



SPREP
Secretariat of the Pacific Regional
Environment Programme

AP_6/19

LETTER OF AGREEMENT

between the

Secretariat of the Pacific Regional Environment Programme (SPREP)

and the

**Ministry of Environment, Climate Change, Disaster Management &
Meteorology (MECDM)**

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

Relating to the

**Implementation of Pacific Ocean Litter Project (POLP) National Activities
in the Solomon Islands**

This LETTER OF AGREEMENT (LOA) sets out the Agreement between the **Secretariat of the Pacific Regional Environment Programme (SPREP)** and the **Ministry of Environment, Climate Change, Disaster Management & Meteorology (MECDM)** relating to the Implementation of Pacific Ocean Litter Project National Activities in the Solomon Islands”.

WHEREAS:

- a) SPREP would like to enter into a Letter of Agreement with MECDM 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 Solomon Islands”.
- b) SPREP will work collaboratively with MECDM to deliver the agreed activities in accordance with the *Activity and Budget Table*.



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Environment Programme

- c) SPREP and the MECDM ('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 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 the delivery of activities under this Letter of Agreement is **USD 190,000** as outlined in the *Activity Budget Table*.
- 2.2 The amount of **USD 190,000** 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 MECDM through direct payments to vendors:

Activity & Budget Table		
	Priority Activity	Budget (USD)
1	Joint Enforcement Agencies task force meetings (<i>For every quarter/quarterly</i>)	\$ 25,000
2	Joint Enforcement and Compliance Monitoring (<i>Quarterly</i>). <i>The activities will be implemented within every 3 Months</i>	\$ 24,000
3	Review Workshop for the Environment (SUP ban) Regulation 2023 Amendment by Plastic Technical Working Committee, Joint Enforcement Agencies Taskforce, Stakeholders & AG Chambers	\$ 15,000
4	Prepare drafting Instructions for amendment of Regulation and submit Final drafting instruction for endorsement in collaboration with AG Chambers and Cabinet (3 meetings before finalizing processes)	\$ 1,000
5	Development of Enforcement and Compliance Workplan by Plastic Technical Working Committee, Taskforce & ECD	\$ 1,000
6	Coordinate and undertake Enforcement Trainings in Honiara and provincial centres. Support Gizo single Use Plastic Bylaw for the Gizo market.	\$ 40,000
7	Organise a national plastics dialogue	\$ 15,000



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Environment Programme

8	Coordinate and support the exiting plastic composite testing machine/equipment within the Forensics Unit/NCID-Royal Solomon Islands Police Force (RSIPF) to undertake the lab plastic testing processes. (This will includes, the use of testing PPE, apparatus and instrumentation, and training for environmental officers on the use of Raman Spectrometer and FTIR Spectrometer (once a year with a possibility of a refresher training) - TBC.	\$ 10,000
9	Coordinate and support the establishment of an Environment unit within the National Criminal Investigation Division to deal with plastic related offences through an MOU	\$ 13,000
10	Coordinate and facilitate MOUs with relevant enforcement agencies to strengthen collaboration and support in the implementation of the plastic ban	\$ 500
11	Coordinate with Customs Office to draft instructions for amendment of Customs Schedule to include provisions for import ban of banned SUP under Customs & Excise Act	\$ 1,500
12	Coordinate and undertake targeted import sampling and specific Small-sample surveys along the SUP materials flow to support the evaluation and monitoring of enforcement and Plastic ban in the country	\$ 20,000
13	Prepare a communication plan for awareness, education and advocacy of the Plastic Regulation including Enforcement	\$ 1,000
14	Undertake awareness, education, and outreach to target audiences and sectors on the plastic regulation including enforcement through various media of communication. Support targeted audiences such as Gizo women committees in promoting the current use of single use plastic alternatives/substitutes products.	\$ 23,000
TOTAL		\$ 190,000

2.4 The above budget allocation shall be processed and directly paid to MECDM according to the following Payment Schedule:

Payment Schedule			
No	Activities	Period	Total USD
1	Conduct Inception Meeting between SPREP and MECDM (20%)	1 week from signing of LOA	\$ 38,000
2	Submission of Approved National Activity Plan - Solomon Islands (20%)	2 weeks from Activity 1	\$ 38,000
3	Submission of Progress & Expenditure Report H1, 2025 (20%)	31-Jul-25	\$ 38,000
4	Submission of Progress & Expenditure Report H2, 2025	31-Jan-26	\$ -
5	Submission of Progress & Expenditure Report H1, 2026 (20%)	31-Jul-26	\$ 38,000
6	Submission of Progress & Expenditure Report H2, 2026 (15%)	31-Jan-27	\$ 28,500
7	Submission of Approved Final Activity & Consolidated Expenditure, including Progress & Expenditure Report for Q1, 2027 (5%).	31-Mar-27	\$ 9,500
TOTAL			\$ 190,000



2.5 All payments should be facilitated by SPREP according to relevant procurement process at SPREP.

2.6 Regarding procurement and financial management:

- 2.6.1 MECDM 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.
- 2.6.2 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 MECDM.
- 2.6.3 MECDM 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.
- 2.6.4 MECDM must take steps to ensure compliance with SPREP Policies as noted below in Clause 4; and
- 2.6.5 MECDM 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 MECDM 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 MECDM to the funded activities and/or under contract with MECDM, shall work under the supervision of a MECDM 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 MECDM's delivery of the funded activity; and
- 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 Solomon Islands.
 - b. Building the profile of SPREP and POLP.
 - c. Strengthening engagement and ties with Solomon Islands.
 - 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 MECDM and subcontractors shall remain accountable to MECDM 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 MECDM or its personnel, or of its contractors or their personnel, in performing the funded activities or



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Environment Programme

any claims for death, bodily injury, disability, damage to property or other hazards that may be suffered by MECDM, 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 MECDM 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:



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<p>For SPREP:</p> <p>Andrea Volentras Project Manager, POLP Email: andreav@sprep.org Telephone: +685 29129 SPREP, Avelo Vailima, Apia, Samoa</p>	<p>For the MECDM</p> <p>Debra Kereseke Deputy Director Environment Email: DKereseke@meed.gov.sb Telephone: +677 26036 MECDM, P.O.Box 21, Honiara, Solomon Islands</p> <p>Wendy Beti Chief Environment Officer Email: WBeti@meed.gov.sb Telephone: +677 26036 MECDM, P.O.Box 21, Honiara, Solomon Islands</p>
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- 10.2 Any notice given by SPREP, or MECDDM 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.



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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:

Anthony Talouli

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Signature

Mr Anthony Talouli

Officer in Charge (OIC)

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

Date: 09-Jul-2025 | 15:53 WST

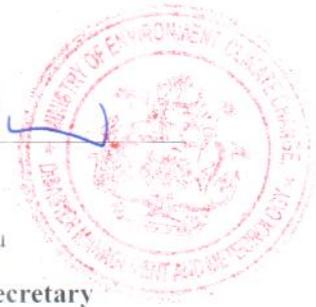
Susan Sulu

Signature

Ms Susan Sulu

Permanent Secretary

**Ministry of Environment, Climate
Change, Disaster Management &
Meteorology (MECDM),
SOLOMON ISLANDS**



Date:

SOLOMON ISLANDS		PACIFIC OCEAN LITTER PROJECT		2025			2026			2027				
Outcome Area	Priority Activity	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Procurement by			
1. Measures, policies or practical strategies to reduce single-use plastics	Joint Enforcement Agencies task force meetings (For every quarter/quarterly)										MECDM	\$	25,000.00	
	Joint Enforcement and Compliance Monitoring (Quarterly). The activities will be implemented within every 3 Months										MECDM	\$	24,000.00	
	Review Workshop for the Environment (SUP ban Regulation 2023 Amendment by Plastic Technical Working Committee, Joint Enforcement Agencies Taskforce, Stakeholders & AG Chambers)										MECDM	\$	15,000.00	
	Prepare drafting instructions for amendment of Regulation and submit Final drafting instruction for enforcement in collaboration with AG Chambers and Cabinet (3 meetings before finalizing processes)											MECDM	\$	1,000.00
	Development of Enforcement and Compliance Workplan by Plastic Technical Working Committee, Taskforce & ECD											MECDM	\$	1,000.00
	Coordinate and undertake Enforcement Trainings in Honiara and provincial centers. Support Gizo single Use Plastic Bylaw for the Gizo market.											MECDM	\$	40,000.00
	Organise a national plastics dialogue											MECDM	\$	15,000.00
	Coordinate and support the existing plastic composite testing machine/equipment within the Forensics Unit/NCID/Royal Solomon Islands Police Force (RSIPF) to undertake the lab plastic testing processes. (This will include the use of testing PPE, apparatus and instrumentation, and training for environmental officers on the use of Raman Spectrometer and FTIR Spectrometer (once a year with a possibility of a refresher training) TBC											MECDM	\$	10,000.00
	Coordinate and support the establishment of an Environment unit within the National Criminal Investigation Division to deal with plastic related offences through an MOU											MECDM	\$	13,000.00
	Coordinate and facilitate MOUs with relevant enforcement agencies to strengthen collaboration and support in the implementation of the plastic ban											MECDM	\$	500.00
2. Local and visiting consumers (women, men, girls, boys) are using less single use plastics and more alternate plastics	Coordinate with Customs Office to draft instructions for amendment of Customs Schedule to include provisions for import ban of banned SUP under Customs & Excise Act										MECDM	\$	1,500.00	
	Coordinate and undertake targeted import sampling and specific Small-sample surveys along the SUP materials flow to support the evaluation and monitoring of enforcement and Plastic ban in the country										SFPEYMECDM	\$	20,000.00	
	Prepare a communication plan for awareness, education and advocacy of the Plastic Regulation including Enforcement										SFPEYMECDM	\$	1,000.00	
	Undertake awareness, education, and outreach to target audiences and sectors on the plastic regulation including enforcement through various media of communication. Support targeted audiences such as Gizo women committees in promoting the current use of single use plastic alternatives/substitutes products.											MECDM	\$	23,000.00
TOTAL											\$	190,000.00 (USD)		