



LETTER OF AGREEMENT

AP 6/5/8/1

between the

Secretariat of the Pacific Regional Environment Programme (SPREP)

and the

Ministry of Natural Resources and Environment (MNRE), SAMOA

relating to

The implementation of the SAMOA 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 Natural Resources and Environment (MNRE), SAMOA** relating to the implementation of the SAMOA 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 II of the Memorandum of Understanding signed between SPREP and MNRE on the 31st January 2023.



- iii. SPREP and MNRE agree to collaborate jointly to implement the SAMOA MARINE LITTER PILOT PROJECT, in accordance with the proposal included in Attachment 1, and approved by AFD, through the No-Objection Letter N°AFD 675/2022/PF dated on 29 December 2022.
- iv. Implementation of the Agreement will be conducted by MNRE 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 January 2024.
- b. The Funded Activities shall be completed no later than 15 January 2024.

2. Allocated Funds and Disbursements

- a. The total cost of the Funded Activity is USD 35,160.00 (Thirty-Five Thousand, one hundred and sixty 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 MNRE, 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. MNRE 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 7,032.00
First clean-up report	20%	USD 7,032.00
Second clean-up report	20%	USD 7,032.00
Production of the communication materials	20%	USD 7,032.00
End-of-Project Report	20%	USD 7,032.00
TOTAL		USD 35,160.00

- d. With regard to procurement and financial management, MNRE 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 MNRE;
 - 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 SAMOA) on Prohibited Practices.

3. Terms and Obligations of the Parties

- a. MNRE 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 MNRE to the Funded Activities and/or under contract with MNRE, shall work under the supervision of a MNRE 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 MNRE 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 MNRE'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 and other policies

- a. The Parties acknowledges SPREP's Child Protection, Environmental and Social Safeguards, Fraud Prevention & Whistleblower Protection and Gender and Social Inclusion 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.



9. Variation of Agreement

- a. SPREP and MNRE 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:

For SPREP:	For MNRE
Julie Pillet Technical Waste Project Coordinator, SWAP Email: juliep@sprep.org Telephone: +685 29129 SPREP, Avele Vailima, Apia, Samoa	Lealaisalanoa Frances Brown-Reupena Chief Executive Officer Email: environment@mnre.gov.ws Telephone: +685 67200 MNRE, Private Bag, Apia, Samoa

- b. Any notice given by SPREP, or MNRE 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.

DocuSigned by:

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Signature

Sefanaia Nawadra

Director General SPREP

Secretariat of the Pacific Regional Environment Programme (SPREP)

Date: 08-May-2023 | 22:02 WST

Signature

Lealaisalanoa Frances Brown-Reupena

Chief Executive Officer

Ministry of Natural Resources and Environment (MNRE), SAMOA

Date: