



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")

SPREP
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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.

The Participants have reached the following understandings:

1. Purpose and Scope

Based on the principles of equity, transparency and reciprocity, this Memorandum of Understanding (MOU) serves as a general framework for cooperation between the Participants. It is thereby intended to facilitate development of opportunities for more specific joint/collaborative initiatives in a manner consistent with the shared vision and scope of the existing Partnership Arrangement between the Australian Government and SPREP entitled "Partnership between Government of Australia and the Secretariat of the Pacific Regional Environment Program 2021-2031".

In particular, the scope of the MOU is centered around the existing core business pillars and strategic priorities of SPREP and partner Pacific Island countries:

- Climate Change Resilience

- Environmental Monitoring and Governance
- Island and Ocean Ecosystems
- Waste Management and Pollution Control.

By association, the purpose and scope of the MOU is also intended to facilitate discussions regarding the further development of the Pacific Climate Change Centre, including its strategic objectives and core functions.

2. Principles of Engagement

In the context of the specified purpose and scope of this MOU, the Participants have mutually decided upon the following 'high level' principles of engagement which otherwise underpin discussions and actions pursuant to this MOU. The development and implementation of programs, projects or other activities in this MOU will be entered into under separate legally binding agreements.

- For the Pacific, with the Pacific:
 - Pacific Island countries are the primary/ultimate beneficiaries of all activities.
 - Principles of co-design, co-production and co-delivery apply between the Pacific and Australia, including between the Participants and associated service providers and key stakeholders where appropriate.
 - Program/project and associated 'path-to-impact' planning and design processes to be logic-based and outcome-focussed, conducive to effective and efficient monitoring, evaluation and learning.
 - Strategic drivers to be framed around requisite climate change, environment and biodiversity outcomes and impacts in the Pacific, consistent across both Pacific and Australian policy settings where appropriate.
- Science informing services...services informing decisions:
 - Framing for all activities to be user-driven and science-informed, with emphasis on science-based services to inform climate policy development, risk management planning and associated decision-making.
 - End-to-end, knowledge value chain approach to climate action applies at regional and national/sub-national scale, with emphasis on products and services tailored to needs of target users in the Pacific.
- Best Practice governance:
 - Best practice/fit-for-purpose governance applies, underpinned by effective and efficient systems and procedures.
 - Governance arrangements which are participatory, agile and adaptive, elevate users at partner country level to the decision-making table.
 - Data is managed as open source/public good where appropriate unless otherwise subject to ownership/Intellectual Property and/or cultural interests and protocols of partner countries.
 - Management and administration systems and procedures subject to continuous improvement and innovation as key imperatives to facilitate service delivery.
 - Jointly determined gender/social equity and environmental sustainability standards and safeguards apply across all activities.
- Partnerships, capability and capacity development:
 - Multi-disciplinary and multi-agency collaborative partnerships to underpin and/or otherwise enhance core capabilities and capacity where appropriate.
 - Knowledge domains to mainstream both technical ('western') science and Traditional/Indigenous knowledge capabilities in equitable, effective and culturally sensitive manner.

- Focus to be on development of partner country capacity and capability to facilitate tangible, long-term, sustainable outcomes for local communities.
- Equal Status of Participants:
 - The status of the Participants will be as organisations of equal standing according to the spirit and tenor of this MOU.
- Commitment to both Participant's principles and values:
 - The Participants have mutually determined to respect each other's constitutional principles and values, and each Participant is of the understanding that nothing in its governance or operational activities is incompatible with the spirit and tenor of this MOU.

3. Objectives

In the context of the specified purpose and scope (paragraph 1) and principles of engagement (paragraph 2), together with the vision and scope of the Australian Government/SPREP Partnership Arrangement, the objectives of this MOU are to:

- i. encourage, facilitate and otherwise support enhanced coordination and collaboration in joint activities (refer to paragraph 4) 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 identification of other potential areas of collaboration of mutual interest beyond that which has already been defined under paragraph 1, to pursue in the future.

4. Collaborative Activities

The Participants mutually decide, to the extent possible, to explore opportunities for engaging in collaborative research activities aligned with the specified scope of the MOU under paragraph 1 including, 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 to the Participants.
- 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 and associated governance 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.
- 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 and environmental research 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 and environmental research.
- ix. Encourage opportunities for collaboration on Pacific-focused peer reviewed climate change and environmental research publications in partnership with regional and national institutions and universities under the frameworks of relevant Pacific governance networks and management arrangements.

5. Operational Provisions

- i. This MOU constitutes an expression of shared intention of the Participants in an 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 change, including building resilience of local communities, facilitating environmental sustainability and developing and strengthening the capacity of systems, institutions, organisations and individuals concerned with climate resilience and 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. In such circumstances, the Terms and Conditions of allocated resources will be specified under separate legally and commercially binding (activity/project/program centric) agreements.
- viii. Any specific activity of collaboration or related sharing of confidential information and/or management/ownership of related IP will be subject to a separate formal agreement as relates specifically to each activity/project/program.
- ix. Notwithstanding anything contained in this MOU, each Participant retains its autonomy where appropriate 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 Mr. Tilo Happ



- SPREP Ms. Tagaloa Cooper

6. Annexes

1. Specific areas of collaboration work (including activities, projects, programs etc) once approved by the Participants may be attached (and subsequently 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.

7. Duration, commencement, amendments and termination

1. The duration of this MOU will be 5 years, 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 will be reviewed annually and details may be amended by mutual consent in writing between the Participants.
4. Either Participant may terminate this MOU by giving three months' written notice with reasonable justification 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. The Participants will consult to determine how any outstanding matters should be dealt with.



Mr. Sefanaia Nawadra
Director General
SPREP



Dr. Jaclyn Brown
CSIRO

CSIRO

Date: 8/12/23

Date: 08/12/2023

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 areas of collaboration including (but not limited to):

- **Climate Change Resilience**

- The Green Climate Fund (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), Federated States of Micronesia (FSM-RS-004) and Niue* project
- The proposed NextGen2.0 Pacific Climate Change Science & Services Program including Ocean Climate Science for the Pacific (OCSP) and Climate and Resilience Services (CARS)-Pacific
- The proposed GCF-funded Pacific-One Solomon Islands climate information services project
- The CSIRO Pacific Food Systems initiative
- The Pacific Climate Change Science and Services Research Roadmap
- The Projections Node of the Pacific Islands (PI) RAV Regional Climate Centre
- The expert panels of the Pacific Met Council, including the PI Climate Services Panel, the PI Education, Training and Research Panel and the PI Marine and Oceans Services Panel
- Pacific Climate Change Centre (PCCC) including Partnership Framework for Innovation and Pacific Climate Intelligence Platform and Traditional/Indigenous Knowledge
- Asia-Pacific Climate Adaptation Platform(AP-Plat) Partnership
- Bio-climatic Ecosystem Resilience Index (for the Pacific)
- Energy-focussed mitigation initiatives via the Nationally Determined Contributions (NDC) hub

- **Environmental Monitoring and Governance**

- Collaborate on the development of national environmental standards to strengthen environmental monitoring and reporting.
- Collaborate on joint research initiatives and capacity-building activities to foster knowledge exchange and enhance the technical capabilities of SPREP and its member countries in environmental management.

- Strengthening Environmental Impact Assessment (EIA), Strategic Environmental Assessment (SEA) and Environmental and Social Risk Management (ESRM) in the Pacific region.
- Strengthening of coastal tourism development through the use of SPREP Coastal Engineering Guidelines and build capacities on Environmental Social Safeguard and Sustainability.
- Provide technical and scientific support to SPREP in the domain of Deep-Sea exploration and mining activities, including the assessment of potential environmental impacts, monitoring, and the development of sustainable practices.
- The integration of climate change resilience into environmental planning processes to address the interconnections between environmental management and climate change adaptation in the Pacific.
- Share environmental data and capacity development on data management, analysis and reporting for better decision making and raise capacities on data issues such as data standards, privacy, custodianship and procedures on data sharing.
- Strengthen Geographic Information System (GIS) capacity and its application and build capacities on key environmental indicators to assist member countries on national priorities and reporting obligations under Multilateral Environment Agreements (MEAs) and Sustainable Development Goals.

- **Island and Ocean Ecosystems**

- Proposed GCF-funded Pacific Coastal and Marine Sustainability Initiative
- Proposed Blue Carbon Assessments and associated nature-based solutions for conservation and management of coastal ecosystems
- Proposed population estimates of sharks and other species
- Science and knowledge associated with coral reef restoration
- Invasive species (including marine invasives) identification and management
- Activities associated with implementation of the Convention on Biological Diversity (CBD) Global Biodiversity Framework, including cooperation on Ad Hoc Technical Expert Group on Monitoring Framework, Ad Hoc Expert Group on Ecologically or Biologically Significant Areas (EBSAs),
- Marine spatial planning and marine protected area design
- Modelling of ecosystem dynamics under varying management regimes and climate change scenarios



- Environmental Risk assessment methodology associated with Deep Sea Mining activities
- **Waste Management and Pollution Control**
 - The CSIRO Eliminating Plastic Waste Mission
 - Activities addressing plastic pollution including the Pacific Oceans Litter Project (POLP) addressing single-use plastics such as modelling of sources of plastic pollution, safe biodegradable plastic alternatives and safe circular economy treatment technologies.
 - Activities associated with waste-to-energy including the Pacific Adoption of Waste-to-Energy Solutions (PAWES) Project funded by the European union (EU) and implemented by the Secretariat of the Pacific Community (SPC) in partnership with SPREP focusing to enhance solid waste management and energy security in the Pacific region.
 - Activities involving developing of national Water quality standards
 - Activities involving developing of national air pollution standards
 - Activities involving bio-remediation of land contamination from hazardous chemicals including used oil

A handwritten signature in black ink, consisting of a stylized 'J' followed by a period and a large, loopy flourish.