



WORLD
METEOROLOGICAL
ORGANIZATION



SPREP
Secretariat of the Pacific Regional
Environment Programme

LETTER OF AGREEMENT

(herein referred to as the "Agreement")

between

World Meteorological Organization

7bis Avenue de la Paix
Case Postale No. 2300,
CH-1211 Geneva 2,
Switzerland
(herein referred to as "WMO")

and

The Secretariat of the Pacific Regional Environment Programme

(herein referred to as "Recipient Organization")

(also referred to as "Party" individually or "Parties" collectively)

2019

Article 1 – Event and Financial Contribution (or 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 48,500 (Forty-eight and five hundred United States Dollars) as financial support for the preparation of the project on "enhancing early warning systems to build greater resilience to hydrometeorological hazards in Pacific SIDS including Fiji, Solomon Islands, Papua New Guinea and Vanuatu for submission to the Green Climate Fund.

1.2 The Recipient Organization shall carry-out the following activities in support of the organization of the above-referred event:

(a) Organization of the funding proposal validation workshop. The workshop will be organised in Vanuatu during the 4th quarter of 2019. An estimated budget is provided in Annex 1.

(b) Undertake any other additional activities required to complete the preparation of the project funding proposal and upon acceptance by WMO.

Article 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 activities as described in Article 1, paragraph 1.2 (a) and paragraph 1.2 (b) 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; or
- 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 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.

2.5 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.

2.6 Nothing contained in this Agreement shall constitute or be deemed a waiver, express or implied, of any of the privileges and immunities enjoyed by WMO as a specialized agency of the United Nations or by the Secretariat of the Pacific Regional Environment Programme.

2.7 Any use by either WMO or the Recipient Organization of the other Party's name, emblem or logo, shall only be made with the prior written approval of that other Party.

Article 3 – Reporting Requirements

3.1 Within 90 days of the conclusion of the activities listed in Article 1, paragraph 1.2 (a) and paragraph 1.2 (b) above, The Recipient Organization shall submit to WMO a detailed Statement of Income and Expenditure incurred in undertaking these activities, under the format as per Annex of this Agreement, and certified its correctness by the Head of Financial Services of the Recipient Organization, with original or validated copies of supporting documents by (date).

3.2 In the event the Recipient Organization fails to submit the Statement of Income and Expenditure in a timely manner, WMO shall issue monthly reminders to the Recipient Organization. Despite having received three reminders, should the Recipient Organization not submit the Statement of Income and Expenditure, the Recipient Organization shall reimburse to WMO within 30 days of the date of the third reminder the full amount received as financial support under the terms of this Agreement (ref: banking instructions provided in Article 4).

Article 4 – Reimbursement to WMO of any Unused Funds

Should the actual expenditure incurred be less than the amount provided by WMO (ref: Article 1 paragraph 1.1), within 90 days of the conclusion of the event, the Recipient Organization shall reimburse the unspent funds to WMO by (date) by bank transfer to the following account:

Name of account holder: World Meteorological Organization (WMO)
Bank account number: 240-C0191516.1
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 *

Article 5 – Representatives

All matters regarding this Agreement shall be addressed to:

<p>Representative of WMO</p> <p>Markus Repnik Director, Development Partnerships Office World Meteorological Organization 7 bis Avenue de la Paix Case Postale No. 2300 CH-1211 Geneva 2 Switzerland</p> <p>Phone: +41 22 730 8743 Email: mrepnik@wmo.int</p>	<p>Representative of The Secretariat of the Pacific Regional Environment Programme</p> <p>Kosi Latu Director General The Secretariat of the Pacific Regional Environment Programme Phone : +685 21929 Ext 312 Email kosil@sprep.org</p>
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The Parties agree that should the information in this section change, the Party making the change shall notify the other Party in writing of such change.

Article 6 – Terms of Payment

6.1 The sum stipulated in Article 1, paragraph 1.1 above represents the full amount to be paid by WMO for all services and activities to be provided by the Recipient Organization under this Agreement.

6.2 Upon signature of the Agreement, and subject to establishing that there is no overdue accounting by the Recipient Organization for any funds received from WMO for financial support, WMO shall pay the above amount in the currency stipulated in Article 1, paragraph 1.1 above and by bank transfer to the following account:

Name of account holder: SPREP USD Working Account
Bank account number: 01-849599-07
Name of bank: BSP (Samoa) Ltd
Address of bank: Beach Road, PO Box 1860, Apia, Samoa

Bank (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

Article 7 – Audit and Investigation

7.1 Access to records: The Recipient Organization shall grant WMO access to all the documents relating to the project for audit purposes if and when requested. Any denial of access/information by the Recipient Organization constitutes a breach that may result in immediate termination. The records of the event should be maintained for a period of seven years.

7.2 Investigation of fraud: The Recipient Organization shall immediately report to WMO any allegation of fraud related to the holding of the event. Both WMO and the Recipient Organization must offer full cooperation to any investigation carried-out by the internal and external audit bodies of both organizations, or by local authorities.

Article 8 – Settlement of Disputes

Any dispute between WMO and the Recipient Organization arising out of the 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 on 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.

Article 9 – Amendments

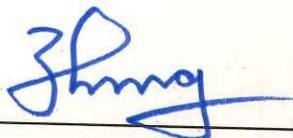
Any amendment to this Agreement shall be effected only on the basis of written mutual consent by the Parties.

Article 10 – Entry into Force

10.1 The present Agreement shall enter into force upon signature by both Parties and shall remain in force for one (1) year and for such a period thereafter as is necessary for all matters relating to any of its provisions to be settled.

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

Signed on behalf of
the World Meteorological Organization

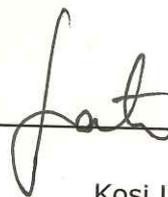


Wenjian Zhang
Assistant Secretary-General

Date:

5/9/2019

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



Kosi Latu
Director General, The Secretariat of the
Pacific Regional Environment Programme

Date:

19/9/2019