



SPREP
Secretariat of the Pacific Regional
Environment Programme



Great Barrier
Reef Foundation

MEMORANDUM OF UNDERSTANDING (MOU)

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between

**Great Barrier Reef Foundation
(GBRF)**

and

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

(together, "the Parties")

GBRF, ABN 82 090 616 443, of 6/88 Tribune Street, South Brisbane QLD 4101 Australia, is an independent Australian charity focused on creating a better future for the world's coral reefs by protecting ocean habitats, restoring reefs and helping them adapt to the impacts of climate change. GBRF brings together science, community, Traditional Owners, industry and government to fast-track and deploy coral reef solutions. GBRF is a collaborative organisation that raises funds, invests in innovative ideas and designs scalable conservation programs to deliver breakthroughs in marine and terrestrial restoration. GBRF partners with more than 500 organisations on conservation projects in Australia and the Pacific

SPREP, of Avele Road, Apia Samoa, is a regional, intergovernmental 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.

Whereas SPREP and GBRF 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.

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 GBRF.
2. Within this framework the Parties will consult in an effort to collaborate on the activities they identify as requiring implementation.



2. Collaborative Activities

1. 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.
 - c) 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.
 - d) Collaborate and support awareness-raising efforts in relation to the environment.
 - e) Collaborate on the implementation of global, regional and national priorities in relation to the environment.
 - f) Collaborate and support capacity-building initiatives in relation to the environment.
 - g) Keep respective memberships informed of co-operative activities undertaken pursuant to this MOU.
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, capacities 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 part 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 at least twice a year. 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; and
 - f) Organize round table group meetings jointly for the common goals and objectives
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.



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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. Subject to Section 5 paragraph 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 the Partner's Disclosure Policy.
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. 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.
4. "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 their respective policies. 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.



- a. Great Barrier Reef Foundation Code of Conduct and Values are available at <https://barrierreef.sharepoint.com/:f:/s/PacificPortfolio/EgJewRrzadZPrXewuWcz-UYB22ywKpV-Wmyozfti2-fQTg?e=nc0pmJ>
 - b. SPREP's policies available on <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
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.

7. Commitment to both Parties principles and values

1. Both Parties agree to respect each other's constitutional principles and values and warrant that nothing in its governance or operational activities, or those of its affiliates, is incompatible with the other party's constitutional mandate, principles and policies, 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.
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 name and keep updated focal points to co-ordinate the cooperation called for in this 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.



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10. Annexes

1. Specific work once agreed to may be attached as an Annex to this MOU.
2. The current Annexes for this MOU represents current collaboration and future collaboration between GBRF and SPREP.
3. 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 years, renewable for such further period and as may be agreed between the Parties.
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.



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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
SPREP

Date: 26/08/24

Anna Marsden
Managing Director
Great Barrier Reef Foundation

Date: 26/08/24.



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ANNEX 1

FOCAL POINTS

For GBRF:

Primary focal point

Nicola Thomson
Director of Pacific Partnerships
nthomson@barrierreef.org
+61 418 634 088

Secondary focal point

Ana Perez
Director, Resilient Reefs
aperez@barrierreef.org
+61 420 235 512

For SPREP:

Primary focal point

Sefanaia Nawadra
Director General
sefanaian@sprep.org
+685 21929

Secondary focal point

Juney Ward
Coastal and Marine Adviser
juneyw@sprep.org
+685 21929



ANNEX 2 PROJECTS OVERVIEW

GBRF's Pacific Program aims to work in collaboration with Pacific ocean governance and reef management communities (regionally, nationally and locally) to:

- Increase and accelerate reef resilience-building initiatives across the Pacific in partnership with local reef managers and traditional owners and communities.
- Bring the latest science and methods to the work alongside traditional knowledge.
- Broker the funding required to implement an ambitious agenda in the short term and sustained funding over the long term.

GBRF has two funded flagship Pacific projects that will begin detailed design and inception in 2024:

Flagship Project 1: Resilient Reefs Initiative – Phase 2 (RRI 2.0)

Stream 1: Pacific Resilience Hubs

GBRF will partner with three sites that will become "Pacific Resilience Hubs". Serving as place-based collaborations led by trusted local organisations, the Hubs will combine community leadership and knowledge, best-practice solutions and a ridge to reef approach to deliver resilience solutions at a landscape scale. The Hubs will serve as demonstration sites for best-practice reef resilience building.

Stream 2: Pacific Resilience Accelerators

Four Pacific Resilience Accelerators will be convened, intended to foster a region-wide pipeline of projects that implement the PACRAP and to connect them with donor funding. The Accelerators will also be designed as a model for donor engagement with the Pacific region that embodies a collaborative and flexible approach to partnering with each other and Pacific Leadership to take existing Pacific plans forward including the 2050 Strategy for the Blue Pacific Continent and the PACRAP.

Bringing together regional project owners, global technical experts and funders, these intensive collaborations will work to rapidly accelerate the design of locally owned resilience projects, promote connection/integration of these projects with each other, support institutional capacity, shift donor mindsets/behavior and connect projects with the funding they need to take action now.

Flagship Project 2: Reef Hubs and Micro-nurseries

The Reef Hubs and Micro nurseries project focusses on accelerated Reef Restoration in partnership with the Pacific marine science community, the tourism sector and traditional owner communities.

In the past five years, coral reef restoration science has made more advances than we have in the last fifty years. On the Great Barrier Reef, through the world's largest coral restoration R&D program, significant bottlenecks have been resolved to plant heat tolerant corals at an unprecedented scale and pace. This technology is not currently being deployed in the Pacific. It offers hope for Pacific reefs given current rates of decline the face of climate change and local pressures. GBRF is committed to sharing this non-proprietary technology with Pacific Partners in an appropriate and sustainable way.

Reef adaptation requires new sustainable business models and practices, particularly in the tourism and coastal industries. Over the course of 5 years, GBRF will create a network of coral restoration hubs led by traditional owners working with tourism operators in the Pacific, underpinned by the best available science. Modular in design, scalable by nature and plugged into a global knowledge network, the Hubs will foster a restoration economy in the Pacific.



ANNEX 3

WORK PLAN: CONTRIBUTIONS

1. GBRF Contributions

- a) GBRF will be solely responsible for the delivery of both flagship projects as per the project agreements with the funders.
- b) GBRF will be solely responsible for any costs associated with the work, with the exception of any reasonable in-kind contributions from SPREP such as SPREP staff time and providing meeting spaces at the SPREP offices for workshops.

2. SPREP Contributions

SPREP will be responsible for the Contributions as set out below.

Resilient Reefs Initiative

- a) Serve as a member of a Project Oversight Group that will advise on the design and implementation of the Projects.
- b) Support GBRF in ensuring that the projects link and collaborates with similar projects that are underway and/or planned in the region. This is to maximise cross-project collaboration and efficiency and to minimise risk of duplication.
- c) Foster collaboration and connection between the GBRF project teams and other relevant teams within SPREP as appropriate.
- d) Support GBRF in the dissemination of relevant information related to both flagship projects among Pacific stakeholders (e.g. request for proposals and /or consultants, recruitment, etc.).
- e) Collaborate with GBRF for the delivery of the Pacific Coral Reef Action Accelerators, including:
 - i. Co-branding the Accelerators as a SPREP-endorsed initiative and as a partnership between SPREP and GBRF to accelerate the implementation of the PACRAP.
 - ii. Co-development of a shared Communication Plan.
 - iii. Advising and supporting GBRF with the Accelerators fundraising strategy, as appropriate, including promoting the Accelerators as a funding opportunity to donors, noting that GBRF is solely responsible for delivering the fundraising strategy and goals.
 - iv. Co-host the Accelerator workshops as keynote speakers, attendees or potential co-facilitators (4 workshops over 4 years), noting that GBRF is solely responsible for the design, organisation, logistics and costs associated with the workshops.
 - v. Make available space at SPREP offices in Apia and/or Suva for the workshops, noting that GBRF is solely responsible for any costs associated with the workshops (catering, workshop materials, travel, etc.)

Reef Hubs and Micro-nurseries

Details to be agreed at a later date.

GBRF Pacific Program (overarching both projects)

Details to be agreed at a later date.