

## PARTNERSHIP AGREEMENT

AP 1/4/3

2 May 2019

**The Nature Conservancy (TNC) – Pacific Division**

**Agreement for an 'Indicator-based reporting for Regional State of Environment and Conservation reporting for Oceania'**

between

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

and

**The Nature Conservancy (TNC) – Pacific Division**

(individually, "Party"; together, "the Parties")

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Dear **The Nature Conservancy (TNC) – Pacific Division**,

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

This Agreement is made under and is subject to the MOU between SPREP and The Nature Conservancy (TNC), dated and signed 19 April 2019 (the MOU).

### **Interpretation**

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

"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.

"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 1 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 in May 2019
- b) The work will finish on 30 December 2019

## **3. Remuneration**

- a) SPREP will pay TNC a total of USD 100,000, as per the Milestones and payment schedule outlined in Attachment 2, to carry out the activities agreed upon in the attached Terms of Reference (Attachment 1).

## **4. Travel**

If travel is required, apart from travel mentioned in the Terms of Reference (extra of USD100,000):

- a) SPREP will provide the TNC with a return economy airfare by the most direct and economical route available.
- b) A per diem allowance at current SPREP rates on the approved itinerary will be paid in advance by SPREP, or where appropriate by the agreed work commencement date.
- c) If there are any variations to the initially approved itinerary, a reconciliation of actual entitlement against actual advance must be submitted to SPREP at the completion of the Agreement and any refunds by either Party made at that time.

## **5. Status of TNC**

The status of TNC shall be as an agency of equal standing according to the spirit and tenor of the MOU.

## **6. Title Rights**

- a) Any intellectual property conceived of during a particular project solely by employees of TNC shall belong to TNC.
- b) Any intellectual property conceived of during a particular project solely by employees of SPREP shall belong to SPREP.
- c) Any intellectual property conceived of during a particular project jointly by employees of TNC and SPREP shall jointly belong to TNC and SPREP.
- d) Any data and references collected, developed or cited shall be made available to SPREP and SPREP members via the Pacific Environment Portal

## **7. Delay**

Each Party shall notify the other as soon as any delay arises beyond the Party's control together with an estimate of further time required for the completion of 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 for Party's personnel;
- 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 of SPREP.

## **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) Each Party will return all unexpended funds.
- 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 and subject to the jurisdiction of Samoan Courts.

## **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, prior to taking any Court action.

## **14. Variation of Agreement**

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

**15. Contract Manager**

a) Paul Anderson of the SPREP Inform Project and Trina Leberer of TNC as the Contract Managers are responsible for managing the Contract, including:

- i) Managing the relationship between the Parties
- ii. Overseeing the effective implementation of this Contract
- iii. Act as a first point of contact for any issues that arise and,
- iv. 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,



for  
Kosi Latu  
Director General  
SPREP

Date: 15/3/19



Trina Leberer  
Director  
TNC – Pacific Division

Date: 30 May 2019

## ATTACHMENT 1

### TERMS OF REFERENCE

#### The development of the 2019 Regional State of Environment and Conservation Report.

#### 1.0 TNC Objectives

TNC will meet the following objectives:

- 1.1.1 Develop the Regional State of Environment Report using a regional indicator-based reporting process, regional template (developed and provided by SPREP), and national/regional data. The final document will be annotated, illustrated and ready for design and layout.
- 1.1.2 Develop a State of Conservation Report (SOCO) based upon the outcomes of the Regional State of Environment Report developed in 1.1.1. This SOCO will consist of a selected subset of SOE indicator assessments, preceded by a separate introduction.
- 1.1.3 Develop a Regional Response Document based upon the outcomes of indicator base assessments developed in 1.1.1 and linking it to key regional strategies including the Framework for Nature Conservation, Environmental SDGs and national MEA commitments.
- 1.1.4 Analyse and compile the regional data for the reports and consult with the indicator reference groups established by SPREP and upload all data to the Regional Environment Data Portal.

#### 2.0 State of Environment Report Description

##### 2.1 TNC Duties for SOE Report Development

The TNC will be required to undertake the following duties:

- 2.1.1 Report regularly, or as required, to Paul Anderson and Amanda Wheatley, on guidance for developing the Regional Report.
- 2.1.2 Liaise with SPREP staff to ensure the Report is developed appropriately and within the requirements of SPREP.
- 2.1.3 Conduct a desktop review of the SOCO, PECCO, Regional Seas Reports and national SOE Reports and Regional thematic reports including the Tuna Year Book, Regional GCRMN Reports, Climate Outlook Report among others.
- 2.1.4 Participate in the inception meeting in May/June at SPREP HQ in Samoa.
- 2.1.5 Consult indicator reference groups (nominated by SPREP) for data interpretation and validation of conclusions on each indicator. Documentation of the indicator reference group consultation process as a table.
- 2.1.6 Prepare indicator drafts based on template provided by SPREP, produce graphics for the Report, including tables, charts, images and maps.

- 2.1.7 This report will focus on the regional synthesis of pressures and environmental state, with sub-regional variation articulated, or noting where data gaps exist. National level datasets are only to be used for tables and graphics, and in case studies within inset boxes.
- 2.1.8 Develop indicator interaction narratives based on indicator status for each thematic area. Eg *forest cover removal interacting with water shed quality interacting with coral reef health interacting with coastal fisheries*.
- 2.1.9 Make explicit links among indicators in the Report to the regional response document and to relevant SDGs, MEAs and regional action plans (SAMOA Pathway, Framework for Pacific Regionalism (FPR)).
- 2.1.10 Incorporate input from indicator reference groups, in addition to comments from SPREP.
- 2.1.11 Organize all supporting materials, worksheets, photographs and reports properly labelled in thematic folders and uploaded to the Pacific Environment Data Portal or provided to SPREP.
- 2.1.12 TNC will also be required to assess and collect readily available data on the relevant requirements of the report during the process of formulating the report and shall ensure that:
  - a. All information collected for the Report is available to SPREP.
  - b. All data are clearly labelled, tabulated and archived, and Excel tabulation worksheets and report PDFs are used as data sources.
  - c. All information is precise, cited, justified and obtained from national government sources, or regionally mandated authorities, followed by global data sources only when the others are not available.
  - d. All conclusions are supported by relevant data or information.

### **3.0 State of Conservation Report (SOCO) Description**

#### **3.1 TNC Duties for State of Conservation Report**

TNC will be required to undertake the following duties:

- 3.1.1 Create a separate report in Word-format, by selecting a subset of indicator assessments from the final State of Environment Report. The selection of indicators will be guided by SPREP.
- 3.1.2 Create an introduction chapter for the SOCO report.

### **4.0 Regional Response Document Description**

#### **4.1 TNC Duties for Regional Response Document**

TNC will be required to undertake the following duties:

- 4.1.1 Conduct a desktop review of existing regional plans / policies (list provided by SPREP) to align their key objectives with the Regional Response Document.
- 4.1.2 Clarify the links to existing strategic plans, the Regional SoE Report, including gaps to achieving environmental SDGs, MEA commitments and goals, and regional action plans (SAMOA Pathway, FPR).
- 4.1.3 Develop, in consultation with SPREP, a stand-alone concise Regional Response Document.

### **5.0 TNC Outputs on Report**

#### **5.1 TNC Outputs on Report**

TNC shall produce the following key outputs:

- 5.1.1 Final versions of the Regional State of Environment Report, State of Conservation Report, Regional Response Document (all in Microsoft Word format) submitted to SPREP, which has gone through review and vetting by SPREP nominated Reference Groups. The documents must be clear and concise, highly informative, and true readings and information guides for policy makers and other key stakeholders. The final copies will be proofread and free of grammatical errors, using SPREP's style guide as a reference.
- 5.1.2 During this process all the information/data used in completing the documents shall be archived on the Pacific Environment Data Portal or provided to SPREP for archiving.
- 5.1.3 Documentation of the indicator reference group consultation process as a table.

## 6.0 Timeline and Cost

### 6.1 TNC Timeline and Cost

TNC will adhere to the following timeline and costs:

6.1.1 The documents will be prepared within 7 months (May-November 2019) at a total cost of USD100,0000 as discussed with the SPREP Inform Project Manager, Paul Anderson, and Biodiversity Advisor, Amanda Wheatley. The total budget will accommodate the following:

- a. Travel costs for TNC to participate in one consultation meeting in Apia.
- b. Final Reports (edited and proof-read), excluding layout costs.

6.1.2 Starting date of this Agreement will begin when TNC signs the contract.

**ATTACHMENT 2**

**TIMELINES AND PAYMENTS**

<b>Month</b>	<b>Milestone</b>
May 2019	<ul style="list-style-type: none"> <li>• Partnership agreement signed.</li> <li>• Inception Meeting at SPREP HQ in Samoa, with the participation of TNC.</li> <li>• SPREP provides report template and regional indicators</li> <li>• SPREP nominates reference groups per indicator</li> <li>• SPREP sends circular to country focal points on the Regional SOE process</li> <li>• TNC undertakes desktop analysis of readily available data from existing National government approved data sources, regionally mandated authorities, and global data sources for indicators falling within the themes of Environmental Governance, Island and Ocean Ecosystems, Climate Change Resilience, Waste and pollution.</li> </ul> <p>Upon signing – 20% transfer (1st tranche of USD20,000)</p>
June-July 2019	<ul style="list-style-type: none"> <li>• TNC supports SPREP in supplementing list of subject matter experts (based on results of desktop analysis conducted in May)</li> <li>• TNC compiles Regional State of Environment and Conservation Report using regional templates provided by SPREP.</li> <li>• TNC starts with consultations of reference groups and compiles analyses by indicator (July-September)</li> </ul>
Aug 2019	<ul style="list-style-type: none"> <li>• Indicator data sources, trends and graphs submitted by TNC to relevant/identified SPREP team for review.</li> <li>• Fully populated indicator states, gaps addressed (TNC)</li> <li>• Mapping to relevant regional and international agreements and policies (TNC).</li> </ul> <p>Upon acceptance – 25% transfer (2nd tranche)</p>
Sept-Oct 2019	<p>Text for all DPSIR sections drafted (by TNC, with SPREP input) and submitted to SPREP. Submission should include:</p> <ul style="list-style-type: none"> <li>• Citations</li> <li>• Data (source material and derived products including tables and charts in excel format)</li> <li>• TNC develops a Regional Response Document based upon the outcomes of indicator-based assessments developed for the Regional SOE report and linking it to key regional strategies including the Framework for Nature Conservation, Environmental SDGs and national MEA commitments.</li> </ul> <p>Upon acceptance – 35% transfer (3<sup>rd</sup> tranche)</p>
Nov 2019	<ul style="list-style-type: none"> <li>• Final, proofread, illustrated, ready for design/layout reports (SOE Report and Regional Response Document), incorporating all comments, reviews and stakeholder input accepted by SPREP.</li> <li>• TNC develops the State of Conservation Report (selection of indicators guided by SPREP and introduction).</li> <li>• Photos and other visuals/infographics ordered and linked to the final draft reports.</li> </ul> <p>Upon acceptance – 20% transfer (final tranche)</p>
Dec 2019	<ul style="list-style-type: none"> <li>• Layout and design of final reports, according to the SPREP style guide. Responsibility of SPREP.</li> <li>• TNC provides all data to SPREP for upload to Regional Environment Data Portal.</li> </ul>

### ATTACHMENT 3

#### TNC Staff time and in-kind contribution, to the Indicator based reporting process

- TNC staff involved (may be revised as needed):
  - Overall Lead: Trina Leberer, Pacific Division Director
  - Proposed Project Coordinator: Marianne Shaw, Asia-Pacific Development Team
  - Key Contributors: Richard Hamilton, Melanesia Program Director; Robyn James, Melanesia Conservation Director; Peter Waldie, Melanesia Coastal Fisheries Manager; Steven Victor, Micronesia Program Director; Elizabeth Terk, Micronesia Director of Conservation, Science, and Planning; Ricky Carl, Micronesia Director of External Affairs; Javier Cuetos-Bueno, Micronesia Fisheries Adviser; Nate Peterson, Pacific GIS Manager / Analyst; Tammy Clark, Associate Pacific Division Director
- Potential collaborators (not confirmed and others may be added as needed): University of Guam, Griffiths University