

# MEMORANDUM OF UNDERSTANDING (MOU)

## MEMORANDUM OF UNDERSTANDING (MOU)

between

**Monash University**

and

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

(together, "the Parties")

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**Monash University (ABN 12 377 614 012)** of Wellington Road, Clayton, Victoria 3800, Australia; is a prestigious Australian University with research and educational interests in the human impact on the environment.

**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 Monash University 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 Monash University.
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 relation to the environment.

- g) Keep respective memberships informed of co-operative activities undertaken pursuant to this MOU.
  - h) Collaborate on future educational opportunities such as the Global Immersion Guarantee Program (GIG)
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.
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. Monash University policies are available on <https://www.monash.edu/policy-bank/home>
  - 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. 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.

## **8. Legal Effect of this MoU**

1. The parties acknowledge that, unless this MOU specifically provides otherwise, nothing in this MOU is intended to prevent each of them from undertaking further and other activities within the broad areas under discussion, either on their own or in conjunction with third parties.
2. With the exception of clauses 5, 6, 8, 12, 11 and 13 anything outlined in this MOU is described to facilitate more detailed and specific negotiations between the parties which may lead to the preparation and signing of one or more formal agreements between the parties and is not intended to be of legal force and effect in any manner whatsoever. No partnership or joint venture is created by this MOU, and neither party can commit the other financially or otherwise to third parties.

## **9. Intellectual Property**

1. Ownership of any existing intellectual property that is shared between the parties pursuant to this MOU will remain with the contributor or creator of that intellectual property.
2. This provision is binding on the parties and will survive the termination or expiry of this MOU.

## **10. Counterparts and Electronic Communications**

1. This MOU may be signed in counterparts. All counterparts constitute the one MOU when taken together.
2. An electronic copy of a signed counterpart sent with an email from the signatory party confirming that it is a copy of the original signed counterpart shall have the same legal force and effect as the original signed counterpart. Each party hereby waives any right to raise any defence or waiver based upon exchange of counterparts of this MOU by means of electronic exchange or upon electronic storage of the fully executed MOU.

## **11. 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.



**SPREP**

Secretariat of the Pacific Regional  
Environment Programme



**MONASH**  
University

## **12. 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 SPREP and Monash University.
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.

## **13. 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.



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



**MONASH**  
University

**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

Professor Craig Jeffrey  
Deputy Vice-Chancellor  
(International) and Senior Vice  
President  
Monash University

Date:

09/09/24

Date: 09/09/2024