



**Australian Government**

**Department of Climate Change, Energy,  
the Environment and Water**

Mr Sefania Nawadra  
Director General  
Secretariat of the Pacific Regional Environment Programme (SPREP)  
P.O. Box 240, Apia  
SAMOA

Dear Mr Nawadra,

### **Letter of Agreement**

I am writing to offer the Secretariat of the Pacific Regional Environment Programme (SPREP) an Australian Government Payment to undertake activities with Papua New Guinea (PNG) to reduce the impact of the fishmaw fishery in the Kikori Delta on threatened migratory species.

To accept this offer and enter into an agreement with the Commonwealth, represented by the Department of Climate Change, Energy, the Environment and Water, ABN 63 573 932 849, in relation to the Activity, please sign the attached Activity Schedule and send or email a scanned copy to the address below by Friday 21 February 2025.

Provided the signed copy of the Activity Schedule is received by the Commonwealth by this date, this letter and the Activity Schedule and the Commonwealth Letter of Agreement Conditions will form a legally enforceable agreement in relation to the Payment.

Please email a copy of the signed and completed Activity Schedule to:

Susan McErlain, Assistant Director, Pacific and Regional Section  
Department of Climate Change, Energy, the Environment and Water  
[Susan.McErlain@dcceew.gov.au](mailto:Susan.McErlain@dcceew.gov.au)

If you have any questions about this offer, please contact Nicole Coombe, +61 (0)481 294 942 or [Susan.McErlain@dcceew.gov.au](mailto:Susan.McErlain@dcceew.gov.au).

Yours sincerely

Nicole Coombe  
Director, Pacific and Regional Section  
International Environment, Reef and Ocean  
Department of Climate Change, Energy, the Environment and Water  
11 February 2025

## Activity Schedule

### Payment

The amount of the Payment is AUD \$250,000 total, GST not applicable.

One-time payment of AUD \$250,000 will be paid on signature of this agreement.

SPREP is not and is not required to be registered for the purposes of GST in accordance with the *A New Tax System (Goods and Services Tax) Act 1999*.

Subject to the SPREP's compliance with this Agreement, payment will be made into the following bank account:

Account Name: SPREP USD Working Account  
Account Number: 0184959907  
Bank Name: Bank of South Pacific Samoa  
Bank Address: Beach Road, Samoa  
SWIFT Code: BOSPWSWS

The funds must be held in an account in the recipient's name and which the recipient controls, with an authorised deposit-taking institution authorised under the *Banking Act 1959 (Cth)*.

### Activity

#### Background

Fishmaw fishery bycatch in PNG is a priority issues to address for both Australia and PNG. While an important source of income for the local community in Kikori Delta, the growing demand for swim bladders in recent years saw the shift from traditional artisanal type fishing to modern fishing gears and overexploitation of swim bladders.

At the fourth SPREP Executive Board Meeting (October 2024), it was agreed that urgent work is needed to address the issue of dolphin and shark bycatch in southern PNG.

The Australian humpback dolphins (*Sousa sahalensis*) and Australian snubfin dolphins (*Orcaella heinsohni*) in Kikori Delta have been identified as species of particular concern. The bycatch rate of both species is considered unsustainable and is of conservation concern.

- Both species are listed on the Convention on International Trade in Endangered Species of Wild Fauna and Flora (CITES) Appendix I and Convention on the Conservation of Migratory Species (CMS) Appendix II.
- The global population of both species is listed as Vulnerable on the International Union for the Conservation of Nature (IUCN) Red List of Threatened Species.
- Both species are currently under assessment for inclusion on the Australian national threatened species list – genetic connectivity and movement between Australia and PNG have been confirmed, and therefore bycatch in Kikori Delta may also impact Australian populations of both species.
- Dolphin distributions outside Kikori Delta is poorly known.

#### Purpose of the Payment

In line with Australia's ratification of the SPREP Agreement and the Partnership between the Government of Australia and SPREP (2021-2031), the Department of Climate Change, Energy, the Environment and Water (DCCEEW) will make a payment of AUD \$250,000 to SPREP to undertake activities with PNG to reduce the impact of the fishmaw fishery in the Kikori Delta on threatened migratory species.

## Indicative Activities and Outputs

The Payment will be used to undertake activities with PNG to reduce the impact of the fishmaw fishery in the Kikori Delta on threatened migratory species.

SPREP will work with key stakeholders, including the Government of PNG (Conservation and Environment Protection Authority, National Fisheries Authority), private sector, local conservation organisations and local communities.

Activities will be informed by the planned 2025 workshop (funded through the CMS) and a high level project plan developed in consultation with DCCEEW.

Activities may include:

- Facilitating dialogue with stakeholders to identify and progress priority actions.
- Supporting the development of a fisheries management plan and potential marine megafauna sanctuary zones.
- Working with local communities, PNG Government and other stakeholders to identify, trial and implement actions to reduce the impact of fishmaw fishery in the Kikori Delta on threatened migratory species.
- Coordinating community awareness to highlight the importance of dolphins, sharks and rays, and the issues increased fishing pressure is having on these populations in Gulf Province.
- Conduct dolphin surveys throughout coastal and riverine waters of Gulf Province to investigate current occurrence and relative abundance of inshore dolphins and identify potential dolphin hotspots – particularly hotspots where fishers still primarily utilise traditional fishing methods rather than large-mesh nylon gillnets used primarily by fish maw fishers.

## Reporting

SPREP agrees to provide annual reports to DCCEEW on the expenditure of the funds at the end of each financial year (November-December each year), including a brief description of work undertaken during the previous 12 months, accounting for all expenditure under the activity schedule and outlining progress made.

DCCEEW may at any time during the Agreement Period require the Recipient to provide reports and other information.

## Duration

The Agreement will end once the Commonwealth accepts a signed statement from SPREP that meets the requirements of clause 5 of the *Commonwealth Letter of Agreement Conditions*.

## Governing law

This Agreement is governed by the law of Australia.

## Record Keeping

SPREP agrees to maintain records under clause 7 of the Commonwealth Letter of Agreement Conditions for 5 years after completing the Activity.

## Commonwealth Letter of Agreement Conditions

### 1. Undertaking the Activity

SPREP agrees to use the Payment and undertake the Activity in accordance with this Agreement.

### 2. Acknowledgements

SPREP agrees to acknowledge the Commonwealth's support in any material published in connection with this Agreement and agrees to use any form of acknowledgment the Commonwealth reasonably specifies.

### 3. Notices

SPREP agrees to promptly notify the Commonwealth of anything reasonably likely to affect the performance of the Activity, including any actual, perceived or potential conflict of interest which could affect SPREP's performance of this Agreement and to take action to resolve the conflict.

### 4. Payment

4.1 The Commonwealth agrees to pay the Payment to SPREP in accordance with this Agreement.

4.2 The parties agree that the amount of the Payment is inclusive of any GST payable and SPREP agrees to pay all taxes, duties and government charges in connection with the performance of this Agreement. SPREP must on request provide the Commonwealth with a tax invoice before the Commonwealth is obliged to pay any amount under this Agreement.

### 5. Spending the Payment

SPREP agrees to spend the Payment for the sole purpose of undertaking the Activity, and to provide a statement, in the form required by the Commonwealth and signed by SPREP, verifying that the Activity has been undertaken and the Payment was spent in accordance with this Agreement.

### 6. Repayment

If any of the Payment amount has been spent other than in accordance with this Agreement or on expiration or termination of this Agreement is additional to the requirements of the Activity, SPREP agrees to repay that amount to the Commonwealth, unless the Commonwealth agrees in writing otherwise.

### 7. Record keeping

SPREP agrees to maintain records of the performance of the Activity and the expenditure of the Payment for the period specified in the Activity Schedule and to make them available to the Commonwealth on request.

### 8. Privacy

When dealing with Personal Information (as defined in the *Privacy Act 1988*) in carrying out the Activity, SPREP agrees not to do anything which, if done by the Commonwealth, would be a breach of the *Privacy Act 1988*.

### 9. Activity material

SPREP gives (or procures for) the Commonwealth a non-exclusive, irrevocable, royalty-free licence to use, reproduce, communicate, publish and adapt all material that is provided to the Commonwealth under this Agreement. This includes a right to sub-license that material.

### 10. Confidentiality

A party agrees not to disclose the other's confidential information without its prior written consent unless required or authorised by law or Parliament.

### 11. Insurance

SPREP agrees to maintain adequate insurance for the duration of this Agreement and provide the Commonwealth with proof when requested.

### 12. Licences and approvals

SPREP must ensure that all persons engaged to work on the Activity obtain and maintain all relevant licences, registrations or other approvals required by applicable laws or as directed by the Commonwealth, including but not limited to police checks, Working with Children checks and Working with Vulnerable People checks. SPREP must ensure that any subcontract entered into by SPREP for the purposes of this Agreement imposes these same obligations on the subcontractor and requires the subcontractor to include these obligations in any secondary subcontracts.

### 13. Dispute resolution

13.1 The parties agree not to initiate legal proceedings in relation to a dispute unless they have tried and failed to resolve the dispute by negotiation.

13.2 The parties agree to continue to perform their respective obligations under this Agreement where a dispute exists.

13.3 The procedure for dispute resolution does not apply to action relating to termination or urgent litigation.

### 14. Termination for default

The Commonwealth may terminate this Agreement by notice where it reasonably believes SPREP:

- (a) has breached this Agreement; or
- (b) has become bankrupt or insolvent, entered into a scheme of arrangement with creditors, or come under any form of external administration.

The Commonwealth will not be required to make any further payments of the Payment after the termination of the Agreement.

### 15. General provisions

15.1 A party is not by virtue of this Agreement an employee, agent or partner of the other party.

15.2 This Agreement may only be varied by the parties' signed written agreement.

15.3 Clauses 5 (Spending of the Payment), 6 (Repayment), 7 (Record keeping), and 9 (Activity material) survive the expiry or termination of this Agreement.

## Signatures

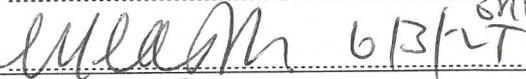
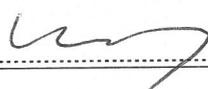
### Executed as an agreement:

The Secretariat of the Pacific Regional Environment Programme agrees to use the funds to undertake the Activity in accordance with this letter and the Activity Schedule and the enclosed Commonwealth Letter of Agreement Conditions, which together form the Agreement between the Recipient and the Commonwealth in relation to the Payment.

### Recipient:

Full legal name of the Recipient:	[insert registered name of incorporated association and any ABN or other registration number]
Public Officer's Name: (print) Signature and date:	Mr Sefanaia Nawadra, Director General..... DocuSigned by:  26-Feb-2025   08:06 WST E154D79DF9104E...
Committee Member/Secretary Name: (print) Signature and date:	Mr Everett Sioa, Legal Officer..... DocuSigned by:  25-Feb-2025   13:42 WST 48C6282016A242D...

### Commonwealth:

Signed for and on behalf of the Commonwealth of Australia as represented by the Department of Climate Change, energy, the Environment and Water	
Name: (print) Position: (print) Signature and date:	Puri HEATON Branch Head, International environment.  6/3/25
Witness Name: (print) Signature and date:	Kevin Yang  6/03/2025

### Certificate Of Completion

Envelope Id: 2FD1E3E9-566E-4E75-9EF7-3534AF3EC530

Status: Completed

Subject: DocuSign: Financing Agreement between Government of Australia and SPREP

Source Envelope:

Document Pages: 7

Signatures: 2

Envelope Originator:

Certificate Pages: 5

Initials: 5

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24-Feb-2025 | 15:14

ioe\_routing@sprep.org

### Signer Events

karen baird

karenb@sprep.org

OIC IOE

Security Level: Email, Account Authentication (None)

### Signature



Signature Adoption: Pre-selected Style  
Using IP Address: 203.99.159.188

### Timestamp

Sent: 24-Feb-2025 | 15:21

Viewed: 24-Feb-2025 | 15:48

Signed: 24-Feb-2025 | 15:48

### Electronic Record and Signature Disclosure:

Accepted: 24-Feb-2025 | 15:48

ID: 878c7fc4-d9b8-45df-b1e2-0b801f3cf7dd

Juney Ward

juneyw@sprep.org

OIC

Security Level: Email, Account Authentication (None)



Signature Adoption: Pre-selected Style  
Using IP Address: 203.99.159.188

Sent: 24-Feb-2025 | 15:48

Viewed: 24-Feb-2025 | 16:36

Signed: 24-Feb-2025 | 16:40

### Electronic Record and Signature Disclosure:

Accepted: 19-May-2023 | 12:42

ID: 5443ac0b-a805-4b11-a6d9-c20df3fd5872

Everett Sioa

everetts@sprep.org

X

Security Level: Email, Account Authentication (None)



Signature Adoption: Uploaded Signature Image  
Using IP Address: 110.5.115.130

Sent: 24-Feb-2025 | 16:40

Viewed: 25-Feb-2025 | 13:37

Signed: 25-Feb-2025 | 13:42

### Electronic Record and Signature Disclosure:

Not Offered via Docusign

Petra Chan Tung

petrac@sprep.org

Director Finance & Administration

Petra Chan Tung

Security Level: Email, Account Authentication (None)



Signature Adoption: Uploaded Signature Image  
Using IP Address: 110.5.112.193

Sent: 25-Feb-2025 | 13:42

Viewed: 25-Feb-2025 | 14:20

Signed: 25-Feb-2025 | 14:22

### Electronic Record and Signature Disclosure:

Accepted: 19-Oct-2022 | 16:12

ID: c9178913-f425-4928-b105-d89ffb32f0e9

**Signer Events**

Sefanaia Nawadra  
 sefanaian@sprep.org  
 Director General  
 Security Level: Email, Account Authentication (None)

**Signature**

Signature Adoption: Uploaded Signature Image  
 Using IP Address: 203.17.85.134  
 Signed using mobile

**Timestamp**

Sent: 25-Feb-2025 | 14:22  
 Viewed: 26-Feb-2025 | 08:05  
 Signed: 26-Feb-2025 | 08:06

**Electronic Record and Signature Disclosure:**  
 Accepted: 20-Oct-2022 | 18:57  
 ID: 58fae78a-64b4-42f1-88e2-8b5eb6aee110

**In Person Signer Events****Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

Maraea Slade-Pogi  
 fa\_procurement@sprep.org  
 Security Level: Email, Account Authentication (None)

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Sent: 26-Feb-2025 | 08:06

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

Lupe Silulu  
 lupes@sprep.org  
 Security Level: Email, Account Authentication (None)

**COPIED**

Sent: 26-Feb-2025 | 08:06

**Electronic Record and Signature Disclosure:**  
 Accepted: 03-Apr-2023 | 09:13  
 ID: 31d0512c-f715-4d64-92c4-f3b34e522d5d

Everett Siota  
 everettes@sprep.org  
 Security Level: Email, Account Authentication (None)

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**Witness Events****Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent Hashed/Encrypted  
 Certified Delivered Security Checked  
 Signing Complete Security Checked  
 Completed Security Checked

24-Feb-2025 | 15:21  
 26-Feb-2025 | 08:05  
 26-Feb-2025 | 08:06  
 26-Feb-2025 | 08:06

**Payment Events****Status****Timestamps****Electronic Record and Signature Disclosure**

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From time to time, Secretariat Of The Pacific Regional Environment Programme (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

**How to contact Secretariat Of The Pacific Regional Environment Programme:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [hr\\_routing@sprep.org](mailto:hr_routing@sprep.org)

**To advise Secretariat Of The Pacific Regional Environment Programme of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [hr\\_routing@sprep.org](mailto:hr_routing@sprep.org) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

**To request paper copies from Secretariat Of The Pacific Regional Environment Programme**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [hr\\_routing@sprep.org](mailto:hr_routing@sprep.org) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

**To withdraw your consent with Secretariat Of The Pacific Regional Environment Programme**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [hr\\_routing@sprep.org](mailto:hr_routing@sprep.org) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

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### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Secretariat Of The Pacific Regional Environment Programme as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Secretariat Of The Pacific Regional Environment Programme during the course of your relationship with Secretariat Of The Pacific Regional Environment Programme.