



MEMORANDUM OF UNDERSTANDING (MOU)

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between

The Global Green Growth Institute (GGGI)

and

The Secretariat of the Pacific Regional Environment Programme (SPREP)

(together, "the Parties")

SPREP
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GGGI is an international organisation established in 2012 by the Agreement on the Establishment of the Global Green Growth Institute among its members with its headquarters in Seoul, Republic of Korea. The primary objective of GGGI is to promote sustainable development in developing and emerging countries, including the least developed countries, through a development approach that seeks to deliver economic growth that is both environmentally sustainable and socially inclusive.

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 SPREP and GGGI have mutual interests in relation to the protection of the environment and developing and strengthening systems, institutions, organisations and individuals concerned with environmental protection in the Pacific region.

Noting the past and ongoing cooperation between SPREP and GGGI as Delivery Partners of the Pacific Regional NDC Hub and the Climate Finance Access Network as laid out in Annex 1 to this MoU; and

Desiring to increase the cooperation between SPREP and GGGI to support the Pacific region achieve their SDG and NDC targets, with a particular focus on environmental protection, climate change mitigation and adaptation, sustainable use of natural resources, waste management, environmental sustainability, nature based solutions, gender equality and social inclusion and poverty reduction;

The Parties have reached the following understandings:

1. Objectives

1. The main objective of this Memorandum of Understanding (MOU) is to provide a framework of co-operation between SPREP and GGGI.
2. Within this framework the Parties will consult in an effort to collaborate on the activities they identify as requiring implementation in order to fulfil their respective objectives and purposes.

2. Areas and activities of collaboration

1. The Parties agree, to the extent possible, but without limitation, to cooperate to support developing and emerging economies in the following areas:

- a. Strengthening national, sub-national and local green growth and environmental planning, financing and institutional frameworks;
 - b. Increasing green public and private investment flows to convert green growth and environment strategies and investment plans into implementable action;
 - c. Improving south-south cooperation and evidence-based knowledge sharing on green growth and environment and sustainable development; and
 - d. Advancing thought leadership to advance the theory and practice of green growth and environment, drawing upon evidence from both the public and private sectors.
2. Furthermore, the Parties agree, to the extent possible, but without limitation, to:
- a. Consult each other on policy matters of mutual concern;
 - b. Exchange information on developments and current activities in relation to the environment and green growth;
 - c. Extend to each other standing invitations to be represented by observers at appropriate meetings, including the annual SPREP Meeting, the Global Green Growth Week and others and to co-sponsor relevant meetings;
 - d. Collaborate and support awareness-raising efforts in relation to the environment and green growth;
 - e. Collaborate on the implementation of global and regional priorities in relation to the environment and green growth;
 - f. Collaborate and support capacity building initiatives in relation to the environment and green growth;
 - g. Cooperate in the implementation in areas of mutual interest as laid out in Annex 1;
 - h. Keep each other informed of co-operative activities undertaken pursuant to this MOU; and
 - i. Other areas and activities as may be agreed between the Parties.
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 areas of mutual interest.
4. The Parties' 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.
5. The Parties will develop a joint Work Plan which will guide their engagement and implementation of agreed activities of collaboration. The Work Plan will be attached to the MOU in the Annexes and will constitute an integral thereof. The Work Plan will be jointly reviewed on a regular basis as determined by the Parties. Amendments to the work plan will be made as an outcome of the regular meetings between the Parties.

3. Mechanisms for coordination and review

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 activities, projects and programmes. Such meetings shall take place twice a year (i.e. middle of the year and end of the year) with one of these meetings to be a high level meeting. The objectives of the meetings are to:
 - a. Discuss technical and operational issues related to furthering the objectives of this MoU;
 - b. Provide overall strategic guidance for the implementation of this MoU;
 - c. Develop a joint Work Plan to support the implementation of agreed areas of collaboration;
 - d. Monitor the progress in the implementation of the MoU and exchange views on the lessons learned;
 - e. Review progress of work undertaken by parties in the priority areas of cooperation



- mentioned in Article 2 above and agree to amend the Work Plan as deemed appropriate;
- f. Organize round table group meetings jointly for the common goals and objectives; and
 - g. Hold an annual high level meeting between the Executive Heads and their Deputies to review the work undertaken by parties as well as between Focal points for the priority areas
2. Within the context defined above, further bilateral meetings at desk-to-desk and at expert level shall be encouraged as deemed necessary by both Parties for the implementation of joint activities, projects and programmes in specific areas, countries and regions.
 3. To implement activities, projects and programmes in the agreed priority areas, the Parties shall execute separate formal agreements appropriate for the implementation of each activity.

4. Acknowledgement, Use of Institutional Emblems, and Publication

1. The Parties shall take appropriate action to acknowledge each Party's contributions to any activities under this MOU in all outputs, in any information given to the press or media, in notifications and reports to the donors or beneficiaries, as well as on their public websites, professional, and social networks.
2. Any use of emblems of each Party in documentation related to cooperation will be in accord with the current policies of such Party concerning such usages.
3. This MOU and any information related to it may be disclosed to the public by either Party in accordance with that Party's disclosure policy.

5. Confidentiality

1. Each Party 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 or is otherwise required in accordance with GGGI's Disclosure Policy which can be found at <http://gggi.org/policy-documents/>.
2. 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.
3. "Confidential Information" means all information identified as confidential or proprietary by the disclosing Party or that ought reasonably under the circumstances to be treated as confidential or proprietary.

6. Integrity, Ethics, Environmentally and Socially Sustainable Practice

1. The Parties recognize their mutual commitments to ensure integrity and ethics in all its operations and expect all staff, consultants, contractors or other partners or representatives working with either Party or in any of the activities under or connected to the MOU to promote and adhere to the highest ethical standards.
2. Each Party undertake to comply with and ensure that all aspects of the activities under this MOU are carried out in accordance with GGGI's Anti-corruption Policy (the "Policy"), available on <http://gggi.org/policy-documents/> and SPREP's equivalent policies <https://fagogo.sprep.org/policies> including the SPREP Values and Code of Conduct <https://library.sprep.org/sites/default/files/sprep-organisational-values-code-of-conduct.pdf>, as applicable. The Parties undertake to take all necessary action to prevent and detect such activities prohibited under the Policy within its organization and its activities and operations, and to pursue, by all appropriate means, any such practices whenever identified. Each Party undertakes to promptly inform the other Party of any allegation or finding of practices prohibited under the Policy in connection with the activities under or related to this MOU.
3. The Parties shall, in the course of or in relation to this MOU, make their best efforts in good faith to refrain from any act or omission that would be environmentally and socially harmful, and at all times be in compliance with all environmental, health and safety laws of relevant jurisdictions and observe any applicable international environmental, health and safety conventions and agreements. For this purpose, each Party shall endeavour to ensure that all aspects of the activities



under this MOU are carried out in accordance with GGGI's Sustainability and Safeguards Rules (available on <http://gggi.org/policy-documents/>) and SPREP's equivalent policies <https://fagogo.sprep.org/policies> including the SPREP Values and Code of Conduct, as applicable.

4. The Parties undertake to commit to the principles of the UN Global Compact (www.unglobalcompact.org/AboutTheGC/TheTenPrinciples/index.html).

7. Commitment to both Parties principles and values

1. Both Parties agree to respect each other's constitutional principles and values and make reasonable efforts to ensure that nothing in its operational activities under this MOU, or those of its affiliates, is incompatible with the other party's constitutional principles and values, or with internationally recognized principles concerning human rights, the environment and anti-corruption.
2. Both Parties confirm that it has in place appropriate and effective mechanisms to prevent and address conduct incompatible with its core values. Furthermore, both Parties undertake to promptly inform the other of allegations against its employees and any other persons involved in the implementation of activities in relation to this MoU and which have been found to be credible under their respective mechanisms.

8. Risk Management

1. Each Party shall apply their risk management framework to ensure that any potential impact of risks to operations and performance are identified, assessed and minimised proactively so that results and outcome achievement is optimised.
2. Risks can be classified as strategic, political, reputational, operational, project, and programme related, environmental, organisational, financial, and compliance in nature.

9. Operational Provisions

1. This MOU constitutes an expression of a shared intention of the Parties to endeavour to develop foundations for achieving their shared objectives relating to the protection of the environment and developing and strengthening systems, institutions, organisations and individuals concerned with environmental protection in the Pacific region. Accordingly, this MOU does not constitute or create, and is not intended to create, rights or obligations under domestic or international law and will not give rise to any legal process and will not be deemed to constitute or create any legally binding or enforceable rights or obligations, expressed or implied.
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. The following focal points shall be designated by each Party who will serve as primary contact persons for their respective institution. These focal points will ensure regular and effective communication between the Parties and will facilitate direct cooperation with the substantive units.

For GGGI

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Pacific Regional Director*

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For SPREP

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Pollution Control*

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If there is a change in the designated focal point, notice shall be provided to the other party without delay.

4. Each Party 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.
5. Any dispute arising from the interpretation or application of this MOU shall be settled amicably through consultation or negotiations between the Parties.
6. Nothing in this MOU shall in any way constitute or imply a waiver, renunciation, termination, or modification by GGGI or SPREP of any of its privileges, immunities or exemptions granted by any applicable convention or under international law or any applicable law.

10. Supplementary Arrangement

1. This MOU may be supplemented by separate formal agreements or exchange of letters to detail the scope and financial arrangements for specific programs, projects, and activities.

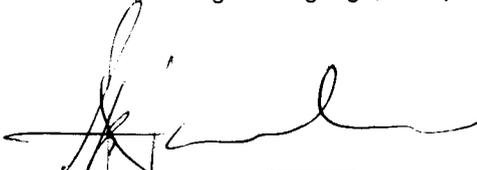
11. Annexes

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.

12. Duration, entry into force, amendments and termination

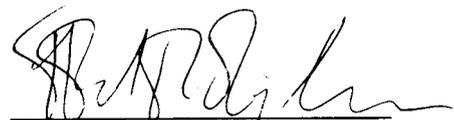
1. The duration of this MOU shall be five years, renewable for such further period and as may be agreed between the Parties in writing.
2. This MOU shall enter into force on the date the last Party signs.
3. This MOU may be amended by agreement in writing between the Parties.
4. Either Party may terminate this MOU by giving three months' written notice to the other.

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto, have signed the present MOU in the English language, in duplicate on the dates specified below:



Mr. Sefanaia Nawadra
Director General

Date: 06/12/23



Dr. Frank Rijsberman
Director General

Date: 6/12/2023

Annex 1

SPREP and GGGI collaboration – Past, present and future

1. Pacific Regional NDC Hub – 2017 (ongoing)

The Regional Pacific Nationally Determined Contribution (NDC) Hub is a multi-partner platform comprised of implementing partners: Deutsche Gesellschaft für Internationale Zusammenarbeit (GIZ), the Pacific Community (SPC), the Global Green Growth Institute (GGGI) and the Secretariat of the Pacific Regional Environment Programme (SPREP). Since 2017 SPREP and GGGI have worked closely together, alongside the other partners of the Hub to deliver technical assistance to 14 Pacific Island Countries to implement their NDCs. The Hub is currently in its 3rd Phase and the fundraising for the 4th Phase is currently underway with the partners all working jointly towards securing funding for the Hub through to 2028.

2. Climate Finance Access Network (CFAN) – 2021 (ongoing)

The Climate Finance Access Network (CFAN) is an agile, demand-driven initiative that offers a practical and actionable solution to developing countries facing capacity constraints in accessing climate finance. SPREP is a training partner of CFAN and GGGI is an implementing partner in the Pacific. CFAN provides support for access to climate finance to eight Pacific SIDS through GGGI as an implementation partner of CFAN in the Pacific. Activities concept and proposal development, capacity building and institutional strengthening. SPREP is a training partner of CFAN and has provided training to eight Pacific CFAN Climate Finance advisors and government officials from eight countries through the Pacific Climate Change Centre (PCCC).

- **Future areas for collaboration to be further discussed and developed could include:**
 - Circular Economy and waste management
 - Green cities, including integrated urban planning, coastal resilience and protection and nature based solutions
 - Renewable Energy and Energy efficiency
 - Water security
 - Climate Smart Landscapes
 - Gender and social inclusion
 - Information and Knowledge Management

