



SPREP  
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**The Pacific Aviation Safety Office**

**&**

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

**Memorandum of Cooperation**

**NOVEMBER 2023**

## 1 Preamble

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Acknowledging:

- » The Pacific Aviation Safety Office (PASO) is a regional international organisation, established under the Pacific Islands Civil Aviation Safety and Security Treaty (PICASST);
- » The primary role of PASO is to provide technical assistance and support to States in the conduct of their international civil aviation safety and security regulatory obligations, to help address the shortcomings in the region's regulatory environment;
- » PASO assists its 10 Member States (Cook Islands, Kiribati, Nauru, Niue, Papua New Guinea, Samoa, Solomon Islands, Tonga, Tuvalu, and Vanuatu) to maintain safe and secure air transport links, enabling connectivity, economic growth and tourism. The 10 States comprise the PASO Council (the governing body of PASO) which also includes Australia, Fiji, and New Zealand;
- » The Secretariat of the Pacific Regional Environment Programme (SPREP) was established in 1993 by the governments and administrations of the Pacific region to promote co-operation in the South Pacific region and to provide assistance in order to protect and improve its environment and to ensure sustainable development for present and future generations;
- » SPREP has 26 Members, consisting of 21 Pacific Island countries and territories (American Samoa, Cook Islands, Federated States of Micronesia, Fiji, French Polynesia, Guam, Kiribati, Republic of Marshall Islands, Nauru, New Caledonia, Niue, Commonwealth of the Northern Mariana Islands, Palau, Papua New Guinea, Samoa, Solomon Islands, Tokelau, Tonga, Tuvalu, Vanuatu and Wallis and Futuna) and five Metropolitan countries with direct interests in the region: Australia, France, New Zealand, United Kingdom and the United States of America. Besides being the Secretariat of the SPREP Convention (also known as the Noumea Convention), SPREP is also the Secretariat for the Waigani Convention and the Apia Convention;
- » Both PASO and SPREP are Members of the Council of Regional Organisations in the Pacific (CROP) established by Pacific Islands Forum Leaders in 1988, with the primary purpose of improving cooperation, coordination and collaboration between Pacific inter-governmental organisations. Both PASO and SPREP have a common interest in the environment and sustainable development within the Pacific region.

Having regard to PASO and SPREP's (hereinafter referred to collectively as "the Participants") respective mandates and their objectives, as defined by their originating treaties and foundation documents, the Participants wish to enter into a formal cooperation framework to ensure:

- » That there is regular communication and engagement between the Participants on matters of common interest; and
- » That the Participants work collaboratively and in the interests of the broader Pacific Region, despite differences in focus, State Membership and operating models.

## 2 Introduction

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The purpose of this Memorandum of Cooperation (MoC) is to provide for a framework of cooperation and determine specific working arrangements between the Participants as well as to establish a communication channel, with a view to effectively cooperate in matters of common interest, in particular the range of activities identified in the MoC, based on the principles of common interest, reciprocity and complementarity.

## 3 Scope

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The scope of the intended cooperation between the Participants encompasses, but is not limited to, the following areas in accordance with the respective mandates of the parties.

Cooperation Type	High Level Action
Exchange of Information	<ul style="list-style-type: none"> <li>» Regular communication and engagement between the Participants on matters of common interest.</li> <li>» No surprises notification of matters (such as government or regional policy or initiatives) that may impact on the activities of the other organisation.</li> <li>» Response to questions or queries from one organisation that may assist the activities of the other organisation (for example, drafting of a briefing paper for regional leaders).</li> </ul>
Participation in meetings and other relevant forums	<ul style="list-style-type: none"> <li>» Invitation to participate in relevant training or other activities, as appropriate.</li> <li>» Invitation to attend and speak at each organisation's meeting(s), as and when required, appropriate or relevant.</li> <li>» Looking for opportunities to collaborate and share resources, personnel and knowledge.</li> </ul>
Implementation of joint projects	<ul style="list-style-type: none"> <li>» Willingness to engage on and explore potential activities or projects that are of mutual benefit.</li> <li>» Implementation of joint or collaborative activities, as appropriate.</li> </ul>
Consultation	<ul style="list-style-type: none"> <li>» Consultation with one another on matters of mutual interest in order to coordinate activities and to avoid contradictory messages, as appropriate.</li> <li>» Prior notification of announcements or developments that impact on the other.</li> </ul>
Assistance to identify suitable contacts, experts or data sources	<ul style="list-style-type: none"> <li>» Connecting each organisation with a range of contacts within existing networks, as may be required.</li> <li>» Assistance with identifying and engaging suitable experts to aid the work programs of each participant.</li> <li>» Assistance in identifying and accessing suitable data sources to aid proposal or policy development.</li> </ul>

## 4 Relationship Management & Communication

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### 4.1 Contact Persons

The Participants have nominated the persons specified in Schedule A to be the key points of contact under this MOC.

It is the responsibility of these contact people to:

- » Communicate and consult between the Participants on matters that arise that may be of interest to either Participant;
- » Be the primary source or recipient for the exchange of information;
- » Keep both Participants fully informed, as appropriate;
- » Act as a first point of reference between the Participants and as liaison persons for external contacts;
- » Work collaboratively to arrange meetings and/or organise participation in meetings/other forums.

### 4.2 Changes to Contact Persons

Any changes to an organisation's nominated contact person will be promptly notified to the other Participant. A handover process is encouraged, to ensure the new contact person is up to date with all relevant aspects of the relationship or activities underway that may affect or be of interest to that Participant.

## 5 Legal Nature

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### 5.1 Non-Enforceability

This MOC is a statement of intent and does not create any enforceable rights or obligations. The Participants are obliged to fulfil their tasks under this MOC on a best-effort basis, but there is no legal consequence for failure to do so.

### 5.2 Non-Applicability

This MOC does not modify or supersede any international law or treaty, or any national laws nor does it affect any provisions under other multilateral or bilateral agreements in force and applicable to the Parties or any State legislation that may impact on the commitments made under this MOC (for example any legal restriction around exchange of information).

### 5.3 Third-Party Beneficiaries

While it is envisaged that both Participants will carry out the cooperation arrangements for the benefit of their respective Members, there will be no direct third-party beneficiaries to this MOC.

## 6 Implementation

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### 6.1 Implementation Arrangements

This MOC will be implemented by mutual agreement and regular consultation between the Participants. The Participants may develop detailed and specific working methods and procedures under this MOC, including prescribing further the respective roles and responsibilities of involved members of staff and the method for the participation in, or attendance at, each organisation's meetings.

## 7 Confidentiality and Intellectual Property

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7.1 Exchange of information between the Participants for the purpose of this MOC shall be in accordance with the provisions of this MOC and subject to any applicable national laws and regulations governing the processing and release of information of the respective Participants.

Each Participant will ensure that information received based on this MOC will be treated in accordance with applicable laws and regulations governing the processing and release of information.

7.2 Sharing of information shall safeguard the legitimate rights of third parties, including their Intellectual Property rights. When exchange of data that is not publicly available takes place, confidentiality requirements may be developed — to the extent that these are permitted and contemplated in the Participants' founding or governance documents and the Participants will respect each other's confidentiality policies.

7.3 Unauthorised use and processing of data provided by a third party for the benefit of another party is not intended or acceptable under this MOC.

## 8 Commencement, Duration, Amendment & Termination

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### 8.1 Commencement

This MOC will take effect from the date it is signed by both Participants in clause 9 below.

### 8.2 Duration

This MOC is intended to operate for a period of 5 years from date of signature, unless both Participants agree in writing to renew its term before expiry.

Despite the intention to enjoy a long-term relationship, the Participants have agreed that the fixed duration provides a basis for both Participants to review the arrangements and determine whether renewal should occur and/or whether any amendment is required.

### 8.3 Amendment

This MOC may be amended at any time with the agreement of both Participants.

### 8.4 Termination

This MOC may be immediately terminated by either Participant by providing written notice to the other Participant.

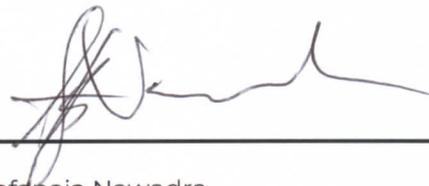
## 9. Execution

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Andrew Valentine  
**General Manager**  
**Pacific Aviation Safety Office**

Dated: 07/11/23



Sefanaia Nawadra  
**Director General**  
**Secretariat of the Pacific Regional**  
**Environment Programme**

Dated: 07/11/2023.



### Schedule A – Contact Persons

Pacific Aviation Safety Office	Secretariat of the Pacific Regional Environment Programme
<p><b>Mr Wayne Kalotiti</b> <b>Engagement Adviser</b> <b>E: <a href="mailto:wkalotiti@paso.aero">wkalotiti@paso.aero</a></b></p> <p><b>Ms Leisale Kalorib</b> <b>Program Manager</b> <b>E: <a href="mailto:lkalorib@paso.aero">lkalorib@paso.aero</a></b> Pacific Aviation Safety Office Rue D'Artois   Nambatu P.O. Box 139   Port Vila   Republic of Vanuatu Phone: (678)28500   Web: <a href="http://www.paso.aero">www.paso.aero</a></p>	<p><b>Ms Audrey Brown – Pereira</b> <b>Executive Officer</b> <b>E: <a href="mailto:audreyp@sprep.org">audreyp@sprep.org</a></b></p> <p><b>Ms Rosanna Galuvao</b> <b>Executive Assistant</b> <b>E: <a href="mailto:rosannag@sprep.org">rosannag@sprep.org</a></b> Secretariat of the Pacific Regional Environment Programme PO Box 240   Apia   Samoa Phone: (685) 21929 Fax: +685 2023 Web: <a href="http://www.sprep.org">www.sprep.org</a></p>



**ANNEX**

The scope of the intended cooperation between PASO and SPREP is in the following areas, in accordance with the respective mandates of the parties. The list is not exhaustive, and should there be additional areas for cooperation, these will be further added into the list below.

Areas for Cooperation	Purpose	High Level Focus Areas
Certification of aviation weather service organizations	<ul style="list-style-type: none"> <li>» To support States with their certification of Part 174 Aviation Meteorological Service Organisations;</li> <li>» PASO will support the delivery of Part 174 MET Services according to our resources and policies;</li> <li>» This collaboration will provide a coordinated and cohesive platform that will achieve Part 174 Aviation MET Service Organisations.</li> </ul>	<ul style="list-style-type: none"> <li>» To develop a work or project plan to identify the relevant responsibilities to support States;</li> <li>» To support and commit to:               <ul style="list-style-type: none"> <li>» Monitoring and Evaluation (M&amp;E),</li> <li>» Operational research,</li> <li>» Information sharing and publications for improving data collection and</li> </ul> </li> <li>» M&amp;E in support of evidence-based decision making, on matters concerning PIAWS.</li> </ul>
Environmental Protection	<ul style="list-style-type: none"> <li>» Take proactive steps to enhance the protection and sustainability of our environment and cultures;</li> <li>» To ensure that there are appropriate settings to accommodate and welcome implementation of new aviation technologies such as new fuels and aircraft types;</li> <li>» To adapt and protect aviation infrastructure services from current and future climate variability and change impacts.</li> </ul>	<ul style="list-style-type: none"> <li>» To progress initiatives targeted at addressing the environmental impacts of aviation;</li> <li>» Ensuring we have the appropriate settings to accommodate and welcome implementation of new aviation technologies, such as new fuels and aircraft types, and PASO to work with SPREP to identify the impacts to environment;</li> <li>» Adapting and protecting aviation infrastructure from current and future climate change impacts</li> <li>» Set up a possible high level sector group led by members established and meets at least teach annually.</li> </ul>