



Australian Government

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

Ms Easter Chu Shing
Deputy Director General
Secretariat of the Pacific Regional Environment Programme (SPREP)
P.O. Box 240, Apia
SAMOA

Dear Ms Chu Shing,

Letter of Agreement

I am writing to offer the Secretariat of the Pacific Regional Environment Programme (SPREP) an Australian Government Payment to undertake activities to support Pacific region implementation of, and representation in, the Convention on Wetlands (Ramsar Convention), particularly in the lead up to the Fifteenth Conference of the Contracting Parties.

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, if possible, by Friday 9 May 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, Acting Director, Pacific and Regional Section
Department of Climate Change, Energy, the Environment and Water
Susan.McErlain@dcceew.gov.au

If you have any questions about this offer, please do not hesitate to contact me.

Yours sincerely

A handwritten signature in black ink, appearing to read 'S McErlain'.

Susan McErlain
A/g Director, Pacific and Regional Section
International Environment, Reef and Ocean
Department of Climate Change, Energy, the Environment and Water
1 May 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 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:	01-849599-07
Bank Name:	Bank South Pacific (Samoa) Ltd
Bank Address:	Beach Road, Apia, 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

The Convention on Wetlands is an intergovernmental treaty that provides the framework for national action and international cooperation for the conservation and wise use of wetlands and their resources.

The Secretariat of the Pacific Regional Environment Programme (SPREP) is the regional organisation established by the Governments and Administrations of the Pacific (under the SPREP Agreement) charged with protecting and managing the environment and natural resources of the Pacific. Consistent with Article 7 of the SPREP Agreement, to which Australia is a Party, SPREP has the responsibility for regional coordination on environmental matters in the South Pacific, including convening Pacific coordination at relevant international and regional fora. This includes supporting SPREP Member States to prepare for, and attend, the Ramsar Convention COP. The next COP will be held 23–31 July 2025 in Zimbabwe.

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 for activities to support Oceania region implementation of, and representation in, the Convention on Wetlands (Ramsar Convention), particularly in the lead up to the Fifteenth Conference of the Contracting Parties.

This includes \$110,000 to fund continuation of the young professional role in SPREP to support implementation of, and engagement with, the Convention on Wetlands in the Oceania (Pacific) region.

Indicative Activities and Outputs

The Payment will be used to undertake activities to support Oceania region implementation of, and representation in, the Convention on Wetlands (Ramsar Convention), particularly in the lead up to the Fifteenth Conference of the Contracting Parties. SPREP will work with key stakeholders as appropriate, including Pacific island country Ramsar Convention focal points, the Ramsar Secretariat, and DCCEEW.

Activities may include:

- Working with focal points from Pacific parties in the Convention's Oceania region to deliver an in-person meeting prior to COP in Zimbabwe.
- Supporting Pacific countries from the Oceania region to have up to two delegates, including, where possible, a technical adviser and youth representative.
- Supporting the Ramsar youth side event at COP15.
- Supporting a virtual pre-COP meeting of Pacific focal points (including Australia and New Zealand).
- Support Pacific parties' from the Convention's Oceania region attendance at future standing committee meetings of the Convention.

Reporting

SPREP agrees to provide a report to DCCEEW on the expenditure of the funds to date, no later than 60 days after Convention on Wetlands COP 15, including a brief description of work undertaken to date, 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.

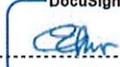
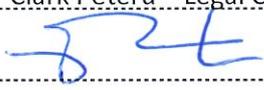
15.3 Clauses 5 (Spending of the Payment), 6 (Repayment), 7 (Record keeping), and 9 (Activity material) survive the expiry or termination of this Agreement.

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:	Easter Chu Shing – Deputy Director General ----- DocuSigned by:  16-May-2025 15:44 WST ----- A6315D7A6C824D1...
Committee Member/Secretary Name: (print) Signature and date:	Clark Peteru – Legal Counsel -----  16 May 2025 -----

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:	Alyssa Bagley, Director, Wetlands Section ----- 
Witness Name: (print) Signature and date:	Sarah Douglass, Assistant Director ----- 