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The Pacific environment, sustaining our livelihoods and natural heritage in harmony with our cultures.

DELIVERY PARTNER AGREEMENT (Amendment #1)

Commonwealth Scientific and Industrial Research Organization (CSIRO)
107-121 Station Street
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Aspendale VIC 3195
Australia

**Agreement for the delivery of the Climate Information Services for Resilient
Development Project**
between

The Secretariat of the Pacific Regional Environment Programme (SPREP)
and

the Commonwealth Scientific and Industrial Research Organization (CSIRO)
(together, "the Parties")

This Agreement with the Secretariat of the Pacific Regional Environment Programme (SPREP) in accordance with the following terms and conditions.

This **AGREEMENT AMENDMENT 1** (this "Agreement") is dated 18th February 2021 between:

- **THE SECRETARIAT OF THE PACIFIC REGIONAL ENVIRONMENTAL PROGRAMME**, a non-profit intergovernmental regional organization, established pursuant to the Agreement Establishing the South Pacific Regional Environment Programme, dated 16 June 1993 and having its registered office at Avele Road, Vailima, Apia, Samoa ("**SPREP**", or the "**Accredited Entity**"); and
- **COMMONWEALTH SCIENTIFIC AND INDUSTRIAL RESEARCH ORGANIZATION (CSIRO)**, the federal government agency for scientific research in Australia. Its chief role is to improve the economic and social performance of industry, for the benefit of the community.

Recitals

WHEREAS:

- a) SPREP and the Green Climate Fund ("GCF", or 'the Fund') entered into an Accreditation Master Agreement on 23 June 2016, which became effective on 15 July 2016 (the "AMA"), which sets forth, amongst others, the general terms and conditions applicable to the Accredited Entity being SPREP who as the GCF Accredited Entity has responsibility for coordinating the effective delivery of the project in compliance with the FAA.

- b) SPREP has entered into a Funded Activity Agreement (Attachment A) dated 2 October 2017 (the "FAA") for implementation of the *Climate Information Services for Resilient Development Project in Vanuatu* ('the Project').
- c) SPREP, through its Climate Change Resilience Programme, is also an Executing Entity for the Project, along with the Vanuatu Meteorology and Geohazards Division (VMGD) of the Ministry of Climate Change (MoCC), as is set out in the Executing Partner Agreement (EPA) between SPREP and MoCC dated 15 December 2017, for the joint delivery of the Project.
- d) SPREP and CSIRO entered into a Memorandum of understanding signed 8 July 2016, which amongst other things has enabled SPREP to directly source CSIRO as a Delivery Partner to the Project. As a Delivery Partner CSIRO will be required to deliver specified Project Activities as set out in this Agreement.
- e) The total GCF Grant amount to be made available to SPREP for delivery of the Project is USD 18,106,905 (eighteen million one hundred and six thousand nine hundred and five US Dollars) as is detailed in the FAA.
- f) SPREP shall engage CSIRO to deliver specific Project Activities in accordance with the CSIRO Workplan and Activity Budget (Schedule 1 and Schedule 2).
- g) SPREP and the CSIRO ('The Parties') now wish to enter into this Agreement in order to set out the terms and conditions upon which they will cooperate and work to support delivery of the Project, including as set out in Schedule 1 and Schedule 2 of this Agreement.

Interpretation

In addition to terms ascribed meaning in the Recitals, or as may be defined by the Clauses of this Agreement, the following terms are used throughout this Agreement including the Schedules.

"Activity Budget" means the amount in United States Dollars that may be made available to CSIRO to support delivery of the Project Activities, as set out in the Activity Budget section in Schedule 1.

"Agreement" means this Delivery Partner Agreement between SPREP and CSIRO including its Schedules.

"Client" means the Green Climate Fund.

"Completion Date" means the 10 January 2022, upon which CSIRO shall finalize the delivery of all designated Activities.

"Confidential Information" means any information (in any form) expressly marked or designated as "confidential" that the Party discloses to SPREP or SPREP discloses to the Party, including on behalf of other Project Delivery Partners, or which, by its nature, may reasonably be regarded as being sensitive or of commercial value to the disclosing Party. Information cannot be marked or designated as "confidential" if it is: (i) publicly available, (ii) rightfully known by the Party before disclosure by SPREP or rightfully known by SPREP before disclosure by the Party, or (iii) independently created or obtained by the Party or by SPREP without reference or access to each other's Confidential Information.

"Deliverables" means completed work components or products (reports, outputs, and the like) to be generated as a result of the Project Activities to be undertaken.

"Director General" means the Director General of SPREP and includes "Officer-in-charge" and "Acting Director General".

"Disbursement(s)" means a disbursement of all or part of the grant made, or to be made, available by the Accredited Entity (SPREP) to CSIRO, upon receipt of a request for disbursement and pursuant to the terms and conditions set out in this Agreement.

“Eligible Expenditure” means any reasonable costs of goods or services required for the implementation of the Project to be financed with the GCF proceeds, in accordance with this Agreement and the FAA.

“Funded Activities” or “Project” shall have the meaning ascribed thereto in Recital (B).

“GCF Grant” or “Grant” means the total maximum available funds to be made available, or part thereof by the GCF for delivery of the Project.

“Intellectual Property” includes, but is not limited to, copyright (including future copyright and rights in the nature of, or analogous to, copyright), trademarks, trade names, designs, inventions (including patents), non-patentable processes and methods, Confidential Information, know-how and show-how, technical and other data or information, trade secrets, service marks, circuit layouts and the like.

“Party(ies)” means the SPREP and/or CSIRO as the case may be.

“The Project” means the *Climate Information Services for Resilient Development Project in Vanuatu* in its entirety or parts thereof, as defined by the Funded Activity Agreement.

“Project Activity(ies)” means the activities (or parts thereof) to be undertaken by CSIRO as outlined in Schedule 1: Project Workplan.

“Project Delivery Partners” include (but is not limited to):

- a) The Australian Bureau of Meteorology (BOM);
- b) The APEC Climate Centre (APCC);
- c) The Commonwealth Scientific and Industrial Research Organisation (CSIRO).

In the event of a conflict between:

- a) the terms and conditions in the Clauses of this Agreement and any relevant terms and conditions of the clauses of the GCF FAA (Attachment A) the terms and conditions in the Clauses of this Agreement shall prevail;
- b) the terms and conditions in the clauses of this Agreement and the terms and conditions of any of its Schedules, the terms and conditions in the Clauses of the Agreement shall prevail.

Any references in this Agreement to “clause” or “schedule” or ‘attachment’ shall refer to a clause of or a Schedule or an Attachment to this Agreement, unless otherwise specified or context requires otherwise.

1. Project Activities

1.1 The Project Activities to be undertaken by the CSIRO are comprised of:

- a) Schedule 1 Project Implementation Workplan.
- b) Annex A to this Agreement being The Funded Activity Agreement, including its schedules.

1.2 Notwithstanding the terms of this Clause 1, the Project Activities are to be delivered by CSIRO in accordance with the Project Work Plan (Schedule 1), to be developed, updated and agreed on an annual basis by the Parties during the course of the Project, subject to endorsement by the Project Steering Committee.

1.3 In performing the duties required of this Agreement, CSIRO shall take all reasonable steps to cooperate with SPREP to help ensure its compliance with the terms and conditions of the FAA, including by ensuring the GCF Grant is used only for Eligible Expenditures.

1.4 In the event of a conflict between the terms and conditions in the clauses of this Agreement and the terms and conditions of any of its Schedules, the terms and conditions in the Clauses of the Agreement shall prevail.

2. Duration

- 2.1 This Agreement will be binding upon the Parties execution of the Agreement and effective for the duration of the FAA between SPREP and the GCF, commencing from 10 January 2018 and ending on 10 January 2022 unless terminated earlier in accordance with Clause 13.
- 2.2 The duration of the Agreement may be amended upon written agreement by the Parties and is subject to the duration of the FAA.

3. Activities

- 3.1 CSIRO will deliver the Project Activities outlined in Schedule 1, using the allocated Activity Budget and Co-Finance, described in Table 1 below, and as further detailed in Schedule 2.

Table 1. CSIRO Project Activity Budget

Funding Source	2019	2020	2021	2022	Total
GCF Funds (USD)	443,800.00	1,140,725.00	784,115.00	268,360.00	2,637,000.00
Co-Financing (USD)	100,250.00	152,350.00	134,850.00	102,750.00	490,200.00
Total	544,050.00	1,293,075.00	918,965.00	371,110.00	3,127,200.00

- 3.2 The Activity Budget to be made available to CSIRO for delivery of the Project Activities is US \$2,637,000 (as per Table 1).
- 3.3 The Delivery Partner Activity Budget includes US\$105,000 for the undertaking of workshops and trainings as specified in Schedule 3. A total of US \$78,000 will be managed by the SPREP Executing Entity Project Management Unit on behalf of CSIRO, to procure the services of in-country providers and suppliers to support the workshops. These funds will be the responsibility of the SPREP Executing Entity Project Management Unit to financially report upon at specified times requested by CSIRO, and as per the six-monthly financial progress reports.
- 3.4 The Project Activities to be undertaken, at the level of detail of the Project Work Plan, the manner in which they are delivered (including technical methodologies), and corresponding Activity Budget to be made available, may be adjusted upon agreement of the Parties and subject to Steering Committee Approval. Changes may be made (by mutual agreement), but are not limited to, account for new information, emerging priorities and changes in the Project environment or context or other reasons that may be determined.
- 3.5 Project Activities shall be undertaken, and corresponding Activity Budgets used by CSIRO in accordance with this Agreement and its schedules, and by association the Project Work Plan.
- 3.6 Upon agreement between SPREP and CSIRO, including as determined through the annual Project Work Plan/planning process and / or any Project Technical Working Group considerations (see paragraph 9 below) CSIRO may be provided additional funds to undertake additional technical and / or associated services in support of the Project.

3.7 Co-Financing

- a) CSIRO shall contribute co-Financing for the Project to an amount equivalent to USD 490,200. Co-Financing may be in the form of (*inter alia*):
- i. Expert technical services employed in the delivery of the designated Project Activities in the form of a 20% contribution to specified CSIRO project personnel salary overheads; and/or
 - ii. Other operational cost as may be agreed by the Parties and outlined in the Activity Budget.
- b) CSIRO shall report on Co-Finance contributions to the Project on a bi-annual basis in the Six-Monthly Progress Report.
- c) CSIRO is not required to co-finance any additional funding provided as outlined in the Activity Budget, unless further agreed by CSIRO in writing.

4. Funds

4.1 Payment of Funds

Subject to the satisfactory performance of the Project Activities in accordance with this Agreement and Clause 4.2, SPREP must pay the Funds to CSIRO in accordance with the Project Schedule (Schedule 4).

- 4.2 If the Client fails to pay the amounts contemplated by the FAA to SPREP at the times contemplated by the FAA or suspends the amounts, then the obligation on SPREP to pay the Funds under Clause 4.1 is deferred until such time as those amounts have been paid.

4.3 Invoicing

- (a) CSIRO must provide an invoice in US Dollars to SPREP for the Funds at the times specified in the Project Schedule (Schedule 4).
- (b) Notwithstanding Clause 4.1, SPREP is not obliged to pay the Funds until receipt of a valid invoice which contains sufficient reasonable and specific details to enable the work to which the invoice applied to be identified.

4.4 Refund

If SPREP determines at any time that the payment of Funds to CSIRO was used for expenditure that was not consistent with the obligations under this Agreement and FAA, CSIRO will immediately refund the amount specified to SPREP.

4.5 Unused Funds

- a) Unused funds from the GCF Grant disbursed to CSIRO, including any investment income associated therewith, for which no further disbursements, liabilities or costs are due to be made or paid by CSIRO (or any other entity involved in the relevant Project Activity) shall be returned by CSIRO to SPREP within 30 days or such period of time as SPREP may specify at its sole discretion at its first request, but unless an event of default as provided for in FAA Clause 15 has occurred, not more frequently than once a year.
- b) Notwithstanding 4.1 above, where SPREP is scheduled to disburse additional funds to the CSIRO the amount of unused funds may be subtracted from the proceeding disbursement.
- c) CSIRO shall maintain a record of any such unused funds and any investment income associated therewith and report them to SPREP. CSIRO shall impose similar refund requirements on its counterparties involved in the Project.

4.6 Reallocation of funds across Project Activities

- a) Any reallocation among the Funded Activity components described in Schedule 2 resulting in a variation of more than ten percent (10%) of the previously agreed Budget for the Activity from which the funds are to be reallocated, must be approved in writing by SPREP in advance.

5. Cooperation and Consultation

- 5.1 The Project Activities to be delivered by CSIRO will complement and directly support SPREP's overall implementation of the Project. All Project Activities to be delivered by CSIRO shall be coordinated through the SPREP Project Manager and in accordance with the Project Work Plan to be established by SPREP and VMGD in collaboration with the Project Delivery Partners and endorsed by the Project Steering Committee on an annual basis.
- 5.2 Subject to direction of the Project Steering Committee a Project Technical Working Group may be established by the Executing Entities (SPREP and VMGD), with a terms of reference, to consider and provide advice on various technical aspects of the Project and the Project Activities. CSIRO will be invited to participate in the Project Technical Working Group with other Project Delivery Partners and stakeholders as may be relevant and determined through the terms of reference.

- 5.3 The Parties shall further, and subject to advice of the Project Steering Committee and/or the Project Technical Working Group, take all reasonable steps to ensure technical and design standards and specifications are coordinated across the delivery of Activities to ensure the Project as a whole is effective and maximise outcomes for Vanuatu.
- 5.4 CSIRO will contribute to the effective delivery of the project by following established governance arrangements as well as any other processes; standards and protocols to be established for the Project as reasonably required.
- 5.5 Subject to agreed tasks and budget allocations as per Schedule 1 and 2 of this Agreement, CSIRO shall be invited to have at least one Observer participant for the Project Steering Committee that will meet once annually. Sitting fees will not be paid to the CSIRO, though costs of travel (flights and accommodation) for one participant shall be met by SPREP, subject to the availability of Project funds, as agreed by the Parties. SPREP shall make remote-participation arrangements (e.g. video-conferencing) available if agreed to by the Parties.
- 5.6 The Parties shall determine and communicate to each other the persons appointed as having the authority and responsibility for the project execution activities on its behalf. Contact details for correspondence on substantive and technical matters as well as on administrative and financial matters shall be provided; any changes to these contact details shall be communicated in a timely manner.
- 5.7 Upon its discovery of any unexpected developments that could adversely impact the Activity Budget, schedule or results, a Party shall promptly notify the other Party of all pertinent information so the Parties can work together to efficiently remedy or manage the problem with minimal delay or harm to the Project.
- 5.8 Subject to agreed tasks and budget allocations as per Schedule 1 and 2 of this Agreement, CSIRO shall be invited to have at least one Observer participant for the Project Steering Committee that will meet once annually. Sitting fees will not be paid to the CSIRO, though costs of travel (flights and accommodation) for one participant shall be met by SPREP, subject to the availability of Project funds, as agreed by the Parties. SPREP shall make remote-participation arrangements (e.g. video-conferencing) available if agreed to by the Parties.
- 5.9 The Parties shall under direction and in a manner consistent with the Project Work Plan and associated advice of the Project Steering Committee and Project Technical Working Group cooperate in any public relations or publicity exercises, when such activity is deemed appropriate or useful including as may be established by project documentation to be developed through the project, such as the project communications and visibility plan.

6. Financial Management

6.1 CSIRO will ensure that:

- a) all documents related to this Agreement, including documents relating to CSIRO's Project Activities, are promptly furnished to SPREP and/or the GCF upon request, in such detail as they may reasonably request;
- b) documents are maintained adequately to record the progress of CSIRO's individual Project Activities (including its cost);
- c) documents related to CSIRO's individual Project Activities, including records evidencing CSIRO's use of the Activity Budget under the Project, that may be reasonably needed to resolve any claims or audit inquiries, are retained until at least seven (7) years after the relevant reporting period, or such longer period required to monitor;
- d) the representatives of SPREP shall be able to examine all records referred to above in the Record Keeping and Reporting section of this Agreement and shall be provided all such information concerning such records as they may from time to time reasonably request; and
- e) the information relating to Project required by the GCF Information Disclosure Policy (as has been provided by SPREP to CSIRO) is made publicly available in a timely fashion pursuant thereto.

6.2 CSIRO acknowledges that under the terms of the FAA and this Agreement, SPREP may, in its sole discretion, utilize a third-party agent to perform certain functions or activities on behalf of SPREP, including but not limited to:

- a) conducting periodic reviews, ad hoc checks, or evaluations permitted under this Agreement (or any FAA);
- b) verifying the status of the Project Activities, use of the Grant, and compliance with the terms and conditions of this Agreement or relevant FAA;
- c) CSIRO and other parties involved in the Project shall cooperate fully with such third-party agents to permit them to carry out its activities. To this end, CSIRO shall, among other things:
 - I. submit reports, and other information, documents or communications required under this Agreement to SPREP, through the third-party agent;
 - II. permit or arrange for the third party agent, in consultation and coordination with SPREP and CSIRO, to perform ad hoc site visits and/or meet with and interview its staff, consultants, contractors, or agents upon reasonable notice and at the reasonable times agreed to by CSIRO and the third party agent; and
 - III. co-operate with any third-party agents in other ways SPREP may reasonably specify).

7. Reporting

7.1 CSIRO shall:

- a) provide to SPREP all written reports on the progress of the Funded Activities in accordance with the Project Schedule outlined in Schedule 4, or as requested in writing by SPREP.
- b) Provide financial statements to SPREP regarding the use and distribution of the Funds in a manner consistent with accounting principles that are deemed acceptable to SPREP.
- c) Provide all assistance necessary regarding written or financial reports to enable SPREP to comply with the reporting obligations under the FAA.

7.2 CSIRO shall provide to SPREP the following Reports prepared in a form to be specified by SPREP or as may otherwise be agreed between the Parties:

- a) **Financial Reports:** Within thirty (30) days of the end of each six-month reporting period (each period ending: 30 June and 31 December) during the term of this Agreement, CSIRO shall provide to SPREP a Six-monthly Financial Progress Report in a form specified and to the satisfaction of SPREP containing:
 - i. Financial Report for the reporting period consisting of funded activity inflows and outflows
 - ii. A detailed expenditure report outlining expenditure against Activities
 - iii. A transaction listing / general ledger of all transactions
 - iv. Report against the Procurement Plan
- b) **Progress Reports:** Within thirty (30) days of the end of each six-month reporting period (each period ending: 30 June and 31 December) during the term of this Agreement, CSIRO shall provide to SPREP a Six-monthly Progress Report in a form specified and to the satisfaction of SPREP.

7.3 CSIRO shall provide to SPREP the Reports outlined in Clause 6.2, prepared in a form to be specified by SPREP or as may otherwise be agreed between the Parties. The Reports provided will be used by SPREP to prepare the requisite reporting to the GCF, as per the FAA. CSIRO will cooperate with and support SPREP to ensure timely submission of reports to the GCF.

7.4 CSIRO shall provide to SPREP such other reports as SPREP may require in accordance with their own rules, policies or practices in relation to the Project, and any other reports as may reasonably be requested by SPREP or the Fund in order to enable it to assess the results and impacts of the Project and/or compliance with this Agreement.

- 7.5 Based on the reports submitted to SPREP, in the event of any undue or unjustifiable delays in implementation, SPREP may choose, upon consultation with CSIRO and taking into account outstanding liabilities, to adjust the Payment Schedule of this Agreement, suspend disbursements until further progress has been made in the implementation of the Project to SPREP's reasonable satisfaction or take such other action as may be required under the relevant FAA.
- 7.6 The costs to CSIRO of such provisions referred in Clause 6 of this Agreement will be incurred by CSIRO as part of the allocated Activity Budget unless otherwise funded by SPREP.

8. Record Keeping

8.1 CSIRO will ensure that:

- a) all documents related to this Agreement, including documents relating to CSIRO's Project Activities, are promptly furnished to SPREP and/or the GCF upon request, in such detail as they may reasonably request;
- b) documents are maintained adequately to record the progress of CSIRO's individual Project Activities (including its cost and the climate change adaptation and/or mitigation benefits to be derived from it);
- c) documents related to CSIRO's individual Project Activities, including records evidencing CSIRO's use of the Activity Budget under the Project, that may be reasonably needed to resolve any claims or audit inquiries, are retained until at least seven (7) years after the relevant reporting period, or such longer period required to monitor;
- d) the representatives of SPREP and the Fund shall be able to examine all records referred to above in the Record Keeping and Reporting section of this Agreement and shall be provided all such information concerning such records as they may from time to time reasonably request; and
- e) the information relating to Project required by the GCF Information Disclosure Policy (as has been provided by SPREP to BOM) is made publicly available in a timely fashion pursuant thereto.
- f) CSIRO acknowledges that under the terms of the FAA and this Agreement the GCF or SPREP may, in its sole discretion, utilize a third-party agent to perform certain functions or activities on behalf of the GCF or SPREP, including but not limited to:
 - a) conducting periodic reviews, ad hoc checks, or evaluations permitted under this Agreement (or any FAA);
 - b) verifying the status of the Project Activities, use of the Grant, and compliance with the terms and conditions of this Agreement or relevant FAA;
 - c) CSIRO and other parties involved in the Project shall cooperate fully with such third-party agents to permit them to carry out its activities. To this end, CSIRO shall, among other things;
 - d) submit reports, and other information, documents or communications required under this Agreement to SPREP and or the GCF, through the third-party agent;
 - e) permit or arrange for the third party agent, in consultation and coordination with SPREP and CSIRO, to perform ad hoc site visits and/or meet with and interview its staff, consultants, contractors, or agents upon reasonable notice and at the reasonable times agreed to by CSIRO and the third party agent; and
 - f) co-operate with any third-party agents in other ways that the GCF, or SPREP may reasonably specify).

9. Title Rights

9.1 The following shall apply:

- a) Any Intellectual Property (IP) created during a particular Project Activity solely by employees of CSIRO shall belong to CSIRO.
- b) Any IP created of during a particular Project Activity solely by employees of SPREP shall belong to SPREP.
- c) Any IP created of during a particular Project Activity jointly by employees of CSIRO and SPREP, or a third party engaged by SPREP for the purposes of the project, shall jointly belong to CSIRO and SPREP, and any other respective party as the case may be.
- d) Any equipment and assets permanently obtained using the GCF Grant for the purpose of fulfilling this Agreement shall be the property of SPREP (unless otherwise advised by SPREP).
- e) Each Party retains ownership of its background IP (that is IP that existed prior to the Execution of the Agreement and/or exists entirely independently of the Project), and will own any improvements to its Background IP.
- f) The Parties will maintain an IP register to record the creation of new IP and use of background IP in connection with this Agreement.
- g) Each Party grants to the other Party a non-exclusive, non-transferable, royalty-free license to use background IP made available for the purposes of the Project, to the extent necessary to carry out the Project in Accordance with this Agreement and to the extent that background IP is incorporated in the Deliverables, to use, reproduce, adapt and modify such IP, for the purpose for which they are provided.
- h) Each Party grants to the other Party a non-exclusive, non-transferable, royalty-free license (including a right to sublicense) to use the Project IP they own (whether solely or jointly) that is incorporated in the Deliverables, to use, reproduce, adapt and communicate that Project IP for research purposes (including funded research and publications).
- i) Each Party may publish scientific papers and journal articles in connection with the Project and its outcomes, provided that the publishing Party acknowledges any technical input of the other Party and the GCF Grant funding, and all such publications are otherwise compliant with relevant provisions of Project Communication Plan (to be agreed between the parties).
- j) Neither Party may use the other Party's name, logo or trademarks without consent from the other Party.

10. Delay

10.1 Each Party shall notify the other in writing as soon as any delay arises in delivery (scope/scale/timing) of the Project Activities / Deliverables together with an estimate of further time and a description of any other variations which may be required for the completion of the Project Activities / Deliverables in compliance with this Agreement. The process for managing such variations will be the responsibility of the designated Agreement Managers.

11. Covenants and Warranties

11.1 CSIRO covenants (to the extent applicable) that as from the Date of this Agreement, it:

- a) shall duly perform its obligations under this Agreement;
- b) shall cause the Project to be carried out with due diligence, efficiency and in conformity with sound administrative, technical, financial, business and development practices and in conformity with relevant industry and international standards in accordance with the terms and conditions of this Agreement;

- c) shall obtain, or cause any other entity involved in the Project to obtain, all necessary licenses, approvals and consents to implement, carry out or operate any Funded Activity, all of which are to be maintained in full force and effect;
- d) shall ensure that adequate provision is made for the insurance of any goods required for the Project against hazards in accordance with prudent industry practice in the Vanuatu. Any indemnity for such insurance shall be payable in a freely usable currency to replace or repair such goods;
- e) shall ensure that: (i) except as SPREP or as the Fund may otherwise agree, all equipment and assets purchased by CSIRO using the proceeds from the GCF Grant are used exclusively for the purposes of the Project, and all facilities relevant to the Project are at all times properly operated and maintained; and (ii) whenever applicable, competent and qualified consultants and contractors are employed to achieve the objectives of the Project;
- f) shall inform SPREP of any circumstances that may substantially interfere with the performance of its obligations under this Agreement, or with its management of any Activities, or otherwise jeopardize the achievements of the Project, providing detailed information thereof to SPREP for its information promptly upon becoming aware of such circumstance;
- g) shall immediately provide or cause to provide written notice to SPREP of any legitimate claims, investigations or proceedings which, if determined adversely, could reasonably be expected to result in a material adverse effect on the ability of CSIRO to perform any of its obligations under this Agreement;
- h) shall ensure that the Grant are not used, or contractually cause it to be used by any recipients, for any illegal or improper purposes (including bribery) contrary to this Agreement or any laws of Vanuatu in which the Project is to be implemented, including by applying its own rules, policies and procedures as necessary in order to comply with the GCF Interim Policy on Prohibited Practices (as has been provided by SPREP to the CSIRO, and may be updated from time to time) and shall contractually incorporate such provisions in agreements with third parties relating to the relevant Project Activity;
- i) shall warrant, and covenant, they have complied:
 - i. with all applicable anti-money laundering and counter-terrorism financing "know your customer", and other similar checks (as is prescribed meaning in the ASA) under all laws and regulations as the case may be, and that reflect international best fiduciary standards and practices in relation to the proposed Project; and
 - ii. with anti-bribery laws and any other laws applicable to itself or such other persons and entities, as the case may be, and undertakes, that they shall not, directly or indirectly, in connection with the Project pay, offer, give, promise to pay or authorize the payment of, or solicit, receive or agree to receive, any monies or other things of value to or from anyone in order to obtain, influence, or reward any improper advantage;
- j) shall repay directly or, from other persons or entities involved, of any GCF Grant amount used by any of them for any illegal or improper purposes (including bribery) contrary to this Agreement, the FAA, and the GCF Interim Policy on Prohibited Practices; and
- k) shall ensure compliance or cause compliance of the Project with all laws applicable to it.

12. Additional Representations, Warranties and Covenants of APCC

12.1 CSIRO further represents and warrants that:

- a) On the Date of this Agreement and the date of each disbursement made by the Fund under this Agreement, there are no circumstances of which CSIRO is, or should reasonably have been, aware that may substantially interfere with the performance of CSIRO's obligations under this Agreement, or with the implementation of the Project, or otherwise jeopardize the achievements of any objectives, outcomes or outputs of the Project; and
- b) On the date of the first disbursement by SPREP under this Agreement and throughout the term of this Agreement, this Agreement remains fully in effect.

12.2 CSIRO covenants that as from the Effective Date of this Agreement it shall cooperate in SPREP's delivery of the Project's Environmental and Social Management Plan and Gender Action Plan including by anticipating and reporting on any environmental and social risks and impacts arising from the Funded Activities.

13. Confidentiality

13.1 Unless otherwise agreed in writing by the Parties, neither Party will disclose to another Party or use in any way any Confidential Information except to the extent that disclosure or use of such Confidential Information is:

- a) necessary to enable the Project Activities to be performed; or
- b) necessary to enable the Party to meet any statutory functions and obligations (including disclosures to its Minister and in response to a Parliamentary order or request); or
- c) to the extent required by law; and
- d) disclosed on a "needs to know" basis to its employees, officers and professional advisors (provided such disclosure is under similar confidential terms).

14. Disclaimer

14.1 Each Party agrees that its staff shall not be liable to the other Party or any person claiming through the other Party for:

- a) payment of any income taxes or superannuation for the other Party's personnel;
- b) loss arising through the other Parties inadequate or no insurance cover whether for life, medical, travel, luggage, personal effects or otherwise; and
- c) any other loss or damage arising indirectly under this Agreement and whether arising in contract, tort or otherwise, unless caused by a negligent act or omission of that Party.

15. Liability

15.1 The following shall apply:

- a) Each Party shall perform the Project and this Agreement with due professional care and skill.
- b) Each Party shall have full regard to the other's interests and not knowingly take any action that might adversely affect the other.
- c) Each Party uses the Deliverables at its own risk. Notwithstanding 10.1(b) of the ToR, neither Party will be responsible for the consequences of any third party using or relying on the specified Project Deliverables.
- d) Each Party shall make appropriate insurance or other arrangements for any liability it may incur in relation to this Agreement.
- e) CSIRO agrees to indemnify SPREP against any and all claims, demands, losses, causes of action, damage, lawsuits, judgements, including reasonable lawyer's fees and costs, arising from:
 - i. any negligent act or omission by CSIRO (including any of its personnel) in connection with this Agreement;
 - ii. any breach by CSIRO (including any of its personnel) of its Obligations under this Agreement;
 - iii. any unauthorized use or disclosure by CSIRO (including its personnel) of SPREP's Confidential Information held or controlled in connection with this Agreement;
 - iv. Intellectual property breaches by CSIRO in performing this Agreement.

- f) CSIRO's liability to indemnify SPREP under this clause 8(e) will be reduced proportionately to the extent that any act or omission by SPREP contributed to the damages, losses, costs, claims or liability incurred by SPREP.
- g) Neither Party will be responsible to the other Party for any special or consequential losses or damage (including loss of anticipated income or profits) arising under this Agreement.

16. Termination

16.1 Either Party may terminate this Agreement at any time by giving the other thirty days' notice in writing of its intention to do so.

- a) Upon receipt of a notice to terminate:
 - i. The Parties will take all action necessary to cancel outstanding commitments relating to this Agreement and will use their best efforts to honour their respective prior commitments.
 - ii. Payments will be made for work satisfactorily completed up to the time of termination, up to the stated maximum.
- b) CSIRO will return all unexpended funds, or funds not otherwise already committed as part of implementation of the Project Work plan within 30 Days of the final date of termination of this Agreement.
- c) Termination or expiry of this Agreement will not prejudice any rights or obligations of the Parties which exist, whether under this Agreement, at law or otherwise, prior to termination or expiry.
- d) Clauses 13, 15, 16, 17 and 18, and any other relevant provisions, will survive the termination or expiry of this Agreement.

17. Applicable Law

17.1 This Agreement shall be governed by principles of Singapore law, and subject to the jurisdiction of Singaporean courts.

18. Dispute resolution

- 18.1 The Parties shall cooperate to carry out their obligations in good faith and shall endeavour to resolve any disagreement in an amicable manner, including through escalation to senior representatives of each Party where necessary and appropriate.
- 18.2 The Party claiming that a dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or invalidity thereof exists must give the other Party written notice of such Dispute together with details of that dispute.
- 18.3 If the dispute is not resolved by good faith consultations within 60 days of issue of the notice of Dispute, the parties may turn to arbitration in Singapore (Applicable Law) or otherwise agreed upon by both parties to resolve the Dispute.
- 18.4 This clause 18 does not prevent either Party from seeking urgent interlocutory relief.

19. Variation of Agreement

19.1 This Agreement may only be varied by written agreement of the Parties including:

- a) For reasons consistent with specified provisions under clause 10 (Delay) of this Agreement.
- b) if the terms and conditions in the Clauses of this Agreement are found to be materially inconsistent with any relevant terms and conditions of the clauses of the GCF FAA (Annex A).

20. Agreement Manager

20.1 The Agreement Managers for this Agreement are responsible for managing the Agreement, including:

- a) Managing the relationship between the Parties.
- b) Overseeing the effective implementation of this Agreement.
- c) Act as a first point of contact, on behalf of the Parties for any issues that arise.
- d) Address and resolve any issues in a prompt manner.

20.2 The Contract Managers for the Parties shall be:

- a) For SPREP:
 - The Director, Climate Change Resilience Programme.
- b) For CSIRO:
 - The Climate Science Centre Program Manager, Dr Geoff Gooley.

20.3 Changing the Agreement Manager:

- a) If a Party changes its Agreement Manager it must tell the other Party, in writing, the name and contact details of the replacement within 5 business days of the change.

21. Counterparts

21.1 This Agreement may be executed in any number of counterparts (including by facsimile or electronic copies) each of which, when taken together, will constitute one and the same document.

22. Other

22.1 The terms of this Agreement is the entire agreement and override any contrary terms contained in any invoice, purchase order or other documentation issued by either CSIRO or SPREP in relation to the Project.

22.2 Neither Party may assign or novate the Agreement whether in whole or in part.

22.3 This Agreement does not create a relationship of employment, agency, joint venture or partnership between the Parties. A Party must not represent itself, and must ensure its personnel do not represent themselves, as being an employee, partner, joint venture or agent of the other party; or having any authority to act on behalf of the other Party or to bind the other Party to any course of action.

22.4 If any term of this Agreement is prohibited, void or unenforceable under any applicable law, it will be severed to the extent necessary to make this Agreement valid and enforceable. The severance of a term will not affect the validity or enforceability of the remaining terms of this Agreement.

Should these terms and conditions be acceptable to you, please sign below, also initial each page of the Agreement, its schedule and attachments, and return one copy of each to me.

Yours sincerely,



for

Kosi Latu
Director General
SPREP



Andreas Schiller
Acting Oceans & Atmosphere Director
CSIRO

Date: 18/2/2021

Date: 01/03/2021

In the presence of:



Name of witness

Sandra MacMillan

Name of witness



Signature of witness



Signature of witness

18/2/21

Date

01/03/2021

Date

Schedule 1 : Project Implementation Workplan

Schedule 2: Activity Budget

Component	Output	Activity	Funding Source	Lead/Recipient	Budget Account	Description	2018		2019		2020		2021		2022		Total Budget (per budget category)		Total Budget (per sub-outcome)		Total Budget (per outcome)																																																															
							Co-Finance	GCF	Co-Finance	GCF	Co-Finance	GCF	Co-Finance	GCF	Co-Finance	GCF	Co-Finance	GCF	Co-Finance	GCF	Co-Finance	GCF	Co-Finance	GCF																																																												
Component 1: Strengthen the VMGD Platform to provide quality climate data and information for CIS	Output 1.1: Strengthened climate information systems and improved data and interfaces	Building and strengthening interfaces to support CIS Sub-activity 1.1.2.3 Vanuatu Climate Futures portal for delivery of climate change projections	GCF	CSIRO	Staff																																																																															
							Output 1.2: Research, monitoring and reporting to support CIS tools and update	Long-term projections for key climate variables and climate extremes for Vanuatu	Activity 1.2.3	GCF	CSIRO	Staff																																																																								
														Output 1.3: Research, monitoring and reporting to support CIS tools and update	Long-term projections for key climate variables and climate extremes for Vanuatu	Activity 1.2.3	GCF	CSIRO	Staff																																																																	
																					Output 1.4: Research, monitoring and reporting to support CIS tools and update	Risk assessments for sectors, outreach to meet user needs	Activity 1.2.4	GCF	CSIRO	Staff																																																										
																												Output 1.5: Research, monitoring and reporting to support CIS tools and update	Vulnerability mapping of the coastal zone in Vanuatu	Activity 1.2.5	GCF	CSIRO	Staff																																																			
																																			Output 1.6: Research, monitoring and reporting to support CIS tools and update	Develop ocean acidification maps	Activity 1.2.5	GCF	CSIRO	Staff																																												
																																										Output 1.7: Research, monitoring and reporting to support CIS tools and update	Develop ocean acidification maps	Activity 1.2.5	GCF	CSIRO	Staff																																					
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Output 1.11: Research, monitoring and reporting to support CIS tools and update	Develop ocean acidification maps	Activity 1.2.5	GCF	CSIRO	Staff																																																																															
							Output 1.12: Research, monitoring and reporting to support CIS tools and update	Develop ocean acidification maps	Activity 1.2.5	GCF	CSIRO	Staff																																																																								
														Output 1.13: Research, monitoring and reporting to support CIS tools and update	Develop ocean acidification maps	Activity 1.2.5	GCF	CSIRO	Staff																																																																	
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																																										Output 1.17: Research, monitoring and reporting to support CIS tools and update	Develop ocean acidification maps	Activity 1.2.5	GCF	CSIRO	Staff																																					
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Output 1.21: Research, monitoring and reporting to support CIS tools and update	Develop ocean acidification maps	Activity 1.2.5	GCF	CSIRO	Staff																																																																															
							Output 1.22: Research, monitoring and reporting to support CIS tools and update	Develop ocean acidification maps	Activity 1.2.5	GCF	CSIRO	Staff																																																																								
														Output 1.23: Research, monitoring and reporting to support CIS tools and update	Develop ocean acidification maps	Activity 1.2.5	GCF	CSIRO	Staff																																																																	
																					Output 1.24: Research, monitoring and reporting to support CIS tools and update	Develop ocean acidification maps	Activity 1.2.5	GCF	CSIRO	Staff																																																										
																												Output 1.25: Research, monitoring and reporting to support CIS tools and update	Develop ocean acidification maps	Activity 1.2.5	GCF	CSIRO	Staff																																																			
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																																										Output 1.27: Research, monitoring and reporting to support CIS tools and update	Develop ocean acidification maps	Activity 1.2.5	GCF	CSIRO	Staff																																					
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Output 1.31: Research, monitoring and reporting to support CIS tools and update	Develop ocean acidification maps	Activity 1.2.5	GCF	CSIRO	Staff																																																																															
							Output 1.32: Research, monitoring and reporting to support CIS tools and update	Develop ocean acidification maps	Activity 1.2.5	GCF	CSIRO	Staff																																																																								
														Output 1.33: Research, monitoring and reporting to support CIS tools and update	Develop ocean acidification maps	Activity 1.2.5	GCF	CSIRO	Staff																																																																	
																					Output 1.34: Research, monitoring and reporting to support CIS tools and update	Develop ocean acidification maps	Activity 1.2.5	GCF	CSIRO	Staff																																																										
																												Output 1.35: Research, monitoring and reporting to support CIS tools and update	Develop ocean acidification maps	Activity 1.2.5	GCF	CSIRO	Staff																																																			
																																			Output 1.36: Research, monitoring and reporting to support CIS tools and update	Develop ocean acidification maps	Activity 1.2.5	GCF	CSIRO	Staff																																												
																																										Output 1.37: Research, monitoring and reporting to support CIS tools and update	Develop ocean acidification maps	Activity 1.2.5	GCF	CSIRO	Staff																																					
																																																	Output 1.38: Research, monitoring and reporting to support CIS tools and update	Develop ocean acidification maps	Activity 1.2.5	GCF	CSIRO	Staff																														
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Output 1.41: Research, monitoring and reporting to support CIS tools and update	Develop ocean acidification maps	Activity 1.2.5	GCF	CSIRO	Staff																																																																															
							Output 1.42: Research, monitoring and reporting to support																																																																													

Schedule 3: CSIRO Workshop Budget

Output	Activity	Sub-Activity	Level / Recipient of Funds	Budget Account Description	2020	2021	2022	Total Budget	Budget Notes
					GCF	GCF	GCF		
Output 1.2. Research, modelling and prediction to support CIS tools and uptake	Activity 1.2.3 Long-term projections for key climate variables and climate extremes for Vanuatu	Sub-activity 1.2.3.2 Downscaled projections ground-truthed and outreach to target non-lead users	CSIRO	Workshop / Training / Conference	15,500.00	15,500.00		31,000.00	A111
			CSIRO	Workshop / Training / Conference	24,000.00	8,000.00		32,000.00	A121
			CSIRO	Workshop / Training / Conference	16,000.00	12,500.00		28,500.00	A131
Output 1.2. Research, modelling and prediction to support CIS tools and uptake	Activity 1.2.4 Risk-based coastal and other climate hazard analysis and mapping	Sub-activity 1.2.4.2 Developing projected extreme sea level probabilities for designated coastal 'hotspots'	CSIRO	Workshop / Training / Conference	4,500.00	4,500.00		9,000.00	A141
			CSIRO	Workshop / Training / Conference	4,500.00	4,500.00		9,000.00	A141
CSIRO WORKSHOP BUDGET					60,000.00	40,500.00	4,500.00	105,000.00	

Output	Activity	Sub-Activity	2020			2021			2022			TOTAL	Budget Notes	
			TOTAL BUDGET	CSIRO	PMU	TOTAL BUDGET	CSIRO	PMU	TOTAL BUDGET	DP	PMU			CSIRO
Output 1.2. Research, modelling and prediction to support CIS tools and uptake	Activity 1.2.3 Long-term projections for key climate variables and climate extremes for Vanuatu	Sub-activity 1.2.3.2 Downscaled projections ground-truthed and outreach to target non-lead users	15,500.00	4,250.00	11,250.00	15,500.00	4,250.00	11,250.00				8,500.00	22,500.00	A111
			24,000.00	6,000.00	18,000.00	8,000.00	2,000.00	6,000.00				8,000.00	24,000.00	A121
			16,000.00	4,000.00	12,000.00	12,500.00	3,125.00	9,375.00	-				7,125.00	21,375.00
Output 1.2. Research, modelling and prediction to support CIS tools and uptake	Activity 1.2.4 Risk-based coastal and other climate hazard analysis and mapping	Sub-activity 1.2.4.2 Developing projected extreme sea level probabilities for designated coastal 'hotspots'	4,500.00	1,125.00	3,375.00	4,500.00	1,125.00	3,375.00				4,500.00	10,125.00	A141
			4,500.00	1,125.00	3,375.00	4,500.00	1,125.00	3,375.00				4,500.00	10,125.00	A141
CSIRO WORKSHOP BUDGET			60,000.00	15,375.00	44,625.00	40,500.00	10,500.00	30,000.00	4,500.00	1,125.00	3,375.00	78,000.00		

Schedule 4: Milestone and Payment Schedule

Milestone #	Due Date	Milestone	Deliverable and Achievement Criteria	Payment (USD)	Payment % of budget
1	31 December 2018	Delivery Partner Agreement	Delivery Partner Agreement signed by both Parties	\$20,000	1%
2	30 September 2019	2019 Six-month Workplan	Submission and approval by the GCF of the 2019 six-month workplan	\$443,800	17%
3	31 July 2020	Six-month Progress and Financial Report	Submission and approval of the Six-month Progress and Financial Report for the period 1 January – 30 June 2020 Submission and approval of the forthcoming year's (CSIRO) Project Workplan and budget	\$683,375	29%
4	31 July 2020	Delivery Partner Agreement: Variation #1	Variation to the Delivery Partner Agreement outlining revised (CSIRO) Project Workplan and (CSIRO) Activity budget, signed by both Parties	\$0	0%
5	31 January 2021	Six-month Progress and Financial Report	Submission and approval of the Six-month Progress and Financial Report for the period 1 July – 31 December 2020 Submission and approval of the forthcoming year's (CSIRO) Project Workplan and (CSIRO) Activity Budget	\$950,725	14%

6	31 July 2021	Six-month Progress and Financial Report	Submission and approval of the Six-month Progress and Financial Report for the period 1 January – 30 June 2021	\$196,115	20%
7	31 January 2022	Six-month Progress and Financial Report	Submission and approval of the Six-month Progress and Financial Report for the period 1 July – 31 December 2021 Submission and approval of the forthcoming year's CSIRO) Project Workplan and (CSIRO) Activity Budget	\$264,985	10%
Total				\$2,559,000	100%

Note: Milestone and payment schedule excludes the funding for workshops (\$78,000) to be managed by SPREP Executing Entity (PMU) on behalf of CSIRO

Annex 1: Funded Activity Agreement (FAA)