



SPREP
Secretariat of the Pacific Regional
Environment Programme



**environmental
investigation
agency**



TRI-PARTY MEMORANDUM OF UNDERSTANDING

**Environmental Investigation Agency
(EIA)**

and

**Centre for International Environmental Law
(CIEL)**

and

**Secretariat of the Pacific Regional Environment Programme
(SPREP)**

(together, referred to as "the Partners")

I. INTRODUCTION

THIS MEMORANDUM OF AGREEMENT ("Memorandum"), dated 19 November, 2023 between Environmental Investigation Agency (EIA) ("PARTNER") an not-for-profit organisation established under the laws of the United Kingdom of Great Britain and Ireland with its offices in London, United Kingdom represented by Christina Dixon, Ocean Campaign Leader; The Center for International Environmental Law (CIEL) a not-for-profit organisation, represented by David Azoulay, Program Director, Environmental Health CIEL ("PARTNER") and the Secretariat of the Pacific Regional Environment Programme (SPREP) ("PARTNER"), is a regional, intergovernmental organisation represented by Anthony Talouli, Director, Waste Management and Pollution Control Programme; collectively referred to as "the Partners".

II. PREAMBLES

WHEREAS, SPREP is a regional, intergovernmental organisation comprising 26 members consisting of 21 Pacific Island Countries and Territories and five 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 CIEL is a non-for-profit organisation with Offices in the United States of America and in



SPREP
Secretariat of the Pacific Regional
Environment Programme



**environmental
investigation
agency**



Switzerland, which uses the power of law to protect the environment, promote human rights, and ensure a just and sustainable society. CIEL seeks a world where the law reflects the inter-connection between humans and the environment, respects the limits of the planet, protects the dignity and equality of each person, and encourages all of earth's inhabitants to live in balance with each other.

WHEREAS, EIA is a registered Charity in the United Kingdom, with the purposes of assisting organizations in other countries such as SPREP by improving their capacity to conserve biodiversity and the natural systems necessary to sustain biodiversity; and duly registered in the United Kingdom on 26 February 2019, as appears on Charity number 1182208 and Registered company number 7752350.

WHEREAS, the Partners have mutual interests in the protection of the environment and health in the Pacific region, particularly with regards to the negotiation of a new legally binding instrument on plastic pollution. For this reason the Partners have entered into this Agreement which facilitates the establishment of channels of communication that permit the creation and interchange of information, as well as scientific, technical, financial and institutional collaboration in the area of mitigating plastic pollution.

WHEREAS, the missions of the Partners are complementary;

THEREFORE, the Partners wish to continue working together and in compliance with the following clauses:

III. GOAL

- 1) The overarching aim of this MOU is to provide a framework of co-operation between the Partners.
- 2) Within this framework the Partners will consult in an effort to collaborate on the activities they identify as requiring implementation, particularly the work towards the achievement a strong, legally binding treaty to end plastic pollution that reflects the needs and priorities of the Pacific Islands.

IV. AREAS OF COLLABORATION

- 1) The partnership will aim to support the Pacific Island delegations in international conferences and negotiations surrounding the negotiations for the new legally binding instrument, including through:
 - Preparatory workshops and / or meetings intersessionally (either virtual or in person)
 - Refinement and preparation of national and regional positions and talking points



SPREP
Secretariat of the Pacific Regional
Environment Programme



**environmental
investigation
agency**



- Intelligence sharing, information sharing of research and data, and network building
 - Providing links with complimentary process including, but not limited to, the work underway at the International Maritime Organization, the Basel Convention and World Trade Organisation on plastics
 - Joint strategy development
 - Collaboration on joint events and initiatives, such as side events and webinars
 - Preparations and in-meeting support and counsel including tailored policy, legal and technical advice, to also include science-body oversight
 - Regular communication between Partners, capitals and missions on matters related to the plastics agreement
 - Capacity building and training opportunities on treaty development and negotiation context and strategies particularly in the 'upstream' stage of the full life cycle of plastics.
- 2) Furthermore, the Partners agree, to the extent possible, but without limitation, to:
- Consult each other on policy matters of mutual concern.
 - Exchange information on developments and current activities in relation to the environment.
 - Extend to each other standing invitations to be represented by observers at appropriate meetings, including the annual SPREP Meeting and to co-sponsor relevant meetings.
 - Collaborate and support awareness-raising efforts in relation to the environment.
 - Collaborate on the implementation of global and regional priorities in relation to the environment.
 - Collaborate and support capacity-building initiatives relation to the environment.
 - Keep respective memberships informed of co-operative activities undertaken pursuant to this MOU.
- 3) The Partners' cooperation and collaboration in the above areas and on activities agreed to between the Parties shall be subject to the respective mandate, objectives, functions, policies and procedures of the Parties.
- 4) The Partners agree to pursue the areas of collaboration contained in the MOU in the first instance. The areas of collaboration will be updated as new or emerging areas of partnership develop over time.

ROLES AND RESPONSIBILITIES

- 1) To achieve the above partnership aims and objectives, the Partners agree to undertake the following priority roles and responsibilities:



SPREP
Secretariat of the Pacific Regional
Environment Programme



**environmental
investigation
agency**



- Each Partner will appoint one or two members of staff to lead on the work of the partnership and to coordinate on the areas of collaboration noted above. The designated lead members of staff will also:
 - Coordinate regular communication and project design and planning.
 - Be responsible for the delivery and reporting of work implemented under this Memorandum
 - The Partners shall, in particular, collaborate to implement the steps necessary (depending on funding availability) to enhance SPREP's capacity in international negotiations towards a new plastics treaty.
 - The Partners will share information and intelligence to facilitate the implementation of work under this MOU.
- 2) Each Partner shall carry out its responsibilities and obligations under this MOU in accordance with its regulations and rules applicable to it, and, unless separately agreed upon in writing, bear its own costs with respect to the implementation of this MOU. In executing this MOU, neither Party necessarily commits to any financial obligation in relation to activities to be carried out under this MOU.

VI. DUE DILIGENCE

- 1) Any partner may request copies of documents to ensure that the partners meet appropriate standards of capacity, competence, and financial accountability. These documents include but are not limited to the following: a certificate of good standing, a list of the names of all of its board members and principal officers, copies of bylaws and articles of incorporation.
- 2) Each partner agrees to notify the project leads immediately of any change in status or operations, or if any official judicial, legislative, or administrative proceeding is instituted against any partner.

VII. CONFIDENTIALITY

- 1) Each Partner shall keep in strict confidence all Confidential Information obtained from or disclosed by the disclosing Party pursuant to or in connection with this MOU and shall not disclose or permit its representatives to disclose such information to any third party, unless such disclosure is mutually agreed by the Parties.
- 2) Where the Partners are required to disclose Confidential Information by law or pursuant to a judicial order, the Partners 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.



SPREP
Secretariat of the Pacific Regional
Environment Programme



**environmental
investigation
agency**



- 3) Each Partner 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.
- 4) "Confidential Information" means all information identified as confidential or proprietary by the disclosing Partner or that ought reasonably under the circumstances to be treated as confidential or proprietary.

VIII. PRINCIPAL CONTACTS

- 1) The Principal Contacts for each one of the organizations is:
 - Secretariat for the Pacific Regional Environment Programme
Anthony Talouli
Director, Waste Management and Pollution Control Programme
Avele Rd, Apia, Samoa
+ 685 21929 Ext 243
 - Environmental Investigation Agency
Christina Dixon
Ocean Campaign Leader
62-63 Upper Street, London N1 0NY
+44 (0) 20 7354 7979
 - Center for International Environmental Law
David Azoulay
Program Director, Environmental Health (CIEL)
Rue des Savoises 15, 1205 Geneva, Switzerland
+41 (0) 22 789 05 00
- 2) Such Principal Contacts may be changed in writing from time to time by their respective Partners.

IX. USE OF INTELLECTUAL PROPERTY

- 1) The Partners agree that any intellectual property, which is jointly developed through activities covered under this MOU, can be used by either party for non-profit, non-commercial purposes without obtaining consent from the other and without any need to account to the other.
- 2) All other intellectual property used in the implementation of the MOU will remain the property of the organisation that provided it. This property can be used by either party for purposes covered by the MOU but consent will be obtained from the owner of the property before using it for purposes not covered by the MOU.



SPREP
Secretariat of the Pacific Regional
Environment Programme



**environmental
investigation
agency**



X. EFFECTIVE DATES AND AMENDMENTS.

- 1) This MOU shall take effect upon signing by all Partners and shall remain in effect for a period of three (3) years from that date unless earlier terminated. Neither partner may assign or transfer all or any portion of this MOU without the prior written consent of the other partners.
- 2) The MOU may be renewed at the end of this period by mutual written agreement by all Partners.
- 3) The provisions of this MOU may only be amended or waived by mutual written agreement by all Partners.
- 4) Any Partner may terminate this MOU and any related agreement, workplan and budget at any time and for any reason by giving three (3) months prior written notice to the other Partners. In the event that any partner substantially fails to perform any of its obligations under this MOU, the other partners shall have the right to terminate this and any related agreement, workplan and budget immediately upon written notice.
- 5) The individuals signing this MOU on behalf of their respective entities represent and warrant (without personal liability therefore) that upon the signature of each, this MOU shall have been duly executed by the entity each represents.

XI. TRANSFER OF FUNDS.

- 1) The partners acknowledge and agree that this MOU does not create any financial or funding obligation on either party, and that such obligations shall arise only upon joint execution of a separate formal agreement or workplan (which shall include a budget) that specifically delineates the terms and nature of such obligations and that references this MOU. Such subsequent agreements or workplans, and budgets, will be subject to funding being specifically available for the purposes outlined therein.

XII. NO JOINT VENTURE

- 1) Notwithstanding the terms "Partners" and "Partnership", the Partners agree that they are not entering into a Legal Partnership, joint venture or other such business arrangement, nor is the purpose of the Partners to enter into a commercial undertaking for monetary gain. Neither Partner will refer to or treat the arrangements under this Agreement as a Legal Partnership or take any action inconsistent with such intention.



SPREP
Secretariat of the Pacific Regional
Environment Programme



environmental
investigation
agency



XIII. DISPUTE RESOLUTION

- 1) The Partners hereby agree that, in the event of any dispute between the Partners relating to this Agreement, the Partners shall first seek to resolve the dispute through informal discussions.
- 2) In the event any dispute cannot be resolved informally within sixty (60) calendar and consecutive days, the Partners agree that the dispute will be negotiated between the Partners through mediation, if Partners can agree on a mediator. The costs of mediation shall be shared equally by the Partners. Neither Partner waives its legal rights to adjudicate this Agreement in a legal forum.

XIV. ANNEXES

- 1) Specific areas of collaboration work (including activities, projects, workplan etc) once approved by the Partners may be attached (and subsequently added) to Annex I 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.

ENTIRETY

- 1) This Agreement, including all Annexes, embodies the entire and complete understanding and agreement between the Partners and no amendment will be effective unless signed by both Partners.
- 2) Such signature by all Partners may be made in-person, telefacsimile or electronically.



SPREP
Secretariat of the Pacific Regional
Environment Programme



**environmental
investigation
agency**



IN WITNESS WHEREOF, the undersigned, being duly authorized thereto, have signed the present MOU

FOR
Secretariat of the Pacific Regional
Environment Programme

Mr. Sefanaia Nawadra
Director General, SPREP

FOR
Environmental Investigation Agency

Ms. Christina Dixon
Ocean Campaign Leader, EIA

Date: 19/11/2023

Date: 19/11/2023

FOR
Centre for International Environmental Law

Mr. David Azoulay
Program Director, Environmental Health (CIEL)

Date: 19 Nov. 2023