

SPREP
Secretariat of the Pacific Regional
Environment Programme

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The Pacific environment, sustaining our livelihoods and natural heritage in harmony with our cultures.

MEMORANDUM OF UNDERSTANDING (MOU)

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between

University of Newcastle, Australia (UoN)

and

The Secretariat of the Pacific Regional Environment Programme (SPREP)

(together, "the Parties")

University of Newcastle (UoN) of University Drive, Callaghan, New South Wales, Australia, 2308.

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 UoN have mutual interests in relation to the protection of the environment and developing and strengthening systems, institutions, organisations and individuals concerned with environmental protection and sustainable development 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 UoN.
2. Within this framework the Parties will consult in an effort to collaborate on the activities they identify as requiring implementation.

2. Collaborative Activities

The Parties agree, to the extent possible, but without limitation, to:

1. Consult each other on matters of mutual interest in relation to physical, social, economic and political environmental issues including for example:
 - Environmental Monitoring and Governance
 - Biodiversity and Environmental Management
 - Climate Change
 - Waste Management and Pollution Control

2. Extend to each other standing invitations to as observers at appropriate research conferences, symposia and meetings, including the annual SPREP Meeting and to co-sponsor relevant meetings, where dual representation would be beneficial.
3. Collaborate and support awareness-raising efforts in relation to the areas listed in 2.1.
4. Contribute to global and regional priorities in relation to the environment.
5. Collaborate and support capacity-building initiatives relation to the environment.
6. Keep respective stakeholders informed of co-operative activities undertaken pursuant to this MOU.

3. 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 are 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 appoint a representative to oversee and facilitate implementation of this MOU in cooperation with other appropriate staff. The parties have appointed the following initial representatives:
SPREP: Mr. Stewart Williams, PacWaste Project Manager stewartw@sprep.org
UoN: Dr Alan Broadfoot, Director NIER, Alan.Broadfoot@newcastle.edu.au
4. Either party may change its representatives by notice to the other party. No representative will have the power to vary or amend this MOU.
5. The Parties will endeavor to ensure that their representatives meet at least once each year to review the terms and implementation of this MOU.
6. Specific work once agreed would be documented by way of a separate agreement.

4. Intellectual Property

1. Each Party agrees that it can only use the Materials of the other Party for purposes directly relating to this Memorandum of Understanding.
2. Each Party agrees that all Intellectual Property in the Materials is owned by the party that supplies the Materials, or that has a genuine claim to ownership of the Materials.
3. This Memorandum of Understanding does not create any legally enforceable obligations between the Parties in relation to the Intellectual Property of each Party.

5. 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.

6. General

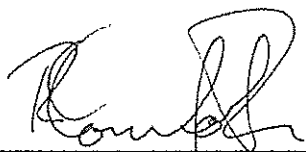
1. Nothing in this MOU will be interpreted as creating a relationship of partnership, agency, trust or any fiduciary relationship between the parties.

2. This MOU is not intended to be legally binding or create any binding or legal obligations on either party.
3. Neither party may transfer, assign or subcontract this MOU or any rights or obligations under this MOU without the consent of the other party (not to be unreasonably withheld).
4. In the event of any disagreement or dispute between the parties, they will seek to resolve it amicably and constructively between themselves.

7. Definitions


Intellectual Property means all present and future rights to intellectual property including any inventions and improvements, trademarks (whether registered or common law trade marks), design, copyright, any corresponding property rights under the laws of any jurisdiction and any rights in respect of an invention, discovery, trade secret, secret process, know-how, concept, idea, information, process, data, or formula.

Materials means any tangible or intangible thing provided by one party to the other in relation to this Memorandum of Understanding which contains a Party's Intellectual Property or confidential information.



Mr. Roger Cornforth
Acting Director General
SPREP

Date:



Professor Kevin Hall
Deputy Vice Chancellor (R&I),
University of Newcastle

Date: 11 July 2016