



LETTER OF AGREEMENT

between the

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

and the

**Department of Waste Management (DWM),
Government of Tuvalu**

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

relating to

the implementation of the **Sustainable Waste Actions in the Pacific Project Phase 2 (SWAP2)**.

This LETTER OF AGREEMENT (LOA) sets out the agreement between the **Secretariat of the Pacific Regional Environment Programme (SPREP)** and the **Department of Waste Management (DWM), Government of Tuvalu** relating to the **Sustainable Waste Actions in the Pacific Project Phase 2 (SWAP2)**.

WHEREAS:

- i. This Agreement is part of the implementation of the Financing Agreement n° AFD CZZ 3544 01 D signed between the Agence française de développement (AFD) and SPREP on December 3,



2024 for the implementation of the '**Sustainable Waste Actions in the Pacific Phase 2**' Project (hereinafter referred to as the "SWAP2").

- ii. SPREP would like to enter into a Letter of Agreement (LOA) with DWM for the implementation of regional and national activities of the SWAP2 Project within Tuvalu.
- iii. AFD has principal oversight for the financial and technical management of the SWAP2 Project that SPREP is implementing.
- iv. SPREP shall work collaboratively with DWM to deliver specific Funded Activities in accordance with the Implementation Framework set out in **Attachment 1**.
- v. SPREP and DWM ('The Parties') now wish to enter into this Agreement in order to set out the terms and conditions upon which they will cooperate and work to support delivery of the SWAP2 Project in Tuvalu, including as set out in **Attachment 1** of the Agreement.

Now therefore the Parties hereby agree as follows:

1. Duration

- 1.1. This LOA will come into effect upon the signature of the Parties and will remain in effect until the **30 September 2028** when all reporting of the activities should be complete, and the final report approved by the SWAP PMU.
- 1.2. The Funded Activities shall be completed no later than **31 August 2028**.

2. Allocated Funds and Disbursements

- 2.1. The total amount allocated to Tuvalu for the delivery of national activities is **EUROS Two Hundred and Ninety-Two Thousand (EUR 292,000.00)**, approximatively **United States Dollars three hundred and five thousand (approx. USD 305,000.00)**.
- 2.2. Subject to the Terms and Conditions of the Financing Agreement No. AFD CZZ 3544 01 D, SPREP is required to manage all Project Funds directly with the disbursements to third parties unless through a procurement process that follows the approved SPREP Procurement Policy. Accordingly, SWAP2 Project investments earmarked for DWM will be managed by the SPREP.
- 2.3. Specific details of the Project investment are included in **Attachment 1**.
- 2.4. SPREP shall ensure all procurement activities are undertaken in accordance with the Financing Agreement No. AFD CZZ 3544 01 D and SPREP Procurement Policy and Procedure Manual, processes and financial procedure.



3. Terms and Obligations of the Parties

3.1. SPREP shall undertake the Funded Activities as described in **Attachment 1** to ensure all necessary actions are taken to fulfill the requirements of the terms and conditions of this LOA for direct implementation of the Funded Activities in an effective and timely manner. This includes:

- i. facilitating and coordinating activities to ensure timely implementation within budget.
- ii. providing overall supervision and oversight of the overall designated Funded Activities.
- iii. ensuring that any personnel or subcontractors, including NGOs, Associations, etc assigned by SPREP to the Funded Activities and/or under contract with SPREP, shall work under the supervision of the SWAP2 Project Management Unit.
- iv. reviewing and clearing any project deliverables e.g. reports, communication and awareness materials, etc, prepared by Consultants and DWM before publication.
- v. managing all financial aspects of the Funded Activities to ensure adequate financial tracking and reporting as required by the Financing Agreement.
- vi. ensuring the Funded Activity is managed in line with the approved budget.
- vii. monitoring and supervising the implementation of the Funded Activities.
- viii. notifying and obtaining approval from the Agence française de Développement or its fiduciary agent about any expected variations on the Funded Activity.
- ix. ensuring the terms and conditions of this LOA are met.

3.2. DWM shall:

- i. act as the focal point of the project and provide supporting oversight of the implementation of the Funded Activities.
- ii. facilitate the clearance of any project deliverable needing mandatory approval by relevant national authorities.
- iii. participate in the procurement process as needed.
- iv. provide logistical support for the organisation of in-country activities if required, including workshops, training, etc.
- v. actively participate in the Project Steering Committee (PSC) meetings, providing strategic input and endorsing mid-year and annual progress reports, as well as technical advisory meetings and other project-related meetings, as part of their commitment to the successful implementation of the SWAP2 Project.
- vi. collaborate on, participate in and support special events at national, regional or international level relating to the SWAP2 Project.
- vii. provide data and information on existing and upcoming project-related activities in the country to enable monitoring of the indicators throughout the SWAP2 Project implementation.

3.3. Both parties agree to communicate regularly with each other and provide timely information on matters relating to the implementation of the Project.

4. SPREP Policies

4.1. 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



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<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 endeavours to act in accordance with those principles and to abide by other relevant international declarations, conventions and arrangements.

5. Transfer of assets

- 5.1. Upon the successful completion of the Project, and no later than the expiration date of this LOA, SPREP agrees to transfer to DWM 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.
- 5.2. 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 DWM, 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 DWM.
 - iv. Provision of training or briefing sessions by SPREP to DWM representatives, as necessary, to ensure proper usage and maintenance of the handed-over assets.
- 5.3. SPREP shall ensure that all equipment, resources, and assets to be handed over that have been in SPREP's exclusive possession are in reasonable working condition and free from any liens or encumbrances that may affect DWM's full utilisation of said assets.
- 5.4. DWM agrees to accept the transferred assets and to utilise 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. For this purpose, DWM commits to ensuring the long-term sustainability of project activities and the proper maintenance and use of all equipment procured under SWAP2 beyond the conclusion of the Project.
- 5.5. Any disputes arising from the handover process shall be resolved in accordance with the dispute resolution procedures outlined in this LOA.

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 DWM and subcontractors shall remain accountable to DWM 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. SPREP does not accept any liability for claims arising out of acts or omission of DWM 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 DWM, and its personnel as a result of their work pertaining to the Funded Activities unless, there are reasonable proof to show otherwise with mutual consent of the Parties.

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 LOA, at law or otherwise, prior to termination or expiry.



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10. Dispute Settlement

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

11. Variation of Agreement

11.1. SPREP and DWM 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 Letter of Agreement should be addressed to:

For SPREP :	For DWM
Julie Pillet Senior Project Officer, SWAP Email: juliep@sprep.org Telephone: +685 29129 SPREP, Avele Vailima, Apia, Samoa	Epu Falega Director Department of Waste Management Email: efalega@gov.tv Telephone: +688 2016 Government Building, Funafuti, Vaiaku, Tuvalu

12.2. Any notice given by SPREP, or DWM shall be sufficient only if in writing and delivered in person, mailed or delivered electronically to the respective addresses noted in paragraph 12.1 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 Parties.

DocuSigned by:

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Sefanaia Nawadra

Director General
Secretariat of the Pacific Regional
Environment Programme (SPREP)

Date: 18-Aug-2025 | 09:40 WST

Ms Pepetua Latasi

Permanent Secretary
Ministry of Home Affairs, Climate Change and
Environment
Government of Tuvalu

Date: 28th August 2025

Attachment 1: SWAP Project Description

1. SWAP2 Project Overview

1.1. SWAP2 Background

The purpose of the second phase of the project “**The Sustainable Waste Actions in the Pacific (SWAP 2)**” is to help achieve the strategic goals of the Pacific Regional Waste and Pollution Management Strategy (Cleaner Pacific Strategy) by improving waste infrastructure, building capacity, and fostering regional collaboration of several Pacific Island Countries and French Territories.

It will be implemented by the Secretariat of the Pacific Regional Environmental Programme (SPREP), in charge of a maximum budget of € 4.300.00 million. It will benefit 7 Pacific island countries: Fiji, Kiribati, Samoa, Solomon Islands, Tonga, Tuvalu and Vanuatu as well as 2 French territories: French Polynesia and Wallis-and-Futuna.

1.2. SWAP2 Objectives

The project aims to support sustainable waste management in the Pacific region, especially to:

1. Support local populations and authorities in the development of national waste management policies and actions (collection, sorting, recovery, proper disposal);
2. Improve the delivery of waste services through development of waste management infrastructures and implementing pilot projects; and
3. Strengthen the technical, financial and governance capacities of authorities and practitioners.

The project also seeks to ensure greater complementarity and collaboration among the various regional waste programmes implemented by SPREP. The SWAP 2 Project intends to deliver joint activities and ensures coordination with the main waste programmes, especially: POLP (DFAT) and CleanSea (GIZ) on marine litter, J-PRISM3 (JICA) on solid waste management.

1.3. SWAP2 components

The project is organised around 4 main components:

- ✓ **Marine Litter:** The project aims to grow awareness in communities and inform public authorities on the amount of litter entering the ocean. Surveys on marine litter found on identified hotspots of the islands, will be delivered and analysed. The results will be disseminated through education campaigns within communities, schools, youth groups and will serve to inform appropriate waste management policies, especially on single use plastic bans.
- ✓ **Used Oils:** The project seeks to support beneficiaries’ countries at every step of the management of such hazardous waste: from collection to storage and disposal. Several activities will be delivered: pilot projects on infrastructures, trainings for all stakeholders involved in used oil, used oil waste management plans and sustainable financing mechanisms.
- ✓ **Solid Waste:** The project aims to improve the efficiency of solid waste management, by funding equipment for landfill maintenance, composting of green waste, pilot schemes for the

appropriate treatment of plastics (separate collection, shredding of plastics or compacting with a view to recycling, etc.) and workshops for recycling and metal recovery. In addition, funding may be made available to support local micro-initiatives on circular economy.

- ✓ **Regional Collaboration and Knowledge Sharing:** The project dedicates a significant part of activities to ensure coordination with other waste programmes in the Pacific, fostering synergies and joint activities. It will facilitate the sharing of knowledge, resources, and best practices among Pacific Island Countries and French Territories.

2. SWAP2 In-country Activities and Budget Allocation

Following the consultation phase, it was approved that Tuvalu will receive technical and financial support for the development and implementation of the activities as outlined in the table below.

The total amount allocated to Tuvalu for the delivery of national activities Euros two hundred and ninety-two thousand (EUR 292,000.00), approximately United States Dollars three hundred and five thousand (approx. USD 305,000.00).

Project Component	Project Activity	Allocated budget
Marine Litter Management	Training on beach surveys and waste audits	EUR 11,500
	Clean-ups and data collection	EUR 78,000
	Community awareness and public policies impact	EUR 5,500
Used Oil Management	Training to national stakeholders	EUR 12,200
	Used Oil Management Plan	EUR 30,000
	Used Oil Management Pilot Project	EUR 105,000
Solid Waste Management	Disaster Waste Management Plan	EUR 30,000
	Circular Economy Activity	EUR 19,800

It should be noted that if a budget line is not fully used for its designated activity, the remaining funds may be reallocated to another national activity, within the overall budget limit allocated to Tuvalu.