

SPREP ACTION FILE <u>AP 6/12/11</u> DATE 14 APR 2021 ACTION OFFICER <u>File</u>
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AGREEMENT

This Agreement (the "Agreement") is made and entered into as of April 1, 2021 (the Effective Date) between **J-PRISM II (Japanese Technical Cooperation Project for Promotion of Regional Initiative on Solid Waste Management in Pacific Islands Countries Phase II)** Project Office, Vailima, SAMOA and **The Secretariat of the Pacific Regional Environment Programme (SPREP)**, Vailima, Samoa (the Parties).

1. Services

The Parties hereby agrees to the terms and conditions set forth in Attachment, which forms part of this Agreement, as may be modified from time to time, and as incorporated herein. During the term of this Agreement, the Parties shall have the right to request reasonable changes to the scope of the Services described within the Attachment. All changes shall be in writing and signed by authorized representative of the Parties.

2. Term of Agreement

This Agreement shall be effective April 1, 2021 through March 31, 2022. This Agreement may not be extended, amended, supplemented, or modified in any respect except by written agreement signed by both Parties, or early termination pursuant to section 5 below. All activities and expenditures must occur during the agreement period set forth above to be reimbursable.

3. Compensation

In consideration of SPREP's provision of the Services, J-PRISM II shall pay SPREP an agreed amount per month for the Services as described in Attachment.

4. Payment Terms

All payments shall be made as described in the Attachment.

5. Termination

Either Party may terminate this Agreement at any time upon thirty (30) days prior written notice. In such event, J-PRISM II shall be obligated to pay for all services, orders, materials, or facilities provided or committed by SPREP in good faith prior to the effective date of termination. However, if J-PRISM II terminates this Agreement due to a material breach by SPREP, J-PRISM II may withhold payment for any such unsatisfactory Services.

6. Indemnification

Both Parties hereby covenant and agree to indemnify the other and to defend and hold each other harmless from and against any and all liabilities, damages, costs and expenses (including reasonable attorney's fees) arising out of or resulting from any claim, action or other proceeding (including any proceeding by any of either Party's employees, agents and contractors) related to or arising out of the performance of the Services under this Agreement.

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7. Relationship of J-PRISM II and SPREP

- a. Neither Party is an employee, agent or assignee of the other for any purposes whatsoever. Accordingly, each Party shall be solely responsible for all matters relating to the employment of its personnel including, but not limited to, compliance with all applicable workers' compensation and any other laws and regulations governing such matters. Neither Party shall provide the other with any insurance or other benefits including, but not limited to, unemployment, medical, dental, worker's compensation and/or disability insurance.
- b. Neither Party has the right or authority to assume or create any obligation of any kind or to make any representation or warranty, whether expressed or implied, on behalf of the other.

8. Confidential Matters and Proprietary Information.

During the course of this Agreement, either Party may acquire confidential information or trade secrets of the other ("Confidential Information"). Each Party agrees to keep all such Confidential Information in a secure place, and further agrees not to publish, communicate, divulge, use, or disclose, directly or indirectly, for his own benefit or for the benefit of another, either during or after performance of this Agreement, any of the Confidential Information, except as may be require by law or this Agreement. Upon termination or expiration of this Agreement, each Party shall deliver all Confidential Information produced or acquired during the performance of this Agreement and all copies thereof to the other. This obligation of confidence shall not apply with respect to information that is (a) available to the receiving party from third parties on an unrestricted basis; (b) independently developed by the receiving party; or (c) disclosed by the other party to others on an unrestricted basis.

9. Choice of Law; Arbitration.

This Agreement shall be construed and enforced in accordance with the laws of Samoa. Any controversy or claim arising out of or relating to this Agreement or the breach thereof, after all other avenues have been exhausted, shall be settled by arbitration in accordance with the provisions of The Arbitration Act 1976 (Samoa).

10. Compliance with Law.

SPREP will cause the Services performed hereunder to conform to all requirements of all applicable laws, rules and regulations including, but not limited to, laws relating to equal employment opportunity, as well as all the generally accepted standards applicable to such work.

11. Entire Agreement.

This Agreement supersedes all prior oral or written agreements between the Parties and constitutes the entire Agreement between the Parties.



12. Notices.

Notice under this Agreement shall be deemed to have been sufficiently given, either when served personally or when sent by registered mail addressed to the Parties at the addresses set forth below. J-PRISM II shall not be liable for, nor shall SPREP be liable to perform, services or expenses incurred after the receipt of notice of termination.

Date of Agreement: 31 of March, 2021

If to SPREP:



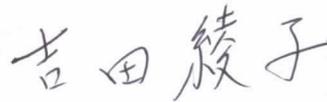
Petra Chan Tung

C/O SPREP

PO Box 240, Apia

Samoa

If to J-PRISM II:



Ayako Yoshida

C/O SPREP

PO Box 240, Apia

Samoa

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above.

Secretariat of the Pacific
Regional Environment
Programme (SPREP)

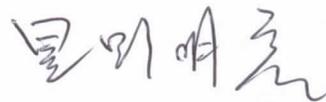


Kosi Latu

Director General

SPREP

Japan International Cooperation Agency
(JICA) Samoa Office



Akihiko Hoshino

Resident Representative

JICA Samoa Office



ATTACHMENT

I. Location of J-PRISM II Members

1. The SPREP Headquarters will house the J-PRISM II staff members of Japan International Cooperation Agency.

II. Office Space, Utilities & Rent

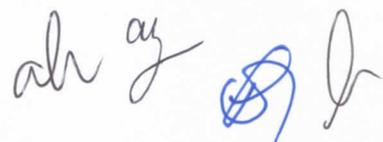
2. SPREP will provide for the location on a commercial rate basis (less floor space charge) an enclosed office space of approximately 10 feet x 5.667 feet per person for housing J-PRISM II staff members within Building F of the SPREP Headquarters.
3. J-PRISM II will pay the SPREP a Rent and Services Fee based on the total cost of the utilities and domestic services and other outgoings provided, as mutually agreed. The Rent and Services Fee will be charged at **US\$354.19 per month per space, paid in equivalent Samoan Tala by monthly installments** within 10 days upon reception by the J-PRISM II of an invoice from SPREP. J-PRISM II will let SPREP know the number of personnel if any change without any delay, and SPREP will reflect it on the invoice.
4. J-PRISM II staff members will have access to the following utilities of the SPREP Headquarters: free parking, electricity, water, a direct phone line, IT network lines, security, pigeon hole, office cleaning, air conditioning, morning tea facilities, toilets, and conference rooms (for small information meetings and video conferences). No Secretarial or accounting services will be provided by SPREP under this agreement.
5. J-PRISM II staffs members will be provided with basic office furniture, including one desk/table, one filing cabinet and one book shelf. Any other furniture and equipment requirement will be at the expense of J-PRISM II.
6. J-PRISM II will be responsible for the purchase and cost of office consumables and stationery required for its own staff members.

III. Conference Room, Entertainment Fale, Training and Education Centre for workshops and meetings

7. SPREP make these facilities available, as needed and depending on availability, on a cost basis at the rate charged to CROP agencies.

IV. Invoicing of Actual Costs

SPREP will be charging actual cost for telephone, fax, e-mail, and postage to be incurred by J-PRISM II to be paid following provision of a monthly invoice with an itemized statement by SPREP.



In addition to the above, usage of video conference facility will be charged at US\$150.00 (all charges inclusive) per use, paid in equivalent Samoan Tala by the J-PRISM II. SPREP's Social Club will also charge for social club activities the monthly sum of \$40 WST per programme officer and \$12 WST per support staff.

V. Other Provisions

8. J-PRISM II will be responsible for its own corporate image, separate from SPREP, for its communications, promotions, public relations and advertising including letterheads, business cards, e-mail and website addresses, promotional material, logo, signs and displays.
9. J-PRISM II is authorized to post separate signage, at its own expense and in consultation with SPREP, in the vicinity of existing SPREP signs and boards, and on its office door, to advertise the housing of the J-PRISM II staff members within the SPREP Headquarters.

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