

MEMORANDUM OF UNDERSTANDING (MOU)

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between

**The Nature Conservancy
(TNC)**

and

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

(together, "the Parties")

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The Nature Conservancy ("TNC") is an international non-profit, non-governmental organization whose mission is to preserve plants, animals and natural communities that represent the diversity of life on Earth by protecting the lands and waters they need to survive. TNC is currently the leading non-government conservation organisation working around the world to protect ecologically important lands and waters for nature and people through directly addressing the most pressing conservation threats at the largest scale. TNC works with local governments, communities, and partner organizations in over 35 countries around the world, sharing science-based and collaborative methods to ensure each region's needs for people and for nature are best met. In the Pacific, TNC has established programs supporting work in Papua New Guinea, Solomon Islands, Republic of Palau, Republic of the Marshall Islands, Federated States of Micronesia, French Polynesia, the U.S. Territory of Guam, and the U.S. Commonwealth of the Northern Marianas, and also supports the Micronesia Challenge and the Coral Triangle Initiative.

SPREP 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 TNC 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.



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The Parties have reached the following understandings:

1. Objectives

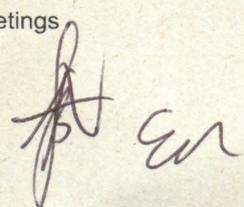
1. The main objective of this Memorandum of Understanding (MOU) is to provide a framework of continued co-operation between SPREP and TNC, building our history of partnership and cooperation.
2. Within this framework the Parties will consult in an effort to collaborate on the activities they identify 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 and regional 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.
2. 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.
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 and procedures of the Parties.
4. 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 there. 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.
5. The Parties acknowledge that certain works and activities carried out under the previous MOU and in separate agreements, remain ongoing and are to be carried forward under this new MOU. All such works and activities undertaken shall be deemed to have been carried out under this MOU as of the date of signing.

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 (i.e. middle of the year and end of the year) with one of these meetings to be a high level meeting. The objectives of the meetings are to:

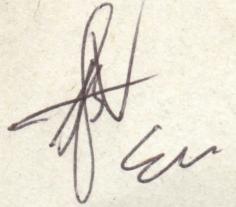
- a) Discuss technical and operational issues related to furthering the objectives of this MoU;
 - b) Provide overall strategic guidance for the implementation of this MoU;
 - c) Develop a joint Work Plan to support the implementation of agreed areas of collaboration;
 - d) Monitor the progress in the 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) Organize round table group meetings jointly for the common goals and objectives; and
 - g) Hold an annual high level meeting between the Executive Heads and their Deputies to review the work undertaken by parties as well as between Focal points for the priority areas
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. 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

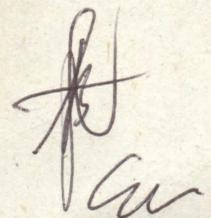
1. The Parties recognize their mutual commitments to ensure integrity and ethics in all its operations and expect all staff, consultants, contractors or other partners or representatives working with either Party or in any of the activities under or connected to the MOU to promote and adhere to the highest 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. TNC accountability, values and code of conduct are available on [https://www.nature.org/en-us/about-us/who-we-are/accountability/?tab q=tab container-tab element 103606965](https://www.nature.org/en-us/about-us/who-we-are/accountability/?tab=q=tab_container-tab_element_103606965)
 - 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.

10. Annexes

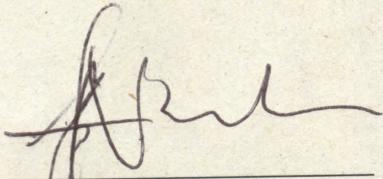
1. Specific work once agreed to may be attached as an Annex to this MOU.
2. The current Annexes for this MOU represents current collaboration and future collaboration between SPREP and TNC.
3. Such Annex shall form an integral part of this MOU and, unless expressly provided otherwise, a reference to 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.

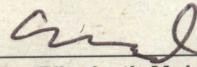
A handwritten signature in blue ink, consisting of a stylized, cursive script, located in the bottom right corner of the page.

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:



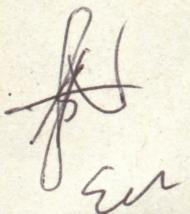
Mr. Sefanaia Nawadra
Director General
SPREP

Date: 25/10/24



Ms. Elizabeth McLeod
Global Director, Oceans
The Nature Conservancy

Date: 10/25/24



Annex 1

Areas of Collaboration and Workplan

SPREP and TNC agree to enter into this MOU to improve collaboration and encourage technical exchange to include but not limited to the following;

- Conservation planning, including spatial planning at different scales (regional, sub-regional, national and sub-national) and employing technical guidance and approaches for cross sectoral integration of ecosystems / biodiversity, fisheries, environment, disaster reduction and resilience, forestry, mining and tourism.
- Identifying and addressing high priority science/data needs e.g. Rapid Ecological Assessments (REAs) and or Rapid Biodiversity Assessments (BIORAP).
- Facilitating the process of data exchange with the Regional and relevant National Environmental Data Portals, managed by SPREP and funded through the Inform Project, for use by national governments for reporting and planning, including for protected areas and other relevant ecological datasets.
- Building institutional and human capacity to manage, assess, interpret and use environmental data and databases to support decision-making for enhanced implementation and tracking of national initiatives.
- Collaboration and support to organize the Pacific Islands Conference on Nature Conservation and Protected Areas (Pacific Islands Roundtable for Nature Conservation and Protected Areas).
- Addressing high priority science needs for ecosystem based adaptation (EbA), developing and applying site based EbA tools and applying synergistic activities for integrated management planning to support EbA implementation.
- Supporting development, implementation, monitoring and evaluation for National Biodiversity Strategic Action Plans (NBSAP), National Environmental Management Strategies (NEMS), Nationally Determined Contributions (NDCs), National Adaptation Plans, State of Environment (SoE) Reporting and Multilateral Environmental Agreements (MEA's) such as CBD, BBNJ and UNFCCC.
- Facilitating knowledge exchanges and cross learning linkages under the Unlocking Blue Pacific Prosperity initiative, including relevant national and sub-regional initiatives such as the Micronesia Challenge and Coral Triangle Initiative, for example metrics and approaches to monitoring and reporting ecosystem condition, developing ecological, governance and social networks and capacity building for local conservation NGOs.
- Linking biodiversity and protected area conservation goals and fisheries programs more explicitly including environmental impact assessments, adaptation to climate change, particularly regarding linkages between No Take Areas (NTAs), other fisheries management approaches [e.g. territorial use rights fisheries management (TURFs), data poor stock assessment]] and fisheries yields.
- Developing and implementing innovative sustainable finance tools and strategies to support conservation work in the Pacific islands over the long-term.
- Building human and institutional awareness and capacity to manage terrestrial, marine and coastal zone resources in a way that balances social, economic, and ecological objectives by documenting successes and sharing experiences across the region and beyond.
- Exploring increase of electronic monitoring (EM) deployment on tuna vessels to improve fisheries management and explore potential application of EM to monitor marine pollution on tuna vessels.
- Facilitating knowledge exchanges and cross learning linkages with other regional bodies in the extractive sectors, such as mining and logging, including guidance on the Environmental Impact Assessment (EIA) and Environmental Impact Statement processes.

