MEMORANDUM OF UNDERSTANDING

BETWEEN

THE SECRETARIAT OF THE PACIFIC COMMUNITY

AND

PACIFIC ISLANDS DEVELOPMENT FORUM

PREAMBLE

The Secretariat of the Pacific Community ("SPC") on the one part and the Pacific Islands Development Forum ("PIDF") on the other, together called the "Parties";

WHEREAS SPC and PIDF are international organisations with common members, challenges and issues;

WHEREAS both SPC and PIDF share the objective of contributing to the efforts of their members to achieving sustainable development goals.

WHEREAS SPC and PIDF provide their members with advisory, training and research services in programme areas under their respective mandates pertaining to sustainable development including scientific, technical, legal, economic, social, educational, policy and strategic services to support, enhance, complement and supplement their members' capacity to achieve agreed national, regional and international development outcomes;

Initialled by Dr Colin Tukuitonga for SPC:

Initialled by Mr Feleti Teo for PIDF:
WHEREAS in some areas both SPC and PIDF have clear roles to play, such as in the fisheries and marine sectors, forestry, food security, energy, water, climate change, transportation, culture and tradition, green economy and leadership, which together contribute to holistic and inclusive sustainable solutions, highlighting the importance of maximising cooperation and minimising the potential for overlap;

WHEREAS both SPC and PIDF also work with many other key stakeholders at national, regional and international levels to support members in many areas of mutual responsibility;

WHEREAS both SPC and PIDF may obtain programme and project funds from similar development partners;

WHEREAS SPC and PIDF recognise the need to develop collaborative approaches in programmes and projects, in order to demonstrate to development partners and members that both organisations are committed to transparent and complementary cooperation to better serve the priorities of member countries and territories, in areas of mutual responsibility;

WHEREAS SPC and PIDF have respectively been recognised for their contributions in specific areas of importance to members for which a coordinated regional approach would add greater value and contribute more directly to achieving each member’s national sustainable development outcomes in areas of social, environment and economic development;

WHEREAS SPC and PIDF wish to work closely together to maximise effective cooperation and efficiency and reduce duplication in delivering services to their common members within the areas under their respective mandates;

NOW, THEREFORE, the Parties agree to cooperate as follows:

**Article 1**

**PRINCIPLES OF COOPERATION**

1. This Memorandum of Understanding ("MOU") is underpinned by the following principles of cooperation:

Initialled by Dr Colin Tukuitonga for SPC:

Initialled by Mr Feleti Teo for PIDF:
a) The development needs and priorities of Pacific Island countries and territories will underpin the work of SPC and PIDF. The development needs and priorities of Pacific Island countries and territories, as reflected in relevant national and regional plans, together with agreements at meetings of the governing bodies of SPC and PIDF, and at other relevant meetings of Pacific Ministers and Leaders, will guide the collaborative efforts of the Parties.

b) Genuine partnership. The cooperation is based on a genuine spirit of partnership in which the Parties seek to enhance and complement each other’s efforts while building on their respective comparative strengths and expertise (the “one team many partners” approach).

c) Mutual recognition and respect for each other’s mandates. Mutual and reciprocal recognition of each organisation’s role and respect for each organisation’s mandates are central to the partnership.

d) Expanding the partnership beyond the Parties. Each organisation brings more than its own resources to the partnership. PIDF, in addition to its expertise at the regional, national and international levels, is able to draw on the expertise available through its partnership network of public and private sector and civil society. SPC also has, in addition to historical legitimacy and credibility built on the basis of its scientific and technical expertise and its capacity as a key implementing agency, the ability to both influence and mobilise resources and people in a wide range of sectors, nationally, regionally and internationally.

e) Joint approach when addressing the same priority areas of work. When both Parties are involved in the same priority area of work, a joint approach will be defined through a consultation process with all stakeholders which respects the core functions of each organisation and their sanctioned strategies and approaches. The SPC joint country strategy process may provide a workable and tested framework to achieve this.

f) New and emerging priorities or gaps. For new or emerging priorities, or where gaps are identified, the Parties will consult each other to discuss their engagement. If both organisations express an interest to be involved they will undertake joint assessments, leading to the development of an agreed approach or strategy to define their engagement. SPC and PIDF will consult with relevant members and
potential development partners to determine the best way to address such priority areas.

g) **Sharing of information.** Notwithstanding each organisation's intellectual property rights, both organisations agree to share information that is necessary to assist each other in their respective area of work. Such information may include technical reports, budget documents, minutes of meetings and trip reports. Information on joint activities, work plans and calendars of events will also be shared. Such sharing of information will in no way alter the proprietary rights of the organisation from which the information originated.

h) **Mutual support and advocacy.** The Parties will respect each other’s role, will advocate on behalf of each other and will acknowledge each other’s existing roles and responsibilities in specific areas. Each organisation agrees to take appropriate measures to give due credit to the other organisation and other partners participating in the projects or activities it implements. To the extent possible, information provided to media agencies and to the beneficiaries of projects and activities supported as a result of this MOU and related publicity material, official notices, reports and publications, shall acknowledge the role and contributions of those organisations, participating governments, donors and other stakeholders.

i) **Increased effectiveness and harmonisation.** The Parties will strive to:

(a) align their support to countries’ national development plans and harmonise their organisational processes (work plans, country visits, data collection and dissemination, surveillance, monitoring and evaluation processes) to increase aid effectiveness and effective utilisation of limited resources; and

(b) utilise accepted international and regional reporting tools for development of information systems as the primary basis for information collection, supplemented as necessary by specific additional information required for national, regional and international level policy analysis, advice and formulation, or for specific reporting requirements.

j) **Joint resource mobilisation.** The Parties agree where necessary, subject to their respective rules and capacity, to joint efforts for the mobilisation of financial and other resources, together with institutional support, from development partners. Each organisation shall provide as necessary the technical assistance required and

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approved in accordance with its rules, for the implementation of jointly agreed activities.

k) **Innovative approaches.** The Parties will explore innovative approaches to strengthening collaboration through such mechanisms as:

   a) delegating and or sharing implementation and monitoring responsibilities of each other’s initiatives;

   b) funding staff of the other organisation where relevant;

   c) co-location of staff;

   d) extending the use of office space in-country or at headquarters to visiting staff or providing longer-term hosting of each other’s staff in their respective offices; and

   e) facilitating secondments and or attachments of staff.

**ARTICLE 2**

**MECHANISMS OF COLLABORATION**

1. The Director-General of SPC and the Secretary General of PIDF will oversee and manage the overall implementation of this MOU. Each will designate a focal point within each organisation to manage the operational arrangements, implementation of agreed initiatives and the necessary consultations under this MOU.

2. The framework for strengthening collaboration between the two organisations will include the following:

   a) **CEO consultation.** The SPC Director-General and the PIDF Secretary General will conduct formal annual consultations to review progress made on the implementation of this MOU by both organisations. Timing for such consultations, including the development of the agenda and identification of participants from each organisation, will be coordinated by the focal points. One outcome of these consultations will be a joint work plan on areas of mutual interest to both Parties.

   b) **Technical/programme consultation.** Regular and open consultation and communication between the technical staff of the Parties will be encouraged. This consultation and communication will address matters of mutual interest affecting the
region and ensure coordination of work plans and, where appropriate, collaboration on their implementation.

c) **Participation at meetings of each other's governing bodies.** Each organisation will extend an invitation to send senior representatives to participate as an Observer in meetings of the other organisation's governing body and in other selected technical meetings as appropriate and where resources permit.

d) **Operational arrangements.** At the operational and project level, the following arrangements will guide the collaboration between the two organisations:

i. **Specific activities.** Specific collaborative activities between the Parties will be described in letters of agreement within the framework of this MOU. Such letters of agreement shall set out (a) the terms, conditions and responsibilities of both organisations concerning each specific activity, including work plans, disbursement of funds, reporting on funds and assets, timely submission of adequate audit reports, indirect costs to be charged, etc.; and (b) a proposal signed by both Parties containing, at the minimum, terms of reference, including scope of service(s), annual work plan, budget and a clear description of each Party's responsibilities in relation to the project or activity. Any exchange of letters will be consistent with the principles of collaboration established under this MOU.

ii. **Financial arrangements.** The Parties recognise that they have different financial regulations and that in cases where both are executing joint work programmes each organisation will endeavour to negotiate direct funding wherever possible. However, if the Parties have agreed on areas of common interest based on country priorities and their respective mandates, they should ensure as far as is practicable complementarity and sharing of resources.

**Article 3**

**CORE ACTIVITY AREAS OF THE PARTNERSHIP**

1. Consistent with this MOU and its principles and guidelines the Parties agree to pursue the areas of partnership contained in Annex 1 to this MOU in the first instance. Annex 1 will be updated as new or emerging areas of partnership are developed over time.
Article 4
CONFIDENTIALITY AND INTELLECTUAL PROPERTY

1. Any exchange of information between SPC and PIDF under this MOU, whether in relation to scientific research, financial management, information systems or any other area, will be subject to any reasonable conditions of confidentiality the party disclosing the information wishes to impose, notwithstanding other areas of cooperation stated in this MOU.

2. In the absence of any specific agreement to the contrary, the Parties hereby acknowledge that this MOU does not constitute a licence for either party to exercise or exploit the other's intellectual property rights in relation to know-how, materials or technology.

Article 5
DURATION, REVIEW AND DISPUTES SETTLEMENT

1. This MOU will have a duration of four years from the date of entry into force. It will be subject to a substantive review every two years. After four years, it may be renewed with modifications that are agreed to by the Parties and recorded by way of an exchange of letters if the need arises. Minor modifications may be made at any time with the consent of both Parties in writing.

2. Both Parties agree to systematically and jointly review the implementation of this MOU on an annual basis.

3. The Parties shall make their best efforts to amicably settle any dispute, controversy or claim arising out of this MOU, in accordance with the rules and procedures of both organisations.

4. Unless the Parties decide otherwise, any dispute, controversy or claim between SPC and PIDF arising out of or relating to the interpretation, application or performance of this MOU, including its existence, validity or termination, that it has not been possible to settle under paragraph 3 of this article, shall be submitted to an arbitral tribunal composed of a sole arbitrator in conformity with the Optional Rules for Arbitration involving International Organizations and States of the Permanent Court of Arbitration. The sole arbitrator shall be appointed by mutual agreement of the Parties, or, failing this, by the Secretary General of the Permanent Court of Arbitration. Either Party may,
however, request the Secretary General of the Permanent Court of Arbitration to establish such a tribunal immediately to examine a request for provisional measures to ensure that its rights are protected under the terms of the present MOU.

5. The procedure specified in paragraph 4 of this Article shall not be applicable to disputes whose origins lie in the application or interpretation of SPC's founding Agreement, related amendments or appendices.

Article 6

MISCELLANEOUS

1. Nothing in or relating to this MOU shall be deemed as a waiver, express or implied, of any of the privileges and immunities of either organisation, including any subsidiary organs.

2. Nothing in or relating to this MOU shall be deemed as a waiver of the independence and prerogatives of each organisation or of the governing bodies of each organisation.

Article 7

ENTRY INTO FORCE AND TERMINATION

1. This MOU shall enter into force on the day after the date it was signed by both Parties.

2. This MOU shall cease to be in force either (a) under the provisions of article 5(1) above or (b) 30 (thirty) days after either of the Parties have given notice in writing to the other Party of its decision to terminate the MOU.

Initialed by Dr Colin Tukuitonga for SPC:

Initialed by Mr Feleti Teo for PIDF:
Annex 1

Agreed actions to be implemented under the memorandum of understanding in 2014/2015

1. Develop joint programmes in areas of mutual interest, including, but not limited to, fisheries and the marine sector, forestry, food security, energy, water, climate change, environment indicators, transportation, culture and traditions, and leadership which has an impact on inclusive sustainable development;

2. Develop synergies and cooperation with planned and existing activities to provide better delivery of services at national and regional levels;

3. Work together to develop joint funding proposals to complement and better integrate the work of the two organisations;

4. Commit to the exchange and sharing of information;

5. Establish meetings or technical forums for staff of both organisations to share, discuss, develop, implement and monitor programmes of mutual interest;

6. Where possible, send a senior representative to attend the annual meetings of each other’s governing councils; and

7. Use the SPC joint country strategy process to show the complementarity between the work of both organisations at member country / territory level.

Initialled by Dr Colin Tukuitonga for SPC:

Initialled by Mr Feleti Teo for PIDF:

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IN WITNESS WHEREOF, the undersigned, duly authorised representatives of the respective Parties, have signed this memorandum of understanding in the English language, in duplicate, in the place and on the date indicated below.

<table>
<thead>
<tr>
<th>On behalf of the Secretariat of the Pacific Community</th>
<th>On behalf of the Pacific Islands Development Forum</th>
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<tbody>
<tr>
<td>Dr Colin Tukuitonga</td>
<td>Feleti Penitala Teo OBE</td>
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<tr>
<td>Director-General</td>
<td>Interim Secretary General</td>
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<tr>
<td>Date: 20 June 2014</td>
<td>Date: 20 June 2014</td>
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Initialled by Dr Colin Tukuitonga for SPC:
Initialled by Mr Feleti Teo for PIDF:

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