



LETTER OF AGREEMENT

AP 6/15

between the

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

and the

**Department of Waste Management (DWM),
Government of Tuvalu**

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

relating to

**The implementation of the Tuvalu Marine Litter Pilot Project,
developed within the second phase of the ‘Sustainable Waste
Actions in the Pacific’ (SWAP2) Project**

This LETTER OF AGREEMENT (LOA) sets out the agreement between the **Secretariat of the Pacific Regional Environment Programme (SPREP)** and the **Department of Waste Management (DWM), Government of Tuvalu**, relating to the implementation of the **Tuvalu Marine Litter Pilot Project**, developed under the second phase of the ‘Sustainable Waste Actions in the Pacific’ (SWAP2) Project.

WHEREAS:

- i. This Agreement is part of the implementation of the Financing Agreement n° AFD CZZ 3544 01 D signed between the Agence française de développement (AFD) and SPREP on December 3,



2024 for the implementation of the ‘**Sustainable Waste Actions in the Pacific Phase 2’ Project** (hereinafter referred to as the “SWAP2”).

- ii. This Agreement is made under Letter of Agreement relating to the implementation of the Sustainable Waste Actions in the Pacific Project Phase 2 (SWAP2) in Tuvalu signed between SPREP and DWM on the 28th August 2025.
- iii. SPREP and DWM agree to collaborate jointly to implement the Tuvalu Marine Litter Pilot Project, in accordance with the proposal included in Attachment 1.
- iv. Implementation of the Agreement will be conducted by DWM in accordance with and subject to the terms and conditions of this Letter of Agreement.

Now therefore the Parties hereby agree as follows:

1. Duration

- 1.1. This Letter of Agreement (LOA) will come into effect upon signature of the Parties and will remain in effect until 30 June 2028.
- 1.2. The Funded Activities shall be completed no later than 15 June 2028.

2. Allocated Funds and Disbursements

- 2.1. The total cost of the Funded Activity is **USD 83,773.00 (Eighty-Three Thousand, Seven Hundred and Seventy-Three United States Dollars)** funded through the SWAP2 Project as outlined in the approved pilot project proposal in Attachment 1.
- 2.2. The funds granted hereunder to DWM, are available for expenditures for the period from the date of effectiveness of this Letter of Agreement as stipulated in Clause 1 until the Activity end date. The approved budget is outlined in Attachment 1.
- 2.3. DWM shall receive all Funds from SPREP as per the schedule of payments set out below:

Deliverable	Percentage	Total (USD)
Kick-off Meeting	30%	25,131.90 USD
First Beach Survey and Waste Audit Report	10%	8,377.30 USD
Second Beach Survey and Waste Audit Report	10%	8,377.30 USD
Third Beach Survey and Waste Audit Report	10%	8,377.30 USD
Fourth Beach Survey and Waste Audit Report	10%	8,377.30 USD
Fifth Beach Survey and Waste Audit Report	10%	8,377.30 USD
Awareness Activities	10%	8,377.30 USD
Final Report	10%	8,377.30 USD
TOTAL	100%	83,773.00 USD



2.4. With regard to procurement and financial management, **DWM** must:

- i. utilise the Activity Funds, and any supplies and equipment provided by the Activity Funds, in strict compliance with the Pilot Project Proposal (Attachment 1 of this LOA) and thus within allocations as per the Pilot Project Budget. In the event that SPREP determines that any portion of the Activity Funds has been used for purposes other than the Funded Activities under Attachment 1, such portion shall be refunded to SPREP by DWM;
- ii. take steps to ensure compliance with the Anti-Fraud and Anti-Corruption Framework of SPREP; and
- iii. warrant that it shall contractually oblige all Personnel to ensure that Activity Funds will not be used for any illegal or improper purpose (including bribery) contrary to this Letter of Agreement (or any applicable laws of Tuvalu) on Prohibited Practices.

2.5. Any infrastructure implemented under the pilot project, or any equipment and/or major supplies acquired as part of the pilot project will be transferred to DWM at the end of the pilot project. A transfer agreement will be signed between SPREP and DWM at the end of the pilot project listing the transferred assets and containing a disclaimer.

3. Terms and Obligations of the Parties

3.1. DWM shall undertake the Funded Activities as described in Attachment 1 ensuring all necessary actions are taken to fulfill the requirements of the terms and conditions of this Letter of Agreement for direct implementation of the Funded Activity in an effective and timely manner. This includes:

- i. providing overall supervision and oversight of the overall designated Funded Activities;
- ii. ensuring that any personnel or subcontractors, including NGOs, Associations, etc assigned by 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 technical support and advice;
- ii. review and clear any project deliverables e.g. reports, communication and awareness materials, etc, prepared by DWM and Consultants before publication;
- iii. review and agree any publishing contracts;
- iv. notify and obtain approval from AFD or its fiduciary agent about any expected variations on the Funded Activity;
- v. monitor and supervise DWM's delivery of the Funded Activity; and
- vi. ensure the terms and conditions of the Letter of Agreement are met.

3.3. Both parties agree to communicate regularly with each other and provide timely information on matters relating to the implementation of the Pilot Project.



4. Child protection and other policies

4.1. The Parties acknowledges SPREP's Child Protection, Environmental and Social Safeguards, Fraud Prevention & Whistleblower Protection and Gender and Social Inclusion Policy as updated from time to time, and will use its best endeavors to act in accordance with those principles and to abide by other relevant international declarations, conventions and arrangements.

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. 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 unless, there are reasonable proof to show otherwise with mutual consent of the Parties.

7. Force Majeure

7.1 The Parties shall not be liable for penalties or termination for default if and to the extent that its delay in performance or failure to perform its obligations under this LOA is the result of an event of Force Majeure.

7.2 A Party so prevented or delayed shall inform the other in writing of that prevention or delay immediately or as soon as reasonably possible after the circumstances causing such prevention or delay has arisen.

7.3 For the purposes of this Clause, "**Force Majeure**" shall mean any circumstances beyond the reasonable control of the Party concerned and shall include but not be limited to war, revolution, riots, earthquakes, floods, fires or other natural disasters or pandemics.



8. Termination

- 8.1. Each Party may terminate this Agreement at any time by giving the other ten days' notice in writing of its intention to do so.
- 8.2. 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.
- 8.3. Any unused portion of the unexpended funds shall be refunded to SPREP; no Activity Funds shall be disbursed after termination.
- 8.4. 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.

9. Dispute Settlement

- 9.1. The Parties shall cooperate to carry out their obligations in good faith and shall endeavor to resolve any disagreement in an amicable manner, including through use of mediation and conciliation processes.

10. Variation of Agreement

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

11. Correspondence

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

<p>For SPREP:</p> <p>Julie Pillet Senior Project Officer, SWAP2 Email: juliep@sprep.org Telephone: +685 29129 SPREP, Avele Vailima, Apia, Samoa</p>	<p>For DWM</p> <p>Epu Falega Director Department of Waste Management Email: efalega@gov.tv Telephone: +688 2016 Government Building, Funafuti, Vaiaku, Tuvalu</p>
--	---



11.2. 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 10.1 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:

E154D79DF91044E...

Sefanaia Nawadra

Director General SPREP
Secretariat of the Pacific Regional
Environment Programme (SPREP)

Date: 27-Nov-2025 | 17:52 WST



Ms Pepetua Latasi

Permanent Secretary
Ministry of Home Affairs, Climate Change and
Environment
Government of Tuvalu

Date: 2 Dec 2025 07:16



SPREP
Secretariat of the Pacific Regional
Environment Programme

Attachment 1:

TUVALU MARINE LITTER PILOT PROJECT PROPOSAL