

## Hosting Agreement

This Hosting Agreement (hereinafter referred to as “Agreement”) and its annexes is made upon signature by both Parties.

BETWEEN:

The Pacific Community (hereinafter referred to as SPC) a regional organisation formed by the Governments of the Pacific Region, represented by its Deputy Director General, and having its office at 95 Promenade Roger Laroque, BP D5, 98848 Noumea, New Caledonia

AND

The Secretariat of the Pacific Regional Environment Programme (hereinafter referred to as “SPREP”) a regional environment organization formed by the Governments of the Pacific Region, represented by its Director General, and having its office at Vailima, P.O. Box 240, Apia, Samoa.

The purpose of this Hosting Agreement is to establish the terms and conditions between SPREP and SPC for the provision of common services provided by SPREP to the SPC Regional Director for Polynesia and the SPC Senior Adviser, Climate Change Multilateral Agreements, at the premises of SPREP in Apia, Samoa.

### **Based on the negotiations between SPC and SPREP**

1. SPREP will host the SPC Regional Director for Polynesia and SPC Senior Adviser, Climate Change Multilateral Agreements at the Pacific Climate Change Centre (PCCC) and provide the services described in Annex 2 for a period of 8 months, effective from the date this agreement is signed to 31 December 2022, unless extended in line with clause 7 hereinbelow.
2. SPC shall provide SPREP with funds for the provision of the services as outlined in this agreement and further described in Annex 2. Funds will be made available on a monthly basis, based on the estimated rental fee as reflected in attached Annex 1. Annex 1 may be updated on an annual basis, or as appropriate.
3. During the term of this Agreement, the Parties shall have the right to request reasonable changes to the scope of the Services described in Annex 2. All changes shall be in writing and signed by authorized representative of the Parties.
4. This Agreement shall be effective upon signature by both parties pursuant to Clause 10, until 31 December 2022, unless extended in line with clause 7 hereinbelow.

### **5. Schedule of payments:**

SPC shall provide SPREP with funds up to a maximum amount of USD\$12,000 (Twelve thousand United States Dollars). Commencing as of the Commencement date in clause 4 above, SPC shall disburse on monthly



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basis to SPREP, rental service fees specified in the below table:

Description	Date	Amount (USD)
Monthly payment for May 2022 – December 2022	Every first day of the month	USD\$1,500
<b>Total payment for May – December 2022</b>		<b>USD\$12,000</b>

6. **Banking Details:**

The funds shall be deposited in:

<b>Beneficiary Name</b>	<b>SPREP USD Working Account</b>
<b>Beneficiary Account Number</b>	<b>01-849599-07</b>
<b>Beneficiary Bank</b>	<b>Bank of South Pacific (Samoa) Ltd</b>
<b>SWIFT Code</b>	<b>BOSPWSWS</b>
<b>Beneficiary Bank USD Correspondent</b>	<b>Bank of America Corporation 222 BROADWAY New York, NY 10038</b>
<b>Beneficiary Bank A/C no. with Trust NY</b>	<b>United States of America 6550-7-80003 Bank South Pacific</b>
<b>Swift Code</b>	<b>(Samoa) Ltd</b>
<b>Fedwire</b>	<b>BOFAUS3N</b>
<b>Chips</b>	<b>ABA#026009593</b>
<b>Details of payment/Bank to Bank information</b>	<b>Pay SPREP – Office SPC Regional Director for Polynesia and Senior Adviser, Climate Change Multilateral Agreements</b>

7. This agreement, including its Annexes thereto, can only be changed through an agreed modification in writing.
8. Either Party may terminate this Agreement upon serving a written notice to the other party at least 1 month prior to such termination.
9. Any dispute arising out of or in connection with this Agreement shall be settled through friendly negotiation between SPC and SPREP. Should attempts at amicable negotiation fail, any such dispute shall, upon request by either Party, be submitted to the Directors General of SPC and SPREP for review and mediation.
10. This Agreement shall enter into force on the date of the last signature by the Parties. This Agreement shall be in effect for a period of 8 months as indicated in Clause 1, unless terminated earlier pursuant to Clause 8 above.
11. The Parties shall carry out their respective responsibilities in accordance with the provisions of the Agreement.



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12. SPREP shall be solely and completely responsible and accountable for all services performed by its personnel, agents, employees, or contractors.
13. Nothing in or relating to this Agreement shall be deemed a waiver, express or implied, of any of the privileges and immunities of either of the Parties.
14. The Parties agree that Annexes 1 and 2 to this Agreement are an integral part of the Agreement.

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto, have on behalf of the Parties hereto signed the present Agreement at the place and on the day below written.

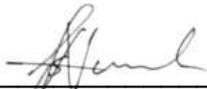
**For and on behalf of SPC:**



\_\_\_\_\_  
Cameron Diver  
Deputy Director – General Operation and Integration (SPC)

Place: Noumea, New-Caledonia Date: 20/06/2022

**For and on behalf of SPREP:**



\_\_\_\_\_  
Sefanaia Nawadra  
Director General  
Secretariat of the Pacific Regional Environment Programme (SPREP)

Place: Apia, Samoa

Date: 21/06/2022



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## Annex 1

### Rental & Services fees for the SPC Programme

Component	Amount (USD)
Monthly rental charge	USD\$1,500.00



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## Annex 2

### DESCRIPTION OF SERVICES PROVIDED

#### Location of the SPC Regional Director for Polynesia & Senior Adviser, Climate Change Multilateral Agreements

1. First floor of the Pacific Climate Change Centre (PCCC) building hosted at the SPREP Compound, Apia Samoa

#### Office Space, Utilities & SPREP's Corporate Services

1. SPREP will provide an open office space of approximately 184 square feet for housing the SPC Regional Director of Polynesia and SPC Senior Adviser, Climate Change Multilateral Agreements, on the first floor of the PCCC building.
2. SPC will pay SPREP a service fee based on the total value of the office space, the utilities costs or corporate services and other costs and outgoings, as mutually agreed. The monthly rent is USD \$1,500 per month. The total rent for 8 months is USD\$12,000
3. SPC Regional Director for Polynesia and SPC Senior Adviser, Climate Change Multilateral Agreements will have access to the following utilities at SPREP: internet, electricity, water, direct phone lines, IT network lines, security, office cleaning, air conditioning, morning tea facilities, toilets, and conference rooms.
4. SPC Regional Director of Polynesia and SPC Senior Adviser, Climate Change Multilateral Agreements will have access to and use of the following corporate support services: mailing, reception, parking spaces, courier, office-transport (when requested for meetings and transportation of goods and materials) finance and accounting services.
5. SPREP shall provide the following office furniture and equipment for use by the SPC Director and SPC Senior Adviser in the performance of this contract: desks, filing cabinets, office chairs, bookshelf, including free access to the PCCC printer.

#### PCCC Business Centre

6. The PCCC Business Centre is available free of charge to the SPC Director of Polynesia and the SPC Climate Change Adviser for small meetings, based on availability and with advanced booking in line with the PCCC booking system.

#### PCCC Conference Rooms, SPREP Entertainment Fale and SPREP Training and Education Centre for Workshops and meetings

7. SPREP will make the above facilities available, as needed and depending on availability, on a cost basis at the rate charged to SPC.

#### Invoicing of the Actual Costs

8. SPREP will be charging actual cost for any other costs not covered under the service fee to be incurred by SPC to be paid following provision of a monthly invoice by SPREP.



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### **Other Provisions**

9. SPC will be responsible for its own corporate image, seclausete from SPREP, for its communications, promotions, public relations, and advertising including letterheads, business cards, e-mail and website addresses, promotional material, logo, signs and displays.
  
10. SPC is authorised to post seclausete signage subject to approval from SPREP, at its own expense in vicinity of existing signs and boards, to advertise the housing of SPC Programme staff as indicated in this agreement.
  
11. SPC shall comply with SPREP's Values and Code of Conduct and any applicable rules and regulations that apply to all SPREP Community members including rules and policies intended to help ensure a safe and healthy work environment.



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