

Strategic Relationship Arrangement

The Government of Australia as represented by the
Bureau of Meteorology

(Bureau)

and

The Secretariat of Pacific Regional Environment
Programme

(SPREP)

Strategic Relationship Arrangement

OFFICIAL

Date	28 July 2025
Participants	<ol style="list-style-type: none"> <li data-bbox="555 365 1362 510">1. The Government of Australia as represented by the Bureau of Meteorology (ABN 92 637 533 532) of 700 Collins Street, Docklands, Melbourne, Victoria 3001, Australia (Bureau); <li data-bbox="555 568 1362 629">2. The Secretariat of Pacific Regional Environment Programme (SPREP Campus, Vaiala, Apia, Samoa) ([SPREP]);
Recitals	<ol style="list-style-type: none"> <li data-bbox="555 696 1378 853">A. The Bureau operates under the authority of the Meteorology Act 1955 and the Water Act 2007. The Bureau also fulfills Australia's international commitments under the Convention of the World Meteorological Organization and related international meteorological and oceanographic treaties and arrangements. <li data-bbox="555 920 1378 1077">B. The Bureau's mission is to provide trusted, reliable and responsive weather, climate, water and ocean services for Australia – all day, every day. The Bureau is committed to products and services that benefit the Australian community and drive competitive advantages for businesses and industries. <li data-bbox="555 1144 1378 1301">C. SPREP is an inter-governmental organisation whose purpose is to promote cooperation in the South Pacific Region and to provide assistance in order to protect and improve the environment and to ensure sustainable development for present and future generations <li data-bbox="555 1368 1378 1458">D. The Participants acknowledge their strategic alignment and now intend to enter into a strategic relationship on the terms set out in this Arrangement. <li data-bbox="555 1525 1378 1749">E. The Participants acknowledge that SPREP may, in the course of implementing this Arrangement, engage with its member countries. The Participants intend that, where appropriate and subject to applicable arrangements, knowledge, information and resources shared under this Arrangement may be made available to SPREP's members to support regional capacity building and collaboration. <li data-bbox="555 1816 1378 1973">F. The Participants acknowledge the importance of the Partnership Arrangement between the Government of Australia and the Secretariat of the Pacific Regional Environment Programme (2021-2031), which affirms a shared vision to promote cooperation in the Pacific region, support environmental

protection, and advance sustainable development for present and future generations.

IT IS UNDERSTOOD that:

1 Definitions and Interpretation

1.1 In this Arrangement:

Arrangement means this Strategic Relationship Arrangement, including any schedules and annexures to it from time to time.

Commencement Date means the date the last Participant signs this Arrangement.

Confidential Information means any information which is directly or indirectly disclosed by a Participant (the **Discloser**) to the other Participant (the **Recipient**), or learnt or accessed by, the Recipient or any third participant acting on behalf of or through the Recipient relating to this Arrangement or its subject matter, in any form or media and which is confidential or proprietary in nature, including:

- (a) the terms of this Arrangement;
- (b) any confidential information specified in individual proposals or project plans;
- (c) information exchanged at the Steering Committee and Working Group meetings or exchanged pursuant to any resolution, decision or recommendation of the Steering Committee or Working Group; and
- (d) information exchanged in relation to Project Arrangements or Secondment Arrangements (including preliminary discussions and negotiations),

but does not include information which:

- (e) prior to disclosure to the Recipient is in the public domain, or subsequent to disclosure to the Recipient becomes part of the public domain, other than as a breach of this Arrangement or other obligation owed to the Discloser;
- (f) is received by the Recipient from a third participant without any obligation to hold in confidence;
- (g) is independently developed by Personnel of the Recipient while having no knowledge of the Discloser's Confidential Information; or
- (h) one or both of the Participants create in the course of and as a result of carrying out a Project which will be governed by the terms of the relevant Project Arrangement.

Intellectual Property or IP means all benefits under statutes, general law or in equity resulting from intellectual activity in the industrial, scientific, literary and artistic fields, including:

- (a) patents, copyrights, trade marks, company or business names, domain names, semiconductor or circuit layout benefits, designs;
- (b) any benefits relating to Confidential Information (including trade secrets); and
- (c) the right to apply for or be granted registration of any of the benefits referred to above in Australia or anywhere in the world.

Objectives means the objectives set out in paragraph 2.

Participants means SPREP and the Bureau.

Personnel means a Participant's employees, directors, officers, agents and contractors.

Project means a discrete programme of work involving the participation and involvement of Partner and the Bureau based on their respective areas of expertise and to be carried out under a Project Arrangement or Letter of Arrangement.

Project Arrangement means an arrangement (separate to this Arrangement) contemplated by paragraph 6 of this Arrangement.

Secondment Arrangement means an arrangement (separate to this Arrangement) contemplated by paragraph 7 of this Arrangement.

Steering Committee means the steering committee established under paragraph 4.

Working Group means the working group established under paragraph 5.

1.2 In this Arrangement, unless the context otherwise indicates:

- (a) references to paragraphs, parts of paragraphs and schedules are references to the paragraphs and parts of paragraphs in, and schedules to, this Arrangement;
- (b) the singular includes the plural and vice versa;
- (c) references to legislation or parts of legislation include the legislation or parts as amended or substituted from time to time;
- (d) references to a Participant to this Arrangement includes the Participant's successors and permitted assigns;
- (e) a reference to dollars or \$ is a reference to Australian dollars;
- (f) a rule of construction does not apply to the disadvantage of a Participant because the Participant was responsible for the preparation of this Arrangement or any part of it; and
- (g) the meaning of general words is not limited by specific examples introduced by 'including', 'for example' or similar expressions.

2 Purpose and Objectives

2.1 The objective of this Arrangement is to strengthen engagement and enhance coordination between the Participants so as to:

- (a) Support Pacific led development approach.
- (b) Support sustainability and organisational resilience of national meteorological and hydrological services in Australia and the Pacific region.
- (c) Reduce the human and economic cost of climate change, severe weather and hazardous events, in Australia and the Pacific region.
- (d) Streamline the collaboration in Weather Ready Pacific Programme, COSPPac Programme and other related projects and initiatives in the Pacific region.

- 2.2 The Arrangement establishes a strategic collaborative framework within which both Participants are able to leverage their respective capabilities to pursue projects of common interest.
- 2.3 This Arrangement represents the understanding reached between the Participants and does not create any legally binding rights or obligations.

3 Commitments

- 3.1 This Arrangement is designed to support a scale up in the level of engagement by the Participants which requires a commitment to a greater level of co-ordination, collaboration and sharing by the Participants. In particular, this Arrangement represents a commitment by the Participants to support:
- (a) Steering Committee activities (see paragraph 4) with a particular focus on finding and prioritising areas for collaboration and engagement (including with third parties).
 - (b) Working Group activities (see paragraph 5) to plan, design and implement global, regional and national priorities and programmes, with a particular focus on commitments as may be detailed in individual Project Arrangements and Secondment Arrangements.
 - (c) Knowledge sharing, awareness raising and capacity building for long term sustainability of pacific hydrometeorological services, multi-hazard early warnings and climate resilience.
 - (d) The Participants intend to promote the open sharing of IP (including models, applications, data, technology, processes) within the pacific region and members, to improve consistency in operations for business continuity planning, workforce training and xchange and organisational resilience. This intention is subject to specific arrangements set out in individual Letters of Arrangement.
 - (e) Integrating operational and back-up capabilities, where it achieves the Objectives of this Arrangement.
 - (f) Cost recovery approach for the provision of services and products and exchange of resources.
 - (g) Consult each other on applicable policy matters of mutual concern.
 - (h) Exchange relevant information on developments and current activities in relation to the area of collaboration.
 - (i) Extend to each other standing invitations to be represented by observers at appropriate meetings, including the bi-annual SPREP Meeting and to co-sponsor relevant meetings.
 - (j) Keep respective participants informed of co-operative activities undertaken pursuant to this Arrangement.

- 3.2 Nothing in this Arrangement affects any Participant's benefits to:
- (a) conduct research, development and related activities independently of the other Participant (including in conjunction with third parties);
 - (b) continue existing commitments, or to enter into new ones, including Project Arrangements; and
 - (c) exploit or otherwise take advantage of its own Intellectual Property and the results of any independent research, development and related activities without constraint, except to the extent provided in a Project Arrangement.

4 Steering Committee

- 4.1 The Participants mutually decide to form a Steering Committee with the following terms of reference:
- (a) to review the overall progress of the strategic relationship and monitor the achievement of the Objectives of this Arrangement; and
 - (b) to identify and prioritise projects of mutual interest and to consider collaboration and engagement opportunities.
- 4.2 The Participants initially appoint the following persons to be their representatives on the Steering Committee:
- (a) **Bureau:** CEO and Director, and General Manager International Development, Bureau of Meteorology
 - (b) **SPREP:** Director General and Director (CSI), SPREP
- 4.3 A Participant may at any time remove or substitute the representative it has appointed to the Steering Committee by giving reasonable prior written notice to the other Participant. A Participant may also appoint an alternate person to act as its representative at a meeting of the Steering Committee by notifying the other Participant at least 24 hours before the relevant meeting in writing.
- 4.4 The Steering Committee may invite appropriate observers (such as project managers or technical experts) to attend meetings of the Steering Committee. The terms on which such observers may attend will be mutually decided between the Participants before they attend the relevant Steering Committee meeting.
- 4.5 Decisions and resolutions of the Steering Committee will be effective only if they are mutually decided by the representatives of both Participants.
- 4.6 The quorum for any meeting of the Steering Committee is two, being the attendance of at least one of the representatives of each of the Participants.
- 4.7 The Steering Committee will normally meet annually on dates mutually decided by the Participants. A minimum of 20 working days written notice of each meeting will be given to each Steering Committee member, however a shorter notice period can be mutually decided with the consent of all of the Steering Committee representatives. In case of urgent matters requiring resolution, either Participant may request a meeting at any time with short notice detailing the urgent matter.

- 4.8 Steering Committee meetings may take place face-to-face or by teleconference or videoconference.
- 4.9 Where possible, the Participants should aim to schedule the Steering Committee meeting to coincide with the bi-annual Pacific Meteorology Council and Ministers meeting.
- 4.10 The Participants will ensure that minutes are kept of all Steering Committee meetings recording all discussions, decisions and resolutions. The minutes of a Steering Committee meeting will be circulated to the representatives of the Participants as soon as practicable after the meeting.

5 Working Group

- 5.1 The Participants have mutually decided to form a Working Group comprised of up to 3 representatives of each Participant with the following terms of reference:
- (a) to identify and consider new proposals for Projects which align with the Objectives;
 - (b) to review the progress of existing Projects;
 - (c) to identify opportunities for any secondments of Bureau employees with SPREP;
 - (d) to review the progress of existing secondments of Bureau employees with SPREP;
 - (e) to implement any unanimously decided recommendations of the Steering Committee; and
 - (f) to prepare any necessary reports for each Participant's consideration.
- 5.2 The Participants initially appoint the following persons to be their representatives on the Working Group:
- (a) Bureau: Jessica Yeung (WRP Advisor)
 - (b) SPREP: Ofa Faánunu (WRP Project Manager), Infrastructure and ICT Advisor, Training and Capacity Development Advisor]
- 5.3 A Participant may at any time remove or substitute a representative it has appointed to the Working Group by giving reasonable prior notice to the other Participant. A Participant may also appoint an alternate person to act as its representative at a meeting by providing the other Participant with at least 24 hours before the relevant meeting.
- 5.4 Decisions and resolutions of the Working Group will be effective only if they are mutually decided by the representatives of both Participants.
- 5.5 The quorum for any meeting of the Working Group is 2, being the attendance of at least one representative of each of the Participants.
- 5.6 The Working Group will normally meet quarterly on dates mutually decided by the Participants. A minimum of 20 working days written notice of each meeting will be given to each Working Group member, however a shorter notice period can be decided with the consent of the representatives of both Participants. In case of urgent matters requiring resolution, either Participant may request a meeting at any time with short notice detailing the urgent matter.
- 5.7 Working Group meetings may take place face-to-face or by teleconference or videoconference.

5.8 The Participants will ensure that:

- (a) minutes are kept of all Working Group meetings recording all discussions, decisions and resolutions. The minutes of a Working Group meeting will be circulated to the representatives of the Participants as soon as practicable after the meeting; and
- (b) records are kept of all Working Group activities.

6 Projects

6.1 If the Participants identify an opportunity to work collaboratively on a discrete programme of work it is the intention of the Participants to negotiate and enter into a separate arrangement for the project (**Project Arrangement or Letter of Arrangement**).

6.2 Each Project Arrangement will include, as appropriate, provisions dealing with, amongst other things:

- (a) provision of a project plan under which the Project will be carried out and which will include technical objectives, a work program, deliverables, timetable and decision gates (if any) and resource requirements;
- (b) funding and/ or other contribution arrangements for the Project;
- (c) project review meetings to assess the management and the progress of the Project;
- (d) provisions necessary to ensure that the commitments and the manner of provision and delivery under the Project Arrangement do not conflict with any prior commitments a Participant owes to a third party;
- (e) provisions dealing with the protection and disclosure of confidential information, know-how, compliance with applicable legislation and privacy laws;
- (f) provisions dealing with Intellectual Property benefits;
- (g) reporting commitments to the Working Group; and
- (h) other relevant commercial arrangements between the Participants.

6.3 The Participants acknowledge and accept that nothing in this Arrangement affects the terms of any arrangements made between the Participants prior to the date of this Arrangement. However, any arrangements between the Participants in existence at the date of this Arrangement will be monitored and reviewed by the Working Group in accordance with paragraph 5.

7 Secondments

7.1 If either Participant identifies a secondment opportunity, it is the intention of the Participants to negotiate and enter into a separate arrangement for the secondment (**Secondment Arrangement**).

7.2 Each Secondment Arrangement will include, as appropriate, provisions dealing with, amongst other things:

- (a) the term of the secondment and availability of the secondee during that term (including working days and leave arrangements as applicable);
- (b) undertakings and responsibilities of the secondee during the secondment;
- (c) funding and/ or other contribution arrangements for the secondment;
- (d) provisions dealing with the protection and disclosure of confidential information, know-how, compliance with applicable legislation and privacy laws;
- (e) provisions dealing with Intellectual Property benefits;
- (f) reporting commitments to the Working Group; and
- (g) other relevant commercial arrangements between the Participants.

7.3 The Participants acknowledge and accept that nothing in this Arrangement affects the terms of any secondment arrangements made between the Participants prior to the date of this Arrangement. However, any arrangements between the Participants in existence at the date of this Arrangement will be monitored and reviewed by the Working Group in accordance with paragraph 5.

8 Term

8.1 This Arrangement commences on the Commencement Date and will continue for a period of 10 years unless extended by the Participants by mutual written arrangement or terminated earlier in accordance with paragraph 8.4.

8.2 The Participants have mutually decided to conduct a review of this Arrangement and any Projects and/or secondments commenced under this Arrangement at least six months prior to the expiry of the Arrangement. The purpose of the review is to determine whether to extend the term of the Arrangement. As part of this review process, Participants will:

- (a) evaluate the effectiveness of the Arrangement and any Projects and/ or secondments to date; and
- (b) consider whether any changes are required to the Arrangement or any Projects and/ or secondments.

8.3 Either Participant may terminate this Arrangement by giving one month's written notice to the other Participant.

8.4 For the avoidance of doubt, termination of this Arrangement will not terminate or otherwise affect any existing Project Arrangement or Secondment Arrangement except to the extent stated in the terms of the relevant Project Arrangement or Secondment Arrangement.

9 Publicity

9.1 No Participant may use or publish the name or logo of the other Participant, or make any public announcement concerning this Arrangement or the matters contemplated by it, without previously having obtained the specific written consent of the other Participant. The use of the name or logo of a Participant is subject to any conditions attaching to such consent.

10 Confidential Information

- 10.1 Except as permitted under this paragraph 10 and without prejudice to the other benefits and commitments set out in this Arrangement, each Participant will keep confidential and not disclose any Confidential Information of the other Participant.
- 10.2 A Recipient will not, without the prior written consent of the Discloser, use or disclose any Confidential Information of the Discloser except to the extent required to:
- (a) fulfil its commitments under this Arrangement;
 - (b) disclose Confidential Information to its Personnel or legal or financial advisers who have a need to know for the purposes of this Arrangement, a Project Arrangement or a Secondment Arrangement (and only to the extent that each has a need to know) and provided the disclosure is made in accordance with paragraph 10.3; or
 - (c) comply with requirements of the law (including a legally enforceable demand by a regulatory authority), but, before making any such disclosure the Recipient will:
 - (i) notify the Discloser in writing as soon as reasonably practicable to enable the Discloser to take steps to protect its Confidential Information; and
 - (ii) only disclose that part of the Confidential Information as is necessary to comply with relevant legal requirements.
- 10.3 Each Participant will use its reasonable endeavours to ensure that any Personnel or legal or financial advisers to whom Confidential Information is disclosed will accept and uphold confidentiality commitments that are substantially the same as those under this paragraph 10.
- 10.4 For the avoidance of doubt, a Participant is not obliged to maintain the confidentiality of its own Confidential Information.
- 10.5 If the Recipient asserts that any information it receives from the Discloser is not Confidential Information then the Recipient has the onus of showing that the information is not confidential.
- 10.6 Each Participant will take reasonable steps to protect the Confidential Information of the other Participant and ensure it takes the same steps to ensure the security of Confidential Information disclosed to it by the other Participant as it would to protect its own Confidential Information.
- 10.7 Notwithstanding the foregoing in this paragraph, after notifying the other Participant, a Participant may disclose Confidential Information of the other Participant to:
- (a) a responsible authority if it, acting reasonably, considers the information to expose or relate to a potential materially adverse risk to public health or safety or harm to the environment or property; or
 - (b) its responsible government Minister where the Minister requires the disclosure or the disclosure is in response to a request by a House of Parliament or a Committee of Parliament.
- 10.8 Upon termination or expiry of this Arrangement, each Participant will deliver all records of Confidential Information that it has received as a Recipient within 10 business days of written request by the Discloser, except that the Recipient is entitled to keep one copy of the

Discloser's Confidential Information and any documents prepared by it which may contain such Confidential Information, for its own records. The Recipient will treat any such copy kept by it as Confidential Information which is subject to the terms of this Arrangement.

- 10.9 The commitments contained in this paragraph 10 survive the termination or expiry of the Arrangement.

11 General

- 11.1 Any dispute about the interpretation or application of this Arrangement will be resolved by consultations between the Participants, and will not be referred to any national or international tribunal or third party for settlement.
- 11.2 The Participants have mutually decided that entry into this Arrangement does not preclude either Participant from discussions with, or entering into an arrangement or agreement with, any third participant on issues related to any matters connected to the Arrangement, any Project Arrangement or any Secondment Arrangement.
- 11.3 In the event of any inconsistency between this Arrangement and any Project Arrangement or Secondment Arrangement, the Project Arrangement or Secondment Arrangement (as applicable) will prevail to the extent of the inconsistency.
- 11.4 Neither Participant may assign or subcontract its benefits or commitments under this Arrangement without the written consent of the other Participant.
- 11.5 The Participants may amend this Arrangement at any time by mutual written consent. Any such amendment will be documented in writing and signed by both Participants, and will take effect on the date specified in the amendment or, if no date is specified, on the date of the last signature.

Strategic Relationship Arrangement

OFFICIAL

SIGNED BY THE PARTICIPANTS:

Signed for and on behalf of
the GOVERNMENT OF AUSTRALIA as
represented by **THE BUREAU OF
METEOROLOGY**
by its authorised officer

in the presence of

Signature

Signature of witness

DR ANDREW K L JOHNSON
Name

KRISTY JARD
Name of witness

CEO - DIRECTOR OF METEOROLOGY
Position

5 AUGUST 2025
Date

Signed for and on behalf of
SPREP
by its authorised officer

in the presence of

Signature

DocuSigned by:

Sefanaia Nawadra
Name

Signature of witness

Director General
Position

Position

Everett Sioa
Name of witness

31-Jul-2025 | 10:37 WST
Date

