

ROUTING SLIP – NON-PROCUREMENT

File: AP 11/6/11
 Date: 11 December 2019
 To: DG 11/12/19
 Cc: LC, DFA, DCCR, IA
 From: Senior HR Officer

Document	Tick
Memorandum of Understanding (MOU)	
Partnership / Cooperation Agreement (PA) (CA)	X
Letter of Agreement (LOA)	
Incoming Grant (Donor template)	
Outgoing Grant (SPREP template)	
Other	

Subject: GRANT AGREEMENT BETWEEN THE PACIFIC ISLANDS FORUM SECRETARIAT AND SPREP FOR THE JOINT SMALL ISLAND STATES (SIS) PROGRAMME

1. Brief background to the document including what it seeks to achieve

- At the Smaller Island States (SIS) Leaders Meeting on 3 September 2018 in Nauru, SIS Leaders highlighted the importance of a capacity building support mechanism for SIS. In response, the 2019 Joint CROP-SIS Attachment Programme was established with funding from Taiwan/ROC. PIFS as the central coordinator for the programme invited Expressions of Interest from SIS members on 20 December 2018 to participate.
- The PCU and PacMet Teams submitted proposals under the SIS programme and as a result, three candidates expressed interest and were identified by PIFS as potential candidates for our areas requiring support and technical assistance.
- Two interns will be placed with PCU and one placed with the PacMet Desk team. The arrangements have been discussed and agreed to with the respective teams.
- This agreement is for the two placements with PCU only. A separate agreement is forthcoming for the PacMet placement.
- The duration of the internship is between 10 – 12 months.
- The Grant Agreement attached sets out the Terms and Conditions for the SIS Programme as well as funding.

2. Financial implications

The funding is coordinated by PIFS. All costs are outlined in the attached.

3. Visa Issues

Visa will be processed by HR and will follow usual process.

4. For signature of Director-General

Referred for signature of the DG.

Thanks,

Luana Jamieson

Name	Signature/Date
Director, Human Resources Simeamativa Vaai	 11/12
Legal Counsel/OIC Clark Peteru	 11.12.19
Director, Finance and Administration Petra Chan Tung	 11/12/19.
Internal Auditor Niraj Kumar	 11/12/19.

Executive

 11/12/19



PACIFIC ISLANDS FORUM SECRETARIAT
Excelling Together for the People of the Pacific

GRANT CONTRACT

BETWEEN

PACIFIC ISLANDS FORUM SECRETARIAT

AND

**Secretariat of the Pacific Regional Environment Programme
(SPREP)**

in relation to the

Joint CROP SIS Attachment Programme

Table of Contents

1.	Interpretation.....	4
2.	Term and Implementation Period	5
3.	Activity Implementation	5
4.	Funding and Payment.....	6
5.	Bank Account and Financial Management	7
6.	Audit, Monitoring and Evaluation	7
7.	Records and Reports	8
8.	Recovery	9
9.	Entire Agreement and Variation	9
10.	Sub-contracting	10
11.	Grant Managers.....	10
12.	Intellectual Property.....	10
13.	Confidential Information.....	10
14.	Liability and Indemnity.....	10
15.	Insurance	11
16.	Conflict of Interest	11
17.	Privileges and Immunities	11
18.	Extraordinary Events.....	11
20.	Termination.....	12
21.	Dispute Resolution.....	13
22.	Notices	12
23.	Survival of Provisions.....	13
	SCHEDULE 1: THE ORGANISATION'S OBLIGATIONS	15
	SCHEDULE 2: THE SECRETARIAT'S OBLIGATIONS	19

THIS AGREEMENT is made

BETWEEN

- (1) **The Pacific Islands Forum Secretariat**, an organisation established by treaty under the *Agreement Establishing the Pacific Islands Forum Secretariat* at Tarawa on 30 October 2000, and implemented in Fiji by the *Diplomatic Privileges and Immunities Act 1971*, with its headquarters at Ratu Sukuna Rd, Suva, Fiji Islands: (the “**Secretariat**”)

AND

- (2) Secretariat of the Pacific Regional Environment Programme (SPREP) located at Apia, Samoa (the “**Organisation**”).

THE PARTIES AGREE AND DECLARE AS FOLLOWS:

1. Interpretation

1.1 In this Agreement:

“**Activity**” means the activity to be financed under this Contract as stipulated in Schedule 1;

“**Business day**” means a day when most business are open for business in Samoa and excludes, Saturday, Sunday and public holidays. A business day starts at 8.00am and ends at 4.35 pm;

“**Budget**” means the budget associated with the Activity as stipulated in Schedule 1;

“**Contract**” means this agreement including Schedules 1 and 2 and any Annexes thereto;

“**Grant Manager**” means the person named in Schedule 1 on the part of the Organisation and Schedule 2 on the part of the Secretariat who is the point of contact and is responsible for the general administration and implementation of this Contract;

“**Contract Material**” means all material brought or required to be brought into existence by the Organisation as part of, or for the purpose of performing the Activity including, but not limited to documents, presentations, equipment, information and data stored by any means. Contract Material does not include Prior Material;

“**Extraordinary Event**” means an event beyond the reasonable control of the party immediately affected by the event and includes:

- (a) acts of God, lightning strikes, earthquakes, tsunamis, volcanic eruptions, floods, storms, explosions, fires, pandemics and any natural disaster;
- (b) acts of war (whether declared or not), invasion, actions of foreign enemies, military mobilisation, requisition or embargo; or
- (c) acts of public enemies, terrorism, riots, civil commotion, malicious damage, sabotage, rebellion, insurrection, revolution or military usurped power, political unrest or civil war;

“**Fraudulent Activity**” means dishonestly obtaining a benefit by deception or other means;

“**Funds**” or “**Funding**” means the amount of money as stipulated in Schedule 2 of this Contract that has been approved by the Secretariat to be paid to the Organisation subject to the conditions outlined in this Contract;

“**Independently Audited**” means financial records audited by a certified financial professional that is in no way linked or associated with the Activity or the parties;

“**Intellectual Property**” means any copyright, registered or pending patent or patentable invention, registered and unregistered trade mark, confidential information, trade secret, know-how, registered or registrable design, rights in relation to any of the foregoing and rights in all other intellectual property;

“**Implementation Period**” means the timeframe as stipulated in Schedule 1 in which the Organisation must implement and complete the Activity;

“Milestone” means a stage or phase as stipulated in Schedule 1 in which a specific part of the Activity must be completed;

“Milestone Payment” means that part of the Funds that is payable upon completion of a Milestone;

“Organisation” shall, where the context so admits, include the employees and authorised sub-contractors and agents of the Organisation;

“Output” means all products, tasks and key requirements stipulated in Schedule 1 that the Organisation must deliver under this Contract;

“Prior Material” means all material developed by the Organisation or a third party independently from the Activity whether before or after commencement of this Contract;

“Secretariat” includes the successors or assigns of the Secretariat and includes the Secretary General for the time being and the Secretary General’s duly authorised agent as the case may be;

“Valid Claim” means a claim submitted by the Organisation that contains the following:

- (a) details of the relevant Milestone achieved and the Milestone Payment due;
- (b) any of the Organisation’s financial records that the Secretariat reasonably requires relating to the relevant Milestone; and
- (c) any other information reasonably required by the Secretariat.

1.2 Words in the singular number include the plural and words in the plural number include the singular.

1.3 Clause headings in this Contract are for convenient reference only and have no effect in limiting or extending the language of the provisions to which they refer.

2. Term and Implementation Period

2.1 The term of this Contract commences upon execution by both parties, being the date that the last of the two parties signs and continues until all obligations have been fulfilled under this Contract, unless terminated earlier in accordance with this Contract.

2.2 The Organisation must complete the Activity within the Implementation Period as stipulated in Schedule 1. The Organisation must advise the Secretariat immediately of any difficulties or delays in the implementation of the Activity.

3. Activity Implementation

3.1 The Organisation will implement the Activity as stipulated in Schedule 1:
(a) for the purpose of achieving the Outputs as stipulated in Schedule 1;
(b) in accordance with the Budget as stipulated in Schedule 1;
(c) diligently, effectively and to a high professional standard; and
(d) with regard to the principles of fairness, transparency and accountability, impartiality, trustworthiness and honesty.

- 3.2 The Organisation will ensure that all persons engaged to implement the whole or any part of the Activity has the necessary skills, experience, training and resources to successfully implement the Activity.
- 3.3 The Organisation will use its best endeavours to ensure that all procurement related to the Activity is provided in accordance with the specification stipulated in Schedule 1.
- 3.4 In line with the Pacific Forum Leaders commitment to anti-corruption and anti-terrorism, the Organisation must use its best endeavours to ensure:
- (a) that any persons involved in the implementation of the Activity are not engaged in Fraudulent Activity;
 - (b) that it does not receive any offer, gift, payment or benefit of any kind, which would or could be construed as an illegal or corrupt practice, either directly or indirectly, as an inducement or reward in relation to the implementation of the Activity; or
 - (c) that the Funds or any persons involved in the implementation of the Activity are in no way linked, directly or indirectly, with individuals associated with terrorism, and the Organisation acknowledges that any such conduct may be grounds for immediate termination of this Agreement and the Secretariat will be entitled to recover any such amounts and take such other corrective action as it deems appropriate.
- 3.5 The parties agree to act in good faith and demonstrate honesty, integrity, openness in dealing with each other in the implementation of the Activity.

4. Funding and Payment

- 4.1 The Secretariat agrees to provide Funding (inclusive of VAT and any other taxes) to the Organisation up to the maximum Funding amount stipulated in Schedule 2.
- 4.2 The Funds and any interest earned or exchange rate gains must be used diligently by the Organisation for the sole purpose of the Activity. The Secretariat is not responsible for any losses incurred from exchange rate variations.
- 4.3 The Secretariat will make a Milestone Payment on submission of a Valid Claim by the Organisation and on the condition that the relevant Milestone as stipulated in Schedule 1 has been achieved by the Organisation to the Secretariat's satisfaction.
- 4.4 Where unspent Funds remain from a previous Milestone Payment, the Secretariat may deduct such amount from any subsequent payment falling due. Where unspent Funds remain at the end of the Activity, the Organisation must return that unspent Funds to the Secretariat within 3 months.
- 4.5 The Secretariat's payment of any Valid Claim is not evidence of the Organisations' satisfactory delivery of the Milestones or reports under this Contract, where the Secretariat could not have reasonably been aware of the Organisation's unsatisfactory performance prior to the Milestone Payment being made.
- 4.6 The Secretariat may withhold the release of Funding, under the first Milestone, if the Organisation has outstanding financial acquittals or other reports from any previous contractual agreements with the Secretariat.
- 4.7 If the Secretariat disputes a Claim, or any part of a Claim, the Secretariat will notify the Organisation as soon as reasonably practicable. The Secretariat may withhold payment of

the disputed portion or any other amount due to the Organisation under this Contract until the dispute is resolved.

5. Bank Account and Financial Management

- 5.1 The bank account in which Milestone Payments are to be credited and conditions related to its use by the Organisation is stipulated in Schedule 1.
- 5.2 The Organisation must account and manage the Funds in accordance with the regulations, policies and procedures stipulated in Schedule 1. This includes continuous day-to-day technical and financial monitoring.
- 5.3 In addition to clause 5.2, the Organisation must maintain a permanent, sound administrative and financial monitoring system capable of verifying all reports and provide supporting documentation for all financial transactions under this Contract. This includes:
- (a) keeping proper and detailed accounts, records and assets registers along with adequate Activity management records providing clear financial trails in relation to expenditure under this Contract; and
 - (b) providing to the Secretariat an acquittal report every three months, certified by the Senior Financial Officer of the Organisation, of Funds spent to date against the Activity.
- 5.4 The Funds shall be used exclusively to fund costs directly related to the Activity¹. This means that costs must:
- (a) be necessary for carrying out the Activity, be provided for specifically in this Contract and comply with the principles of sound financial management, in particular value for money and cost-effectiveness;
 - (b) have actually been incurred during the implementation period of this Contract as defined in clause 2 of this Contract, whatever the time of actual disbursement by the Organisation;
 - (c) be recorded in the Organisation's accounts, be identifiable, backed by originals of supporting evidence (as the case may be in electronic form).
- 5.5 The Secretariat must be consulted in circumstances where the Organisation cannot determine where costs fall under the specifications provided in clause 5.4.
- 5.6 The Secretariat reserves the right to terminate this Contract and claim back all Funds paid to the Organisation on becoming aware that the Organisation is falling short of its responsibility to provide a sound administrative and financial monitoring system.

6. Audit, Monitoring and Evaluation

- 6.1 The Organisation shall ensure that the Funding is covered as part of its annual external independent audit report. A copy of the audit report will be provided to the Secretariat within five (5) months of the end of the Organisation's financial year.
- 6.2 The Secretariat reserves the right to:

¹ Where applicable, this includes the administrative fee payable to the Organisation for implementing the Activity as specified in the Budget in Annex 1.

- (a) request an audit of the financial records of the Organisations as it relates to the Activity on an annual basis or at any time during the term of the Contract upon the giving of one (1) months' notice. The Organisation agrees to cooperate with the Secretariat by:
 - (i) affording adequate facilities for audit and inspection of the financial records referred to in this Contract by the Secretariat and its authorised representatives at all reasonable times and allow copies and extracts to be taken; and
 - (ii) if reasonably requested by the Secretariat, provide an Independently Audited statement of Activity expenditure by an auditor agreed to by the Secretariat and which may be payable from the Funds; and
- (b) directly recruit independent consultants on specifically established terms of reference to carry out external results oriented monitoring review or such other monitoring or evaluations review as may be deemed appropriate by the Secretariat in accordance with the specific timetable as provided in Schedule 1.

6.3 The Secretariat and the Organisation must analyse the conclusions and recommendations of any report provided under clause 6.1 and 6.2 and jointly decide on the follow-up action to be taken and any adjustment necessary, including, if indicated, the reorientation of the project.

6.4 The Organisation shall collaborate efficiently and efficiently with the audit, monitoring and/or evaluation personnel and provide them with all necessary information and documentation, as well as to the relevant premises and activities.

6.5 The Secretariat through its responsible employees, may undertake, including on the spot, checks related to the Activity financed by the Secretariat.

7. Records and Reports

7.1 The Organisation shall maintain full and accurate records and reports relating to this Contract and the implementation of the Activity. The Organisation must provide the Secretariat such records when reasonably requested and must keep such records in a safe and secure place for a minimum of seven (7) years after the expiry of this Contract.

7.2 The Organisation shall submit a final report for an Activity not exceeding one year or an annual report and final report for an Activity that exceeds one year in duration that provides a complete account of all aspects of implementation for the period covered. The report shall be laid out in such a way as to allow comparison of the objectives, the means envisaged or employed (in particular all expenses actually incurred by the Organisation), the results expected and obtained and the budget details of the Activity. The level of detail in the report should match that of the description of the Activity and the Budget of the Activity.

7.3 The reports referred to in subclause 7.2 shall be narrative and financial in nature (framed in such a way that it would be easy to acquit the Funding).

7.4 The narrative report shall directly relate to this Agreement and shall at least include:

- (a) summary of the Activity;
- (b) work carried out during the reporting period (ie. directly related to the Activity description and work foreseen in this Agreement);
- (c) difficulties encountered and measures taken to overcome problems;
- (d) changes introduced in implementation;
- (e) progress of the Milestones/outputs as specified in Schedule 1;

(f) work plan for the following period including objectives and indicators of achievement. If the report is sent after the end of the period covered by the preceding work plan, a new work plan, albeit provisional, is always required before such date.

7.5 The final report shall contain the specifications provided in clause 7.4 excluding (f), covering the whole implementation period of this Contract including details on the transfers of assets (if relevant), plus a full summary of the Activity's income and expenditure and payments received.

7.6 The Organisation must prepare and provide to the Secretariat such other reports as stipulated in Schedule 1.

7.7 All reports provided under this Contract must:

(a) be provided by the due dates; and

(b) be presented in a manner that allows the Secretariat to easily and properly assess the Organisation's progress and the achievement of the relevant Milestones.

8. Recovery

8.1 Where recovery is justified in the case of overpayment or in response to actions taken under clause 6 and 7, the Organisation undertakes to repay to the Secretariat within 45 days of the issuing of the debit note. A debit note is the letter by which the Secretariat requests the amount owed by the Organisation, any amounts paid in excess of the final amount due.

8.2 If the Organisation fails to repay by the due date, the sum due shall bear interest at the rate of 1% per day of the total amount owed. The interest shall be payable for the period elapsing from the day following expiry of the time limit for payment up to the day of payment. Any partial payment shall first cover the interest.

8.3 Amounts to be repaid to the Secretariat may be offset against amounts of any kind due to the Organisation, after informing it accordingly. The Organisation's prior consent is not required. This shall not affect the Parties' option to agree on payment in installments.

8.4 Bank charges incurred by the repayment of amounts due to the Contracting Authority shall be borne entirely by the Organisation.

8.5 Notwithstanding subclauses 8.1 to 8.4, the Secretariat reserves the right to reduce or suspend part or all of the remaining Funds paid to the Organisation in the event of poor, partial or late implementation as determined from actions taken under clauses 6 and 7. Except for substantial errors and Fraudulent Activity, the Secretariat must make a reasonable effort to first discuss and consider responses provided by the Organisation before reducing or suspending part or all of the remaining Funds.

9. Entire Agreement and Variation

9.1 This Contract constitutes the entire agreement between the parties and supersedes all communications, negotiations, arrangements and agreements, either oral or written, between the parties with respect to the subject matter of this Contract.

9.2 No agreement or understanding varying or extending this Contract, including in particular the scope of the Activity in Schedule 1 or the maximum limit of the Funding in Schedule 2, shall be legally binding upon either party unless in writing and signed by both parties.

10. Sub-contracting

10.1 The Organisation shall not, except as stipulated in Schedule 1 or otherwise, without the prior written approval of the Secretariat, subcontract the performance of any part of the Activity. In giving written approval, the Secretariat may impose such terms and conditions as it thinks fit.

10.2 The Organisation shall be fully responsible for the performance of the Activity notwithstanding that the Organisation has subcontracted the performance of any part of the Activity.

11. Grant Managers

11.1 The parties' Grant Manager's shall liaise and correspond with each other as may be required to implement the Activities and meet the terms and conditions of this Contract.

11.2 If either party changes its Grant Manager, it must notify the other in writing, the name and contact details of the replacement Grant Manager within five (5) working days of the change.

12. Intellectual Property

12.1 Intellectual Property in all Contract Material developed or produced under this Contract shall vest in the Organisation, unless otherwise stipulated in Schedule 1 of this Contract.

12.2 The Organisation grants to the Secretariat a perpetual, non-exclusive, transferable, worldwide and royalty-free licence to use, for any purpose, any Intellectual Property Rights in all Contract Material. This licence includes the right to use, copy, and distribute any materials to which the licence relates.

13. Confidential Information

13.1 The Organisation shall preserve the confidentiality of any document, information, report or other material directly related to this Contract that has been duly classified by the Secretariat as confidential.

13.2 On termination or expiry of this Contract, the Organisation will if requested by the Secretariat, immediately return or destroy all Confidential Information and any other material or property belonging to the Secretariat.

14. Liability and Indemnity

14.1 The Organisation shall implement the Activity entirely at its own risk and the Secretariat shall not be liable for any loss, cost, damage, expense or other liability incurred or suffered by the Organisation in implementing the Activity.

15. Insurance

15.1 The Organisation shall effect and maintain, for the duration of this Contract, all insurance appropriate to cover the scope of the Activity and, if requested, shall provide the Secretariat with evidence of any policy.

16. Conflict of Interest

16.1 The Organisation warrants that, to the best of its knowledge and belief having undertaken all appropriate enquiries, at the date of signing this Contract, no situation which the Secretariat may reasonably consider to be a conflict of interest exists or is likely to arise in the performance of its obligations under this Contract. If, during the term of this Contract, such a situation arises, the Organisation undertakes to notify the Secretariat immediately in writing of that conflict or risk.

17. Privileges and Immunities

17.1 The Organisation shall ensure that the work done under this Contract complies with the laws of the country or countries in which the Grant Contract, or any part thereof, are to be carried out.

17.2 Nothing in or relating to this Grant Contract shall be deemed a waiver of both party's privileges and immunities.

18. Extraordinary Events

18.1 Neither Party will be liable to the other for any failure to perform its obligations under this Contract where the failure is due to an Extraordinary Event.

18.2 A party who wishes to claim suspension of its obligations due to an Extraordinary Event must notify the other party as soon as reasonably possible after the party first becomes aware of the cause and its supervening effects. The notice must state:

- (a) the nature of the circumstances giving rise to the Extraordinary Event;
- (b) the extent of that party's inability to perform under this Contract;
- (c) the likely duration of that non-performance; and
- (d) the steps being taken to remedy, or reduce the impact of the Extraordinary Event on the delivery of the Activity.

19. Termination

- 19.1 This Contract may be terminated subject to written notice given one (1) months in advance.
- 19.2 In the event of any termination, the Organisation:
- (a) will take immediate steps to bring its work related to the Contract to a close in a prompt and orderly manner, reduce expenditure to a minimum and deliver to the Secretariat all documents, equipment or materials belonging to or provided by the Secretariat.
 - (b) must provide an Independently Audited statement of expenditure of the Funds within thirty (30) days of the date of the notice to terminate, signed by the Head of the Organisation, and return any uncommitted Funds to the Secretariat unless agreed otherwise.
- 19.3 The Secretariat shall not be liable to pay compensation or any other monies for any reason including, without limitation, breach of contract or negligence, in an amount which would, in addition to any amounts paid or due or becoming due to the Organisation under this Contract, together exceed the Funding stipulated in Schedule 2.
- 19.4 Where the Organisation exercises its right to terminate the Contract, the Secretariat will not be liable for any further Milestone Payment. Any payments made to the Organisation for Milestones already performed under this Contract must be reimbursed to the Secretariat, unless agreed otherwise.

20. Dispute Resolution

- 20.1. The Parties will use their best efforts to resolve any issues that arise in the interpretation or implementation of this Contract, through consultation, according to the following procedures:
- (a) the Party claiming there is an issue regarding the Contract will immediately notify the other Party in writing of the issue;
 - (b) within five Business days the Parties' respective Grant Manager will commence discussions in an attempt to resolve the issue in good faith and by direct communication;
 - (c) if the Grant Managers are unable to resolve the issues within 10 Business days of the receipt of the notice referred to in paragraph (a) (or such other period agreed between the Parties), the Parties will refer the issue to the Director Governance and Engagement of the Secretariat for resolution.

21. Notices

- 21.1 Any notice to be given or served pursuant to this Contract shall be in writing and addressed as the case may be, as follows:
- (a) if given by the Organisation, addressed and forwarded to the Secretariat's Grant Manager as stipulated in Schedule 2; or
 - (b) if given by the Secretariat, issued by the Grant Manager, and forwarded to the Organisation's Grant Manager as stipulated in Schedule 1.
- 21.2 Any such notice shall be delivered by hand or sent by registered post or email to the address of the party to which it is sent.

- 21.3 A notice shall be deemed to be given:
- (a) where delivered by hand, on the day of delivery;
 - (b) where sent by registered post, three Business days after the day of posting; and
 - (c) where sent by email, on the day of dispatch, provided that a clear transmission report or read receipt of the relevant email is obtained.

24. Survival of Provisions

- 24.1 Clauses 12, 13 and 14 shall remain in force after the expiry or earlier termination of this Contract.

Executed as an Agreement

SIGNED for and on behalf of **THE
PACIFIC ISLANDS FORUM
SECRETARIAT** by its duly authorised
officer in the presence of:

.....

**Meg Taylor, DBE
Secretary General**

.....

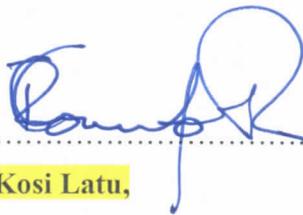
Witness signature

.....

Witness name

DATE:

SIGNED for and on behalf of
**SECRETARIAT OF THE PACIFIC
REGIONAL ENVIRONMENT
PROGRAMME**
by its duly authorised officer


..... 11/12/2011
for **Kosi Latu,**
Acting Director-General

.....

Witness signature

.....

Witness name

DATE:

SCHEDULE 1: THE ORGANISATION'S OBLIGATIONS

1. SPREP Project Coordination Unit (PCU) Attache

The proposed interns, to be placed at the PCU, forms the initial stages of PCU's country capacity building activities through a mentoring programme. SPREP responded to the PIFS Circular No. 176/18 with the intention to have an Intern work with the SPREP PCU on the areas outlined in the enclosed Term of Reference.

By 8 July 2019, the PIFS received two expression of interest (EOI) from Kiribati and Niue. Following an email enquiry with the PIFS on 9 July 2019 on the possibility of having both EOIs considered for internship, SPREP has been advised of the following:

- Yes, there is flexibility to have both EOIs considered as Interns at the SPREP PCU
- SPREP to provide the PIFS a budget estimate on associated costs of: daily living allowance, accommodation (include utilities), outpatient medical costs, return airfares, including SPREP administration fee, etc. Funding for these will be provided for by the PIFS.

This document outlines information on the proposed SIS attachés to be placed at the SPREP PCU.

Summary Background of the proposed Interns

	Kiribati	Niue
Work experience & positions held	7 months Assistant Land Planning Officer	19 years UN Coordination Officer Project Manager Secretary to Parliament Select Committees
Qualifications	Bachelor of Commerce	Professional Diploma Law Practice Bachelor of Laws (LLB) Bachelor of Arts (BA)

Work Plan for SIS attachés

Work areas /Deliverables /Months	1	2	3	4	5	6	7	8	9	10	11	12
Arrival and induction												
Research work on specific topics												
SPREP grant-award mechanism including operational processes and procedures												
SPREP systems												
Projects Programmes (development & implementation)												
Completion and reporting												

2. Implementation Period (clause 2.2)

Implementation Start Date:	EFFECTIVE AS OF DATE OF SIGNING OF GRANT CONTRACT
Implementation End Date:	ON COMPLETION OF 12 MONTHS ATTACHMENT BY ATTACHEES

3. Description of the Activity (clause 3.1)

Details outlined in Annex 1 – Term of Reference

4. Budget for the Activity

Budget Estimates (USD) – 12 months

The budget details are based on associated costs with SPREP young professional recruits. The attachés are considered as secondments from their respective governments thus salaries are not included.

Categories	Kiribati (USD)	Niue (USD)
Relocation	1,900	1,900
Repatriation	1,900	1,900
Establishment allowance	1,500	1,500
Living allowance – 12 months (USDS50 /day)	18,250	18,250
Accommodation & utilities (<i>a</i> USD 1000 /month)	12,000	12,000
Medical	3,700	3,700
Learning & development	700	700
Life & Personal Accident Insurance	200	200
Travel insurance	150	150
Travel (related to the internship activities at SPREP & PIFS)	3,500	3,500
Return airfares	4,500	4,500
Office equipment*	1,500	1,500
Operations	1,000	1,000
Audit, Monitoring and Evaluation	1,000	1,000
<i>Subtotal</i>	<i>51,800</i>	<i>51,800</i>
SPREP Administration fees (10%)	5,080	5,080
TOTALs (USD)	56,880	56,880

Total Budget estimate = USD 113,760

*Any assets or ICT equipment purchased from the funds should be recorded in the assets register (as per Clause 5.3 (a)) and provided to PIFS prior to the Final Narrative Report and Financial Report. Upon receipt of the asset register a decision by PIFS will then be made as to whether the assets shall remain with SPREP for future internships (for a period of 3 years) or alternatively the assets are to be transferred over to PIFS.

5. Bank Account (clause 5.1)

Bank Account	Name of Account	SPREP USD WORKING ACCOUNT
	Currency	USD
	Number	01-849599-07
Bank	Name	BSP (SAMOA) LTD
Branch	Name of Branch	BSP (SAMOA) LTD
	Address	BEACH ROAD, PO BOX 1860, APIA, SAMOA
	Country	SAMOA
Code	Swift Code	BOSPWSWS
	IBAN	
Payment Reference		PIFS ATTACHMENT PROGRAMME

7. Applicable Financial Regulations, Rules and Procedures (clause 3.3 and 5.2)

The SPREP's Finance Regulation, Rules and Policies are applicable.

8. Timetable – Results Oriented Monitoring Review (clause 6.2(b))

At the discretion of the Secretarial subject to one month notice.

9. Reports to be produced (clause 7.6)

Reports	Due Date
PIFS M&E mid-term survey and reporting	6 months from the date of signing of Grant Contract
Final Project Narrative and Financial report	30 days after the Implementation End Date

10. Permitted Sub-contractors – (clause 10.1)

Not applicable.

11. Contract Material (clause 12)

11.1 Description

All material arising from the implementation of the Activity (except Prior Material) including in particular the reports as described in Annex 1.

11.2 Ownership (clause 12.1)

As per clause 12.1 of the Grant Contract.

12. Organisation's Grant Manager (clause 21.1(b))

Name:	MELANIE KING		
Title / position:	MANAGER, PROJECT COORDINATION UNIT (PCU)		
Address:	VAILIMA, APIA, SAMOA	PHONE:	+685 21929 EXT 346
Fax:	+685 20231	EMAIL:	MELANIEK@SPREP.ORG

13. Special Conditions

Any assets or ICT equipment purchased from the funds should be recorded in the assets register (as per Clause 5.3 (a)) and provided to PIFS prior to the Final Narrative Report and Financial Report. Upon receipt of the asset register a decision by PIFS will then be made as to whether the assets shall remain with SPREP for future internships (for a period of 3 years) or alternatively the assets are to be transferred over to PIFS.

SCHEDULE 2: THE SECRETARIAT'S OBLIGATIONS

1. Funding (clause 4.1)

The Secretariat will pay the Funds to the Organisation as follows:

Milestone:	AMOUNT USD
1. Signing of the Contract	\$113, 760
Maximum Funding	\$113, 760

2. Secretariat's Grant Manager (clause 21.1(a))

Name:	TASHA SIAOSI		
Title / position:	SMALLER ISLAND STATES ADVISER		
Address:	RATU SUKUNA ROAD, SUVA	PHONE:	3312600
Fax:	(+679) 3220215	EMAIL:	tashas@forumsec.org

3. Assistance

Assistance in the implementation of the Activity may be rendered to the Organisation by the Secretariat at the discretion of the Secretariat.

ANNEX 1: Term of Reference for the SPREP Project Coordination Unit Attachés

1. Introduction and Background

SPREP's VISION: 'A resilient Pacific environment sustaining our livelihoods and natural heritage in harmony with our cultures.'

SPREP is the regional organisation established by the Governments and Administrations of the Pacific charged with protecting and managing the environment and natural resources of the Pacific. The establishment of SPREP sends a clear signal to the global community of the deep commitment of Pacific island Governments and Administrations for better management of the environment within the context of sustainable development.

The strategic direction for SPREP is clearly set out in the 2017-2026 SPREP Strategic Plan. The Plan outlines the mandate, vision and programmes for the organisation, and places strong emphasis on effective delivery of services to SPREP Member countries and territories.

SPREP supports its members with high-impact projects across the Pacific region. In 2017, SPREP established a Project Coordination Unit (PCU) to support: countries access climate financing through development of concept notes and proposals, implementation of SPREP projects, formalize project management processes, and track and support project health. The PCU helps to align projects with countries' and donors' priorities and improve performance.

Since the 2018 Green Climate Fund (GCF) Structured Dialogue with the Pacific that was held in Pohnpei, Federated States of Micronesia from 30 July – 02 August, SPREP's pipeline of projects has increased to about nineteen projects. Member countries have also approached SPREP directly as an entity to assist them in accessing their GCF and AF allocation to fund priority climate change projects.

On February 2019, the GCF Board approved an upgrade for SPREP accreditation as:

- Maximum size of an individual project or activity within a programme: medium (including micro and small)
- Fiduciary functions: specialised fiduciary standard for project management; and specialised fiduciary standard for grant award and /or funding allocation mechanisms
- Maximum environmental and social risk category: medium risk (category B/1-2) including lower risk (category C/1-3)

Given the new accreditation status, there is a need to further strengthen SPREP's operational processes and procedures on areas such as the governance mechanism for the grant award.

2. SPREP Project Coordination Unit (PCU)

The overall mission of the PCU is to support SPREP to provide high quality project development and management for the benefit of its Members and deliver on

SPREP's role as a Regional Implementing Entity (RIE) for the Green Climate Fund (GCF) and Adaptation Fund (AF). The PCU also provides strategic support to Members' engagement with the Global Environment Facility (GEF).

To achieve these, the PCU is required to work in a collaborative, cross cutting manner with other SPREP technical programmes as well as engage and work closely with a range of stakeholders including SPREP Member countries.

The PCU is now operational and consists of a Manager, Project Development and Implementation Specialist and a Project Implementation Officer. SPREP currently has a pipeline of GCF and AF projects with majority of these are for Small Islands States.

3. Scope of works for the Attachés

Work areas	Description	Tasks	Deliverables
Research work on specific topics	Regional and national climate change frameworks	Carry out research work on including the mapping of existing legislation and regulations focusing on Pacific SIS	Report outlining the regional and national climate change frameworks, regulations & legislation
	Accredited Entities, delivery partners and development partner profiles on climate change activities	Conduct a stocktaking and mapping exercise of current and planned climate change projects in Pacific SIS funded by the GCF, AF and the GEF	Document on the results of the stocktake and mapping exercise
SPREP grant-award mechanism including operational processes and procedures	Existing small grants /grant award mechanisms	Conduct a review on existing mechanisms such as the UNDP GEF small grants and other grant award modalities available in other regions, e.g. in the Caribbean	Document outlining existing grant award mechanisms and their operational guidelines, with identified areas needing improvement
	Current SPREP small grants policy	Review the policy to identify gaps and necessary improvement areas. Update the policy in alignment to the recent SPREP GCF accreditation upgrade requirements	Revised SPREP small grants policy
	Proposed SPREP grant award mechanism and guidelines	Draft a governance mechanism for the SPREP grant-award (considering the GCF upgrade accreditation status)	<ul style="list-style-type: none"> • Grant award mechanism • Grant award operational guidelines

		including its operational guidelines	
SPREP systems	Project Management Information System (PMIS)	Work with the PCU to populate the SPREP Project Management Information System (PMIS) and prepare monthly reports – this will provide an overview of the type of SPREP climate change projects	<ul style="list-style-type: none"> • An updated PMIS • A Brief on the work carried out • Monthly reports
Projects Programmes	Project design and development	Work with the PCU Project Development & Implementation Specialist on concept notes, Readiness proposals and project proposals	<ul style="list-style-type: none"> • Project concept notes as appropriate • A brief outlining the experiences including recommendations and how best to assist SIS in accessing climate financing
	Project Implementation management	Work with the PCU Project Implementation Officer on project implementation /execution /management including M&E requirements	
	Discrete projects	Work with SPREP Programmes on projects /areas of interest /applicable to home country SPREP activities	

4. Responsibilities of the Attaches:

- a) provide regular reports (brief at the end of each month) to SPREP.
- b) not to assume duties other than those specified in the work plan unless jointly approved by the Secretariat and the Organisation.
- c) comply with the working hours of SPREP and to advise SPREP of any absences from work
- d) comply with SPREP's Values and Code of Conduct and other general rules and requirements that apply to all SPREP Community members
- e) take appropriate steps to ensure their safety and to avoid harm to others
- f) inform SPREP immediately in any cases of inability to work or any situation that does not support a safe and healthy work environment at SPREP
- g) advise the PCU and SPREP HR of their up-to-date home address and personal contacts in Samoa for essential notices and information as applied to all SPREP Community as well as for security and emergency purposes

5. Work Environment

- Place of work – shared office settings at the PCU
- Working hours – as prescribed by SPREP Staff Regulations
- Supervision – by SPREP Manager, PCU and other PCU Staff

6. Special aptitudes required

- Ability to cope with sudden increases in workload
- Ability to work in a team and to maintain good relations
- Ability to react quickly and adapt to changing circumstances
- Self-initiator, motivated
- Discretion, diplomacy, tact, rigor
- Attention to detail and organizational skills
- Smart appearance

7. Duration of attachment

10-12 months depending on commencement date (January – December 2020)