

Memorandum of Understanding (MOU)

between the

***Commonwealth of Australia (Commonwealth) as represented by
the Bureau of Meteorology (ABN 92 637 533 532) (the Bureau)
and Secretariat of the Pacific Regional Environment Programme
the (Partner)***

for the

Climate and Oceans Support Program in the Pacific Phase 3

As at 13th of September 2023

1. GENERAL

1.1 This Memorandum of Understanding (MOU) sets out the understandings of the Bureau and the Secretariat of the Pacific Regional Environment Programme (SPREP) (the Partner) (together the Partners) concerning their respective responsibilities in relation to the Climate and Oceans Support Program in the Pacific Phase 3 (COSPPac3) (the Program).

1.2 Program aim and deliverables

The Program will focus on five key deliverables:

1. Observations infrastructure and data support;
2. Data management, products and services;
3. Communications with and between key stakeholders and diverse communities (knowledge brokering);
4. Capacity development; and
5. Governance – including transition arrangements.

All five deliverables will have strong 'Traditional Knowledge' (TK) and 'Gender Equity and Disability Inclusion' (GEDSI) focuses.

The aim of the COSPPac3 Program, as outlined in the Investment Design Climate and Oceans Support Program in the Pacific - Phase 3 (COSPPac3) document theory of change is that:

'Pacific Island National Hydrological Meteorological Services (NHMSs) are delivering useful and usable climate and ocean information services in partnership with priority stakeholders, including affected communities and marginalised groups, (End of Program Outcome) such that Pacific Island stakeholders are using climate and ocean information to enable all Pacific peoples to remain resilient to the impacts of climate change and disasters so that they are able to lead safe, secure and prosperous lives (Impact).'

To achieve this aim, the Program will focus on delivering support to achieve three high-level outcomes, as listed here:

1. NHMSs are operating and maintaining an enhanced set of observation and data management infrastructure (including for traditional knowledge) in line with global standards, and are increasingly sharing related data;
2. NHMSs are actively generating and refining climate and ocean information products/services utilising consolidated portals and COSPPac supported (and other best available) models and tools; and
3. NHMSs are coordinating two-way communication of COSPPac products/services with priority stakeholders (including communities and marginalised groups) utilising inclusive processes and are evaluating these products/services.

The Program will build on the success and intentions of previous programs. It will maintain programs which the Pacific relies on and could not deliver on their own, it will transition activities where the capacity in the Pacific is commensurate with delivery, and it will introduce new activities which respond to the calls from the region.

2. COMMENCEMENT DATE AND TERM

- 2.1 This MOU will be deemed to have commenced on 1 July 2023, and subject to clause 11.2, will terminate on 30 June 2027.

3. PRINCIPLES

- 3.1 To deliver the outcomes of the COSPPac3 Program, the Bureau and SPREP will work in partnership, guided by the following principles:
- a. The application of COSPPac3 resources is 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. COSPPac3 approaches must align with Pacific regional policies and national structures, systems and plans;
 - e. COSPPac3 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's bilateral partnerships with Pacific Island Countries;
- i. Open and professional interactions between the Partners, emphasising fairness, transparency, accountability and mutual trust; and
- j. A commitment to good project governance demonstrating effective, efficient and accountable use of COSPPac3 Program's funding and resources in programs and activities that drive COSPPac3 Program outcomes.

4. PARTNERSHIP ARRANGEMENTS

- 4.1 The Australian Government Department of Foreign Affairs and Trade (DFAT) has engaged the Bureau as Managing Contractor for the COSPPac3 Program.
- 4.2 The Bureau will implement the COSPPac3 Program and be responsible for achievement of the COSPPac3 Program outcomes through delivery of the COSPPac3 Program in partnership with DFAT, Geoscience Australia (GA), National Institute of Water and Atmospheric Research (NIWA), 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) (together the implementation partners).
- 4.3 The Partners acknowledge that appropriate instruments will be put in place between the Bureau and the other implementation partners as necessary to deliver COSPPac3 Program outcomes.

5. ACTIVITIES

- 5.1 The Partners have set out the terms of their cooperation to deliver the COSPPac3 Program outcomes by completing the activities listed in the activity schedule annexed and called Annex 1.

- 5.2 DFAT 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 COSPPac3 program; and
 - d. Requirements for reporting, monitoring and evaluation of the activity.
- 5.5 SPREP will work closely with the Bureau, and other implementation 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 Partners 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 Partners agree to each take reasonably practicable steps to 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 Partner 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 Partner 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 Partners agree to consult, cooperate and coordinate with each other in relation to the applicable work health and safety laws. It will be the responsibility of the Partner who has the primary duty of care towards the worker to facilitate this consultation.

6.7 Without limiting this MOU, either Partner will, on request by the other Partner, give all reasonable assistance to the other Partner by way of provision of 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 Partners 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 Partner who has the primary duty of care towards the worker to facilitate this consultation on behalf of the Partners.

6.9 Either Partner may request the other Partner to take specified measures in connection with that Partner's work under this MOU that the requesting Partner considers reasonably necessary to attend to an event or circumstance that has, or is likely to have, an adverse effect on the health or safety of persons. The Partners 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 Partner to practically and adequately attend to 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. Support the notification by DFAT to 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 Partner notifies the regulator;
- b. Immediately report the matter to the other Partner, 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 Partner a written report giving further details of the Notifiable Incident, including the results of the investigations required by the Clause above and a statement of the steps the Partner has taken or that the Partner proposes to take as required by this Clause above; and
- g. Within three months after the Notifiable Incident, give the other Partner a written report giving full details of its actions in relation to the Notifiable Incident.

6.11 Each Partner agrees to fully cooperate, at its own cost, with any investigation by any government agency (including Comcare and WorkSafe NZ) 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) and New Zealand's Health and Safety at Work Act 2015.
- 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 COSPPac3 Program activities, SPREP will, as far as reasonably practicable, abide by the intent of the Australian Commonwealth Work Health and Safety 2011 legislation to which the COSPPac3 Program must comply.
- 6.16 To the fullest extent possible, SPREP will abide by the intent of the international Environment law, as outlined in Part 6 Annex 1, and to which the COSPPac3 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 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 COSPPac3 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 COSPPac3 Steering Committee.
- Disbursements for each financial year (FY) will be calculated taking into account unspent and uncommitted funds from the previous financial year. Notwithstanding the foregoing, in the event that budgeted funds cannot be expended in the final quarter of the FY, due to unforeseen circumstances beyond the reasonable control of SPREP such as Force Majeure, activities in progress may be carried into the next FY provided such activities are completed without delay and do not delay activities already committed during the following FY. 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. On completion of the current quarter, SPREP will provide a schedule of activities and an estimate of costs 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 capital equipment or assets procured by SPREP for the activities.

7.11 Unspent funds will be allocated to COSPPac3 Program activities, as prioritised by the COSPPac3 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 to which it relates;
- b. The amount of funding to be paid by the Bureau together with any requisite substantiating material; and
- c. The name of the COSPPac 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 COSPPac3 Activity Manager. Alternatively, if email is not available, invoices can be posted to:

COSPPac – 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 COSPPac3 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 COSPPac3 document.
- 9.3 SPREP will assist the COSPPac3 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. In the event of a dispute arising, if the dispute has not been resolved within thirty (30) days (or such longer period as the Partners may agree), then either Partner may refer the dispute to the <relevant COSPPac> technical coordination committee for consideration. If after thirty (30) days the technical committee is unable to resolve the matter, either Partner may refer the matter to the COSPPac Steering Committee for resolution and a final decision on the matter.
- 10.2 SPREP will inform the Bureau of programs and projects, other than COSPPac3 that potentially duplicate the purpose of the activities.

- 10.3 As a member, a senior officer from SPREP will participate in the COSPPac3 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 Partners 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 Clause <19.1> of this MOU shall survive the expiry or termination of this MOU.

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 Programme
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 Business Solutions Group
Australian Bureau of Meteorology
GPO Box 1289
Melbourne VIC 3001
AUSTRALIA

13. ANTI-CORRUPTION

- 13.1 The Bureau and SPREP are committed to preventing and detecting corruption and bribery. The SPREP through its employees, contractors, agents and representatives will not make or cause to be made, nor receive or seek to receive, any offer, gift or payment, consideration or benefit of any kind, which would or could be construed as an illegal or corrupt practice, either directly or indirectly to any person, as an inducement or reward in relation to the implementation of this MOU or any arrangement or provision of funds in relation to the Activity. The Bureau will use its best endeavours to ensure that any employee, contractor,

agent, representative or other entity involved in the Activity will also adhere to this provision.

- 13.2 For the purposes of paragraph 13.1, the term “corrupt” includes any action or practice which would warrant disciplinary procedures being taken against an individual under applicable laws.
- 13.3 SPREP will, within its own governance and policy framework, promptly notify the Bureau of any suspected or actual 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 corrupt activity.
- 13.4 In consultation with SPREP, the Bureau may request the return of funds provided under this MOU where corruption or bribery has been identified.

14. COUNTER TERRORISM AND SANCTIONS

- 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 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.
- 14.3 If, during the course of this MOU, SPREP discovers that an organisation or individual involved in the MOU is listed on a ‘Relevant List’ or has any link whatsoever with any organisation or individual associated with terrorism it will inform the Bureau immediately.
- 14.4 Notwithstanding the expiration or termination of this MOU, in the event that any funds provided under this MOU are found to have been paid to organisations and individuals associated with terrorism or listed on a Relevant List, SPREP will use its best

endeavours to recover an amount equivalent to such funds and will refund to the Bureau any amount so recovered.

14.5 For the purposes of this MOU, 'Relevant List' means any one of the lists of terrorist organisations made under Division 102 of the Criminal Code Act 1995 (Cth), the Autonomous Sanctions Act 2011 (Cth), the Charter of the UN Act 1945 (Cth) and the 'Consolidated List' as updated from time to time and available at <https://www.dfat.gov.au/international-relations/security/sanctions/consolidated-list>.

14.6 For the purpose of the Activity, SPREP will, as far as possible, abide by the intent of the Australian legislation to which the COSPPac3 Program must comply.

15. CHILD PROTECTION

15.1 The Partners will abide by their own relevant policies, international declarations, conventions, agreements and domestic legal frameworks that relate to child protection and accept to take timely action, including investigation, in accordance with these commitments.

The Partners have a zero-tolerance approach towards child exploitation, abuse and/or harm and undertake to act in a manner consistent with the UN 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 The Partners commit to take timely action, including investigating any alleged child exploitation or abuse, in accordance with their own regulations, rules, policies and procedures.

15.4 Where practicable, SPREP will consult with the Bureau prior to the publication or release of information relating to Child Protection.

16. PREVENTING SEXUAL EXPLOITATION, HARASSMENT AND ABUSE (PSEAH)

16.1 The Partners have a zero-tolerance towards sexual exploitation, abuse and harassment and undertake to act in a manner consistent with the principles of the DFAT's PSEAH policy (accessible at www.dfat.gov.au/pseah).

16.2 The Partners will abide by their own relevant policies, international declarations, conventions, agreements and domestic legal frameworks that relate to PSEAH and will take timely action, including investigating any alleged incidents of

sexual exploitation, harassment or abuse, in accordance with these commitments.

- 16.3 If, during the term of this MOU, a Partner suspects or discovers that an organisation or individual involved in the Activity is associated with incidents of sexual exploitation, abuse or harassment, it will promptly inform DFAT. When informing DFAT of any incidents, the Partner will have regard to its privacy obligations and relevant sensitivities of the material being communicated and, at all times, act with respect for the survivors and others involved, as the case may be.

17. FRAUD

- 17.1 The Bureau and < PARTNER> will take responsibility for:
- a. preventing, detecting and investigating fraud including fraud within those functions outsourced to or performed by a contractor or any other entity relating to the management or administration of the Activity; and
 - b. ensuring that their personnel (i.e. officers, employees, contractors and agents) are responsible and accountable, as part of their routine responsibilities, for preventing and reporting any fraud or suspected fraud.
- 17.2 The SPREP will provide to the Bureau a written report within 5 working days of becoming aware of any fraudulent activity connected with the Activity, including any suspected or attempted fraud. The report is to detail the nature of the alleged fraud, any action or steps taken by the SPREP with respect to investigating the alleged fraud and the alleged fraud's impact on implementation of the Activity.
- 17.3 Upon receipt of the report, the Partners will discuss what steps or additional action needs to be undertaken with respect to investigating the alleged fraud, having regard to SPREP's own procedures for fraud investigation.
- 17.4 Where the investigation finds or concludes that a SPREP employee, contractor or agent has engaged in fraudulent activity, the SPREP will make every effort to recover the Bureau's financial contribution or any property acquired with the Bureau's financial contribution through the fraudulent activity, including:
- a. taking recovery action in accordance with recovery procedures of the SPREP, including, civil litigation, where appropriate; and

- b. referring the matter to the police or other relevant authorities responsible for prosecution of fraudulent activity; or
- c. in the case of a SPREP employee, taking the relevant disciplinary procedures in accordance with any applicable relevant code of conduct or similar Bureau provisions where these exist.

17.5 The SPREP undertakes to keep the Bureau informed in writing of its efforts to recover any of the Bureau's contribution the subject of fraud, or suspected fraud. In the event any portion of the Bureau's contribution is recovered, the Partners will discuss whether those recovered funds should be put towards the Activity or returned to the Bureau.

17.6 For the purposes of this MOU, the terms 'fraudulent activity' and 'fraud' mean dishonestly obtaining a benefit by deception or other means.

18. BRANDING

18.1 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.

18.2 Where practicable, SPREP will consult with the Bureau prior to the publication or release information relating to branding.

19. INTELLECTUAL PROPERTY

19.1 This MOU does not intend to change or affect the ownership of Intellectual Property (IP) of either of the Partners.

19.2 If at any time, either of the Partners seeks to enter into a contractual or other arrangement with a third party which may affect the IP rights of either or both Partner required for the continued operation of this MOU, the Partner seeking to enter into the arrangement will consult the other Partner before doing so.

19.3 The Partners intend that each Partner will own the IP in any document or process that it creates in connection with this MOU.

19.4 The Partners will cooperate fully regarding the use of any IP created as a result of their joint endeavours.

19.5 In relation to third party IP, the Partners acknowledge that:

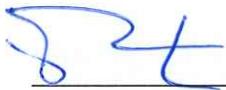
- a. To the extent that the Partners contribute to or use third party IP, the Partners will ensure that the third-party IP is used and provided in accordance with any licence terms; and

- b. To the extent that any IP created in connection with this MOU incorporates any third-party IP, the Partners will ensure that the intended use of the IP is consistent with any licence terms.

SIGNATURES

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

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

 7/11/2023

Signature

 13/09/2023

Signature

*Officer-in-charge
(Legal counsel)*

Name and designation

Matthew Coulton

Acting Group Executive Business Solutions Group

Name and designation

In the presence of:

In the presence of:



Signature of witness



Signature of witness

Everett A. Sica

Name of witness

Sonia Brusco

Name of witness

ACTIVITY OBJECTIVES AND DESCRIPTION

Secretariat of the Pacific Regional Environment Programme (SPREP) and implementing partners will contribute to the objectives and end of phase outcomes of the Program deliverables and outcome activities described below.

Deliverable 1: Observations infrastructure and data support

Strategic Deliverable 1: NMHSs are operating and maintaining an enhanced set of observation infrastructure in line with global regulated standards; and are sharing related data across the region.

Component 1.1: Pacific Sea Level and Geodetic Monitoring (PSLGM) Project infrastructure

Objective 1.1.1: To continue maintenance and support for the PSLGM network

Outcome 1.1.1.1: The equipment, calibration and data management systems are operational and meeting international standards.

Objective 1.1.2: To improve the PSLGM Network

Outcome 1.1.2.1: Sea level monitoring stations are upgraded with surveyable mounts and data logging equipment.

Outcome 1.1.2.2: Upgrade geodetic datum hardware and levelling equipment.

Outcome 1.1.2.3: Two additional portable tide gauges are provided and installed in each nation as required.

Outcome 1.1.2.4: Global Navigation Satellite Systems (GNSS) equipment is upgraded and two additional GNSS stations are installed per nation.

Outcome 1.1.2.5: Infrastructure replacement or relocation.

Outcome 1.1.2.6: Sea level and geodetic monitoring station installed in Tokelau.

Objective 1.1.3: To continue to transfer responsibility for the maintenance of sea level monitoring stations to Pacific agencies

Outcome 1.1.3.1: NMHS staff completing 'Six Monthly Infrastructure Maintenance' support visits.

Outcome 1.1.3.2: SPC manages the six-monthly infrastructure maintenance program.

Outcome 1.1.3.3: SPC can undertake in-field performance monitoring and maintenance of sea level monitoring stations.

Component 1.2: Climate Data for the Environment (CliDE) Project (only IT)

Objective 1.2.1: To continue maintenance and replacement of CliDE hardware

Outcome 1.2.1.1: Support the repair or replacement of aging or faulty hardware, backup NAS, and UPS as required.

Component 1.3: CliDE Services Client (CliDEsc - only IT)

Objective 1.3.1: To continue maintenance and replacement of CliDEsc hardware

Outcome 1.3.1.1: Support is provided for the repair or replacement of aging or faulty hardware as required.

Component 1.4: Climate Observational data

Objective 1.4.1: Observations sites and networks critical for climate monitoring are operational and data is shared

Outcome 1.4.1.1: Observations are restored at up to three open or recently closed Global Climate Observations System (GCOS) reference stations.

Outcome 1.4.1.2: AWS sensors are replaced or the stations are relocated for high-quality climate observations.

Component 1.5: Collection and storage of Traditional Knowledge (TK) (only IT)

Objective 1.5.1: To continue maintenance and replacement of TK database hardware

Outcome 1.5.1.1: Support is provided for the repair or replacement of aging or faulty hardware, backup NAS, and UPS as required.

Component 1.6: Flexible Funding Climate Station Restoration and Repair, and Data Sharing

Objective 1.6.1: To continue to maintain critical observations infrastructure

Outcome 1.6.1.1: Flexible funding is made available to restore failed key climate observation platforms to operations.

Outcome 1.6.1.2: Flexible funding is made available to support data IT infrastructure and data communication platforms.

Deliverable 2: Data management and Climate and Ocean Products and Services

***Strategic Deliverable 2:** Data management/data portals, models and tools [including TK] are revamped, and support provided to operate and maintain as well as utilise for product/service generation.*

Component 2.1: Pacific Sea Level and Geodetic Monitoring Project data management, products and services

Objective 2.1.1: Produce information products for analysis and the generation of sea level information based products

Outcome 2.1.1.1: Continue collecting, analysing, storing and disseminating high quality sea level and geodetic data.

Outcome 2.1.1.2: Absolute sea level data is produced and is accessible to end-users.

Outcome 2.1.1.3: Upgrade real-time data display for improved accessibility and usability.

Outcome 2.1.1.4: Upgrade geodetic datum software for improved geodetic monitoring.

Objective 2.1.2: Maintain and further develop PSLGM products and services including geospatial services

Outcome 2.1.2.1: Generate and publish tide calendars.

Outcome 2.1.2.2: Support the Pacific Tides App.

Outcome 2.1.2.3: Products generated from the PSLGM systems are meeting user needs.

Outcome 2.1.2.4: Geospatial services are coordinated by the PGSC partnership desk.

Component 2.2: Climate Data for the Environment Project (CLiDE)

Annex 1

Objective 2.2.1: Maintain CliDE and support the archiving of meteorological data and metadata

Outcome 2.2.1.1: CliDE is fully operational in all 14 partner countries; and data backup is secure.

Objective 2.2.2: Improve the Climate Data for the Environment system

Outcome 2.2.2.1: Validate and improve the usefulness of the CliDE through user testing and feedback.

Outcome 2.2.2.2: CliDE functionality is enhanced to meet user needs and requirements.

Outcome 2.2.2.3: Continue to improve CliDE ingest PSLGM of tide gauge data.

Outcome 2.2.2.4: Ingest additional data from offshore archives, oceanographic and ocean buoys into CliDE.

Outcome 2.2.2.5: Improve data and metadata management in CliDE to comply with WMO requirements.

Objective 2.2.3: Expand the Climate Data for the Environment system

Outcome 2.2.3.1: Conduct feasibility assessment and consultation on CliDE Branch for hydrological data.

Outcome 2.2.3.2: Develop CliDE to include hydrological data.

Objective 2.2.4: Provide NMHS with CliDE and Data Management training to support user data needs

Outcome 2.2.4.1: NMHS staff are able to input and retrieve CliDE data effectively, administrators can confidently keep CliDE operational.

Outcome 2.2.4.2: NMHSs are able to respond to user requests for data and information in a manner that is most fit for purpose.

Component 2.3: CliDE Services Client (CliDEsc)

Objective 2.3.1: Maintain CliDE Services Client (CliDEsc)

Outcome 2.3.1.1: CliDEsc is fully operational in partner countries.

Objective 2.3.2: Improve and expand CliDE Services Client (CliDEsc)

Outcome 2.3.2.1: Validate and improve the usefulness of the CliDEsc through user testing and feedback.

Outcome 2.3.2.2: Conduct appropriate software testing to evaluate and verify CliDEsc functionality, including model and product verification.

Outcome 2.3.2.3: Develop CliDEsc hydrological applications.

Objective 2.3.3: Provide partner countries with a range of in-country customised decision-support products and reports

Outcome 2.3.3.1: Modify CliDEsc models based on user feedback and sectorial needs.

Component 2.4: Ocean Portal

Objective 2.4.1: Maintain and enhance the Ocean Portal

Outcome 2.4.1.1: Validate and improve the usefulness of the Ocean Portal through user testing and feedback.

Outcome 2.4.1.2: Update and maintain the data on the Ocean Portal.

Outcome 2.4.1.3: Further develop the Ocean Portal to address user-specified needs and enhance its operations and applications.

Component 2.5: ACCESS-S

Objective 2.5.1: Enhance Pacific ACCESS-S

Outcome 2.5.1.1: Conduct user testing for Pacific ACCESS-S to validate their usefulness and gather feedback for improvements.

Outcome 2.5.1.2: Develop a Pacific ACCESS-S website to improve the delivery of existing and new products.

Outcome 2.5.1.3: Maintain and improve existing ACCESS-S products including near real-time verification and expanded prediction parameters.

Outcome 2.5.1.4: Build gridded data capabilities in NMHSs for improved ACCESS-S operations.

Objective 2.5.2: Provide NMHS training and support tailored sectorial products

Outcome 2.5.2.1: NMHSs can produce climate and oceans seasonal and sub seasonal prediction products and services that meet user needs.

Outcome 2.5.2.2: Develop tailored sectorial products.

Component 2.6: Multi-Source Weighted-Ensemble Precipitation (MSWEP)

Objective 2.6.1: Improve Multi-Source Weighted-Ensemble Precipitation (MSWEP) products

Outcome 2.6.2.1: Validate and improve the usefulness of the MSWEP Maps through user testing and feedback.

Outcome 2.6.2.2: Maintain and improve MSWEP data and products to better meet NMHS needs.

Outcome 2.6.2.3: Collaborate with NMHSs, NOAA, and MSWEP providers to obtain and verify station data for inclusion in MSWEP.

Component 2.7: Early Action Rainfall Bulletin

Objective 2.7.1: Enhance the Early Action Rainfall (EAR) Bulletin

Outcome 2.7.1.1: Conduct user testing for the regional and national EAR bulletins to validate their usefulness and gather feedback for improvements.

Outcome 2.7.1.2: Support the production of the regional and national EAR bulletins as required.

Outcome 2.7.1.3: Integrate EAR Watch rainfall monitoring and predictions with other data sets, such as water supply monitoring and historical impact data.

Outcome 2.7.1.4: Explore the development of a regional drought monitor to enhance drought forecasting capabilities.

Component 2.8: Ocean Climate Outlook Forum

Objective 2.8.1: Strengthen the Ocean Climate Outlook Forum (OCOF)

Outcome 2.8.1.1: Conduct user testing for the OCOF to validate their usefulness and gather feedback for improvements.

Outcome 2.8.1.2: Maintain and improve OCOF with the inclusion of Nauru, FSM and Tokelau in the forum if requested by the respective NMHSs.

Outcome 2.8.1.3: Expand the OCOF to include the analysis of hindcast skill maps and near real-time ACCESS-S outlook verification.

Component 2.9: Climate Bulletin

Annex 1

Objective 2.9.1: Improve the Climate Bulletin

Outcome 2.9.1.1: Conduct user testing for the climate bulletin to validate its usefulness and gather feedback.

Outcome 2.9.1.2: Review and respond to NMHS climate and ocean information needs.

Outcome 2.9.1.3: Upgrade the web-based and digital versions of the bulletin to enhance accessibility and usability.

Component 2.10: Weekly ACCESS-S Update

Objective 2.10.1: Enhance the Weekly ACCESS-S Update

Outcome 2.10.1.1: Conduct user testing for the Weekly ACCESS-S Update to validate its usefulness and gather feedback.

Outcome 2.10.1.2: Review and respond to NMHS climate and ocean information needs.

Outcome 2.10.1.3: Include other variables of interest in the Weekly ACCESS-S Update.

Component 2.11: Traditional Knowledge (TK) Project

Objective 2.11.1: Enhance the Traditional Knowledge (TK) Project

Outcome 2.11.1.1: Conduct user testing for TK database and TK products to validate their usefulness and gather feedback for improvements.

Outcome 2.11.1.2: Upgrade database and improve data security.

Outcome 2.11.1.3: Support the development of a TK data collection app with the capability to ingest data into the TK database.

Objective 2.11.2: Integrate the Traditional Knowledge (TK) Project

Outcome 2.11.2.1: Complete the integration of traditional indicators and conventional seasonal forecasts.

Outcome 2.11.2.2: Disseminate integrated TK and conventional scientific products to communities in at least five Pacific countries.

Objective 2.11.3: Expand the Traditional Knowledge (TK) Project

Outcome 2.11.3.1: Expand the TK project to other Pacific countries.

Outcome 2.11.3.2: Provide tablets to communities/villages for data collection and training on TK database usage.

Outcome 2.11.3.3: Support TK officers in up to 5 NMHSs.

Outcome 2.11.3.4: Develop and expand a community of practice for the collection and storage of TK across the Pacific.

Outcome 2.11.3.5: Engage with First Nations to integrate culturally appropriate data collection.

Objective 2.11.4: Develop Traditional Knowledge (TK) Communication Products

Outcome 2.11.4.1: Traditional knowledge is used as a tool for communicating and corroborating climate messages to local communities.

Component 2.12: Pacific Climate Change Data Portal and Tropical Cyclone Data Portals

Objective 2.12.1: Enhance the Pacific Climate Change Data Portal and Tropical Cyclone Data Portals

Outcome 2.12.1.1: Conduct user testing for the Pacific Climate Change Data Portal and Tropical Cyclone Data Portals to validate their usefulness and gather feedback.

Annex 1

Outcome 2.12.1.2: Redevelop the Pacific Climate Change Data Portal, replace ETCCDI extremes indices with Sector-Specific Climate Indices, and annually updating rainfall and temperature data for all sites.

Outcome 2.12.1.3: Redevelop the Tropical Cyclone Data Portals and update with the most recent tropical cyclone season data.

Component 2.13: Streamline COSPPac Portals

Objective 2.13.1: Streamline COSPPac Portals

Outcome 2.13.1.1: Develop a common interface that enables users to access all COSPPac products from one landing page.

Outcome 2.13.1.2: Ensure the streamlined interface includes the Ocean Portal, Climate Bulletin, OCOF, ACCESS-S website, PSLGM data including real-time data display, Pacific Climate Change Data Portal, and Tropical Cyclone Data Portals.

Outcome 2.13.1.3: Maintain the streamlined website, ensuring regular updates and content management.

Component 2.14: Training Program

Objective 2.14.1: Enhance the Training Program

Outcome 2.14.1.1: Conduct capacity mapping of the NMHSs to assess their IT, climate, and ocean services capabilities and identify training needs.

Outcome 2.14.1.2: Develop e-learning tools or online learning platform (e.g.: Moodle) for all COSPPac tools and products to facilitate training and capacity development.

Outcome 2.14.1.3: Provide training and capacity development planning and delivery based on the identified needs of the NMHSs.

Deliverable 3. Communications with and between key stakeholders and diverse communities

***Strategic Deliverable:** NMHSs are coordinating two-way communication of COSPPac products/services with their priority stakeholders utilising inclusive processes; and are evaluating these products/services.*

Component 3.1 Plan and Prepare

Objective 3.1.1: Enhance stakeholder engagement and communication planning

Outcome 3.1.1.1: Recruit Science Communication Officers and ICT Officers to establish links with stakeholders and develop communication products.

Outcome 3.1.1.2: Provide training for Science Communication Officers in risk communication, community engagement, and knowledge brokering.

Outcome 3.1.1.3: Support the development of inclusive and effective communication strategies.

Objective 3.1.2: Understand communication landscapes and information needs

Outcome 3.1.2.1: Conduct user needs and stakeholder workshops to understand information needs and preferences.

Outcome 3.1.2.2: Undertake applied communication research to understand diverse communities' information needs.

Annex 1

Outcome 3.1.2.3: Develop advocacy tools and leadership workshops to strengthen risk communication and community engagement.

Outcome 3.1.2.4: Foster collaboration and engagement through partnership brokering and support.

Component 3.2 Communication

Objective 3.2.1: Improve communication with stakeholders and affected communities

Outcome 3.2.1.1: Provide communication skills training to NMHS Science Communication Officers.

Outcome 3.2.1.2: Conduct inclusive and accessible communication training in collaboration with disability inclusion coordinators and gender advisors.

Outcome 3.2.1.3: Deliver media spokesperson training for NMHS and NDMO spokespeople.

Objective 3.2.2: Provide support and resources for effective communication and engagement

Outcome 3.2.2.1: Develop case studies highlighting successful communication and knowledge brokering initiatives.

Outcome 3.2.2.2: Ensure disability inclusion and accessibility in communication efforts.

Outcome 3.2.2.3: Provide graphic design and video production support.

Component 3.3 Listen

Objective 3.3.1: Strengthen systems for listening to stakeholder and community feedback

Outcome 3.3.1.1: Enhance feedback collection and response through workshops.

Outcome 3.3.1.2: Increase message comprehension through focus group discussions.

Outcome 3.3.1.3: Facilitate learning events for reflection and knowledge sharing.

Objective 3.3.2: Evaluate messaging effectiveness

Outcome 3.3.2.1: Develop monitoring and evaluation tools for messaging assessment.

Outcome 3.3.2.2: Collaborate with stakeholders to evaluate messaging impact and inclusivity.

Outcome 3.3.2.3: Provide training on monitoring and evaluation tools for NHMS Science Communication Officers.

Component 3.4 Adapt

Objective 3.4.1: Continuously adapt based on stakeholder and community feedback

Outcome 3.4.1.1: Analyse and present diverse feedback to inform decision-making.

Outcome 3.4.1.2: Adapt messaging and information products based on stakeholder and community feedback.

Outcome 3.4.1.3: Communicate to stakeholders and communities how their input has influenced the adaptation process.

Component 3.5 Partner

Objective 3.5.1: Strengthen systems for listening to stakeholder and community feedback

Outcome 3.5.1.1: Enhance feedback collection and response through workshops.

Outcome 3.5.1.2: Increase message comprehension through focus group discussions.

Outcome 3.5.1.3: Facilitate learning events for reflection and knowledge sharing.

Objective 3.5.2: Evaluate messaging effectiveness

Annex 1

Outcome 3.5.2.1: Develop monitoring and evaluation tools for messaging assessment.

Outcome 3.5.2.2: Collaborate with stakeholders to evaluate messaging impact and inclusivity.

Outcome 3.5.2.3: Provide training on monitoring and evaluation tools for NHMS Science Communication Officers.

Component 3.6 Program Communication

Objective 3.6.1: Help ensure that information generated by the Program is accessible and relevant to target audiences

Outcome 3.6.1.1: Develop and implement COSPPac communication strategy.

Outcome 3.6.1.2: Supports projects to improve the user-accessibility of products and services.

Objective 3.6.2: Effectively communicate COSPPac information to target audiences

Outcome 3.6.2.1: Increase visibility of donor investment and COSPPac achievements and milestones through traditional and social media.

Outcome 3.6.2.2: Provide and support media engagement.

Component 3.7 Flexible Funding for Communication and Engagement

Objective 3.7.1: Support NMHSs in undertaking communication and engagement activities through flexible funding

Outcome 3.7.1.1: Provide flexible funding to NMHSs for communication and engagement activities.

Deliverable 4. Capacity Development

Strategic Deliverable: Enhance the capacity of COSPPac program partners, including NMHSs and LSDs, to effectively generate, tailor, communicate, and knowledge broker geodetic, climate, and ocean information.

Component 4.1 Develop and implement a Capacity Development Strategy that aligns with the priorities and strategies of National Meteorological Services (NMHSs) and Lands and Survey Departments (LSDs) in the Pacific.

Objective 4.1.1: Priority-driven capacity development

Outcome 4.1.1.1: Conduct capacity mapping of the NMHSs to assess their IT, climate, and ocean services capabilities and identify training needs.

Outcome 4.1.1.2: Conduct capacity mapping of the LSDs to assess their IT, climate, and geodetic capabilities and identify training needs.

Outcome 4.1.1.3: Incorporate the identified priorities, requests, and strategies of NMHSs and LSDs into the Capacity Development Strategy.

Objective 4.1.2: Integration with GEDSI, communication, and knowledge management

Outcome 4.1.2.1: Explore opportunities to integrate capacity development activities with existing GEDSI, communication, and knowledge-sharing platforms.

Component 4.2: NMHS Capacity Development and Training

Objective 4.2.1: Enhance the Capacity Development and Training Program

Annex 1

Outcome 4.2.1.1: Develop e-learning tools or an online learning platform (e.g.: Moodle) for COSPPac tools and products to facilitate training and capacity development.

Outcome 4.2.1.2: Provide training and capacity development planning and delivery based on the identified needs of the NMHSs.

Outcome 4.2.1.3: Support in-country and sub-regional training in COSPPac-related climate and ocean services and science.

Component 4.3: Lands and Survey Department (LSD) Capacity Development and Training

Objective 4.3.1: Enhance the Capacity Development and Training Program

Outcome 4.3.1.1: Develop e-learning tools or an online learning platform (e.g.: Moodle) for COSPPac tools and products to facilitate training and capacity development.

Outcome 4.3.1.2: Provide training and capacity development planning and delivery based on the identified needs of the LSDs.

Outcome 4.3.1.3: Support in-country and sub-regional training in COSPPac-related geodetic and sea level services and science.

Component 4.4: Program Partner Capacity Development and Training

Objective 4.4.1: Enhance the Capacity Development and Training Program within Program Partners with a focus on sustainable transition

Outcome 4.4.1.1: Provide opportunities for partners to undertake twinning, attachments, and industry placements.

Outcome 4.4.1.2: Enhance partners' capacity through training and capacity development to best support program deliverables.

Outcome 4.4.1.3: Support in-country and sub-regional training in COSPPac-related climate and ocean services and science.

Component 4.5: Adaptive learning and continuous improvement

Objective 4.5.1: Implement a robust process of adaptive learning and continuous improvement

Outcome 4.5.1.1: Emphasise adaptive learning based on evaluation and monitoring processes.

Outcome 4.5.1.2: Use evaluation findings and lessons learned to refine and improve capacity development initiatives over time.

Deliverable 5. Governance, Transition and Support Services

***Strategic Deliverable:** Support the sustainable transition of infrastructure operation and maintenance; data & product/service generation; and communication support to regional agencies and NMHSs to the extent practicable.*

Component 5.1: Governance structures

Objective 5.1.1: Establish transparent and accountable Pacific led governance structures that reinforce partnerships

Outcome 5.1.1.1: Strategic governance driven by Pacific countries enabling joint decision-making with program partners.

Component 5.2: Program management and support services

Objective 5.2.1: Ensure effective management, implementation and coordination of the Program

Outcome 5.2.1.1: Develop and coordinate plans for whole of program management.

Annex 1

Outcome 5.2.1.2: Coordinate and manage the overall budget and technical resources for optimum efficiency.

Outcome 5.2.1.3: Apply risk management framework to identify, assess and proactively manage risks.

Outcome 5.2.1.4: Provide and support Human Resource Management.

Outcome 5.2.1.5: Manage and coordinate all Program travel with a focus on Occupational Health and Safety.

Outcome 5.2.1.6: Contracting and Procurement Services to support Program delivery.

Outcome 5.2.1.7: Event coordination and logistics to support program delivery.

Component 5.3: Transition Agenda

Objective 5.3.1: Support the sustainable transition of infrastructure operation and maintenance; data & product/service generation; and communication support to regional agencies and NMHSs to the extent practicable

Outcome 5.3.1.1: Develop a transition agenda to ensure Pacific capability and delivery of activities is a core component.

Outcome 5.3.1.2: Pacific agencies are increasingly leading and delivering COSPPac Program outcomes.

Component 5.4: Gender Disability and Social Inclusion (GEDSI)

Objective 5.4.1: Promote GEDSI in Program activities

Outcome 5.4.1.1: Develop a GEDSI strategy.

Outcome 5.4.1.2: Ensure gender equality by integrating gender analysis into communications, planning and product development.

Outcome 5.4.1.3: Enhance disability Inclusion by resourcing a disability inclusion advisor.

Outcome 5.4.1.4: Establish gender focal points and conduct gender training for program staff.

Objective 5.4.2: Integrate GEDSI in Monitoring, Evaluation and Learning

Outcome 5.4.2.1: Collect and analyse sex, age and disability disaggregated program data to measure progress and ensure inclusivity.

Outcome 5.4.2.2: Promote learning and reflection by sharing good practices and lessons on GEDSI across countries and at a regional level.

Component 5.5: Monitoring, evaluation and Learning (MEL), and reporting

Objective 5.5.1: Enhance the Monitoring, Evaluation and Learning (MEL) system for COSPPac3

Outcome 5.5.1.1: Allocate a dedicated MEL advisor within the program management unit to provide MEL expertise, support capacity building and ensure effective implementation of the MEL system.

Outcome 5.5.1.2: Build MEL capacity in NMHSs to develop and implement service specific MEL frameworks.

Objective 5.5.2: Develop a comprehensive MEL Framework for COSPPac3

Outcome 5.5.2.1: Develop a detailed MEL Framework within six months including key evaluation questions and performance indicators.

Outcome 5.5.2.2: MEL framework includes Terms of Reference (ToR) for the in-depth evaluation to be undertaken at the two-year mark.

Annex 1

Objective 5.5.3: To improve progress reporting and assessment of outcomes

Outcome 5.5.3.1: Implement a six-monthly progress report process.

Outcome 5.5.3.2: Enhance Red-Amber-Green (RAG) rating system to assess outcomes more effectively.

Outcome 5.5.3.3: Conduct in-depth reviews every two years focusing on selected areas for learning.

Annex 1

Description: Program and Function leads and Proposed Leads under the Transition Agenda:

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 may need to be updated in alignment with the COSPPac3 Program Plan 2023-2027)

Function/Lead Agency	Current Lead	Transition or Pacific support	Support
Program Management Unit	Bureau	SPREP/SPC/NIWA/Bureau	COSPPac SC
Climate Science (includes climate bulletin, regional EAR Watch, OCOF, training)	SPREP	Nil	Bureau, NIWA, SPC, (RCC-N)
Climate science (CliDEsc tailored products)	NIWA	NIWA, SPREP, (NMHS)	NMHS, SPREP
Climate of region/country and climate change monitoring (CCinPac and other publications)	Bureau, SPC, SPREP	Bureau, SPC, SPREP, NMHS	Bureau, SPC, SPREP, NMHS, (RCC-N)
Climate Science (EAR Watch national bulletins)	Bureau	NMHS	Bureau, SPREP
Ocean Science (Ocean Portal, ocean science products and applications, training)	SPC	Nil	Bureau, NIWA, (PIMOS), (NOAA)
CliDE (including data management)	Bureau	Include SPC (hydrology), FMS	Bureau, SPC, FMS, NIWA, SPREP
Sea level data management and analysis, and installation	Bureau	SPC	Bureau
Geodetic data management and analysis	GA	GA	GA
Geodetic installation	GA	SPC	GA, NMHS, LSDs
Tide gauge infrastructure upgrade and instrument calibration	Bureau		SPC, NMHS
Tide gauge performance checks and maintenance	Bureau	SPC	Bureau, NMHS, LSDs
GNSS site maintenance	GA	SPC	GA, NMHS, LSDs
Tide calendar	SPC	Nil	Bureau, NMHS, LSDs

Annex 1

Traditional Knowledge	SPREP	SPREP	CSIRO, SPC, NMHS, NIWA, Bureau, national institutions
Science communication	SPREP, SPC	SPREP, SPC, NMHS	SPREP, SPC, Bureau
Science knowledge brokering	Bureau	SPREP, SPC, NMHS	SPREP, SPC, Bureau
M&E		SPC, SPREP	
Gender, disability and social inclusion	SPREP	SPC	SPREP
Fundamental climate and ocean research and science in line with international standards	Bureau, SPREP, GA, SPC, NIWA	Bureau, SPREP, GA, SPC, NIWA, increase NMHS and LSD involvement	WMO, NOAA, (PMC PIETR panel)
Coordination with Pacific Meteorological Council, RCC-N and Expert Panels	SPREP	SPREP	Bureau, NIWA, SPC, NIWA
<i>One Pacific, One Map</i>	-	SPC PGSC partnership desk	GA, PGSC
<i>Programs to be delivered through Weather Ready Pacific</i>			
Regional Training Centre	To be established	Weather Ready Pacific	USP/Bureau/NIWA/PC CC, PMC
<i>Programs which may not be in a position to be transferred under Phase 3</i>			
Long term climate monitoring data and tools (Tropical Cyclone Data Portals)	Bureau, RSMCs (Nadi Brisbane, Wellington, Tokyo, La Reunion)	Bureau, RSMCs (Nadi Brisbane, Wellington, Tokyo, La Reunion)	RCC-N
Long term climate monitoring data and tools (Pacific Climate Change Data Portal, data homogenisation, workshops)	Bureau, NMHSs	Bureau, SPREP, NMHSs	RCC-N
ACCESS-S and MSWEP (website, R&D, products, sectoral engagement establishment)	Bureau	Bureau, NIWA (MSWEP)	SPREP, SPC, (RCC-N)

1. **ACTIVITY BUDGET**

The maximum amount payable by the Bureau in respect of the combined Activities is AUD \$4,640,000, 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 include 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.

Annex 1

Budget Deliverable 1: Observations infrastructure and data support

<Partner>	FY 2023-24 (AUD)	FY 2024-25 (AUD)	FY 2025-26 (AUD)	FY 2026-27 (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 <Partner> Budget	\$0	\$0	\$0	\$0	\$0

Budget Deliverable 2: Data management and Climate and Ocean Products and Services

<Partner>	FY 2023-24 (AUD)	FY 2024-25 (AUD)	FY 2025-26 (AUD)	FY 2026-27 (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 <Partner> Budget	\$0	\$0	\$0	\$0	\$0

Budget Deliverable 3: Comms with and between key stakeholders and diverse communities

<Partner>	FY 2023-24 (AUD)	FY 2024-25 (AUD)	FY 2025-26 (AUD)	FY 2026-27 (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 <Partner> Budget	\$0	\$0	\$0	\$0	\$0

Budget Deliverable 4: Capacity Development

<Partner>	FY 2023-24 (AUD)	FY 2024-25 (AUD)	FY 2025-26 (AUD)	FY 2026-27 (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 <Partner> Budget	\$0	\$0	\$0	\$0	\$0

Budget Deliverable 5: Governance, Transition and Support Services

<Partner>	FY 2023-24 (AUD)	FY 2024-25 (AUD)	FY 2025-26 (AUD)	FY 2026-27 (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 <Partner> Budget	\$0	\$0	\$0	\$0	\$0

Annex 1

Total Budget: Totals:

<i>Bureau of Meteorology</i>	FY 2023-24 (AUD)	FY 2024-25 (AUD)	FY 2025-26 (AUD)	FY 2026-27 (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 <Bureau> Budget	\$0	\$0	\$0	\$0	\$0

<i>Geoscience Australia</i>	FY 2023-24 (AUD)	FY 2024-25 (AUD)	FY 2025-26 (AUD)	FY 2026-27 (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 <GA> Budget	\$0	\$0	\$0	\$0	\$0

<i>National Institute of Water and Atmospheric Research Limited</i>	FY 2023-24 (AUD)	FY 2024-25 (AUD)	FY 2025-26 (AUD)	FY 2026-27 (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 <NIWA> Budget	\$0	\$0	\$0	\$0	\$0

<i>The Pacific Community</i>	FY 2023-24 (AUD)	FY 2024-25 (AUD)	FY 2025-26 (AUD)	FY 2026-27 (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 <SPC> Budget	\$0	\$0	\$0	\$0	\$0

<i>Secretariat of the Pacific Regional Environment Programme</i>	FY 2023-24 (AUD)	FY 2024-25 (AUD)	FY 2025-26 (AUD)	FY 2026-27 (AUD)	TOTAL \$
Personnel	0.64 M	0.88 M	0.90 M	0.92 M	3.32 M
Operating costs	0.14 M	0.15 M	0.17 M	0.16 M	0.63 M
Capital procurement	0.00 M	0.00 M	0.00 M	0.00 M	0.00 M
Activity costs	0.22 M	0.13 M	0.19 M	0.14 M	0.69 M
Total <SPREP> Budget	1.00 M	1.16 M	1.26 M	1.21 M	4.64 M

2. **ACTIVITY FTE****FTE Deliverable 1: Observations infrastructure and data support**

Position Title	FTE	Org	Location
N/A	0	SPREP	Apia

FTE Deliverable 2: Data management and Climate and Ocean Products and Services

Position Title	FTE	Org	Location
SPREP Climatologist	1.00	SPREP	Apia
SPREP Climate IT Support Officer	0.25	SPREP	Apia
SPREP Traditional Knowledge and Capacity Development Officer	1.00	SPREP	Apia
SPREP TK IT Support Officer	0.25	SPREP	Apia

FTE Deliverable 3: Communications with and between key stakeholders and diverse communities

Position Title	FTE	Org	Location
SPREP Communications and Capacity Development Officer	0.50	SPREP	Apia

FTE Deliverable 4: Capacity Development

Position Title	FTE	Org	Location
SPREP Communications and Capacity Development Officer	0.50	SPREP	Apia

FTE Deliverable 5: Governance, Transition and Support Services

Position Title	FTE	Org	Location
SPREP Admin and Finance Assistant	1.00	SPREP	Apia
SPREP Climate Change Director	0.05	SPREP	Apia
SPREP COSPPac Activity Manager	0.20	SPREP	Apia

REPORTING, MONITORING AND EVALUATION

1. REPORTING, MONITORING AND EVALUATION

1.1 Monitoring, Evaluation and Learning (MEL) is expected to support accountability and demonstrate the effectiveness of program delivery and results. A COSPPac3 MEL Plan/System will be developed within the first six months and include a list of Key Performance Questions and how that data will be synthesised and used in forward planning and improvements. MEL will be supported by a newly appointed MEL advisor and will address the challenges of aggregating data across different countries to provide results for the region as a whole, achieve an appropriate balance between quantitative and qualitative data and use information as evidence for ongoing program improvement. The MEL Plan and subsequent system for COSPPac3 will build on COSPPac2's midterm report findings, investment monitoring reports and lessons learned. GEDSI targets will be included, ensuring indicators are identified that track and report on how women and girls, people with disabilities, indigenous people and other vulnerable communities are benefiting from the activities undertaken through the programme.

1.2 The primary users of the MEL information will be DFAT, the Bureau, Pacific Meteorological Council and the steering committee. Other users include regional and national stakeholders engaged to implement specific aspects of program implementation. Secondary users will be the national and subnational government stakeholders in the Pacific, relevant GEDSI professionals, and other DFAT staff who wish to be informed about progress and results

1.3 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 component team leaders to the PMU one month prior to each meeting of the IPMG, and will report against deliverables, components, 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 deliverable and component.
- **MEL Framework (MELF):** performance management of the program and project-level end-of-phase outcomes required to achieve the COSPPac3 objectives as outlined in the MELF.

The PMU 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.

RISK MANAGEMENT

1. RISK MANAGEMENT

COSPPac3 will operate in a complex environment with many stakeholders often with different priorities and capacities across many countries. For this reason, the program will deploy robust risk assessment and proactive risk management to ensure that any potential impact of risks to operations and performance are identified quickly and mitigated or minimised proactively so that results and outcome achievement is optimised.

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.

INTERNATIONAL ENVIRONMENT LAW**1. INTERNATIONAL ENVIRONMENT LAW**

At a minimum, all Australian international projects are required to comply with and adhere to the International Environmental Laws as defined by the Australian Government Attorney-General's Department and listed on their website.

Key points relating to COSPPac3 activities are that:

- a. All workers must display reasonable care to ensure that they have the least environmental impact on the site; inclusive of minimising pollution and removing all waste and hazardous substances (including appropriate and responsible recycling or disposal).
- b. While undertaking any works, care must be taken not to disturb or damage the environment apart from undertaking the required task. Specifically, minimising the impact of activities on any identified environmental sensitive areas such as flora, fauna, indigenous sites, heritage listed sites or buildings. Each worker must be trained to use equipment correctly and efficiently to minimise this impact.
- c. The site must be left as near as possible to the natural habitat at the end of the works, ensuring all items brought onto the site for the works are removed and disposed of responsibly. Any damage to the site attributed to the works must be appropriately remediated. If rehabilitation is required, a separate plan must be developed outlining how this will occur.
- d. For works generating significant noise (above 85 dB at the boundary of the site) or producing significant vibration) on sites that have identified fauna sensitivities, the work shall commence no earlier than one hour after official sunrise, and shall cease no later than one hour before official sunset. Working hours shall be modified as needed to meet these restrictions through the duration of works.
- e. If any works have an impact on environmental sensitive areas (i.e. flora, fauna, indigenous sites, heritage-listed site or buildings), works must cease until suitable measures can be implemented to mitigate the impact.
- f. Any incidents or complaints must be documented via an Incident Report (non-injury or injury); ensuring that environmental sustainability issues and complaints resulting from the works are recorded and mitigation strategies can be identified.