

[SSFA/2019/ 2105]

### Small-Scale Funding Agreement

**THIS SMALL SCALE FUNDING AGREEMENT (SSFA)** and its annexes (this "Agreement") is made upon signature.

BETWEEN:

United Nations Environment Programme (hereinafter referred to as "UNEP") having its office at P.O. Box 30552-00100, Nairobi, Kenya and represented by its Ecosystems Division, an international inter-governmental organisation established by the General Assembly of the United Nations.

AND:

Secretariat of the Pacific Regional Environment Programme (hereinafter referred to as "SPREP"), a(n) inter-governmental organization represented by its Director General and having its office at Vailima Apia Samoa.

Based on the on going collaboration between UNEP and Pacific Regional Environment Programme, UNEP agrees to co-operate with SPREP with respect to the project/programme entitled "Sustainable Management of Marine and Coastal Ecosystem Services" in Pacific region. Annexes to this Agreement, including the attached Project Document/Implementation Plan (Annex-A) and Budget (Annex-B) are part of this agreement.

1. Project/Programme objectives to which the small-scale funding contributes:

- The objective of this SSFA is to strengthen capacity of the Secretariat for the Noumea Convention to effectively carry out its main functions to support the implementation of the convention. Enhance data, information management, monitoring and assessment at national and regional level through development of guidelines, baselines, regional indicators, monitoring and reporting systems and processes. The agreement will further support the Solomon Islands Government through the Ministry of Environment, Climate Change, Disaster Management and Meteorology (MECDM) to establish National Liquid Waste Standards and also support development and finalisation of draft Regional Marine Species Action Plans.

2. Activity or activities to be carried out with the support of the small-scale funding:

- Translate the following key environment documents into French as requested at 2019 SPREP meeting: State of the Environment guidelines, NEMS guidelines, Data Policy and the Inform Brochure.

Start Date/Event	Due Date
24th Oct 2019	31st Dec 2019

- Print the regional EIA Guidelines for Coastal Tourism (French Version)

Start Date/Event	Due Date
24th Oct 2019	31st Dec 2019

- Enhance the Pacific Network for Environmental Assessment (PNEA) <https://pnea.sprep.org/> to make it more user friendly and fit for purpose. Key tasks include internal discussion forum, resources searchable on PNEA/National Data Portals and integration with information tools with data portal and transition from Drupal 7 to 8.

Start Date/Event	Due Date
24th Oct 2019	31st Dec 2019

- Enhance EIA and SEA capacity of PICTS through attendance at NZAIA conference in Auckland including a 2 day consultation on the draft SEA guidelines.

Start Date/Event	Due Date
24th Oct 2019	31st Dec 2019

- In collaboration with the University of Newcastle, develop National Liquid Waste Standards for Solomon Islands.

Start Date/Event	Due Date
24th Oct 2019	31st Dec 2019

- In collaboration with TAMSA, finalise the review of the existing action plans and undertake initial consultation with countries and specialists ready for a final regional workshop to be undertaken in 2020.

Start Date/Event	Due Date
30th Oct 2019	31st Dec 2019

- In collaboration with TAMSA, develop a draft Seabird Action Plan including sharks and rays and carry out initial consultations with countries and specialists.

Start Date/Event	Due Date
24th Oct 2019	31st Dec 2019

- Develop high level communication products and stories on key issues covered under the Noumea Convention.

Start Date/Event	Due Date
24th Oct 2019	31st Dec 2019

### 3. Expected results/outputs to be achieved:

- French translations of State of Environment guidelines, NEMS guidelines data policy, Inform brochure and high level communication products and stories developed.
- Printed copies of Regional EIA Guidelines for coastal tourism - French version
- Enhanced Pacific Network for Environmental Assessment (PNEA)
- Enhanced capacity of PICTS to review and monitor EIA and updated draft SEA Guidelines produced.
- Draft National Liquid Waste Standards for Solomon Islands developed.
- Action plan reviewed to include regional priorities and input from countries
- Seabird Action Plan developed including sharks and rays and input from countries and specialists.

### 4. Starting and ending dates for implementation of the activities:

upon signature - 30th April 2020

5. UNEP shall provide SPREP with funds up to a maximum amount of US\$ **168,000.00**. The resources provided by UNEP will only be used by SPREP in pursuit of the project/programme objectives and for the activities to achieve the results as agreed to in 1 – 3 above. Funds will be made available in 2 installment(s) as indicated below and upon receipt of a payment request in USD , as follows:

<b>Schedule of Payments</b>	<b>Amount</b>
Upon signature of the agreement	USD 100,800.00
Upon submission and acceptance by UNEP of all the outputs and certified financial reports	USD 67,200.00

The funds shall be deposited in:

**Wire Instructions**  
Swift Code: BOSPWSWS  
Intermediary Bank: Bank of America (BoA) New York, NY, USA.  
Swift Code: BOFAUS3N  
Beneficiary Bank A/C Number: 6550780003 BSP Samoa Limited  
Routing Transit: 026009593  
CHIPS Particpt: 0959

**Bank Name and Address**  
BSP (Samoa) Ltd  
Beach Road, P.O. Box 1860, Apia, Samoa

**Account Title and Number**  
SPREP USD Working Account  
01-849599-07

**Signatories**  
Mr. Kosi Latu, Director General, SPREP

6. Within 1 month(s) upon expiry of this Agreement, SPREP shall refund to UNEP any unspent balance of the above funds.

7. UNEP and SPREP will cooperate to monitor the progress of this project/programme. SPREP shall submit to UNEP, substantive progress reports; financial reports and a final report at or near the given dates below:

#### **Reports**

Final progress report and certified financial statements      24th February 2020

8.a. SPREP shall submit financial statements on the use of funds provided, as per UNEP's required format and within the agreed timeframe.

8.b. SPREP shall keep accurate and up-to-date records and documents in respect of all expenditures incurred with the funds made available by UNEP under this Agreement, to ensure that all expenditures are in conformity with the provisions of this Agreements and its annexes thereto.

8.c. Upon completion of the Project/or Termination of this Agreement, SPREP shall maintain the records for a period of at least 3 years unless otherwise agreed upon between the Parties.

8.d. UNEP has the right, at its own expense, to have the records of SPREP related to this cooperation reviewed and audited.

9.a. SPREP shall consult with UNEP regarding the Intellectual Property Rights as appropriate.

9.b. SPREP shall only use the UNEP name, logo and emblem in connection with the Project/Programme with the prior written consent of UNEP.

9.c. In no event will authorization of the UNEP name or emblem, or any abbreviation thereof, be granted for commercial purposes.

10. This agreement can only be changed through an agreed modification in writing.

11. Either party may terminate this Agreement upon serving a written notice to the other party at least 1 months prior to such termination.

12. SPREP shall comply with all the above mentioned provisions and agrees that UNEP reserves the right to withhold any payment due to SPREP's non-compliance with any of the provisions mentioned hereinabove.
13. Any dispute arising out of or in connection with this Agreement shall be settled amicably between UNEP and SPREP. Should attempts at amicable negotiation fail, any such dispute shall, upon request by either party, be referred to arbitration in accordance with the UNCITRAL arbitration rules. The parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.
14. This Agreement shall enter into force upon signature by the Parties being effective from the date of the latest signature, and shall remain valid for a period of **6 months**, after the end date specified in clause 4 unless terminated earlier pursuant to clause 11 above.
15. The Parties shall carry out their respective responsibilities in accordance with the provisions of the Agreement. The Parties shall determine and communicate to each other their respective focal points, having the responsibility for the Project implementation on its behalf.
- 16.a. SPREP shall be solely and completely responsible and accountable for all services performed by its personnel, agents, employees, or contractors (hereinafter referred to as "Personnel").
- 16.b. SPREP shall be considered as having the legal status of an independent contractor. Personnel of SPREP, its contractors or anyone else working for SPREP in the execution of the Project or otherwise, are not employees of UNEP and are not covered by the privileges and immunities applying to UNEP and its staff pursuant to the Convention on the Privileges and Immunities of the United Nations. UNEP shall not accept any liability for claims arising out of the activities performed under the Agreement, or any claims for death, bodily injury, disability, damage to property or other hazards that may be suffered by SPREP's Personnel as a result of their work pertaining to the activities under this Agreement.
- 16.c. SPREP shall ensure that its personnel meet the highest standards of qualification and technical and professional competence necessary for the achievement of the objectives and results of the Project, and that decisions on employment related to the Project shall be free of discrimination of any nature. SPREP shall ensure that all personnel are free from any conflicts of interest relating to the Project activities.
- 17.a. SPREP shall not seek nor accept instructions regarding the activities under the present Agreement from any Government or other authority external to UNEP.
- 17.b. SPREP shall refrain from any conduct that would adversely reflect on the United Nations and shall not engage in any activity which is incompatible with the aims and objectives of the United Nations or the mandate of UNEP.
18. Nothing in or relating to this Agreement shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations and UNEP.
19. This Agreement or its Annexes may be modified or amended only by written agreement between the Parties.

For the United Nations Environment Programme



By: Habib El-Habr

Title: Coordinator, Global Programme of Action for the Protection of the Marine Environment from Land-Based Activities (GPA)

Date:

ANNEX A: [19 Pledging letter](#)

ANNEX B: [Letter-UNEnvironment230919](#)

Additional Annexes :

[SPREP Proposed budget -SSFA](#)

For the Secretariat of the Pacific Regional Environment Programme



By: Kosi Latu

Title: Director General

Date: 28.10.19