



MEMORANDUM OF UNDERSTANDING

BETWEEN

THE UNITED NATIONS DEVELOPMENT PROGRAMME
(UNDP)

AND

THE SECRETARIAT FOR THE PACIFIC REGIONAL ENVIRONMENT
PROGRAMME
(SPREP)

This Memorandum of Understanding (“MOU”) is entered into by the United Nations Development Programme (“UNDP”), a subsidiary organ of the United Nations, an intergovernmental organization established by its Member States with its headquarters in New York, NY (USA), and the Secretariat for the Pacific Regional Environment Programme (hereinafter “SPREP”), headquartered in Apia, Samoa. UNDP and SPREP are hereinafter referred to individually as a “Party” and jointly as the “Parties”;

WHEREAS, UNDP serves in many respects as the operational arm of the United Nations at the country level and works with partners in numerous countries to promote among other things sustainable development, eradication of poverty, climate resilience, advancement of women, good governance and the rule of law;

WHEREAS, UNDP represented by its Samoa multi-country Office is interested in enhancing its development activities related to environment and climate change in the Pacific Islands, including the implementation of the Pacific Island Coral Reef Action Plan (2023-2030), as well as programmes related to climate adaptation and mitigation, and islands and ocean ecosystems conservation and resilience, blue, green and circular economies, and more broadly in promoting the transition to a low-carbon resilient economy and society;

WHEREAS, the Parties share similar missions and wish to cooperate in areas of mutual concern to enhance the effectiveness of UNDP’s development efforts;

WHEREAS, SPREP was established in the late 1970s as part of the South Pacific Commission based at Noumea, New Caledonia. SPREP’s work is guided by its

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Strategic Plan (2017–2026), which was developed by the SPREP Member countries and territories. The Secretariat works with Members and partners to deliver on environmental management and sustainable development in the region against four core priority areas: Climate Change Resilience, Biodiversity Conservation, Environmental Governance and Waste Management and Pollution Control. Based in Apia, Samoa and with regional offices in Fiji, the Marshall Islands and Vanuatu, SPREP and its partners are tasked to protect and manage the environment and natural resources of the Pacific to ensure sustainable development for present and future generations.

NOW, THEREFORE, the Parties wish to express their intention to cooperate as follows:

**Article I
Purpose and Scope**

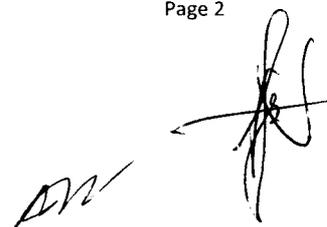
The purpose of this MOU is to provide a framework for the non-exclusive cooperation and facilitate and strengthen collaboration between the Parties in the areas of common interest identified in Article II below.

The overall objective is to collaboratively support each Party's implementation of their respective environment and climate change strategies with a focus on scaling up access to climate, blue and green finance in support of Pacific Islands sustainable development and SDG implementation.

**Article II
Areas of Cooperation**

The Parties have identified the following activities in which cooperation among on-going and up-coming respective projects may be pursued, with each Party operating subject to its respective mandates, regulations, rules, policies and procedures:

- 1) Blue economy and Coral Reef conservation.
- 2) Invasive species prevention, control and eradication
- 3) Circular Economy and waste management
- 4) Nature-based solutions to climate change
- 5) NBSAP up-dates and Biodiversity Finance (BIOFIN)
- 6) Climate mitigation and renewable energy initiatives
- 7) Climate adaptation and island resilience



- 8) Other emerging areas of collaboration on projects/programmes that address the Triple Planetary Crisis (Biodiversity, Climate change and Pollution/Waste).

Article III Consultations and Exchange of Information

3.1 The Parties will, on a regular basis, keep each other informed of and consult on matters of common interest, which in their opinion are likely to lead to mutual collaboration.

3.2 Consultation and exchange of information and documents under this MOU will be without prejudice to arrangements, which may be required to safeguard the confidential and restricted character of certain information and documents. Such arrangements will survive the termination of this MOU and of any agreements signed by the Parties within the scope of this collaboration.

3.3 The Parties will, at such intervals as deemed appropriate, convene meetings to review the progress of activities being carried out under the present MOU and to plan future activities.

3.4 The Parties may invite each other to send observers to meetings or conferences convened by them or under their auspices in which, in the opinion of either Party, the other may have an interest. Invitations will be subject to the procedures applicable to such meetings or conferences.

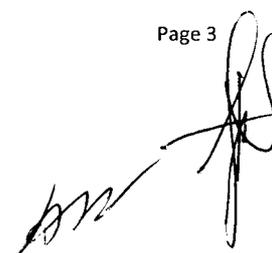
Article IV Use of Name and Emblem and Publicity

4.1 Neither Party will use the name, emblem or trademarks of the other Party, or any of its subsidiaries, and/or affiliates, or any abbreviation thereof, without the express prior written approval of the other Party in each case.

4.2 The costs of public relations activities relating to the partnership will be the responsibility of the Party incurring the costs.

4.3 Each Party acknowledges that it is familiar with the others' ideals and objectives and recognizes that its name and emblem may not be associated with any political or sectarian cause or otherwise used in a manner inconsistent with its status, reputation and neutrality.

4.4 Nothing in this MOU grants SPREP the right to create a hyperlink to the UNDP website. Such link may be created only with UNDP's written authorization.

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4.5 The Parties will recognize and acknowledge this partnership, as appropriate. To this end, the Parties will consult with each other concerning the manner and form of such recognition and acknowledgement.

Article V
Term, Termination, Renewal, Amendment

5.1 The proposed cooperation under this MOU is non-exclusive and will have an initial term starting from the last signature of the present MoU to 31 December 2027, as defined in Article X ("Effectiveness"), The Parties may agree to extend this MOU in writing for subsequent periods of five (5) years under the same terms and conditions.

5.2. Any of the Parties may terminate this MOU before the end date mentioned in the previous paragraph upon two (2) months' notice in writing to the other Parties. In the event of termination by one of the Parties, this MOU will continue in force and effect for the remaining Parties.

5.3 Termination of this MOU will not affect any other agreements relating to the subject matter of this MOU, which will, unless terminated or expired, continue to regulate the relationship between the Parties in accordance with the terms thereof.

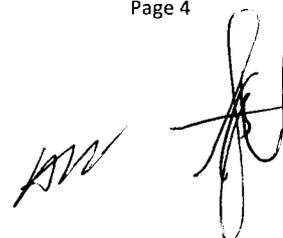
5.4 This MOU may be amended only by mutual written agreement of the Parties signed by their duly appointed representatives.

Article VI
Notices

Any notice or request required or permitted to be given or made under this MOU shall be in writing. Such notice or request shall be deemed to have been duly given or made when it shall have been delivered by hand, certified mail, overnight courier, telex, or cable to the party to which it is required to be given or made at the address specified below or such other address as shall be hereafter notified.

For UNDP:
Ms. Aliona Niculita, Resident Representative
UNDP, ONE UN House, SIDS Street, Tuanaimato, Apia, Samoa

For SPREP:
Mr. Sefanaia Nawadra, Director General
SPREP, Vailima, Apia, Samoa



Article VII
Legal Provisions Relating to Implementation

7.1 Notwithstanding anything in this MOU to the contrary, (a) this MOU is an expression of intent and not constitute a legally binding document; (b) nothing herein shall be construed as creating a legally binding commitment, financial or otherwise; (c) nothing herein shall be construed as creating a joint venture and neither Party shall be an agent, representative or joint partner of the other Party; (d) all of UNDP's activities envisaged hereunder are subject to the availability of funding ; (e) any funds received by UNDP shall be used, and all UNDP activities further to this MOU will be carried out, in accordance with the project documents agreed between UNDP and the concerned programme government(s) where the activities will be implemented, and in accordance with the applicable UNDP regulations, rules, policies and procedures; and (f) each Party shall be responsible for its acts and omissions and those of its employees, contractors and subcontractors in connection with this MOU and its implementation.

7.2 To the extent that the Parties wish to create legal or financial obligations with respect to or resulting from any activity contemplated in this MOU, a separate agreement related thereto will be concluded between the Parties prior to such activity being undertaken.

7.3. The Parties will consult each other, as appropriate and if circumstances so require, on issues relating to intellectual property and rights thereto, including the necessity of entering into separate agreement(s) to regulate such issues and rights.

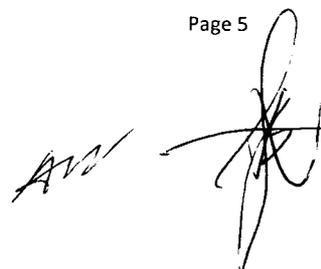
7.4. SPREP represents that it is a legally formed entity and has all the necessary powers, authority, and legal capacity to enter into this MOU and perform its obligations hereunder.

7.5 In the event of inconsistency between any provision of this Article VII and a provision of another section of the MOU, this Article VII shall prevail.

Article VIII
Settlement of Disputes

Any disputes between UNDP and SPREP arising out of or relating to this MOU shall be settled amicably by the Parties through direct negotiations.

Article IX
Privileges and Immunities

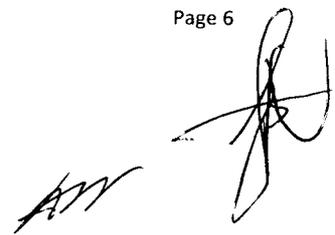
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Nothing in or relating to this MOU shall be deemed a waiver, express, or implied, of any of the privileges and immunities of SPREP or the United Nations, including its subsidiary organs.

**Article X
Effectiveness**

This MOU will become effective on the date in which it is duly signed by both Parties ("Effective Date").

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IN WITNESS WHEREOF, the duly authorized representatives of the Parties affix their signatures below.

FOR UNDP:

FOR SPREP:



Aliona Niculita
Resident Representative



Sefanaia Nawadra
Director- General

Date:

1.08.2025

Date:

01/08/2025