

Annex 2

London Hospital

Healthcare Waste Incinerator

1. Duration

1. The work will commence from the date that this agreement is signed.
2. The work will finish no later than on 8 September 2024

2. Investment

1. The PacWastePlus Programme is subject to the Terms and Conditions of the Pillar Assessed Grant or Delegation Agreement (PAGoDA), and as such is required to manage all Programme Funds directly, and not disperse these funds to third parties unless through a procurement process that follows the approved SPREP Procurement Policy. As such, PacWastePlus programme investment will be managed by the PacWastePlus Programme Management Unit (PMU).

3. Status of Partner

1. The status of the partner shall be as an agency of equal standing according to the spirit and tenor of the over-arching MOU to which this Annex is attached.

4. Title Rights

1. Other than material purchased by the Partner from the Partner's own funds, any material permanently obtained for the purpose of fulfilling this Agreement shall be the property of SPREP.
2. Unless otherwise stated in this Agreement, intellectual property shall be the property of SPREP.

5. Delay

1. Each Partner must notify the other in writing as soon as the Partner becomes aware of circumstances (including any Dependency or an Extraordinary Event) which may give rise to delay together with an estimate of further time required for the completion of the Services and the Parties will consult in good faith as to how to proceed.
2. In event of any Dependency affecting the Partner's ability to provide the Services and notified under this clause, then the Parties will, as appropriate, also consult in good faith to agree an extension of time, variation to the Services accordingly.
3. The Parties agree that the following are Dependencies under this Agreement:
 - a. Travel restrictions or bans affecting the Partner's ability to travel.
 - b. The ability of the Partner to secure reasonable input from experts and identified stakeholders due to their inability to use video-conferencing facilities.
 - c. Timely provision of all information, approvals, and assistance by SPREP that the Partner reasonably requires to provide the Services.

6. Confidentiality

1. Unless otherwise stated in this MOU or as otherwise agreed in writing by the Parties, neither 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.

7. Dispute resolution

1. The Parties shall cooperate to carry out their obligations in good faith and shall endeavor to resolve any disagreement in an amicable manner, including through use of mediation and conciliation processes.

8. Variation

1. This Annex may be varied by written agreement of the Parties.

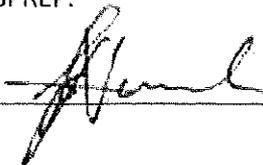
15. Project Focal Points

1. Bradley Nolan and Lance Richman of SPREP, and for Kiribati, Taulehia Pulefou, Program Manager - Waste Management & Pollution Prevention, MELAD and Dr. Teraira Bangao, Health Officer in Charge, London Hospital are responsible for managing the Annex delivery of the PacWastePlus Programme, including:
 - a. Managing the relationship between the Parties
 - b. Overseeing the effective implementation of this Annex
 - c. Act as a first point of contact for any issues that arise and,
 - d. Address and resolve any issues in a prompt manner.
 - e. Changing the Focal Point
2. If a Party changes its Focal Point 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 and return to SPREP.



Sefanaia Nawadra
Director General
SPREP



Ms Saitofi Mika
Secretary of Health & Medical Services
Kiribati

-Date: 22/08/2022

Date: 12/10/22

Attachment 1: London Hospital Healthcare Waste Incinerator

The PacWastePlus Programme has received approval from the European Union (Programme Donor) to aid the Ministry to make the PacWaste purchased healthcare waste incinerator operational. Based on discussions with Hospital staff, and the Ministries consultant, the following details outline the project commitments from both the Kiribati Government and SPREP.

Programme Commitment

Kiribati, Ministry of Health & Medical Services will:

- a. Assist **SPREP's** contractors to install, and commission a healthcare waste incinerator located at London Hospital, in Kiritimati Island, Kiribati.
- b. Ensure on-going recurrent funding is allocated to ensure efficient operation of the healthcare waste incinerator (e.g. funding to purchase fuel, etc.)
- c. Ensure on-going recurrent funding necessary to undertake routine maintenance and replacement parts
- d. Ensure hospital staff are trained in the safe use and operation of the healthcare waste incinerator, including new staff as they are employed.
- e. Ensure hospital staff have access to appropriate PPE when operating the incinerator.

SPREP will undertake the following one-off actions

- a) Engage a consultant to undertake the purchase, delivery, installation, and commissioning of a healthcare incinerator to support the London Hospital, Kiritimati Island.
- b) Engage a consultant to conduct user and maintenance training for hospital staff.