



Pacific
Community
Communauté
du Pacifique



International
Hydrographic
Organization

MEMORANDUM OF UNDERSTANDING

BETWEEN

The Pacific Community,

AND

International Hydrographic Organization

PREAMBLE

WHEREAS the Pacific Community (SPC) is an intergovernmental organisation founded by treaty (the Canberra Agreement) in 1947 owned and operated by 27 member countries and territories to serve the development, scientific and technical needs of the Pacific region;

WHEREAS the International Hydrographic Organization (IHO) is an intergovernmental organisation of a consultative and technical nature established in 1921 and comprising over 99 Member States represented by their respective national hydrographic offices. IHO objectives include facilitating the international coordination of the efforts of national hydrographic offices, standardization of nautical charts and publications and the adoption of reliable and efficient methods to conduct hydrographic surveys, all aiming to contribute to safety of navigation and the protection of the marine environment.

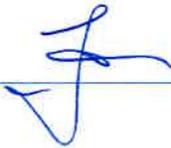
WHEREAS the purpose of this MoU is to provide a framework for active liaison and cooperation between the IHO and SPC to ensure the efficient and effective development and coordination of hydrographic and nautical charting programmes in accordance with the obligations of international treaties and to promote the widespread use of hydrographic data collected by the two organisations or their members for the benefit of safety of navigation and life at sea, protection of the marine environment, national infrastructure development, coastal zone management, marine exploration and resource exploitation, maritime boundary delimitation and policing, maritime defence and security, and natural disaster management.

WHEREAS

Hereinafter referred to collectively as 'the Parties', SPC and IHO have agreed as follows:

I. Purpose and Scope

Initials SPC: AV

Initials Partner: 

- 1.1 The purpose of this Memorandum of Understanding (MoU) is to facilitate collaboration between SPC and IHO, 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:
- Hydrographic surveys
 - Standards for charting and hydrography
 - Capacity building for nautical charting and hydrography
 - Coordination of international maritime policy.
- 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 pursuing additional partnerships or initiatives with third parties.

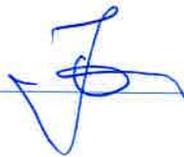
II. Mutual consultation and exchange of information

- 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 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 maximizing 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
- 2.5 and the parties 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.

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 as mutually agreed through separate written implementation agreements:
- 3.2 An Implementation Agreement will include:
- reference to this MOU and the general conditions set forth herein,
 - the activities involved,
 - any specific obligations of the Parties;

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Initials Partner: 

- (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.

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 recognize, acknowledge and publicize this partnership as appropriate. To this end, the Parties shall consult with each other concerning the manner and form of such recognition and acknowledgement.
- 4.3 Ensure both parties have provided internal guidance on branding and public recognition.

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.
- 5.3 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.

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- 5.4 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.
- 5.5 Each party shall cite applicable data protection policies or internal frameworks, if available.

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.
- 6.4 For jointly developed outputs, each party will ensure, the terms for co-ownership and licensing are clearly defined in the products.

VII. Focal Points and Official Correspondence

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

FOR SPC	FOR IHO
Name: Jens Kruger Position: Deputy Director Email: jensk@spc.int	Name: John Nyberg Position: Director Email: john.nyberg@iho.int

VIII. Resolution of disputes

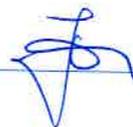
- 8.1 The Parties shall make their best efforts to amicably settle any dispute, controversy or claim arising out of this MOU, in accordance with the rules and procedures of both organisations.
- 8.2 If the party disputes are not resolved amicably, means of mediation and third-party facilitation shall be considered.

IX. Privileges and immunities

- 9.1 Nothing in or relating to this MOU shall be deemed or construed to be a waiver, express or implied, of any of the privileges and immunities enjoyed by SPC, 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 SPC’s acceptance of the jurisdiction of the courts of any country over disputes arising therefrom.

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X. Entry into Force, Modification and Termination

- 10.1 This MoU will enter into force on the date on which it is signed by authorized representatives of both parties.
- 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 SPC



Name: Paula Vivil
Title: Director General
Date: 17 February 2026

For IHO



Name: Mathias Jonas
Title: Secretary General

Date:

17 February 2026

Initials SPC: AV

Initials Partner:

