



## **MEMORANDUM OF UNDERSTANDING**

### **BETWEEN**

**THE SECRETARIAT OF THE PACIFIC REGIONAL ENVIRONMENT PROGRAMME**

### **AND**

**THE UNITED NATIONS ECONOMIC AND SOCIAL COMMISSION FOR ASIA  
AND THE PACIFIC**

## **I. INTRODUCTION**

1. The Secretariat of the Pacific Regional Environment Programme (SPREP) and the United Nations Economic and Social Commission for Asia and the Pacific (ESCAP) reaffirm their desire to work together in areas of mutual interest in the service of small island developing States (SIDS) and least developed countries (LDC) of common membership of SPREP and ESCAP in the Pacific region through the present Memorandum of Understanding (MOU).

## **II. PURPOSE OF COOPERATION**

2. As both SPREP and ESCAP are mandated to promote inclusive and sustainable development of small islands developing States, including least developed countries, in the Pacific, SPREP and ESCAP plan to work together to accelerate the implementation and the follow-up and review of the 2030 Agenda for Sustainable Development and the SAMOA Pathway by supporting the implementation of the Pacific Roadmap for Sustainable Development (PRSD) and the Regional Roadmap for implementing the 2030 Agenda for Sustainable Development in Asia and the Pacific, collaborating on mutually agreed areas specified in the Appendix.

## **III. GENERAL PRINCIPLES FOR SPREP-ESCAP COOPERATION**

3. SPREP and ESCAP will be governed by the following principles:
- (a) country and, where relevant, regional or sub-regional ownership of sound development policies and programmes are necessary to ensure resilient inclusive and sustainable development;

Two handwritten signatures in blue ink are visible at the bottom right of the page. The first signature is a stylized 'h' or similar character, and the second is a more complex signature that appears to read 'A.A.A. Hani'.

- (b) evidence-based development policies for resilient, inclusive and sustainable development, supported by innovative research and analysis, and keeping in view specific country contexts are needed;
  - (c) full stakeholder participation in consultative processes should be encouraged, consistent with available resources and partnerships established where appropriate; and
  - (d) results-oriented programmes that are built on transparent relationships between development assistance providers and beneficiary countries are needed.
4. SPREP and ESCAP plan to jointly:
- (a) focus on the shared strategic and operational priorities of the two organizations;
  - (b) use the comparative strengths and advantages of each organization to deliver work required under the strategic goals of the two organizations;
  - (c) produce and disseminate analytical work, implement capacity building initiatives, and organize conferences/policy dialogues at regional and sub-regional levels and national levels;
  - (d) share knowledge, data and information, lessons learned, best practice and monitoring and evaluation of development in the Pacific;
  - (e) consult each other in policy dialogue at the regional, sub-regional levels, country and programming for regional, sub-regional, and country-level activities, where feasible and appropriate; and
  - (f) explore potential co-financing for regional, sub-regional, and country programmes and projects where feasible and appropriate.



#### IV. FOCUS OF SPREP-ESCAP COOPERATION ACTIVITIES

5. The priority areas for cooperation and joint activities are listed in the Appendix, which may be amended from time to time.

#### V. EXCHANGE OF INFORMATION

6. SPREP and ESCAP recognize that effective cooperation depends on open, comprehensive and regular exchange of information at the institutional level. They agree to make appropriate arrangements to:

- (a) provide each other their annual work programmes where necessary to ensure harmonisation of activities at the regional, sub-regional and country levels;



- (b) provide electronic or hard copies of publications and public documents of each organization to the main library of the other organization to be maintained as reference documents; and
- (c) give notice, through information posted on the websites of each organization, of:
  - conferences, seminars and workshops being organized or sponsored in the Pacific;
  - regional, sub-regional, country, sector or thematic policy/strategy documents;
  - programme and project approval documents between SPREP and ESCAP; and
  - regional and sub-regional programme, country programme, sectoral, project and other evaluations.

#### VI. RECIPROCAL INVITATIONS

7. SPREP and ESCAP recognize that appropriate representation is important for the purpose of joint positioning and advocacy. They agree that:

- (a) reciprocal invitations will be extended to attend the biennial SPREP Meeting and take part as observer to Executive Board meeting of SPREP and governing body meetings of ESCAP; and
- (b) invitations to other meetings, conferences, seminars and workshops relevant to cooperation in the priority areas set out in the Appendix to this MOU will be sent, where appropriate.

#### VII. PERIODIC CONSULTATIONS

8. SPREP and ESCAP recognize that it is important to convene periodic consultations to review what is being planned, what is being implemented and what is being achieved in terms of results as well as to discuss new challenges and opportunities. They agree to hold such consultations periodically as required and not less than once a year.

#### VIII. FOCAL POINTS FOR MANAGEMENT OF THE MOU

9. SPREP and ESCAP agree to designate as focal points for the activities under this MOU:

- (a) for ESCAP: Head, ESCAP Sub-regional Office for the Pacific
- (b) for SPREP: Deputy Director General of SPREP

## IX. ACKNOWLEDGEMENTS AND USE OF INSTITUTIONAL EMBLEMS

10. SPREP and ESCAP recognize that the involvement of both organizations in joint cooperation activities needs to be publicized and this is to include the new partnership after the MOU has been signed. They agree that:

- (a) there will be public acknowledgment of the role and contribution of each organization to cooperation projects in all public information documentation related to such cooperation; and
- (b) the use of emblems of each organization in documentation related to cooperation will be in accord with the current policies of each organization concerning such usage.

## X. MISCELLANEOUS

11. The term of this MOU will be from the date of signature by both Parties until 31 December 2030.

12. This MOU may be amended at any time by mutual written agreement between the two Parties, based on changing priorities and areas of work.

13. Any specific activities conducted under this MOU are subject to:

- (a) their inclusion in the organizations' respective programmes of work and budgets, and the availability of funds; and
- (b) an administrative arrangement in relation to principles of implementation that may be agreed to in writing between SPREP and ESCAP in the form of a project document or written agreement.

14. SPREP and ESCAP agree that information given in connection with this MOU is to be used only for the purposes in which that information is given by the other Party. Any confidential information given in connection with this MOU shall be kept confidential and not disclosed to any third Party without the prior written approval of the Party which the confidential information originates from. This confidentiality clause shall survive the expiry or termination of this MOU.

15. This MOU constitutes an expression of a shared objective and vision. However, each Party's actions will be considered to be that Party's sole and separate action, for all purposes, neither Party shall claim to be acting on behalf of, or as agent for the other Party.

16. The MOU is not governed by international or domestic law and does not constitute nor is it intended to be a legally binding arrangement or contract. It does not create any legally binding or enforceable obligations, express or implied. This MOU cannot be construed as creating a partnership or relationship of employer and employee or principal and agent. It serves only as a



record of each Party's separate intention pending execution of specific agreements governing the undertaking of activities as contemplated by this MOU.

17. Each Party agrees that it will be responsible for its own acts and the results thereof and shall not be responsible for the acts of the other Party or the results thereof. Each Party, therefore, agrees that to the extent it may legally do so, it shall assume all risk and liability to itself, its officers, employees or agents, under the MOU, for any claims, damages, losses, expenses or other costs, arising out of, in connection with, or resulting at any time from any and all causes due to any act or acts, negligence, or failure to exercise proper precautions in the performance of this MOU.

18. Any dispute, controversy or difference as to the interpretation of the MOU will be settled amicably by mutual consent between SPREP and ESCAP.

19. Each Party's actions under the 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.

20. This MOU can be terminated by either Party upon providing six (6) months' written notice to the other Party.

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be signed in their respective names as of the day and year written below:

**For the Secretariat of the Pacific  
Regional Environment  
Programme**



Kosi Latu

Director General

Place: Apia, Samoa

Date: 25 November 2021

**For the United Nations Economic  
and Social Commission for  
Asia and the Pacific**



Armida Salsiah Alisjahbana

Under-Secretary-General of the United  
Nations and Executive Secretary of ESCAP

Place: Bangkok, Thailand

Date: 25 November 2021



## APPENDIX

### PRIORITY AREAS FOR SPREP-ESCAP COOPERATION

#### Climate Change:

- United Nations Framework Convention of Climate Change, Paris Agreement, Sendai Framework and Framework for Resilient Development in the Pacific
- Adaptation, Disaster Risk Management, Meteorological Services, Geospatial Information Applications
- Climate and Sustainable Finance

#### Environmental Governance

- Sustainable food systems and agro-ecological transitions
- Stakeholder engagement and public participation
- Environment Assessment and Planning
- State of Environment Report and Environment Management Strategies
- Follow up and review of the environmental components of the 2030 Agenda and SDGs

#### Sustainable Energy and Transport:

- Development national energy strategy to implement SDG7
- Sustainability of maritime connectivity and inter-island shipping

#### Sustainable Oceans:

- Waste Management and Pollution Control
- Ocean and climate synergies
- Activities to support the UN Decade of Ocean Science for Sustainable Development (2021-2030)

#### Data and Statistics:

- Environmental Statistics
- Implementation of the System of Environmental-Economic Accounting (SEEA), including for ocean, waste, water, and energy
- Disaster-related statistics
- Climate change-related statistics



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