



**LETTER OF AGREEMENT (“LOA”)  
BETWEEN  
THE UNITED NATIONS DEVELOPMENT PROGRAMME  
AND  
THE SECRETARIAT OF THE PACIFIC REGIONAL ENVIRONMENT PROGRAMME  
(SPREP) FOR THE IMPLEMENTATION OF THE BLUE AND GREEN ISLANDS GLOBAL  
COORDINATION PROJECT  
WHEN UNDP SERVES AS IMPLEMENTING PARTNER**

Dear \_\_\_\_\_,

- 1.** Reference is made to the consultations between officials of the United Nations Development Programme (“UNDP”) in the Bureau for Policy and Programme Support and officials of the Secretariat of the Pacific Regional Environment Programme (SPREP) (the “Responsible Party”) with respect to the implementation of the Blue and Green Islands Global Coordination Project (PIMS 9689). The Project Document is attached as Annex A, and may be amended from time to time by the parties thereto (the “Project Document”).
- 2.** In accordance with the Project Document and the terms and conditions of this LOA, the Responsible Party shall undertake the activities specified in Annex B (*Description of Activities*) (the “Activities”).
- 3.** The Responsible Party shall be fully responsible for carrying out the Activities with due diligence and efficiency, pursuant to the schedule set forth in Annex B (*Description of Activities*) and in accordance with the terms and conditions of this LOA. The Responsible Party shall undertake the Activities in accordance with its financial regulations, rules and other procedures, to the extent they are consistent with UNDP’s Financial Regulations and Rules. In the event that the former and the latter are not consistent, the Responsible Party shall follow UNDP’s Financial Regulations and Rules.
- 4.** The Responsible Party acknowledges that it may be subject to a capacity assessment as required by UNDP’s regulations, rules and policies, including the UNDP’s Harmonized Approach to Cash Transfer (“HACT”) Policy, to ensure it has the necessary capacity to carry out the Activities and that it is able to manage and report on funds transferred by UNDP appropriately. The capacity assessment will be performed by a qualified third-party service provider selected by UNDP, and UNDP will use the results to determine how cash transfers will be made to the Responsible Party.

UNDP will discuss the capacity assessment results with the Responsible Party and agree on measures to address any concerns raised. The Responsible Party shall provide its full and timely cooperation for the completion of the capacity assessment. Such cooperation shall include, but shall not be limited to, the Responsible Party's obligation to make available its personnel and any relevant documentation for such purposes at reasonable times and on reasonable conditions and to grant to the service provider access to the Responsible Party's and its agents' premises at reasonable times and on reasonable conditions, for the purpose of completing the capacity assessment.

**5.** With respect to the Activities it will implement, and the Project or the Work Plan(s) of the Portfolio deliverables (as applicable) for which it is responsible, the Responsible Party hereby acknowledges that it has read and agrees to be bound, *mutatis mutandis*, by the obligations and agreements set forth in the Project Document and annexes thereto as applicable to the Implementing Partner or any party contracted by the Implementing Partner. These obligations include those set forth in the section entitled "Risk Management", which contains provisions regarding the application of UNDP policies relating to sexual exploitation and sexual abuse, and sexual harassment, as well as social and environmental standards, including grievance mechanisms, prohibition of misuse of funds, fraud and corruption, and anti-money laundering and countering the financing of terrorism.

**6.** Any information or data provided by the Responsible Party to UNDP for the purpose of entering into this LOA, as well as the quality of the Activities and reports foreseen under this LOA, will conform to the highest professional standards.

**7.** The Parties shall, on a regular basis, keep each other informed of and consult on matters pertaining to the implementation of the Activities.

### **Financial Arrangements**

**8.** In accordance with the Project Document, UNDP has allocated and will make available to the Responsible Party funds not to exceed the budget for the Activities as set forth in Annex C (*Schedule of Activities, Facilities and Payments*). The first cash transfer in the amount set forth in Annex C (*Schedule of Activities, Facilities and Payments*) and any subsequent cash transfers shall be made quarterly upon satisfactory submission and acceptance by UNDP of the FACE Form and other agreed-upon documentation referenced in Article 20 (*Reporting Requirements*) below. Before approving the cash transfers, UNDP shall ensure that the amounts requested by the Responsible Party are in accordance with the Work Plan.

**9.** The maximum amount of the budget for the Activities as set forth in Annex C (*Schedule of Activities, Facilities and Payments*) shall not be subject to any adjustment or revision for any reason, including price or currency fluctuations or the actual costs incurred by the Responsible Party in the implementation of the Activities.

**10.** UNDP shall make all payments to the Responsible Party's bank account indicated below:

Account Name: SPREP USD Working account

Account Number: 01-849599-07

Bank Name: BSP (Samoa) Ltd

Bank Address: Beach Road, PO Box 1860, Apia, Samoa

Bank SWIFT Code: BOSPWSWS

Intermediary Bank: Bank of America

SWIFT Code: BOFAU3N

Beneficiary Bank A/c number: 6550780003 BSP Samoa Limited

Routing Transit: 026009593

CHIPS particpt: 0959

Routing instructions for disbursements:

**11.** Payments effected by UNDP to the Responsible Party shall not relieve the Responsible Party of its obligations under this LOA or be deemed as acceptance by UNDP of the Responsible Party's performance of the Activities.

**12.** The Responsible Party shall not make any financial commitments or incur any expenses exceeding the budget for the Activities as set forth in Annex C (*Schedule of Activities, Facilities and Payments*). The Responsible Party shall regularly consult with UNDP concerning the status and use of funds and shall promptly advise UNDP any time when the Responsible Party becomes aware that the budget to carry out the Activities as set out in Annex B (*Description of Activities*) is insufficient. UNDP shall have no obligation to provide the Responsible Party with any funds or to make any reimbursement for expenses incurred by the Responsible Party in excess of the total budget as set forth in Annex C (*Schedule of Activities, Facilities and Payments*).

**13.** UNDP shall not be liable for the payment of any expenses, fees, tolls, or any other costs not expressly provided for in the Project Document or exceeding the maximum amount of the budget for the Activities as set forth in Annex C (*Schedule of Activities, Facilities and Payments*).

**14. Audit:** (a) UNDP may require the Responsible Party to submit to the Vertical Funds Hub Executive Coordinator audited annual financial statements and any management letters issued by

the auditors. The audit shall be carried out by the auditors of the Responsible Party or by a qualified audit firm engaged by the Responsible Party, which will produce an audit report of the financial statements.

(b) Notwithstanding the above, UNDP shall have the right, in accordance with its Financial Regulations and Rules, to perform an annual audit or a 'once in the lifetime' audit of the Project (as applicable) or review of the Project-related books and records and to that effect, UNDP shall have full access to the books and records of the Responsible Party. Such audits will be reflected in the annual audit plan prepared by UNDP in consultation with the Responsible Party, and the cost of such audits and reviews shall be charged to the Project (as applicable). The audits will be performed by auditors selected by UNDP and subject to such standards, scope and frequency as decided by UNDP. The scope of the audits will include the financial transactions and internal controls related to the Activities.

**15. Refund:** (a) The Responsible Party shall disburse the funds made available to it by UNDP and incur Expenditures in connection with the Activities in accordance with the terms and conditions set forth in this LOA, including the work plan contained in Annex C (*Schedule of Activities, Facilities and Payments*). In the event that the Responsible Party disburses the funds or incurs Expenditures in violation of this LOA, including the work plan, notwithstanding the availability or exercise of any other remedies under this LOA, the Responsible Party shall refund the amounts to UNDP not later than thirty (30) days after the Responsible Party receives a written request for such refund from UNDP. Failing that, UNDP may set off the requested refund amount against any payments due to the Responsible Party under this LOA or otherwise. For the purposes of this LOA, "Expenditures" shall mean any disbursements made and valid outstanding obligations incurred in respect of goods and services rendered.

(b) Unless otherwise agreed in writing by UNDP, the Responsible Party shall return all unspent funds and Income to UNDP within one (1) month of completion of the Activities or termination of this LOA, whichever is earlier.

## **Personnel**

**16.** In carrying out the Activities, Responsible Party's sub-recipients and other entities involved in the Project or the Work Plan(s) of the Portfolio as contractors or subcontractors and their personnel and any individuals performing services for them under this LOA (the "Personnel") shall

not be considered in any respect as being the employees or agents of UNDP.

**17.** UNDP does not accept any liability for claims arising out of acts or omissions of the Responsible Party or its Personnel in performing the Activities or any claims for death, bodily injury, disability, damage to property or other hazards that the Responsible Party and its Personnel may suffer as a result of their work pertaining to the Activities. The Responsible Party shall ensure that all its obligations under this LOA extend to all Personnel.

**18.** All Personnel shall work under the supervision of the designated official of the Responsible Party. The Personnel shall remain accountable to the Responsible Party for the manner in which assigned functions are discharged.

**19.** The Responsible Party shall be fully responsible for all activities conducted by each of its Personnel and shall ensure that all its obligations under this LOA extend to the Personnel.

## **20. Reporting Requirements**

(a) With respect to the implementation of the Activities under this LOA, the Responsible Party shall provide to UNDP such progress reports relating to the Activities as may reasonably be required by the Project manager (as applicable) in the exercise of their duties.

(b) The Responsible Party shall submit a completed FACE Form, which can be accessed under the following link: [UNSDG | Funding Authorization and Certificate of Expenditures Form](#) (the "FACE form"), including an [Itemized Cost Estimate](#) showing the detailed activity budget and actual expenditures to the UNDP Resident Representative no later than fifteen (15) days after the end of each quarter. All FACE Forms submitted by the Responsible Party shall be approved by the designated authorised official as specified in Annex D (*Specimen Signature Form*). Before approving the disbursement of funds, UNDP shall ensure that cash transfers requested by the Responsible Party are in accordance with the provisions of Annex C (*Schedule of Activities, Facilities and Payments*).

(c) The Responsible Party shall furnish a final report within six (6) months after the completion or termination of the Activities, including a list of non-expendable equipment purchased by the Responsible Party and all relevant records related to the Activities, as appropriate, pursuant to its financial regulations and rules.

(d) UNDP shall have the right, in accordance with its Financial Regulations, Rules and procedures, to perform assurance activities related to Project books and records, in accordance with the HACT

Policy, to assess the utilisation of funds provided by UNDP and the completeness and accuracy of financial reports submitted by the Responsible Party. The HACT assurance activities will be reflected in the assurance plan prepared by UNDP in consultation with the Responsible Party and will be performed by third-party service providers or UNDP staff. The cost of HACT assurance activities shall be charged to the Project (as applicable).

## **21. Maintenance of Records**

(a) The Responsible Party shall keep accurate and up-to-date records and documents in respect of all transactions incurred with the funds made available by UNDP to ensure that all transactions conform with the provisions of Annex C (*Schedule of Activities, Facilities and Payments*). Proper supporting documentation shall be maintained for each disbursement, including original invoices, bills, and receipts pertinent to the transaction. The Responsible Party shall keep accurate and up-to-date records and documents of any Income generated with the funds made available by UNDP and shall promptly disclose them to UNDP. The Income shall be reflected in a revised work plan and budget set forth in Annex C (*Schedule of Activities, Facilities and Payments*) and recorded as accrued Income to UNDP. For the purposes of this LOA, "Income" shall mean the interest on the Project or Portfolio funds (as applicable) and all revenue derived from the use or sale of capital equipment and items purchased with funds provided by UNDP or from revenues generated from Project or Portfolio outputs or activities (as applicable).

(b) The Responsible Party shall maintain all records relevant to the entire duration of the Project or the Portfolio (as applicable) for at least seven (7) years following completion of the Project or the Work Plan(s) of the Portfolio (as applicable) or termination of this LOA.

**22. Equipment:** Equipment furnished by UNDP or procured through UNDP funds will be disposed of in accordance with the requirements of the agreement between UNDP and the Government concerned. In the event of termination of this LOA, any such Equipment will be returned to UNDP within thirty (30) days. For the purposes of this LOA, "Equipment" shall mean any non-consumable supplies, equipment, vehicles, and non-expendable materials financed by UNDP or furnished by UNDP to the Responsible Party under this LOA.

**23. Proprietary Rights:** Ownership of patent rights, copyrights, and other similar rights to

any discoveries, inventions or works resulting from implementation of the Activities shall vest in UNDP.

## **24. Confidentiality**

(a) Information and data, excluding UNDP Personal Data (as defined in Article 25 (a) below), that is delivered or disclosed by one Party ("Discloser") to the other Party ("Recipient") during the course of performance of the Activities, and that has been designated as confidential at the time of exchange or promptly identified as confidential in writing when furnished in intangible form or disclosed orally, as well as information that the Recipient knows or should have reasonably known from its inherent nature, quality or characteristics that is proprietary or confidential ("Information"), shall be held in confidence by the Recipient and shall be handled as follows:

(b) The Recipient shall:

(i) use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser's Information as it uses with its own similar Information that it does not wish to disclose, publish or disseminate; and

(ii) use the Discloser's Information solely for the purpose for which it was disclosed.

(c) Provided that the Recipient has a written agreement with the following persons or entities requiring them to treat the Information confidential in accordance with the terms of this LOA, the Recipient may disclose Information to:

(i) any other party with the Discloser's prior written consent;

(ii) the Recipient's employees, officials, representatives and agents who have a need to know such Information for purposes of performing obligations under this LOA, and employees officials, representatives and agents of any legal entity that it controls, that controls it, or with which it is under common control, who have a need to know such Information for purposes of performing obligations under this LOA;

(iii) for the purposes of Article 24 (c) (ii) above, a controlled legal entity means:

(a) a legal entity in which the Party owns or otherwise controls, whether directly or indirectly, over fifty per cent (50%) of voting shares thereof; or

(b) a legal entity over which the Party exercises effective managerial control;  
and

- (iv) for UNDP, a principal or subsidiary organ of the United Nations established in accordance with the Charter of the United Nations.
- (d) UNDP may determine that any Information provided by UNDP to the Responsible Party forms part of the property and archives of UNDP within the meaning of the Convention on the Privileges and Immunities of the United Nations, 1 U.N.T.S. 15 (1946) (the "General Convention"), and Article II of the General Convention is applicable to all such Information.
- (e) The Responsible Party may disclose Information to the extent required by law, provided that, subject to and without any waiver of the privileges and immunities of the United Nations, the Responsible Party will give UNDP sufficient prior notice of a request for the disclosure of Information in order to allow UNDP to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.
- (f) UNDP may disclose Information to the extent required pursuant to the Charter of the United Nations, pursuant to resolutions or regulations of the General Assembly or rules promulgated thereunder, or under UNDP's regulations, rules, policies and procedures.
- (g) The Recipient shall not be precluded from disclosing Information that the Recipient obtains from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder.
- (h) These obligations and restrictions of confidentiality shall be effective during the term of this arrangement, including any extension thereof, and shall remain effective following termination or expiration of this LOA.

## **25. Personal Data**

- (a) For purposes of this LOA:
- (i) "Personal Data" shall mean any information relating to an identified or identifiable individual.
- (ii) "UNDP Personal Data" shall mean Personal Data obtained by the Responsible Party from UNDP or generated by the Responsible Party for UNDP in connection with, or related to, the performance of the Activities.

(b) With respect to Personal Data that it obtains from the Responsible Party in connection with this LOA, UNDP shall:

- (i) apply its own legal framework, including the UNDP Personal Data Protection and Privacy Policy and the UN Personal Data Protection Principles;
- (ii) use the same care and discretion to avoid disclosure, publication or dissemination of the Personal Data as it uses with its own similar Information that it does not wish to disclose, publish or disseminate; and
- (iii) use the Personal Data solely for the purpose for which it was disclosed.

(c) Unless otherwise provided for in this LOA, with respect to UNDP Personal Data, the Responsible Party shall comply with the following at a minimum:

- (i) comply with all laws applicable to the Responsible Party;
- (ii) apply the UNDP Personal Data Protection and Privacy Policy and the UN Personal Data Protection Principles;
- (iii) use the same care and discretion to avoid disclosure, publication or dissemination of the UNDP Personal Data as it uses with its own similar Information that it does not wish to disclose, publish or disseminate; and
- (iv) use the UNDP Personal Data solely for the purpose for which it was disclosed.

(d) Without prejudice to the generality of Article 25 (c) above, and unless otherwise more specifically provided elsewhere in this LOA, the Responsible Party shall comply with the following at a minimum:

- (i) process UNDP Personal Data solely and exclusively in accordance with the requirements of this LOA and shall not use UNDP Personal Data for the Responsible Party's research, marketing, sales, promotional, or any other purposes;
- (ii) implement appropriate technical and organizational measures, including appropriate access-control measures, with respect to UNDP Personal Data;
- (iii) implement appropriate data security measures to preserve the integrity of UNDP Personal Data and prevent any corruption, tampering, loss, damage, unauthorised access and improper disclosure of UNDP Personal Data;

- (iv) may disclose UNDP Personal Data only to those of its employees who have a need to know such UNDP Personal Data for purposes of performing obligations under this LOA;
- (v) process UNDP Personal Data in a manner that is legitimate, transparent, adequate, accurate, relevant and limited to what is necessary for the performance of the Activities, and ensure that UNDP Personal Data is kept for no longer than is necessary to perform the Activities;
- (vi) as and when requested by UNDP, provide access to, correct, delete, refrain from, or restrict processing of UNDP Personal Data;
- (vii) upon becoming aware of any data or security breach (including any accidental or unauthorised destruction, loss, alteration, disclosure, access, or unplanned loss of availability) that affects, or may affect, UNDP Personal Data:
  - (a) immediately notify UNDP in writing;
  - (b) take immediate mitigating and/or remedial action, including mitigating and/or remedial action as directed by UNDP; and
  - (c) inform and update on a regular basis UNDP of any measures taken by the Responsible Party to address such data or security breach;
- (viii) promptly notify UNDP if it believes the performance of the obligations under this LOA or compliance with any UNDP instruction breaches, or might reasonably be considered to breach, any applicable data protection laws or the UNDP Personal Data Protection and Privacy Policy;
- (ix) if it receives any complaint, request (including a data subject access request), notice, or communication which relates directly or indirectly to UNDP Personal Data:
  - (a) immediately notify UNDP;
  - (b) consult with and follow the instructions of UNDP with respect to handling any such complaint, request, notice or communication; and
  - (c) provide full cooperation and assistance to UNDP if UNDP elects to respond to such complaint, request, notice, or communication;
- (x) return, delete or destroy UNDP Personal Data if so instructed by UNDP in writing, and provide evidence of such action to UNDP upon written request;

(xi) destroy any and all UNDP Personal Data 10 years after the date on which this LOA expires or terminates, unless otherwise instructed by UNDP in writing.

(e) Except as provided in Article 25 (d) above, the Responsible Party shall not otherwise transfer, disclose, publish or disseminate UNDP Personal Data without UNDP's prior written consent.

(f) The provisions of this Article 25 shall survive any termination or expiration of this LOA.

## **26. Indemnity**

(a) The Responsible Party shall indemnify, defend, hold and save harmless UNDP and its officials, agents and persons performing services for UNDP from and against all suits, proceedings, claims, demands, losses and liability of any kind, or nature brought by any third party against UNDP.

(b) In addition to the indemnification obligations set forth in this Article 26, the Responsible Party shall be obligated, at its sole expense, to defend UNDP and its officials, agents and employees, pursuant to this Article 26, regardless of whether the suits, proceedings, claims and demands in question actually give rise to or otherwise result in any loss or liability.

(c) UNDP shall advise the Responsible Party about any such suits, proceedings, claims, demands, losses or liability within a reasonable period of time after having received actual notice thereof. The Responsible Party shall have sole control of the defence of any such suit, proceeding, claim or demand and all negotiations in connection with the settlement or compromise thereof, except with respect to the assertion or defence of the privileges and immunities of UNDP or any matter relating thereto, for which only UNDP itself is authorized to assert and maintain. UNDP shall have the right, at its own expense, to be represented in any such suit, proceeding, claim or demand by independent counsel of its choosing.

## **27. Force Majeure**

(a) In the event of, and as soon as possible after the occurrence of any cause constituting force majeure, the Party affected by it shall give the other Party notice and full particulars in writing of such occurrence. If the affected Party is thereby rendered unable, in whole or in part, to perform its obligations or meet its responsibilities under this LOA, the Parties shall consult on

the appropriate action to be taken, which may include suspension or termination pursuant to Article 31 (*Suspension and Termination*) below except that the period of notice shall be seven (7) days instead of thirty (30) days in the event of termination. Force majeure as used herein means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), act of government, invasion, revolution, insurrection, terrorism, or any other actions of a similar nature or force, including, among others, pandemics or epidemics affecting either Party's ability to perform hereunder, provided that such acts arise from causes beyond the control and without the fault or negligence of the affected Party

## **28. Use of the Name, Emblem and Official Seal of UNDP**

(a) The Responsible Party shall only use the name (including abbreviations), emblem or official seal of the United Nations or UNDP in direct connection with the Activities and with the prior written consent of UNDP. Under no circumstances shall such consent be provided in connection with the use of the name (including abbreviations), emblem or official seal of the United Nations or UNDP for commercial purposes or goodwill.

(b) The Parties shall cooperate in any public relations or publicity exercises when UNDP considers these to be appropriate or useful.

## **29. Dispute Settlement**

(a) Any dispute, controversy, or claim between the Parties arising out of this LOA, or out of the breach, termination or invalidity thereof ("Dispute") shall be finally settled in the manner set out in this Article 29, which shall be binding on the Parties and shall be the exclusive mode of settlement of the Dispute in accordance with Article VIII, Section 29, of the Convention on the Privileges and Immunities of the United Nations, 1 U.N.T.S. 15 (1946).

(b) Amicable Settlement:

(i) The Parties shall use their best efforts to amicably settle any Dispute. For that purpose, the Party asserting a claim shall provide the other Party with a detailed description of the Dispute, specifying the relief or remedy sought, and a copy of this LOA and all relevant supporting documentation ("Notice of Dispute").

(ii) Neither Party may refer the Dispute to arbitration, pursuant to Article 29 (c)

below, prior to pursuing amicable settlement efforts and prior to the expiry of sixty (60) days from the date of the Notice of Dispute. However, the foregoing shall not preclude a Party to this LOA from referring a Dispute to arbitration if such Party seeks interim measures of protection under the Arbitration Rules of the United Nations Commission on International Trade Law ("UNCITRAL Arbitration Rules").

(c) Arbitration:

(i) Either Party may refer a Dispute that has not been resolved amicably pursuant to Article 29 (b) above, to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining, subject to the provisions of this Article 29 (c).

(ii) The appointing authority shall be the Secretary-General of the Permanent Court of Arbitration. The Parties agree that the periods for the intervention of the appointing authority stipulated in Article 8, paragraph 1, and Article 9, paragraphs 2 and 3, of the UNCITRAL Arbitration Rules shall be sixty (60) days.

(iii) Any agreement between the Parties or decision by the arbitral tribunal as to the place of arbitration or the venue of the proceedings shall mean only the physical location where the arbitral tribunal shall hold in-person meetings, including for its deliberations or hearings, pursuant to Article 18, paragraph 2, of the UNCITRAL Arbitration Rules. Such agreement or decision as to the place of arbitration shall not amount to the determination of a legal seat, shall not entail any submission to any country's law and jurisdiction in connection with the arbitral proceedings and any resulting award(s), and shall not be construed as a waiver, express or implied, of the privileges and immunities of the United Nations, including UNDP.

(iv) In interpreting the rights and obligations of the Parties under this LOA, the arbitral tribunal shall first apply the terms of this LOA and then apply generally recognised principles of international law. Procedural matters shall be governed by the provisions of this Article 29 and the UNCITRAL Arbitration Rules. Where necessary, the Arbitral Tribunal may seek additional guidance from the generally accepted principles of procedure applied by international tribunals.

(v) The arbitral tribunal may exercise the powers envisaged in Article 27, paragraph 3, of the UNCITRAL Arbitration Rules in respect of documents, exhibits or other evidence that (i) the Parties agree that are to be produced or (ii) which the arbitral tribunal, in view of the

statements of claim and defence and the evidentiary record, considers relevant to the Dispute and material to its outcome. When apportioning costs pursuant to Article 42, paragraph 1, of the UNCITRAL Arbitration Rules, the arbitral tribunal shall take into account the reasonableness of document production requests.

(vi) In accordance with the UNCITRAL Arbitration Rules, the arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under this LOA, order the termination of this LOA, or order that any other protective measures be taken with respect to the goods, services, or any other property, whether tangible or intangible or of any confidential information provided under this LOA, as appropriate.

(vii) Unless otherwise expressly provided in this LOA, the arbitral tribunal shall have no authority to award: (1) punitive damages or damages for indirect or consequential losses; (2) interest other than simple interest and only at the Federal Reserve Bank of New York's Secured Overnight Financing Rate prevailing at the time of the award.

(viii) The arbitral tribunal shall have no authority to award any pre-award interest.

**30. Privileges and Immunities:** Nothing in or relating to this LOA shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including UNDP.

**31. Suspension and Termination**

(a) The Parties hereto recognize that successful implementation and completion of the Activities are of paramount importance and that UNDP may find it necessary to suspend or terminate this LOA or to modify the Activities, should circumstances arise that jeopardise the successful completion of the Project or the Work Plan(s) of the Portfolio (as applicable). The provisions of this Article 31 shall apply to the suspension and termination of this LOA, and the provisions in Article 32 (*Modifications; Notices*) below shall apply to the modification of the Activities.

(b) UNDP shall consult with the Responsible Party if any circumstances arise that, in the judgment of UNDP, interfere or threaten to interfere with the successful implementation or completion of the Activities. For its part, the Responsible Party shall promptly inform UNDP of any such circumstances that might come to its attention. The Parties shall cooperate towards the

rectification or elimination of the circumstances in question and shall exert all reasonable efforts to that end, including prompt corrective steps by the Responsible Party, where such circumstances are attributable to it or within its responsibility or control. The Parties shall also cooperate in assessing the consequences of possible termination of this LOA on the beneficiaries of the Project or the Work Plan(s) of the Portfolio (as applicable).

(c) UNDP may, at any time after the occurrence of the circumstances in question, suspend this LOA by written notice to the Responsible Party without prejudice to the initiation or continuation of any of the measures envisaged in Article 31 (b) above. Notwithstanding Article 31 (a) above, during the period of suspension, no Expenditures may be incurred unless approved in advance by UNDP. UNDP may indicate to the Responsible Party the conditions under which it is prepared to authorize the Activities to resume.

(d) If the cause of suspension is not rectified or eliminated within fourteen (14) days after UNDP has given notice of suspension to the Responsible Party, UNDP may, by written notice at any time thereafter during the continuation of such cause, terminate this LOA. The effective date of termination under the provisions of this Article 31 (d) shall be specified by written notice from UNDP. Upon receipt of a notice of termination from UNDP under this Article 31, the Responsible Party shall take immediate steps to terminate the Activities under this LOA in a prompt and orderly manner, so as to minimise losses and further Expenditures. The Responsible Party shall undertake no forward commitments and shall return to UNDP, within thirty (30) days, all unspent funds made available to it by UNDP under this LOA, and the Equipment financed by UNDP or furnished to it by UNDP pursuant to Article 19 (*Equipment*) above.

(e) Following the termination, in the event UNDP decides to transfer the responsibilities of the Responsible Party for the Activities to another entity, the Responsible Party shall cooperate with UNDP and the other entity to ensure the orderly transfer of such responsibilities.

(f) Notwithstanding the foregoing, UNDP may terminate this LOA at any time without the need to provide cause upon sixty (60) days advance written notice to the Responsible Party.

(g) The Responsible Party may terminate this LOA in cases where a condition has arisen that impedes the Responsible Party from successfully fulfilling its responsibilities under this LOA by providing UNDP with written notice of its intention to terminate the present LOA (i) at least thirty (30) days prior to the effective date of termination if the Project or the Portfolio (as

applicable) has a duration of six (6) months or less, or (ii) at least sixty (60) days prior to the effective date of termination if the Project or the Portfolio (as applicable) has a duration longer than six (6) months.

(h) With respect to Article 31 (g) above, the Responsible Party may give notice to terminate the present LOA only after consultations have been held between the Responsible Party and UNDP, with a view to eliminating the impediment, and shall give due consideration to proposals made by UNDP in this respect.

(i) In the event of termination by UNDP under this Article 31, UNDP shall only reimburse the Responsible Party for Expenditures incurred by the Responsible Party prior to receipt of the notice of termination. Reimbursements to the Responsible Party under this provision, when added to the amounts previously made available to the Responsible Party by UNDP in accordance with this LOA, shall not exceed the maximum amount of funds specified in the budget for the Activities as per Annex C (*Schedule of Activities, Facilities and Payments*).

### **32. Modifications; Notices**

(a) No modification or change in this LOA shall be valid and enforceable against the Parties unless executed in writing and signed by both Parties.

(b) Any notice, request or consent required or permitted to be given or made pursuant to this LOA will be in writing and addressed to Vertical Funds Hub Executive Coordinator

(c) Any changes to the Project Document which would affect the work being performed by the Responsible Party in accordance with Annex B (*Description of Activities*) shall be concluded through an amendment to the Project/Portfolio Document by the Parties to the Project/Portfolio Document following consultation between UNDP and the Responsible Party.

### **Miscellaneous**

**33.** For any matters not specifically covered by this LOA, the Parties will ensure that those matters shall be resolved in accordance with the appropriate provisions of the Project/Portfolio Document and any revisions thereof and the respective provisions of the financial regulations and rules of the Responsible Party and UNDP.

**34.** The arrangements described in this LOA will remain in effect until the end of the Project

or the Portfolio (as applicable) or the completion of the Activities, or until terminated in in accordance with Article 31 (*Suspension and Termination*) above.

**35.** At all times during the performance of the Activities, the schedule of payments specified in Annex C (*Schedule of Activities, Facilities and Payments*) shall remain in effect unless the Responsible Party receives an express written indication to the contrary from UNDP in accordance with Article 32 (*Modifications; Notices*) above.

**36.** If you are in agreement with the provisions set forth above, please sign and return two copies of this LOA to this office. Your acceptance shall thereby constitute the basis for participation in the implementation of the Project or the Work Plan(s) of the Portfolio (as applicable).

DocuSigned by:

*Nancy Bennet*

4EEADA5A5FE9433...

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For and on behalf of UNDP

Nancy Bennet

Executive Coordinator

Vertical Funds Programme Support,

Oversight and Compliance

Bureau for Policy and Programme Support

[Date]12-Nov-2025

DocuSigned by:

*Sefanaia Nawadra*

F154D79DE91044E

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For and on behalf of the SPREP

Sefanaia Nawadra

Director General

Secretariat of the Pacific Regional Environment

Programme

[Date] 14-Nov-2025 | 10:01 WST



## **ANNEX A**

### **PROJECT DOCUMENT**

(The Project Document (ProDoc) is provided as a separate file. The term 'Regional Nodes' is mentioned 170 times in the ProDoc. Although the main tasks are described in the annexes of this agreement, Annexes 12 and 21 of the ProDoc provide specific information on the Regional Nodes.)



## ANNEX B

### DESCRIPTION OF ACTIVITIES

Project number: 01003770

Project title: PIMS 9689 BGI IP Global Coordination Project

#### Results to be achieved by SPREP

*Provide a summary of the results to be achieved by SPREP, particularly the outputs they are expected to produce.*

SPREP will establish and manage a Regional Node (RN) of the BGI IP in the Pacific Region. The RN will facilitate KM&L, scale up child project results to regional / global policies and platforms; and support the delivery of technical assistance from the Policy & Practice Cluster (and to a lesser degree from the Nature Based Solutions Accelerator)

The RN will enhance communication and create more linkages and cooperation between different activities and actors among the SIDS. The RN will facilitate the synthesizing and sharing of lessons learned, best practices, and models coming from the Child Projects, in particular, related to the use of analytical tools such as NCA and ESV; effective approaches/models for NbS; and public and private sector engagement and finance, among the Child Projects, country partners and other stakeholders (including countries that are not yet part of the BGI IP) within each region.

The RN will also promote and facilitate collective action on IP goals and objectives within their regions. SPREP, managing the RN with support from the GPCU, will offer information-sharing services to their members, review and update periodically shared and linked knowledge and information and provide technical support to allow easy interaction with Internet-based learning mechanisms established by the UN or other organizations. The RN will facilitate country Child Project objectives by working with the BGI IP Platform to disseminate harmonized learning, tools, and guidance regarding successful strategies, plans, and solutions for the implementation and scaling of NbS interventions and access to and use of supporting public and private sector finance mechanisms.

The GPCU will work with SPREP to identify sub-communities of practitioners within each region to participate in the BGI IP Thematic Working Groups. The RN will also work to elevate recognition of the practiced knowledge and voices of historically marginalized IP&LCs, women, and youth in the participating countries. Finally, the RN will play a critical role in empowering SIDS leadership and supporting their voices in regional and global fora and networks through capacity development and strategic communications.

#### **Summary of Results to be Achieved by the Secretariat of the Pacific Regional Environment Programme (SPREP) and Expected Outputs**

As the designated Regional Node for the Pacific Ocean under the BGI IP Global Coordination Project, the Secretariat of the Pacific Regional Environment Programme (SPREP), in close collaboration with the Knowledge Management and Learning Hub, Policy and Practise Facility and NbS Accelerator, shall achieve the following

results and outputs:

- 1. Enhanced Regional Knowledge Management and Learning (KM&L):**
  - a. Strengthen knowledge exchange, peer learning, and South-South cooperation among the BGI IP country child projects in the Pacific region, specifically the countries of **Micronesia, Palau, Papua New Guinea, Samoa, Timor-Leste and Vanuatu.**
  - b. Facilitate contributions to the global BGI IP Knowledge Management and Learning Cluster, including through the Digital Collaborative Space (DCS) and other knowledge platforms.
- 2. Technical Assistance Coordination and Facilitation:**
  - a. Support the delivery of technical assistance to the child projects in **Micronesia, Palau, Papua New Guinea, Samoa, Timor-Leste and Vanuatu.** by serving as a regional coordination hub, linking projects with thematic experts and resources provided through the Policy and Practice Facility, the Nature-Based Solutions Accelerator, and Thematic Working Groups.
- 3. Promotion and Scaling of Nature-Positive Solutions:**
  - a. Facilitate the synthesis, documentation, and regional scaling of successful nature-based interventions emerging from country child projects in the region.
  - b. Support the integration of nature-positive development practices into regional policy frameworks and governance structures.
  - c. Support the engagement of key stakeholders in the implementation of nature-positive solutions including governments, communities and the private sector.
- 4. Strengthened Regional and Global Engagement:**
  - a. Represent and support the BGI IP child projects (**Micronesia, Palau, Papua New Guinea, Samoa, Timor-Leste and Vanuatu**) at relevant regional and global fora, promoting the visibility and influence of nature-positive development initiatives from the region.
  - b. Facilitate the participation of country representatives in key dialogues, negotiations, and knowledge-sharing events.
- 5. Monitoring, Reporting, and Visibility:**
  - a. Provide quarterly narrative reports summarizing regional coordination activities, achievements, challenges, lessons learned, and contributions to BGI IP outcomes.
  - b. Contribute to the regional visibility and communication of BGI IP achievements through the development and dissemination of communication and knowledge products.

All activities, results, and outputs shall be delivered in accordance with UNDP policies, procedures, and the objectives and framework of the BGI IP Global Coordination Project. The GPCU coordinator will be directly responsible for managing the regional nodes and supervising/directing/guiding activities towards identified results and outputs.

### Work to be performed by SPREP

SPREP will establish a Regional Node (RN) for the BGI IP child projects in the Pacific Region. SPREP will play the lead role in driving KM&L across the IP, providing an anchor for child projects in the region across all aspects of the BGI IP. Within the region, SPREP will take the lead in organizing regional meetings for child project teams as well as their national counterparts, serving as spaces for co-creation and exchange among the BGI IP Child Projects in the region based on shared goals, cultural values, and norms. The GCP, most likely through UNDP's Food and Agricultural Commodity Systems (FACS), will be offering capacity building sessions to staff from SPREP on KM&L.

The approach will be gender responsive to involve women in all project activities and will also consult and be sensitive to Indigenous Peoples & Local Communities' use of and willingness to share knowledge, and will be structured to include sex-disaggregated data, gender analysis, and data on existing gender gaps to mainstream gender considerations into strategies, plans, and solutions, enable women's economic empowerment, and close

gender gaps in the management of natural resources.

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The approach will be gender responsive to involve women in all project activities and will also consult and be sensitive to Indigenous Peoples & Local Communities' use of and willingness to share knowledge, and will be structured to include sex-disaggregated data, gender analysis, and data on existing gender gaps to mainstream gender considerations into strategies, plans, and solutions, enable women's economic empowerment, and close gender gaps in the management of natural resources.

### **Proposed Role for SPREP in managing BGI IP Regional Node**

**1. Knowledge Management and Learning:** Together with the Knowledge, Management and Learning Cluster of the Global Coordination Project, the Regional Node will support knowledge management and learning activities among the BGI IP child projects and with the wider regional and global stakeholder landscape, including activities to:

- Organize regional meetings for Child Project teams and their national counterparts. For example, annual workshops may concentrate on national and local knowledge, including expertise from universities, the private sector, and political institutions. Where possible, these meetings will be held on the sidelines of or in collaboration with meetings held by existing regional mechanisms / platforms.
- Offer knowledge sharing services to their members
- Review and periodically update shared and linked information
- Provide demand-driven technical support on information and communication technologies to allow easy interaction with Internet-based learning mechanisms established by the UN or other organizations.
- Facilitate the synthesizing and sharing of lessons learned, best practices and models produced by the child projects among country / regional partners, other child projects, and other stakeholders (including countries that are not yet part of the BGI IP) within each region, including successful strategies for the implementation and scaling of NbS interventions and access to and use of supporting public and private sector finance mechanisms.
- Work with the BGI IP Global Coordination Project to organize and facilitate participation in knowledge sharing workshops and conferences to promote BGI IP results and impacts and facilitate broader impact at the technical level.
- Elevate recognition of the practiced knowledge and voices of historically marginalized IP&LCs, women and youth in the participating countries.

**2. Technical Assistance and Coordination:** Together with the Global Coordination Project, the Regional Node will facilitate the flow of technical assistance to the BGI IP child projects within each region from the BGI IP Policy and Practice Facility, the BGI IP Nature Based Solutions Accelerator, and technical partners supporting the BGI IP. Technical assistance partners to these BGI IP structures will be contracted by the Global Coordination Project. This will include activities to:

- Facilitate technical assistance from the BGI IP Policy and Practice Facility (managed by UNDP, with support from various technical partners at the global level) to BGI IP child projects, in particular technical assistance in the use of analytical tools such as Natural Capital Accounting and Ecosystem Services Valuation; integrated land / seascape planning; value / supply chain strengthening; effective approaches / models for nature positive development; public and private sector engagement and finance; etc.
- Collaborate with the BGI IP Nature Based Solutions Accelerator (NBSA) to ensure that lessons on replicable & scalable NbS, as well as models for resource mobilization, are rapidly and effectively shared with the child projects within each region.
- Identify sub-communities of practitioners within each region to participate in the BGI IP Thematic Working Groups (TWGs), which will provide technical guidance as well as knowledge sharing to the country child projects. Thematic Working Groups will focus on various technical issues, possibly including: Natural Capital Accounting / Ecosystem Services Valuation; Policy Reform / Coherence; nature positive development (Food

Systems, Tourism and Urban sectors); Integrated Spatial Planning; Global / Regional Scaling & Impact; Collaborative Negotiating , Public and Private Sector Engagement & Finance; and Gender. The TWGs will be global in scope and allow for inter-regional exchange of knowledge and learning; the role of the Regional Node will be to facilitate participation and leadership from the regions and the development of local technical capacities. By anchoring this work in the Regional Node, the goals and objectives of the BGI IP will be sustained even after the programme has ended.

**3. Shaping Regional / Global Agendas:** Together with the Global Coordination Project, the Regional Node will support BGI IP countries to attend and voice priorities in relevant regional and global public conferences, workshops and other events, in order to communicate and highlight BGI IP priorities, opportunities and solutions, disseminate innovative analytical products, mobilize partnerships and coalitions, work for change in regional and global policies and programs, and facilitate coordination among donors and other IP partners to mobilize resources and support to priority areas. Activities will include:

- Empowering SIDS leadership and supporting their voices in regional and global fora and networks through capacity development and strategic communications.
- Share BGI IP knowledge, lessons, and experiences to inform existing global and regional SIDS-relevant initiatives and processes, as well as SIDS outside of the BGI IP, of the positive impacts and potential for replicability and upscaling of BGI IP activities.
- Promote and facilitate collective action on BGI IP goals and objectives within each region, including utilizing the results of BGI IP child projects to advance regional efforts to promote inter-sectoral integration within SIDS
- Engage in advocacy efforts to promote supportive policies for nature-based solutions at the regional level in coordination with the BGI IP child projects.
- Facilitate linkages and cooperation among different SIDS stakeholders within a region, including BGI IP child projects, existing regional initiatives, government agencies, civil society organizations, etc. to ensure alignment of policies and actions towards common environmental goals.
- Foster, promote, and engage in cross-regional knowledge and information sharing with other BGI IP regional node for mutual advantage and to foster a global sense of community spanning geographical boundaries.
- Supporting strategic communications and engagement of BGI IP child projects (scaling to all SIDS) in global processes, and by upscaling BGI IP results into global policies and initiatives.
- Extend the reach of the BGI IP to all SIDS within each region by analysing, synthesizing and disseminating knowledge and lessons learned to other non-BGI SIDS and facilitating their participation in regional collaboration.
- Work with regional / global platforms to adopt resolutions related to BGI IP objectives (working through “champion” countries among the 15 SIDS).
- Facilitate efforts by interested country child projects to engage in collective bargaining by SIDS governments with regional and global companies, industry associations and trade groups in the three BGI IP target sectors of food systems, tourism, and urban, as well as international institutions whose decisions may greatly impact environmental and socio-economic conditions in SIDS.

All work undertaken by SPREP shall be conducted in accordance with UNDP policies and procedures and in line with the objectives, outcomes, and deliverables of the BGI IP Global Coordination Project. Furthermore, SPREP shall use the tailored **BGI Digital Collaborative Space** for asynchronous communication and coordination across global and country-level teams. *The proposed work for SPREP is described in Annex 12 (Responsible Party 4 section) of the Project Document (Annex A of this Agreement) for further reference.*

**Deliverables**

The Indian Ocean Commission (SPREP) shall be responsible for producing the following deliverables under this Agreement, in line with the work to be performed and the BGI IP indicator framework:

Output Area	Description	Target/Frequency
1. Regional Knowledge Events	Organization of workshops, webinars, and peer exchanges	1 annual event in person and 4 virtual events annually

	for BGI IP country child projects and regional stakeholders.	
2. Knowledge Products	Development and dissemination of lessons learned, good practices, or case studies with potential for scaling across SIDS.	4 products per year
3. Technical Assistance Coordination	Facilitation of regional technical support from BGI IP mechanisms (Policy & Practice Facility, NbS Accelerator, Thematic Working Groups); semi-annual reporting on delivery.	Included in the quarterly narrative progress reports (see Deliverable 6).
4. Scaling & Policy Engagement Outputs	Documentation and facilitation of regional scaling, partnerships, or policy influence stemming from child project experiences.	3 regional scaling/policy initiative per year
5. Regional and Global Fora Participation	Facilitation of BGI IP country participation in relevant regional and global events, dialogues, and negotiations.	2 events per year
6. Monitoring and Reporting	Development of a workplan. Submission of narrative progress and financial reports in accordance with the agreed schedule.	A 7-year workplan 4 narrative and 4 financial reports per year
7. Communication and Visibility Products	Preparation of materials (e.g. briefs, media content, infographics) showcasing SPREP's coordination role and regional results.	10 materials per year / 70 throughout

All deliverables shall meet quality standards established by the GPCU, support the achievement of project-level and programmatic indicators, and be submitted according to an agreed schedule

Description of inputs:

The Secretariat of the Pacific Regional Environment Programme (SPREP), in its capacity as a Regional Node under Output 3.3.3 of the BGI IP Global Coordination Project, shall contribute the following inputs to implement the agreed activities:

1. **Personnel (USD 633,500):**  
SPREP shall recruit and maintain one (1) full-time, nationally recruited staff member who will serve as the Regional Node Coordinator. The Coordinator shall be responsible for the day-to-day management of Regional Node activities, including facilitating knowledge management and learning (KM&L) services among country child projects, supporting regional scaling efforts, organizing regional events, maintaining liaison with the Global Programme Coordination Unit (GPCU), and contributing to programmatic reporting requirements.
2. **Training, Workshops, and Conferences (USD 70,000):**  
SPREP shall organize and facilitate regional meetings, workshops, and peer-to-peer learning events for

child projects and regional partners. These funds shall cover the costs associated with event convening (e.g., venue hire, materials, logistical support). Travel costs for participants from child projects and partners shall be borne separately by the respective child projects.

3. **Audio-Visual and Print Production Costs (USD 50,000):**

SPREP shall support the production of knowledge products and communication materials, including but not limited to case studies, good practice documents, learning briefs, and visual media products. These outputs shall contribute to strengthening regional learning and scaling of successful interventions under the BGI IP.

4. **Travel (USD 75,000):**

SPREP shall utilize travel resources to enable the Regional Node Coordinator's participation in country-level support missions, regional knowledge-sharing events, and global BGI IP meetings, as necessary to fulfill the functions of the Regional Node.

All activities and use of inputs shall be carried out in accordance with UNDP policies, procedures, and standards, and shall be aligned with the overarching objectives and results framework of the BGI IP Global Coordination Project.

## **ANNEX C**

### **SCHEDULE OF ACTIVITIES, FACILITIES AND PAYMENTS**

(WORK PLAN & BUDGET)

(The workplan has been extracted from the GCP General Work Plan; therefore, the activity numbering has been retained as in the original to maintain consistency.)

#### **THE LIST OF ACTIVITIES**

#### **Component 1: Supporting policy reform, analytical tools for valuation, and spatial planning processes strengthen the enabling environment for Nature based Solutions and support South-South exchange and regional and global action and impact**

**Outcome 1.2:** BGI IP is supporting global and regional impact through collaborative efforts and upscaling of child project results

**Output 1.2.1:** BGI IP child project results scaled up and generating action and impact at regional and global levels

**Activity 4)** Engage with existing regional governance platforms /bodies to upscale and embed outcomes and lessons learned on policy change and coherence and NbS from the child projects into regional level institutional and policy frameworks (closely linked to the NbS Accelerator to ensure that lessons on replicable & scalable NbS, as well as models for resource mobilization, are rapidly and effectively shared within the IP and beyond with the global SIDS community.)

**Activity 5)** Coordinate the efforts of all BGI IP partners in working with regional / global platforms to adopt resolutions related to BGI IP objectives (working through “champion” countries among the 15 SIDS) and to support and amplify the voices and priorities of participating SIDS in relevant regional and global public conferences, workshops and other events, in order to communicate and highlight BGI IP priorities, issues, opportunities and solutions, disseminate innovative analytical products, mobilize partnerships and coalitions, and facilitate coordination among donors and other IP partners to mobilize resources and support to priority areas.

**Output 1.2.3:** Collaborative negotiating with global / regional stakeholders has led to the adoption of nature-friendly practices among target sector stakeholders

**Activity 4)** Together with the child projects, develop a common strategy and action plan for undertaking collaborative negotiating on issues / thematic areas with the most potential for positive impact (at regional or global levels).

**Component 3: Facilitating effective programme management, coordination, monitoring and evaluation, and knowledge management and learning of the BGI IP**

**Outcome 3.3:** The BGI IP Knowledge Management and Learning Cluster has engaged and connected stakeholders at programmatic and country levels to BGI IP products and services, facilitated South-South exchange, and ensured regional and global impact

**Activity 6)** Each Regional Node Partner to develop an overall 6-year workplan and a detailed 2025 workplan

**Activity 7)** Identify sub-communities of practitioners within each region to participate in the BGI IP Thematic Working Groups (TWGs)

**Activity 8)** Work with the KM&L Cluster to synthesize and share lessons learned, best practices, and models coming from the Child Projects, in particular, related to the use of analytical tools such as NCA and ESV; implementation and scaling of NbS interventions and access to and use of supporting public and private sector finance mechanisms, among the Child Projects, country partners and other stakeholders (including countries that are not yet part of the BGI IP) within each region.

**Activity 9)** Offer information-sharing services to Regional Node members, review and update periodically shared and linked knowledge and information, and provide technical support to allow easy interaction with Internet-based learning mechanisms established by the UN or other organizations.

**Activity 10)** Promote and facilitate collective action on IP goals and objectives within regions

**Activity 11)** Empower SIDS leadership and support their voices in regional and global fora and networks through capacity development; and elevate recognition of the practiced knowledge and voices of historically marginalized IP&LCs, women, and youth in the participating countries.

**Activity 12)** Facilitate technical assistance from the BGI IP Policy and Practice Facility to BGI IP child projects, in particular technical assistance in the use of analytical tools such as Natural Capital Accounting and Ecosystem Services Valuation; integrated land / seascape planning; value / supply chain strengthening; effective approaches / models for Nature based Solutions; public and private sector engagement and finance; etc.

**Activity 13)** Collaborate with the Nature Based Solutions Accelerator (NBSA) to ensure that lessons on replicable & scalable NbS, as well as models for resource mobilization, are rapidly and effectively shared with the child projects within each region.

**Year 2025**

EXPECTED OUTPUTS  and indicators, including annual targets	PLANNED ACTIVITIES  <i>List all activities to be undertaken during the year towards stated outputs<sup>1</sup></i>	Timeframe				Planned Budget		Schedule of payments by UNDP			
		Q1	Q2	Q3	Q4	Budget Description	Amount (USD)	Q1	Q2	Q3	Q4
Output 3.3.3: Regional Nodes to support KM&L and collective action among country child projects established and operational	6			X		71800 – Contractual Services - Imp Partner	11,312	0	0	11,312	0
	7			X		71800 – Contractual Services - Imp Partner	11,313	0	0	11,313	0
						75700 - Training, Workshops and Confer	2,500	0	0	2,500	0
	8				X	71800 – Contractual Services - Imp Partner	3,775	0	0	0	3,775
	9				X	71800 – Contractual Services - Imp Partner	3,770	0	0	0	3,770
10				X		71800 – Contractual Services - Imp Partner	3,770	0	0	0	3,770
						75700 - Training, Workshops and Confer	2,500	0	0	0	2,500

<sup>1</sup> The list of activities is provided at the beginning of Appendix C. In this section, only the corresponding activity number under the relevant output is referenced.

	11				X	71800 – Contractual Services - Imp Partner	3,770	0	0	0	3,770
	12				X	71800 – Contractual Services - Imp Partner	3,770	0	0	0	3,770
	13				X	71800 – Contractual Services - Imp Partner	3,770	0	0	0	3,770
						<b>Total</b>	<b>50,250</b>	<b>0</b>	<b>0</b>	<b>25,125</b>	<b>25,125</b>

**Year 2026, 2027,2028, & 2029<sup>2</sup>**

EXPECTED OUTPUTS and indicators, including annual targets	PLANNED ACTIVITIES <i>List all activities to be undertaken during the year towards stated outputs<sup>3</sup></i>	Timeframe				Planned Budget		Schedule of payments by UNDP			
		Q1	Q2	Q3	Q4	Budget Description	Amount (USD)	Q1	Q2	Q3	Q4
Output 1.2.1: BGI IP child project results scaled up and generating action and impact at regional and global levels	4	X	X	X	X	N.A.	0	0	0	0	0
	5	X	X	X	X	N.A.	0	0	0	0	0

<sup>2</sup> The table reflects a fixed annual budget, with the same amount allocated each year; accordingly, the total over the five-year period is US\$440,000.

<sup>3</sup> The list of activities is provided at the beginning of Appendix C. In this section, only the corresponding activity number under the relevant output is referenced.

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Output 1.2.3: Collaborative negotiating with global / regional stakeholders has led to the adoption of nature-friendly practices among target sector stakeholders	4	X	X	X	X	N.A.	0	0	0	0	0
Output 3.3.3: Regional Nodes to support KM&L and collective action among country child projects established and operational	8	X	X	X	X	71800 – Contractual Services - Imp Partner	15,100	3,775	3,775	3,775	3,775
						74200 - Audio Visual&Print Prod Costs	10,000	2,500	2,500	2,500	2,500
	9	X	X	X	X	71800 – Contractual Services - Imp Partner	15,080	3,770	3,770	3,770	3,770
	10	X	X	X	X	71800 – Contractual Services - Imp Partner	15,080	3,770	3,770	3,770	3,770
						75700 - Training, Workshops and Confer	10,000	2,500	2,500	2,500	2,500
						71600 - Travel	15,000	3,750	3,750	3,750	3,750
	11	X	X	X	X	71800 – Contractual Services - Imp Partner	15,080	3,770	3,770	3,770	3,770
	12	X	X	X	X	71800 – Contractual Services - Imp Partner	15,080	3,770	3,770	3,770	3,770

	13	X	X	X	X	71800 – Contractual Services - Imp Partner	15,080	3,770	3,770	3,770	3,770
						<b>Total</b>	<b>125,500</b>	<b>31.375</b>	<b>31.375</b>	<b>31.375</b>	<b>31.375</b>

**Year 2030**

EXPECTED OUTPUTS  and indicators, including annual targets	PLANNED ACTIVITIES  <i>List all activities to be undertaken during the year towards stated outputs<sup>4</sup></i>	Timeframe				Planned Budget		Schedule of payments by UNDP			
		Q1	Q2	Q3	Q4	Budget Description	Amount (USD)	Q1	Q2	Q3	Q4
Output 1.2.1: BGI IP child project results scaled up and generating action and impact at regional and global levels	4	X	X	X	X	N.A.	0	0	0	0	0
	5	X	X	X	X	N.A.	0	0	0	0	0
Output 3.3.3: Regional Nodes to support KM&L and collective action among country	8	X	X	X	X	71800 – Contractual Services - Imp Partner	15,100	3,775	3,775	3,775	3,775
						74200 - Audio Visual&Print Prod Costs	10,000	2,500	2,500	2,500	2,500

<sup>4</sup> The list of activities is provided at the beginning of Appendix C. In this section, only the corresponding activity number under the relevant output is referenced.

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child projects established and operational	9	X	X	X	X	71800 – Contractual Services - Imp Partner	15,080	3,770	3,770	3,770	3,770
	10	X	X	X	X	71800 – Contractual Services - Imp Partner	15,080	3,770	3,770	3,770	3,770
						75700 - Training, Workshops and Confer	10,000	2,500	2,500	2,500	2,500
						71600 - Travel	15,000	3,750	3,750	3,750	3,750
	11	X	X	X	X	71800 – Contractual Services - Imp Partner	15,080	3,770	3,770	3,770	3,770
	12	X	X	X	X	71800 – Contractual Services - Imp Partner	15,080	3,770	3,770	3,770	3,770
	13	X	X	X	X	71800 – Contractual Services - Imp Partner	15,080	3,770	3,770	3,770	3,770
						<b>Total</b>	<b>125,500</b>	<b>31.375</b>	<b>31.375</b>	<b>31.375</b>	<b>31.375</b>

**Year 2031**

EXPECTED OUTPUTS  and indicators, including annual targets	PLANNED ACTIVITIES  <i>List all activities to be undertaken during the year towards stated outputs<sup>5</sup></i>	Timeframe				Planned Budget		Schedule of payments by UNDP			
		Q1	Q2	Q3	Q4	Budget Description	Amount (USD)	Q1	Q2	Q3	Q4
Output 1.2.1: BGI IP child project results scaled up and generating action and impact at regional and global levels	4	X	X	X	X	N.A.	0	0	0	0	0
	5	X	X	X	X	N.A.	0	0	0	0	0
Output 3.3.3: Regional Nodes to support KM&L and collective action among country child projects established and operational	8	X	X	X	X	71800 – Contractual Services - Imp Partner	15,100	3,775	3,775	3,775	3,775
	9	X	X	X	X	71800 – Contractual Services - Imp Partner	15,080	3,770	3,770	3,770	3,770
	10	X	X	X	X	71800 – Contractual Services - Imp Partner	15,080	3,770	3,770	3,770	3,770
						75700 - Training, Workshops and Confer	10,000	2,500	2,500	2,500	2,500
11	X	X	X	X	71800 – Contractual Services - Imp Partner	15,080	3,770	3,770	3,770	3,770	

<sup>5</sup> The list of activities is provided at the beginning of Appendix C. In this section, only the corresponding activity number under the relevant output is referenced.

	12	X	X	X	X	71800 – Contractual Services - Imp Partner	15,080	3,770	3,770	3,770	3,770
	13	X	X	X	X	71800 – Contractual Services - Imp Partner	15,080	3,770	3,770	3,770	3,770
						<b>Total</b>	<b>100,500</b>	<b>25,125</b>	<b>25,125</b>	<b>25,125</b>	<b>25,125</b>

### Year 2032

EXPECTED OUTPUTS and indicators, including annual targets	PLANNED ACTIVITIES <i>List all activities to be undertaken during the year towards stated outputs<sup>6</sup></i>	Timeframe		Planned Budget		Schedule of payments by UNDP	
		Q1	Q2	Budget Description	Amount (USD)	Q1	Q2
Output 1.2.1: BGI IP child project results scaled up and generating action and impact at regional and global levels	4	X	X	N.A.	0	0	0
	5	X	X	N.A.	0	0	0
Output 3.3.3: Regional Nodes to support KM&L and collective action among country child projects established and operational	8	X	X	71800 – Contractual Services - Imp Partner	7,550	3,775	3,775
	9	X	X	71800 – Contractual Services - Imp Partner	7,540	3,770	3,770

<sup>6</sup> The list of activities is provided at the beginning of Appendix C. In this section, only the corresponding activity number under the relevant output is referenced.

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	10			71800 – Contractual Services - Imp Partner	7,540	3,770	3,770
		X	X	75700 - Training, Workshops and Confer	5,000	2,500	2,500
	11			71800 – Contractual Services - Imp Partner	7,540	3,770	3,770
	12			71800 – Contractual Services - Imp Partner	7,540	3,770	3,770
	13			71800 – Contractual Services - Imp Partner	7,540	3,770	3,770
				<b>Total</b>	<b>50,250</b>	<b>25.125</b>	<b>25,125</b>

Note:

- Expenditures for personnel services may be limited to salary, allowances and other entitlements, including the reimbursement of income taxes due and travel costs on appointment to the Project or the Portfolio (as applicable), duty travel within the programme country or region and repatriation costs.
- UNDP shall be responsible for providing miscellaneous services such as secretarial assistance, postage and cable services and transportation as may be required by *[the Government Ministry/institution/IGO]* in carrying out their assignment.
- Adjustments within each of the sections may be made in consultation between UNDP and *[the Government ministry/institution/IGO]*. Such adjustments may be made if they are in keeping with the provisions of the Programme Support/Project Document/Portfolio Document and if they are in the best interest of the Project or the Portfolio (as applicable).

**ANNEX D**  
**SPECIMEN SIGNATURE FORM**



**ORG 1/7**  
**27 October 2025**

**United Nations Development Programme  
Bureau for Policy and Programme Support**

**Attention: Nancy Bennet  
Executive Coordinator  
Vertical Funds Programme Support,  
Oversight and Compliance  
Bureau for Policy and Programme Support**

**Subject: Authenticated specimen signature of duly authorized signatory for the Request for Disbursement and Reporting for Letter of Agreement entered by and between the Secretariat of the Pacific Regional Environment Programme (“SPREP”) and the United Nations Development Programme (“UNDP”).**

Dear Nancy Bennet,

In accordance with Annex D of the Letter of Agreement between SPREP and UNDP, I, the duly authorized representative of SPREP, hereby certify that any one of the persons whose authenticated specimen signatures appear below is authorized, on behalf of SPREP, to sign a Request for Disbursement and Certificate of Expenditure (FACE) between SPREP and UNDP.

<p>Easter Chu Shing Deputy Director General Secretariat of the Pacific Regional Environment Programme</p>	<p>DocuSigned by:  A6315D7A6C824D1...</p>
<p>Petra Chan Tung Director, Finance Secretariat of the Pacific Regional Environment Programme</p>	<p>DocuSigned by:  2BA4566150AB4B5...</p>
<p>Sefanaia Nawadra Director General Secretariat of the Pacific Regional Environment Programme</p>	<p>DocuSigned by:  E154D79DF91044E...</p>

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The persons designated above shall continue to be so authorized until a written notice, in the same form as this letter, from SPREP is received by the UNDP that they, or any of them, are/is no longer so authorized.

As agreed between SPREP and UNDP, the evidence above of the authenticated specimen signatures of the authorized signatories for the Request for Disbursement shall apply to the Letter of Agreement entered by and between SPREP and UNDP prior to the date of this letter.

Kind regards,

Signed by:  


Christina Hazelman, Knowledge Management Specialist

PO Box 240, Apia, Samoa T +685 21929 F +685 20231 [sprep@sprep.org](mailto:sprep@sprep.org) [www.sprep.org](http://www.sprep.org) A  
[resilient Pacific environment sustaining our livelihoods and natural heritage in harmony with our cultures.](#)

**ANNEX E**  
**TECHNICAL REPORT TEMPLATE**

(The technical report template is provided as a separate file.)