



AP\_ 6/19

## LETTER OF AGREEMENT

between the

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

and the

**Ministry of Home Affairs, Climate Change and Environment (MHACCE).**

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

Relating to the

**Implementation of Pacific Ocean Litter Project (POLP) National Activities  
in the Tuvalu**

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This LETTER OF AGREEMENT (LOA) sets out the Agreement between the **Secretariat of the Pacific Regional Environment Programme (SPREP)** and the **Ministry of Home Affairs, Climate Change and Environment (MHACCE)** through the **Department of Waste Management (DWM)** relating to the Implementation of Pacific Ocean Litter Project National Activities in Tuvalu”.

**WHEREAS:**

- a) SPREP would like to enter into a Letter of Agreement with **MHACCE** through the **Department of Waste Management (DWM)** to facilitate and govern the use of the funds provided by SPREP for expenses related to the facilitating of the the Implementation of Pacific Ocean Litter Project National Activities in Tuvalu”.



- b) SPREP will work collaboratively with **DWM** to deliver the agreed activities in accordance with the *Activity and Budget Table*.
- c) SPREP and the through the **DWM** ('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 the 30 April 2027 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 31 March 2027.

## 2. Allocated Funds and Disbursements

- 2.1 The total amount to be facilitated for the delivery of activities under this Letter of Agreement is **USD 168,500** as outlined in the *Activity Budget Table*.
- 2.2 The amount of **USD 168,500** granted will be made available for related expenditures for the activities listed in the *Activity & Budget Table* stipulated in 2.3 for the period from the date of effectiveness of this Letter of Agreement until the activity end date.
- 2.3 The following is the approved activity & budget allocation according to support provided to **MHACCE** through direct payments:

Activity & Budget Table		
	Priority Activity	Budget (USD)
-	<u>Improvement of Single Use Plastic Regulation</u>	
1	Establishment of a Technical Working Group and 5 meetings	\$ 10,000
2	Stakeholder Consultation: Involve in the legislative review and in identifying the gaps in the regulation.	\$ 10,000
3	Conduct awareness programs targeting the public and businesses on the benefits of updated SUP regulation.	\$ 5,500
4	Stakeholder Engagement/Workshops: Consult with agencies, businesses, and communities to ensure practicality and support.	\$ 10,000
5	Economic Incentives: Opportunities exist to promote local businesses producing sustainable alternatives to single-use plastics.	\$ 5,000
-	<u>SUP Regulation compliance and enforcement</u>	
6	Conduct monitoring activities and field visits to ensure compliance with the regulation and develop a compliance report.	\$ 5,000
7	Capacity Building: Train customs, legal, and enforcement personnel to effectively implement and enforce the regulation.	\$ 8,000



8	Capacity Building: in-house training for customs and enforcement officers to ensure their understanding and ability to enforce the regulation.	\$ 8,000
9	Compliance and enforcement: Enforce fines or penalties for businesses offering SUPs where alternatives are available.	\$ 6,000
10	Develop incentive programs for consumers who use reusable items or avoid SUPs.	\$ 3,000
11	Undertake local business engagement/training - Businesses informed about compliance requirements.	\$ 5,000
12	Establish a certification or recognition program for businesses that comply with the SUP ban and promote alternative products	\$ 5,000
13	Collaboration with local businesses to encourage the transition to sustainable alternatives	\$ 5,000
-	<i><u>Review and Update Existing Waste Management By-laws</u></i>	
14	Stakeholder Consultation: Consult with agencies, businesses, and communities to gather input from stakeholders to ensure that the updated by-laws include provisions for SUP reduction, management and enforcement.	\$ 10,000
15	Mandating alternative product availability: Ensure that consumers have access to affordable and sustainable alternatives to SUPs.	\$ -
16	Phasing out SUPS in retail and service sectors: Strengthen by-law to explicitly prohibit the distribution of SUPs at points of sale	\$ -
17	Require businesses to charge a levy for SUP usage or offer free sustainable alternatives	\$ -
18	Support local production of alternatives: Include provisions to incentivize local products to develop and supply alternatives (tax exemptions)	\$ -
19	Collaborate with community islands to promote traditional materials and products as replacement for SUPs	\$ 5,000
20	Establish partnership with local suppliers and tourism sector to promote alternative to locals and tourists	\$ 2,000
-	<i><u>Conduct Public Awareness and Education Campaigns</u></i>	
21	Hire a public campaign coordinator	\$ 5,000
22	Dissemination of Information on Single-use plastic regulation to ensure the public is well-informed	\$ 5,000
23	Conduct workshop to explain the provisions in the updated SUPs and implications	\$ 5,000
24	Conduct and establish awareness and education campaigns targeting the public and businesses on the benefits of updated SUP regulation.	\$ 5,000
25	School and community events campaign	\$ 10,000
26	Radio and social media programmes for public awareness	\$ 8,000
27	Tailored awareness campaigns for business: Conduct meetings and develop informational materials	\$ 10,000
28	Promotion of sustainable alternative to SUPs: Conduct targeted campaigns highlight sustainable alternatives	\$ 10,000
29	Support the development and adoption of locally produced sustainable alternatives to SUPs	\$ 8,000



	<b>TOTAL</b>	<b>\$ 168,500.00</b>
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2.4 The above budget allocation shall be processed and directly paid to **DWM** according to the following Payment Schedule:

<b>Payment Schedule</b>			
No	Activities	Period	Total USD
1	Conduct Inception Meeting between SPREP and <b>DWM</b> (20%)	1 week from signing of LOA	\$ 33,700.00
2	Submission of Approved National Activity Plan - Tuvalu (20%)	2 weeks from Activity 1	\$ 33,700.00
3	Submission of Progress & Expenditure Report H1, 2025 (15%)	31-Jul-25	\$ -
4	Submission of Progress & Expenditure Report H2, 2025 (15%)	31-Jan-26	\$ 42,125.00
5	Submission of Progress & Expenditure Report H1, 2026 (10%)	31-Jul-26	\$ -
6	Submission of Progress & Expenditure Report H2, 2026 (10%)	31-Jan-27	\$ 42,125.00
7	Submission of Approved Final Activity & Consolidated Expenditure , including Progress & Expenditure Report for Q1, 2027 (10%).	31-Mar-27	\$ 16,850.00
	<b>TOTAL</b>		<b>\$ 168,500.00</b>

2.5 All payments should be facilitated by SPREP according to relevant procurement process at SPREP.

2.6 Regarding procurement and financial management:

- 2.6.1 **DWM** 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.
- 2.6.2 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 **DWM**.
- 2.6.3 **DWM** 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.



2.6.4 **DWM** must take steps to ensure compliance with SPREP Policies as noted below in Clause 4; and

2.6.5 **DWM** must contractually oblige all Personnel to ensure that the 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 Tuvalu) on Prohibited Practices.

### 3. Terms and Obligations of the Parties

3.1 **DWM** 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 **DWM** to the funded activities and/or under contract with **DWM**, shall work under the supervision of a **DWM** 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 **DWM**'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 Tuvalu.
  - b. Building the profile of SPREP and POLP.
  - c. Strengthening engagement and ties with Tuvalu.
  - 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. 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



<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.

## 5. Disclaimer

- 5.1 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 arising 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

- 6.1 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.
- 6.2 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.

## 7. Termination

- 7.1 Each Party may terminate this Agreement at any time by giving the other ten days' notice in writing of its intention to do so.
- 7.2 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.
- 7.3 Any unused portion of the unexpended funds shall be refunded to SPREP; no activity funds shall be disbursed after termination.



- 7.4 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.

## 8. Dispute Settlement

- 8.1 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.

## 9. Variation of Agreement

- 9.1 SPREP and **DWM** may request each other to make variations of this Agreement.
- 9.2 Requests for variations shall not be unreasonably withheld.
- 9.3 This Agreement may be varied by written agreement of the Parties.

## 10. Correspondence

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

<p>For <b>SPREP</b>:</p> <p><b>Andrea Volentras</b></p> <p>Project Manager, POLP</p> <p>Email: <a href="mailto:andrea.v@sprep.org">andrea.v@sprep.org</a></p> <p>Telephone: +685 29129</p> <p>SPREP, Avele Vailima, Apia, Samoa</p>	<p>For the <b>DWM</b>:</p> <p><b>Epu Falega</b></p> <p>Director of Waste Management</p> <p>Email: <a href="mailto:efalega@gov.tv">efalega@gov.tv</a></p> <p>Telephone:</p> <p>Address: Funafuti Tuvalu</p>
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- 10.2 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 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:

*Anthony Talouli*

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Signature

Mr Anthony Talouli

**Officer in Charge (OIC)**

**Secretariat of the Pacific Regional  
Environment Programme**

**(SPREP)**

**Date:** 09-Jul-2025 | 15:53 WST

A handwritten signature in blue ink, appearing to read "P. Latasi", written over a horizontal line.

Signature

Ms Pepetua Latasi

**Permanent Secretary**

**Ministry of Home Affairs, Climate  
Change and Environment  
(MHACCE)**

**Date:**

Activity	Outcome Area	Priority Activity	2025				2026				2027		Procurement method	Procurement by	Estimated Budget (SPREP)	Estimated Budget (DoE)
			Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2				
Improvement of Single Use Plastic Regulation	1. Measures, policies or practical strategies to reduce single-use plastics	<u>Improvement of Single Use Plastic Regulation</u>														USD
		Establishment of a Technical Working Group and 5 meetings											LOA	DoE - Tuvalu		\$ 10,000
		Recruit & Engage Consultant to conduct legislative review - Identify and address gaps focusing on banning high-impact plastics.											Quote Analysis	SPREP	\$ 10,000	
		Stakeholder Consultation: Involve in the legislative review and in identifying the gaps in the regulation.											LOA	DoE - Tuvalu		\$ 10,000
	2. Local and visiting consumers (women, men, girls and boys) are using less SUPs and more alternative products	<u>Improvement of Single Use Plastic Regulation</u>														
		Conduct awareness programs targeting the public and businesses on the benefits of updated SUP regulation.											LOA	DoE - Tuvalu		\$ 5,500
		Stakeholder Engagement/Workshops: Consult with agencies, businesses, and communities to ensure practicality and support.											LOA	DoE - Tuvalu		\$ 10,000
		Economic Incentives: Opportunities exist to promote local businesses producing sustainable alternatives to single-use plastics.											LOA	DoE - Tuvalu		\$ 5,000
	TOTAL														\$ 10,000	\$ 40,500
	Activity	Outcome Area	Priority Activity	2025				2026				2027		Procurement method	Procurement by	Estimated Budget
SUP Regulation compliance and enforcement	1. Measures, policies or practical strategies to reduce single-use plastics	<u>SUP Regulation compliance and enforcement</u>														
		Conduct monitoring activities and field visits to ensure compliance with the regulation and develop a compliance report.											LOA	DoE - Tuvalu	\$ 5,000	
		Capacity Building: Train customs, legal, and enforcement personnel to effectively implement and enforce the regulation.											LOA	DoE - Tuvalu	\$ 8,000	
		Capacity Building: in-house training for customs and enforcement officers to ensure their understanding and ability to enforce the regulation.											LOA	DoE - Tuvalu	\$ 8,000	
	Compliance and enforcement: Enforce fines or penalties for businesses offering SUPs where alternatives are available.											LOA	DoE - Tuvalu	\$ 6,000		
	2. Local and visiting consumers (women, men, girls and boys) are using less SUPs and more	<u>SUP Regulation compliance and enforcement</u>														
		Develop incentive programs for consumers who use reusable items or avoid SUPs.											LOA	DoE - Tuvalu	\$ 3,000	
	3. Target sectors, companies and businesses adopted plastic reduction measures	Undertake local business engagement/training - Businesses informed about compliance requirements.											LOA	DoE - Tuvalu	\$ 5,000	
		Establish a certification or recognition program for businesses that comply with the SUP ban and promote alternative products											LOA	DoE - Tuvalu	\$ 5,000	
	4. Alternative products and practices are identified for adoption.	Collaboration with local businesses to encourage the transition to sustainable alternatives											LOA	DoE - Tuvalu	\$ 5,000	
TOTAL															\$ 45,000	

Activity	Outcome Area	Priority Activity	2025				2026				2027		Procurement method	Procurement by	Estimated Budget
			Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2			
Review and Update Existing Waste Management By-laws	1. Measures, policies or practical strategies to reduce single-use plastics	<u>Review and Update Existing Waste Management By-laws</u>											Quote Analysis	SPREP	\$ 5,000
		Recruit & Engage Consultant to conduct legislative review - Identify and address gaps with provisions for SUP reduction, management and enforcement.											LOA	DoE - Tuvalu	\$ 10,000
	4. Alternative products and practices are identified for adoption.	Stakeholder Consultation: Consult with agencies, businesses, and communities to gather input from stakeholders to ensure that the updated by-laws include provisions for SUP reduction, management and enforcement.											LOA	DoE - Tuvalu	\$ 5,000
		Collaborate with community islands to promote traditional materials and products as replacement for SUPs Establish partnership with local suppliers and tourism sector to promote alternative to locals and tourists											LOA	DoE - Tuvalu	\$ 2,000
	TOTAL													\$ 5,000	\$ 17,000
Conduct Public Awareness and Education Campaigns	1. Measures, policies or practical strategies to reduce single-use plastics	<u>Conduct Public Awareness and Education Campaigns</u>													
		Hire a public campaign coordinator											LOA	DoE - Tuvalu	\$ 5,000
		Dissemination of information on Single-use plastic regulation to ensure the public is well-informed											LOA	DoE - Tuvalu	\$ 5,000
		Conduct workshop to explain the provisions in the updated SUPs and implications											LOA	DoE - Tuvalu	\$ 5,000
	2. Local and visiting consumers (women, men, girls and boys) are using less SUPs and more alternative products	<u>Conduct Public Awareness and Education Campaigns</u>											LOA		
		Conduct and establish awareness and education campaigns targeting the public and businesses on the benefits of updated SUP regulation.											LOA	DoE - Tuvalu	\$ 5,000
		School and community events campaign											LOA	DoE - Tuvalu	\$ 10,000
		Radio and social media programmes for public awareness											LOA	DoE - Tuvalu	\$ 8,000
	3. Target sectors, companies and businesses adopted plastic reduction measures	Tailored awareness campaigns for business: Conduct meetings and develop informational materials											LOA	DoE - Tuvalu	\$ 10,000
		Promotion of sustainable alternative to SUPs: Conduct targeted campaigns highlight sustainable alternatives											LOA	DoE - Tuvalu	\$ 10,000
	4. Alternative products and practices are identified for adoption.	Support the development and adoption of locally produced sustainable alternatives to SUPs											LOA	DoE - Tuvalu	\$ 8,000
		TOTAL													\$ -
Eliminating plastic nappy waste in Tuvalu	1. Measures, policies or practical strategies to reduce single-use plastics	<u>Eliminating plastic nappy waste in Tuvalu to deliver cleaner coastal environments for the country</u>												SPREP	\$ 20,000
		TOTAL													\$ 20,000
TOTAL													\$ 35,000.00	\$ 168,500.00	
TOTAL													SPREP	TUVALU	