



AP_ 6/19

LETTER OF AGREEMENT

between the

**Secretariat of the Pacific Regional Environment Programme
(SPREP)**

and the

National Environmental Service (NES), Cook Islands

hereinafter referred to as a “**Party**” and together collectively “**the Parties**”.

relating to

Provision of funding support to the National Environment Service (NES), Cook Islands to facilitate Cook Islands regional Initiatives in relation to the Pacific Ocean Litter Project (POLP).



This LETTER OF AGREEMENT (LOA) sets out the Agreement between the **Secretariat of the Pacific Regional Environment Programme (SPREP)** and the **National Environment Service (NES), Cook Islands** relating to the provision of funding support to NES, to facilitate Cook Islands regional initiatives in relation to the Pacific Ocean Litter Project (POLP).

WHEREAS:

- a) SPREP would like to enter into a Letter of Agreement with NES to facilitate and govern the use of the funds provided by SPREP to facilitate Cook Islands regional Initiatives in relation to the Pacific Ocean Litter Project (POLP).
- b) SPREP will work collaboratively with NES to deliver the agreed event activities in accordance with the *Activity and Budget Table*.
- c) SPREP and the NES ('The Parties') enter into this Agreement that sets out the terms and conditions upon which they will cooperate and work to support delivery of the event activities, as set out in the *Activity and Budget Table*.

The Parties agree as follows:

1. Duration

1.1 This Letter of Agreement (LOA) will come into effect upon the signature of the Parties and will remain in effect until **30 June 2026** when all reporting of the activities is to be completed, and a final report is approved by SPREP.

1.2 The funded activities shall be completed no later than **15 June 2026**.

2. Allocated Funds and Disbursements

2.1 The total amount to be facilitated for delivery activities under this Letter of Agreement is **USD 506, 233.26 (equivalent to AUD 800,000)**.

2.2 The amount of **USD 316, 395.79 (equivalent to AUD 500,000)** granted hereunder to NES are made available for related expenditures for the activities listed in the Activity & Budget table stipulated in ANNEX 1 for the period from the date of effectiveness of this Letter of Agreement until the Activity end date.

2.3 The amount of **USD 189, 837.47 (equivalent to AUD 300,000)** will be facilitated by SPREP in accordance with the activities listed in ANNEX 1.

2.4 The following consolidated schedule of payments stipulates the distribution of payments to NES:



Payment Schedule

No	Activities	Period	Total AUD	Total USD
1	Conduct Inception Meeting between SPREP and NES (25%)	22-Aug-25	\$ 125,000.00	\$ 79,098.95
2	Submission of Approved National Activity Plan - Cook Islands (25%)	31-Aug-25	\$ 125,000.00	\$ 79,098.95
3	Submission of Activity Progress Report 2025 (25%)	15-Feb-26	\$ 125,000.00	\$ 79,098.95
4	Submission of Draft Progress & Expenditure Reports 2026. (20%)	31-Mar-26	\$ 100,000.00	\$ 63,279.16
5	Approval of Final Reports (5%)	15-Jun-26	\$ 25,000.00	\$ 15,819.79
	TOTAL		\$ 500,000.00	\$ 316,395.79

- 2.4.1 All payments should be facilitated by SPREP according to the relevant procurement policy and procedures at SPREP.
- 2.4.2 Regarding procurement and financial management:
- 2.4.3 NES shall perform the Activities and utilise any supplies and equipment provided by the Activity Funds, in compliance with the Activity and Budget table as well as other relevant requirements by SPREP and POLP.
- 2.4.4 If SPREP determines that any portion of the Activity Funds has been used for purposes other than the activities under the Activity and Budget table without the prior consent of the Project Manager, such portion shall be refunded to SPREP by NES.
- 2.4.5 NES must provide supporting documentation for any expenditure associated with purchases for the Funded Activities, including by providing relevant supporting documentation and other records to support reporting compliance with the Agreement.
- 2.4.6 NES must take steps to ensure compliance with SPREP Policies as noted below in Clause 5; and
- 2.4.7 NES must contractually oblige all Personnel to ensure that Activity Funds will not be used for any illegal or improper purpose (including bribery) contrary to this Letter of Agreement (or any applicable laws of the Cook Islands) on Prohibited Practices.

3. Terms and Obligations of the Parties

- 3.1 NES shall undertake the Funded Activities as described in the Activity and Budget table to ensure all necessary actions are taken to fulfill the requirements of the terms and conditions of this Letter of Agreement for direct implementation of the Funded Activity in an effective and timely manner. This includes:
- i. providing overall supervision and oversight of the overall designated Funded Activities.
 - ii. ensuring that any personnel or subcontractors, including NGOs, Associations, etc assigned by NES to the Funded Activities and/or under contract with NES, shall work under the supervision of a NES designated official.



- iii. managing all financial aspects of the Funded Activity to ensure adequate financial tracking and reporting as required by the Letter of Agreement.
- iv. ensuring the Funded Activity is managed in line with the approved budget; and
- v. monitoring the implementation of the Funded Activity.

3.2 SPREP shall:

- i. provide funding for carrying out the event activities stated in the Activity and Budget table.
- ii. provide technical support and advice as needed.
- iii. review and clear any project deliverables e.g., reports.
- iv. monitor and supervise NES's delivery of the Funded Activity; and
- v. ensure the terms and conditions of the Letter of Agreement are met.
- vi. Ensure that actual outcomes of the activity in relation to project deliverables are satisfied as follows:
 - a. Building public awareness of the single use plastic issue in Cook Islands.
 - b. Building the profile of SPREP and POLP.
 - c. Strengthening engagement and ties with Cook Islands.
 - d. Provide impetus for Cabinet to legislate on targeting unnecessary single use plastics.

3.3 Both Parties agree to communicate regularly with each other and provide timely information on matters relating to the event activities.

4 Transfer of assets

4.1 Upon the successful completion of the Project and approval from UNEP, SPREP agrees to transfer to NES all rights, titles, and interests in and to the equipment, resources, and any other physical or digital assets procured or developed during the term of the Project for the purposes of achieving the Project objectives, as outlined in Attachment 1.

4.2 The handover process shall include, but not be limited to, the following steps:

- i. Preparation of a comprehensive list of all equipment, resources, and assets to be handed over, including descriptions, conditions, and any necessary instructions for use or maintenance.
- ii. Scheduling of a handover date, to be agreed upon by both SPREP and NES, which shall not exceed 30 days post Project completion.
- iii. Execution of any necessary legal and administrative documents to effectuate the transfer of ownership to NES.

4.3 Provision of training or briefing sessions by SPREP to NES representatives, as necessary, to ensure proper usage and maintenance of the handed-over assets.

4.4 SPREP shall ensure that all equipment, resources, and assets to be handed over are in good working condition and free from any liens or encumbrances that may affect NES's full utilization of said assets.

4.5 NES agrees to accept the transferred assets and to utilize them in a manner consistent with the objectives of the completed Project and for the furtherance of its mission and goals within the scope of its operations.



- 4.6 Any disputes arising from the handover process shall be resolved in accordance with the dispute resolution procedures outlined in this LOA.

5 SPREP Policies

- 5.1 The Parties acknowledge SPREP's Child Protection Policy 2016; Environmental and Social Safeguards; Fraud Prevention & Whistleblower Protection and; Gender and Social Inclusion Policy including the SPREP Values and Code of Conduct <https://library.sprep.org/sites/default/files/sprep-organisational-values-code-of-conduct.pdf> as updated from time to time and will use its best endeavors to act in accordance with those principles and to abide by other relevant international declarations, conventions and arrangements.

6 Disclaimer

- 6.1 Each Party agrees that its staff shall not be liable to the other or any person claiming through the other of:
- i. Payment of any income taxes or superannuation for Party's personnel.
 - ii. Loss raising through inadequate or no insurance cover whether for life, medical, travel, luggage, personal effects or otherwise.
 - iii. Any other loss or damage arising indirectly under this Letter of Agreement and whether arising in contract, tort or otherwise, unless caused by a negligent act or omission of the other Party.

7 Liability

- 7.1 Personnel of NES and subcontractors shall remain accountable to NES for the manner in which assigned functions are discharged. They shall not be considered in any respect as being the employees or agents of SPREP.
- 7.2 SPREP will not be liable for claims arising out of acts or omission of NES or its personnel, or of its contractors or their personnel, in performing the Funded Activities or any claims for death, bodily injury, disability, damage to property or other hazards that may be suffered by NES, and its personnel as a result of their work pertaining to the Funded Activities.

8 Force Majeure

- 8.1 The Parties shall not be liable for penalties or termination for default if and to the extent that its delay in performance or failure to perform its obligations under this LOA is the result of an event of Force Majeure.
- 8.2 A Party so prevented or delayed shall inform the other in writing of that prevention or delay immediately or as soon as reasonably possible after the circumstances causing such prevention or delay has arisen.
- 8.3 For the purposes of this Clause, "Force Majeure" shall mean any circumstances beyond the reasonable control of the Party concerned and shall include but not be limited to war, revolution, riots, earthquakes, floods, fires or other natural disasters or pandemics.



9 Termination

- 9.1 Each Party may terminate this Agreement at any time by giving the other ten days' notice in writing of its intention to do so.
- 9.2 Upon receipt of a notice to terminate:
 - i. The Parties will take all action necessary to cancel outstanding commitments relating to the Services under this Letter of Agreement and will use their best efforts to honour their respective prior commitments.
 - ii. Payments will be made for work satisfactorily completed up to the time of termination, up to the stated maximum.
- 9.3 Any unused portion of the unexpended funds shall be refunded to SPREP; no Activity Funds shall be disbursed after termination.
- 9.4 Termination or expiry of this Agreement will not prejudice any rights or obligations of the Parties which exist, whether under this Letter of Agreement, at law or otherwise, prior to termination or expiry.

10 Dispute Settlement

- 10.1 The Parties shall cooperate to carry out their obligations in good faith and shall endeavour to resolve any disagreement in an amicable manner, including through use of mediation and conciliation processes, prior seeking arbitration.

11 Variation of Agreement

- 11.1 SPREP and NES may request each other to make variations of this Agreement.
- 11.2 Requests for variations shall not be unreasonably withheld.
- 11.3 This Agreement may be varied by written agreement of the Parties.

12. Correspondence

- 12.1 All further correspondence regarding the implementation of this Agreement should be addressed to:

<p>For SPREP:</p> <p><i>Andrea Volentras Project Manager, POLP Email: andreav@sprep.org Telephone: +685 29129 SPREP, Avele Vailima, Apia, Samoa</i></p>	<p>For NES</p> <p><i>Mii Herman Senior Environment Partnership Coordinator Email: mii.herman@cookislands.gov.ck Telephone: +682 21256 NES, Avarua, Rarotonga, Cook Islands</i></p>
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12.2 Any notice given by SPREP, or NES shall be sufficient only if in writing and delivered in person, mailed or delivered electronically to the respective addresses noted in paragraph 9.1 above.

IN WITNESS WHEREOF the parties hereto, acting through their representatives thereunto duly authorized, have caused this Letter of Agreement to be signed in their respective names as of the day and year first above written and to be delivered at the principal office of the Fund.

DocuSigned by:

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Ms Easter Chu Shing
Acting Director General
**Secretariat of the Pacific Regional
Environment Programme (SPREP)**

Date: 29-Aug-2025 | 09:55 WST

Signature
Mr Halatoa Fua
Director
**National Environmental Service (NES),
Cook Islands**

Date 01 September 2025

ANNEX 1: ACTIVITY BUDGET ALLOCATION

COOK ISLANDS GRANT _ACTIVITY BUDGET			TOTAL		SPREP		NES		COMMENTS
EOI Component Number	Expression of Interest _Activity	Description	AUD	USD	AUD	USD	AUD	USD	Procurement Process
1	National Action Plan & Strategy on plastics & Associated workshops	Developing a National Action Plan on plastics to achieve Cook Islands Zero Waste goals and associated national	\$ 50,000.00	\$ 31,639.58	\$ 50,000.00	\$ 31,639.58			SPREP Facilitate Procurement Process
		Associated consultation and awareness raising workshops Rarotonga and Pa Enua	\$ 100,000.00	\$ 63,279.16			\$ 100,000.00	\$ 63,279.16	NES To Facilitate Consultations
3	Education, awareness & communications	Education awareness and communication events, workshops and media content development including market days to showcase alternative products, plastic awareness in schools and communities and provision of videos, factsheets, guidelines, social media posts and press releases.	\$ 255,000.00	\$ 161,361.85			\$ 255,000.00	\$ 161,361.85	NES to facilitate activities. They are best placed to effectively plan and review issues on logistics and administration. NES to Strictly follow SPREP procedures.
		Education, awareness & communications targeting business							
		Business-to-business (B2B) partnership platforms for knowledge exchange;							
		Plastic awareness workshops in schools and communities to increase understanding of the plastics issues in locally relevant context, along with alternative products and practices available							
		Establishing 'Waste Warriors'/ambassadors in schools, sports clubs, offices, government ministries, and other groups to spearhead and role model alternative practices, attitudes and behaviours							
5	Research and data collection to inform decision making on plastics reduction and management	Surveys on community plastic use, buying habits and behaviour to assist with the design of campaigns. This will provide a baseline metric to track changing attitudes and practices over time	\$ 50,000.00	\$ 31,639.58	\$ 50,000.00	\$ 31,639.58			SPREP Facilitate Procurement Process
		Community based behavioural change engagement activities and workshops	\$ 100,000.00	\$ 63,279.16			\$ 100,000.00	\$ 63,279.16	NES to facilitate activities. They are at best placed to effectively plan and review issues on logistics and administration. NES to Strictly follow SPREP procedures.
7	Improvement of plastic waste management facilities- procurement plastic shredder		\$ 200,000.00	\$ 126,558.31	\$ 200,000.00	\$ 126,558.31			SPREP Facilitate Procurement Process
8	Monitoring and data collection on plastic waste	Monitoring and data collection on plastic waste across coastal and inland environments to inform policy and intervention strategies	\$ -	\$ -					SPREP Facilitate Procurement Process
	National POLP Officer- Cook Islands		\$ 45,000.00	\$ 28,475.62			\$ 45,000.00	\$ 28,475.62	NES to Facilitate Recruitment Porcess
TOTAL			\$ 800,000.00	\$ 506,233.26	\$ 300,000.00	\$ 189,837.47	\$ 500,000.00	\$ 316,395.79	
	SPREP Management Fee (15%)		\$ 150,000.00	\$ 94,918.74	\$ 150,000.00	\$ 94,918.74			
	SPREP Operational Fee		\$ 50,000.00	\$ 31,639.58	\$ 50,000.00	\$ 31,639.58			
			\$ 1,000,000.00	\$ 632,791.57	\$ 500,000.00	\$ 316,395.79	\$ 500,000.00	\$ 316,395.79	
				\$ 1.5803	\$ -	\$ -			