



AP\_ 6/19

## LETTER OF AGREEMENT

between the

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

and the

**Ministry of Natural Resources and Environment (MNRE)**

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

Relating to the

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

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This LETTER OF AGREEMENT (LOA) sets out the Agreement between the **Secretariat of the Pacific Regional Environment Programme (SPREP)** and the **Ministry of Natural Resources and Environment (MNRE)** relating to the Implementation of Pacific Ocean Litter Project National Activities in the Samoa”.

WHEREAS:

- a) SPREP would like to enter into a Letter of Agreement with MNRE to facilitate and govern the use of the funds provided by SPREP for expenses related to the facilitating of the the Implementation of Pacific Ocean Litter Project National Activities in the Samoa”.
- b) SPREP will work collaboratively with MNRE to deliver the agreed activities in accordance with the *Activity and Budget Table*.



- c) SPREP and the MNRE ('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 **31 March 2027** when all reporting of the activities are 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 the delivery of activities under this Letter of Agreement is **USD 287,000** as outlined in the *Activity Budget Table*.
- 2.2 The amount of **USD 287,000** granted will be made available for related 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.
- 2.3 The following is the approved activity & budget allocation according to support provided to MNRE through direct payments:

Activity & Budget Table			
No	Activities	Period	Total USD
1	Review and Update of the Plastic Ban Regulation.	Q2 – Q5, 2025	45,000
2	Develop/inclusion of village by-laws on single use plastic minimization	Q1 – Q2, 2026	25,000
3	Support the Implementation of the Import (Waste) Levy on Plastic	Q1 – Q2, 2026	27,000
4	Create effective awareness materials and media platforms to disseminate relevant information on plastic litter pollution (example banners, branding of vehicles, digital platforms and social marketing)	Q2, 2025 – Q1, 2027	20,000
5	Establish a National Plastic Challenge to promote plastic litter issues at the National Level.	Q2, 2025 – Q1, 2027	20,000



6	Media Engagement and Social Media Campaigns	Q2, 2025 – Q1, 2027	20,000
7	Dialogues with Government and Private Sector on EPR and solutions to reduce SUP use.	Q1 – Q3, 2026	10,000
8	Adoption of certification programmes and national/regional standards by Target Sectors including the Samoan Tourism Authority	Q2 – Q4, 2025	20,000
9	Develop a Financial Incentive or Subsidy Program for Businesses Adopting Plastic Reduction Measures.	Q2, 2025 – Q2 2026	60,000
10	Support for Traditional and Artisanal Product Development	Q2 – Q4, 2026	40,000
	<b>TOTAL</b>		<b>USD 287,000</b>

2.4 The above budget allocation shall be processed and directly paid to vendors and shall be facilitated by SPREP according to relevant procurement process at SPREP.

2.5 Regarding procurement and financial management:

- 2.5.1 MNRE 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.
- 2.5.2 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* without the prior consent of the Project Manager, such portion shall be refunded to SPREP by MNRE.
- 2.5.3 MNRE 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 MNRE must take steps to ensure compliance with SPREP Policies as noted below in Clause 4; and
- 2.5.5 MNRE must contractually oblige all Personnel to ensure that the 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 MNRE 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 all the relevant documents pertaining to SPREP Procurement process to facilitate the project activities.
  - 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 MNRE to the funded activities and/or under contract with MNRE, shall work under the supervision of a MNRE designated official.
  - iv. managing all financial aspects of the funded activity to ensure adequate financial tracking and reporting as required by the Letter of Agreement.
  - v. ensuring the funded activity is managed in line with the approved budget; and
  - vi. monitoring the implementation of the funded activity.
  - vii. Provide progress and financial reports according to the deliverables and reporting requirements as shown below:

Deliverables & Reporting		
No	Activities	Period
1	Conduct Inception Meeting between SPREP and MNRE	1 week from signing of LOA
2	Submission of Approved National Activity Plan - Samoa	2 weeks from signing of LOA
4	Submission of Progress Report H1, 2025	31-Jul-25
5	Submission of Progress Report H2, 2025	31-Jan-26
6	Submission of Progress Report H1, 2026	31-Jul-26
7	Submission of Progress Report H2, 2026	31-Jan-27
8	Submission of Approved Final Report of Activity, including Progress Report for Q1, 2027.	31-Mar-27

- 3.2 SPREP shall:
- i. facilitate all procurement for the activities according to SPREP procurement manual and processes.



- ii. provide funding for carrying out the event activities stated in the *Activity and Budget Table*.
  - iii. provide technical support and advice as needed.
  - iv. review and clear any project deliverables e.g., reports.
  - v. monitor and supervise MNRE's 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:
    - a. Building public awareness of the single use plastic issue in Samoa.
    - b. Building the profile of SPREP and POLP.
    - c. Strengthening engagement and ties with Samoa.
    - 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. 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 <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 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 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.

#### 6. Liability

- 6.1 Personnel of MNRE and subcontractors shall remain accountable to MNRE 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.
- 6.2 SPREP does not accept any liability for claims arising out of acts or omission of MNRE 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 MNRE, and its personnel as a result of their work pertaining to the funded activities.

#### **7. Termination**

- 7.1 Each Party may terminate this Agreement at any time by giving the other ten days' notice in writing of its intention to do so.
- 7.2 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.
- 7.3 Any unused portion of the unexpended funds shall be refunded to SPREP; no activity funds shall be disbursed after termination.
- 7.4 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.

#### **8. Dispute Settlement**

- 8.1 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.

#### **9. Variation of Agreement**

- 9.1 SPREP and MNRE may request each other to make variations of this Agreement.
- 9.2 Requests for variations shall not be unreasonably withheld.
- 9.3 This Agreement may be varied by written agreement of the Parties.

#### **10. Correspondence**

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



<p>For SPREP:</p> <p><b>Andrea Volentras</b> Project Manager, POLP Email: <a href="mailto:andreav@sprep.org">andreav@sprep.org</a> Telephone: +685 29129 SPREP, Avele Vailima, Apia, Samoa</p>	<p>For the MNRE</p> <p>Fuimaono Katenia Rasch Assistant Chief Executive Officer, MNRE Email: <a href="mailto:katenia.rasch@mnre.gov.ws">katenia.rasch@mnre.gov.ws</a> Telephone: +685 67200 TATTE Building Level 3, Apia, Samoa</p>
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- 10.2 Any notice given by SPREP, or MNRE 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 there unto 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:** 03-May-2025 | 07:16 WST

A handwritten signature in blue ink, appearing to read "Lealaisalanoa Frances Brown - Reupena".

Signature

Lealaisalanoa Frances Brown -  
Reupena

**Chief Executive Officer**

**Ministry Natural Resources &  
Environment (MNRE)**

**Date:** 16/05/2025

# Annex 1: Workplan & Budget

SAMOA - POLP NATIONAL ACTIVITIES		PACIFIC OCEAN LITTER PROJECT		Australian Aid		SPREP								
POLP Outcome Area	Priority Activity Suggestions	Remaining Allocation (USD)	Estimated Budget Allocation	2025				2026		2027				
				1	2	3	4	1	2	3	4	1	2	
1. Measures, policies or practical strategies to reduce single-use plastics	1.1(b) Review and Update of the Plastic Ban Regulation.		45,000											
	1.2 Develop/inclusion of village by-laws on single use plastic minimization	97,000	25,000											
	1.4 Support the implementation of the Import (Waste) Levy on Plastic		27,000											
	2.1 Create effective awareness materials and media platforms to disseminate relevant information on plastic litter pollution (example banners, branding of vehicles, digital platforms and social marketing)	60,000	20,000											
2. Local and visiting consumers (women, men, girls, boys) are using less single use plastics and more alternate plastics	2.2 Establish a National Plastic Challenge to promote plastic litter issues at the National Level.		20,000											
	2.5 Media Engagement and Social Media Campaigns		20,000											
3. Target sectors, companies and businesses adopted plastic reduction measures	3.1 Dialogues with Government and Private Sector on EPR and solutions to reduce SUP use.		10,000											
	3.2 Adoption of certification programmes and national/regional standards by Target Sectors including the Samoan Tourism Authority	90,000	20,000											
	3.4 Develop a Financial Incentive or Subsidy Program for Businesses Adopting Plastic Reduction Measures.		60,000											
4. Alternative products and practices are identified for adoption.	4.2 Support for Traditional and Artisanal Product Development	40,000	40,000											
	<b>TOTAL</b>	<b>287,000</b>	<b>287,000</b>											

2025 07:16 WST