

MEMORANDUM OF UNDERSTANDING (MOU)

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between

**The University of Auckland
(UoA)**

and

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

(together, "the Parties")

UOA was founded by Act of Parliament in 1883, with its main campus in Symonds Street, Auckland City, New Zealand, represented herein by its Deputy Vice- Chancellor (Research and Innovation), Dr. Frank Bloomfield, UOA, Building 105, the Clock Tower, 22 Princes Street, Auckland, New Zealand, New Zealand Business Number 9429041925300, a body corporate established under New Zealand's University of Auckland Act 1961 and Education and Training Act 2020. UoA is New Zealand's leading University given its rankings in the Times Higher Education, the QS World University Rankings and the Shanghai Jiao Tong Academic Ranking of World Universities. Some 35% of the top ranked academic researchers in New Zealand are at the UOA. UoA has a deep history with the Pacific and Auckland has the largest concentration of Pacific peoples in the region. UoA is New Zealand's largest provider of degree-level education to Pacific peoples.

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 UOA 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 UOA.



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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 in relation to the environment.
 - g) Keep respective memberships informed of co-operative activities undertaken pursuant to this MOU.
 - h) Foster academic excellence and research cooperation in the areas related to climate change resilience, environment, biodiversity and ocean systems, sustainable development, and waste management / pollution.
 - i) Co-operation between professional staff and academics including staff exchanges by mutual agreement.
 - j) Exchange of materials, publications and information.
 - k) Joint Symposia in rotation every 2 years
 - l) Student internships and scholarships.
 - m) Any other activity mutually agreed upon between parties.
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. These activities are to be carried out after mutual consultation between the two institutions or the divisions concerned thereof. The development and implementation of specific activities and financials based on this MOU will be separately negotiated and agreed upon by both parties in writing.
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 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



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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), hybrid/online. 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; 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 or logo's 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 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.
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. UOA Code of Conduct are available at: <https://www.auckland.ac.nz/en/on-campus/life-on-campus/code-of-conduct.html>. UoA organisational values can be found here: <https://www.auckland.ac.nz/en/about-us/about-the-university/the-university/official-publications/strategic-plan/purpose-vision-principles-values.html>
 - 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. For this purpose, each Party shall endeavour to ensure that all aspects of the activities under this MOU are carried out in accordance with SPREP's policies available on <https://fagogo.sprep.org/policies> including the SPREP Values and Code of Conduct, as applicable.

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.



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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 GBRF and SPREP.
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.



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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



Professor Dawn Freshwater
Vice-Chancellor

SPREP

University of Auckland



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Annex 1 Framework for Collaboration

The parties agree to collaborate across a range of technical areas of mutual interest, including but not limited to the following areas:

1. Climate Change Resilience:
 - climate change adaptation and mitigation;
 - disaster risk management
 - climate information and services,
 - climate change mobility
2. Biodiversity Conservation:
 - biodiversity conservation;
 - marine and ocean science;
3. Waste Management and Pollution Control:
 - waste and pollution management.
4. Environmental Governance:
 - environmental monitoring and reporting,
 - environmental law and policies,
 - environmental and human health
 - environmental assessment and planning

This may involve joint research, co-developing projects, capacity building, student and staff exchanges, internships and secondments, technical training and knowledge sharing.

- The parties commit to maintaining a flexible and evolving partnership, identifying other future areas of cooperation through regular dialogue and shared strategic priorities.