

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE

UNITED NATIONS ENVIRONMENT PROGRAMME

AND

MACQUARIE UNIVERSITY

This Memorandum of understanding (“MOU”) is entered into by **Macquarie University** and the United Nations Environment Programme (“UNEP”), a subsidiary organ of the United Nations, established by UN General Assembly resolution 2997 (XXVII) of 15 December 1972, hereinafter jointly referred to as “the Parties”.

WHEREAS UNEP is the leading global environmental authority that sets the global environmental agenda, promotes the coherent implementation of the environmental dimension of sustainable development within the United Nations system and serves as an authoritative advocate for the global environment;

WHEREAS Macquarie University, is a public research university based in Sydney, Australia, in the suburb of Macquarie Park and has as its objective to promote, within the limits of the University’s resources, of scholarship, research, free inquiry, the interaction of research and teaching, and academic excellence;

WHEREAS the Parties share common goals and objectives with regard to the coherent implementation of the environmental dimensions of sustainable development, and wish to collaborate in areas of mutual concern, with transparency and efficiency, in the development of initiatives and actions of joint interest within their respective mandates and governing regulations;

NOW, THEREFORE, the Parties, being aware of the benefits that this cooperation will bring, agree as follows:

**Article 1
Purpose**

The purpose of this MOU is to provide a framework of cooperation and facilitate collaboration between the Parties, on a non-exclusive basis, in areas of common concern and interest. This MOU and its annex shall not represent any commitment on the part of either Party to give preferred treatment to the other in any matter contemplated under this MOU or otherwise.

The definition and implementation of any subsequent specific activities, projects and programmes pursuant to this MOU, including those involving the transfer of funds between the Parties, shall be subject to separate agreements that may be entered into between the Parties under this MOU.



Article 2
Areas of Cooperation

The Parties hereby establish a strategic partnership and agree to cooperate in the following non-exhaustive areas of common concern and interest:

- Bilateral research partnership between Macquarie university and research Institutions/Universities in the WIO region
- Joint resource mobilization through proposal development or grants application on specific thematic areas of mutual interest
- Utilization of expertise, research tools and resources including key skills in data and information management, spatial analyses, environmental modelling and marine spatial planning to pursue implementation of research and management programmes of mutual interest.
- Strengthening the science-policy dialogue to influence policy formulation for effective long-term ecosystem management in the WIO Region
- Convening workshops for capacity building, advocacy and awareness raising on topics of concern in ecosystem management
- Facilitating exchange programmes between Australian institutions and the WIO region
- Collaboration in other areas as determined necessary

Article 3
Consultation and Exchange of Information

The Parties shall, on a regular basis, keep each other informed of and consult on matters of common interest, which in their opinion are likely to lead to mutual collaboration, and shall, at such intervals as deemed appropriate, convene meetings to review the progress of activities being carried out under this MOU and to plan future activities.

The Parties may invite each other to send observers to meetings or conferences convened by them or under their auspices in which, in the opinion of their party, the other may have an interest. Invitations shall be subject to the procedures applicable to such meetings or conferences.

Consultation and exchange of information and documents under this MOU shall be without prejudice to arrangements, which may be required to safeguard the confidential and restricted character of certain information and documents. Such arrangements will survive the termination of this MOU and of any agreements signed by the Parties within the scope of this collaboration.

Article 4
Nature of the Cooperation

Neither Party shall be entitled to enter into commitments or make legally binding declarations on behalf of the other Party. Nothing in this MOU shall be deemed to constitute a joint venture, agency, interest grouping or any other kind of formal business grouping or entity between the Parties.



[MOU/2020/Ecosystem Division/2619]

**Article 5
Implementation**

The Parties will work out a plan envisaged under this MOU including specific activities projects and programmes, whose definition and implementation shall be subject to detailed separate agreements, in accordance with Article 1.

Each Party shall be responsible for its acts and omissions in connection with this MOU and its implementation unless agreed by either Party upon a separate agreement to the other Party.

**Article 6
Acknowledgement of the Partnership**

The Parties agree to recognize and acknowledge this partnership, as appropriate. To this end, the Parties shall consult with each other concerning the manner and form of such recognition and acknowledgement, including the use of their name and logos.

**Article 7
United Nations Privileges and Immunities**

Nothing in or relating to this MOU shall be deemed a waiver, expressed or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs.

**Article 8
Dispute Settlement**

The Parties shall use good faith efforts to settle amicably any dispute, controversy or claim arising out of this MOU.

**Article 9
Miscellaneous**

Failure by either Party to request the implementation of a provision of this MOU to the other Party shall not constitute a waiver of that or any other provision of this MOU.

**Article 10
Term, Termination, Amendment**

This MOU shall have an initial term of two years from the date on which it is duly signed by both Parties, unless terminated earlier by mutual consent or by either Party upon three months' notice in writing to the other Party.

This MOU may be amended only by mutual written agreement of the Parties. Such amendment will become an integral part of this MOU.



[MOU/2020/Ecosystem Division/2619]

IN WITNESS WHEREOF, the duly authorized representatives of the Parties affix their signatures below.

For United Nations Environment Programme



Name: Susan Gardner
Director, Ecosystems Division

Date: 12/3/2020

For Macquarie University



Name: Professor Kevin Jameson
Title: Deputy Vice Chancellor, Academic

Date: 1 April 2020



ANNEX

POTENTIAL AREAS FOR COOPERATION

The following areas of collaborative activities have been jointly identified for implementation under the framework of this MoU. The implementation of the activities listed below is subject to the availability of resources, and the applicable internal rules and procedures of the Parties, including any necessary clearances required under such rules and procedures.

Macquarie University and the Nairobi Convention may collaborate in the following areas:

a) Bilateral research partnership between Macquarie university and research Institutions/Universities in the WIO region

- Facilitate scientific research in the WIO region as well as enhance networks to ensure that scientific information and local knowledge are shared and incorporated in planning and policy development at the national and regional level
- Collaborate in the formulation of programmes and activities to promote a better understanding of on-going and emerging regional environmental issues and of the strategies needed to address them

b) Joint resource mobilization through proposal development or grants application on specific thematic areas

- Identification of mutual opportunities to target for resource mobilization
- Development and implementation of joint projects and programmes relevant to the mandate of the Parties

c) Utilization of expertise, research tools and resources including key skills in data and information management, spatial analyses, environmental modelling and marine spatial planning to pursue implementation of research and management programmes of mutual interest

- Cooperate in assessment of the state of marine environment and ecosystems including socio economic aspects relating to the impact of the exploitation marine resources
- Collaborate in the formulation and implementation of key regional strategies, ecosystem restoration guidelines and ecosystem valuation
- Collaborate in management, integration and analyses of data available in the region to inform conservation policy and management
- Facilitate advocacy of standards and methodologies necessary to acquire, process, distribute and improve utilization of essential data in the assessment of coastal and marine ecosystems
- Promoting ecosystem-based approaches such as marine spatial planning to promote ocean governance for blue economy

[MOU/2020/Ecosystem Division/ A2619]

- Pulling together relevant policy and technical capacity to implement initiatives based on a source to sea approach
- d) Strengthen the science-policy dialogue to influence policy formulation for effective long-term ecosystem management**
- Collaborate in the formulation of evidence-based policies by aligning research in the natural and social sciences more closely with the information needs of decision makers
 - Collaborate in advancing ocean governance and management of Areas Beyond National Jurisdiction
- e) Collaborate in capacity building, advocacy and awareness raising for effective ecosystem management**
- Identification of areas of capacity building relevant to the mandate of the UNEP Nairobi Convention
 - Development of capacity building program for implementation either in the region or out of the region depending on need
 - Working closely with WIO region research and/or academic institutions through the UNEP Nairobi Convention in addressing prioritized capacity building needs