



AMENDMENT TO

Agreement to implement the Intra-ACP GCCA+ Pacific Adaptation to Climate Change and Resilience Building (PACRES) in Samoa
Signed October 2020.

Amendment #1

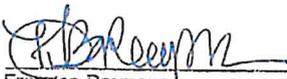
The Amendment # 1 is required to extend the Agreement duration to 31 March 2023 and reduce foreign currency exchange exposure.

Amendments to the Agreement are:

Clause 2 b)	Replace 31 October 2021 with 31 March 2023
Clause 3 a)	Delete Clause 3 a) and replace as follows: "The total value of this agreement is up to € 10,000 and USD 101,837"
Clause 3 c)	Replace €50,000 with USD56,576
Clause 3 d)	Replace €40,000 with USD45,261
Clause 3 e)	Replace 31 October 2021 with 31 March 2023
ToRs Duration of the Agreement	Replace 31 October 2021 with 31 March 2023


Kosi Latu
Director General
SPREP

Date: 17/6/2021


Frances Reupena
Chief Executive Officer
MNRE

Date: 24/06/21

PO Box 240, Apia, Samoa T +685 21929 F +685 20231 sprep@sprep.org www.sprep.org

A resilient Pacific environment sustaining our livelihoods and natural heritage in harmony with our cultures.



PARTNERSHIP AGREEMENT

MNRE COPY

Agreement to implement the Intra-ACP GCCA+ Pacific Adaptation to Climate Change and Resilience Building (PACRES) in Samoa

between

The Secretariat of the Pacific Regional Environment Programme (SPREP)

and

The Ministry of Natural Resources and Environment, Government of Samoa

(together, "the Parties")

Dear Mr Ulu Bismarck Crawley

This Agreement with SPREP is in accordance with the following terms and conditions.

This Agreement is made under and is subject to the MOU between SPREP and MNRE signed in June 2020.

Interpretation

"Confidential Information" means any information (in any form) expressly marked or designated as "confidential" that MNRE discloses to SPREP or SPREP discloses to MNRE 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 MNRE before disclosure by SPREP or rightfully known by SPREP before disclosure by MNRE, or (iii) independently created or obtained by MNRE 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) as contained in the Terms of Reference.

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

"Extraordinary Event" An event that is beyond the reasonable control of the Party immediately affected by the event. An Extraordinary Event does not include any risk or event that the Party claiming could have prevented or overcome by taking reasonable care. Examples include:

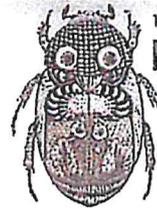
- a. acts of God such as lightning strikes, earthquakes, tsunamis, volcanic eruptions, floods, storms, explosions, fires, pandemics and any natural disaster;
- b. acts of war (whether declared or not), invasion, actions of foreign enemies, military mobilisation, requisition or embargo;
- c. acts of public enemies, terrorism, riots, civil commotion, malicious damage, sabotage, rebellion, insurrection, revolution or military usurped power or civil war,
- d. nationalisation, government sanctions, travel bans, embargoes, labour disputes, strikes or lockouts
- e. contamination by radioactivity from nuclear substances or germ warfare or any other such hazardous events.

"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



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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.

"Services" means the work to be done under the Terms of Reference.

1. Terms of Reference for Services & Deliverables

The Terms of Reference are set out in the Attachment which forms part of this Agreement.

Deliverables are to be submitted to SPREP in accordance with the Terms of Reference.

2. Duration

- a) The work will commence as soon as the agreement is signed by both parties.
- b) The work will finish no later than 31 October 2021.

3. Remuneration

- a) The total value of this agreement is up to €100,000
- b) An initial payment of €10,000 (10%) upon signing of the agreement;
- c) A further payment of €50,000 (50%) upon receipt of a report from MNRE on requirements for rainwater harvesting systems for vulnerable families in the Matautu villages in Savaii;
- d) A final payment of €40,000 (40%) upon receipt of a satisfactory progress report on implementation of deliverables and financial expenditure from MNRE three months after the second payment.
- e) Any funds not expended by MNRE by 31 October 2021 will be returned to SPREP.

4. Travel

Travel undertaken to project sites in implementation of this agreement and any associated community consultations are included in the value of this agreement. Details of costs and payments for travel and community consultations will be included in quarterly reports for the period in which the travel is undertaken.

5. Status of Partner

The status of the Partners shall be as agencies of equal standing according to the spirit and tenor of the MOU.

6. Title Rights

- a) Other than material purchased by MNRE from MNRE's own funds, any material permanently obtained for the purpose of fulfilling this Agreement shall be the property of SPREP.
- b) Unless otherwise stated in this Agreement, intellectual property shall be the property of SPREP.
- c) Any intellectual property conceived during this agreement jointly by employees of MNRE and SPREP shall jointly belong to MNRE and SPREP.

7. Delay

MNRE must notify SPREP in writing as soon as MNRE becomes aware of circumstances (including any Dependency or an Extraordinary Event) which may give rise to delay together with an estimate of further time required for the completion of the Services and the Parties will consult in good faith as to how to proceed.



In event of any Dependency affecting MNRE's ability to provide the Services and notified under this clause, then the Parties will, as appropriate, also consult in good faith to agree an extension of time, variation to the Services and/or variation to the Remuneration accordingly.

Neither Party will be liable for a breach of its obligations under this Agreement to the extent that the performance of such obligations is prevented by an Extraordinary Event. If an Extraordinary Event affects a Party's ability to perform its obligations under this Agreement for a period of sixty (60) consecutive Business Days, then either Party may (subject to the cessation of the Extraordinary event) terminate this Agreement upon ten (10) Business Days' notice.

The Parties agree that the following are Dependencies under this Agreement:

- Travel restrictions or bans affecting ability to travel
- The ability of MNRE to secure reasonable input from experts and identified stakeholders due to their inability to use video-conferencing facilities
- Timely provision of all information, approvals and assistance by SPREP that MNRE reasonably requires to provide the Services.

8. Confidentiality

Unless otherwise stated in this Agreement or as otherwise agreed in writing by the Parties, neither Party will disclose or use in any way any Confidential Information except to the extent that disclosure or use of such Confidential Information is necessary to enable the Services to be performed.

9. Disclaimer

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

- a) payment of any income taxes or superannuation;
- b) loss arising through inadequate or no insurance cover whether for life, medical, travel, luggage, personal effects or otherwise;
- 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.

10. Liability

- a) Each Party shall perform the Services 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.
- d) Each Party shall make appropriate insurance or other arrangements for any liability it may incur in relation to this Agreement.

11. Termination

- a) Either Party may terminate this Agreement at any time by giving the other ten days' notice in writing of its intention to do so.
- b) Upon receipt of a notice to terminate:
 - (i) the Parties will take all action necessary to cancel outstanding commitments relating to the Services under 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.
- c) MNRE will return all unexpended funds.



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- d) 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.
- e) Clauses 6, 8, 9, 10 and 11, and any other relevant provisions, will survive the termination or expiry of this Agreement.

12. Applicable Law

This Agreement shall be governed by the laws of Samoa.

13. Dispute resolution

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 use of mediation and conciliation processes.

14. Variation of Agreement

This Agreement may be varied by written agreement of the Parties.

15. Contract Manager

a) Dr Martin Sharp of SPREP and Ms Anne Rasmussen ACEO Climate Change and GEF Division, MNRE as the Contract Managers are responsible for managing the Contract, including:

1. Managing the relationship between the Parties
2. Overseeing the effective implementation of this Contract
3. Act as a first point of contact for any issues that arise, and
4. Address and resolve any issues in a prompt manner.

b) Changing the Contract Manager

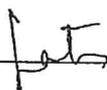
If a Party changes its Contract Manager it must tell the other Party, in writing, the name and contact details of the replacement within 5 business days of the change.

16. Counterparts

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.

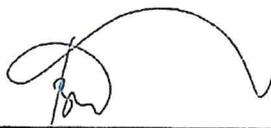
Should these terms and conditions be acceptable to you, please sign below, also initial each page of the Agreement and its attachment and return one copy of each to me.

Yours sincerely,



Kosi Latu
Director General
SPREP

Date: 07/10/2020



Ulu Bismarck Crawley
Chief Executive Officer
MNRE

Date:



ATTACHMENT

TERMS OF REFERENCE

IMPLEMENTATION OF THE INTRA-ACP GCCA+ PACIFIC ADAPTATION TO CLIMATE CHANGE
AND RESILIENCE BUILDING (PACRES) IN SAMOA

Background and Rationale

Samoa is one of five Pacific ACP countries where the €12 million EU funded Intra-ACP GCCA+ Pacific Adaptation to Climate Change and Resilience Building (PACRES) is scaling up climate change adaptation pilots. This work is being implemented jointly by the Secretariat of the Pacific Regional Environment Programme (SPREP), the Pacific Community (SPC) and the University of the South Pacific (USP).

The project in Samoa is being implemented in partnership with MNRE.

One specific activity under the SPREP funded component of the project is the improvement of water security for vulnerable families in the Matautu villages in Savaii.

Services Required

SPREP is seeking the services of MNRE to improve water security for vulnerable families in the Matautu villages in Savaii.

Scope of work

The scope of work or services includes the following activities/deliverables:

1. Assessment of requirements for rainwater harvesting systems for vulnerable families in the Matautu villages in Savaii;
2. Based on the assessment under (1) above, procurement and installation of rainwater harvesting system for vulnerable families;
3. Quarterly reports to the PACRES Project Management Unit (PMU) on project implementation including schedule, expenditure and any issues that may affect project delivery; and
4. Preparation of a project closure report.

Budget allocation

The budget for delivery of these services is:

- Procurement and installation of rainwater harvesting systems (including the assessment of requirements and any costs associated with travel to and from Savaii and community consultations) – €100,000

Reporting and due dates

The following table provides details of reporting obligations and due dates under this Agreement.

	Reporting	Due date
1	Initial report on implementation of activities/deliverables described in the scope of work above and financial expenditure	3 months after signature of the Agreement



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2	Second report on implementation of activities/deliverables described in the scope of work above and financial expenditure	6 months after signature of the Agreement
3	Third report on implementation of activities/deliverables described in the scope of work above and financial expenditure	9 months after signature of the Agreement
4	Final report on implementation of activities/deliverables described in the scope of work above and financial expenditure	Within 3 months of completion of work under the Agreement

Duration of the Agreement

The services described under this Agreement will commence as soon as practicable and be completed no later than 31 October 2021.



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between

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SPREP
ACTION FILE AP 1/6/1
16 OCT 2020
ACTION OFFICER EMMA

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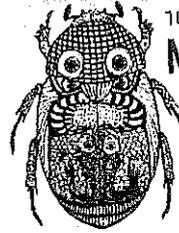
- acts of God such as lightning strikes, earthquakes, tsunamis, volcanic eruptions, floods, storms, explosions, fires, pandemics and any natural disaster;
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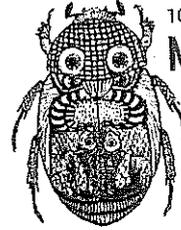
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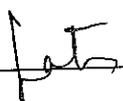
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Yours sincerely,


Kosi Latu
Director General
SPREP

Date:

07/10/2020


Ulu Bismarck Crawley
Chief Executive Officer
MNRE

Date:



ATTACHMENT

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Background and Rationale

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Budget allocation

The budget for delivery of these services is:

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Reporting and due dates

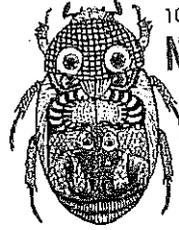
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Duration of the Agreement

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