



SPREP
Secretariat of the Pacific Regional
Environment Programme

LETTER OF AGREEMENT

Between the

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

and the

**Ministry of Environment, Lands and Agricultural Development
(MELAD),
Government of Kiribati**

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

relating to

the implementation of the **Sustainable Waste Actions in the Pacific Project Phase 2 (SWAP2)**.

This LETTER OF AGREEMENT (LOA) sets out the agreement between the **Secretariat of the Pacific Regional Environment Programme (SPREP)** and the **Ministry of Environment, Lands and Agricultural Development (MELAD), Government of Kiribati** relating to the **Sustainable Waste Actions in the Pacific Project Phase 2 (SWAP2)**.

WHEREAS:



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3. Terms and Obligations of the Parties

3.1. SPREP shall undertake the Funded Activities as described in **Attachment 1** to ensure all necessary actions are taken to fulfill the requirements of the terms and conditions of this LOA for direct implementation of the Funded Activities in an effective and timely manner.

This includes:

- i. facilitating and coordinating activities to ensure timely implementation within budget;
- ii. providing overall supervision and oversight of the overall designated Funded Activities;
- iii. ensuring that any personnel or subcontractors, including NGOs, Associations, etc assigned by SPREP to the Funded Activities and/or under contract with SPREP, shall work under the supervision of the SWAP2 Project Management Unit;
- iv. reviewing and clearing any project deliverables e.g. reports, communication and awareness materials, etc, prepared by Consultants and MELAD before publication;
- v. managing all financial aspects of the Funded Activities to ensure adequate financial tracking and reporting as required by the Financing Agreement;
- vi. ensuring the Funded Activity is managed in line with the approved budget;
- vii. monitoring and supervising the implementation of the Funded Activities;
- viii. notifying and obtaining approval from the Agence française de Développement or its fiduciary agent about any expected variations on the Funded Activity; and
- ix. ensuring the terms and conditions of this LOA are met.

3.2. MELAD shall:

- i. act as the focal point of the project and provide supporting oversight of the implementation of the Funded Activities;
- ii. facilitate the clearance of any project deliverable needing mandatory approval by relevant national authorities;
- iii. participate in the procurement process as needed;
- iv. provide logistical support for the organisation of in-country activities if required, including workshops, training, etc;
- v. actively participate in the Project Steering Committee (PSC) meetings, providing strategic input and endorsing mid-year and annual progress reports, as well as technical advisory meetings and other project-related meetings, as part of their commitment to the successful implementation of the SWAP2 Project;
- vi. collaborate on, participate in and support special events at national, regional or international level relating to the SWAP2 Project; and
- vii. provide data and information on existing and upcoming project-related activities in the country to enable monitoring of the indicators throughout the SWAP2 Project implementation.

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

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



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7. Liability

7.1. Personnel of MELAD and subcontractors shall remain accountable to MELAD 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 MELAD 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 MELAD, 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.

8. Force Majeure

- 8.1 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.
- 8.2 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.
- 8.3 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.

9. Termination

- 9.1. Each Party may terminate this Agreement at any time by giving the other ten days' notice in writing of its intention to do so.
- 9.2. 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; and
 - ii. payments will be made for work satisfactorily completed up to the time of termination, up to the stated maximum.
- 9.3. Any unused portion of the unexpended funds shall be refunded to SPREP and no Activity Funds shall be disbursed after termination.
- 9.4. Termination or expiry of this Agreement will not prejudice any rights or obligations of the Parties which exist, whether under this LOA, at law or otherwise, prior to termination or expiry.



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IN WITNESS WHEREOF the parties here , 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 Parties.

DocuSigned by:

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Easter Chu Shing

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

Date: 12-Dec-2025 | 10:07 WST

for Nenenteiti Teariki Ruatu

Director
Environment Conservation Division
For Secretary MELAD
Government of Kiribati

Date: 29 Jan 2026



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a view to recycling, etc.) and workshops for recycling and metal recovery. In addition, funding may be made available to support local micro-initiatives on circular economy.

- ✓ **Regional Collaboration and Knowledge Sharing:** The project dedicates a significant part of activities to ensure coordination with other waste programmes in the Pacific, fostering synergies and joint activities. It will facilitate the sharing of knowledge, resources, and best practices among Pacific Island Countries and French Territories.

2. SWAP2 In-country Activities and Budget Allocation

Following the consultation phase, it was approved that Kiribati will receive technical and financial support for the development and implementation of the activities as outlined in the table below.

The total amount allocated to Kiribati for the delivery of national activities is Euros two hundred and ninety-two thousand (EUR 292,000.00), approximately United States Dollars three hundred and five thousand (approx. USD 305,000.00).

Project Component	Project Activity	Allocated budget
Marine Litter Management	Training on waste surveys	EUR 11,500
	Clean-ups and data collection	EUR 63,000
	Community awareness and public policies impact	EUR 5,500
Used Oil Management	Training to national stakeholders	EUR 17,000
	Used Oil Management Pilot Project	EUR 107,000
Solid Waste Management	Scoping and assessment of sites for potential landfills in the outer islands	EUR 50,000
	Trainings	EUR 10,000
	Circular Economy Activities	EUR 28,000

It should be noted that if a budget line is not fully used for its designated activity, the remaining funds may be reallocated to another national activity, within the overall budget limit allocated to Kiribati.