

Memorandum of Understanding (MOU)

between the

**Australian Bureau of Meteorology and
the Secretariat of the Pacific Regional Environment Programme for the
Climate and Oceans Support Program in the Pacific Phase 2**

As at 16th of May 2018

1. GENERAL

1.1 This Memorandum of Understanding (MOU) sets out the understandings of the Australian Bureau of Meteorology (the Bureau) and the Secretariat of the Pacific Regional Environment Program (SPREP) (the Parties) concerning their respective responsibilities in relation to the Climate and Oceans Support Program in the Pacific Phase 2 (COSPPac2, the Program).

1.2 **Program aim and components**

The four components of the COSPPac2 Program are:

1. Pacific Sea Level and Geodetic Monitoring Project (PSLGM)
2. Climate Data for the Environment Project (CLIDE)
3. Seasonal Prediction Project; and
4. Cross program support through the Coordination and Communications Unit (CCU)

The aim of the COSPPac2 Program, as outlined in the Investment Design Climate and Oceans Support Program in the Pacific - Phase 2 (COSPPac2) document is:

'Pacific Island national meteorological services understand and use climate, ocean and sea level information to develop and disseminate useful products and services to Pacific Island governments and communities building resilience to the impact of climate change, climate variability and disasters'.

To achieve this aim, the program will focus on delivering support to achieve the four outcomes of COSPPac2, as outlined in the Investment Design COSPPac2 document and listed here:

1. Services and products are user-centred and focus on resilient development application;
2. Valued, quality climate-related products and services are maintained;
3. The sustainability of products and services is maximised by transferring responsibility for delivery to Pacific partners where feasible and appropriate; and
4. Implementing partners recognise and share examples of connecting and leveraging for broader impact.

2. COMMENCEMENT DATE AND TERM

- 2.1 This MOU will be deemed to have commenced on 1 July 2018, and subject to clause 11.2, will terminate on 30 June 2022.

3. PRINCIPLES

- 3.1 To deliver the outcomes of the COSPPac2 Program, the Bureau and SPREP will work in partnership, guided by the following principles:
- a. The application of COSPPac2 resources are always aligned to the agreed program objectives and approved project plans;
 - b. Management must be undertaken in a respectful, inclusive and participatory manner recognising the different cultural contexts and leadership arrangements that operate across the Pacific;
 - c. Pacific ownership of the implementation processes and benefits must be optimised;
 - d. COSPPac2 approaches must align with Pacific regional policies and national structures, systems and plans;
 - e. COSPPac2 must work cooperatively with other Australian, other donor, national and international programs to optimise alignment and complementarity to ensure that all resources are applied for maximum positive impact.
 - f. Governance and management must be transparent and accountable to all partner stakeholders;
 - g. Governance and management structures should demonstrate and promote gender empowerment and equity and ensure broader social inclusion in all aspects of program operations;
 - h. Governance and management arrangements will respect and be informed by broader governance agreements operating for Australia bilateral partnerships with Pacific Island Countries;
 - i. Open and professional interactions between the Parties, emphasising fairness, transparency, accountability and mutual trust; and
 - j. A commitment to good project governance demonstrating effective, efficient and accountable use of COSPPac2 Program's funding and resources in programs and activities that drive COSPPac2 Program outcomes.

4. PARTNERSHIP ARRANGEMENTS

- 4.1 Department of Foreign Affairs and Trade (DFAT) has engaged the Bureau as Managing Contractor for the COSPPac2 Program.
- 4.2 The Bureau will implement the COSPPac2 Program and be responsible for achievement of the COSPPac2 Program outcomes through delivery of the COSPPac2 Program in partnership with DFAT, Geoscience Australia (GA), Pacific Community (SPC), Secretariat of the Pacific Regional Environment Programme (SPREP), the National Meteorological Services (NMSs), Land and

Survey Department, and other appropriate agencies within the Pacific Island Countries (PICs).

- 4.3 The Parties acknowledge that appropriate instruments will be put in place between the Bureau and the other implementation partners as necessary to deliver COSPPac2 Program outcomes.

5. ACTIVITIES

- 5.1 The parties have set out the terms of their cooperation to deliver the COSPPac2 Program outcomes by completing the activities listed in the activity schedule annexed and called Annex 1.
- 5.2 DFAT, through the Australian Pacific Climate Change Action Program (APCCAP) support unit, will:
- a. Where appropriate, provide advice and assistance to SPREP in relation to the implementation of Australian Government policy on Official Development Assistance (ODA) to foreign countries.
- 5.3 SPREP will:
- a. Use the funding provided by the Bureau to carry out activities as set out in Annex 1;
 - b. Provide qualified and experienced SPREP personnel and contractors, where appropriate, in order to perform its role under this MOU; and
 - c. Have regard to all applicable Australian and DFAT policies and guidance that apply to the delivery of ODA to foreign countries.
- 5.4 Annex 1 will include the following information:
- a. Determined priorities and performance indicators;
 - b. A detailed budget;
 - c. Activity FTE list of employees funded by the COSPPac2 program; and
 - d. Requirements for reporting, monitoring and evaluation of the activity.
- 5.5 SPREP will work closely with the Bureau, SPC and other partners to implement the activities as detailed in Annex 1.

6. WORK HEALTH AND SAFETY

Duties and implementation of Work Health and Safety (WHS).

SPREP acknowledges that:

- 6.1 SPREP is responsible for exercising the primary duty of care to SPREP personnel. The Bureau's capacity to influence and control matters relating to the health and safety of SPREP personnel performing work as part of the activities as detailed in Annex 1 is very limited notwithstanding that the Bureau may provide some Bureau officers for the activities.
- 6.2 The Parties agree to work together to ensure that the work conducted by each of them and any of their personnel complies with all applicable laws,

standards and policies, and requirements of this MOU, that relate to the health and safety of Bureau personnel, SPREP personnel and third parties.

- 6.3 The Parties agree to each ensure that:
- a. The Commonwealth complies with its obligations under any applicable WHS law; and
 - b. So far as is reasonably practicable, that their officers (as defined by applicable WHS law) and workers comply with their obligations under applicable WHS law.

The other provisions of this Clause do not limit this subclause.

- 6.4 Each Party agrees to ensure, so far as it is reasonably practicable for it to do so, the health and safety of:
- a. Workers engaged, or caused to be engaged by them; and
 - b. Workers whose activities in carrying out work are influenced or directed by them

While the workers are at work in relation to the activities.

- 6.5 Each Party agrees to ensure, so far as is reasonably practicable for it to do so, that the health and safety of other persons is not put at risk from work carried out to implement the activities.
- 6.6 The Parties agree to consult, cooperate and coordinate with each other in relation to the Commonwealth's work health and safety laws. It will be the responsibility of the Party who has the duty under the WHS Act towards the worker to facilitate this consultation.
- 6.7 Without limiting this MOU, either Party will, on request by the other Party, give all reasonable assistance to the other Party by way of provision of information and documents, to assist the Commonwealth and its officers (as defined in the WHS Act) to comply with the duties imposed under the WHS Act.
- 6.8 The Parties agree to work together to ensure that workers who are, or are likely to be, directly affected by a matter relating to work health and safety, are consulted about those matters. It will be the responsibility of the Party who has the duty under the WHS Act towards the worker to facilitate this consultation on behalf of the Parties.
- 6.9 Either Party may request the other Party to take specified measures in connection with that Party's work under this MOU that the requesting Party considers reasonably necessary to deal with an event or circumstance that has, or is likely to have, an adverse effect on the health or safety of persons. The Parties will discuss the request as soon as practicable after it has been made and determine the steps to be taken, having regard to the capacity of

each Party to practically and adequately deal with the relevant event or circumstance.

- 6.10 If an event occurs in relation to the activities including SPREP's work under this MOU that leads, or could lead, to the death, injury or illness to a person (Notifiable Incident) that SPREP agrees to:
- a. Notify the health and safety regulator (Comcare) as per the requirements of the WHS Act, unless the injury occurs at an Australian diplomatic post, which case the Bureau will consult with DFAT before any Party notifies the regulator;
 - b. Immediately report the matter to the other Party, including all relevant details that are known;
 - c. As soon as possible, after the Notifiable Incident, investigate the Notifiable Incident to determine, as far as it can reasonably be done:
 - i. Its cause; and
 - ii. What adverse effects (if any) it will have on work under this MOU, including adverse effects on risks to health and safety
 - d. As soon as possible, after the Notifiable Incident, take all reasonable steps to remedy any effects of the Notifiable Incident on health and safety;
 - e. As soon as possible, after the Notifiable Incident, take all reasonable steps (including by instituting procedures and systems) to ensure that an event or circumstance of the kind that led to the Notifiable Incident does not reoccur;
 - f. Within three business days after the Notifiable Incident, give the other Party a written report giving further details of the Notifiable Incident, including the results of the investigations required by the Clause above and a statement of the steps the Party has taken or that the Party proposes to take as required by this Clause above; and
 - g. Within three months after the Notifiable Incident, give the other Party a written report giving full details of its actions in relation to the Notifiable Incident.
- 6.11 Each Party agrees to fully cooperate, at its own cost, with any investigation by any government agency (including Comcare) with respect to a Notifiable Incident, including parliamentary inquiries, boards of inquiry and coroner's investigations.
- 6.12 SPREP agrees to not enter into a contract with respect to the activities unless the contract obliges the contractor to comply with equivalent provisions to those contained in this Clause.
- 6.13 For the purposes of this Clause, "applicable WHS law" means any applicable occupational health and safety law, including any corresponding WHS law (as

defined in Section 4 of the Commonwealth Work Health and Safety Act 2011 (WHS Act)).

- 6.14 A word or expression in this Clause that is:
- a. Used or defined in an applicable WHS law; and
 - b. Is not otherwise defined in this Clause or elsewhere in this MOU;
- Has for the purpose of this Clause, the meaning given to it under the applicable WHS law.
- 6.15 For the purpose of the COSPPac2 Program activities, SPREP will, as far as possible, abide by the intent of the Australian Commonwealth Work Health and Safety 2011 legislation to which the COSPPac2 Program must comply.
- 6.16 To the fullest extent possible, SPREP will abide by the intent of the international Environment law, as outlined in Annex 2, and to which the COSPPac2 Program must comply.

7. FINANCIAL ARRANGEMENTS

- 7.1 SPREP will manage the funds provided by the Bureau in accordance with the terms and conditions of this MOU, and SPREP agrees that the financial arrangements outlined below apply to SPREP's participation in the activities.
- 7.2 SPREP is responsible for ensuring that all funds paid by the Bureau are expended on the activities as set out in Annex 1.
- 7.3 SPREP will take all reasonable steps to keep expenses to a minimum, consistent with sound administrative and financial practices.
- 7.4 SPREP is responsible for ensuring that all expenditure for the activities carried out by SPREP and its subcontractors is eligible as official development assistance and will certify this in each acquittal of funds for the activities.
- 7.5 SPREP will not incur expenditure or commitments in excess of the total financial limitation set out in the activity budget in Part 2 of Annex 1.
- 7.6 Annex 1, which includes a list of employee positions funded by the Program, states the maximum funding to be disbursed by the Bureau to SPREP in respect of the activities. The figures in Annex 1 are based on detailed cost estimates for SPREP's participation in the Program, determined during the development of the Investment Design COSPPac2 document.
- 7.7 The Bureau will ensure timely quarterly disbursement of funds to SPREP for each financial year, after receipt from SPREP of:
- a. An acquittal statement, referencing the budget for completed activities, certified by the responsible Finance Manager or delegate in SPREP; and
 - b. A quarterly rendered invoice accompanied by completed quarterly financial reports, and in accordance with the budget endorsed by the COSPPac2 Steering Committee.

Disbursements for each financial year will be reduced by the value of unspent and uncommitted funds from the previous financial year. At the completion of the activities the unexpended part of disbursements by the Bureau to SPREP (if any), will be returned by SPREP to the Bureau.

- 7.8 Provided SPREP has submitted a correct acquittal for completed activities in the current quarter, along with an invoice and certified financial reports by the appropriate SPREP Finance Manager, confirming that funds for the quarter just completed have been properly applied towards the purpose for which they were given, the Bureau will make an advanced payment for the following quarter. Exchange rate fluctuations identified in the financial statements will be absorbed by SPREP.
- 7.9 The Bureau will monitor and report on the management and expenditure of activities' funds by SPREP as part of its overall project management responsibilities to DFAT. SPREP will provide quarterly financial information in support of the Bureau's reporting responsibilities, including, but not limited to, those described in Sections 7 and 8 of this MOU.
- 7.10 SPREP will be responsible for the care and safe keeping of all capital equipment and asset procurement by SPREP for the activities. However, ownership of all capital equipment and assets procured by SPREP for the activities will remain with DFAT until such equipment and assets are disposed of or written down as determined by DFAT. SPREP will therefore not be responsible for any capital depreciation costs associated with such capital equipment or assets procured by SPREP for the activities.
- 7.11 Unspent funds will be allocated to COSPPac2 Program activities, as prioritised by the COSPPac2 Steering Committee in accordance with Annex 1. The Bureau may, after consultation with SPREP, reduce the amount of the next quarterly disbursement; and the overall amount of the funding, if:
- a. An acquittal identifies that SPREP has unspent monies from a previous quarter or financial year; or
 - b. In the Bureau's opinion, SPREP has not made satisfactory progress against the mutually decided benchmarks and milestones for the activity.

8. FINANCIAL RECORDS

- 8.1 Invoices submitted by SPREP will include:
- a. Reference of the period it relates to;
 - b. The amount of funding to be paid by the Bureau together with any requisite substantiating material; and
 - c. The name of the COSPPac2 Activity Manager and Bureau representative.
- 8.2 Invoices can be sent to the below address with a copy to the Activity Manager. Preferably, the Bureau will accept electronic invoices. These should be sent to: accpayable@bom.gov.au and COSPPac_support@bom.gov.au ; with a

copy sent to the COSPPac2 Activity Manager. Alternatively, if email is not available, invoices can be posted to:

COSPPac2 – Australian Bureau of Meteorology
Level 10, 700 Collins Street
Docklands VIC 3008
Australia

- 8.3 SPREP will maintain a sound financial system capable of verifying all financial funds acquittal statements.
- 8.4 SPREP will, in relation to the Bureau's disbursement of activities funds to SPREP, keep proper and detailed accounts including clear audit trails and records in relation to expenditure of those disbursements, sufficient for undertaking the monitoring and reporting activity described in the MOU.
- 8.5 Where necessary, SPREP will provide adequate facilities for audit and inspection of such accounts and records by the Bureau and its authorised representatives at all reasonable times and will allow copies and extracts to be taken.
- 8.6 SPREP will preserve such accounts and records for a period of seven (7) years following the date of the conclusion of the Program.

9. REVIEW AND MONITORING

- 9.1 SPREP will provide to the Bureau:
 - a. Six monthly progress reports to the Bureau on activities; and
 - b. Quarterly reports on management and expenditure of funds by SPREP.
- 9.2 SPREP will work closely with the COSPPac2 Manager to provide effective activities' monitoring and reporting, including contributing relevant information to the quarterly and six monthly reports, annual plans, annual meetings and Program Completion Report described in the Investment Design COSPPac2 document.
- 9.3 SPREP will assist the COSPPac2 Manager in preparing for the mid-term review as required.
- 9.4 The core tools required for monitoring and evaluation for all activities are contained in Part 4 of Annex 1. SPREP will provide these reports using templates provided by the Bureau within 21 days of the end of the relevant period.

10. COMMUNICATION, COORDINATION AND DISPUTE RESOLUTION

- 10.1 SPREP and the Bureau will work in a collegiate and collaborative manner and will resolve any differences without reasonable delay in relation to this MOU through a consultative process and in good faith.
- 10.2 SPREP will inform the Bureau of programs and projects, other than COSPPac2 that potentially duplicate the purpose of the activities.

- 10.3 As a member, a senior officer from SPREP's Pacific Meteorological Desk will participate in the COSPPac2 Steering Committee.

11. AMENDMENTS AND TERMINATION

- 11.1 This MOU, including Annex 1, may be amended at any time by written agreement signed by the Bureau and SPREP.
- 11.2 Either of the Parties may terminate this MOU at any time by giving written notice to the other of its intention to do so, subject to mutual agreement regarding the completion of existing commitments.
- 11.3 Upon termination of this MOU, the Bureau will be under no commitment to provide further disbursements of funds to SPREP for this Project, and will be entitled to recover the unexpended portion of these disbursements

12. NOTICES

- 12.1 Any notice, document, or other communication to be given or served by the Bureau to SPREP under this MOU will, unless the contrary intention appears, be deemed to have been duly given or served if it is in writing and is signed on behalf of the Bureau and is to be delivered by hand to SPREP or mailed to:

Secretariat of the Pacific Regional Environment Program
PO Box 240
Apia – SAMOA

- 12.2 Any notice, document, or other communication to be given or served by SPREP to the Bureau under this MOU will, unless the contrary intention appears, be deemed to have been duly given or served if it is in writing and is signed on behalf of SPREP and is delivered by hand to the Bureau or mailed to:

Group Executive National Forecast Services
Australian Bureau of Meteorology
GPO Box 1289
Melbourne VIC 3001
AUSTRALIA

13. FRAUD AND ANTI-CORRUPTION

- 13.1 The Bureau and SPREP are committed to preventing and detecting fraud and corruption including bribery. SPREP is responsible for preventing and detecting fraud and corruption in respect to funds provided under this MOU.
- 13.2 SPREP will, within its own governance and policy framework, promptly notify the Bureau of any suspected or actual fraud and corruption cases detected, and undertake relevant investigative and funds recovery action. Where appropriate, SPREP will refer the matter to the relevant police or other authorities responsible for the prosecution of fraudulent and corrupt activity.

- 13.3 In consultation with SPREP, the Bureau may request the return of funds provided under this MOU where fraud, corruption or bribery has been identified.

14. SANCTIONS AND COUNTER TERRORISM

- 14.1 The Bureau and SPREP are firmly committed to full implementation of UN Security Council Resolutions relating to sanctions, including UNSC Resolutions 1373 (2001) and 1267 (1999) and related resolutions against the financing of terrorism. Consistent with applicable Australian laws, the Bureau seeks to take reasonable precautions, and to exercise due diligence, to ensure that none of its funds are provided, directly or indirectly, to individuals or entities designated by the UN Security Council, its committees or the Australian Government for targeted financial sanctions, or otherwise used to provide support to individuals or entities associated with terrorism.
- 14.2 To those ends, SPREP is committed to taking appropriate steps to ensure that funding provided by the Bureau is not provided to, or otherwise used to provide assistance or support to, designated persons or entities, terrorists or terrorist organizations, and will inform the Bureau immediately if, during the course of this MOU, SPREP determines that any such funds have been so used.

15. CHILD PROTECTION

- 15.1 Australia is a State Party to the United Nations (UN) Convention on the Rights of the Child. SPREP will not engage in any practice inconsistent with the rights set forth in the Convention on Rights of the Child.
- 15.2 With respect to funds provided under this MOU, SPREP is responsible for protecting children from abuse in accordance with the principles set out under the UN Convention on the Rights of the Child and within its own governance and policy framework.
- 15.3 Where practicable, SPREP will consult with the Bureau prior to the publication or release of information relating to Child Protection.

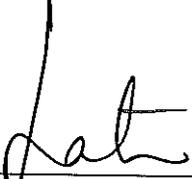
16. BRANDING

- 16.1 Wherever Australia provides support for activities led by SPREP, that support will receive appropriate recognition from SPREP in accordance with its own governance and policy framework.
- 16.2 Where practicable, SPREP will consult with the Bureau prior to the publication or release information relating to branding.

SIGNATURES

Signed on behalf of Secretariat of the Pacific
Regional Environment Programme by:

Signed on behalf of the Australian Bureau of
Meteorology by:



Signature



Signature

**Dr Andrew Johnson FRCR FAICD
CEO and Director of Meteorology
Bureau of Meteorology**

KOSI LATU DIRECTOR GENERAL

Name and designation

Name and designation

