

INTERNAL MEMO

M.E.I.D.E.C.C

To : CEO for MEIDECC
From : Director for Environment
Date : 11th April 2024
Subject: **Request Approval of the amended Letter of Agreement to extend the Implementation of the Nuku'alofa Waterfront Clean-Up Campaign, developed within the 'Committing to Sustainable Waste Actions in the Pacific' (SWAP) Project**

I wish to seek your kind approval of the amended Letter of Agreement (LOA) between SPREP and MEIDECC to extend the Implementation of the Nuku'alofa Waterfront Clean-Up Campaign, developed within the 'Committing to Sustainable Waste Actions in the Pacific' (SWAP) Project from 30 April 2024 to 30 June 2024.

This is to enable timely implementation of funded activities due to delay in transfer of funds.

Attached is the amended LOA for your reference and signature.

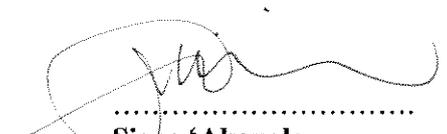
Your kind consideration is appreciated.

Malo,


.....
Lupe Matoto

Recommendation:

Approved / Discuss / Not Approved


.....
Sione Akauola
Chief Executive Officer for MEIDECC.

RECEIVED
12/4/24
16



AMENDMENT TO

LETTER OF AGREEMENT
AP 6/5/8/1

Between

The Secretariat of the Pacific Regional Environment Programme
(SPREP)

And

Ministry of Meteorology, Energy, Information, Disaster Management, Environment, Climate
Change and Communications (MEIDECC), Government of Tonga

Relating To

The implementation of the Nuku'alofa Waterfront Clean-Up Campaign, developed within the
'Committing to Sustainable Waste Actions in the Pacific' (SWAP) Project

Signed on 12 July 2023

AMENDMENT #1

WHEREAS:

1. **THE** Letter of Agreement which was signed on the 12 July 2023 required the funded activities to be completed by 30 April 2024.
2. **THE** Parties agreed prior to the End Date and in accordance with Clause 9 of the Letter of Agreement, to extend the End Date at no additional cost.
3. **THE** Amendment #1 is required to enable the funded activities to be completed on 30 June 2024.
4. **SAVE** as to the terms and conditions of Amendment #1, the Parties agree that the terms and conditions of the original Letter of Agreement shall remain valid.
5. **THIS** Amendment #1 constitutes part of the Original Agreement between the Parties.



IN ALL OTHER RESPECTS, the Parties hereby agree to amend the Letter of Agreement as follows:

<p>Clause 1 – Duration</p>	<p>Delete the paragraph that reads as follows: “a. This Letter of Agreement (LOA) will come into effect upon signature of the Parties and will remain in effect until 30 April 2024. b. The Funded Activities shall be completed no later than 15 April 2024.”</p> <p>And replace with the new paragraph as follows: “a. This Letter of Agreement (LOA) will come into effect upon signature of the Parties and will remain in effect until 30 June 2024. b. The Funded Activities shall be completed no later than 15 June 2024.”</p>																																										
<p>Clause 2 – Allocated Funds and Disbursements</p>	<p>Delete “c. DEPC/MCCAMGEEDM shall receive all Funds from SPREP as per the schedule of payments set out below:</p> <table border="1" data-bbox="475 891 1289 1160"> <thead> <tr> <th>Deliverable</th> <th>Percentage</th> <th>Total</th> </tr> </thead> <tbody> <tr> <td>Launch of the Pilot Project</td> <td>20%</td> <td>USD 7,056.00</td> </tr> <tr> <td>First clean-up report</td> <td>20%</td> <td>USD 7,056.00</td> </tr> <tr> <td>Second clean-up report</td> <td>20%</td> <td>USD 7,056.00</td> </tr> <tr> <td>Production of the communication materials</td> <td>20%</td> <td>USD 7,056.00</td> </tr> <tr> <td>End-of-Project Report</td> <td>20%</td> <td>USD 7,056.00</td> </tr> <tr> <td colspan="2" style="text-align: right;">TOTAL</td> <td>USD 35,280.00</td> </tr> </tbody> </table> <p>And replace with the new paragraph as follows: “c. DEPC/MCCAMGEEDM shall receive all Funds from SPREP as per the schedule of payments set out below:</p> <table border="1" data-bbox="443 1317 1329 1709"> <thead> <tr> <th>Deliverable</th> <th>Percentage</th> <th>Total</th> </tr> </thead> <tbody> <tr> <td>Launch of the Pilot Project</td> <td>20%</td> <td>USD 7,056.00 (Paid – Invoice Ref: ENV.6/23 issued 28/07/23)</td> </tr> <tr> <td>First clean-up report</td> <td>20%</td> <td>USD 7,056.00 (Paid – Invoice Ref: ENV.6/23 issued 29/27/24)</td> </tr> <tr> <td>Second clean-up report</td> <td>20%</td> <td>USD 7,056.00</td> </tr> <tr> <td>Production of the communication materials</td> <td>20%</td> <td>USD 7,056.00</td> </tr> <tr> <td>End-of-Project Report</td> <td>20%</td> <td>USD 7,056.00</td> </tr> <tr> <td colspan="2" style="text-align: right;">TOTAL</td> <td>USD 35,280.00</td> </tr> </tbody> </table>	Deliverable	Percentage	Total	Launch of the Pilot Project	20%	USD 7,056.00	First clean-up report	20%	USD 7,056.00	Second clean-up report	20%	USD 7,056.00	Production of the communication materials	20%	USD 7,056.00	End-of-Project Report	20%	USD 7,056.00	TOTAL		USD 35,280.00	Deliverable	Percentage	Total	Launch of the Pilot Project	20%	USD 7,056.00 (Paid – Invoice Ref: ENV.6/23 issued 28/07/23)	First clean-up report	20%	USD 7,056.00 (Paid – Invoice Ref: ENV.6/23 issued 29/27/24)	Second clean-up report	20%	USD 7,056.00	Production of the communication materials	20%	USD 7,056.00	End-of-Project Report	20%	USD 7,056.00	TOTAL		USD 35,280.00
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IN WITNESS WHEREOF, the Parties hereto have caused this *Amendment No.1* to be signed in their respective names as of the day and year first above written:



DocuSigned by:

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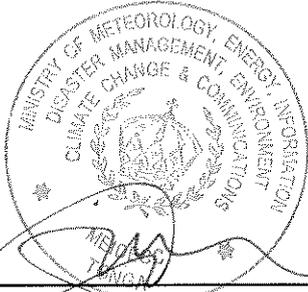
Signature

Sefanaia Nawadra

Director General

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

Date: 09-Apr-2024 | 09:51 WST


Signature

Sione Pulotu 'Akau'ola

Chief Executive Officer

**Ministry of Meteorology, Energy,
Information, Disaster Management,
Environment, Climate Change and
Communications (MEIDECC),
Government of Tonga**

Date: 12/4/20