



AP_ 6/19

LETTER OF AGREEMENT

between the

Secretariat of the Pacific Regional Environment Programme (SPREP)

and the

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

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

relating to

**Implementation of Pacific Ocean Litter Project (POLP) National Activities
in Kiribati.**

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 Agriculture Development (MELAD) of Kiribati** relating to the Implementation of Pacific Ocean Litter Project (POLP) National Activities in Kiribati.

WHEREAS:

- a) SPREP would like to enter into a Letter of Agreement with MELAD to facilitate and govern the use of the funds provided by SPREP for expenses related to the facilitating of the Pacific Ocean Litter Project (POLP) National Activities in Kiribati.



- b) SPREP will work collaboratively with MELAD to deliver the agreed event activities in accordance with the *Activity and Budget Table*.
- c) SPREP and the MELAD ('The Parties') enter into this Agreement that sets out the terms and conditions upon which they will cooperate and work to support delivery of the event activities, as set out in the *Activity and Budget Table*.

The Parties agree as follows:

1. Duration

- 1.1 This Letter of Agreement (LOA) will come into effect upon the signature of the Parties and will remain in effect until 30 April 2027 when all reporting of the activities is to be completed, and a final report is approved by SPREP.
- 1.2 The funded activities shall be completed no later than 31 March 2027

2. Allocated Funds and Disbursements

- 2.1 The total amount to be facilitated for delivery activities under this Letter of Agreement is **USD 230,000.00** as outlined in the Activity Budget Table.
- 2.2 The amount of **USD 165,000.00** granted hereunder to MELAD are made available for related expenditures for the activities listed in the Activity & Budget table stipulated in 2.4 for the period from the date of effectiveness of this Letter of Agreement until the Activity end date.
- 2.3 The amount of **USD 65,000.00** will be facilitated by SPREP in accordance with the activities listed in the Activity & Budget table stipulated in 2.4.
- 2.4 The following is the approved Activity & Budget Allocation stipulates the distribution of payments to MELAD and by SPREP:



Kiribati Activity Budget				
Expression of Interest Activities	Description	SPREP	MELAD	Total
1. Measures, policies or practical strategies to reduce single-use plastics	1. Single use Plastic Source Inventory	\$ 10,000.00		\$ 10,000.00
	2. Developing a roadmap to phase out Single Use plastics.	\$ 35,000.00		\$ 35,000.00
	3. Technical Working Group Meetings (4)		\$ 20,000.00	\$ 20,000.00
	4. Expanding scope of the Single Use Plastic Legislation		\$ 30,000.00	\$ 30,000.00
	5. Enforcement (capacity building, training coordination ministries and agencies to reduce SUPs eakage/smuggling into country (including Customs and Police)	\$ 20,000.00		\$ 20,000.00
2. Local and visiting consumers (women, men, girls, boys) are using less single use plastics and	6. Comms and Outreach Billboard - Airport, Betio, Bairiki, Bikenibeu		\$ 30,000.00	\$ 30,000.00
	7. Media Outreach and Communications generally (media, videos,		\$ 20,000.00	\$ 20,000.00
3. Target sectors, companies and businesses adopted plastic reduction measures	8. Consultation with Business community and private sector to reduce SUPs		\$ 22,804.62	\$ 22,804.62
5. Governance (MELAD)	Internship programme - engagement of 2 interns to support the implementation of the		\$ 38,195.38	\$ 38,195.38
	Equipment for Interns support (2 Laptops USD 2000 each)		\$ 4,000.00	\$ 4,000.00
TOTAL		\$ 65,000.00	\$ 165,000.00	\$ 230,000.00

2.5 The following consolidated schedule of payments stipulates the distribution of payments to MELAD:

Payment Schedule			
No	Activities	Period	Total USD
1	Conduct Inception Meeting between SPREP and MELAD (25%)	1 week from signing of LOA	\$ 41,250.00
2	Submission of Approved National Activity Plan - Kiribati (30%)	2 weeks from Activity 1	\$ 49,500.00
3	Submission of Progress & Expenditure Report H1, 2026 (20%)	31-Jul-26	\$ 33,000.00
4	Submission of Progress & Expenditure Report H2, 2026 (15%)	31-Jan-27	\$ 24,750.00
5	Submission of Approval Final Activity and Consolidated Expenditure, including Progress & Expenditure Report for Q1, 2027 (10%)	31-Mar-27	\$ 16,500.00
	TOTAL		\$ 165,000.00



2.6 All payments should be facilitated by SPREP according to the relevant Procurement Policy and Procedures at SPREP.

2.7 Regarding procurement and financial management:

2.7.1 MELAD shall perform the Activities and utilise any supplies and equipment provided by the Activity Funds, in compliance with the Activity and Budget table as well as other relevant requirements by SPREP and POLP.

2.7.2 If SPREP determines that any portion of the Activity Funds has been used for purposes other than the activities under the Activity and Budget table without the prior consent of the Project Manager, such portion shall be refunded to SPREP by MELAD.

2.7.3 MELAD must provide supporting documentation for any expenditure associated with purchases for the Funded Activities, including by providing relevant supporting documentation and other records to support reporting compliance with the Agreement.

2.7.4 MELAD must take steps to ensure compliance with SPREP Policies as noted below in Clause 5; and

2.7.5 MELAD must 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 the Kiribati) on Prohibited Practices.

3. Terms and Obligations of the Parties

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

- i. providing overall supervision and oversight of the designated Funded Activities.
- ii. ensuring that any personnel or subcontractors, including NGOs, Associations, etc assigned by MELAD to the Funded Activities and/or under contract with MELAD, shall work under the supervision of MELAD designated official.
- iii. managing all financial aspects of the Funded Activity to ensure adequate financial tracking and reporting as required by the Letter of Agreement.
- iv. ensuring the Funded Activity is managed in line with the approved budget; and
- v. monitoring the implementation of the Funded Activity.

3.2 SPREP shall:

- i. provide funding for carrying out the event activities stated in the Activity and Budget table.



- ii. provide technical support and advice as needed.
- iii. review and clear any project deliverables e.g., reports.
- iv. monitor and supervise MELAD's delivery of the Funded Activity;
- v. ensure the terms and conditions of the Letter of Agreement are met.
- vi. Ensure that actual outcomes of the activity in relation to project deliverables are satisfied as follows:
 - a. Building public awareness of the single use plastic issue in Kiribati.
 - b. Building the profile of SPREP and POLP.
 - c. Strengthening engagement and ties with Kiribati.
 - d. Provide impetus for Cabinet to legislate on targeting unnecessary single use plastics.

3.3 Both Parties agree to communicate regularly with each other and provide timely information on matters relating to the event activities.

4 Transfer of assets

- 4.1 Upon the successful completion of the Project and approval from UNEP, SPREP agrees to transfer to MELAD all rights, titles, and interests in and to the equipment, resources, and any other physical or digital assets procured or developed during the term of the Project for the purposes of achieving the Project objectives, as outlined in Attachment 1.
- 4.2 The handover process shall include, but not be limited to, the following steps:
 - i. Preparation of a comprehensive list of all equipment, resources, and assets to be handed over, including descriptions, conditions, and any necessary instructions for use or maintenance.
 - ii. Scheduling of a handover date, to be agreed upon by both SPREP and MELAD, which shall not exceed 30 days post Project completion.
 - iii. Execution of any necessary legal and administrative documents to effectuate the transfer of ownership to MELAD.
- 4.3 Provision of training or briefing sessions by SPREP to MELAD representatives, as necessary, to ensure proper usage and maintenance of the handed-over assets.
- 4.4 SPREP shall ensure that all equipment, resources, and assets to be handed over are in good working condition and free from any liens or encumbrances that may affect MELAD's full utilization of said assets.
- 4.5 MELAD agrees to accept the transferred assets and to utilize them in a manner consistent with the objectives of the completed Project and for the furtherance of its mission and goals within the scope of its operations.
- 4.6 Any disputes arising from the handover process shall be resolved in accordance with the dispute resolution procedures outlined in this LOA.



5. SPREP Policies

- 5.1 The Parties acknowledge SPREP's Child Protection Policy 2016; Environmental and Social Safeguards; Fraud Prevention & Whistleblower Protection and Gender and Social Inclusion Policy including the SPREP Values and Code of Conduct <https://library.sprep.org/sites/default/files/sprep-organisational-values-code-of-conduct.pdf> as updated from time to time and will use its best endeavours to act in accordance with those principles and to abide by other relevant international declarations, conventions and arrangements.

6. Disclaimer

- 6.1 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.

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.
- 7.2 SPREP will not be liable 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.

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.
- 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; 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 Letter of Agreement, at law or otherwise, prior to termination or expiry.

10. Dispute Settlement

10.1 The Parties shall cooperate to carry out their obligations in good faith and shall endeavour to resolve any disagreement in an amicable manner, including through use of mediation and conciliation processes, prior seeking arbitration.

11. Variation of Agreement

11.1 SPREP and MELAD may request each other to make variations of this Agreement.

11.2 Requests for variations shall not be unreasonably withheld.

11.3 This Agreement may be varied by written agreement of the Parties.

12. Correspondence



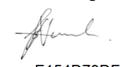
12.1 All further correspondence regarding the implementation of this Agreement should be addressed to:

<p>For SPREP: Andrea Volentras Project Manager, POLP Email: andrea@sprep.org Telephone: +685 29129 SPREP, Avele Vailima, Apia, Samoa</p>	<p>For the MELAD Nenenteiti Teariki Ruatu Director, Environment Conservation Division, MELAD Email: decad@melad.gov.ki Telephone: +686 63030038 MELAD, Bikenibeu, Tarawa, P.O.Box 234</p>
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12.2 Any notice given by SPREP, or MELAD 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.

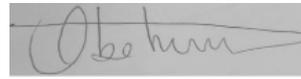
DocuSigned by:

E154D79DE91044E

Signature
Sefanaia Nawadra

Director General

Secretariat of the Pacific Regional
Environment Programme (SPREP)

Date: 07-Nov-2025 | 13:14 WST

A grey rectangular box containing a handwritten signature in black ink, which appears to read "Nenenteiti Ruatu".

Signature
Nenenteiti Teariki Ruatu

Director

Environment and Conservation Division,
MELAD

Date: 14.11.2025