MEMORANDUM OF UNDERSTANDING

Between



and

*[insert name of Country]*

*(“the Parties)*

to facilitate the access to, and security of, all data entered into the *[insert name of Country]* database

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| --- |
| This MOU does not replace the requirements on SPREP or *[insert name of Country]* to comply with other applicable laws and policies |

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| **Memorandum between** | Secretariat of the Pacific Regional Environment Programme (SPREP) of PO Box 240, Apia, Samoa |
|  | Contact Person: *[insert contact name from SPREP]*Phone : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Fax: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **And** | *[insert name of Country]* of *[insert relevant address from Country]* |
|  | Contact Person: *[insert name of contact in Country]*Phone : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Fax: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
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# Introduction

## This Memorandum of Understanding (MOU) is entered into on *[date]* by SPREP and *[insert name of Country]*.

## The purposes of this MOU are to:

### facilitate the ongoing access of SPREP to data held by *[insert name of Country]* in accordance with instructions or in a way, and to an access level, that directly reflects and accords with any Data Licensing Agreements (**DLAs**) in place in *[insert name of Country]*,

### ensure the ongoing security of all data held by *[insert name of Country]* through storage and backing up by SPREP, and

### to outline general principles for the sharing of data and related information by SPREP and *[insert name of Country]*.

## Both SPREP and *[insert name of Country]* agree to work together to fulfil the intention of this MOU.

## Under this MOU, data is defined as including but not limited to all datasets including maps, reports, statistics, and surveys (including backups, archive copies and derived data) in whatever format they are held (excel, numbers, pages, pdf, word etc).

# Term

##  This MOU will commence on the day it is signed by the Parties.

## The MOU will be reviewed every four years or as required to ensure it continues to meet the needs of both Parties. Its terms may be varied by mutual agreement in response to changes in user requirements, user demand, legislative and policy changes, changes in business processes or other significant factors impacting on the performance of the services.

# Purpose

## The Parties will work cooperatively to ensure the ongoing access to, and security of, all data, related information and other services described in Schedule A.

## *[insert name of Country]* will allow SPREP ongoing access to all data and related information described in Schedule A.

## SPREP will ensure that data described in Schedule A from *[insert name of Country]* will be stored, secured and backed up in accordance with instructions provided by *[insert name of Country]* in Schedule A or, in the absence of any instructions, in a way, and to an access level, that directly reflects and accords with any DLAs in place in *[insert name of Country]* in relation to the data.

## The Parties agree to work collaboratively to:

### build and maintain their working relationship,

### establish and implement standards for data exchange and other services to improve reliability, quality, timeliness and access to information,

### commit to sharing data even where there are data gaps and issues about the quality of the data, and

### identify opportunities to work in partnership to eliminate duplication of effort and support government initiatives.

## Data and other related information which may form part of this MOU are summarised in the attached schedule A.

# General

## Each Party is responsible for meeting its own costs in respect to all matters arising from this MOU.

## No action taken by either Party or implied by this MOU shall in any way give rise to the transfer, assignment or licence of the intellectual property rights of one Party to the other or to any third party.

## No action taken in executing this MOU shall be used as the means to transfer liability in any form from one Party to the other.

## Each Party will use its best endeavours to ensure that the data and related information provided is as up to date and accurate as possible.

## Each Party will ensure that all concerns and qualifications about the data are set out in the metadata

## Neither Party will be liable for any loss suffered by the other Party through the use of such data and related information.

## Any variation to this MOU must be agreed in writing between the Parties.

# Governance

## Each Party will have in place a governance framework that supports the exchange of data, related information and other related services and the intent of this MOU.

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| **Signed for** *[Insert SPREP name]***, by:** |  |  |
|  |  |
| Full Name of Authorised Officer | Signature of Authorised Officer |

|  |  |  |
| --- | --- | --- |
| **Signed for** *[insert name of Country],* **by:** |  |  |
|  |  |
| Full Name of Authorised Officer | Signature of Authorised Officer |

# Schedule A

**Section 1. Existing agreements in place**

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| **Existing agreements** | **Description** | **Instructions** |
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# Schedule A

EXAMPLES FOR DEMONSTRATION PURPOSES ONLY

**Section 2. Future specifications for the exchange of data, related information and other services**

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| **Proposed data to be exchanged**  | **Description** | **Instructions** |
| Seasonal Rainfall data | Spreadsheets, tables, records or other data to be delivered in a digital format or other form as mutually agreed by the Parties. |  |
| Aerial Forest Imagery | Images, diagrams and / or maps to be delivered in a digital format as mutually agreed by the Parties |  |
| Land clearance reports | Reports, publications or other documents to be delivered in a digital format or other form as mutually agreed by the Parties |  |
| Supporting documentation  | Any documentation or instructions which assist the Party receiving the data or related information to access, assess and use the data or related information for the purposes and intent of this MoU as may be requested by that Party from time to time. |  |
| Related services | Any technical, or similar support which assists the Party receiving the data or related information to access, assess and use the data or related information for the purposes and intent of this MoU. |  |

Notes:

* This Schedule A will be updated as required and agreed by both Parties.
* This MOU specifically excludes any data or related information for which the party requested to deliver the data or related information does not hold the rights necessary to pass the data or related information to the other Party.
* Future specifications shown at section 2 will be developed subject to availability of resources of both parties