



PACIFIC ISLANDS FORUM



ESCAP
Economic and Social Commission
for Asia and the Pacific

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE PACIFIC ISLANDS FORUM SECRETARIAT
AND

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

I. INTRODUCTION

1. The Pacific Islands Forum Secretariat (PIFS) 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 (LDCs) of common membership of PIFS and ESCAP in the Pacific region through this Memorandum of Understanding (MOU).

II. PURPOSE OF COOPERATION

2. As both PIFS and ESCAP are mandated to promote inclusive and sustainable development of Small Island Developing States, including least developed countries, in the Pacific, PIFS and ESCAP plan to work together to accelerate the implementation, follow-up and review of the 2030 Agenda for Sustainable Development, the SAMOA Pathway and the 2050 Strategy for the Blue Pacific Continent 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, the Framework for Resilient Development in the Pacific 2017 - 2030, and the proposed Pacific Roadmap for Economic Development (PRED), collaborating on mutually agreed areas specified in the **Appendix** to this MOU.

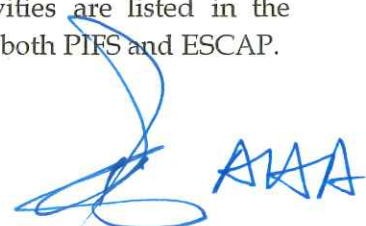
III. GENERAL PRINCIPLES FOR PIFS-ESCAP COOPERATION

3. PIFS and ESCAP cooperation will be governed by the following principles:
 - (a) country and, where relevant, regional or subregional ownership of forward-looking development policies and programmes are necessary to ensure inclusive, resilient and sustainable development;
 - (b) evidence-based development policies for an inclusive, resilient and sustainable development, supported by innovative research and analysis, and keeping in mind specific country contexts as needed;
 - (c) full stakeholder participation in consultative processes should be encouraged, consistent with available resources and partnerships established where appropriate and working through existing regional, subregional and national mechanisms; and
 - (d) results-oriented programmes that are built on effective, inclusive and transparent relationships between development assistance providers and beneficiary countries as needed.

4. PIFS and ESCAP agree to jointly:
 - (a) focus on the shared strategic and operational priorities of the two parties;
 - (b) use the comparative strengths and advantages of each organization to deliver work required under the strategic goals of the two parties;
 - (c) produce and disseminate analytical work, implement capacity building initiatives, and organize conferences/policy dialogues as appropriate;
 - (d) share knowledge, data and information, lessons learned, best practice and monitoring, evaluation and reporting on the regional and global development agenda;
 - (e) explore the increased use of Pacific experts to undertake such analytical work and capacity building initiatives;
 - (f) consult each other in policy dialogue at the regional, subregional and country levels and programming for regional, subregional, and country-level activities, where feasible and appropriate; and
 - (g) explore potential co-financing for programmes and projects where feasible and appropriate.

IV. FOCUS OF PIFS-ESCAP COOPERATION ACTIVITIES

5. The selected priority areas for cooperation and joint activities are listed in the Appendix, which may be amended from time to time as agreed to by both PIFS and ESCAP.

Handwritten signature and initials in blue ink, located at the bottom right of the page. The signature is a stylized, cursive name, and the initials 'AAA' are written in a bold, blocky font to its right.

V. INTELLECTUAL PROPERTY

6. In the event that the Parties foresee that intellectual property that can be protected shall be created in relation to any activity to be carried out under this MOU, the Parties shall negotiate and agree on the terms of its ownership and use in a separate agreement.

VI. RECIPROCAL INVITATIONS

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

- (a) invitations will be extended to meetings of PIFS and ESCAP subject to relevant processes and approvals; 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. PIFS and ESCAP recognize that it is important to convene periodic consultations to review what is being planned in terms of areas of common interest, what is being implemented and what is being achieved 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. PIFS and ESCAP agree to designate as focal points for the activities under this MOU:

- (a) for ESCAP: Head, ESCAP Subregional Office for the Pacific
- (b) for PIFS: Deputy Secretary General of PIFS

IX. ACKNOWLEDGEMENTS AND USE OF INSTITUTIONAL EMBLEMS

10. PIFS 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:

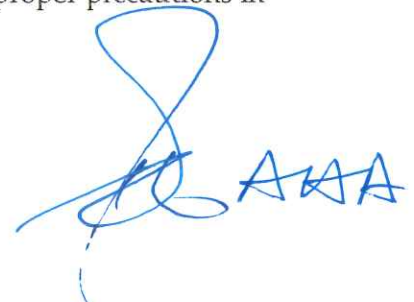
- (a) there will be public acknowledgement of the role and contribution of each organization to cooperation projects in all public information documentation related to such cooperation; and



- (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. This MOU comes into effect upon signature by both Parties and will be in force from the date of signature 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 PIFS and ESCAP in the form of a project document or written agreement.
14. PIFS and ESCAP agree that information provided or accessed 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 intended 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.

A handwritten signature in blue ink, consisting of a large, stylized loop followed by the letters 'AAA'.

18. Any dispute, controversy or difference as to the interpretation of the MOU will be settled amicably by mutual consent between PIFS 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 Pacific Islands
Forum Secretariat

The seal is circular with a blue border containing the text "PACIFIC ISLANDS" at the top and "FORUM SECRETARIAT" at the bottom. The center features a stylized landscape with a palm tree on the left, a crescent moon and five stars in the upper right, and wavy lines representing water at the bottom.

Henry Puna

Secretary General

Place: Bangkok, Thailand

Date: 16 May 2023

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: 16 May 2023



APPENDIX

PRIORITY AREAS FOR PIFS-ESCAP COOPERATION

Promote, implement and monitor Sustainable Development Goals in the Pacific with a focus on reporting progress against the SDGs and SAMOA Pathway, and the 2050 Strategy for the Blue Pacific Continent and guided by the Pacific Roadmap for Sustainable Development and Regional Roadmap for Implementing the 2030 Agenda for Sustainable Development in Asia and the Pacific, Pacific Roadmap for Economic Development and to inform the Quadrennial and Biennial Pacific Sustainable Development Reports.

Strengthen Climate Change Action and Resilient Development with a focus on innovative climate financing instruments, climate change communications and advocacy, disaster risk management, ensuring effective mutual regional support arrangements to address the impacts of the climate emergency and disaster risks, while maximizing returns through effective governance of the ocean and its resources, including ocean eco-system valuation, data compilation and accounting across the Pacific region.

Improve Social Inclusion and Equity including by mainstreaming gender and women and girl's economic empowerment and working across new and emerging socio-economic priority areas with a focus on vulnerable groups in the Pacific.

Increase Regional Economic and Trade Cooperation Opportunities in the Pacific by leveraging development finances through regional financial institutions, expanding the role of digital economy, connectivity, services, quality infrastructure to address the ongoing challenges of standards and quality requirements, trade facilitation and promoting regional and subregional connectivity architectures and initiatives to address common concerns and cross-border issues.

