



Pacific
Community
Communauté
du Pacifique



SPREP
Secretariat of the Pacific Regional
Environment Programme

MEMORANDUM OF UNDERSTANDING (MOU) ^{SPREP}

between

THE PACIFIC COMMUNITY (SPC)

and

THE SECRETARIAT OF THE PACIFIC REGIONAL ENVIRONMENT PROGRAMME (SPREP)

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The Pacific Community (hereinafter called 'SPC') an intergovernmental organisation founded by treaty (the Canberra Agreement) in 1947, owned and governed by 27 member countries and territories (22 Pacific Island countries and territories and 5 metropolitan countries) to serve the development, scientific and technical needs of the Pacific region; and

The Secretariat of the Pacific Regional Environment Programme (hereinafter called 'SPREP') a regional, intergovernmental organisation comprising 26 members consisting of 21 Pacific Island countries and territories and 5 metropolitan 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 SPC and SPREP (together, "the Parties") are intergovernmental organisations with common membership sharing common challenges and issues and working towards beneficial outcomes for their Pacific Island members.

PREAMBLE

The Parties,

- *Conscious* that the Parties provide their members with advisory, capacity building (training) and research services in programme areas under their respective mandates, including scientific, technical, economic, social, educational, policy and strategic services to support, enhance, complement and supplement each member's capacity to achieve national and regional development outcomes agreed to by Pacific leaders;
- *Acknowledging* that in some areas both organisations have clear complementary roles to play – such as in climate change, energy, sustainable economies and livelihoods, ocean and natural resource management – which together contribute to a holistic and sustainable solution, highlighting the importance of maximising cooperation and synergies and minimising the potential for duplication of work;

- *Noting* that the Parties work with many key stakeholders at national, regional and international levels to support members in many areas of mutual responsibility;
- *Desiring* to develop collaborative approaches in programmes and projects through collaborative agreements, to signal to donors and members that SPREP and SPC are committed to transparent and enhanced cooperation with each other to better serve the priorities of their member countries and territories, in which both organisations have a mutually reinforcing role;
- *Accepting* that each organisation has been designated the 'lead agency' in certain areas of importance to members for which a coordinated regional approach will add greater value to achieving each member's national development outcomes, such as energy and disaster risk management in the case of SPC and climate change for SPREP; and
- *Declaring* their commitment to work closely together to maximise effective cooperation and efficiency and enhance synergies in delivering services to their mutual membership within the areas under their respective mandates.

NOW THEREFORE the Parties have agreed to collaborate as follows:

1. Objectives

1. The main objective of this MOU is to provide a framework for co-operation between the Parties in the areas of mutual interest specified in Annex 1.
2. Within this framework the Parties will consult in an effort to collaborate on the activities they identify as requiring implementation.

2. Principles of Collaboration

The following principles underpin this MOU,

1. **The needs, priorities and inclusion of Pacific Island countries and territories** – will underpin and guide the work of the Parties as reflected in relevant national and regional plans and more specifically in the Pacific Region's collective vision articulated in the 2050 Strategy for a Blue Pacific Continent and its Implementation Plan and expressed at meetings of the governing bodies of SPC and SPREP, and at relevant meetings of Pacific Ministers and Leaders. The Parties should endeavour at all times to consider the inclusion of member countries where appropriate, in the planning, implementation, monitoring and evaluation of partnership activities. This may also include formal roles in partnership activities as per Article 2(4).
2. **Genuine partnership** - The collaboration is based on a genuine spirit of partnership in which the Parties seek to enhance and complement each other's efforts while building on their inherent strengths and areas of primary expertise. As such the Parties are committed to the principles of the 'one team' approach for the Pacific, following the example of the 'One CROP team' for CROP preparation and participation to the United Nations Framework Convention on Climate Change (UNFCCC) Conference of Parties.
3. **Mutual recognition and respect for each other's mandates** - Mutual and reciprocal recognition of each Party's role and respect for each Party's mandate are central to this MOU.
4. **Expanding the partnership** – Each organisation brings its own resources to the partnership. SPREP and SPC, in addition to their expertise at the regional, national, and international levels, are both able to draw on and mobilise expertise through their networks to support initiatives in the Pacific region. The Parties are members of CROP (Council of Regional Organisation in the Pacific) working groups, which provide a valuable coordinating and technical service to member countries and territories. Through the 2050 Strategy for a Blue Pacific Continent and other related mechanisms the Parties have the ability to bring issues and priorities to the attention of Pacific Island leaders. Where appropriate, combining the

resources of the Parties will magnify the impact of their assistance and the benefits to Pacific Island countries and territories.

5. **Joint approach when addressing the same priority areas of work** – where the Parties are involved in the same priority area of work, a joint approach will be defined through a collaborative process that respects the core functions of each organisation and the strategies or approaches that have been defined by their respective governing bodies. The Parties further agree to develop joint approaches and work plans when supporting countries, and to undertake joint consultation with countries during the development phases.
6. **New and emerging priorities or gaps** – For new or emerging priorities or where gaps are identified that require concerted and joint efforts, the Parties will consult with each other. If both the Parties express an interest in engaging, they will undertake joint assessments, leading to the development of an agreed approach or strategy to address the issues. The Parties will consult with relevant countries and other potential development partners to determine the best way to address these priority areas.
7. **Sharing of information** - The Parties agree to share information that is necessary to assist each Party in achieving the common purpose and principles contained in this MOU. Such information may include raw and processed data, technical data and reports, budget documents, minutes of meetings and trip reports. For joint activities, work plans and calendars of events will also be shared.
8. **Mutual support and advocacy** -The Parties will respect and acknowledge each other’s roles and responsibilities in specific areas. Each Party agrees to take appropriate measures to give due credit to the other Party is providing funding, technical assistance or implementation support. To the extent possible, information provided to media agencies and to the beneficiaries of projects and activities supported as a result of this MOU and related publicity material, official notices, reports and publications, shall acknowledge the role and contributions of the Parties, including where appropriate participating governments, donors and other participating organisations and stakeholders.
9. **Increased effectiveness and harmonisation.**
SPC and SPREP will strive to:
 - (a) align their support to Pacific Island countries’ national development and sectoral plans and harmonise their organisational process (for example, work plans; country visits; data collection, accessibility, dissemination (including common data definitions) and storage; and surveillance, monitoring and evaluation processes to increase aid effectiveness and effective utilisation of limited resources;
 - (b) utilise accepted global and regional reporting tools for development of information systems as the primary basis for information collection, supplemented as necessary by specific additional information required for national/regional level policy analysis, advice, and formulation, or for specific reporting requirements; and
 - (c) commit to more effective and integrated planning of shared key areas of work.
10. **Joint resource mobilisation** - SPC and SPREP agree, subject to their respective regulations and within their capacity and resources, to make joint efforts for the mobilisation of financial and other resources, and institutional support, from potential development partners and financial institutions and Funds. Each Party shall provide and privilege, as and when considered necessary, the technical assistance required for the formulation and implementation of projects or other jointly agreed activities, in accordance with its regulations, rules, policies and capacity.

3. Core activity areas of the partnership

In keeping with the above principles, SPREP and SPC agree to pursue the areas of partnership contained in Annex 1 to this MOU in the first instance. Annex 1 will be updated as new or emerging areas of partnership develop over time.

4. Mechanisms of collaboration

1. **Oversight** - The Director General of SPC and the Director General of SPREP will oversee and manage the overall implementation of this MOU through an annual strategic high-level discussion to be reflected in a joint workplan which may be attached as an Annex to this MOU. Each party designates the focal point outlined in Article 5 of this MOU to manage the operational arrangements/implementation of initiatives resulting from this MOU.
2. The framework for strengthening collaboration between the Parties will include the following mechanisms for consultation:
 - (a) **Executive consultation** - The Director General of SPC and the Director-General of SPREP will conduct annual consultations that will include a review of progress made on the implementation of this MOU. The timing for such consultations, including the development of the agenda and identification of participants from each organisation, will be coordinated by the focal points. One (1) outcome from these consultations will be a joint work plan to operationalise the areas of mutual interest agreed to by both Parties.
 - (b) **Technical/programme consultation** - Regular and open consultation and communication between the technical staff of the Parties will be encouraged. This consultation and communication will address matters of mutual interest affecting the Pacific region and ensure coordination of joint work plans and collaboration on their implementation, in keeping with the spirit of this MOU. Focal points from each organisation will be involved in facilitating such consultations.
3. The Parties will explore **innovative approaches** to strengthen their collaboration through other mechanisms such as:
 - (a) Delegating implementation to the other Party and/or jointly monitoring each other's initiatives where appropriate and within their respective regulations and funding conditions;
 - (b) Funding staff of the other Party where relevant and appropriate in accordance with the funding Party's regulations, rules and policies;
 - (c) Co-location of staff under relevant Hosting Agreement where agreed to between the Parties;
 - (d) Extending the use of office space in-country or at headquarters to visiting staff from the other Party;
 - (e) Accepting secondments and/or attachments of staff between the Parties; and
 - (f) Preparation of joint technical reports and advice and conduct of joint workshops and activities.

5. Focal Points

The focal points for coordination of activities under this MOU are:

1. For SPC, Mr. Paula Vivili, Deputy Director-General
2. For SPREP, Ms. Easter Chu Shing, Deputy Director General

6. Governing Bodies

Participation at governing bodies meetings.

1. Each Party extends to the other invitations to attend as Observers the biennial SPREP Meeting and the SPC Committee of Representatives Governments and Administrations (CRGA) Meeting including attendance at key technical meetings where appropriate and as resources permit.
2. SPREP has the option should it wish to do so, apply for Permanent Observer Status with SPC as another means of enhancing the institutional and technical relationship between the Parties.

7. Collaborative Activities

The Parties agree, to the extent possible, but without limitation, to:

1. Consult each other on policy matters of mutual concern.
2. Exchange information on planned developments and current activities in relation to the environment and sustainable development.
3. Collaborate, support awareness-raising efforts and implementation of global and regional priorities in relation to the environment, climate change, and sustainable and resilient development.
4. Collaborate and support capacity-building initiatives in relation to the environment and sustainable development.
5. Keep respective memberships informed of collaborative activities undertaken pursuant to this MOU.

8. Operational Provisions

1. This MOU constitutes an expression of a shared intention of the Parties to develop foundations for achieving their shared objectives relating to environmental sustainability, sustainable development and developing and strengthening systems, institutions, organisations and individuals concerned with environmental protection in the Pacific region.
2. Each Party's actions under this MOU shall be considered to be that Party's sole and separate action for all purposes, including liability, and neither Party shall claim to be acting on behalf of, or as agent for, the other Party to this MOU.
3. Each Party will keep the details of the focal points updated during the term of the MOU.
4. In executing this MOU, neither Party necessarily commits to any financial obligation in relation to activities to be carried out under this MOU.
5. Where specific common projects or joint activities are identified, letters of agreement would be developed, as required and appropriate, to specify the extent of the collaboration, the cost sharing arrangements, the implementation modalities or the communication protocols, as well as conditions relating to each Party's role, responsibilities and liability. Such arrangements will be jointly reviewed and concluded between the Parties.

(a) The Letter of Agreement taking into consideration the principles outlined in this MOU will include:

- i. reference to this MOU and the general conditions set forth herein;
- ii. the scope of work and activities involved;
- iii. any specific obligations of the Parties;
- iv. ownership of intellectual property rights arising from the outcomes;
- v. the workplan, budget, funding and financial arrangements and reporting requirements;
- vi. the duration; and
- vii. any specific modalities and conditions.

(b) Any initiative or activity under a letter of agreement will be subject to the Regulations and Rules of the Parties and the general terms and conditions pertaining to this MOU.

6. **Financial arrangements.** The Parties recognise that they each have different financial regulations and where both the Parties are executing joint work programmes each Party will endeavor to negotiate direct funding wherever possible. However, if the Parties have agreed on areas of common interest based on country priorities and their respective mandates, they should ensure complementarity and sharing of resources.

7. **Consultations.** The Parties on a regular basis will maintain consultations on issues and activities of strategic importance for the purposes of furthering and facilitating the effective achievement of objectives they have in common and of ensuring the greatest possible coordination of activities with a view to maximizing complementarity and mutual support.

9. Confidentiality and intellectual property

1. Each Party shall 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.
2. The Parties will only use confidential information for purposes of this MOU and not for any private or commercial gain. This confidentiality obligation shall not apply to information which the recipient can prove in writing it was at the time of disclosure:
 - (a) in the public domain;
 - (b) lawfully in its possession, and not acquired directly or indirectly from a third party under an obligation of confidentiality;
 - (c) furnished to the recipient without restriction by a third party having a bona fide right to do so;
 - (d) public knowledge by act or acts beyond the recipient's control; or
 - (e) required to be disclosed by law or pursuant to a judicial order.
3. Where the Parties are required to disclose Confidential Information by law or pursuant to a judicial order, the Parties agree to provide each other with prompt written notice so that they will have an opportunity to obtain a protective order or take such other appropriate action to assert their privileges and immunities.
4. Each Party shall take all reasonable precautions to ensure that this MOU and/or the information contained herein shall not be disclosed to any non-affiliated third parties, unless otherwise agreed to in writing between the Parties.
5. Nothing in this MOU is intended to affect each Party's pre-existing intellectual property and other property rights.
 - (a) Pre-existing intellectual property and other property rights shall remain with their originating Party.
 - (b) Each Party shall ensure that intellectual property rights and other property rights of the other Party or third parties are not infringed during the course of this MOU.

10. Annexes

1. Specific work once agreed under a workplan may be attached as an Annex to this MOU.
2. Such Annex shall form an integral part of this MOU and, unless expressly provided otherwise, a reference to this MOU includes a reference to any such Annex.

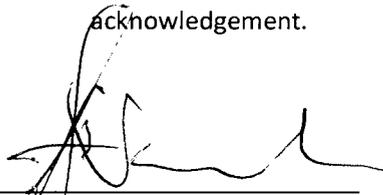
11. Duration, entry into force, amendments and termination

1. The duration of this MOU shall be five (5) years, renewable for such period as agreed between the Parties.
2. This MoU will enter into force on the date on which it is signed by authorized representatives of both Parties.
3. The Parties may agree to amend this MoU through an exchange of letters between them following appropriate consultations.

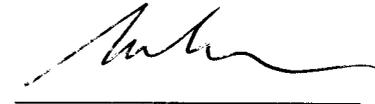
4. This MoU may be terminated by mutual consent of both the Parties or by either Party giving the other Party six (6) months' written notice in advance. This period shall commence as from the date of receipt of the notice of termination.

12. Miscellaneous

1. Nothing in or relating to this MOU shall be deemed as a waiver, express or implied, of any of the privileges and immunities of either Party, including those of its officers or any subsidiary organs.
2. This MOU is not an international treaty. This MOU is not governed by international law and does not constitute or create (and is not intended to create) obligations under international or domestic law and will not give rise to legal process and will not be deemed to constitute or create any legally binding obligations (express or implied).
3. The Parties shall make their best efforts to amicably settle any dispute, controversy or claim arising out of this MOU, in accordance with the rules and procedures of both the Parties.
4. Neither Party shall use the name, emblem or logo of the other Party, its subsidiaries, affiliates, or any abbreviation thereof, in connection with its activities or otherwise without the express prior written approval of the other Party in each case.
5. The Parties agree to recognize, acknowledge and publicize this partnership as appropriate. To this end, the Parties shall consult with each other concerning the manner and form of such recognition and acknowledgement.



Mr Sefanaia Nawadra, Director-General



Dr Stuart Minchin, Director General

SPREP

Date:

07/11/2023

SPC

Date:

07/11/2023

Annex 1

Agreed actions to be implemented:

1. Develop joint programmes in areas of mutual interest, including, but not limited to, renewable energy and energy efficiency, climate change, hydrology, climate related disaster risk reduction, the management of marine and coastal resources, invasive species management and biosecurity, terrestrial and land-based resource management, access and benefit sharing and related traditional knowledge, waste and water pollution, data collection and management, biodiversity conservation and protected areas, ocean management and science;
2. Develop synergies and cooperation with planned and existing activities to provide better delivery of services at national and regional levels;
3. Respect and reinforce the leading roles of each organisation in relation to cross cutting issues such as climate change, ocean, energy, and gender and social issues;
4. Work together in areas of importance to island countries and territories that require balancing developmental and biodiversity/conservation outcomes, including but not limited to activities such as tilapia farming and aquaculture, inshore and offshore fisheries management, sustainable forestry management, agricultural development, food systems, renewable and efficient energy, low carbon transportation, seabed mining, ocean monitoring, waste and water management, as well as the negotiation processes for international agreements, in particular the one relating to biodiversity beyond national jurisdiction;
5. Work together to develop joint funding proposals to complement and better integrate the work of the two organisations while servicing the needs of the members;
6. Commit to the exchange and sharing of data and information in all work areas and specifically areas such as climate change, energy, oceans, fisheries, land resources management including forestry and agriculture, statistical and demographic, geographic and spatial data etc;
7. Establish meetings or technical forums for staff of both organisations to share, discuss, develop, implement and monitor programmes of mutual interest;
8. Where possible, send a senior representative to attend the annual or biennial meetings of each other's governing body;
9. Wherever possible support each other's positions in third party meetings or forums; and
10. Use the SPC and SPREP Strategic and Business Plans to identify areas of complementarity between the work of both organisations at member country/territory level.