

LETTER OF AGREEMENT

This Letter of Agreement (herein referred to as the "Agreement") is concluded:

between

The World Meteorological Organization

7 bis Avenue de la Paix

Case Postale No. 2300, CH-1211 Geneva 2, Switzerland
(herein referred to as "WMO")

and

**The Secretariat of Pacific Regional Environment
Programme**

P.O. Box 249, Apia, Samoa

(herein referred to as "Recipient Organization")

2019

1. Purpose

Under the terms of this Agreement, it is hereby agreed that:

1.1 WMO shall make available to the Recipient Organization an amount of USD 896,900 (eight hundred and ninety six thousand, nine hundred US Dollars) as financial support for the organization of the Implementation of Activities under the Pacific CREWS Project as presented in Section 1.2(a) to Section 1.2(d) below and as outlined in Annex 1: Implementation Plan for the CB-EWS/DRR.

1.2 The Recipient Organization shall carry out the following activities for the organization of the above event:

- (a) *Community based Early Warning System and DRR (CB-EWS/DRR). (USD 384,364)*
- (b) *Development of Regional and National Policies and Trainings by the PMC Panels to support CB-EWS/DRR (USD80,000)*
- (c) *Information Technology (IT) Capacity Development of NMHSS to support CB-EWS/DRR (USD 335,000)*
- (d) *Administration fee and Office Support for project communications materials, telecommunications and logistics (USD 97,536)*

2. General conditions

2.1 Funds provided by WMO under this Agreement are to be used by the Recipient Organization exclusively in support of the organization of the Implementation of Activities under the Pacific CREWS Project as presented in Section 1.2(a) to Section 1.2(d) above.

2.2 WMO or the Recipient Organization shall have the right to terminate this Agreement, by written notice to this effect after the entry into force of the agreement, if it considers that completion of the Agreement is impossible or impractical:

- (a) For unforeseen causes beyond the control of WMO or the Recipient Organization; and
- (b) In the event of a default or delay on the part of the Recipient Organization or WMO.

2.3 In the event of the Recipient Organization's non-compliance or partial compliance with the terms of this Agreement, it shall refund to WMO any payment already received in respect of activities that have not been performed by the Recipient Organization.

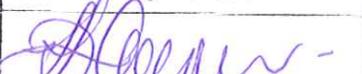
2.4 WMO shall not be held responsible for any accident, illness, loss or damage, which may occur during the organization of the event. Any personnel assigned by the Recipient Organization to the event object of the present Agreement shall not be considered as staff members of WMO and shall not be entitled to any privilege, immunity, compensation or reimbursement by WMO. The Recipient Organization shall make its own necessary arrangements for medical and service incurred insurance as well as third party liability insurance coverage.

2.5 In the event of termination by WMO for unforeseen causes beyond its control, WMO shall complete all payments, which may be due up to the effective date of termination.

2.6 The following individual is authorized by the implementing agency and is responsible for managing the Letter of Agreement, including:

- i) Managing the relationship between the Parties
- ii) Overseeing the effective implementation of this LoA

- iii) Act as a first point of contact for any issues that arise and,
- iv) Address and resolve any issues in a prompt manner.

Name	Title	Signature
Tagaloa Cooper-Halo	Director, Climate Change Resilience, SPREP	

3. Reporting

3.1 The Recipient Organization shall submit to WMO for approval six-monthly reports with financial acquittals and originals or valid copies of supporting documents (i.e. by 31 July 2019, 31 January 2020 and 31 July 2020). WMO reserves the right to perform an audit by the end of the contract against the activities defined under item 1.2.

3.2 The Recipient Organization shall submit to WMO a detailed statement of expenditure incurred in undertaking the activities in paragraph 1.2 above, under the format as per the Annex 2 to this Agreement and certified to its correctness by the Director of Finance and Administration of the Recipient Organization, with originals or validated copies of supporting documents, by 28 February 2021.

3.3 Should the actual expenditure incurred be less than the amount provided by WMO, the Recipient Organization shall reimburse the unspent funds to WMO, within three months of the conclusion of the event, to the following account:

Name of account holder: World Meteorological Organization
 Bank account number: 240-C0191516.0
 Name of bank: UBS SA
 Address of bank: Case Postale 2770
 1211 Geneva 2, Switzerland
 Bank Swift code: UBSWCHZH12A
 IBAN: IBAN CH56 0024 0240 C019 1516 0

3.4 All matters regarding this Agreement shall be addressed to:

At WMO:
 Ms Mary Power
 Development and Regional Activities Department
 World Meteorological Organization
 7 bis Avenue de la Paix
 Case Postale No. 2300
 CH-1211 Geneva 2, Switzerland
 Fax: +41 22 730 8047
 E-mail: mpower@wmo.int

At Recipient Organization:
 Mr Kosi Latu
 Director General
 Secretariat of the Pacific Regional Environment
 Programme
 P.O. Box 249
 Apia
 Samoa
 Tel: +695 219 29
 Tel: +685 202 31
 Email: kosil@sprep.org

4. Terms of Payment

4.1 The sum stipulated in paragraph 1.1 above represents the full amount to be paid WMO for all services and activities to be provided by the Recipient Organization under Agreement.

4.2 Upon signature of the Agreement, payment of the above-mentioned amount shall be made in the currency stipulated in paragraph 1.1 above and by bank transfer to the following account:

Name of account holder: SPREP USD working account
Bank account number: 01-849 5 99-07
Name of bank: Bank South Pacific (BSP) (Samoa), Ltd
Address of bank: Beach Road, P.O. Box 1860, Apia, Samoa
Bank (Swift) code: BOSPWSWS

5. Settlement of Disputes

Any dispute between WMO and the Recipient Organization arising out of interpretation or execution of this Agreement shall be settled by mutual agreement. If WMO and the Recipient Organization are unable to reach agreement or any question in dispute or a mode of settlement other than arbitration, either party shall have the right to request arbitration in accordance with the Arbitration Rules of the United Nations Commission on International Trade Law (UNCITRAL), as at present in force. WMO and the Recipient Organization agree to be bound by any arbitration award rendered in accordance with the above, as the final adjudication of any such dispute.

6. Branding

The Recipient Organization shall use appropriate branding to publications and documents as prescribed in the Communication and Visibility plan.

7. Amendments

Any amendment to this Agreement shall be effected only on the basis of written mutual consent by the Parties.

8. Entry into Force

8.1 The present Agreement shall enter into force upon signature by both Parties and shall end on 31 December 2020.

8.2 The Recipient Organization shall sign two copies of this Agreement and return one to WMO.

Signed on behalf of
the World Meteorological Organization
(WMO)

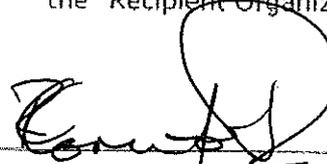


Petteri Taalas
Secretary-General

Date:

7.2.19

Signed on behalf of
the "Recipient Organization"



for Kosi Latu
Director General

Date:

12/3/19