



INTERGOVERNMENTAL OCEANOGRAPHIC COMMISSION
(of UNESCO)

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INTERGOVERNMENTAL OCEANOGRAPHIC COMMISSION OF UNESCO (IOC)
AND
THE PACIFIC COMMUNITY (SPC)

Information

The purpose of the proposed MoU between the Pacific Community (SPC) and UNESCO-IOC is to facilitate collaboration between SPC and the IOC of UNESCO, particularly in several identified areas of mutual interest, which provide a framework for the partnership and the basis for elaborating a commonly agreed work programme.

The Draft MOU presented to the Executive Council, in line with the IOC status as a body with functional autonomy within UNESCO, is undergoing an extensive review by the relevant services of respective organizations. In accordance with Article XI.1 of UNESCO's Constitution, which requires that formal arrangements with specialized intergovernmental organizations and agencies be subject to the approval of UNESCO's Executive Board, the Draft MOU will be presented to the Spring or Autumn 2021 session of the Board, prior to signature.

Preamble

The Intergovernmental Oceanographic Commission of UNESCO ('IOC of UNESCO') is a body with functional autonomy established by the UNESCO General Conference. The purpose of the IOC of UNESCO is to promote international cooperation and coordinate programmes in marine research, observing systems, services, disaster risk reduction, and related capacity development. IOC of UNESCO aims to improve the governance, management, institutional capacity, and decision-making processes of its Member States with respect to marine resources and climate variability and to foster sustainable development of the marine environment, particularly in developing countries. The IOC of UNESCO is also coordinating on behalf of the United Nations the implementation of the UN Decade of Ocean Sciences for Sustainable Development (2021-2030).

The Pacific Community (SPC) is the principal scientific and technical organisation in the Pacific region, supporting development since 1947. SPC is an international development organisation owned and governed by 26 country and territory members. In pursuit of sustainable development to benefit Pacific people, SPC works on the effective and innovative application of science and knowledge, guided by a deep understanding of Pacific Island contexts and cultures. The focus of SPC's work changes over time in response to evolving regional needs and regional collaborative arrangements with other organisations. SPC's members have established the Pacific Community Centre for Ocean Sciences (PCCOS), to provide excellence in ocean science, knowledge and innovation supporting Pacific sustainable development by providing an integrated facility to improve accessibility of ocean-related knowledge and facilitate inter-disciplinary partnerships. SPC has also established the Pacific Data Hub (pacificdata.org) as a central repository of open data and knowledge products about the Pacific region. A partnership between SPC and IOC provides a natural pathway for PCCOS science and knowledge to underpin the governance, management, institutional capacity and decision-making outcomes of IOC.

The Pacific Community, and the Intergovernmental Oceanographic Commission of UNESCO, collectively referred to as 'the Parties';

Acknowledging that this MoU is non-binding, and understanding that neither organisation can commit the other to any expenditure, save that from administering this MoU,

Recognising they enter into this Memorandum of Understanding following the principles that are founded in respect and mutual goodwill and according each other all reasonable cooperation and assistance as may be expected,

Desiring to invite each other's representatives to attend and participate in the meetings of their respective governing bodies, and subsidiary bodies at which subjects of specific interest to both organisations are being discussed, in accordance with the rules and procedures of such bodies.

The purpose of this Memorandum of Understanding is to strengthen the strategic and cooperative partnership between the IOC of UNESCO and SPC, and, through joint and concerted cooperation, to contribute to areas of common interest and identify, resource and implement common activities and projects.

The Parties agree to cooperate as follows.

Article I

Purpose and Scope

1.1 The purpose of this Memorandum of Understanding (MoU) is to facilitate collaboration between SPC and the IOC of UNESCO, particularly in the following areas of mutual interest, which provide a framework for the partnership and the basis for elaborating a commonly agreed work programme. The list does not exclude other areas deemed useful by both Parties:

- (i) United Nations Decade of Ocean Science for Sustainable Development (2021-2030). Closely collaborate on the implementation of the UN Decade, recognizing SPC as a lead actor in the Pacific region with an important role in engaging and convening regional stakeholders to identify, implement and resource Decade Actions in line with regional priorities, and including but not limited to, the relevant areas of collaboration identified in this MOU. Explore options for the Pacific Community Centre for Ocean Science (PCCOS) to provide support to the coordination functions of the Decade in accordance with the Decade governance and supporting processes.
- (ii) Joint development of projects and initiatives. Co-organisation of workshops and seminars in various aspects and the exchange/hosting of experts/specialists. Co-author concept notes and proposals to advance the implementation of activities of mutual interest, as mentioned above, and for the benefit of SPC member countries and territories.
- (iii) International cooperation. Define and drive a strategic direction for the Pacific region based on common priority interests. Promote and strengthen international cooperation with existing bodies such as the IOC Sub-Commission for the Western Pacific (WESTPAC).
- (iv) Data exchange. Enhance the exchange of oceanographic data through the SPC becoming an Associate Data Unit (ADU) to the International Oceanographic Data and Information Exchange (IODE) Programme. Further cooperation in the Ocean InfoHub Project towards the co-design of an Ocean Data and Information System (ODIS), and in the development of a decision-support tool on marine invasive species for the South Pacific Region. Data and resulting knowledge will be provided in an open and accessible manner via the Pacific Data Hub (PDH), in partnership with the Ocean InfoHub project and the Pacific Islands Marine Bioinvasions Alert Network (PacMAN). Biodiversity data will continue to be published in IOC's Ocean Biodiversity Information System (OBIS) via the South-West Pacific OBIS node.
- (v) Marine Spatial planning. Support the use of marine spatial planning to promote sustainable blue economy and development, through technical capacity development
- (vi) Ocean literacy. Advance ocean literacy to help ensure that decision makers are well equipped in their knowledge of how human and ocean well-being are tightly connected. Support the development of ocean literacy tools and approaches, taking into account traditional and indigenous knowledge as well as the cultural aspects of the connection between human-beings and the ocean. Collaborate to develop specific ocean literacy network for the Pacific community

- (vii) Early warning systems and risk reduction. Further, develop early warning systems for marine hazards, including overseeing and coordinating the planning, implementation and evaluation of disaster risk reduction and tsunami projects and engaging with members of the Intergovernmental Coordination Group for the Pacific Tsunami Warning and Mitigation System (ICG/PTWS), in particular with members of the Pacific Island Countries and Territories (PICT) members of the ICG/PTWS.
- (viii) Capacity development. Accelerate marine technology transfer and development of ocean knowledge for Pacific Small Island Developing States (SIDS). Organise, as appropriate, joint activities on issues that are of mutual interest, such as training workshops and courses on monitoring marine invasive species in collaboration with IOC's Pacific Islands Marine Bioinvasions Alert Network (PacMAN), ocean data and information management (including products and services), and for SPC to continue to cooperate with the OceanTeacher Global Academy as a regional (RTC) or specialized training (STC) centre.
- (ix) Marine technology. Facilitate the sharing and transfer of marine technology into the Pacific region as promoted under the United Nations Convention on the Law of the Sea (UNCLOS).
- (x) Logistical cooperation and arrangements, including the hosting of staff and/or experts. This includes the hosting at SPC of the UNESCO/IOC Programme Officer for Disaster Risk Reduction and Tsunami Warning, which falls under 1.1. (vii) above.
 - 1.2 The collaboration between the Parties does not preclude any other form of collaboration, service provision or other activities that the Parties may agree upon in writing from time to time.
 - 1.3 The collaboration between the Parties is not exclusive and does not preclude either Party from engaging in, or continuing collaboration or other activities with third parties.

Article II

Mutual consultation and exchange of information

- 2.1 The Parties agree to maximise cooperation, eliminate undesirable duplication of work, and ensure the most efficient use of their technical personnel in the execution of their mandates.
- 2.2 The Parties may consult and exchange information as necessary and appropriate, in the interest of identifying areas and potential projects and/or activities for cooperation.
- 2.3 The Parties shall, on a regular basis, maintain consultations on issues and activities of strategic importance for the purposes of furthering and facilitating the effective achievement of objectives they have in common and of ensuring the greatest possible coordination of activities with a view to maximising complementarity and mutual support.

- 2.4 Subject to such arrangements as may be necessary to safeguard the status of confidential material available to them, the Parties shall exchange information and documentation on matters of common concern within their domains, and shall keep each other informed of current and planned activities of mutual interest for the purpose of identifying areas in which cooperation between them may prove desirable.

Article III Specific projects

- 3.1 In cases where the Parties identify options for collaboration, the Parties may agree on the particular terms and conditions of any specific initiatives and activities through separate written agreements. Such agreements will include:
- (i) reference to this MoU and the general conditions set forth herein,
 - (ii) the activities involved,
 - (iii) any specific obligations of the Parties;
 - (iv) ownership of intellectual property rights arising from the outcomes
 - (v) the budget and its funding and other financial arrangements;
 - (vi) the duration, and
 - (vii) any specific modalities and conditions.
- 3.3 Any initiative or activity under an implementation agreement will be subject to the Regulations and Rules of the Parties and the general terms and conditions pertaining to this MoU.

Article IV Use of Name, Emblem and Logo

- 4.1 Neither Party shall use the name, emblem or logo of the other Party, its subsidiaries, affiliates, or any abbreviation thereof, in connection with its activities or otherwise without the express prior written approval of the other Party in each case.
- 4.2 The Parties agree to recognise, acknowledge and publicise this partnership as appropriate. To this end, the Parties shall consult with each other concerning the manner and form of such recognition and acknowledgement.

Article V Confidentiality

- 5.1 Each Party shall maintain the confidentiality of any information it receives from the other Party that has been designated as confidential or which by its nature is deemed to be confidential.

- 5.2 The Parties will only use confidential information for purposes of this MoU and not for any private or commercial gain. This confidentiality obligation shall not apply to information which the recipient can prove in writing it was at the time of disclosure:
- (i) in the public domain;
 - (ii) lawfully in its possession, and not acquired directly or indirectly from a third party under an obligation of confidentiality;
 - (iii) furnished to the recipient without restriction by a third party having a bona fide right to do so;
 - (iv) public knowledge by act or acts beyond the recipient's control; or
 - (v) required to be disclosed by law or pursuant to a judicial order.
- 5.2 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.
- 5.3 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.

Article VI Intellectual Property Rights

- 6.1 Nothing in this MoU is intended to affect each Party's pre-existing intellectual property and other property rights.
- 6.2 Pre-existing intellectual property and other property rights shall remain with their originating Party.
- 6.3 Each Party shall ensure that intellectual property rights and other property rights of the other Party or third parties are not infringed during the course of this MoU and each Implementing Agreement.

Article VII Official Correspondence

- 7.1 All communication related to this MoU will be addressed to the people below or their nominees.

For SPC

The Director-General
The Pacific Community
95 Promenade Roger Laroque
B.P. D5 – 98848, Noumea, New Caledonia
Tel: +687 26 20 00
Email: spc@spc.int

For IOC of UNESCO

The Executive Secretary
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**Article VIII
Privileges and Immunities**

- 8.1 Nothing in this MoU, or any document entered into in connection with this MoU will imply a waiver, express or implied, by either Party of any of the privileges and immunities enjoyed by it, its officers, staff and subsidiary bodies pursuant to customary international law, relevant international or national agreements, and under domestic law nor would constitute or be construed as their acceptance of the jurisdiction of the courts of any country over disputes arising therefrom.

**Article IX
Settlement of Disputes**

- 9.1 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.

**Article X
Entry into Force, Modification and Termination**

- 10.1 This MoU will enter into force from the date of signature for a duration of ten years, with the ability to be extended to the end of the United Nations Decade of Ocean Science for Sustainable Development (2021-2030).
- 10.2 The Parties may agree to amend this MoU through an exchange of letters between them following appropriate consultations.
- 10.3 This MoU may be terminated by mutual consent of the two Parties or by either Party giving the other Party six (6) months' written notice in advance. This period shall commence as from the date of receipt of the notice of termination.

For: The Pacific Community

**For: The Intergovernmental
Oceanographic Commission of
UNESCO**

Name: Dr Stuart Minchin

Name: Vladimir Ryabinin

Title: Director-General

Title: Executive Secretary

Date:

Date: