



# MEMORANDUM OF UNDERSTANDING (MOU)

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between

**Pacific Disability Forum  
(PDF)**

and

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

(together, “the Parties”)

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### **Preamble**

**Pacific Disability Forum (PDF)** of Kadavu House, Victoria Parade, Suva, Fiji; formally inaugurated in July 2004 and registered in Fiji in 2007; is the regional lead agency working to improve the situation of persons with disabilities across 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** PDF and SPREP have mutual interests in relation to the protection of the environment climate change resilience and developing and strengthening systems, institutions, organisations and individuals concerned with people-centered environmental protection and climate change resilience in the Pacific region.

**Recognising** the critical importance of the full and effective participation of persons with disabilities in all areas of society and development, and guided by the principles set forth in the United Nations Convention on the Rights of Persons with Disabilities (CRPD), the Parties to this Memorandum of Understanding (MOU) affirm their commitment to establishing a cooperative framework that promotes inclusive, accessible, and rights-based approaches to environmental protection and climate resilience, with particular attention to persons with disabilities and their representative organisations.

**The Parties** have reached the following understandings:

## **1. Objectives**

1. The main objective of this Memorandum of Understanding (MOU) is to provide a framework for co-operation between SPREP and PDF.
2. Within this framework the Parties will consult in an effort to collaborate on the activities they identify as requiring implementation.
3. The MOU is explicitly aligned with the principles and obligations of the CRPD. The Parties will consult and collaborate on activities they identify as requiring implementation, ensuring that the rights of persons with disabilities are promoted and protected throughout.

## **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 and climate change.
  - c) 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.
  - d) Collaborate and support awareness-raising efforts in relation to the environment and climate change and support capacity-building initiatives that are inclusive and accessible.
  - e) Collaborate and ensure disability inclusion and rights-based approaches on the implementation of global, regional and national priorities in relation to the environment and climate change.
  - f) Keep respective memberships informed of co-operative activities undertaken pursuant to this MOU.
2. The above list (and Annex 1) 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.
  3. 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.
  4. The Parties shall jointly develop a Work Plan to guide their engagement for and implementation of the agreed activities of collaboration and ensuring its consistency with and adherence to the CRPD principles. 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 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;
  - f) Organise round table group meetings jointly for the common goals and objectives;
  - g) Provide strategic guidance with a focus on inclusive outcomes;
  - h) Review joint Work Plan implementation with disability inclusion indicators; and
  - i) Integrate lived experiences of persons with disabilities through Organisations of Persons with Disabilities (OPD) participation.
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. Both Parties ensuring communications are accessible to persons with disabilities, including use of accessible formats and platforms.
3. 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.
4. 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. Confidential Information shall include information pertaining to personal or disability-related data, which shall be protected in accordance with CRPD Article 22 on respect for privacy. Disclosure will only occur with mutual agreement or legal obligation, with attention to privacy and dignity.
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 recognise 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 and disability inclusive practises.
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 organisation 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) PDF's Child Protection Policy, available from PDF.
  - b) PDF's Prevention of Sexual Exploitation, Abuse and Harassment Policy, available from PDF.
  - c) SPREP's policies available on <https://www.sprep.org/accountability/> 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. Both parties will ensure their risk management frameworks proactively address disability-related vulnerabilities and risks to inclusion.
3. 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. Data and materials involving persons with disabilities will be handled with respect to privacy and informed consent.
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, climate change resilience 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.

## **12. Annexes**

1. Specific work agreed to be attached as an Annex to this MOU including a workplan that is disability inclusive.
2. The current Annexes for this MOU represents current collaboration and future collaboration between SPREP and PDF.
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.



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

Mr. Sefanaia Nawadra  
Director General  
**Secretariat of the Pacific Regional  
Environment Programme**

Date: 07/09/25

Ms Sainimili Tawake  
Chief Executive Officer  
**Pacific Disability Forum**

Date: 01/09/26

## ANNEX 1

### FRAMEWORK FOR COLLABORATION

SPREP strategic areas, cross-cutting themes and the means of implementation for technical collaboration with PDF include, but are not limited to:

- **Climate Change Adaptation (CCA), Resilience and Loss and Damage** – Ensure SPREP’s climate adaptation initiatives, plans, assessments and like accommodate the needs of persons with disabilities.
- **Multilateral Environmental Agreements and Conferences of Parties** – Consistent prioritisation and inclusion of PWDs in all processes and fora.
- **Disaster Risk Reduction (DRR) & Early Warning Systems** – Integrate disability inclusion in-to SPREP-led multi-hazard DRR initiatives including climate science and information services.
- **Biodiversity Conservation & Ecosystem-Based Adaptation** – Include persons with disabilities in nature-based solutions work, biodiversity resilience and other sustainable development projects and programs at all levels (community, national, sub-regional and regional).
- **Environmental Governance** – Consistent prioritisation of Persons with disabilities in standards for monitoring and reporting environmental change and impact assessments.
- **Waste Management and Pollution Control** – Sustainable and circular waste and pollution control initiatives account for the needs of Persons with Disabilities and engage OPDs as change agents.
- **Communication, Knowledge Management and Visibility** – Standards ensure that SPREP communications (and platforms) are accessible to PWDs and SPREP increases the visibility of PWDs in its work. Both Parties agree to ensure that SPREP’s communication





materials and platforms are accessible to persons with disabilities, in line with recognised accessibility standards. SPREP will commit to strengthening the visibility, representation, and participation of persons with disabilities within SPREP's programs, activities, and knowledge-sharing efforts.

- **Capacity Building** – Strengthen disability inclusion expertise within SPREP and with members.
- **Policy and Regional Frameworks** – SPREP's policy services incorporate human rights and people-centred approaches and align with CRPD at sub-national, national, sub-regional and regional levels.
- **Research** – Strengthen SPREP's knowledge and institutional capabilities by including OPDs and PWDs in all relevant research activities.
- **Resource Mobilisation** – SPREP resource mobilisation concepts, proposals and like adequately resource and invest in PWDs as stakeholders and beneficiaries.
- **Data collection and analysis** – Monitoring, evaluation, learning and research will ensure that qualitative and quantitative data, information and analysis is disability-disaggregated, and that data collection and dissemination systems are accessible by all people.
- **Human Resources** – SPREP's recruitment, onboarding, performance management, learning and development, benefits and policies foster a more inclusive workplace culture. SPREP and PDF will develop a separate Work Plan for the development of a disability strategy aligned with the preconditions for inclusion and safeguards.

In its support to SPREP, PDF will apply its contextualised 'preconditions for inclusion' framework to identify and address structural barriers with a focus on achieving long-term, systemic changes to address relevant structural gaps at the national, sub-national or community-wide levels so that PWDs can participate in programs, access services, benefit from opportunities and they take part in everyday life in their communities on

an equal basis with others. The six preconditions that PDF applies, in summary, are:

1. **Accessibility** (physical environment, information, accessible ICT, facilities and services, transportation etc).
2. **Assistive Technology** (depending on impairment/disability including physical, visual, hearing, psychosocial, intellectual and combinations of these).
3. **Support Services** (including informed consent and decision-making, enforcement and compliance in legal and justice systems, right to information, mobility and transportation, right to perform daily activities and independent living, provision of personal assistants and reasonable accommodation).
4. **Social Protection** (including unconditional cash transfers, poverty reduction schemes, economic livelihood programmes, disability support payments, subsidised/no cost health and medical services, housing/adaptation assistance, education and training and other forms of social insurance).
5. **Community Based Inclusive Development** (enable PWDs, families and communities actively participating in and benefitting from community-level initiatives and ensuring that community services are accessible, inclusive and equitable).
6. **Non-Discrimination** (all forms of discrimination and prejudicial attitudes on the basis of disability are strictly prohibited across all levels, sectors, and aspects of life. This includes the denial of reasonable accommodation, which constitutes a form of discrimination under the CRPD).

