



Empowered lives. Resilient nations.

27th June 2016

Reference: RESPAC/RMI/2016/005

Dear Mr. Latu,

Subject: Letter of Agreement (LOA) for Pacific Islands Climate Outlook Forum (PICOF)

1. Reference is made to the consultations between officials of the United Nations Development Programme Pacific Office (hereinafter referred to as "UNDP Pacific") in Suva, Fiji and officials of the Secretariat of the Pacific Regional Environment Programme (herein after referred to as "SPREP") with respect to the realization of activities by SPREP in the implementation of the project 00098523 – Disaster Resilience in Pacific Small Island States (hereinafter referred to as "RESPAC") as specified in Attachment 1: Project Document, to which UNDP has been selected as implementing partner.
2. In accordance with the Project Document and with the following terms and conditions, we confirm our acceptance of the activities to be provided by SPREP towards the RESPAC project, as specified in Attachment 2: Description of Activities (hereinafter referred to as "Activities"). Close consultations will be held between SPREP and UNDP on all aspects of the Activities.
3. SPREP shall be fully responsible for carrying out, with due diligence and efficiency, all Activities in accordance with its Financial regulations, rules and other directives, only to the extent they are consistent with UNDP's Financial Regulations and Rules. In all other cases, UNDP's Financial Regulations and Rules must be followed.
4. In carrying out the activities under this Letter, the personnel and sub-contractors of the SPREP shall not be considered in any respect as being the employees or agents of UNDP. UNDP does not accept any liability for claims arising out of acts or omission of SPREP or its personnel, or of its contractors or their personnel, in performing the Activities or any claims for death, bodily injury, disability, damage to property or other hazards that may be suffered by SPREP, and its personnel as a result of their work pertaining to the Activities.
5. Any subcontractors, including NGOs under contract with SPREP, shall work under the supervision of the designated official of SPREP. These subcontractors shall remain accountable to SPREP for the manner in which assigned functions are discharged.
6. Upon signature of this Letter, UNDP will make payments to SPREP, according to the schedule of payments specified in Attachment 3: Schedule of Activities, Facilities and Payments. The payments shall be made to the following account at SPREP:

Mr. Kosi Latu
Director General
SPREP – Apia
Samoa



Empowered lives. Resilient nations.

Beneficiary Name: SPREP USD Working Account
Beneficiary Account Number: 01-849599-07
Beneficiary Bank: BSP (Samoa) Limited
Beneficiary Bank Address: Beach Road, P O Box 1860, Apia, Samoa
SWIFT CODE: BOSPWSWS

Intermediary Bank: Bank of America (BoA) New York, NY, USA
SWIFT CODE: BOFAUS3N
Beneficiary Bank A/c number: 6550780003

7. SPREP shall not make any financial commitments or incur any expenses which would exceed the budget for the Activities as set forth in Attachment 3. SPREP shall regularly consult with UNDP concerning the status and use of funds and shall promptly advise UNDP any time when SPREP is aware that the budget to carry out these Activities is insufficient to fully implement the project in the manner set out in the Attachment 2. UNDP shall have no obligation to provide SPREP with any funds or to make any reimbursement for expenses incurred by SPREP in excess of the total budget as set forth in Attachment 3.
8. SPREP shall submit a cumulative financial report each year (31 December). The report will be submitted to UNDP through the UNDP Resident Representative within 30 days following those dates. The format will follow the standard UNDP expenditure report [a model copy of which is provided as Attachment 4]. UNDP will include the financial report by SPREP in the financial report for 00098523 – RESPAC.
9. SPREP shall submit such progress reports relating to the Activities as may reasonably be required by the project manager in the exercise of his or her duties.
10. SPREP shall furnish a final report within 3 months after the completion or termination of the Activities, and all relevant audited or certified financial statements and records related to such Activities, as appropriate, pursuant to its Financial Regulations and Rules.
11. Any changes to the Project Document which would affect the work being performed by SPREP in accordance with Attachment 2 shall be recommended only after consultation between the parties.
12. For any matters not specifically covered by this Letter, the Parties would ensure that those matters shall be resolved in accordance with the appropriate provisions of the Project Document and any revisions thereof and in accordance with the respective provisions of the Financial Regulations and Rules of SPREP and UNDP.
13. The arrangements described in this Letter will remain in effect until the end of the project, or the completion of activities of SPREP according to Attachment 2, or until terminated in writing (with 30 days notice) by either party. The schedule of payments specified in Attachment 3 remains in effect based on continued performance by SPREP unless it receives written indication to the contrary from UNDP.
14. Any balance of funds that is undispersed and uncommitted after the conclusion of the Activities shall be returned within 90 days to UNDP.
15. Any amendment to this Letter shall be effected by mutual agreement, in writing,



Empowered lives. Resilient nations.

16. All further correspondence regarding this Letter, other than signed letters of agreement or amendments thereto should be addressed to Ms. Osnat Lubrani, Resident Representative, UNDP Pacific Office, Suva, Fiji.

17. SPREP shall keep the UNDP Resident Representative fully informed of all actions undertaken by them in carrying out this Letter.

18. UNDP may suspend this Agreement, in whole or in part, upon written notice, should circumstances arise which jeopardize successful completion of the Activities.

19. Any dispute between the UNDP and SPREP arising out of or relating to this Letter which is not settled by negotiation or other agreed mode of settlement, shall, at the request of either party, be submitted to a Tribunal of three arbitrators. Each party shall appoint one arbitrator, and the two arbitrators so appointed shall appoint a third arbitrator, who shall be the chairperson of the Tribunal. If, within 15 days of the appointment of two arbitrators, the third arbitrator has not been appointed, either party may request the President of the International Court of Justice to appoint the arbitrator referred to. The Tribunal shall determine its own procedures, provided that any two arbitrators shall constitute a quorum for all purposes, and all decisions shall require the agreement of any two arbitrators. The expenses of the Tribunal shall be borne by the parties as assessed by the Tribunal. The arbitral award shall contain a statement of the reasons on which it is based and shall be final and binding on the parties.

20. If you are in agreement with the provisions set forth above, please sign and return to this office two copies of this Letter. Your acceptance shall thereby constitute the basis for your SPREP's participation in the implementation of the project.

Yours sincerely,

A handwritten signature in black ink, appearing to be 'Osnat Lubrani'.

Ms. Osnat Lubrani
Resident Representative

A handwritten signature in black ink, appearing to be 'Kosi Latu'.

Signed on behalf of SPREP
Mr. Kosi Latu – Director General
[Date]



50
YEARS

Empowered lives. Resilient nations

Attachment 1

PROJECT DOCUMENT – Attached separately



Attachment 2

DESCRIPTION OF ACTIVITIES

Empowered lives. Resilient nations

Project number: 00098523

Project title: Disaster Resilience in Pacific SIDS

Results to be achieved by SPREP

SPREP has been supporting the Pacific Islands Climate Outlook Forum since 2014 with support from various bi-lateral partners, Governments and Donor Agencies. Given that climate change will be a topic of significant importance in the current and near distance future, policy and decision makers in the SIDS need to take appropriate steps to build/strengthen resilience of the national economies by taking pro-active measures to counter the negative impacts of climate change. Small PICs are vulnerable in many ways and country based national actions, important as they are, will not alter the global trends that have contributed to the problem in the first place. Pacific Islanders need to consolidate their actions and speak as a singular voice to hold industrialized countries accountable while at the same time advocate for resources and capacity building to help them become more resilient in a changing world. The collaboration between SPREP and UNDP will be significant as it will help bring climate services to the forefront in the regional fora and also enable technical and sectoral specialists to collectively come up with solutions to the near and immediate impacts of climate change. It is also expected that strong regional action will also trigger national discussions and eventually provide the leverage for regional and national efforts to be coordinated in a manner that befits all stakeholders in the PICs. The ultimate objective of the PICOF is to stimulate regional and national dialogue to enable PICs raise their awareness and understanding of climate science and ensure that information is disseminated to all citizens. In this regard, the results to be achieved includes: i) Enhanced capacity with National Weather Officers to organize regional and national dialogues around climate outlooks and impacts; ii) Enhanced public participation in the design of the Regional and National Outlook forums; iii) Increase in policy actions at both national and grassroots level

Work to be performed by SPREP

SPREP will organize the annual PICOF meeting and will ensure that all 15 PICs are represented in this meeting together with a technical counterpart from a pre-identified sector. SPREP will ensure that PICs get equal space to frame the regional agenda and also ensure that the regional and national dialogues are coordinated and complement each other. SPREP is encouraged to find other donors to contribute to the overall costs. Also the venue for the PICOF as a rule should be rotated amongst all the countries to give all countries an equal chance to host the regional discussions.

Description of inputs:

With funding provided by Russian Government through UNDP, an annual budget of USD40K per year, up to a maximum of USD120K or 3 years will be made available to SPREP to help organize the annual Pacific Islands Climate Outlook Forum (PICOF). Funds will be used to pay for Airfares and Perdiems for the participants of 15 National Weather/ Meteorological Office Staff as well as one Technical Officer from an identified sector. In 2016, this sector was disaster response and it is expected that additional sectors will be invited to participate in ensuing years.

Concept Note – Refer to Generic Concept Note Attached seperately.

Street Address: Level 8, Kadavu House, 414 Victoria Parade, Suva, Fiji • Mail Address: Private Mail Bag, Suva, Fiji •
Phone: (679) 331 2500 • Fax: (679) 330 1718 • Email: registry.fj@undp.org • Website: <http://www.pacific.undp.org>



50 YEARS

Empowered lives. Resilient nations.

Attachment 3
Scheduled of Activities, Facilities and Payments

EXPECTED CP OUTPUTS and indicators including annual targets	PLANNED ACTIVITIES <i>List all activities to be undertaken during the year forwards stated outputs</i>	Planned Budget (in USD 000)				Schedule of payments by UNDP (in USD 000)			
		2016	2017	2018	Budget Description	Total Amount	By September 15, 2016	By August 1, 2017	By August 1, 2018
						Year			
Output 1: Strengthened early warning and climate monitoring capacity in selected PICs	ActivityResult1.1 Increased capacity within national and regional meteorological services to generate user-relevant information on climate risks - No Activities intended. ActivityResult1.2 Increased capacity of selected PICs to disseminate and use tailored information on climate to relevant end users. - Consultations with National Weather/Meteorological Services in 15 PICs to set the agenda for the annual PICOFF - Engage with multiple partners in different sectors for technical contribution to PICOFF - Organize logistics for participation of country representatives. - Prepare report and disseminate with partners.								
		40	40	40	75700 – Meeting and Conference Costs	120	40	40	40
		40	40	40	Total	120	40	40	40

Note:

- Adjustments within each of the sections may be made in consultation between UNDP and SPREP. Such adjustments may be made if they are in keeping with the provisions of the Programme Support/Project Document and if they are found to be in the best interest of the project.
- Funds provided under this agreement is strictly to be used for funding of PICs participants and will not be subjected to any ad-hoc fees and or fees.

Attachment 4

MODEL UNDP EXPENDITURE REPORT

Project Number: 00098523

Project Title: Disaster Resilience in Pacific SIDs

Period _____

Currency: US Dollars

EXPECTED CP OUTPUTS and indicators including annual targets	PLANNED ACTIVITIES <i>List all activities to be undertaken during the year towards stated outputs</i>	Planned Budget (in USD 000)		Payments and Expenditures (in USD 000)		
		Budget Description	Amount	Payments received (including any carryover or surplus from previous payments)	Expenditures	Balance
Output 1: Strengthened early warning and climate monitoring capacity in selected PICs	ActivityResult1.1 Increased capacity within national and regional meteorological services to generate user-relevant information on climate risks					
	ActivityResult1.2 Increased capacity of selected PICs to disseminate and use tailored information on climate to relevant end users.					
	- Organize PICO F	75700 – Meetings and Workshops	40			
	Total					

Certified/Approved by: _____
Name of authorizing official.

Date: _____

