

[MOU/2022/ Asia and Pacific Office/5676]

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE UNITED NATIONS ENVIRONMENT PROGRAMME (UNEP)

AND

THE SECRETARIAT OF THE PACIFIC REGIONAL ENVIRONMENT PROGRAMME

WHEREAS the United Nations Environment Programme (hereinafter referred to as UNEP) is the leading organization within the United Nations system in the field of environment and has as a major area of focus of its global mandate, the conservation, protection, enhancement and support of nature and natural resources, including biological diversity, worldwide;

WHEREAS UNEP through its Asia and Pacific Office has the mandate to provide governments with policy advice and enhance the ability of countries to integrate environmental sustainability into national development processes. Further, United Nations Environment Programme's Governing Council at its twenty-second session in February 2003 emphasized the need to strengthen the institutional capacity of Small Island Developing States. Furthermore, the United Nations Environment Assembly at its second Session in May 2016 approved Resolution 2/4 on Role, functions and modalities for United Nations Environment Programme implementation of the SAMOA Pathway as a means of facilitating achievement of the Sustainable Development Goals, encouraging UNEP, within its mandate, to contribute as appropriate to the implementation of the SAMOA Pathway;

WHEREAS The Secretariat of the Pacific Regional Environment Programme (hereinafter referred to as "SPREP") an Intergovernmental Organization has the mandate 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, and the ongoing commitment of SPREP Member governments to this goal;

WHEREAS UNEP and SPREP (hereinafter collectively referred to as "Parties") share common objectives with regard to the conservation, protection, enhancement and support of nature and natural resources, including biological diversity worldwide, and wish to collaborate to further these common goals and 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 environment;



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

Article 1

Interpretation

1. References to this MOU shall be construed as including any Annexes, as varied or amended in accordance with the terms of this MOU. Any Annexes shall be subject to the provisions of this MOU, and in case of any inconsistency between an Annex and this MOU, the latter shall prevail.

2. 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.

3. 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.

4. 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

1. This MOU shall be effective upon the last date of signature of the approving officials and remain in force until 31 December 2025, 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, protection, enhancement and support of nature and natural resources, including biological diversity in support of environmental protection, climate change adaptation and mitigation and the sustainable development of the Pacific Islands region .

2. The objectives of this MOU shall be achieved through:

- Regular dialogue and meetings between UNEP and SPREP;
- Project Implementation in the areas of Environmental conservation, protection, enhancement and support of nature and natural resources, including biological diversity in support of environmental protection, climate change adaptation and mitigation and the sustainable development of the Pacific Islands region;



- Executive of a separate legal instrument between the Parties to define and implement any subsequent activities, projects, and programmes pursuant to Article 1.2

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 to allow the Parties to respond to newly emerging issues in the realm of environment and sustainable development.

2. The Parties have agreed to the following preliminary and areas of cooperation for this MOU, which form part of UNEP's mandate and programme of work and have been approved by UNEP's Governing Body. 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.

- Increase cooperation in areas of the mutual mandate, areas of work, interest and expertise and endeavor to jointly develop and implement activities in areas identified in Article 3 (1) and listed in Annex i;
- Endeavour to exchange information pertaining to environmental issues in the Pacific region as well as globally which is of shared interest;
- Endeavour to increase the capacity of Pacific islands to access and manage environmental and climate change-related financial, institutional, and human resources including through the Global Environment Facility, the Green Climate Fund; and
- Endeavour to promote the visibility of their respective organizations in the Pacific region

3. 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.

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 least once every 1 months to:

- a. discuss technical and operational issues related to furthering the objectives of this MOU; and
- b. review progress of work undertaken by SPREP pursuant to a separate legal instrument in the priority areas of cooperation mentioned in Article 4 above.



2. 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 UNEP divisions and SPREP to address matters of common interest for the implementation of activities in specific areas, countries and regions.

3. 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.

4. Where SPREP is/are 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 UNEP to participate in the meeting or update UNEP 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.

5. In addition to the above, UNEP and SPREP will regularly review their respective strategies, Programmes of Work etc. and seek mutual alignment and support between the agencies implementing these instruments. The Parties' respective responsibilities will be managed by a UNEP focal point in the Pacific (see Annex II) and a nominated staff member of SPREP.

Article 6

Status of the Parties and their Personnel

1. The Parties acknowledge and agree that SPREP is/are an entity(ies) separate and distinct from the United Nations, including UNEP. 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 UNEP, nor shall any employees, personnel, representatives, agents, contractors or affiliates of UNEP 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

1. To the extent permitted by the Parties' respective regulations, rules and policies, and subject to sub-article 2, the Parties may engage in fundraising from the public and private sectors 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 Article 8.2.

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.

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 expressly written approval of the other Party in each case. In no event shall authorization of the UN or UNEP name or emblem be granted for commercial purposes.

2. SPREP acknowledge(s) that it is/they are familiar with the independent, international and impartial status of the UN and UNEP, 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 UN and UNEP.

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

1. 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.

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 UNEP, 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

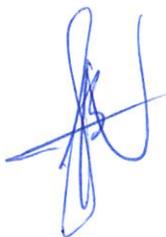
Responsibility

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 UNEP, 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 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 1 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.
5. This MOU replaces and supersedes any and all prior MOUs concluded between the Parties, all prior and other MOUs will have no further effect and the parties to all prior MOUs have no further rights or obligations.

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

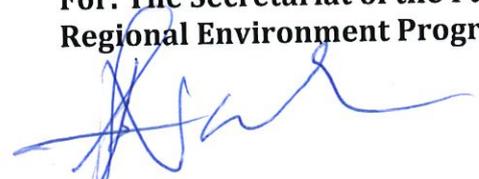
**For United Nations Environment
Programme**


Name: Inger Andersen

Title: Executive Director

Date: 15 Dec. 2022

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


Name: Sefanaia Nawadra

Title: Director General

Date: 15/12/22

Annex I

ANNEX 1

Strategic Partnership Priorities

Activities under the MOU are guided by the Strategic Priorities for UNEP's Pacific Office aligned with the priorities of the Pacific Island Countries (PICs) as expressed through the SAMOA Pathway, as well as through the UNEP Medium-Term Strategy 2022-2025 and the Programme of Work 2022-23 and the 30th meeting of the Secretariat of the Pacific Regional Environment Programme (SPREP) held in 2021.

I. Climate Action

- a. Facilitating the sharing of knowledge on climate science, policies, and best practices including interlinkage with nature and pollution through access to expertise and relevant networks.
- b. Assessing technology needs and facilitating technology transfer for adaptation and mitigation as well as enhance co-benefits to nature and pollution.
- c. Supporting the integration of climate change actions into national, fiscal, and sectoral policies and plans.
- d. Supporting the enhancement of Climate Information and Multi-hazard Early Warning Systems for social and economic resilience.
- e. Assisting PICs become Party to and build capacity to implement the Paris Agreement.
- f. Facilitating readiness and access to climate finance for adaptation and mitigation.

II. NATURE ACTION

- a. Facilitating global and regional knowledge sharing, networking and expertise on biodiversity and ecosystem management
- b. Supporting the Implementation of biodiversity-related Conventions, including the implementation of the post-2020 global biodiversity framework.
- c. Supporting the restoration and maintenance of ecosystem services.
- d. Strengthening the capacity of countries to value biodiversity and ecosystems and to integrate their sustainable management into development planning, investments, and accounting including the adoption of Sustainable Blue Economy approaches.
- e. Assisting countries to align their environmental programmes and financing to address important biodiversity conservation and ecosystem challenges.

III. CHEMICALS AND POLLUTIONS ACTION

- a. Assisting in the development of assessments and necessary policy and control systems to combat illegal trafficking in chemicals and waste.
- b. Supporting in the development of waste management strategies including dealing with harmful and hazardous waste
- c. Assisting countries to ratify as well as meet their obligations to related Chemical and Waste.



- d. Facilitating access to knowledge sharing, training, and financing.
- e. Supporting the implementation of the Montreal Protocol including the Kigali Amendment.

IV. SCIENCE POLICY

- a. Supporting the development of science/evidence-based knowledge products for policy making and management improvements in the Pacific.
- b. Supporting data management and information sharing, and development of indicators and assessments.
- c. Raising public awareness of scientific information and issues related to the environment and of solutions.
- d. Facilitating access to regional and global networks and expertise for Pacific academic/research institutions.

V. ENVIRONMENTAL GOVERNANCE

- a. Supporting rapid data assessments of SDG readiness and implementation plans on country and sub-regional levels to address pollution, climate change and biodiversity loss.
- b. Supporting Pacific Island Countries with national SDG indicators development and monitoring for the environmental dimensions of the SDGs.
- c. Assisting governments to strengthen environmental governance frameworks for SDG implementation including monitoring and reporting.
- d. Support Pacific Island Countries to advance environmental rule of law, strengthen, develop, and implement appropriate legal instruments and build related capacity in environmental law to address the triple planetary crisis.
- e. Strengthen and develop appropriate regional and national institutions, frameworks, networks, and mechanisms to enable good environmental governance and access to justice in environmental matters.

VI. FINANCE AND ECONOMIC TRANSFORMATIONS

- a. Raising awareness and education on IGE and SCP approaches for the implementation of the SDGs and the SAMOA Pathway.
- b. Facilitating the development of scientific and economic assessments for policy setting and action.
- c. Supporting policy development and helping create an enabling environment for Green Economy (GE) and Sustainable Consumption and Production (SCP) application.
- d. Supporting GE and SCP activities including sustainable tourism, building and energy efficiency.
- e. Facilitating networking and sharing of knowledge and expertise.

VII CROSS CUTTING

- a. Pursue a human right based and gender responsive approach to all programming under the thematic areas outlined above.
- b. Support Pacific Island Countries to strengthen gender mainstreaming and women's

empowerment and promote, protect and realize the human right to a healthy environment in accordance with international obligations to achieve the SDGs and leave no one behind.

- c. Support Pacific Island Countries to address ocean issues and SDG 14 including securing financing, technical and policy advice and the strengthening of platforms and networks for technical assistance and building pacific technical capacity.

Annex II

ANNEX 2



Correspondence and Focal Points

All correspondence between the PARTIES regarding this Memorandum and Joint Programme of Work should be addressed to:

at SPREP:

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Director General

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Dechen Tsering

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