

25/11/20

Registry,

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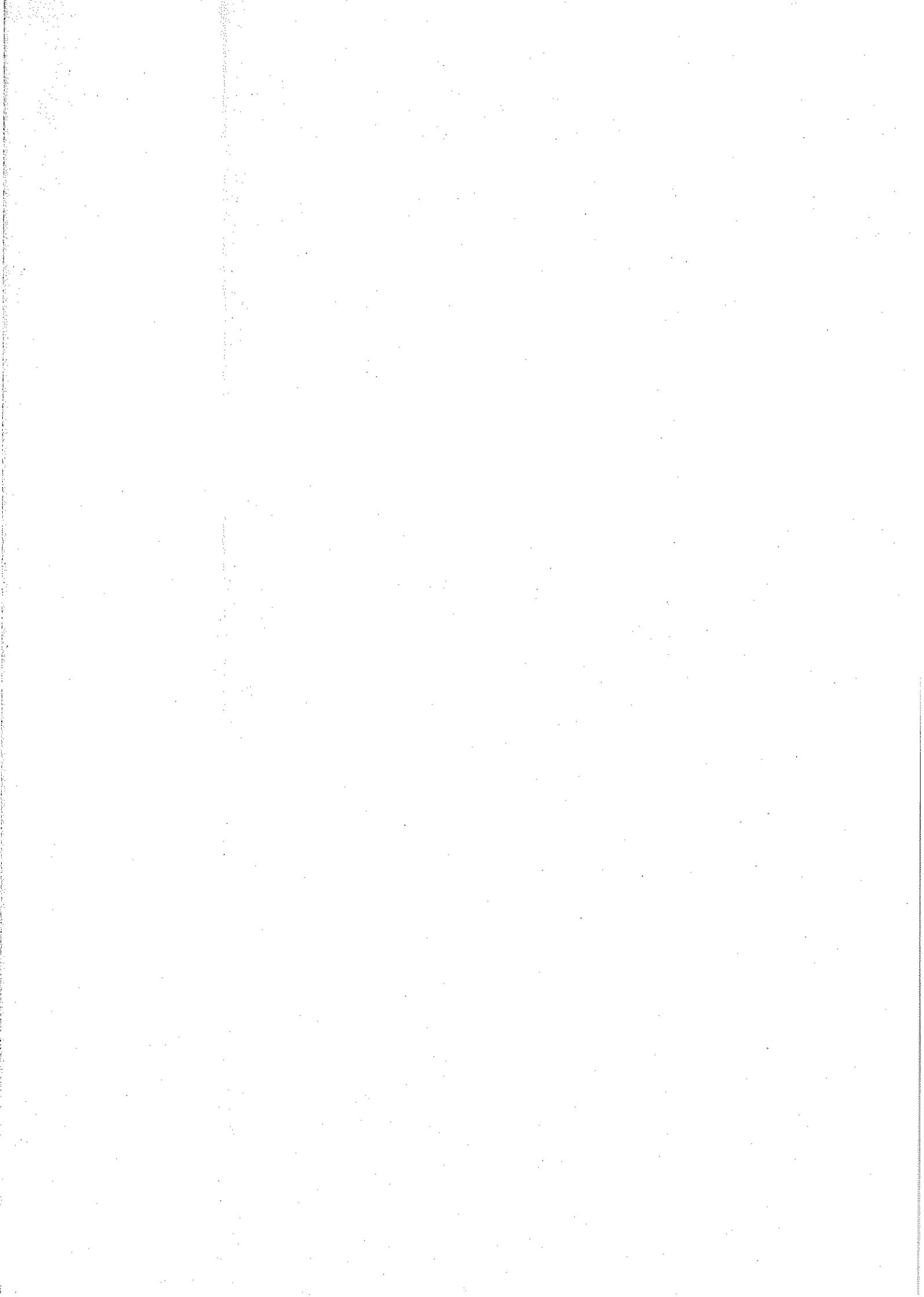
Thank you,

Rosaa

AP 11/6/1 & FN 3/2/1

ACTION TAKEN DG.

(Sang & Rosanna/PJA/PJA.  
uplift from Executive Management  
sent to: DF





**An Roinn Gnóthaí  
Eachtracha agus Trádála**  
Department of  
Foreign Affairs and Trade

**Grant Agreement**  
*between*

**the Minister for Foreign Affairs [as represented by Irish Aid]**  
*and*

**Secretariat of the Pacific Regional Environment Programme**

**1. Definition**

1.1 This Agreement is made between The Minister for Foreign Affairs of Ireland, represented by the Development Cooperation Division of the Department of Foreign Affairs hereinafter referred to as the Grantor, and the Secretariat of the Pacific Regional Environment Programme, with principal address at Avele Road, Apia, Samoa, represented by Mr Kosi Latu, Executive Director.

**2. Purpose of the Grant Agreement**

It is Ireland's intention, through its development cooperation programme, to provide the Grantee with grant funding to support achievement of **the SPREP Performance Implementation Plan 2020/21**.

**3. The Grant**

3.1 The Grantor will contribute to the Grantee a maximum amount of €900,000 (nine hundred thousand Euro) subject to the provisions below. The Grantor accepts that any interest arising from the Contractor's investment of the funding may be used by the Contractor in connection with the activities covered by this Contract.

3.2 This contribution is Ireland's contribution of core funding to SPREP for 2020, in support of SPREP's climate change resilience operations and activities, including those outlined in the SPREP Performance Implementation Plan.

3.3 The funds will be deposited to

Account Name: SPREP USD Working account  
Bank Name: Bank South Pacific (Samoa) Ltd  
IBAN: (through intermediary bank in USA)  
BIC: BOSPWSWS  
Account number: 01-849599-07

3.4 The Department of Public Expenditure and Reform (DPER) Circular 13 of 2014 relating to the Management of and Accountability for Grants from Exchequer Funds imposes additional requirements, including reporting requirements for annual reports and accounts, which are reflected

elsewhere in this Agreement. The Grantee is required to be cognisant of and compliant with the requirements of the DPER Circular. In particular the Grantee shall comply with the Statement of Principles for Grantees as set out in the DPER Circular and found in Annex 1 to this Contract.

#### **4. Utilisation and time-frame of the contribution**

It is intended that the support provided by the Grantor during the period of operation of this Agreement will be used by the Grantee in respect of achievement of specific climate change resilience objectives of the Performance Implementation Plan, as outlined in the SPREP proposal to the Grantee. Specific country-level support will only be targeted at SPREP members that are ODA eligible and Parties to the UNFCCC<sup>1</sup>. Any proposed changes to the targeting of Irish Aid assistance, its budget or to its start or completion dates must be agreed in writing and in advance with Irish Aid.

4.1 It is intended that the specific contribution provided by the Grantor under this Agreement will be utilised over a period of 12 months, effective from November 2020.

4.2 Payment of the Grant is subject to compliance by the Grantor with the provisions of this Contract including but not limited to any benchmarks, results frameworks and budgets. Any proposed changes to the intended results areas, focus of activities, target or beneficiary group, budget lines, and the time-frame of this Agreement should be communicated by the Grantee in advance to the Grantor. Prior and written approval will be required where these changes are deemed by The Grantor to be significant. Amendments to this agreement may be required to support approved changes.

#### **5. Reporting (including financial reporting)**

5.1 The Grantee will provide The Grantor with all agreed reports on activities, results, and expenditure relating to the project. In particular, the Grantee will provide the Grantor with:

- Final Narrative Report including a Financial Report by October 2021.
- Additional progress reports may be requested in writing by the Department of Foreign Affairs, and the Grantee will furnish to Irish Aid all such information and documentary evidence as Irish Aid may from time to time reasonably require in relation to the grant.
- The Department of Foreign Affairs will request quarterly update calls with the Grantee, to review progress and highlight implementation challenges.

5.2 Following Board approval of the annual audited accounts, these shall be provided by the Grantee to the Grantor on a timely basis. The annual audited accounts must clearly record the grant received (including the actual name of the grant programme), with the contribution received from Irish Aid clearly identified in the accounts as from "Irish Aid, Department of Foreign Affairs".

5.3 In the event that any or all of the grant funding provided under the present agreement is not accounted for to the satisfaction of the Grantor, the Grantee will, at the written request of the Grantor, refund such portion of the Grant as has not been accounted for to the satisfaction of the Grantor. Such repayment will be made within the period established by the Grantor in its written repayment request.

5.4 The Grantee accepts that The Grantor retains the right to monitor and if necessary evaluate all programmes and projects and agrees to cooperate with the Grantor, and its agents, in carrying out such.

5.5 The Grantor may carry out an audit on the use of the funds allocated and may appoint independent auditors to participate in such an audit. In such case, the Grantee will provide full

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<sup>1</sup> These are: Fiji, Kiribati, Marshall Islands, Micronesia, Nauru, Niue Palau, Papua New Guinea, Samoa, Solomon Islands, Tonga, Tuvalu, Vanuatu. Cook Islands is a Party to the UNFCCC and is under special conditions for ODA eligibility relating to climate change and disaster risk.

information and cooperation to The Grantor and any independent auditors appointed. The Grantor will bear the costs of such an additional audit.

5.6 The Grantee will report any suspected fraud, take appropriate actions, and repay any funds where they have been used for purposes other than those set out in the agreement or arrangement, or in other circumstances. See in addition paragraph 12 below.

5.7 Where it is the intention of the Grantee to make onward grants from the grant received from Irish Aid, details of these onward grants and their recipients/proposed recipients shall be provided to the Contracting Authority, along with details of the terms and conditions applying to these onward payments.

## **6. Financial administration and governance**

6.1 The Grantee accepts all responsibility and accountability for management, governance, proper administration and implementation of the resources received; and for ensuring the highest standards of probity and integrity are maintained at all times.

6.2 The Grantee has accepted responsibility and accountability for ensuring that activities are implemented as summarised in clause 4 above, and detailed in the project document, within the agreed period. Any agreements with third parties regarding the implementation of activities to be financed from this grant must be laid down in writing.

6.3 The Grantee will ensure that the funding provided to it pursuant to this Agreement is properly administered; that the funding is used solely for the purposes set out herein; and that activities funded under this budget are recorded fully and accurately.

6.4 The Grantee bears sole responsibility for taking out adequate and appropriate insurance cover in relation to all undertakings supported with funds provided under this Agreement.

6.5 The Grantee will acknowledge in writing receipt of the grant within 10 days of receipt, and will provide the Grantor with confirmation on headed paper of the receiving bank account, title or reference of the project, the amount and date received.

6.6 The Grantee will include in the annual report and final report for this grant, certificates of assurance, signed by the Finance Director, confirming that the grant was used in accordance with the agreement.

6.7 The Grantee's annual audited accounts must clearly record the grant received, with such contribution clearly identified in the accounts as from "Irish Aid" and/or "Department of Foreign Affairs".

## **7. Monitoring evaluation, audit and access**

7.1 The Grantee agrees that the Grantor retains the right to monitor, audit and evaluate all programmes and projects supported by Irish Aid and agrees to cooperate with Irish Aid, and/or its agents, in carrying out such exercises. The Contractor agrees to furnish Irish Aid with a copy of any evaluations it carries out of the relevant sections of the Performance Implementation Plan.

7.2 The Grantee further agrees that Irish Aid may carry out an audit on the use of the funds allocated and may appoint independent auditors to participate in such an audit. In such case, the Grantee

agrees to provide full information and cooperation to Irish Aid and any independent auditors appointed by it. Irish Aid shall bear the costs of such an additional audit.

7.3 The Grantee shall furnish promptly to Irish Aid whenever required to do so all such information and documentary evidence as Irish Aid may from time to time reasonably require in relation to its work and in particular to vouch compliance by the Grantee with any of the terms and conditions of this Agreement.

## **8. Procurement**

8.1 The Grantee is requested to ensure that any procurement undertaken is conducted in accordance with international best practice, in particular in respect of openness, transparency and fairness. Annual reports should include an overview of any procurement procedures (including tendering) implemented.

## **9. Publicity**

9.1 Prior authorisation for the use of the Irish Aid or Department of Foreign Affairs logos should be obtained from the Grantor and where such authorisation is granted, the Grantee shall have regard to the Guidelines for use of the Irish Aid Logo.

## **10. Insurance**

10.1 It shall be the sole responsibility of the Grantee to take out adequate and appropriate insurance cover in relation to all programmes and projects supported by the funds provided under this Agreement.

## **11. Liability**

11.1 The Grantor and Minister of Foreign Affairs will bear no responsibility in respect to any and all claims arising from or in connection with activities funded under the terms of this Agreement. In particular, the Grantor and the Minister for Foreign Affairs will bear no responsibility in respect of third parties employed or engaged by the Grantee; or by or on behalf of any person who may have a claim, debt or demand against the Grantee arising out of the implementation of this Agreement.

## **12. Fraudulent or illegal payments or practices**

12.1 No offer, payment, gift, consideration or benefit of any kind, which constitutes or could be construed as an illegal or fraudulent practice, shall be made, either directly or indirectly, as an inducement or reward for the award or execution of this Agreement.

12.2 In accordance with the Grantor's Counter-Fraud Policy, if the Grantee becomes aware of any allegations of illegal or fraudulent practices within its organisation or partner organisations which are in receipt of onward grants from Irish Aid funding (including but not limited to misappropriation or inappropriate use of funds or assets, falsification of documents, accounting records or other financial reports, misrepresentation or concealment of material fact through fraudulent or corrupt means), the Grantee must immediately notify the Climate Director, Development Cooperation and Africa Division, Department of Foreign Affairs.

12.3 The Grantee shall take timely and appropriate action to investigate any allegations referred to in sub-paragraph 2 and shall, as soon as practicable, provide Irish Aid with a report confirming the action taken to investigate and, where appropriate, to mitigate and resolve the identified problem(s). Where requested by Irish Aid, the Grantee shall provide Irish Aid with the terms of reference for such investigations in advance.

12.4 Any illegal or fraudulent practice shall be grounds for terminating the present Agreement in accordance with the provisions of this Agreement or taking any other corrective action as appropriate (including any civil or criminal action).

12.5 Irish Aid reserves the right to reduce its contribution, stop transfers prematurely, claim repayment of all or part of funds or withhold future funding where the Grantee does not fulfil its obligations under this provision; if funds are not being used or have not been used for the purposes for which they have been made available; or where instances of illegal or fraudulent practices are suspected or have been found to have occurred.

### **13. Nature of the relationship between the Grantee and the Irish State**

13.1 The Grantee shall have sole responsibility for negotiating all appropriate contracts and agreements in relation to the resources received. Neither Ireland (hereinafter referred to as the State) nor Irish Aid shall have or be deemed to have any liability in relation to any contracts or agreements negotiated or entered into by the Grantee or any other party in connection with the work being supported. Neither the State nor Irish Aid is or shall be deemed for any purpose to be a partner of the Grantee.

13.2 Without prejudice to the generality of sub-paragraph 1, the parties agree that, save for the contractual arrangement entered into hereby, no contractual or other relationship shall exist or be deemed to exist between the State or Irish Aid and any person employed by, sent abroad in connection with, otherwise associated with or working on any initiatives of SPREP, unless specific arrangements in writing are entered into between the State or Irish Aid and such person. It is hereby agreed that none of the personnel working for SPREP shall be deemed to be employees or agents of the State or Irish Aid.

### **14. Reporting of Material Risk**

14.1 The Grantee shall report any issue which comes to its attention that bears materially on the strategic, financial, reputational or operational risk of the Grantee or its partners which are in receipt of onward grants from Irish Aid funding, to Irish Aid. Such issues may include, but are not limited to incidences of financial or other illegality, impropriety or exposure and are not limited to activities funded by Irish Aid monies. Where required by Irish Aid, the Grantee shall provide Irish Aid with a report confirming the action taken to investigate and, where appropriate, to act.

### **15. Conflicts of Interest**

15.1 The Grantee shall provide a statement setting out all actual or potential relevant conflicts of interest at the time of entering into this Agreement. The Grantee undertakes to advise Irish Aid should any conflict or potential conflict of interest come to its attention throughout the duration of this Agreement and to comply with the Grantor's directions in respect thereof.

15.2 Failure by the Grantee to make adequate disclosure of relevant conflicts of interest arising at any time throughout the duration of this Agreement may be grounds for termination of the Agreement.

### **16. Freedom of Information**

16.1 The Grantee understands that any information provided in its application or correspondence with respect to this agreement may be subject to examination for possible release in accordance with the Department's obligations under the Freedom of Information Act 2014.

### **17. Breach, Frustration and Termination**

17.1 In the event of any breach of the conditions herein, the Grantee will, at the written request of the Grantor, repay the whole or a specified part of the grant. Such repayment shall be made within a period established by Irish Aid in its written repayment request.

17.2 The agreement will be deemed to be frustrated if the relevant activities, for any reason, are not commenced within three months of the signature of the agreement; and, or if the Grantor considers that events occur which are sufficient to defeat or substantially prevent or delay the achievement of the stated results of the proposal.

17.3 In cases of intended termination of the Contract, the Contractor shall be given an opportunity to respond to Irish Aid's concerns before formal termination.

17.4 The Grantee accepts that any funding provided to it by the Grantor pursuant to this Agreement, and which has not been expended in accordance with its terms prior to termination, will be returned to the Grantor.

17.5 Without prejudice to the foregoing terms and conditions, the present Agreement may be terminated by the Grantor, by notice in writing, in the event of: a breach of the terms of the Agreement by the Grantee; failure of the Grantee to account for any or all of the grant funding provided; failure of the Grantee to meet its reporting obligations; failure to report or unreasonable delay in reporting material risk events; where, on the basis of reporting or evaluation, and after consultation with the Grantee, the Grantor determines that the project is not or cannot substantially meet its stated results; where any offer, payment, consideration or benefit of any kind, which constitutes or could be construed as an illegal or corrupt practice, is made either directly or indirectly as an inducement or reward for the award or execution of the present Agreement, project funded pursuant to same; where there has been a misappropriation of funds; or, in the case of mutual agreement to terminate between the Grantee and the Grantor.

17.6 In cases of intended termination of the Agreement, the Grantee will be given an opportunity to respond to the Grantor's concerns before formal termination.

17.7 The Grantee agrees to refund to the Grantor, within 3 months of termination of the Contract any part of the grant which has not been spent. If the repayment is not made within 3 months of a written request of repayment by Irish Aid, interest at European Central Bank base rate shall be charged on the outstanding monies from the date of the written repayment request of Irish Aid.

## **18. Settlement of Disputes**

Any dispute arising in connection with the interpretation, application or implementation of this Agreement will be settled amicably by consultations and negotiations between the participants.

## **19. Applicable Law and settlement of disputes**

19.1 Any dispute arising in connection with the interpretation, application or implementation of this Contract will be settled amicably by consultations and negotiations between the participants.

19.2 If a dispute is not resolved by negotiation, any participant may invite the other to mediation, with assignment of a third party mediator with the agreement of all participants.

19.3 The Grantee shall ensure that all applicable laws, statutes and regulations are complied with in the course of implementing the Agreement.

## **20. Duration of the Agreement**

20.1 The Agreement period shall run for 1 year from date of signature of this Contract, subject to earlier termination in accordance with the terms of this Agreement.

## **21. Headings**

21.1 Headings are included for ease of reference only and shall not affect the construction of the Agreement.

**22. Entire Agreement**

22.1 The Parties agree that this Agreement constitutes the whole agreement and understanding between the Parties in relation to the support provided and supersedes all previous agreements and arrangements between the Parties.

22.2 Without prejudice to anything contained in this Agreement, administrative matters relating to implementation of the support may be agreed by the parties from time to time.

**23. Severability**

27.1 If any term or provision herein is found to be illegal or unenforceable for any reason, then such term or provision shall be deemed severed and all other terms and provisions shall remain in full force and effect.

**24. Modification and review**

24.1 This Agreement may not be amended, varied or modified in any way except by an instrument in writing signed by both parties.

**25. Notice**

25.1 Any notice or consent required or permitted to be given under this Agreement shall be validly given in writing and sent by post, by hand or by email to:

- DEPARTMENT OF FOREIGN AFFAIRS (IRISH AID), RIVERSTONE HOUSE 23-27 HENRY STREET, LIMERICK, IRELAND and marked for the attention of MICHELLE WINTHROP, POLICY DIRECTOR.
- SECRETARIAT FOR THE PACIFIC REGIONAL ENVIRONMENT PROGRAMME, AVELE ROAD, APIA, SAMOA and marked for the attention of KOSI LATU, EXECUTIVE DIRECTOR.

25.2 Unless the contrary is proved, any such notice shall be deemed to have been given, if by post, 48 hours after posting; if by hand, when left at the relevant address and if by email, upon transmission.

**26. Waiver**

26.1 No failure or delay by either Party to exercise any right, power or remedy shall operate as a waiver of it, nor shall any partial exercise preclude further exercise of same or some other right, power or remedy.

**For and on behalf of the Minister for Foreign Affairs of Ireland**

Signature  


Title Michelle Winthrop, Director of Policy, Development Cooperation Division

At Limerick, Ireland

On 16/11/2020

**For and on behalf of recipient**

Signature



Title

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

At

APIA, Samoa

On

24<sup>th</sup> November 2020

## **Annex 1 to Agreement**

*This Statement should be brought to the attention of every grant receiving body*

### **Statement of Principles for Grantees**

If you are in receipt of Public Funding you should:

#### **Clarity**

- Understand the purpose and conditions of the funding and the outputs required
- Apply funding only for the business purposes for which they were provided.
- Apply for funding drawdown only when required for business purposes
- Seek clarification from the grantor where necessary – on use of funds, governance and accountability arrangements.

#### **Governance**

*Ensure appropriate governance arrangements are in place for:*

- oversight and administration of funding
- control and safeguarding of funds from misuse, misappropriation and fraud
- accounting records which can provide, at any time, reliable financial information
- on the purpose, application and balance remaining of the public funding
- Accounting for the amount and source of the funding, its application and
- Outputs/outcomes.

#### **Value for Money**

*Be in a position to provide evidence on*

- effective use of funds
- value achieved in the application of funds
- avoidance of waste and extravagance

#### **Fairness**

- Manage public funds with the highest degree of honesty and integrity
- Act in a manner which complies with relevant laws and obligations (e.g. tax, minimum wages)
- Procure goods and services in a fair and transparent manner
- Act fairly, responsibly and openly in your dealings with your Grantor

Department of Public Expenditure and Reform, Government of Ireland

