

DEED OF VARIATION

THIS DEED is made on the _____ day of _____ 2022.

BETWEEN: The **Bureau of Meteorology**, ABN 92 637 533 532 (the **Bureau**)

AND: **Secretariat of the Pacific Regional Environment Programme (SPREP)**

WHEREAS:

- A.** By a Memorandum of Understanding dated 16 May 2018 a copy of which is attached at Schedule 2, (**MOU**), the parties set out their understandings concerning their respective responsibilities in relation to the Climate and Oceans Support Program in the Pacific Phase 2.
- B.** On 14 May 2019, by a Deed of Variation , a copy of which is attached to this deed at Schedule 3, the parties varied the MOU with effect on and from the date specified in Item 2 of Schedule 1 (**Deed of Variation n. 1**)
- C.** This Deed (**Deed of Variation n. 2**) is the second variation to the MOU and is supplemental to the MOU and the Deed of Variation n. 1.
- D.** The parties have mutually agreed to vary the MOU, in the manner specified in Item 11.1 (Amendments and Termination) of the MOU, on the terms and conditions set out in this Deed of Variation n. 2.

NOW THIS DEED WITNESSES AS FOLLOWS:

- 1. 1.1** To the extent, if any, to which any of the provisions of the MOU differ or depart from provisions of this Deed of Variation n. 2 as to any matter whatsoever the provisions of this Deed of Variation n. 2 shall prevail.
- 1.2** The proper law of this Deed of Variation n. 2 shall be the law of the State of Victoria, Australia and the parties agree to accept the jurisdiction of the Courts of and in the State of Victoria, Courts of appeal from such courts, and the jurisdiction of the High Court of Australia.
- 1.3** No party to this Deed of Variation n. 2 shall, save as is expressly provided for in this Deed of Variation n.2, assign any of its rights, privileges, duties or obligations under this Deed of Variation n. 2 to any other person, firm or corporation without the prior consent in writing of the other party.
- 1.4** Each party shall bear its own legal costs of and incidental to the negotiation, preparation and execution of this Deed of Variation n. 2.
- 1.5** If any provision or covenant of the MOU as hereby varied is rendered void or unenforceable, then such provision or covenant or part thereof shall be read down to the extent necessary or, if the same cannot be so read down, severed from the

balance of the MOU without affecting the validity of the remaining provisions which shall remain of full force and effect.

2. The Bureau and SPREP have agreed to vary the MOU as provided in this Deed of Variation n.2. The Bureau and SPREP hereby covenant and agree that as from the date specified in Item 3 of the Schedule 1 the MOU shall be varied in the manner specified in Item 4 of the Schedule and as otherwise provided in this Deed of Variation n.2.
3. In all other respects the parties **HEREBY CONFIRM** the said MOU and the terms and conditions of the said MOU.

SIGNATURES

Signed on behalf of Secretariat of the Pacific
Regional Environment Programme by:

Signed on behalf of the Commonwealth of
Australia as represented by its Australian
Bureau of Meteorology by:



Signature



Signature

EASTER CHU SHING
ACTING DIRECTOR GENERAL

Name and Designation

PIERO ANGELO CHESSA
GROUP EXECUTIVE - COMMUNITY SERVICES

Name and Designation

SCHEDULE 1

Item 1:

Commencing Date: 20 May 2018

Item 2:

Variation n. 1 14th day of May 2019
Date:

Item 3:

Variation n. 2 _____ day of _____ 2022
Date:

Item 4:

The Agreed Variations:

1 Clause 2.1

Clause 2.1 is deleted and replaced with the following clause:

2.1

This MOU will be deemed to have commenced on 18 April 2018, and subject to clause 11.2, will terminate on 30 June 2023.

2 Annex 1 – Part 2, 1. Activity Budget

The 1. Activity Budget text and tables contained in Annex 1, Part 2 of the MOU are deleted and replaced with the following text and tables.

1. ACTIVITY BUDGET

The maximum amount payable by the Bureau in respect of the combined Activities is AUD \$2,849,377, inclusive of applicable taxes.

Definitions	
Overall	The amounts between the categories defined below may be varied by up to 20% to fulfil approved workplan requirements and to address identified short-comings and regional priorities, with prior approval by the COSPPac manager.
Personnel	Personnel costs include all salaried positions related to the program. This includes staff whose salaries may be partially charged to this program as well as staff dedicated exclusively to this program. This does not include consultant fees, which are included under activity costs.
Operating costs	Operating costs include all expenses related to overhead operations including office rent, corporate utilities, corporate information and communications technology charges and any corporate administrative charge. This category also includes among others: the full cost recovery of facilities and ICT, defined by a specific amount per staff by the organisation; and also corporate administration costs with 15% of total direct costs.
Capital procurement	All costs related to the procurement of major capital equipment (valued at > \$2000).
Activity costs	All costs related to the implementation of project activities. Includes participant transport costs, per diems, catering, development of training materials, consultant and trainer fees related to program activities, costs associated with the production of materials, facility rental for specific events and activities, in-country activity utilities e.g. power to sea level stations, public awareness campaigns etc.

Secretariat of the Pacific Regional Environment Programme (SPREP)**Budget Activity 1: Pacific Sea Level and Geodetic Monitoring Project (PSLGM):**

SPREP	FY 2018-19 (AUD)	FY 2019-20 (AUD)	FY 2020-21 (AUD)	FY 2021-22 (AUD)	FY 2022-23 (AUD)	TOTAL \$
Personnel	\$0	\$0	\$0	\$0	\$0	\$0
Operating costs	\$0	\$0	\$0	\$0	\$0	\$0
Capital procurement	\$0	\$0	\$0	\$0	\$0	\$0
Activity costs	\$0	\$0	\$0	\$0	\$0	\$0
Total SPREP Budget	\$0	\$0	\$0	\$0	\$0	\$0

Budget Activity 2: Climate Data for the Environment Project (CLiDE):

SPREP	FY 2018-19 (AUD)	FY 2019-20 (AUD)	FY 2020-21 (AUD)	FY 2021-22 (AUD)	FY 2022-23 (AUD)	TOTAL \$
Personnel	\$0	\$0	\$0	\$0	\$0	\$0
Operating costs	\$0	\$0	\$0	\$0	\$0	\$0
Capital procurement	\$0	\$0	\$0	\$0	\$0	\$0
Activity costs	\$0	\$0	\$0	\$0	\$0	\$0
Total SPREP Budget	\$0	\$0	\$0	\$0	\$0	\$0

Budget Activity 3: Seasonal Prediction Project (SPP):

SPREP	FY 2018-19 (AUD)	FY 2019-20 (AUD)	FY 2020-21 (AUD)	FY 2021-22 (AUD)	FY 2022-23 (AUD)	TOTAL \$
Personnel	\$256,581	\$238,630	\$176,499	\$184,211	\$209,985	\$1,065,906
Operating costs	\$39,515	\$37,904	\$26,707	\$24,848	\$27,598	\$156,572
Capital procurement	\$	\$	\$	\$	\$	\$0
Activity costs	\$27,745	\$4,673	\$2,176	\$	\$28,260	\$62,854
Total SPREP Budget	\$323,841	\$281,207	\$205,382	\$209,059	\$265,843	\$1,285,332

Budget Activity 4: Coordination and Communication Unit (CCU):

SPREP	FY 2018-19 (AUD)	FY 2019-20 (AUD)	FY 2020-21 (AUD)	FY 2021-22 (AUD)	FY 2022-23 (AUD)	TOTAL \$
Personnel	\$261,620	\$287,646	\$250,218	\$307,472	\$138,729	\$1,245,685
Operating costs	\$41,274	\$41,854	\$39,184	\$43,752	\$9,360	\$175,424
Capital procurement	\$656	\$	\$	\$	\$	\$656
Activity costs	\$148,637	\$19,715	-\$26,072	\$	\$	\$142,280
Total SPREP Budget	\$452,187	\$349,215	\$263,330	\$351,224	\$148,089	\$1,564,045

Total Budget Activity: PSLGM + CLiDE + SPP + CCU

SPREP	FY 2018-19 (AUD)	FY 2019-20 (AUD)	FY 2020-21 (AUD)	FY 2021-22 (AUD)	FY 2022-23 (AUD)	TOTAL \$
Total SPREP Budget	\$776,028	\$630,422	\$468,712	\$560,283	\$413,932	\$2,849,377

SCHEDULE 2

(MOU dated 16 May 2018)

Memorandum of Understanding (MOU)

between the

***Australian Bureau of Meteorology and
the Secretariat of the Pacific Regional Environment Programme for the
Climate and Oceans Support Program in the Pacific Phase 2***

As at _____ of _____ 2018

1. GENERAL

1.1 This Memorandum of Understanding (MOU) sets out the understandings of the Australian Bureau of Meteorology (the Bureau) and the Secretariat of the Pacific Regional Environment Program (SPREP) (the Parties) concerning their respective responsibilities in relation to the Climate and Oceans Support Program in the Pacific Phase 2 (COSPPac2, the Program).

1.2 **Program aim and components**

The four components of the COSPPac2 Program are:

1. Pacific Sea Level and Geodetic Monitoring Project (PSLGM)
2. Climate Data for the Environment Project (CLiDE)
3. Seasonal Prediction Project; and
4. Cross program support through the Coordination and Communications Unit (CCU)

The aim of the COSPPac2 Program, as outlined in the Investment Design Climate and Oceans Support Program in the Pacific - Phase 2 (COSPPac2) document is:

'Pacific Island national meteorological services understand and use climate, ocean and sea level information to develop and disseminate useful products and services to Pacific Island governments and communities building resilience to the impact of climate change, climate variability and disasters'.

To achieve this aim, the program will focus on delivering support to achieve the four outcomes of COSPPac2, as outlined in the Investment Design COSPPac2 document and listed here:

1. Services and products are user-centred and focus on resilient development application;
2. Valued, quality climate-related products and services are maintained;
3. The sustainability of products and services is maximised by transferring

Annex 1

responsibility for delivery to Pacific partners where feasible and appropriate; and

4. Implementing partners recognise and share examples of connecting and leveraging for broader impact.

2. COMMENCEMENT DATE AND TERM

- 2.1 This MOU will be deemed to have commenced on 1 July 2018, and subject to clause 11.2, will terminate on 30 June 2022.

3. PRINCIPLES

- 3.1 To deliver the outcomes of the COSPPac2 Program, the Bureau and SPREP will work in partnership, guided by the following principles:
 - a. The application of COSPPac2 resources are always aligned to the agreed program objectives and approved project plans;
 - b. Management must be undertaken in a respectful, inclusive and participatory manner recognising the different cultural contexts and leadership arrangements that operate across the Pacific;
 - c. Pacific ownership of the implementation processes and benefits must be optimised;
 - d. COSPPac2 approaches must align with Pacific regional policies and national structures, systems and plans;
 - e. COSPPac2 must work cooperatively with other Australian, other donor, national and international programs to optimise alignment and complementarity to ensure that all resources are applied for maximum positive impact.
 - f. Governance and management must be transparent and accountable to all partner stakeholders;
 - g. Governance and management structures should demonstrate and promote gender empowerment and equity and ensure broader social inclusion in all aspects of program operations;
 - h. Governance and management arrangements will respect and be informed by broader governance agreements operating for Australia bilateral partnerships with Pacific Island Countries;
 - i. Open and professional interactions between the Parties, emphasising fairness, transparency, accountability and mutual trust; and
 - j. A commitment to good project governance demonstrating effective, efficient and accountable use of COSPPac2 Program's funding and resources in programs and activities that drive COSPPac2 Program

outcomes.

4. PARTNERSHIP ARRANGEMENTS

- 4.1 Department of Foreign Affairs and Trade (DFAT) has engaged the Bureau as Managing Contractor for the COSPPac2 Program.
- 4.2 The Bureau will implement the COSPPac2 Program and be responsible for achievement of the COSPPac2 Program outcomes through delivery of the COSPPac2 Program in partnership with DFAT, Geoscience Australia (GA), Pacific Community (SPC), Secretariat of the Pacific Regional Environment Programme (SPREP), the National Meteorological Services (NMSs), Land and Survey Department, and other appropriate agencies within the Pacific Island Countries (PICs).
- 4.3 The Parties acknowledge that appropriate instruments will be put in place between the Bureau and the other implementation partners as necessary to deliver COSPPac2 Program outcomes.

5. ACTIVITIES

- 5.1 The parties have set out the terms of their cooperation to deliver the COSPPac2 Program outcomes by completing the activities listed in the activity schedule annexed and called Annex 1.
- 5.2 DFAT, through the Australian Pacific Climate Change Action Program (APCCAP) support unit, will:
 - a. Where appropriate, provide advice and assistance to SPREP in relation to the implementation of Australian Government policy on Official Development Assistance (ODA) to foreign countries.
- 5.3 SPREP will:
 - a. Use the funding provided by the Bureau to carry out activities as set out in Annex 1;
 - b. Provide qualified and experienced SPREP personnel and contractors, where appropriate, in order to perform its role under this MOU; and
 - c. Have regard to all applicable Australian and DFAT policies and guidance that apply to the delivery of ODA to foreign countries.
- 5.4 Annex 1 will include the following information:
 - a. Determined priorities and performance indicators;
 - b. A detailed budget;
 - c. Activity FTE list of employees funded by the COSPPac2 program; and
 - d. Requirements for reporting, monitoring and evaluation of the activity.

Annex 1

5.5 SPREP will work closely with the Bureau, SPC and other partners to implement the activities as detailed in Annex 1.

6. WORK HEALTH AND SAFETY

Duties and implementation of Work Health and Safety (WHS).

SPREP acknowledges that:

6.1 SPREP is responsible for exercising the primary duty of care to SPREP personnel. The Bureau's capacity to influence and control matters relating to the health and safety of SPREP personnel performing work as part of the activities as detailed in Annex 1 is very limited notwithstanding that the Bureau may provide some Bureau officers for the activities.

6.2 The Parties agree to work together to ensure that the work conducted by each of them and any of their personnel complies with all applicable laws, standards and policies, and requirements of this MOU, that relate to the health and safety of Bureau personnel, SPREP personnel and third parties.

6.3 The Parties agree to each ensure that:

- a. The Commonwealth complies with its obligations under any applicable WHS law; and
- b. So far as is reasonably practicable, that their officers (as defined by applicable WHS law) and workers comply with their obligations under applicable WHS law.

The other provisions of this Clause do not limit this subclause.

6.4 Each Party agrees to ensure, so far as it is reasonably practicable for it to do so, the health and safety of:

- a. Workers engaged, or caused to be engaged by them; and
- b. Workers whose activities in carrying out work are influenced or directed by them

While the workers are at work in relation to the activities.

6.5 Each Party agrees to ensure, so far as is reasonably practicable for it to do so, that the health and safety of other persons is not put at risk from work carried out to implement the activities.

6.6 The Parties agree to consult, cooperate and coordinate with each other in relation to the Commonwealth's work health and safety laws. It will be the responsibility of the Party who has the duty under the WHS Act towards the worker to facilitate this consultation.

6.7 Without limiting this MOU, either Party will, on request by the other Party, give all reasonable assistance to the other Party by way of provision of

Annex 1

information and documents, to assist the Commonwealth and its officers (as defined in the WHS Act) to comply with the duties imposed under the WHS Act.

- 6.8 The Parties agree to work together to ensure that workers who are, or are likely to be, directly affected by a matter relating to work health and safety, are consulted about those matters. It will be the responsibility of the Party who has the duty under the WHS Act towards the worker to facilitate this consultation on behalf of the Parties.
- 6.9 Either Party may request the other Party to take specified measures in connection with that Party's work under this MOU that the requesting Party considers reasonably necessary to deal with an event or circumstance that has, or is likely to have, an adverse effect on the health or safety of persons. The Parties will discuss the request as soon as practicable after it has been made and determine the steps to be taken, having regard to the capacity of each Party to practically and adequately deal with the relevant event or circumstance.
- 6.10 If an event occurs in relation to the activities including SPREP's work under this MOU that leads, or could lead, to the death, injury or illness to a person (Notifiable Incident) that SPREP agrees to:
- a. Notify the health and safety regulator (Comcare) as per the requirements of the WHS Act, unless the injury occurs at an Australian diplomatic post, which case the Bureau will consult with DFAT before any Party notifies the regulator;
 - b. Immediately report the matter to the other Party, including all relevant details that are known;
 - c. As soon as possible, after the Notifiable Incident, investigate the Notifiable Incident to determine, as far as it can reasonably be done:
 - i. Its cause; and
 - ii. What adverse effects (if any) it will have on work under this MOU, including adverse effects on risks to health and safety
 - d. As soon as possible, after the Notifiable Incident, take all reasonable steps to remedy any effects of the Notifiable Incident on health and safety;
 - e. As soon as possible, after the Notifiable Incident, take all reasonable steps (including by instituting procedures and systems) to ensure that an event or circumstance of the kind that led to the Notifiable Incident does not reoccur;
 - f. Within three business days after the Notifiable Incident, give the other Party a written report giving further details of the Notifiable Incident,

Annex 1

including the results of the investigations required by the Clause above and a statement of the steps the Party has taken or that the Party proposes to take as required by this Clause above; and

- g. Within three months after the Notifiable Incident, give the other Party a written report giving full details of its actions in relation to the Notifiable Incident.
- 6.11 Each Party agrees to fully cooperate, at its own cost, with any investigation by any government agency (including Comcare) with respect to a Notifiable Incident, including parliamentary inquiries, boards of inquiry and coroner's investigations.
- 6.12 SPREP agrees to not enter into a contract with respect to the activities unless the contract obliges the contractor to comply with equivalent provisions to those contained in this Clause.
- 6.13 For the purposes of this Clause, "applicable WHS law" means any applicable occupational health and safety law, including any corresponding WHS law (as defined in Section 4 of the Commonwealth Work Health and Safety Act 2011 (WHS Act)).
- 6.14 A word or expression in this Clause that is:
- a. Used or defined in an applicable WHS law; and
 - b. Is not otherwise defined in this Clause or elsewhere in this MOU;
- Has for the purpose of this Clause, the meaning given to it under the applicable WHS law.
- 6.15 For the purpose of the COSPPac2 Program activities, SPREP will, as far as possible, abide by the intent of the Australian Commonwealth Work Health and Safety 2011 legislation to which the COSPPac2 Program must comply.
- 6.16 To the fullest extent possible, SPREP will abide by the intent of the international Environment law, as outlined in Annex 2, and to which the COSPPac2 Program must comply.

7. FINANCIAL ARRANGEMENTS

- 7.1 SPREP will manage the funds provided by the Bureau in accordance with the terms and conditions of this MOU, and SPREP agrees that the financial arrangements outlined below apply to SPREP's participation in the activities.
- 7.2 SPREP is responsible for ensuring that all funds paid by the Bureau are expended on the activities as set out in Annex 1.
- 7.3 SPREP will take all reasonable steps to keep expenses to a minimum, consistent with sound administrative and financial practices.
- 7.4 SPREP is responsible for ensuring that all expenditure for the activities

Annex 1

carried out by SPREP and its subcontractors is eligible as official development assistance and will certify this in each acquittal of funds for the activities.

- 7.5 SPREP will not incur expenditure or commitments in excess of the total financial limitation set out in the activity budget in Part 2 of Annex 1.
- 7.6 Annex 1, which includes a list of employee positions funded by the Program, states the maximum funding to be disbursed by the Bureau to SPREP in respect of the activities. The figures in Annex 1 are based on detailed cost estimates for SPREP's participation in the Program, determined during the development of the Investment Design COSPPac2 document.
- 7.7 The Bureau will ensure timely quarterly disbursement of funds to SPREP for each financial year, after receipt from SPREP of:
- a. An acquittal statement, referencing the budget for completed activities, certified by the responsible Finance Manager or delegate in SPREP; and
 - b. A quarterly rendered invoice accompanied by completed quarterly financial reports, and in accordance with the budget endorsed by the COSPPac2 Steering Committee.
- Disbursements for each financial year will be reduced by the value of unspent and uncommitted funds from the previous financial year. At the completion of the activities the unexpended part of disbursements by the Bureau to SPREP (if any), will be returned by SPREP to the Bureau.
- 7.8 Provided SPREP has submitted a correct acquittal for completed activities in the current quarter, along with an invoice and certified financial reports by the appropriate SPREP Finance Manager, confirming that funds for the quarter just completed have been properly applied towards the purpose for which they were given, the Bureau will make an advanced payment for the following quarter. Exchange rate fluctuations identified in the financial statements will be absorbed by SPREP.
- 7.9 The Bureau will monitor and report on the management and expenditure of activities' funds by SPREP as part of its overall project management responsibilities to DFAT. SPREP will provide quarterly financial information in support of the Bureau's reporting responsibilities, including, but not limited to, those described in Sections 7 and 8 of this MOU.
- 7.10 SPREP will be responsible for the care and safe keeping of all capital equipment and asset procurement by SPREP for the activities. However, ownership of all capital equipment and assets procured by SPREP for the activities will remain with DFAT until such equipment and assets are disposed of or written down as determined by DFAT. SPREP will therefore not be responsible for any capital depreciation costs associated with such

Annex 1

capital equipment or assets procured by SPREP for the activities.

- 7.11 Unspent funds will be allocated to COSPPac2 Program activities, as prioritised by the COSPPac2 Steering Committee in accordance with Annex 1.

The Bureau may, after consultation with SPREP, reduce the amount of the next quarterly disbursement; and the overall amount of the funding, if:

- a. An acquittal identifies that SPREP has unspent monies from a previous quarter or financial year; or
- b. In the Bureau's opinion, SPREP has not made satisfactory progress against the mutually decided benchmarks and milestones for the activity.

8. FINANCIAL RECORDS

- 8.1 Invoices submitted by SPREP will include:
- a. Reference of the period it relates to;
 - b. The amount of funding to be paid by the Bureau together with any requisite substantiating material; and
 - c. The name of the COSPPac2 Activity Manager and Bureau representative.

- 8.2 Invoices can be sent to the below address with a copy to the Activity Manager. Preferably, the Bureau will accept electronic invoices. These should be sent to: accpayable@bom.gov.au and COSPPac_support@bom.gov.au ; with a copy sent to the COSPPac2 Activity Manager. Alternatively, if email is not available, invoices can be posted to:

COSPPac2 – Australian Bureau of Meteorology
Level 10, 700 Collins Street
Docklands VIC 3008
Australia

- 8.3 SPREP will maintain a sound financial system capable of verifying all financial funds acquittal statements.
- 8.4 SPREP will, in relation to the Bureau's disbursement of activities funds to SPREP, keep proper and detailed accounts including clear audit trails and records in relation to expenditure of those disbursements, sufficient for undertaking the monitoring and reporting activity described in the MOU.
- 8.5 Where necessary, SPREP will provide adequate facilities for audit and inspection of such accounts and records by the Bureau and its authorised representatives at all reasonable times and will allow copies and extracts to be taken.
- 8.6 SPREP will preserve such accounts and records for a period of seven (7) years following the date of the conclusion of the Program.

9. REVIEW AND MONITORING

- 9.1 SPREP will provide to the Bureau:
- a. Six monthly progress reports to the Bureau on activities; and
 - b. Quarterly reports on management and expenditure of funds by SPREP.
- 9.2 SPREP will work closely with the COSPPac2 Manager to provide effective activities' monitoring and reporting, including contributing relevant information to the quarterly and six monthly reports, annual plans, annual meetings and Program Completion Report described in the Investment Design COSPPac2 document.
- 9.3 SPREP will assist the COSPPac2 Manager in preparing for the mid-term review as required.
- 9.4 The core tools required for monitoring and evaluation for all activities are contained in Part 4 of Annex 1. SPREP will provide these reports using templates provided by the Bureau within 21 days of the end of the relevant period.

10. COMMUNICATION, COORDINATION AND DISPUTE RESOLUTION

- 10.1 SPREP and the Bureau will work in a collegiate and collaborative manner and will resolve any differences without reasonable delay in relation to this MOU through a consultative process and in good faith.
- 10.2 SPREP will inform the Bureau of programs and projects, other than COSPPac2 that potentially duplicate the purpose of the activities.
- 10.3 As a member, a senior officer from SPREP's Pacific Meteorological Desk will participate in the COSPPac2 Steering Committee.

11. AMENDMENTS AND TERMINATION

- 11.1 This MOU, including Annex 1, may be amended at any time by written agreement signed by the Bureau and SPREP.
- 11.2 Either of the Parties may terminate this MOU at any time by giving written notice to the other of its intention to do so, subject to mutual agreement regarding the completion of existing commitments.
- 11.3 Upon termination of this MOU, the Bureau will be under no commitment to provide further disbursements of funds to SPREP for this Project, and will be entitled to recover the unexpended portion of these disbursements

12. NOTICES

- 12.1 Any notice, document, or other communication to be given or served by the Bureau to SPREP under this MOU will, unless the contrary intention appears, be deemed to have been duly given or served if it is in writing and is signed on behalf of the Bureau and is to be delivered by hand to SPREP or mailed

to:

Secretariat of the Pacific Regional Environment Program
PO Box 240
Apia – SAMOA

- 12.2 Any notice, document, or other communication to be given or served by SPREP to the Bureau under this MOU will, unless the contrary intention appears, be deemed to have been duly given or served if it is in writing and is signed on behalf of SPREP and is delivered by hand to the Bureau or mailed to:

Group Executive National Forecast Services
Australian Bureau of Meteorology
GPO Box 1289
Melbourne VIC 3001
AUSTRALIA

13. FRAUD AND ANTI-CORRUPTION

- 13.1 The Bureau and SPREP are committed to preventing and detecting fraud and corruption including bribery. SPREP is responsible for preventing and detecting fraud and corruption in respect to funds provided under this MOU.
- 13.2 SPREP will, within its own governance and policy framework, promptly notify the Bureau of any suspected or actual fraud and corruption cases detected, and undertake relevant investigative and funds recovery action. Where appropriate, SPREP will refer the matter to the relevant police or other authorities responsible for the prosecution of fraudulent and corrupt activity.
- 13.3 In consultation with SPREP, the Bureau may request the return of funds provided under this MOU where fraud, corruption or bribery has been identified.

14. SANCTIONS AND COUNTER TERRORISM

- 14.1 The Bureau and SPREP are firmly committed to full implementation of UN Security Council Resolutions relating to sanctions, including UNSC Resolutions 1373 (2001) and 1267 (1999) and related resolutions against the financing of terrorism. Consistent with applicable Australian laws, the Bureau seeks to take reasonable precautions, and to exercise due diligence, to ensure that none of its funds are provided, directly or indirectly, to individuals or entities designated by the UN Security Council, its committees or the Australian Government for targeted financial sanctions, or otherwise used to provide support to individuals or entities associated with terrorism.
- 14.2 To those ends, SPREP is committed to taking appropriate steps to ensure

Annex 1

that funding provided by the Bureau is not provided to, or otherwise used to provide assistance or support to, designated persons or entities, terrorists or terrorist organizations, and will inform the Bureau immediately if, during the course of this MOU, SPREP determines that any such funds have been so used.

15. CHILD PROTECTION

- 15.1 Australia is a State Party to the United Nations (UN) Convention on the Rights of the Child. SPREP will not engage in any practice inconsistent with the rights set forth in the Convention on Rights of the Child.
- 15.2 With respect to funds provided under this MOU, SPREP is responsible for protecting children from abuse in accordance with the principles set out under the UN Convention on the Rights of the Child and within its own governance and policy framework.
- 15.3 Where practicable, SPREP will consult with the Bureau prior to the publication or release of information relating to Child Protection.

16. BRANDING

- 16.1 Wherever Australia provides support for activities led by SPREP, that support will receive appropriate recognition from SPREP in accordance with its own governance and policy framework.
- 16.2 Where practicable, SPREP will consult with the Bureau prior to the publication or release information relating to branding.

SIGNATURES

Signed on behalf of **Secretariat of the Pacific
Regional Environment Programme** by:

Signed on behalf of the **Australian Bureau of
Meteorology** by:

Signature

Signature

Name and designation

Name and designation

ACTIVITY OBJECTIVES AND DESCRIPTION

SPREP and implementing partners will contribute to the objectives and end of phase outcomes of the project activities described below.

1. Pacific Sea Level and Geodetic Monitoring Project (PSLGM):

The Pacific Sea Level and Geodetic Monitoring (PSLGM) Project, formerly the South Pacific Sea Level and Climate Monitoring Project (SPSLCMP), was developed in 1991 as an Australian Government response to concerns raised by member countries over the potential impacts of human-induced global warming on climate and sea levels in the Pacific region.

Its primary goal is to generate an accurate record of variance in sea level for the Pacific region and to establish methods to make these data readily available and usable by Pacific Island countries.

Under the project, processed and analysed sea level and geodetic data is made available to partner countries and the international scientific community. The data is used to produce information products for analysis and the generation of sea level information-based products such as tide calendars and survey/location data to inform coastal infrastructure planning.

Project objectives and intended end of phase outcomes

Objective 1 To continue maintenance and support for the PSLGM network.

Outcome 1.1 The equipment, calibration and data management systems are operational and meeting international standards.

Objective 2 To improve the PSLGM Network

Outcome 2.1 Sea level monitoring stations are upgraded with surveyable mounts and data logging equipment.

Outcome 2.2 Global Navigation Satellite Systems equipment is upgraded.

Objective 3 To continue to transfer responsibility for maintenance of sea level monitoring stations to Pacific agencies.

Outcome 3.1 NMS staff providing 'First in Maintenance' support.

Outcome 3.2 SPC manages the six-monthly infrastructure maintenance program.

Outcome 3.3 SPC can undertake in-field calibration and maintenance of sea level monitoring stations.

Objective 4 Maintain and further develop PSLGM products and services.

Outcome 4.1 Absolute sea level data is produced and is accessible to end-users.

Outcome 4.2 Products generated from the PSLGM systems are meeting user needs.

Annex 1

Description: Pacific Sea Level and Geodetic Monitoring Project (PSLGM):

SPREP will undertake the following activities as listed in the table below. The implementation details will be provided in the annual work plans endorsed by the Implementation Partners Management Group (IPMG) and the Steering Committee. *(These activities will need to be updated in alignment with the COSPPac2 design document).*

Project Activities		Bureau of Meteorology	Geoscience Australia	SPREP	SPC
<i>Network maintenance and support</i>	Routine on-site maintenance and calibration of tide gauges every 18 months.	Lead agency			Support agency
	Routine levelling surveys and technical reporting every 12-18 months.		Support agency		Lead agency
	Maintenance and upgrade of GNSS stations on a break-fix basis.		Lead agency		Support agency
<i>System Enhancements</i>	Installation of surveyable mounts to the network to allow future replacement of acoustic sensors with radar sensors to reduce future maintenance demands.	Lead agency	Support agency		Support agency
	Installation of upgraded data logging equipment.	Lead agency			Support agency
	Replacement of Global Navigation Satellite System (GNSS) network equipment.	Support agency	Lead agency		
<i>Transition</i>	Transfer 'First in Maintenance' responsibility of tide gauge equipment to National Meteorological Services (NMS) staff.	Support agency	Support agency		Lead agency
	Transfer technical management of the regular six monthly infrastructure maintenance program to SPC.	Lead agency			Support agency

Annex 1

Project Activities		Bureau of Meteorology	Geoscience Australia	SPREP	SPC
	Continue to train and provide tools and equipment, including the procedures and records of work, to SPC technical staff to undertake first-in-line in-field calibration and maintenance of sea level monitoring stations.	Lead agency			Support agency
<i>Services and product maintenance and development</i>	Expand tide calendars to describe the height differences between different tidal reference surfaces (e.g. mean sea level, lowest astronomic tide) and the onshore land height reference surface.	Lead agency (tide predictions)			Lead agency (content, design, publishing and distribution)
	Explore potential for producing calendars in additional locations.	Lead agency			Support agency
	Maintain the real-time data displays of sea level data.	Lead agency			
	Produce PSLGM reports and make them publically accessible.	Lead agency	Support agency		Support agency
	Produce tide calendars and introduce traditional knowledge information to improve product awareness and acceptance in communities.	Lead agency (tide predictions)		Support agency (TK content)	Lead agency (content, design, publishing and distribution)
	Update PSLM web pages to reflect COSPPac2 activities.	Lead agency			
<i>Project</i>	Prepare bi-annual progress reports and annual work plans.	Lead agency	Support agency		Support agency

Annex 1

Project Activities		Bureau of Meteorology	Geoscience Australia	SPREP	SPC
<i>Management</i>	Manage annual Technical Coordination Committee meeting (TCC).	Lead agency	Support agency		Support agency

Objectives Activity 2: Climate Data for the Environment Project (CLiDE):

Climate Data for the Environment (CLiDE) is a locally hosted climate data management system used to archive NMS data.

CLiDE provides each country with a central database for meteorological records and includes data entry forms, quality assurance tools, reports and raw data dumps for downstream application production and research. Using largely open-source software it is a robust relational database with a web-based user interface that supports core NMS functions.

CLiDE provides historical meteorological data that can be used to develop tailored services and information products to inform decision-making by governments, communities and sector groups to achieve their social, economic and environmental goals. CLiDE data is also used to monitor climate extremes, year-to-year variability and longer term climate change.

Larger countries such as Fiji receive more than a thousand requests for data and information each year. CLiDE products and applications automate data analysis allowing for consistent and timely responses to user needs. Applications also assist with monitoring extreme events (e.g. drought) and allow these extreme events to be compared with those in the past with regards to magnitude, duration and intensity.

The project will continue the work started in Pacific Climate Change Science Program (PCCSP)/ Pacific-Australia Climate Change Science and Adaptation Planning (PACCSAP) program; and COSPPac Phase 1 to consolidate meteorological data into one database for each Pacific Island Countries (PIC) and improve data quality control.

In addition to COSPPac developed applications, CLiDE also provides a platform for Climate Data for the Environment Services Client (CLiDEsc) - a New Zealand-developed application that provides four South Pacific countries with additional products and reports such as a Fire-Weather Index.

With the core of CLiDE in a mature state, the project will focus on enhancing products and services to better address the needs of end-users.

In COSPPac2, SPREP will increase its responsibility for CLiDE management. The development of SPREP staff to enable them to take over all hardware maintenance from Year three will be a priority in Phase 2. The Bureau's role in supporting CLiDE will be focussed principally on software development, user training, supporting data rescue and supporting SPREP in the maintenance of CLiDE hardware and software.

Project objectives and intended end of phase outcomes

Objective 1 Maintain CLiDE and support the archiving of meteorological data and metadata.

- Outcome 1.1 CLiDE is fully operational in all 14 partner countries.
- Outcome 1.2 Priority CLiDE software deficiencies are fixed.
- Outcome 1.3 All relevant partner country data currently stored on spreadsheets, portals, other databases and offshore archives are recovered and stored in CLiDE.

Objective 2 Further develop CliDE to store additional meteorological and associated data, automate data quality management, export raw data in multiple formats and create basic climate statistics.

Outcome 2.1 CliDE is better able to process high frequency data inputs.

Outcome 2.2 NMSs are able to perform quality control including the identification and correction of suspect data.

Outcome 2.3 NMSs are able to supply high-quality raw data, basic climate statistics and produce report and graphical products in formats that meet user requirements.

Objective 3 Develop new systems interfaces for monitoring of climate extremes.

Outcome 3.1 New system interfaces that enable near real-time reporting of meteorological extremes are operational.

Objective 4 Provide NMS training and support user data needs.

Outcome 4.1 NMS staff trained in the use of CliDE.

Outcome 4.2 NMS CliDE administrators can confidently keep CliDE operational.

Outcome 4.2 NMSs are able to respond to user requests for data and information in a manner that is most fit for purpose.

Objective 5 Transition of CliDE hardware maintenance to SPREP.

Outcome 5.1 Help-desk function transferred from the Bureau to SPREP to allow NMSs to report hardware and software issues.

Outcome 5.2 Responsibility for replacing old and faulty hardware, installing software updates, backing up and restoring CliDE data has been transferred to SPREP.

Annex 1

Description Activity 2: Climate Data for the Environment Project (CLiDE):

SPREP will undertake the following activities as listed in the table below. The details will be provided in the annual work plans endorsed by the IPMG and the Steering Committee. *(These activities will need to be updated in alignment with the COSPPac2 design document).*

Project Activities		Bureau of Meteorology	Geoscience Australia	SPREP	SPC
<i>Systems Maintenance</i>	Maintain the CLiDE server, Uninterruptable Power Supply (UPS) and Network-Attached Storage (NAS) Units in the 14 countries.	Support agency		Lead agency	
	Replace the above hardware by end of phase 2.	Support agency		Lead agency	
	Fix priority CLiDE software deficiencies	Lead agency			
	Provide refresher software training to users in all partner countries.	Lead agency			
	Provide training to system administrators in all partner countries.	Lead agency		Support agency	
	Assist partner countries to recover meteorological, hydrological and oceanographic data stored in other systems and format and archive these in CLiDE.	Lead agency			
<i>Systems Enhancement</i>	Further develop CLiDE to allow the archiving of additional meteorological, hydrological and oceanographic data.	Lead agency			
	Add data quality control algorithms to automate the identification of anomalous	Lead agency			

Annex 1

Project Activities		Bureau of Meteorology	Geoscience Australia	SPREP	SPC
	data.				
<i>Transition</i>	Transfer help-desk function from the Bureau to SPREP to allow NMSs to report hardware and software issues.	Lead agency		Support agency	
	Transfer responsibility to SPREP for replacing old and faulty hardware, installing software updates, backing up and restoring CliDE data.	Lead agency		Support agency	
	Provide training to SPREP IT Officers to set up CliDE servers and back up and transfer data between servers.	Lead agency		Support agency	
	Undertake an assessment of future training delivery options including the scope to contract training to the University of the South Pacific (USP) or transfer training responsibilities to SPREP.	Lead agency		Support agency	
<i>Services and product maintenance and development</i>	Improve data exports and basic statistical products generated within CliDE.	Lead agency			
	<i>Improve drought monitoring by linking the SCOPIC Drought Monitoring Tool to CliDE.</i>	Lead agency		Support Agency	
	<i>Monitoring meteorological extremes near real-time by developing a Pacific version of the Bureau climate extremes analysis and monitoring system – BLARE.</i>	Lead agency			

Annex 1

Project Activities		Bureau of Meteorology	Geoscience Australia	SPREP	SPC
	Enable CliDE to share data with CliDEsc – an early warning system applications tool developed by NZ.	Lead agency			
<i>Project Management</i>	Prepare bi-annual progress reports and annual work plans.	Lead agency		Support agency	
	Manage the CliDE Coordination Committee to coordinate activity including data exchange between COSPPac2 and other projects (e.g. Vanuatu Green Climate Fund (GCF) project).	Lead agency			
	Participate in other regional and international forums as required.	Lead agency		Support agency	

Objectives Activity 3: Seasonal Prediction Project (SPP):

Many of the impacts of climate variability and change are felt over an extended temporal range (weeks to seasons). At this range, the combination of natural variability (such as the El Niño-Southern Oscillation) and climate change interact to exacerbate the impacts of meteorological events such as droughts, heavy rainfall and heatwaves (oceanic and over land) that have major impacts.

The Seasonal Prediction Project supports the delivery of seasonal and intra-seasonal (or within season) climate and ocean predictions and adds value to climate (e.g. drought) and ocean (e.g. coral bleaching) monitoring.

The Seasonal Climate Outlook for Pacific Island Countries (SCOPIIC) statistical model was transitioned to SPREP in Phase 1 and is now largely in maintenance mode. Funding in Phase 2 will support the cost of a climatologist and a communications and training specialist recruited by SPREP to maintain the system.

A range of web-based portals provide public access to meteorological and oceanographic information and data produced by the model. The principal of these is the Ocean Portal that provides the public with access to ocean monitoring and prediction services and allows information such as sea and sub-surface temperature, salinity, current direction, coral bleaching, sea level and tidal gauge data to be presented in maps or other graphical forms. The Portal was transitioned to SPC in 2016 and is maintained by oceanographers with IT, capacity development and communications support. Phase 2 will support SPC to update the data and further develop the software for enhanced operations.

If resources are identified at a later stage, data updates for two other climate monitoring portals, the Tropical Cyclone Portal and Pacific Data Portal, could be undertaken to improve user utility. The Tropical Cyclone Portal supports cyclone prediction and helps evaluate risk associated with infrastructure development. The Pacific Data Portal contains data from over 100 Pacific observation sites and allows users to visualise mean and extreme temperature and rainfall time series in the form of trends, running and long-term averages. This tool assists with climate change monitoring and has also been used for infrastructure development in the Pacific.

In line with global advances, the Bureau is in the process of improving its seasonal prediction operations by introducing, through a partnership with the UK's Met Office, a new seasonal forecasting system known as the Australian Community Climate and Earth-System Simulator-Seasonal (ACCESS-S) which produces predictions with greater spatial and temporal range and can better accommodate climate change. This work is supported by the Australian Government's Department of Agriculture and Water Resources.

In Phase 2, the Pacific's seasonal prediction systems supported by Australian Aid will transition to ACCESS-S. One of the more obvious improvements available to the region in moving to ACCESS-S will be to provide greater detail in Pacific-wide forecasts including an increase in resolution from 250 km to 60 km. At this resolution, the model will be able to, for example, differentiate between the climates of western and eastern Viti Levu, Fiji. Another obvious improvement is the ability to make predictions at multi-week timescales, rather than solely three-month seasons. These can often be the critical timescales at which decisions need to be made. Increased spatial and temporal resolution will also improve the representation of important large-scale climate drivers, like El Niño Southern Oscillation (ENSO), leading to better multi-week and seasonal forecast accuracy across the Pacific.

Project objectives and intended end of phase outcomes:

Objective 1 Maintain the existing DFAT-funded climate and ocean monitoring and prediction systems.

Outcome 1.1 SCOPIC, Ocean, Tropical Cyclone and Pacific Climate Change Data Portals are up to date and fully operational.

Outcome 1.2 Priority software deficiencies in SCOPIC and the Ocean, Tropical Cyclone, and Pacific Climate Change Data Portals are fixed.

Objective 2 Upgrade seasonal prediction systems.

Outcome 2.1 Pacific based ACCESS-S seasonal and intra-seasonal predictions are developed, verified and accessible.

Outcome 2.2 The Ocean Portal is able to deliver more sector-specific services.

Outcome 2.3 A verification study comparing ACCESS-S with other models has been undertaken and results published in a science journal.

Objective 3 Maintain and further develop climate prediction project products and services.

Outcome 3.1 The Climate Bulletin and Red Cross Alert and further developed, include content for all partner countries and are issued monthly.

Outcome 3.2 COSPPac climate and ocean monitoring and prediction information products include ACCESS-S predictions.

Objective 4 Provide climate and oceans monitoring and prediction training to NMSs to meet end-user needs.

Outcome 4.1 NMSs can produce climate and oceans monitoring and prediction products and services that meet user needs.

Outcome 4.2 Update training material and manuals based on end-user needs.

Annex 1

Description Activity 3: Seasonal Prediction Project (SPP):

SPREP will undertake the following activities as listed in the table below. The details will be provided in the annual work plans endorsed by the IPMG and the Steering Committee. *(These activities will need to be updated in alignment with the COSPPac2 design document).*

Project Activities		Bureau of Meteorology	Geoscience Australia	SPREP	SPC
<i>System Maintenance</i>	Fix priority software deficiencies and maintain SCOPIC, the Ocean, <u>Tropical Cyclone and Pacific Climate Change Data Portals.</u>	Lead agency for the Tropical Cyclone and Pacific Climate Change Data Portal		Lead agency for SCOPIC	Lead Agency for the Ocean Portal
	Update data in the Ocean, <u>Tropical Cyclone and Pacific Climate Change Data</u> Portals.	Lead agency for the Tropical Cyclone and Pacific Climate Change Data Portal			Lead Agency for the Ocean Portal
	Update documentation for the IT systems.	Lead agency for the Tropical Cyclone and Pacific Climate Change Data Portal		Lead agency for SCOPIC	Lead Agency for the Ocean Portal
<i>System Enhancement</i>	Verify and, if required, calibrate regional scale ACCESS-S seasonal and intra-seasonal predictions.	Lead Agency		Support Agency	
	Downscale and verify ACCESS-S forecasts.	Lead Agency		Support Agency	
	Present ACCESS-S predictions through new and existing web-based portals.	Lead Agency		Support Agency	Support Agency (for Ocean

Annex 1

Project Activities		Bureau of Meteorology	Geoscience Australia	SPREP	SPC
					Portal)
	Compile a brief review ACCESS-S predictions and compare with existing models used in the Pacific.	Lead Agency		Support Agency	
	<i>Upgrade the Ocean Portal to address identified short-comings and regional priorities, is currently unfunded, however, this may be funded with savings or other funds throughout the program, with prior approval by the COSPPac manager. See Budget activity for future funding details.</i>				Lead Agency
<i>Services and product maintenance and development</i>	Further develop and deliver the COSPPac Bulletin, Online Climate Outlook Forum reports and Red Cross Alert.	Support Agency		Lead Agency	Support Agency
	Provide training in the use and delivery of services associated with the above climate and ocean prediction tools and information products.	Lead Agency for ACCESS-S		Lead Agency for SCOPIC	Lead Agency for Ocean Portal and relevant PSLGM components
	Support NMSs to develop tailored community-based seasonal calendars and other products using seasonal climate and ocean prediction forecasts and available traditional knowledge			Lead Agency	Support Agency

Annex 1

Project Activities		Bureau of Meteorology	Geoscience Australia	SPREP	SPC
	Review NMS and end user needs and update NMS capacity development plans	In Support		Lead Agency for Climate Services	Lead Agency for Ocean Services
	Support the NMSs to register user requests and seek out, record and report feedback	In Support		Lead Agency for Climate Services	Lead Agency for Ocean Services
<i>Project Management</i>	Prepare bi-annual progress reports and annual work plans	Lead Agency		Support Agency	Support Agency

Objectives Activity 4: Coordination and Communication Unit (CCU):

The CCU centralises common program management functions for efficiency. The CCU:

- supports effective collaboration and coordination between the implementing partners, the Australia Pacific Climate Program Change Action Program, delivery partners and other stakeholders such as PIC Government agencies, regional partners such as USP and global partners such as the World Meteorological Organization; and
- coordinates the operations of the three project components and provides cross-cutting communication, monitoring and evaluation and administrative support.

Annex 1

Description Activity 4: Coordination and Communication Unit (CCU):

SPREP will undertake the following activities as listed in the table below. The details will be provided in the annual work plans endorsed by the IPMG and the Steering Committee. *(These activities will need to be updated in alignment with the COSPPac2 design document).*

Project Activities		Bureau of Meteorology	Geoscience Australia	SPREP	SPC
<i>Cross-program support</i>	Training: support training needs analysis and assist projects deliver workshops, work attachments and student internships.	In support	In support	Lead Agency for Climate Services	Lead Agency for Ocean Services
	Communication: <ul style="list-style-type: none"> ▪ supports projects to improve the user-accessibility of products and services; ▪ support projects to apply traditional knowledge to product and service development by engaging with the traditional knowledge and cultural communication expertise based in SPREP and with their wider Pacific networks; and ▪ Provide and support media engagement. 	In support	In support	Lead Agency for Climate Services	Lead Agency for Ocean Services and in support of relevant PSLGM components
	Gender and social inclusion: facilitate engagement with partner organisations and APCCAP gender and social inclusion specialists to support the	In support	In Support	Lead Agency for Climate Services	Lead Agency for Ocean Services

Annex 1

Project Activities		Bureau of Meteorology	Geoscience Australia	SPREP	SPC
	development of gender and socially inclusive products and services				
	Work planning support: provide input, coordinate and consolidate project plans for whole-of-program management.	Lead Agency	In Support for Geodetic Services	In Support for Climate Services	In Support for Ocean Services and relevant PSLGM components
<i>Financial Management</i>	Manage program budgets and track expenditure against project annual work plans.	Lead agency	In support	In support	In support
	Disburse approved funds to implementing partners and ensure they provide certified financial reports.	Lead agency	In support	In support	In support
	Provide financial reports to DFAT, the Implementing Partner Management Group (IPMG) and the Steering Committee as required.	Lead agency	In support	In support	In support
	Provide financial acquittal to DFAT at end-of-phase.	Lead agency	In support (by providing financial reports on Geodetic Services)	In support (by providing financial reports on climate Service activities)	In support (by providing financial reports on Ocean Service activities and relevant PSLGM components)
	Initiate procurement of capital	Lead agency			

Annex 1

Project Activities		Bureau of Meteorology	Geoscience Australia	SPREP	SPC
<i>Procurement Services</i>	equipment and associated maintenance services.				
	Maintain an asset register.	Lead agency	In support	In support	In support
	Procure consumables for project activities	Lead for Bureau activities	Lead Agency for GA activities	Lead Agency for SPREP activities	Lead Agency for SPC activities, Ocean Services and relevant PSLGM components
	Procure recurrent services (utilities, telecommunications etc.).	In support			Lead Agency
	Manage and coordinate program travel and accommodation requirements.	Lead agency (Bureau of Meteorology travel) Support agency (Climate and Ocean Services travel)		Lead Agency for SPREP activities travel and Climate Services activities travel	Lead Agency for SPC activities, Ocean Services activities and in support of relevant PSLGM components, and partner country travel to Planning and Steering Committee meetings
	Undertake tenders and procure goods and services.	Lead agency for	Lead agency for GA	Lead agency for	Lead agency for

Annex 1

Project Activities		Bureau of Meteorology	Geoscience Australia	SPREP	SPC
		Bureau activities	activities	SPREP activities	SPC activities
<i>Human Resource Management</i>	Support recruitment processes.	Lead agency (Bureau of Meteorology recruitment)	Lead Agency (Geoscience Australia recruitment)	Lead Agency (SPREP recruitment)	Lead Agency (SPC recruitment)
	Provide and support personnel management.	Lead agency for Bureau of Meteorology personnel management	Lead agency for Geoscience Australia personnel management	Lead agency for SPREP personnel management	Lead agency for SPC personnel management
	Engage with SPC and SPREP Human Resource Management staff to support inclusive recruitment practices in NMSs/Land Survey.	In support	In support	Lead Agency for Climate Services	Lead agency for Ocean Services
<i>Monitoring, Evaluation and Learning</i>	Consolidate project level performance reporting for consideration by implementing partners and the Steering Committee.	Lead agency for Bureau components	Lead agency for Geodetic services	Lead Agency for Climate Services	Lead Agency for Ocean Products and Services and in support of relevant PSLGM components
	Coordinate the production of progress and traffic light reporting.	Lead agency	In support for Geodetic Services	Lead Agency for Climate Services	Lead Agency for Ocean Services and in support of relevant PSLGM

Annex 1

Project Activities		Bureau of Meteorology	Geoscience Australia	SPREP	SPC
					components
	Facilitate the interpretation and sharing of performance reporting for continuous learning.	Lead agency	In support for Geodetic Services	Lead Agency for Climate Services	Lead Agency for Ocean Products and Services and in support of relevant PSLGM components
<i>Secretariat Services</i>	Support the conduct of meetings for the following groups: <ul style="list-style-type: none"> ○ IPMG; ○ Steering Committee; and ○ Internal Bureau Program Board. 	Lead agency for internal Bureau services and IPMG. In support for Steering Committee meetings.	Support agency		Lead agency. for Planning and Steering Committee meetings
<i>Australia Pacific Climate Change Action Program (APCCAP) Coordination</i>	Engage with the APCCAP support unit to ensure that COSPPac2 contributes to and leverages climate change and DRR and management-related activity across the Pacific.	Lead agency	Support Agency	Support Agency	Support Agency
<i>Other Responsibilities</i>	Respond to requests for information and briefings.	Lead Agency for Bureau requests	Lead for GA requests	Lead agency for SPREP requests	Lead agency for SPC requests
	Coordinate the maintenance of the COSPPac website.	Lead agency		Lead Agency for Climate and TK	Lead Agency for Ocean Portal and Ocean Products

Annex 1

Project Activities		Bureau of Meteorology	Geoscience Australia	SPREP	SPC
				Website	and Services
	Support relevant non-project activities where appropriate.	Lead agency	In support	In support	In support

1. ACTIVITY BUDGET

The maximum amount payable by the Bureau in respect of the combined Activities is AUD \$2,849,377, inclusive of applicable taxes.

Definitions	
Overall	The amounts between the categories defined below may be varied by up to 20% to fulfil approved workplan requirements and to address identified short-comings and regional priorities, with prior approval by the COSPPac manager.
Personnel	Personnel costs include all salaried positions related to the program. This includes staff whose salaries may be partially charged to this program as well as staff dedicated exclusively to this program. This does not include consultant fees, which are included under activity costs.
Operating costs	Operating costs include all expenses related to overhead operations including office rent, corporate utilities, corporate information and communications technology charges and any corporate administrative charge. This category also includes among others: the full cost recovery of facilities and ICT, defined by a specific amount per staff by the organisation; and also corporate administration costs with 15% of total direct costs.
Capital procurement	All costs related to the procurement of major capital equipment (valued at > \$2000).
Activity costs	All costs related to the implementation of project activities. Includes participant transport costs, per diems, catering, development of training materials, consultant and trainer fees related to program activities, costs associated with the production of materials, facility rental for specific events and activities, in-country activity utilities e.g. power to sea level stations, public awareness campaigns etc.

Budget Activity 1: Pacific Sea Level and Geodetic Monitoring Project (PSLGM):

<i>Secretariat of the Pacific Regional Environment Programme</i>	FY 2018-19 (AUD)	FY 2019-20 (AUD)	FY 2020-21 (AUD)	FY 2021-22 (AUD)	TOTAL \$
Personnel	\$0	\$0	\$0	\$0	\$0
Operating costs	\$0	\$0	\$0	\$0	\$0
Capital procurement	\$0	\$0	\$0	\$0	\$0
Activity costs	\$0	\$0	\$0	\$0	\$0
Total SPREP Budget	\$0	\$0	\$0	\$0	\$0

Budget Activity 2: Climate Data for the Environment Project (CLiDE):

<i>Secretariat of the Pacific Regional Environment Programme</i>	FY 2018-19 (AUD)	FY 2019-20 (AUD)	FY 2020-21 (AUD)	FY 2021-22 (AUD)	TOTAL \$
Personnel	\$0	\$0	\$83,850	\$83,850	\$167,700
Operating costs	\$0	\$0	\$9,467	\$9,468	\$18,935
Capital procurement	\$0	\$0	\$0	\$0	\$0
Activity costs	\$0	\$0	\$10,824	\$10,825	\$21,649
Total SPREP Budget	\$0	\$0	\$104,142	\$104,143	\$208,284

Budget Activity 3: Seasonal Prediction Project (SPP):

<i>Secretariat of the Pacific Regional Environment Programme</i>	FY 2018-19 (AUD)	FY 2019-20 (AUD)	FY 2020-21 (AUD)	FY 2021-22 (AUD)	TOTAL \$
Personnel	\$256,581	\$261,713	\$266,947	\$272,286	\$1,057,526
Operating costs	\$28,323	\$28,889	\$29,467	\$30,056	\$116,736
Capital procurement	\$6,375	\$0	\$0	\$0	\$6,375
Activity costs	\$26,648	\$27,180	\$27,724	\$28,279	\$109,831
Total SPREP Budget	\$317,926	\$317,782	\$324,138	\$330,621	\$1,290,469

Budget Activity 4: Coordination and Communication Unit (CCU):

<i>Secretariat of the Pacific Regional Environment Programme</i>	FY 2018-19 (AUD)	FY 2019-20 (AUD)	FY 2020-21 (AUD)	FY 2021-22 (AUD)	TOTAL \$
Personnel	\$272,865	\$274,130	\$275,420	\$275,422	\$1,097,837
Operating costs	\$27,726	\$27,872	\$28,022	\$28,037	\$111,656
Capital procurement	\$0	\$0	\$0	\$0	\$0
Activity costs	\$7,650	\$7,849	\$8,053	\$8,201	\$31,753
Total SPREP Budget	\$308,241	\$309,851	\$311,495	\$311,660	\$1,241,247

Budget Activity 5: Humanitarian Partnership Division (HPD):

Secretariat of the Pacific Regional Environment Programme	FY 2018-19 (AUD)	FY 2019-20 (AUD)	FY 2020-21 (AUD)	FY 2021-22 (AUD)	TOTAL \$
Personnel	\$0	\$0	\$0	\$0	\$0
Operating costs	\$0	\$0	\$0	\$0	\$0
Capital procurement	\$0	\$0	\$0	\$0	\$0
Activity costs	\$109,377	\$0	\$0	\$0	\$0
Total SPREP Budget	\$109,377	\$0	\$0	\$0	\$109,377

2. ACTIVITY FTE

FTE Activity 1 - Pacific Sea Level and Geodetic Monitoring Project (PSLGM):

Position Title	FTE	Org	Location
N/A	0	SPREP	Apia

FTE Activity 2 - Climate Data for the Environment Project (CLiDE):

Position Title	FTE	Org	Location
• CLiDE IT Support Officer	0.5	SPREP	Apia

FTE Activity 3 - Seasonal Prediction Project (SPP):

Position Title	FTE	Org	Location
• SPREP Climatologist	1.00	SPREP	Apia
• SPREP IT Support Officer	0.50	SPREP	Apia

FTE Activity 4 - Coordination and Communication Unit (CCU):

Position Title	FTE	Org	Location
• SPREP Communications and Capacity Development Officer	1.00	SPREP	Apia
• SPREP Traditional Knowledge and Capacity Development Officer	1.00	SPREP	Apia
• SPREP Admin and Finance Assistant	1.00	SPREP	Apia

REPORTING, MONITORING AND EVALUATION

1. REPORTING, MONITORING AND EVALUATION

The core tools required for the monitoring and evaluation process for all activities must be reported by SPREP at each IPMG, in addition to providing a briefing to stakeholders at each annual Steering Committee meeting. These include the following:

- **Annual Work Plan:** SPREP will contribute to providing details on activities' work plan/output level with adequate oversight of operations to ensure that resources usage align with approved activity.
- **Progress Report:** Progress reporting will be submitted by SPREP project team leaders to the CCU one month prior to each meeting of the IPMG, and will report against objectives, outcomes and activities.
- **Traffic Light Report:** SPREP will regularly monitor progress level and status of each activity against annual plans and update risk register accordingly.
- **Financial Report:** SPREP will provide quarterly financial reports, tracking expenditure against budget for each activity.
- **Performance Assessment Framework (PAF):** performance management of the program and project-level end-of-phase outcomes required to achieve the COSPPac2 objectives as outlined in this document. This PAF will be fully populated with targets by the CCU in consultation with SPREP at the pre-implementation workshop in March 2018 for submission to the IPMG for approval prior to Phase 2 commencement.

The CCU will report performance against the PAF at each meeting of the IPMG and will provide a briefing on progress to stakeholders at each annual Steering Committee meeting.

SPREP will provide a risk management plan, including SPREP's strategies on how it will eliminate or mitigate health and safety risks and manage relevant aid program risks that are prevalent in foreign countries where ODA activities are undertaken, including safeguard issues (child protection, environment and displacement), fraud, corruption and terrorism risks

SCHEDULE 3

(Deed of Variation n. 1 dated 16 May 2019)

DEED OF VARIATION

THIS DEED is made on the _____ day of _____ 2019.

BETWEEN: The **Bureau of Meteorology**, ABN 92 637 533 532 (the **Bureau**)

AND: **Secretariat of the Pacific Regional Environment Programme (SPREP)**

WHEREAS:

- E.** By a Memorandum of Understanding dated 16 May 2018, (“MOU”) commencing on the date specified in Item 1 of the Schedule 1, the parties set out their understandings concerning their respective responsibilities in relation to the Climate and Oceans Support Program in the Pacific Phase 2 (COSPPac2 the Program).
- F.** This Deed is supplemental to the MOU.
- G.** The parties have mutually agreed to vary the MOU, in the manner specified in Item 11.1 (“Amendments and Termination”) on the terms and conditions contained in the MOU.

NOW THIS DEED WITNESSES AS FOLLOWS:

- 1. 1.1** To the extent, if any, to which any of the provisions of the MOU differ or depart from provisions of this Deed as to any matter whatsoever the provisions of this Deed shall prevail.
- 1.2** The proper law of this Deed shall be the law of the State of Victoria; Australia and the parties agree to accept the jurisdiction of the Courts of the State of Victoria and the jurisdiction of the High Court of Australia.
- 1.3** No party to this Deed shall save as is expressly provided for in this Deed assign any of its rights, privileges, duties or obligations under this Deed to any other person, firm or corporation without the consent in writing of the other party.
- 1.4** Each party shall bear its own legal costs of and incidental to the negotiation, preparation and execution of this Deed.
- 1.5** If any provision or covenant of the MOU as hereby varied is rendered void or unenforceable, then such provision or covenant or part thereof shall be read down to the extent necessary or, if the same cannot be so read down, severed

Annex 1

from the balance of the MOU without affecting the validity of the remaining provisions which shall remain of full force and effect.

4. The Bureau and SPREP have agreed to vary the MOU by the amendments and as otherwise provided in this Deed. The Bureau and SPREP hereby covenant and agree that as from the date specified in Item 2 of the Schedule 1 (“the Variation Date”) the MOU shall be varied in the manner specified in Item 3 of the Schedule and as otherwise provided in this Deed, and a consolidated MOU updated to include the amendments is attached at Schedule 2 for ease of reference
5. In all other respects the parties **HEREBY CONFIRM** the said MOU and the terms and conditions of the said MOU.

SIGNATURES

Signed on behalf of **Secretariat of the Pacific Regional Environment Programme** by:

Signed on behalf of the Commonwealth of Australia as represented by its **Australian Bureau of Meteorology** by:

Signature

Signature

Name and designation

Name and designation

SCHEDULE 1

Item 1:

Commencing Date: 16 May 2018

Item 2:

Variation Date: _____ day of _____ 2019

Item 3:

The Agreed Variations:

	1.	Clause 2.1 – Commencement Date and Term Clause 2.1 is deleted and replaced with the following wording: "This MOU will be deemed to have commenced on 18 April 2018, and subject to clause 11.2, will terminate on 30 June 2022".
	2.	Annex 1 – Part 2, Activity Budget The Activity Budget contained in Annex 1, Part 2 of the MOU is deleted and replaced with the following table

ACTIVITY BUDGET

The maximum amount payable by the Bureau in respect of the combined Activities is AUD \$2,849,376.99, inclusive of applicable taxes.

Definitions	
Overall	The amounts between the categories defined below may be varied by up to 20% to fulfil approved workplan requirements and to address identified short-comings and regional priorities, with prior approval by the COSPPac manager.
Personnel	Personnel costs include all salaried positions related to the program. This includes staff whose salaries may be partially charged to this program as well as staff dedicated exclusively to this program. This does not include consultant fees, which are included under activity costs.
Operating costs	Operating costs include all expenses related to overhead operations including office rent, corporate utilities, corporate information and communications technology charges and any corporate administrative charge. This category also includes among others: the full cost recovery of facilities and ICT, defined by a specific amount per staff by the organisation; and also corporate administration costs with 15% of total direct costs.
Capital procurement	All costs related to the procurement of major capital equipment (valued at > \$2000).
Activity costs	All costs related to the implementation of project activities. Includes participant transport costs, per diems, catering, development of training materials, consultant and trainer fees related to program activities, costs associated with the production of materials, facility rental for specific events and activities, in-country activity utilities e.g. power to sea level stations, public awareness campaigns etc.

Budget Activity 1: Pacific Sea Level and Geodetic Monitoring Project (PSLGM):

<i>Secretariat of the Pacific Regional Environment Programme</i>	FY 2018-19 (AUD)	FY 2019-20 (AUD)	FY 2020-21 (AUD)	FY 2021-22 (AUD)	TOTAL \$
Personnel	\$0	\$0	\$0	\$0	\$0
Operating costs	\$0	\$0	\$0	\$0	\$0
Capital procurement	\$0	\$0	\$0	\$0	\$0
Activity costs	\$0	\$0	\$0	\$0	\$0
Total SPREP Budget	\$0	\$0	\$0	\$0	\$0

Budget Activity 2: Climate Data for the Environment Project (CLiDE):

<i>Secretariat of the Pacific Regional Environment Programme</i>	FY 2018-19 (AUD)	FY 2019-20 (AUD)	FY 2020-21 (AUD)	FY 2021-22 (AUD)	TOTAL \$
Personnel	\$0	\$0	\$83,850	\$83,850	\$167,700
Operating costs	\$0	\$0	\$9,467	\$9,468	\$18,935
Capital procurement	\$0	\$0	\$0	\$0	\$0
Activity costs	\$0	\$0	\$10,824	\$10,825	\$21,649
Total SPREP Budget	\$0	\$0	\$104,142	\$104,143	\$208,284

Budget Activity 3: Seasonal Prediction Project (SPP):

<i>Secretariat of the Pacific Regional Environment Programme</i>	FY 2018-19 (AUD)	FY 2019-20 (AUD)	FY 2020-21 (AUD)	FY 2021-22 (AUD)	TOTAL \$
Personnel	\$256,581	\$261,713	\$266,947	\$272,286	\$1,057,526
Operating costs	\$28,323	\$28,889	\$29,467	\$30,056	\$116,736
Capital procurement	\$6,375	\$0	\$0	\$0	\$6,375
Activity costs	\$26,648	\$27,180	\$27,724	\$28,279	\$109,831
HPD Activity costs	14,095	0	0	0	14,095
Total SPREP Budget	\$332,022	\$317,782	\$324,138	\$330,621	\$1,304,564

Budget Activity 4: Coordination and Communication Unit (CCU):

<i>Secretariat of the Pacific Regional Environment Programme</i>	FY 2018-19 (AUD)	FY 2019-20 (AUD)	FY 2020-21 (AUD)	FY 2021-22 (AUD)	TOTAL \$
Personnel	\$272,865	\$274,130	\$275,420	\$275,422	\$1,097,837
Operating costs	\$27,726	\$27,872	\$28,022	\$28,037	\$111,656
Capital procurement	\$0	\$0	\$0	\$0	\$0
Activity costs	\$7,650	\$7,849	\$8,053	\$8,201	\$31,753
HPD Activity costs	95,282	0	0	0	95,282
Total SPREP Budget	\$403,522	\$309,851	\$311,495	\$311,660	\$1,336,529

	<p>3. Clauses 7.7 and 7.8 Clauses 7.7 and 7.8 are deleted and replaced with the following clauses:</p> <p>7.7 Each financial year the Bureau will ensure timely quarterly disbursement of funds to SPREP after receipt from SPREP of:</p> <ul style="list-style-type: none">a. A quarterly rendered invoice accompanied by completed quarterly financial reports in accordance with the budget endorsed by the COSPPac2 Steering Committee; andb. An acquittal statement for the financial year, referencing the budget for completed activities, certified by the responsible Finance Manager or delegate in SPREP. <p>Disbursements for each financial year will be reduced by the value of unspent and uncommitted funds from the previous financial year. At the completion of the activities the unexpended part of disbursements by the Bureau to SPREP (if any), will be returned by SPREP to the Bureau.</p> <p>7.8 Provided SPREP has submitted a correctly prepared invoice for completed activities in the current quarter, along with quarterly financial report confirming that funds for that quarter have been properly applied towards the purpose for which they were given, the Bureau will make an advance payment for the following quarter. Exchange rate fluctuations identified in the financial statements will be absorbed by SPREP.</p>
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