



AP_ 6/19

LETTER OF AGREEMENT

between the

Secretariat of the Pacific Regional Environment Programme (SPREP)

and the

Scientific Research Organisation of Samoa (SROS)

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

relating to

Provision of funding support under the Pacific Ocean Litter Project (POLP) Project to undertake Activity 2: Utilising Organic Waste to Produce Bio-based polymers.



This LETTER OF AGREEMENT (LOA) sets out the Agreement between the **Secretariat of the Pacific Regional Environment Programme (SPREP)** and the **Scientific Research Organisation of Samoa (SROS)** relating to the provision of funding under the Pacific Ocean Litter Project (POLP) to undertake Activity 2: Utilising Organic Waste to Produce Bio-based polymers.

WHEREAS:

- a) The Commonwealth of Australia as represented by the *Department of Climate Change, Energy, the Environment and Water (DCCEEW)* has an agreement with the SPREP to implement the POLP.
- b) The DCCEEW, which has principal oversight for the financial and technical management of the POLP that SPREP is implementing, has approved a direct investment arrangement whereby POLP funds will be transferred from SPREP to SROS in support of the above activities.
- c) SROS would like to enter into a Letter of Agreement with SROS to facilitate and govern the use of the funds provided by SPREP to SROS, as part of the POLP project, to undertake Activity 2: Utilising Organic Waste to Produce Bio-based polymers.
- d) SPREP will work collaboratively with SROS to deliver the agreed project activities in accordance with the *Activity and Budget Table*.
- c) SPREP and the SROS ('The Parties') enter into this Agreement that sets out the terms and conditions upon which they will cooperate and work to support delivery of the event activities, as set out in the *Activity and Budget Table*.

The Parties agree as follows:

1. Duration

- 1.1 This Letter of Agreement (LOA) will come into effect upon the signature of the Parties and will remain in effect until the 28 February 2026 when all reporting of the activities is to be completed, and a final report is approved by SPREP.

2. Allocated Funds and Disbursements

- 2.1 The total amount to be disbursed to SROS for delivery of the Project under this Letter of Agreement is, **Forty-five thousand dollars (USD 45,000)**.
- 2.2 The amount of **USD 45,000** granted hereunder to SROS, are made available for expenditures for the activities listed in the Activity & Budget table stipulated in 2.3 for the period from the date of effectiveness of this Letter of Agreement until the Activity end date.



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2.3 The following is the Approved Activity & Budget allocation according to support provided to SROS:

| Activity & Budget Table | | | |
|-------------------------|---|----------|------------------|
| | Activity | Duration | Total USD |
| 1 | Scoping Study – Knowledge Sharing Workshops | 12 weeks | 20,000.00 |
| 2 | Preliminary assessment report of organic waste available (agricultural and other potential feedstock) | 6 weeks | - |
| 3 | Obtain training in bio-polymer synthesis for 3 SROS staff at SCION, NZ | 12 weeks | 20,000.00 |
| 4 | Training Report & Final Project Report prepared and submitted/presented with outcomes and way forward | 4 weeks | 5,000 |
| | TOTAL | | 45,000.00 |

2.4 The above Activity & Budget allocation shall be disbursed according to the following payment schedule:

| Payment Schedule | | | |
|------------------|--|------------------------------|------------------|
| | Activity | Date | Total TOP |
| 1 | Approval of Workplan Activities (20%) | Effective Date | 9,000.00 |
| 2 | Submission of Workshops/ Consultations plan (20%) | 2 weeks from effective date | 9,000.00 |
| 3 | Submission of Preliminary assessment report of organic waste available & Outcome Report of the Workshops and consultations. (25%) | 16 weeks from effective date | 11,250.00 |
| 4 | Submission of Training Plan as per Activity 3 (25%) | 18 weeks from effective date | 11,250.00 |
| 5 | Submission of Training Report & Final Project Report prepared and submitted/presented with outcomes and way forward (10%). Inclusive of a full expenditure report. | 34 weeks from effective date | 4,500.00 |
| | TOTAL | | 45,000.00 |

2.5 Regarding procurement and financial management:

- 2.5.1 SROS shall utilise the Activity Funds, and any supplies and equipment provided by the Activity Funds, in compliance with the Activity and Budget table.
- 2.5.2 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, such portion shall be refunded to SPREP by SROS.
- 2.5.3 SROS 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.



- 2.5.4 SROS must take steps to ensure compliance with the *Anti-Fraud and Anti-Corruption Framework of SPREP*; and
- 2.5.5 SROS 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 Samoa) on Prohibited Practices.

3. Terms and Obligations of the Parties

- 3.1 SROS shall undertake the Funded Activities as described in the Activity and Budget table to ensure all necessary actions are taken to fulfill the requirements of the terms and conditions of this Letter of Agreement for direct implementation of the Funded Activity in an effective and timely manner. This includes:
 - i. providing overall supervision and oversight of the overall designated Funded Activities.
 - ii. ensuring that any personnel or subcontractors, including NGOs, Associations, etc assigned by SROS to the Funded Activities and/or under contract with SROS, shall work under the supervision of a SROS 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 of **USD 45,000.00** to SROS for carrying out the event activities stated in the Activity and Budget table.
 - ii. Disburse funds according to Payment Schedule in 2.4.
 - iii. provide technical support and advice as needed.
 - iv. review and clear any project deliverables e.g., reports.
 - v. monitor and supervise SROS delivery of the Funded Activity; and
 - vi. ensure the terms and conditions of the Letter of Agreement are met.
 - vii. Ensure that actual outcomes of the activity in relation to project deliverables are satisfied as follows:
 - Supporting and building Pacific Island country capacity to conduct innovative scientific research in producing plastics alternatives.
 - Strengthening POLP engagement with Samoan government and businesses, and community.



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4. Disclaimer

- 4.1 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 raising 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.

5. Liability

- 5.1 Personnel of SROS and subcontractors shall remain accountable to SROS 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.
- 5.2 SPREP will not be liable for claims arising out of acts or omission of SROS 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 SROS, and its personnel as a result of their work pertaining to the Funded Activities.

6. Termination

- 6.1 Each Party may terminate this Agreement at any time by giving the other ten days' notice in writing of its intention to do so.
- 6.2 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.
- 6.2 Any unused portion of the unexpended funds shall be refunded to SPREP; no Activity Funds shall be disbursed after termination.
- 6.3 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.



7. Dispute Settlement

7.1 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.

8. Variation of Agreement

8.1 SPREP and SROS may request each other to make variations of this Agreement.

8.2 Requests for variations shall not be unreasonably withheld.

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

9. Correspondence

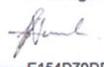
9.1 All further correspondence regarding the implementation of this Agreement should be addressed to:

| For SPREP: | For the SROS |
|--|---|
| Andrea Volentras Project Manager, POLP Email: andreav@sprep.org Telephone: +685 29129 SPREP, Avele Vailima, Apia, Samoa | Annie Tuisuga Manager – Environment & Renewable Energy, SROS Email: annie.tuisuga@srosmanagement.org.ws Phone: +685 20665 SROS, Nafanua, Apia, Samoa |

9.2 Any notice given by SPREP, or SROS shall be sufficient only if in writing and delivered in person, mailed or delivered electronically to the respective addresses noted in paragraph 9.1 above.



IN WITNESS WHEREOF the parties hereto, acting through their representatives thereunto duly authorized, have caused this Letter of Agreement to be signed in their respective names as of the day and year first above written and to be delivered at the principal office of the Fund.

DocuSigned by:

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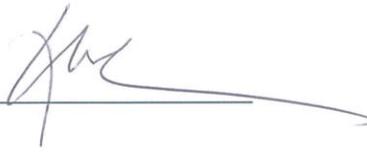
Signature

Sefanaia Nawadra

Director General

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

Date: 2 May 2025



Signature

Fiso Pousui Dr. Fiame Leo

Chief Executive Officer

**Scientific Research Organisation of Samoa
(SROS)**

Date: 6 May 2025

Annex 1: Activity Workplan

| Project: Assessing the Potential of Utilizing Organic Waste to Produce Bio-based Polymers | | | | | | | | | |
|---|----------------------|----------------------|------------------|----------------------|--|--|------|--|--|
| Assume project commencement in April 2025 | 2025 | | | | | | 2026 | | |
| | Q2 (Apr - May - Jun) | Q3 (Jul - Aug - Sep) | Q4 (Oct-Nov-Dec) | Q1 (Jan - Feb - Mar) | | | | | |
| Deliverables | | | | | | | | | |
| Undertake workshops with national stakeholders for knowledge sharing on bio-based polymers potential | | | | | | | | | |
| Preliminary assessment report of organic waste available (agricultural and other potential feedstock) | | | | | | | | | |
| Three SROS staff trained in bio-polymer synthesis by Scion | | | | | | | | | |
| Training Report & Final Project Report prepared and submitted/presented with outcomes and way forward | | | | | | | | | |