework for Nature Conservation and Protected Areas in the Pacific Islands , 2020-2025" ("Pacific Islands Framework ") at the 30th SPREP Meeting in 2021 ;

**CONSIDERING** the State of Environment and Conservation in the Pacific Islands: Regional Report 2020, including the regionally endorsed set of regional indicators;

**ACKNOWLEDGING** the common elements between the Pacific Islands Framework and the post-2020 global biodiversity framework, including its monitoring framework ;

**WHEREAS** SCBD and SPREP (hereinafter collectively referred to as "Parties") share common objectives with regard to the conservation and sustainable use of biological diversity and the fair and equitable sharing of the benefits arising from the use of genetic resources, and wish to collaborate to further these common objectives within their respective mandates and governing rules and regulations;

**WHEREAS** the Parties intend to conclude this Memorandum of Understanding (hereinafter referred to as "MOU") with the aim of consolidating, developing and detailing their cooperation and effectiveness to achieve the common objectives in the field of biodiversity and the environment;

**NOW, THEREFORE, SCBD AND SPREP HAVE AGREED TO COOPERATE UNDER THIS MEMORANDUM OF UNDERSTANDING AS FOLLOWS:**

**Article 1**  
**Interpretation**

1. Implementation of any subsequent activities, projects and programmes pursuant to this MOU, including those involving the transfer of funds between the Parties, shall necessitate the execution of appropriate legal instruments between the Parties. The terms of such legal instruments shall be subject to the provisions of this MOU.
2. This MOU represents the complete understanding between the Parties and supersedes all prior MOUs, communications and representations, whether oral or written, concerning the subject matter of this MOU.
3. Any Party's failure to request implementation of a provision of this MOU shall not constitute a waiver of that or any other provision of this MOU.

**Article 2**  
**Duration**

This MOU shall be effective upon the last date of signature of the approving officials and remain in force until 31 December 2030, unless terminated in accordance with Article 15 below.

**Article 3**  
**Purpose**

1. The purpose of this MOU is to provide a framework of cooperation and understanding, and to facilitate collaboration between the Parties to further their shared goals and objectives in regard to the conservation, sustainable use of biological diversity, access to and benefit-sharing from the use of genetic resources, and the safe transboundary movements and use of living modified organisms.
2. The objectives of this MOU shall be achieved through regular dialogue and meetings between the Parties and through a variety of activities and areas of cooperation, as outlined in Article 4. This may require the execution of a separate legal instrument between the Parties to define and implement any subsequent activities, projects and programmes pursuant to Article 1.2 above.

**Article 4**  
**Areas of Cooperation**

1. Areas of Cooperation are agreed jointly through the cooperation mechanism in the MOU. Policies and priorities under this MOU may also be jointly reviewed annually by the Parties pursuant to Article 5 below to allow the Parties to respond to newly emerging issues in the realm of biological diversity, environment and sustainable development.
2. The Parties have agreed to the following preliminary and overarching areas of cooperation for this MOU, which form part of SCBD's mandate and programme of work and have been approved by the Conference of the Parties to the Convention, the Conference of the Parties serving as the



meeting of the Parties to the Cartagena Protocol on Biosafety, and the Conference of the Parties serving as the meeting of the Parties to the Nagoya Protocol on Access to Genetic Resources and the Fair and Equitable Sharing of Benefits Arising from their Utilization. The items listed below are also priorities or ongoing activities of SPREP, in accordance with its mandate. All could be strengthened through the cooperation of the Parties.

- a. Support to SPREP member Parties to implement the post-2020 global biodiversity framework, including its associated monitoring framework, and the preparation of national reports to the CBD and its Protocols;
- b. Support to SPREP member Parties on the review, development, updating and implementation of National Biodiversity Strategies and Action Plans (NBSAPs);
- c. Monitoring the implementation of the post-2020 global biodiversity framework in the Pacific region, including by providing information to inform future editions of the Global Biodiversity Outlook and the Local Biodiversity Outlook, as well as a possible companion piece(s) with a specific focus on the Pacific;
- d. Support for the implementation of various programmes of work under the Convention, in particular the programme of work on island biodiversity;
- e. Facilitating capacity building and technology transfer for SPREP member Parties to implement the post-2020 global biodiversity framework, including through the implementation of the long-term strategic framework for capacity-building and development, and through collaboration under the Sustainable Ocean Initiative, among others;
- f. Supporting the efforts of SPREP member Parties to mainstream of biodiversity into relevant sectors, including through the implementation of the long-term strategic approach to mainstreaming biodiversity; and
- g. Support to the ratification and implementation of the Cartagena Protocol on Biosafety and its Supplementary Protocol and the Nagoya Protocol on Access to Genetic Resources and the Fair and Equitable Sharing of Benefits Arising from their Utilization (ABS).

3. The Parties have also agreed to the following preliminary types of cooperative activities:

- a. Activities for capacity building and technical and scientific cooperation;
- b. Awareness-raising activities;
- c. Regional data collection and knowledge and information sharing;
- d. Participating in each other's meetings, as appropriate;
- e. Promoting the participation of SPREP member Parties in relevant global and regional activities and engagement in South-South cooperation; and
- f. Publishing, jointly, documents and reports, as appropriate, including relevant guidance and technical analyses.

4. The above list is not exhaustive and should not be taken to exclude or replace other forms of cooperation between the Parties on other issues of common interest.

Parties' initials:



**Article 5**  
**Organization of the Cooperation**

1. The Parties shall hold regular bilateral meetings on matters of common interest, in accordance with an agenda agreed to in advance by the Parties, for the purpose of developing and monitoring collaborative projects. Such meetings shall take place at intervals preferably once every twelve months, to:
  - a. Discuss technical and operational issues related to furthering the objectives of this MOU; and
  - b. Review progress of work undertaken by the Parties pursuant a separate legal instrument in the priority areas of cooperation mentioned in Article 4 above.
3. Within the context defined above, further bilateral meetings at desk-to-desk and at expert level shall be encouraged and set up on an ad hoc basis as deemed necessary by the relevant SCBD divisions and SPREP to address matters of common interest for the implementation of activities in specific areas, countries and regions.
4. In implementing activities, projects and programmes in the agreed priority areas, the Parties shall execute a separate legal instrument appropriate for the implementation of such initiatives in accordance with Article 1.2 above. In identifying the areas of cooperation under this MOU, due regard shall be given to SPREP's geographic coverage; capacity for implementation and experience in the related field.
5. Where SPREP is organizing a meeting with external participation at which policy matters related to the aims of this MOU shall be discussed, SPREP shall, as appropriate, either invite SCBD to participate in the meeting or update SCBD on relevant policy matters discussed at the meeting. Each Party undertakes to share knowledge and information in its area of operations and expertise relevant to the MOU with the other Party.

**Article 6**  
**Status of the Parties and their Personnel**

1. The Parties acknowledge and agree that SPREP is an entity separate and distinct from the United Nations, including SCBD. The employees, personnel, representatives, agents, contractors or affiliates of SPREP, including the personnel engaged by SPREP for carrying out any of the project activities pursuant to this MOU, shall not be considered in any respect or for any purposes whatsoever as being employees, personnel, representatives, agents, contractors or affiliates of the United Nations, including SCBD, nor shall any employees, personnel, representatives, agents, contractors or affiliates of SCBD be considered, in any respect or for any purposes whatsoever, as being employees, personnel, representatives, agents, contractors or affiliates of SPREP.
2. Neither Party shall be entitled to act or make legally binding declarations on behalf of the other Party. Nothing in this MOU shall be deemed to constitute a joint venture, agency, interest grouping or any other kind of formal business grouping or entity between the Parties.

**Article 7**  
**Fundraising**

Parties' initials:



1. To the extent permitted by the Parties' respective regulations, rules and policies, and subject to paragraph 2 below, the Parties may engage in fundraising to support the activities, projects and programmes to be developed or carried out pursuant to this MOU.
2. Neither Party shall engage in fundraising with third parties in the name of or on behalf of the other, without the prior express written approval of the other Party in each case.

**Article 8**  
**Intellectual Property Rights**

1. Nothing in the MOU shall be construed as granting or implying rights to, or interest in, intellectual property of the Parties, except as otherwise provided in paragraph 2 below.
2. In the event that the Parties foresee that intellectual property that can be protected shall be created in relation to a particular activity, project or programme to be carried out under this MOU, the Parties shall negotiate and agree on terms of its ownership and use in the relevant legal instrument concluded as per Article 1.2 above.

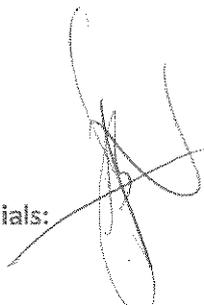
**Article 9**  
**Use of Name and Emblem**

1. Neither Party shall use the name, emblem or trademarks of the other Party, its subsidiaries and/or affiliates, or any abbreviation thereof, in connection with its business or for public dissemination without the prior express written approval of the other Party in each case. In no event shall authorization of the United Nations or SCBD name or emblem be granted for commercial purposes or for use in any manner that suggests an endorsement by SCBD of SPREP's products, business practices or services.
2. SPREP acknowledges that it is familiar with the independent, international and impartial status of the United Nations and SCBD, and recognizes that their names and emblems may not be associated with any political or sectarian cause or otherwise used in a manner inconsistent with the status of the United Nations and SCBD.
3. The Parties agree to recognize and acknowledge this partnership, as appropriate. To this end, the Parties shall consult with each other concerning the manner and form of such recognition and acknowledgement.

**Article 10**  
**United Nations Privileges and Immunities**

Nothing in or relating to this MOU shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs.

Parties' initials:



**Article 11**  
**Confidentiality**

1. The handling of information shall be subject to each Party's corporate confidentiality policies.
2. Before disclosing internal documents, or documents that by virtue of their content or the circumstances of their creation or communication must be deemed confidential, of the other Party to third parties, each Party shall obtain the express written consent of the other Party. However, a Party's disclosure of another Party's internal and/or confidential documents to an entity the disclosing Party controls or with which it is under common control, or to an entity with which it has a confidentiality agreement, shall not be considered a disclosure to a third party, and shall not require prior authorization.
3. For SCBD, a principal or subsidiary organ of the United Nations established in accordance with the Charter of the United Nations shall be deemed to be a legal entity under common control.

**Article 12**  
**Responsibility**

1. Each Party will be responsible for dealing with any claims or demands arising out of its actions or omissions, and those of its respective personnel, in relation to this MOU.
2. SPREP shall indemnify, hold and save harmless and defend at its own expense, the United Nations and SCBD, their officials, personnel and representatives, from and against all suits, claims, demands and liability of any nature or kind which may arise in relation to this MOU due to any actions or omissions attributable to SPREP.

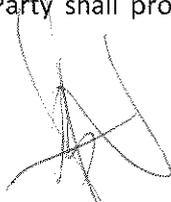
**Article 13**  
**Dispute Settlement**

1. The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of this MOU. Where the Parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then prevailing, or according to such other procedure as may be agreed between the Parties.
2. Any dispute, controversy or claim between the Parties arising out of this MOU which is not settled amicably in accordance with the foregoing sub-article may be referred by either Party to arbitration under the UNCITRAL Arbitration Rules then in force. The arbitral tribunal shall have no authority to award punitive damages. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

**Article 14**  
**Notification and Amendments**

1. Each Party shall promptly notify the other in writing of any anticipated or actual material

Parties' Initials:



changes that will affect the execution of this MOU.

2. The Parties may amend this MOU by mutual written agreement, which shall be appended to this MOU and become an integral part of it.

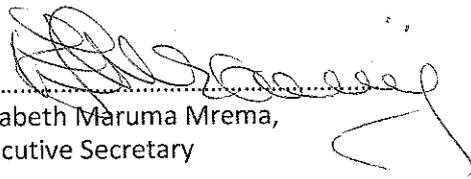
**Article 15  
Termination**

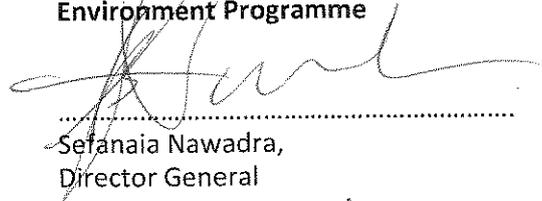
1. Either Party may terminate this MOU by giving three months' prior written notice to the other Party.
2. Upon termination of this MOU, the rights and obligations of the Parties defined under any other legal instrument executed pursuant to this MOU shall cease to be effective, except as otherwise provided in this MOU.
3. Any termination of the MOU shall be without prejudice to (a) the orderly completion of any ongoing collaborative activity and (b) any other rights and obligations of the Parties accrued prior to the date of termination under this MOU or legal instrument executed pursuant to this MOU.
4. The obligations under Articles 8-13 do not lapse upon expiry, termination of or withdrawal from this MOU.

IN WITNESS WHEREOF, the duly authorized representatives of the Parties affix their signatures below.

**For Secretariat of the Convention on Biological  
Diversity**

**For the Secretariat of the Pacific Regional  
Environment Programme**

  
.....  
Elizabeth Maruma Mrema,  
Executive Secretary

  
.....  
Sefanaia Nawadra,  
Director General

Date: 12 DECEMBER 2022

Date: 12/12/22