

**ROUTING SLIP – NON-PROCUREMENT**

File: **AP1/6/1**  
 Date: 17 December 2019  
 To: DG *19/12/19 /Ceri*  
 Cc: LC, DFA, DCCR, IA, DHR  
 From: Senior HR Officer

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

**Subject: MOU EXTENSION: Climate Analytics (CA) Germany, and the Secretariat of the Pacific Regional Environment Programme (SPREP) for the Secondment of Mr. Patrick Pringle.**

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

This MoU describes the arrangements for the **continued deployment** of Mr. Patrick Pringle as the Climate Analytics Consultant (Regional Scientist) for the IMPACT project already based at SPREP.

The last agreement expired 30 September 2019 this extension is effective from 1 October 2019 to 31 December 2020.

**2. Financial implications**

CA will continue to bear the costs of remuneration, relocation/repatriation and any associated allowances due to the Consultant.

All administrative costs will follow the existing financial arrangements already in place with Finance.

**3. Visa Issues**

Visa will be processed as soon as the agreement is signed by both parties and will follow the usual visa process applied to all SPREP staff.

**4. For signature of Director-General**

Referred for signature of the DG.

Thanks,

Luana Jamieson

*MON pls pass on to Luana for filing (Mou's) <sup>thx</sup> Luana*

Name	Signature/Date
<b>Director, Human Resources</b> Simeamativa Vaai	 17/12 ✓
<b>Director, CCR</b> Tagaloa Cooper-Halo	 - 18/12.
<b>Legal Counsel/OIC</b> Clark Peteru	 18.12.15
<b>Director, Finance and Administration</b> Petra Chan Tung	 17/12/19.
<b>Internal Auditor</b> Niraj Kumar	DUTY TRAVEL

# Memorandum of Understanding (MoU)

on assignment of a Climate Analytics consultant to SPREP

between

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

PO Box 240

Apia

Samoa

Tel: +685 21929

<https://www.sprep.org/>

*Hereafter referred to as  
"the Host Organisation"*

and

**Climate Analytics gGmbH** (Home Organisation)

Ritterstrasse 3

10969 Berlin

Germany

Tel: +49.30.25922950

*Hereafter referred to as  
"CA"*

## **Preamble**

This Memorandum of Understanding (MoU) is based on the principles of:

- The Subgrant Agreement between the Secretariat of the Pacific Regional Environment Programme (SPREP) and Climate Analytics gGmbH (CA) under the “16\_II\_148\_Global\_A\_Impact” project, concluded on November 15, 2016 and subsequent amendments thereof.
- The original MoU between the Secretariat of the Pacific Regional Environment Programme (SPREP), Climate Analytics gGmbH (CA) and the other implementing partners under the “16\_II\_148\_Global\_A\_Impact” project, dated on October 26, 2016.

### **1. Objective of the measure**

This MoU describes the arrangements for the continued deployment of a Climate Analytics Consultant (Climate Analytics Senior Research Associate (Regional Scientist) with SPREP to contribute to the implementation of the IMPACT project in the region already based at SPREP.

### **2. Background to Climate Analytics (Home Organisation)**

Climate Analytics is a non-profit climate science and policy institute based in Berlin, Germany with offices in New York, USA and Lomé, Togo and Perth, Australia which brings together interdisciplinary expertise in the scientific and policy aspects of climate change. Climate Analytics is a team of scientists and policy analysts with long experience in the international climate change debate. The organisation’s main mission is to synthesise and advance scientific knowledge in the area of climate change. The team is backed by its own and co- developed science-based models to assess and synthesise climate science. By linking scientific and policy analysis, Climate Analytics provides state-of-the-art solutions to global and national climate change policy challenges. Climate Analytics fills a unique position at the interface between science, policy and practice, and excellent international networks.

### **3. Background to SPREP (Host Organisation)**

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 head office is based in Apia, Samoa with over 100 staff. There are SPREP offices in Fiji, Vanuatu and the Republic of the Marshall Islands as well as a SPREP Officer stationed in the Solomon Islands. SPREP has an annual budget of USD \$33 million in 2019.

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.

## **Mandate**

SPREP's **mandate** is to promote cooperation in the Pacific region and provide assistance in order to protect and improve its environment and to ensure sustainable development for present and future generations.

## **Vision**

SPREP is guided by its **vision for the future**: "A resilient Pacific environment, sustaining our livelihoods and natural heritage in harmony with our cultures".

## **Members**

SPREP has 21 Pacific island member countries and territories (American Samoa, Cook Islands, Federated States of Micronesia, Fiji, French Polynesia, Guam, Kiribati, Marshall Islands, Nauru, New Caledonia, Niue, Northern Marianas, Palau, Papua New Guinea, Samoa, Solomon Islands, Tokelau, Tonga, Tuvalu, Vanuatu and Wallis & Futuna) and 5 developed countries (Australia, France, New Zealand, United Kingdom and United States of America) with direct interests in the region.

## **Four regional goals to achieving resilience and sustainable Pacific communities:**

- **Regional Goal 1:** Pacific people benefit from strengthened resilience to climate change
- **Regional Goal 2:** Pacific people benefit from healthy and resilient island and ocean ecosystems
- **Regional Goal 3:** Pacific people benefit from improved waste management and pollution control
- **Regional Goal 4:** Pacific people and their environment benefit from commitment to and best practice of environmental governance

## **These define the core priorities and focus of SPREP in the areas of:**

1. Climate Change resilience
2. Island and Ocean Ecosystems
3. Waste Management and Pollution Control
4. Environmental Monitoring and Governance

SPREP approaches the environmental challenges faced by the Pacific guided by four simple **Values**.

These values guide all aspects of our work.

- We value the **Environment**
- We value our **People**

- We value high quality and targeted **Service Delivery**
- We value **Integrity**

The SPREP Secretariat continues to strengthen and realign its institutional capacities, competencies, and systems to best support its Members by delivering more integrated, responsive, and cost-effective services to Members and partners and by better coordinating regional efforts.

**Organisation Goal 1:** SPREP has information, knowledge, and communications systems that get the right information to the right people at the right time and influence positive organisational, behavioural and environmental change.

**Organisation Goal 2:** SPREP has multi-disciplinary processes in programme delivery and in supporting

Members to develop national and regional policies and strategies.

**Organisation Goal 3:** SPREP has a reliable and sustainable funding base to achieve environmental outcomes for the benefit of the Pacific islands region and manages its programmes and operations to stay within its agreed budget.

**Organisation Goal 4:** SPREP is leading and engaged in productive partnerships and collaboration.

**Organisation Goal 5:** SPREP has access to a pool of people with the attitudes, knowledge, and skills to enable it to deliver on its shared regional vision.

### **Background on the CA Consultant**

The placement of a CA consultant at SPREP is organised in the framework of the IMPACT project, an international project funded by the International Climate Initiative (IKI) of the German Federal Ministry for the Environment, Nature Conservation, and Nuclear Safety (BMU) and jointly implemented between Climate Analytics, SPREP and other partners. The project focuses on providing support for the implementation of science-based climate change strategies and improving access to international climate finance, by providing robust methods and analyses as well as through scientific capacity building.

One focus region of the project are the Pacific Small Island Developing States (SIDS), SPREP is the implementing partner in this region. The placement of a CA scientist in the Pacific at SPREP enables a close regional collaboration and co-development of the project and is at the heart of the scientific capacity building strategy of IMPACT.

### **4. Role and main duties of the Climate Analytics Consultant**

The CA Consultant is to fill the position of a Senior Research Associate: Climate Change Strategies in CA Science Team. His/her key responsibilities include:

- Coordinate and support the implementation of the IMPACT project in selected pilot countries in the Pacific region, in collaboration with SPREP

- Participate in the work of the SPREP Climate Change Resilience (CCR) Programme, and lead a small team of experts consisting of SPREP and other regional experts, and collaborate closely with other experts in IMPACT project regions to support scientific capacity building strategies
- Support the SPREP CCR Programme to develop, maintain and contribute to regional (scientific) networks to facilitate the co-development process of project proposals (adaptation or mitigation) and the facilitation of stakeholder consultations
- Design, manage and implement quantitative relevant research and analytical projects targeting the achievement of the project's regional objectives and outcomes
- Contribute to the planning, implementation and facilitation of IMPACT project regional workshops
- Write scientific publications, reports, work papers and other information material in collaboration with SPREP
- Support the overall development of scientific capacity and science-based approaches through relevant skills transfer activities in partner institutions in the region.

In addition to working with the SPREP CCR Programme, the CA consultant will work closely with CA research associates in Berlin and the Pacific, as well as in the Caribbean Small Island States and (West-) Africa to ensure a close integration of the Pacific region within the overall IMPACT project.

## **5. Consultant Agreement contract**

On the basis of the job description/requirement profile drawn up together with SPREP, CA has offered a contract to the Consultant for the duration of the IMPACT project.

Under the Consultant's contract with CA, CA will directly support the Consultant with the remuneration terms and conditions agreed to.

The contract between CA and the Consultant is concluded on the basis of paragraphs 611 and 631 of the BGB (German Civil Code).

Under this contract, the consultant is required:

- to perform his/her work at SPREP as agreed in this document,
- to implement the agreed work plan,
- not to assume duties other than those specified in the work plan unless approved by CA and *SPREP has been informed*,
- to comply with the working hours of *SPREP*,
- to inform his/her CA Manager and the SPREP Manager immediately in any cases of inability to work and to submit a doctor's note to his/her CA manager in case of illness lasting more than three days,
- to consult CA and *SPREP* when arranging leave and have due regard for their interests;

Within his/her consultant contract, the consultant is entitled to 25 working days of leave per calendar year based on a 5-day working week.

He/she is entitled to be granted special leave in cases of:

- mandatory medical examinations
- serious illness or death in the family (of a first-degree family member),
- maternity leave for the duration according to German law in the case of a pregnancy,
- 3 days leave before his/her final departure from the partner country,
- Participation of CA activities required by CA.

The CA consultant will inform the SPREP Manager in advance about the required leave.

The SPREP Staff Regulations to the extent possible will apply to the CA consultant. The CA consultant will comply with SPREP's Values and Code of Conduct and other general rules and requirements that apply to all SPREP Community members.

#### **6. Contributions and role of the Climate Analytics Consultant:**

- a) not to assume duties other than those specified in the work plan unless jointly approved by the CA and SPREP.
- b) comply with the working hours of SPREP and to advise SPREP of any absences from work
- c) comply with SPREP's Values and Code of Conduct and other general rules and requirements that apply to all SPREP Community members
- d) take appropriate steps to ensure their safety and to avoid harm to others
- e) 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
- f) to advise the CA 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 for security and emergency purposes
- g) provide confirmation of medical insurance cover including medical evacuation for the duration of consultancy

The SPREP Staff Regulations to the extent possible will apply to the CA consultant.

#### **7. Contributions and role of the Climate Analytics (Home Organisation)**

CA will be responsible for the following:

- a) recruitment, selection and preparation of the consultant contract
- b) bearing the costs of remuneration, relocation and any associated allowances, travel insurance, and any other terms and conditions due to the Consultant as outlined in the Consultant's contract with the CA;
- c) bearing the costs of agreed project travel (transport, lodging) plus per diem;
- d) Provision of Laptop, mobile phone and office equipment;
- e) inform SPREP of any requirements relating to the management of this agreement specifically on terms and conditions of the Consultant's contract

## **8. Contributions and role of SPREP (Host Organisation)**

SPREP will be responsible for the following:

- a) provide necessary visa for the Consultant (and any recognised dependants) to work in Samoa;
- b) on a SPREP visa, tax free status and duty-free concession privileges for SPREP staff shall apply to the Secondment.
- c) provide a general induction of the Consultant into SPREP's business and working environment
- d) grant access to SPREP systems and processes in line with the engagement of the Consultant
- e) support the Consultant in the course of their work and to provide adequate and appropriate office work space and basic office furniture using funds under the overhead of the IMPACT project including:
  - a desk or table as a workstation
  - one office chair
  - access to internet
  - if any other furniture and equipment requirement are needed, it will be discussed and agreed on a case by case with CA;
- f) ensure, so far as reasonably practicable and in the same manner as all other SPREP staff, a safe and healthy work environment for the Consultant;

## **9. Management Of The MoU:**

### **Home Organisation:**

CA has nominated the **Head of Adaptation and Vulnerability** as designated manager to work closely with the Consultant and SPREP to ensure this Agreement and its terms and conditions are fulfilled.

### **Host Organisation:**

At SPREP, the designated contacts will be the Director of the Climate Change Resilience Programme and the Climate Change Adviser for the duration of this Agreement and will work closely with the Consultant and the CA to ensure this Agreement and its terms and conditions are fulfilled

### **Travel:**

Where the Consultant is required by CA to travel, travel and insurance costs will be covered by CA. Where the Consultant is required by SPREP to travel, CA approval is required.

### **Misconduct:**

SPREP will advise CA (Home Organisation) as soon as a situation arises and jointly agree to establish an investigation/disciplinary process in the case of misconduct of the Consultant.

### **Dispute:**

In the event of a dispute, the CA and SPREP will first try and resolve the dispute by negotiation.

If negotiations fail, the parties will resolve the dispute by mediation.

**Confidentiality:**

- a) The Consultant will not discuss or disclose any information, processes, materials, documents, costs, or secrets, related to any aspect of the business of CA and SPREP without the express agreement of the relevant organisation.
- b) Exception is made where disclosure of information is legitimately required as part of the Consultant's performance, duties and responsibilities in relation to their work for both organisations.
- c) This obligation does not cease on completion of the consultancy.

**Changes to the Agreement:**

The agreement may be amended at any time by mutual consent in response to changing circumstances (e.g. if the CA Consultant is not adequately qualified or other important circumstances). Any such amendments must be made in written form.

If one party to this agreement wishes to cancel the agreement unilaterally, it must state highly relevant grounds for doing so. A highly relevant ground is if one of the partners does not fulfil their obligations in this agreement; or if circumstances arise that prevent achieving the agreed upon objectives.

In the case of changes, the initiating party (either the CA or SPREP) will **inform the other parties as soon as a situation arises** in order to ensure processing of relevant reports, logistical arrangements and discussion for a possible replacement.

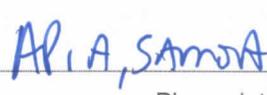
**10. Effective Date**

This MoU for the assignment of a CA Consultant at SPREP will take retrospective effect once it has been signed by both parties. The CA Consultant's assignment will commence no earlier than October 1<sup>st</sup> 2019 and end no later than December 31<sup>st</sup> 2020.

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Dr.h.c. Bill Hare  
CEO of Climate Analytics gGmbH

\_\_\_\_\_  
  
Mr Kosi Latu  
Director General, SPREP

\_\_\_\_\_  
Place, date

\_\_\_\_\_  
 (19/12/2019)  
Place, date