

LETTER OF AGREEMENT

between the

Secretariat of the Pacific Regional Environment Programme (SPREP)

and the

**Ministry of Environment, Climate Change, Disaster Management & Meteorology (MECDM)
SOLOMON ISLANDS**

relating to

**The implementation of the HONIARA MARINE LITTER PILOT PROJECT, developed within the
'Committing to Sustainable Waste Actions in the Pacific' (SWAP) Project**

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

This LETTER OF AGREEMENT (LOA) sets out the agreement between the **Secretariat of the Pacific Regional Environment Programme (SPREP)** and the **Ministry of Environment, Climate Change, Disaster Management & Meteorology (MECDM), SOLOMON ISLANDS** relating to the implementation of the HONIARA MARINE LITTER PILOT PROJECT, developed under the 'Committing to Sustainable Waste Actions in the Pacific' (SWAP) Project.

WHEREAS:

- i. This Agreement is part of the implementation of the Financing Agreement n° AFD CZZ 2514 01Z signed between the Agence française de développement (AFD) and SPREP on February 27, 2020 for the implementation of the '**Committing to Sustainable Waste Actions in the Pacific' Project** (hereinafter referred to as the "SWAP").
- ii. This Agreement is made under Annex III of the Memorandum of Understanding signed between SPREP and MECDM in January 2023

- iii. SPREP and MECDM agree to collaborate jointly to implement the HONIARA MARINE LITTER PILOT PROJECT in the Solomon Islands, in accordance with the proposal included in Attachment 1, and approved by AFD, through the No-Objection Letter N°AFD 674/2022/PF.
- iv. Implementation of the Agreement will be conducted by MECDM in accordance with and subject to the terms and conditions of this Letter of Agreement.

Now therefore the Parties hereby agree as follows:

1. Duration

- a. This Letter of Agreement (LOA) will come into effect upon signature of the Parties and will remain in effect until 31 December 2023.
- b. The Funded Activities shall be completed no later than 15 December 2023

2. Allocated Funds and Disbursements

- a. The total cost of the Funded Activity is USD 35,020.00 (Thirty-Five Thousand and Twenty United States Dollars) funded through the SWAP Project as outlined in the approved pilot project proposal in Attachment 1.
- b. The funds granted hereunder to MECDM, are available for expenditures for the period from the date of effectiveness of this Letter of Agreement as stipulated in Clause 1 until the Activity end date. The approved budget is outlined in Attachment 1.
- c. MECDM shall receive all Funds from SPREP as per the schedule of payments set out below:

Deliverable	Percentage	Total
Launch of the Pilot Project	20%	USD 7,004.00
First clean-up report	20%	USD 7,004.00
Second clean-up report	20%	USD 7,004.00
Production of the communication materials	20%	USD 7,004.00
End-of-Project Report	20%	USD 7,004.00
TOTAL		USD 35,020.00

- d. With regard to procurement and financial management, MECDM must:
 - i. utilise the Activity Funds, and any supplies and equipment provided by the Activity Funds, in strict compliance with the Pilot Project proposal (Attachment 1 of this LOA) and thus within allocations as per the Pilot Project Budget. In the event that SPREP determines that any portion of the Activity Funds has been used for purposes other than the Funded Activities under Attachment 1, such portion shall be refunded to SPREP by MECDM;
 - ii. be required to provide supporting documentation for any expenditure associated with purchases for the Funded Activities, including by providing relevant supporting

- documentation and other records so as to support reporting compliance with the Letter of Agreement;
- iii. take steps to ensure compliance with the Anti-Fraud and Anti-Corruption Framework of SPREP; and
 - iv. warrant that it shall 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 Solomon Islands) on Prohibited Practices.

3. Terms and Obligations of the Parties

- a. MECDM shall undertake the Funded Activities as described in Attachment 1 ensuring 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 MECDM to the Funded Activities and/or under contract with MECDM, shall work under the supervision of a MECDM 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.
- b. SPREP shall:
 - i. provide technical support and advice;
 - ii. review and clear any project deliverables e.g. reports, communication and awareness materials, etc, prepared by MECDM and Consultants before publication;
 - iii. review and agree any publishing contracts;
 - iv. notify and obtain approval from AFD or its fiduciary agent about any expected variations on the Funded Activity;
 - v. monitor and supervise MECDM's delivery of the Funded Activity; and
 - vi. ensure the terms and conditions of the Letter of Agreement are met.
- c. Both parties agree to communicate regularly with each other and provide timely information on matters relating to the implementation of the Pilot Project.

4. Child protection

- a. The Parties acknowledges SPREP's Child Protection Policy 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.

5. Disclaimer

- a. 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.

6. Liability

- a. Personnel of MECDM and subcontractors shall remain accountable to MECDM 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 rising out of acts or omission of MECDM 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 MECDM, and its personnel as a result of their work pertaining to the Funded Activities.

7. Termination

- a. Each Party may terminate this Agreement at any time by giving the other ten days' notice in writing of its intention to do so.
- b. 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.
- c. Any unused portion of the unexpended funds shall be refunded to SPREP; no Activity Funds shall be disbursed after termination.
- d. 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.

8. Disrupt Settlement

- a. 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.

9. Variation of Agreement

- a. SPREP and MECDM may request each other to make variations of this Agreement.
- b. Requests for variations shall not be unreasonably withheld.
- c. This Agreement may be varied by written agreement of the Parties.

10. Correspondence

- a. All further correspondence regarding the implementation of this Letter of Agreement should be addressed to:

<p>For SPREP:</p> <p>Julie Pillet Technical Waste Project Coordinator, SWAP Email: juliep@sprep.org Telephone: +685 29129 SPREP, Avele Vailima, Apia, Samoa</p>	<p>For the MECDM</p> <p>Debra Kereseka Deputy Director Environment Email: DKereseka@mecdm.gov.sb Telephone: +677 26036 MECDM, P.O.Box 21, Honiara, Solomon Islands</p> <p>Wendy Beti Chief Environment Officer Email: WBeti@mecdm.gov.sb Telephone: MECDM, P.O.Box 21, Honiara, Solomon Islands</p>
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- b. Any notice given by SPREP, or MECDM shall be sufficient only if in writing and delivered in person, mailed or delivered electronically to the respective addresses noted in paragraph (a) 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.



Signature

Sefanaia Nawadra

Director General - SPREP

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

Date: 8/03/2023



Signature

Dr. Melchior Mataki

Permanent Secretary

**Ministry of Environment, Climate Change,
Disaster Management & Meteorology
(MECDM), SOLOMON ISLANDS**

Date: 9/3/2023

**Attachment 1:
HONIARA MARINE LITTER PILOT PROJECT
PROPOSAL**