

MEMORANDUM OF UNDERSTANDING (MOU)

for a partnership between

Live and Learn Vanuatu

(also known as LLV)

And

Department Of Climate Change

(also known as DoCC)

This Memorandum supersedes any previous MOU.

1. Parties

The parties of this Memorandum of Understanding ("MoU") are:

1- Live and Learn Vanuatu, P.O. Box 1629, Tasiriki, Port Vila, Efate, Vanuatu (hereafter "LLV")

2- Department of Climate Change, Private Mail Bag 9054, Port Vila, Vanuatu (hereafter "DoCC")

(Collectively referred to as "the Parties")

Recitals

1. **Purpose:** The primary objective of this Memorandum of Understanding (MoU) is to establish a clear and strategic framework outlining the roles, responsibilities, activities, and commitments required to foster an effective collaborative partnership in climate change adaptation, mitigation and Loss and Damage between the Live & Learn Vanuatu (LLV) and the Department of Climate Change (DoCC). Through this partnership, both parties will leverage and enhance their expertise to support shared objectives and implement impactful initiatives that benefit communities across Vanuatu.
2. **Recognition:** The Parties recognize the critical and growing role of the Live and Learn in achieving Vanuatu's climate change objectives, consistent with the Paris Agreement, the Vanuatu Climate Change and Disaster Risk Reduction Policy 2016–2030, and Vanuatu's National Sustainable Development Plan 2016-2030.
3. **Scope of Collaboration :** Specifically, this MoU outlines the commitment of DoCC and LLV to jointly implement activities under LLV projects, including the Vanuatu Ranger Program, Climate Resilience by Nature Project (CRxN), Climate Resilient Islands Program (CRI-base, CRI+, CRI WASH), Strengthening Nature-Based Agriculture (SNBA), Island Project, Our Vanua project and any other LLV projects with a climate change component.
4. **Future Contractual Agreements:** In instances where the nature of the partnership or specific project activities necessitate a formalized contractual agreement, this MoU acknowledges that the continuation of collaboration will be contingent upon the signing of a Partnership or Project Agreement.
5. **Obligations of all Parties**
 - The parties agree to enter into a relationship whereby each respects the integrity and autonomy of the other while seeking to strengthen their collective capacity to fulfil their missions.
 - Each party will work with transparency in the program to protect the Vanuatu Governments Policy and objectives while also adhering to the requirements of LLV's Donor Requirements.
6. **Intended Outcomes:** By entering into this partnership, all parties seek to strengthen Vanuatu's climate resilience, enhance private sector contributions to national climate objectives, and facilitate effective, inclusive and coordinated responses to climate

Live and Learn Environmental Education Vanuatu

Live & Learn Vanuatu was registered as a local non-government organisation under the provisions of the Vanuatu Charitable Associations (Incorporation) Act [CAP. 140] on the 7th April 2001. It is an affiliate of Live and Learn International- Australia Since 1996. The operations of Live and Learn Vanuatu is mostly funded by its Donors in the region including, Department of Foreign Affairs and Trade Australia (DFAT) and New Zealand (MFAT), The European Union (EU), The United Kingdom (UK) and US State Department.

The Live & Learn network is guided by its localisation strategic pathways and its vision is that, through interdependence, communities have the knowledge and resources to create a sustainable and equitable world free from poverty. In Vanuatu, Live and Learn Vanuatu exists to facilitate community development projects initiatives supporting the Vanuatu's 2030 National Sustainable Development Plan that foster greater environmental efforts and sustainable livelihoods.

For further information see: <http://www.livelearn.org/history>

The Department of Climate Change

The Department of Climate Change (DoCC) is a mandated government department under the Vanuatu Meteorology Geohazards Department Act , tasked with the coordination and implementation of climate change programs and projects in Vanuatu.

The DoCC supports the functions and work of the National Advisory Board on Climate Change and Disaster Risk Reduction (NAB), leads innovation in climate change initiatives across the country, and progresses compliance with international conventions to which Vanuatu is a signatory.

The DoCC works with all government and private sector stakeholders and NGOs working on climate change programs in Vanuatu.

2. Roles and Responsibilities of Live and Learn Vanuatu (LLV)

As the recognized Non Government Organization established in Vanuatu addressing climate change matters in Vanuatu, the LLV agrees to undertake activities in the following key areas:

- 1. Inclusive Community Engagement:** *Engage with all communities in Vanuatu in an inclusive and equitable manner, irrespective of race, ethnicity, gender, political affiliation, or religious beliefs, ensuring broad and meaningful participation in climate-related initiatives;*
- 2. Coordination and Partnerships:** *Coordinate planning sessions, meetings, and community awareness activities in collaboration with the Department of Climate Change (DoCC) and other relevant partners, ensuring alignment on project scope, implementation, and progress;*
- 3. Community Participation:** *Ensure active participation of communities across Efate, Santo, Central Malekula, Gaua, and Erromango in LLV-supported projects, and consult regularly with community stakeholders to inform implementation, evaluation, and any necessary adjustments;*
- 4. Communication and Outreach:** *Maintain open and continuous communication with targeted communities on climate change adaptation, mitigation, and Loss and Damage activities, ensuring transparency and awareness of project objectives and progress;*
- 5. Government Coordination:** *Ensure that respective Provincial Governments are kept informed of project activities through Area Administrators, and actively seek their feedback to guide implementation, monitoring, evaluation, and any revisions;*
- 6. Information Sharing and Reporting:** *Provide timely updates to DoCC and other implementing partners on project implementation, including any changes resulting from funding, staffing, or unforeseen challenges, and share Project Implementation Plans and timelines to support coordination;*
- 7. Technical Collaboration and Capacity Building:** *Liaise with and mobilize DoCC staff to participate in field visits and deliver training on climate change adaptation, mitigation, and related topics, and facilitate their participation in forest carbon training and other relevant capacity-building opportunities;*
- 8. Standards and Compliance:** *Ensure that all standardized tools, methodologies, and approaches for climate programming are validated by DoCC and the National Advisory Board (NAB) prior to implementation, and share all relevant climate IEC materials for NAB review and endorsement;*
- 9. Project Development Coordination:** *Consult with DoCC during the initial design and development of climate project proposals, including when seeking access to climate finance, to strengthen coordination and avoid duplication;*
- 10. Benefit Sharing:** *Ensure that beneficiaries of forest carbon projects receive between 80% and 90% of royalties generated, subject to financial support provided by DoCC for the establishment and implementation of such initiatives.*

3. Roles and Responsibilities of Department of Climate Change (DoCC)

In recognition of the beneficial and voluntary nature, Live & Learn Vanuatu offer to cooperate with Department of Department of Climate Change (DoCC) to:

1. **The Department of Climate Change agrees to:**
2. **Collaboration:** Collaborate with LLV on the development and implementation of climate change programs, including community resilience planning and project delivery across current and prospective project locations;
3. **Strategic Alignment:** Support LLV in aligning community resilience profiles and project activities with national policies and the strategic priorities of relevant government sectors to ensure coherence and effective implementation;
4. **Technical Support and Capacity Building:** Provide technical support through joint facilitation of forest carbon training, workshops, and other capacity-building activities to strengthen climate mitigation and adaptation efforts;
5. **Policy Guidance and Participation:** Participate in LLV's biannual reflection and planning processes to provide policy recommendations and ensure alignment with national development frameworks;
6. **Information Sharing and Professional Development:** Facilitate LLV staff participation in training programs, national events, workshops, and relevant meetings to support continuous learning and adherence to best practices in climate resilience and environmental management;
7. **Stakeholder Engagement:** Actively engage in stakeholder meetings and strategic discussions convened by LLV, contributing technical expertise and supporting informed and inclusive decision-making;
8. **Resource Mobilization:** Explore and pursue funding opportunities, strategic partnerships, and policy engagement mechanisms to strengthen the sustainability and effectiveness of LLV's climate adaptation and mitigation initiatives;
9. **Capacity Enhancement:** Strengthen training and capacity-building efforts for LLV staff and community stakeholders through workshops, expert support, and resource-sharing on climate resilience strategies;
10. **Partnership and Grant Support:** Support LLV in identifying and accessing grant opportunities and strategic partnerships that promote long-term climate resilience and inclusive community development.

General Provisions

Duration

This MOU shall come into effect on the date of signing by all parties and shall remain in force until terminated earlier by mutual agreement or by any party providing six (6) months written notice.

Review

The parties shall review this MOU annually, to assess progress and identify opportunities for strengthening the partnership.

Amendment

This MOU may be amended by mutual written agreement of all parties.

Non-Binding Nature

This MOU represents a statement of intent and does not create legally binding obligations on any party. Implementation of specific activities under this MOU may be subject to separate agreements and the availability of funding.

Coordination

The parties agree to meet at least quarterly or as otherwise agreed, to coordinate activities under this MOU and to address any issues arising from its implementation.

4. Intellectual Property

Both parties will recognise the shared ownership of the intellectual property brought to activities and outcomes generated from the activities associated with this MoU.

5. Health, Safety and Security

Both parties must ensure that all activities covered by this partnership are performed in a safe manner. Department of Climate Change (DoCC) and Live and Learn Vanuatu (LLV) must use their best endeavours to ensure that all personnel working on activities covered by this partnership are fit and healthy to work across in targeted Communities across Vanuatu in a safe manner; and are adequately briefed and understand the environment, security risks and culture of Vanuatu.

Shared Responsibility

- Collaborate on national climate events (such as PIFCE 2026), community advocacy and awareness campaigns to promote climate action.
- Share resources and expertise to strengthen community, school based and youth and vulnerable group's capacity in climate-resilient programs.
- Monitor and evaluate the impact of the initiative on community, school and youth livelihoods, and climate resilience.
- Collaborate in planning, capacity building and monitoring to enhance national and community resilience.

- Collaborate with other institutions on any climate events and programs.
- Share relevant assessments, lessons learned, and community feedback: Share Reporting and data sharing for any activities implemented.

6. Visibility

Use of Organizational Logos

Both parties agree to utilize their respective organizational logos in support of the implementation of LLV Projects, including the Vanuatu Ranger Program, Climate by Nature Project, Climate Resilient Islands Program, and Strengthening Nature-Based Agriculture Project, Island Project, and Our Vanua project. This may involve branding on printed T-shirts and other promotional merchandise, as well as inclusion in official photos, videos, and printed media for publication or public relations purposes.

Any use of organizational logos beyond the specified projects requires prior written approval from the relevant organization

7. Allowances for travel

Live & Learn Vanuatu (LLV) will be responsible for covering Daily Subsistence Allowance (DSA) and any travel-related costs for Department of Climate Change (DoCC) staff who accompany LLV project staff on approved project travel, provided such travel has been agreed upon and authorized by the relevant DoCC superior. Likewise, DoCC will be responsible for covering DSA and any travel-related costs for LLV staff who are formally invited by DoCC to participate in DoCC-led activities or travel.

8. General Provisions

It is a requirement that Live and Learn Vanuatu (LLV) and Department of Climate Change (DoCC) comply with all relevant and applicable laws, regulations, and policies in Vanuatu. This includes:

a) Fraud, Anti-Corruption and Counter Terrorism

LLV and DoCC Projects, Partners and respective subcontractors will not be involved or engaged in political, terrorist, fraud and corruption activities or misappropriation of funds. Through this MoU no party will engage in the activities. All parties will ensure they will not provide direct or indirect support or resources to organisations and individuals associated with terrorism.

b) Safeguarding Children and Preventing Sexual Exploitation, Abuse and Harassment

LLV and DoCC, commit to protect children and the people we work with from all forms of exploitation, abuse and harassment. LLV and DoCC will safeguard children and all people in their project together. LLV and its project partners will adhere to all local and international criminal laws, with regard for child protection laws, which prohibit the abuse and exploitation of children.

LLV and DoCC must adhere to its respective Child Protection Policy and Code of Conduct and agree not to employ or assign an individual for the project who has committed an offence related to children or Sexual Exploitation, Abuse and Harassment (SEAH)/, or possesses a risk to the safety or welfare of children or vulnerable people.

All parties agree to report any incidents or concerns related to child protection or PSEAH to the other party. Both parties understand that incidents will be investigated and breaches to the agreed conditions or policies may result in changes to the Project activities.

c) Gender, Disability and Social Inclusion

LLV and DoCC agree to treat all people equally, fairly and with respect regardless of race, colour, sex, language, religion, political or other opinion, national, ethnic, or social origin, property, disability, birth or other status.

Both parties will strive towards complete integration of gender, disability and other socially inclusive considerations into project design, implementation, appropriate risk mitigation strategies and monitoring.

d) Climate Resilience and Sustainability

DoCC and LLV reaffirm their shared commitment to advancing climate resilience through proactive adaptation and mitigation strategies. All project activities must be assessed for potential climate impacts, (both immediate and long-term). Where risks are identified, a comprehensive mitigation and adaptation plan must be developed and embedded into the project lifecycle.

Both parties shall prioritize actions that strengthen ecological integrity, reduce vulnerability to climate-related hazards, and enhance the adaptive capacity of communities and ecosystems. Positive climate resilience outcomes should be maximized, while any adverse effects must be minimized through sustainable design, inclusive planning, and continuous monitoring.

Climate resilience must be integrated into every phase of project management, from planning and implementation to evaluation, ensuring that all interventions contribute to a more healthy, low-carbon, and climate-smart future.

It is the responsibility of LLV and DoCC to immediately notify the other party in writing of any offences or suspected breaches of the requirements outlined above in section 9 and the appropriate course of action must then be discussed and agreed on by both parties.

If, during the course of this MoU, there is any evidence or suspicion by LLV or DoCC that any of the activities outlined in Section 9 are taking place, or any false information has been provided, either party is entitled to terminate this MoU immediately.

e) Compliance and Breach Protocol

LLV and DoCC share joint responsibility for upholding the commitments outlined in Section 9 of this Memorandum of Understanding (MoU). Should either party become aware of, or suspect, any breach or offence related to these requirements, including misconduct or misrepresentation, they must promptly notify the other party in writing.

Upon notification, both parties shall engage in good faith discussions to determine an appropriate and timely course of action, prioritizing transparency, accountability, and climate resilience integrity.

If, at any point during the term of this MoU, there is credible evidence or reasonable suspicion that activities in violation of Section 9 have occurred, or that false or misleading information has been provided, either LLV or DoCC reserves the right to terminate this MoU with immediate effect.

9. Indemnity and Insurance

Both parties indemnify each other, including their officers; employees and agents, against all claims, demands, charges or expenses made against or incurred by either party as a result of any breach by either of the parties of this MoU or any negligent or wilful act or omission by the parties.

Each party agrees that they are to be responsible for all insurance coverage and risk management required in relation to the activities performed by their organisation, employees, or individuals.

Either party will not be responsible for any costs incurred by the other Party as a result of any personal accident, injury or illness during the period of this MoU, nor for any loss of possessions, or any other personal expenses.

10. Resolution of Disputes

Any dispute that arises between the parties will be resolved by the following process:

1. Parties must have at all times one nominated person who is the contact person in relation to the operation of this Memorandum of Understanding. During the course of this MoU, the contact person for Live and Learn

Vanuatu is the Country Director and the contact person for DoCC is the Director or a nominated representative .

2. The party raising the issue will document its concern(s) and provide the documentation to the nominated representative of the other party. If the dispute or concerns cannot be resolved to the satisfaction of both parties by the nominated representatives, then a special meeting will be convened.
3. The special meeting will be convened no later than 14 days after the documentation is received. The aggrieved party and nominated representatives will jointly decide who will attend the meeting.
4. The meeting will provide parties the opportunity to negotiate an appropriate resolution to the conflict. All discussions will be confidential, but any outcome will be recorded and signed by both parties.

11. Amendments

This MOU may be modified with prior written agreement between the parties who have signed this document. Any relevant matter for which no provision is made in this MOU shall be settled by the parties in keeping with the general intent of voluntary cooperation and assistance subject to this MOU.

This MOU will be reviewed on an annual basis. Variations of this Memorandum must be made in writing and signed for and on behalf of the parties to this Memorandum.

12. Duration and Termination

This MoU will take effect on signature by the parties and will remain in effect until December 2030 from this date, unless an extension or termination is mutually decided upon in writing by the Partners.

Either Partner may terminate this MoU by giving the other party at least three months' written notice of its intention to terminate.

In the event of termination of this MoU, assets acquired by LLV will remain the property of Live and Learn Vanuatu. Assets acquired by DoCC will remain the property of the Department of Climate Change.

If Live and Learn Vanuatu (LLV) or Department of Climate Change (DoCC) breaches any of the terms of this MoU, then both partners will be entitled to terminate this MoU with immediate effect, but without prejudice to any of its other rights.

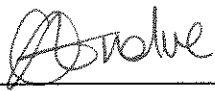
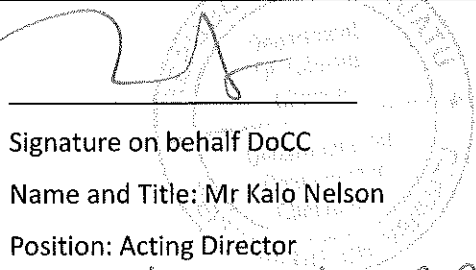
13. Contact Information

Mrs Glarinda Andre Tanearu Country Director Live and Learn Vanuatu P.O. Box 1629 Port Vila, Vanuatu Email: glarinda.andre@livelearn.org Phone: 27448	Nelson KALO Acting Director Department of Climate Change PMB 9054 Port Vila, Vanuatu Email: nekalo@vanuatu.gov.vu Phone: 22160
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14. Execution

IN WITNESS WHEREOF, the undersigned, duly appointed representatives of LLV and DoCC (PARTNER), respectively, signed the present Partnership Agreement and agree to the above principles, clauses and terms on the dates indicated below their respective signatures.

We, the authorised persons for the partner organisations agree to the above terms.

PARTNER	PARTNER
 Signature on behalf LLV Name and Title: Mrs Glarinda Andre Tanearu Position: Country Director Date: 17 th April 2026	 Signature on behalf DoCC Name and Title: Mr Kalo Nelson Position: Acting Director Date: 17 th April 2026
WITNESS: _____ Signature on behalf LLV Name: _____ Date: _____	WITNESS: _____ Signature on behalf DoCC Name: _____ Date: _____