Services Agreement

Reference: Insert Reference

between

the Secretariat of the Pacific Regional Environment Programme (SPREP)

and

(insert contractor)

for the provision of

[insert title of the Services]

Table of Contents

Table of Contents i

Details 1

Agreed Terms 2

1. Definitions and interpretation 2
2. Priority of Agreement documents 6
3. Duration of Agreement 7
4. General obligations of the parties 7
5. Provision of Services 7
6. Monitoring progress 10
7. Performance assessment 10
8. Personnel 11
9. SPREP Material 11
10. Intellectual Property Rights 12
11. Payment 13
12. Indemnity and release 14
13. Insurance 15
14. Confidentiality and privacy 16
15. Protection of Personal Information 17
16. Conflict of Interest 17
17. Security 18
18. Books and records 18
19. Audit and access 18
20. Fraud 19
21. Unforeseen events 19

22. Dispute resolution 20

23. Termination 21

24. Survival 22

25. Notices and other communications 23

26. Miscellaneous 23

Schedule 1 – Agreement Details 25

Schedule 2 – Statement of Work 31

Schedule 3 – Payment 35

Schedule 4 - Terms of Reference 41

Execution page 37

Details

Parties

1. **SPREP**:

Full legal name	Secretariat of the Pacific Regional Environment Programme (SPREP)
Legal entity type (e.g. individual, incorporated association, company, partnership etc)	Regional Intergovernmental Organisation
Trading or business name	As above.
Company Number or other entity identifiers	N/A

2. **Supplier**:

Full legal name	[insert]
Legal entity type (e.g. individual, incorporated association, company, partnership etc)	[insert]
Trading or business name	[insert Trading name or 'as above']
Company Number or other entity identifiers	[insert or 'Nil']

Recitals

A. SPREP requires the provision of certain services.

B. The Supplier has fully informed itself on all aspects of the work required to be performed and has represented that it has the requisite skills and experience to perform that work.

C. SPREP has agreed to engage the Supplier to provide the Services on the terms and conditions contained in this Agreement.

Agreed Terms

1. Definitions and interpretation

1.1 Definitions

In this Agreement, except where the contrary intention is expressed, the following definitions are used:

Agreed Terms	clauses 1 to 26 of this Agreement which set out terms and conditions agreed by the parties.
Agreement	this agreement between SPREP and the Supplier, as amended from time to time in accordance with clause 26.2, and includes its Schedules and any attachments.
Agreement Details	the details set out in Schedule 1.
Agreement Material	any Material that is created by the Supplier for the purpose of or as a result of performing its obligations under this Agreement and includes any modifications that may be required under clause 10.6(b).
Agreement Period	the Agreement Period starts from the Commencement Date to the Contract End Date pursuant to clause 3.
Business Day	in relation to the doing of any action in a place, any day other than a Saturday, Sunday or public holiday in that place. A Business Day starts at 8.30am and ends at 5pm.
Commencement Date	the date on which this Agreement commences, as specified in Item 5 of the Agreement Details.
Confidential Information	information that is by its nature confidential; and (a) is designated by a party as confidential; or (b) a party knows or ought to know is confidential, but does not include: (c) information which is or becomes public knowledge other than by breach of this Agreement or any other confidentiality obligation.
Conflict of Interest	any circumstance in which the Supplier or any of the Supplier's Personnel has an interest (whether financial or non-financial) or an affiliation that is affecting, will affect, or could be perceived to affect, the Supplier's ability to perform the Services, or its obligations under this Agreement, fairly and independently.
Deliverable	any Agreement Material or other item to be supplied by the Supplier under this Agreement.
Donor	the donor country or multilateral institution with primary funding responsibility for the project, programme or activity under which the Services are to be delivered.
End Date	the date specified in Item 6 of the Agreement Details or the conclusion of the last Option Period, as exercised (if any).
Expert	(a) the financial or legal experts of a party; and (b) the respective officers and employees of those financial or legal experts.
Fees	the fees payable to the Supplier in accordance with Schedule 3.

Intellectual Property Rights	all intellectual property rights, including the following rights: (a) copyright, patents, rights in circuit layouts, trademarks, designs, trade secrets, know how, domain names and any right to have confidential information kept confidential; (b) any application or right to apply for registration of any of the rights referred to in paragraph (a); and (c) all rights of a similar nature to any of the rights in paragraphs (a) and (b) which may subsist in Samoa or elsewhere, whether or not such rights are registered or capable of being registered.
Item	an item in a Schedule to this Agreement.
Law	any applicable statute, regulation, by-law, ordinance or subordinate legislation in force from time to time in Samoa and / or in any State or territory in which the Services are to be undertaken.
Losses	liabilities, expenses, losses, damages and costs (including but not limited to legal costs on a full indemnity basis, whether incurred by or awarded against a party).
Material	any software, firmware, documented methodology or process, documentation or other material in whatever form, including without limitation any reports, specifications, business rules or requirements, user manuals, user guides, operations manuals, training materials and instructions, data, metadata and the subject matter of any category of Intellectual Property Rights.
Milestone	any agreed date to be met by the Supplier in performing any of its obligations under this Agreement, as specified in the Statement of Work.
Milestone Payment	a payment of an amount set out in Item 3 of Schedule 3 in respect of a Milestone.
Modify	means to add to, enhance, reduce, change, replace, vary or improve. Derivatives such as **Modification** and **Modified** have corresponding meanings.
Moral Rights	the right of integrity of authorship (that is, not to have a work subjected to derogatory treatment), the right of attribution of authorship of a work, and the right not to have authorship of a work falsely attributed.
Performance Criteria	the requirements (if any) set out in the Statement of Work for each Service and Deliverable.
Personal Information	Personal information is any piece of information that relates to a living, identifiable human being or an opinion about an identified individual, or an individual who is reasonably identifiable: (a) Whether the information or opinion is true or not; and (b) whether the information or opinion is recorded in a material form or not.
Personnel	in relation to a party, any natural person who is an employee, officer, agent or professional expert of that party or, in the case of the Supplier, of a subcontractor.

Pre-existing Material	any Material, other than Agreement Material or Third Party Material, which is created before the Commencement Date and made available by a party for the purpose of this Agreement, on or following the Commencement Date, and includes: (a) error corrections or translations to that Material; and (b) modifications or derivatives of that Material where such modification or derivative work cannot be used without infringing the Intellectual Property Rights in the underlying Material.
Schedule	a schedule to this Agreement.
Security Incident	any incident or breach of security that may impact: (a) the Supplier's ability to deliver the Services; or (b) SPREP Material which is held by, or in transit to and / or from, the Supplier.
Services	the services to be provided by the Supplier, as specified in the Statement of Work and include the supply of the Deliverables.
Specified Acts	(a) failing to attribute or falsely attributing the authorship of any Agreement Material, or any content in the Agreement Material; (b) materially altering the style, format, colours, content or layout of the Agreement Material and dealing in any way with the altered Agreement Material; (c) reproducing, communicating, adapting, publishing or exhibiting any Agreement Material; and (d) adding any additional content or information to the Agreement Material.
Specified Personnel	the Supplier's Personnel specified in Item 11 of the Agreement Details.
SPREP Data	all data and information relating to SPREP, and its operations, facilities, customers, Personnel, assets and programs (including Personal Information) in whatever form that information may exist and whether entered into, stored in, generated by or processed through software or equipment by or on behalf of SPREP
SPREP Material	any Material provided to the Supplier by SPREP.

SPREP Representative	the person identified in Item 2 of the Agreement Details. The SPREP Representative is responsible for managing the Agreement, including: (a) Managing the relationship between the Parties (b) Overseeing the effective implementation of this Agreement (c) Act as a first point of contact for any issues that arise, (d) Promptly notify the Supplier Representative if the SPREP Representative changes, and (e) To address and resolve any issues in a prompt manner.
Statement of Work	the details of the Services to be performed under this Agreement, as set out in Schedule 2.
Supplier	the party specified in Item 3 of the Agreement Details and includes its Personnel.
Supplier Representative	the person identified in Item 4 of the Agreement Details. The Supplier Representative is responsible for managing the Agreement, including: (a) Managing the relationship between the Parties (b) Overseeing the effective implementation of this Agreement (c) Act as a first point of contact for any issues that arise, (d) Promptly notify the SPREP Representative if the Supplier Representative changes, and (e) To address and resolve any issues in a prompt manner.
Tax	(a) any tax, withholding tax, charge, rate, duty (including stamp duty and customs duty), impost, excise, tax by whatever name called and whether Samoan, foreign, state, municipal, provincial, county or local; and (b) any interest, charge, penalty, fee, fine or other amount of any kind assessed, charged or imposed on or in respect of the above.
Third Party Material	Material created by a third party that is: (a) included, embodied in or attached to the Agreement Material; or (b) used for the purpose of, or as a result of, the Supplier's performance of its obligations under this Agreement.
Warranted Materials	the Pre-existing Material and Third Party Material provided by the Supplier, the Deliverables and Agreement Material.

1.2 Interpretation

In this Agreement, except where the contrary intention is expressed:

(a) the singular includes the plural and vice versa, and a gender includes other genders;

(b) another grammatical form of a defined word or expression has a corresponding meaning;

(c) a reference to a clause, paragraph, Schedule or annexure is to a clause or paragraph of, or Schedule or annexure to, this Agreement, and a reference to this Agreement includes any Schedule or annexure;

(d) a reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time and any schedules, appendices or annexures to that document or instrument;

(e) a reference to USD, US$, $US, dollar or $ is to United States currency;

(f) a reference to time is to the time in the place where the obligation is to be performed;

(g) a reference to a party is to a party to this Agreement, and a reference to a party to a document includes the party's executors, administrators, successors and permitted assignees and substitutes;

(h) a reference to a person includes a natural person, partnership, body corporate, association, governmental or local authority or agency or other entity;

(i) if the Supplier is a trustee, the Supplier enters this Agreement personally and in its capacity as trustee and warrants that it has the power to perform its obligations under this Agreement;

(j) a reference to a statute, ordinance, code or other Law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;

(k) the meaning of general words is not limited by specific examples introduced by including, for example or similar expressions;

(l) any agreement, representation, warranty or indemnity by two or more parties (including where two or more persons are included in the same defined term) binds them jointly and severally;

(m) any agreement, representation, warranty or indemnity in favour of two or more parties (including where two or more persons are included in the same defined term) is for the benefit of them jointly and severally; and

(n) a rule of construction does not apply to the disadvantage of a party because the party was responsible for the preparation of this Agreement or any part of it.

2. Priority of Agreement documents

If there is inconsistency between any of the documents forming part of this Agreement, those documents will be interpreted in the following order of priority to the extent of any inconsistency:

(a) Agreed Terms;

(b) the Schedules in their order of appearance;

(c) any attachments to the Schedules; and

(d) documents incorporated by reference in this Agreement.

3. Duration of Agreement

This Agreement begins on the Commencement Date and continues until the End Date unless terminated earlier in accordance with this Agreement.

4. General obligations of the parties

The parties will, at all times:

(a) act reasonably in performing their obligations and exercising their rights under this Agreement;

(b) diligently perform their respective obligations under this Agreement; and

(c) work together in a collaborative manner.

5. Provision of Services

5.1 Service obligations

The Supplier must supply the Services:

(a) so that they are fit for purpose, complete and accurate;

(b) so that any materials that the Supplier incorporates are free from defects in design, performance and workmanship;

(c) with due skill and care and in accordance with relevant best practice including complying with all applicable industry standards and guidelines or where none apply, relevant International Standards, best practice and guidelines, including any specified in Item 8 of the Agreement Details;

(d) Any Information that is produced or reproduced in an electronic format, the Supplier must deliver it to SPREP in a format approved by SPREP.

(e) where appropriate, in accordance with SPREP's policies and specific requirements (if any) specified in Item 9 of the Agreement Details;

(f) in accordance with any reasonable directions given by SPREP from time to time, including through the submission of written reports or information on any aspects of the Agreement requested by SPREP's Representative;

(g) so that where materials are produced or reproduced in an electronic format, they are delivered to SPREP in a format approved by SPREP;

(h) to the extent applicable, in compliance with SPREP's Values and Code of Conduct https://library.sprep.org/sites/default/files/sprep-organisational-values-code-of-conduct.pdf. Including SPREP's policy on Child Protection, Environmental Social Safeguards, Fraud Prevention & Whistleblower Protection and Gender and Social Inclusion.

(i) so as to meet the Milestones and other project plan requirements, and where no Milestones or project plan requirements are specified, promptly and without delay;

(j) in accordance with the Performance Criteria (if any);

(k) using the Specified Personnel (if any);

(l) in accordance with all applicable Laws; and

(m) otherwise in accordance with the provisions of this Agreement.

5.2 Evidence of certification

The Supplier must, on request by SPREP, provide SPREP with evidence of certifications and other records confirming compliance with all applicable standards, including any specified in Item 8 of the Order.

5.3 Supplier warranties

The Supplier represents and warrants that:

(a) it has the right to enter into this Agreement;

(b) it has all rights, title, licences, interests and property necessary to lawfully perform the Services;

(c) it and its Personnel, including its Specified Personnel, have the necessary experience, skill, knowledge and competence to perform the Services and (where appropriate) will hold such licences, permits or registrations as are required under any applicable Laws to provide the Services;

(d) the Services will be provided in accordance with the commitments made in clause 5.1;

(e) no litigation, arbitration, mediation, conciliation or administrative proceedings are taking place, pending, or to the knowledge of any of its officers after due inquiry, are threatened which, if adversely decided, could have an adverse effect on the Supplier's ability to perform its obligations under this Agreement; and

(f) all insurance policies required to be held by the Supplier under this Agreement:

(i) will remain in effect as provided for in this Agreement; and

(ii) will not be varied by the Supplier without SPREP’s written consent.

5.4 Access to SPREP's premises

SPREP must cooperate with the Supplier by providing access to its premises and facilities as reasonably necessary to enable the Supplier to provide the Services.

5.5 Conduct at SPREP's premises

Without limiting clause 17, the Supplier must, if using or accessing SPREP's premises or facilities, comply with all reasonable directions and procedures relating to work health and safety and security in operation at those premises or facilities whether specifically drawn to the attention of the Supplier or as might reasonably be inferred from the circumstances.

5.6 Subcontracting

(a) The Supplier must:

(i) not subcontract any aspect of the provision of the Services other than to those entities set out in Item 10 of the Agreement Details without the prior written approval of SPREP, which will not be unreasonably withheld;

(ii) ensure that any subcontractor approved under this Agreement complies with all applicable Laws and:

(A) clause 5.7 (Work health and safety);

(B) clause 10 (Intellectual Property Rights);

(C) clause 13 (Insurance);

(D) clause 14 (Confidentiality and privacy);

(E) clause 15 (Protection of Personal Information);

(F) clause 16 (Conflict of Interest);

(G) clause 17 (Security);

(H) clause 18 (Books and records);

(I) clause 19 (Audit and access); and

(b) The Supplier is fully responsible for the performance of the Services even if the Supplier subcontracts any aspect of the provision of the Services.

(c) The Supplier:

(i) must on request by SPREP provide SPREP with the names of any of the Supplier's subcontractors;

(ii) agrees that SPREP may disclose publicly the names of any of the Supplier's subcontractors; and

(iii) must ensure that any subcontractor agrees that SPREP may disclose the subcontractor's name publicly.

(d) If requested by SPREP, the Supplier must promptly provide to SPREP a copy of any contract relating to the Services and/or any Material relating to the engagement of the subcontractor.

5.7 Work health and safety;

(a) Work Health and Safety refers to the legal responsibility the Supplier has to manage health and safety of employees and sub-contractors whilst engaged by SPREP.

(b) The Supplier must in carrying out its obligations under this Agreement, comply, and use reasonable endeavours to ensure that its subcontractors comply, with the provisions of all relevant statutes, regulations, by-laws and requirements of any relevant authority including those arising under a WHS law in respect of occupational health and safety.

(c) The Supplier must, in carrying out its obligations under this Agreement, comply, and use reasonable endeavours to ensure that its subcontractors comply, with any of SPREP’s work, health and safety policies as notified, referred to, or made available, from time to time by SPREP to the Supplier in writing.

(d) If the Supplier is required by a WHS law to report to a regulator an incident arising out of the provision of the Services:

(i) at the same time, or as soon as is possible in the circumstances, the Supplier must give notice of such incident, and a copy of any written notice provided to a regulator, to SPREP; and

(ii) the Supplier must provide to SPREP, within such time as is specified by SPREP, a report detailing the circumstances of the incident, the results of investigations into its cause, and any recommendations or strategies for prevention in the future.

(e) The Supplier must inform SPREP of the full details of:

(i) any suspected contravention of a WHS law relating to the provision of the Services, within 24 hours of becoming aware of any such suspected contravention;

(ii) any cessation or direction to cease work relating to the provision of the Services, due to unsafe work, immediately upon the Supplier being informed of any such cessation or direction;

(iii) any workplace entry by a WHS entry permit holder, or an inspector, to any place where the Services are being performed or undertaken, within 24 hours of becoming aware of any such workplace entry; and

(iv) any proceedings against the Supplier or its officers, or any decision or request by the Regulator given to the Supplier or its Personnel, under a WHS law, within 24 hours of becoming aware of any such proceedings, decision or request.

5.8 Co-operation with Personnel and contractors

The Supplier must in the performance of the Services under this Agreement:

(a) fully co-operate with SPREP's Personnel and other contractors; and

(b) use its best efforts to coordinate its activities so as to support and facilitate, in SPREP's best interests, the timely and efficient completion of all work and other activities to be performed for SPREP by any person.

6. Monitoring progress

6.1 Progress meetings

The parties will meet at the times set out in the Statement of Work (or otherwise as agreed in writing between the parties) to discuss any issues in relation to the provision of the Services. The Supplier must ensure that the Supplier Representative and SPREP must ensure SPREP's Representative is reasonably available to attend such meetings and answer any queries relating to the provision of the Services raised by either party.

6.2 Reporting

The Supplier must provide SPREP with reports in accordance with the Statement of Work.

7. Performance assessment

7.1 Assessment of Services

Without limiting any other obligation of the Supplier, each element of the Services is subject to assessment by SPREP against the relevant Performance Criteria (if any).

Where no Performance Criteria are specified in the Statement of Work, SPREP will, acting reasonably, assess the effectiveness of the Supplier's delivery of the Services against clause 5.1.

7.2 Notice of non-compliant Services

If SPREP considers that all or part of the Services do not meet the Performance Criteria, SPREP may provide the Supplier notice of that fact and include reasons for the Services not meeting the Performance Criteria.

7.3 Rectification of non-compliant Services

If SPREP notifies the Supplier that all or part of the Services do not meet the Performance Criteria, the Supplier must:

(a) within five Business Days after the date of receipt of the notice or such other time as agreed between the parties in writing:

(i) take all necessary steps to ensure that the Services are promptly corrected;

(ii) give notice to SPREP when the Services have been corrected; and

(b) following compliance with clause 7.3(a), allow SPREP to repeat the assessment of all or part of the Services against the Performance Criteria until it is satisfied that the Performance Criteria are met.

7.4 Other rights

Clauses 7.2 and 7.3 do not limit in any way any other right, remedy or recourse of SPREP.

8. Personnel

8.1 Use of Specified Personnel

The Supplier must:

(a) provide the Services or any part of the Services to which their particular expertise relates, with the active involvement of, and using the expertise of the Specified Personnel; and

(b) ensure that each of the Specified Personnel is aware of and complies with the Supplier's obligations in providing the Services.

8.2 If the Specified Personnel are not available

(a) Where one or more of the Specified Personnel is or will become unable or unwilling to be involved in providing the Services, the Supplier must notify SPREP immediately.

(b) The Supplier must:

(i) if requested by SPREP, provide a replacement person of suitable ability and qualifications at no additional charge and at the earliest opportunity; and

(ii) obtain SPREP’s written consent prior to appointing any such replacement person. SPREP’s consent will not be unreasonably withheld.

8.3 SPREP may request replacement of Personnel

(a) SPREP may at any time request the Supplier to remove from work in respect of this Agreement any of the Specified Personnel or the Supplier's Personnel.

(b) On receipt of a request under clause 8.3(a), the Supplier must promptly arrange for the removal of such Personnel and their replacement in accordance with the process outlined in clause 8.2.

9. SPREP Material

SPREP will provide to the Supplier SPREP Material and the Supplier must ensure that SPREP Material is used strictly in accordance with any conditions or restrictions specified in Item 12 of the Agreement Details and any direction by SPREP.

10. Intellectual Property Rights

10.1 Pre-existing Material of the Supplier

(a) This clause 10 does not affect the ownership of the Intellectual Property Rights in any Pre-existing Material of the Supplier.

(b) The Supplier grants to SPREP, a perpetual, irrevocable, world-wide, royalty free, non-exclusive licence (including the right to novate or assign the licence, and to sublicense) to use, reproduce, adapt, Modify and communicate the Pre-existing Material of the Supplier in order for SPREP to obtain the full benefit of the Services.

10.2 Third Party Material

(a) The Supplier must provide Third Party Material necessary or appropriate to supply the Services.

(b) Before using any Third Party Material the Supplier must procure for SPREP perpetual licences enabling SPREP to use the Third Party Material:

(i) to the extent necessary to obtain the full benefit of the Services; and

(ii) from the expiry or termination of this Agreement, to maintain the Deliverables or engage a third party to maintain the Deliverables.

(c) If the Supplier cannot obtain the licences as described in clause 10.2(b), the Supplier must:

(i) notify SPREP of the best alternative licence terms for that Third Party Material and not use that Third Party Material unless SPREP consents to those terms; and

(ii) if SPREP does not consent under clause 10.2(c)(i) notify SPREP of any comparable Third Party Material and comply with its obligations under this clause 10.2 in respect of comparable Third Party Material.

10.3 SPREP ownership of Intellectual Property Rights in Agreement Material

(a) All Intellectual Property Rights in the Agreement Material vest in SPREP on creation.

(b) SPREP may, at its discretion, make all Agreement Material available for use by the public under the Creative Commons Licence.

10.4 Licence of SPREP Material and Agreement Material to Supplier

(a) To the extent that the Supplier needs to use any of SPREP Material or Agreement Material for the purpose of performing its obligations under this Agreement, SPREP grants to the Supplier, subject to any direction given by SPREP, a royalty-free, non-exclusive, non-transferable licence to use, reproduce, adapt, Modify and communicate such Material solely for the purpose of providing the Services.

(b) Where the Supplier wishes to use any Agreement Material otherwise than for the purpose of providing the Services, it may only do so:

(i) with the express written permission from SPREP; and

(ii) at the Supplier's own cost.

10.5 Warranty

The Supplier warrants that:

(a) the Warranted Materials and SPREP's use of the Warranted Materials will not infringe the Intellectual Property Rights of any person;

(b) it has the necessary rights to vest the Intellectual Property Rights and grant the licences as provided for in this clause 10; and

(c) the rights conferred under clauses 10.1(b) and 10.2(b) above, are sufficient to allow SPREP to licence Agreement Material under the Creative Commons Licence, should it elect, at its absolute discretion, to do so.

10.6 Remedy for breach of warranty

If someone claims, or SPREP reasonably believes that someone is likely to claim, that all or part of the Warranted Materials infringe their Intellectual Property Rights, the Supplier must, in addition to the indemnity under clause 12 and to any other rights that SPREP may have against it, promptly, at the Supplier's expense:

(a) use its best efforts to secure the rights for SPREP to continue to use the affected Warranted Materials free of any claim or liability for infringement; or

(b) replace or modify the affected Warranted Materials so that the Warranted Materials or the use of them does not infringe the Intellectual Property Rights of any other person without any degradation of the performance or quality of the affected Warranted Materials.

10.7 Delivery of Agreement Material

On the expiry or termination of this Agreement or on such earlier date as may be specified by SPREP, the Supplier must deliver to the SPREP Representative all Agreement Material.

11. Payment

11.1 Obligation to pay Fees

Subject to this clause and the Services meeting the Performance Criteria, SPREP must pay to the Supplier the Fees as set out in

Schedule 3.

11.2 Supplier to provide invoice

The Supplier must provide a correctly rendered invoice to SPREP for the Fees in accordance with the requirements specified in Schedule 3.

11.3 Due date for payment

SPREP must make payment of a correctly rendered invoice within 28 days after receiving the invoice. If this period ends on a day that is not a Business Day, payment is due on the next Business Day.

11.4 Incorrect invoices and under / over payment

If an invoice is found to have been rendered incorrectly after payment, any underpayment or overpayment will be recoverable by or from the Supplier, as the case may be, and, without limiting recourse to other available means, may be offset against any amount subsequently due by SPREP to the Supplier under this Agreement.

11.5 Expenses

(a) Unless specified otherwise in Schedule 3, the Supplier must not charge SPREP for any disbursements, charges or expenses (including travel and accommodation, document reproduction, transportation and courier charges, and telecommunications charges) in addition to the Fees.

(b) Subject to clause (a), SPREP is under no obligation to pay any amount in excess of the Fees.

11.6 Cost changes at Supplier's risk

The Supplier must not claim any payment for any additional amounts based on changes in labour, materials or other resourcing costs, exchange rate changes or any other changes to the costs incurred by the Supplier in acquiring the inputs it requires to provide the Services.

11.7 Tax

Unless expressly specified otherwise in this Agreement:

(a) all amounts payable, consideration provided or monetary limits in this Agreement are inclusive of any Tax; and

(b) the Supplier must not charge SPREP any additional amount in connection with any Tax.

11.8 Supplier's Bank Information

Unless otherwise agreed with the Supplier, the Buyer shall remit payment of the Contract Price by electronic transfer. The Supplier shall provide the Buyer with the Supplier's bank details such as, but not limited to account name, account number, bank name, bank branch, country address, and swift code on its invoices or request for payment, as set out in Schedule 3.

12. Indemnity and release

12.1 Indemnity by the Supplier

Subject to clause 12.3, the Supplier indemnifies SPREP and continues to indemnify SPREP against, all:

(a) Losses suffered or incurred by SPREP, including as the result of any claim made in relation to:

  (i) loss of or damage to third party property; or

  (ii) the injury, illness or death of a third party;

(b) loss of or damage to SPREP's property; or

(c) Losses suffered or incurred by SPREP in dealing with any claim against SPREP, including legal costs and expenses on a solicitor / own client basis and the cost of time spent, resources used, or disbursements paid by SPREP,

arising from:

(d) any negligent, unlawful or wilful misconduct, default or omission by the Supplier (including any of its Personnel) in connection with this Agreement;

(e) any breach by the Supplier (including any of its Personnel) of its obligations or warranties under this Agreement;

(f) any use or disclosure by the Supplier (including its Personnel) of Personal Information or Confidential Information (or both, as the case may be) held or controlled in connection with this Agreement; or

(g) an allegation that any Warranted Materials (including the use of any Warranted Materials by SPREP or its subcontractors or Personnel) infringe the Intellectual Property Rights or Moral Rights of the third party.

12.2 Release

Subject to clause 12.3, the Supplier releases SPREP from all claims, actions, demands and proceedings which it may have, or claim to have, or but for this release might have had, against SPREP in any way connected with the Supplier's performance of this Agreement or delivery of the Services.

12.3 Proportional reduction of liability

The liability of the Supplier for any Losses incurred by SPREP will be reduced proportionately to the extent that any negligent act or omission of SPREP (or of its subcontractors or Personnel) contributed to those Losses.

13. Insurance

13.1 Obligation to take out and maintain insurance

The Supplier must have and maintain for the period specified in clause 13.2(a) or clause 13.2(b) (as the case may be):

(a) workers' compensation insurance as required by Law; and

(b) public liability insurance; and

(c) professional indemnity or errors and omissions insurance;

as specified in Item 13 of the Agreement Details.

13.2 Insurance period

(a) If the Supplier takes out a 'claims made' policy, which requires all claims and any fact situation or circumstance that might result in a claim to be notified within the period of insurance, the Supplier must maintain the policy (or a policy in like terms) during the Agreement Period and for a period of 1 year on and from the expiry or the early termination of this Agreement – unless otherwise specified under item 13 of Schedule 1.

(b) If the Supplier takes out an 'occurrence' policy, which requires the circumstances to which a claim relates to occur during the period of insurance whilst the notification of event can occur at any time subsequently, the Supplier must maintain the policy during the Agreement Period.

13.3 Subcontractors

The Supplier must ensure that any subcontract entered into by the Supplier in relation to this Agreement places on the subcontractor, in respect of the subcontractor's activities, the same or similar obligations about insurances, as this clause 13 places on the Supplier.

13.4 Copies of insurance

The Supplier must, on request, promptly provide to SPREP any relevant insurance policies and certificates of currency for inspection.

14. Confidentiality and privacy

14.1 Confidential Information not to be disclosed

(a) Subject to clause 14.2, a party must not, without the prior written consent of the other party, disclose any Confidential Information of the other party to a third party.

(b) In giving written consent to the disclosure of Confidential Information, a party may impose such conditions as it thinks fit, and the other party agrees to comply with these conditions.

(c) For the avoidance of doubt, it is not a breach of the obligations under this clause 14 to the extent that Confidential Information is shared by SPREP:

(i) within SPREP's organisation; or

(ii) with Experts of SPREP,

where this serves SPREP's legitimate interests.

14.2 Exceptions to obligations

The obligations on the parties under this clause 14 will not be taken to have been breached to the extent that Confidential Information is:

(a) disclosed by a party to its Experts in order to comply with obligations, or to exercise rights, under this Agreement;

(b) required by Law to be disclosed; or

(c) in the public domain otherwise than due to a breach of this clause 14.

14.3 Obligations on disclosure

Where a party discloses Confidential Information to another person:

(a) pursuant to clauses 14.1(c) or 14.2(a), the disclosing party must:

(i) notify the receiving person that the information is Confidential Information; and

(ii) not provide the information unless the receiving person agrees to keep the information confidential.

14.4 Period of confidentiality

The obligations under this clause 17 continue, notwithstanding the expiry or termination of this Agreement:

(a) in relation to an item of information described in Item 14 of the Agreement Details, for the period set out in Item 14 in respect of that item; and

(b) in relation to any Additional Confidential Information for the purposes of this Agreement, for the period agreed by the parties in writing in respect of that information.

14.5 Confidential provisions

Notwithstanding any other provision of this Agreement, SPREP may disclose the provisions of this Agreement.

15. Protection of Personal Information

15.1 Application of the clause

This clause applies only where the Supplier deals with Personal Information when, and for the purpose of, providing the Services under this Agreement.

15.2 Obligations

The Supplier must:

(a) Use or disclose Personal Information only for the purposes of this Agreement;

(b) For all data collected there should be a stated purpose;

(c) Information collected from an individual cannot be disclosed to other organisations or individuals unless specifically authorised by law or by consent of the individual;

(d) Records kept on an individual should be accurate and up to date;

(e) There should be mechanisms for individuals to review data about them, to ensure accuracy. This may include periodic reporting;

(f) Data should be deleted when it is no longer needed for the stated purpose;

(g) Transmission of personal information to locations where "equivalent" personal data protection cannot be assured is prohibited;

(h) Acknowledge that some data is too sensitive to be collected, unless there are extreme circumstances (e.g., sexual orientation, religion) which must be approved in writing by SPREP before such data is collected;

and, where there is access to Personal Information the Supplier must:

(i) comply with the obligations under this clause 15.2;

(j) allow SPREP to undertake, and cooperate with any audit or investigation which SPREP deems necessary to verify that the Supplier is complying with these obligations.

(k) promptly notify SPREP if it fails to comply the obligations under this clause 15 or if it becomes aware of any actual or threatened disclosure of or unauthorised access to Personal Information.

15.3 Subcontracts

The Supplier must ensure that any subcontract entered into for the purpose of fulfilling its obligations under this Agreement contains provisions to ensure that the subcontractor has the same awareness and obligations as the Supplier has under this clause 15, including the requirement in relation to subcontracts.

15.4 Indemnity

The Supplier indemnifies SPREP in respect of any Loss suffered or incurred by SPREP which arises directly or indirectly from a breach of any of the obligations of the Supplier under this clause 15, or a subcontractor under the subcontract provisions referred to in clause 15.3.

16. Conflict of Interest

16.1 Warranty that there is no Conflict of Interest

The Supplier warrants that, to the best of its knowledge after making diligent inquiry, at the date of signing this Agreement no Conflict of Interest exists or is likely to arise in the performance of its obligations under this Agreement.

16.2 Notification of a Conflict of Interest

If, during the performance of the Services a Conflict of Interest arises, or appears likely to arise, the Supplier must:

(a) notify SPREP immediately in writing;

(b) make full disclosure of all relevant information relating to the Conflict of Interest and setting out the steps the Supplier proposes to take to resolve or otherwise deal with the Conflict of Interest; and

(c) take such steps as SPREP reasonably requires to resolve or otherwise deal with the Conflict of Interest.

17. Security

17.1 Security Incidents

(a) The Supplier must report to SPREP any actual or suspected Security Incident within five Business Days of the actual or suspected Security Incident.

18. Books and records

18.1 Supplier to keep books and records

The Supplier must:

(a) keep and require its subcontractors to keep comprehensive, accurate and adequate books and records, where appropriate in accordance with International Accounting Standards, in sufficient detail to enable the amounts payable by SPREP under this Agreement to be determined; and

(b) retain and require its subcontractors to retain all books and records relating to the Services for a period of seven years after termination or expiration of this Agreement.

19. Audit and access

19.1 Right to conduct audits

SPREP or a representative may conduct audits relevant to the performance of the Supplier's obligations under this Agreement. Audits may be conducted of:

(a) the Supplier's operational practices and procedures as they relate to this Agreement;

(b) the Supplier’s compliance with all applicable standards, including gathering evidence of relevant certifications;

(c) the accuracy of the Supplier’s invoices and reports in relation to the provision of the Services under this Agreement;

(d) Material (including books and records) in the possession of the Supplier relevant to the Services or this Agreement; and

(e) any other matters determined by SPREP to be relevant to the Services or this Agreement.

19.2 Access by SPREP

(a) SPREP may, at reasonable times and on giving reasonable notice to the Supplier:

(i) require the provision by the Supplier or its Personnel of records and information in a data format and storage medium accessible by SPREP; and

(ii) require assistance in respect of any inquiry into or concerning the Services or this Agreement. For these purposes an inquiry includes any administrative or statutory review, audit or inquiry (whether within or external to SPREP).

19.3 No reduction in responsibility

The requirement for, and participation in, audits does not in any way reduce the Supplier's responsibility to perform its obligations in accordance with this Agreement.

19.4 Subcontractor requirements

The Supplier must ensure that any subcontract entered into for the purpose of this Agreement contains an equivalent clause granting the rights specified in this clause.

20. Fraud

20.1 Compliance with Fraud Control Guidelines

The Supplier must notify SPREP immediately if it knows or has reason to suspect that any fraud has occurred or is occurring or is likely to occur in relation to this Agreement (including by the Supplier or its Personnel).

21. Unforeseen events

21.1 Occurrence of unforeseen event

Subject to clause 21.2, a party (**Affected Party**) is excused from performing its obligations under this Agreement to the extent it is prevented by circumstances beyond its reasonable control (other than lack of funds for any reason or any strike, lockout and labour disputes in respect of the Supplier only), including but not limited to acts of God, pandemic, natural disasters, acts of war, riots and strikes outside that party's organisation.

21.2 Notice of unforeseen event

When the circumstances described in clause 21.1 arise or are reasonably perceived by the Affected Party as an imminent possibility, the Affected Party must give notice of those circumstances to the other party as soon as possible, identifying the effect they will have on its performance. An Affected Party must make all reasonable efforts to minimise the effects of such circumstances on the performance of this Agreement.

21.3 Termination

If non-performance or diminished performance by the Affected Party due to the circumstances under clause 21.1 continues for a period of more than 3 consecutive months, the other party may terminate this Agreement immediately by giving the Affected Party written notice.

21.4 Consequences of termination

If this Agreement is terminated under clause 21.3:

(a) each party will bear its own costs and neither party will incur further liability to the other; and

(b) where the Supplier is the Affected Party, it will be entitled to payment for Services accepted or work performed prior to the date of intervention of the circumstances described in clause 21.1.

22. Dispute resolution

22.1 No arbitration

If a dispute arises in relation to the conduct of this Agreement (**Dispute**), a party must comply with this clause 22.

22.2 Notification

A party claiming a Dispute has arisen must give the other parties to the Dispute notice setting out details of the Dispute.

22.3 Parties to resolve Dispute

(a) During the period of 14 days after notification of a Dispute is given under clause 22.2 (or longer period if the parties agree in writing) the parties shall attempt to resolve the Dispute by negotiation at the officer level.

(b) If the parties cannot resolve the Dispute at the officer level within that period, each party to the Dispute must use its reasonable efforts through a meeting of CEOs, agency heads, or equivalent level, to resolve the Dispute.

(c) If the parties cannot resolve the Dispute within 14 days at the CEO, agency head or equivalent level, they must refer the Dispute to a mediator if one of them requests.

22.4 Appointment of mediator

If the parties to the Dispute cannot agree on a mediator within seven days after a request under clause 22.3 the matter will be referred to the President of the Samoa Law Society to appoint one.

22.5 Role of mediator and obligations of parties

The role of a mediator is to assist in negotiating a resolution of the Dispute. A mediator may not make a binding decision on a party to the Dispute except if the party agrees in writing. Unless agreed by the mediator and parties, the mediation must be held within 21 days of the request for mediation in clause 22.3. The parties must attend the mediation and act in good faith to genuinely attempt to resolve the Dispute.

22.6 Costs

Each party to a Dispute must pay its own costs of complying with this clause 22. The parties to the Dispute must equally pay the costs of any mediator.

22.7 Termination of process

A party to a Dispute may terminate the dispute resolution process by giving notice to each other party after it has complied with clauses 22.1 to 22.5.

If a party to a Dispute breaches any of clauses 22.1 to 22.7, the other party does not have to comply with those clauses in relation to the Dispute.

22.8 Obligations continue

(a) Despite the existence of a Dispute, the parties must continue to perform their obligations under this Agreement, unless a direction is issued in accordance with clause 22.8(b).

(b) If directed and notified in writing by SPREP to do so, the Supplier must cease performing the obligations of the Supplier under this Agreement which are specified in SPREP's notice until SPREP issues a further written notice to the Supplier directing it to resume performance of those obligations.

23. Termination

23.1 Termination and reduction for convenience

(a) SPREP may, at any time, by notice, terminate this Agreement or reduce the scope of the Services.

(b) On receipt of a notice of termination or reduction the Supplier must:

(i) stop work as specified in the notice;

(ii) take all available steps to minimise loss resulting from that termination and to protect SPREP Material and Agreement Material; and

(iii) continue work on any part of the Services not affected by the notice.

(c) If this Agreement is terminated under this clause 23.1, SPREP is liable only for:

(i) payments under clause 11 for Services rendered before the effective date of termination; and

(ii) reasonable costs incurred by the Supplier and directly attributable to the termination.

(d) If the scope of the Services is reduced, SPREP's liability to pay the Fees or to provide SPREP Material abates in accordance with the reduction in the Services.

(e) SPREP is not liable to pay compensation under clause 23.1(c)(ii) in an amount which would, in addition to any amounts paid or due, or becoming due, to the Supplier under this Agreement, exceed the total Fees payable under this Agreement.

(f) The Supplier is not entitled to compensation for loss of prospective profits.

23.2 Termination by SPREP for default

(a) Without limiting any other rights or remedies SPREP may have against the Supplier arising out of or in connection with this Agreement, SPREP may terminate this Agreement effective immediately by giving notice to the Supplier if:

(i) the Supplier breaches a material provision of this Agreement where that breach is not capable of remedy;

(ii) the Supplier breaches any provision of this Agreement and fails to remedy the breach within 14 days (or such other period as specified in the notice) after receiving notice requiring it to do so;

(iii) in the opinion of SPREP, a Conflict of Interest exists which would prevent the Supplier from performing its obligations under this Agreement;

(iv) all or any part of the Services do not meet the Performance Criteria on two or more occasions in accordance with clause 7; or

(v) an event specified in clause 23.2(b) happens to the Supplier.

(b) The Supplier must notify SPREP immediately if:

(i) the Supplier ceases to be able to pay its debts as they become due;

(ii) the Supplier being a company enters into liquidation or has a liquidator or administrator appointed; or

(iii) the Supplier being a natural person is declared bankrupt or assigns his or her estate for the benefit of creditors.

23.3 Potential Default

(a) For the purposes of this clause **Potential Default** means any event, thing or circumstance which does not fall within the scope of clause 20 and which likely would:

(i) result in delay in meeting any requirement of the performance of the Services;

(ii) result in the Supplier not being able to achieve a Milestone; or

(iii) give rise to a right of termination pursuant to clause 23.2 with the giving of notice or the passage of time.

(b) The Supplier must notify SPREP immediately upon becoming aware of a Potential Default and must include the following information, substantially in the form of the template provided by SPREP (if any), in its notice:

(i) the nature of and reason for the Potential Default;

(ii) how the Supplier proposes to rectify the Potential Default;

(iii) the date on which the Supplier proposes that the Potential Default will be rectified; and

(iv) any expected impact that the Potential Default may have on the delivery of the Services.

(c) If SPREP is not satisfied with the Supplier's proposed actions to rectify the Potential Default, SPREP acting reasonably, may by written notice to the Supplier, require the Supplier to immediately suspend the Services (in whole or in part) and / or terminate this Agreement in its entirety

(d) No action taken by SPREP pursuant to this clause 23.3 will:

(i) relieve the Supplier from, or alter or affect, the Supplier's liabilities or responsibilities whether under this Agreement or otherwise according to Law; or

(ii) prejudice SPREP's rights against the Supplier whether under this Agreement or otherwise according to Law.

23.4 After termination

On termination of this Agreement the Supplier must:

(a) stop work on the Services;

(b) deal with Agreement Material in accordance with clause 10.7; and

(c) deal with SPREP Material, SPREP Data, and SPREP's Confidential Information as reasonably directed by SPREP.

24. Survival

The following clauses survive the termination and expiry of this Agreement:

(a) clause 5.6 (Subcontracting);

(b) clause 5.7 (Work health and safety);

(c) clause 10 (Intellectual Property Rights);

(d) clause 12 (Indemnity and release);

(e) clause 13 (Insurance);

(f) clause 14 (Confidentiality and privacy);

(g) clause 15 (Protection of Personal Information);

(h) clause 17 (Security);

(i) clause 18 (Books and records);

(j) clause 19 (Audit and access);

(k) clause 23.4 (After termination); and

25. Notices and other communications

25.1 Service of notices

(a) A party giving notice under this Agreement must do so in English and in writing or by Electronic Communication:

(i) directed to the other party's contact person at the other party's address, as varied by any notice; and

(ii) hand delivered or sent by prepaid post, facsimile or Electronic Communication to that address.

(b) The parties' addresses are specified in Item 15 of the Agreement Details.

26. Miscellaneous

26.1 Ownership of Agreement

All copyright and other Intellectual Property Rights contained in this Agreement remain the property of SPREP.

26.2 Amending this Agreement

This Agreement may be amended only in writing signed by each party.

26.3 Assignment and novation

A party may only assign its rights or novate its rights and obligations under this Agreement with the prior written consent of the other party.

26.4 Costs

Each party must pay its own costs of negotiating, preparing and executing this Agreement.

26.5 Entire agreement

This Agreement constitutes the entire agreement between the parties in connection with its subject matter and supersedes all previous agreements or understandings between the parties in connection with its subject matter.

26.6 Severability

A term or part of a term of this Agreement that is illegal or unenforceable may be severed from this Agreement and the remaining terms or parts of the terms of this Agreement continue in force.

26.7 Waiver

Waiver of any provision of or right under this Agreement:

(a) must be in writing signed by the party entitled to the benefit of that provision or right; and

(b) is effective only to the extent set out in any written waiver.

26.8 Relationship

(a) The parties must not represent themselves, and must ensure that their Personnel do not represent themselves, as being an officer, employee, partner or agent of the other party, or as otherwise able to bind or represent the other party.

(b) This Agreement does not create a relationship of employment, agency or partnership between the parties.

26.9 Announcements

(a) The Supplier must, before making a public announcement in connection with this Agreement or any transaction contemplated by it, obtain SPREP's agreement to the announcement, except if required by Law or a regulatory body.

(b) For the avoidance of doubt, SPREP does not require the consent of the Supplier to the making of the announcement.

26.10 Specific Requirements of the Funding Donor

A Donor may from time to time specify that SPREP apply certain restrictive measures to the arrangements for the provision of the Services, including such measures which may restrict SPREP's ability to enter into a binding agreement with certain potential Suppliers. Where specified under Item 16 of Schedule 1, those restrictive measures shall apply to this Agreement.

26.11 Governing law and jurisdiction

This Agreement is governed by the law of the Independent State of Samoa.

26.12 Privileges and Immunities

Nothing in or relating to this Agreement shall be deemed a waiver, express or implied, of any of the privileges and immunities of SPREP.

Schedule 1 – Agreement Details

Item No.	Description	Clause reference	Details
1.	**SPREP details**	**1.1**	Secretariat of the Pacific Regional Environment Programme (SPREP)
2.	**SPREP Representative**	**1.1**	Name: [***insert details***] Position: [***insert details***] Phone: [***insert details***] Email: [***insert details***]
3.	**Supplier details**	**1.1**	[***Insert name of Supplier***]
4.	**Supplier Representative**	**1.1**	Name: [***insert details***] Position: [***insert details***] Phone: [***insert details***] Email: [***insert details***]
5.	**Commencement Date**	**1.1 and 3**	The date this Agreement is signed by the last party. [OR - ***change the above text to a specific date e.g., dd/mm/yy, if required***]
6.	**End Date**	**1.1 and 3**	[***Insert the End Date***]
7.			Intentionally Deleted
8.	**Standards and guidelines**	**5.1(c)**	[***Insert details of any applicable standards and guidelines, otherwise insert 'Not applicable'***]
9.	**SPREP requirements**	**5.1(e)**	**(a) Child Protection Policy** i. The Supplier must comply with its obligations, if any, under the SPREP Child Protection Policy. SPREP will ensure that the Supplier has access to this policy prior to execution of the Agreement, and the Supplier may make enquiries of SPREP around the application of, or updates to, the policy at any time during the Agreement Period.

Item No.	Description	Clause reference	Details
			ii. If the Supplier becomes non-compliant with this policy during the Agreement Period, the Supplier must notify SPREP. **(b) Gender Policy** i. The Supplier must comply with its obligations, if any, under the SPREP Gender Policy. SPREP will ensure that the Supplier has access to this policy prior to execution of the Agreement, and the Supplier may make enquiries of SPREP around the application of, or updates to, the policy at any time during the Agreement period. ii. If the Supplier becomes non-compliant with this plan during the Agreement Period, the Supplier must notify SPREP. **(c) Environmental and Social Safeguards** i. The Supplier must comply with its obligations, if any, under the SPREP Environmental and Social Safeguards Management System (ESSMS). SPREP will ensure that the Supplier has access to these policy prior to execution of the Agreement, and the Supplier may make enquiries of SPREP around the application of, or updates to, the policy at any time during the Agreement period. ii. If the Supplier becomes non-compliant with this policy during the Agreement Period, the Supplier must notify SPREP. **d) Fraud Prevention & Whistleblower Protection** i. The Supplier must comply with its obligations, if any, under the SPREP Fraud Prevention & Whistleblower Protection Policy. SPREP will ensure that the Supplier has access to this policy prior to execution of the Agreement, and the Supplier may make enquiries of SPREP around

Item No.	Description	Clause reference	Details
			the application of, or updates to, the policy at any time during the Agreement period. ii. If the Supplier becomes non-compliant with this policy during the Agreement Period, the Supplier must notify SPREP Copies of these policies are found on the SPREP website, or these can be accessed through this link. During the term of this Contract, the policies may be modified. Absent any objection from Service Provider, all such subsequent modifications are deemed accepted by the Service Provider.
10.	**Subcontractors**	**5.6**	[***Insert names of any subcontractors. Otherwise insert 'Not applicable'***]
11.	**Specified Personnel**	**8**	[***Insert names and positions of Specified Personnel. Otherwise insert 'Not applicable'***]
12.	**SPREP Material**	**1.1 and 9**	[***Insert specific Material to be provided to the Supplier by SPREP (if any) and any restrictions on the use of the Material. Otherwise insert 'Not applicable'.***]
13.	**Insurance**	**13.1**	From the Commencement Date and for the periods specified in clause 13: (a) to the extent required by Law, workers' compensation insurance in respect of the Supplier's liability for any loss or claim by a person employed or otherwise engaged, or deemed to be employed or otherwise engaged, by the Supplier in connection with the Services; (b) public liability insurance covering legal liability (including liability assumed under contract) for loss or damage to property or injury or death to persons arising out of or in connection with carrying out the Services for an insured amount of $10 million. (c) either professional indemnity or errors and omissions insurance for an insured amount of $10 million.

Item No.	Description	Clause reference	Details
14.	**Confidential Information**	**1.1 and 14**	SPREP Confidential Information: [***insert relevant items***] Supplier's Confidential Information: [***insert relevant items***]
15.	**Address for notices**	**25.1**	**SPREP:** Name: [***insert details***] Position: [***insert details***] Secretariat of the Pacific Regional Environment Programme Physical address: Avele Road, Apia, Samoa Email: [***Insert email address***] **Supplier:** Name: [***insert details***] Position: [***insert details***] [***Insert organisation name***] Postal address: [***Insert postal address***] Physical address: [***Insert physical address***] Email: [***Insert email address***]

Item No.	Description	Clause reference	Details
16.	**Specific Requirements of the Funding Donor**	**26.10**	Circumstances where the European Union (EU) is Donor a) Entities designated on by the EU as subject to restrictive measures in the lists provided at www.sanctionsmap.eu ("EU Restrictive Measures") are ineligible to be engaged by SPREP on European Union funded projects. b) In the event that SPREP becomes aware that the Supplier falls under the scope of EU restrictive measures, SPREP shall immediately terminate the Agreement in accordance with clause 23.1(a). c) Where termination of the Agreement is required under (ii) above, only the provisions of clause 23.1(b)(i) and (ii) shall remain in effect. All other provisions under clause 23.1(b)(iii) and clauses 23.1(c) through (e) will no longer apply. d) If the Supplier was aware of the designation by EU restrictive measures, SPREP reserves the right to recover any monies paid to the Supplier in undertaking the scope of works. Circumstances where funding has been provided by the Green Climate Fund: The Supplier will ensure compliance with: A. the Anti-Money Laundering and Counter the Finance of Terrorism, "know your customer" and other similar checks to ensure the Supplier meets international best fiduciary standards and practices in relation to the delivery of the Services; and B. the anti-bribery laws of Samoa and any other relevant laws, and they shall not, directly or indirectly, pay, offer, give, promise to pay or authorize the payment of, or solicit, receive or agree to receive, any monies or other things of value to or from anyone in order to obtain, influence, or reward any improper advantage. Not applicable

Item No.	Description	Clause reference	Details
17.	**Changes in Agreed Terms**	***[Insert clauses here]***	***[Insert changes here]***

Schedule 2 – Statement of Work

1. Introduction

1.1 SPREP

(a) The Secretariat of the Pacific Region Environment Programme (SPREP) is the regional organisation established by the Governments and Administrations of the Pacific charged with protecting and managing the environment and natural resources of the Pacific.

(b) The head office is based in Apia, Samoa with over 100 staff. There are SPREP offices in Fiji, Republic of the Marshall Islands and Vanuatu as well as SPREP Officers stationed in Solomon Islands.

(c) The establishment of SPREP in 1993 sent a clear signal to the global community of the deep commitment of Pacific island Governments and Administrations for better management of the environment within the context of sustainable development.

(d) The strategic direction for SPREP is clearly set out in the 2017-2026 SPREP Strategic Plan. The Plan outlines the mandate, vision and programmes for the organisation, and places strong emphasis on effective delivery of services to SPREP Member countries and territories.

1.2 SPREP's Mandate and Regional Goals

(a) SPREP's mandate is to promote cooperation in the Pacific region and provide assistance to Pacific island countries and territories in order to protect and improve its environment and to ensure sustainable development for present and future generations.

(b) SPREP's Regional Goals are as follows:

- **Regional Goal 1**: Pacific people benefit from strengthened resilience to climate change;
- **Regional Goal 2**: Pacific people benefit from healthy and resilient island and ocean ecosystems;
- **Regional Goal 3**: Pacific people benefit from improved waste management and pollution control;
- **Regional Goal 4**: Pacific people and their environment benefit from commitment to and best practice of environmental governance.

(c) SPREP approaches the environmental challenges faced by the Pacific guided by four simple Values. These values guide all aspects of our work:

- We value the Environment
- We value our People
- We value high quality and targeted Service Delivery

- We value Integrity

2. Project Scope

2.1 [*insert the title of the head Project / Programme*] Background and Objectives

(a) [***Provide an outline of the Project supporting the action / activity for which these Services are required***]

(b) [***What are the Project's overarching goals, objectives and / or outcomes?***]

(c) [***What is the Project's schedule for the Services?***]

3. Services (clauses 1.1 and 5)

3.1 Services to be delivered under this Agreement

(a) ***Note: this section can be structured to reflect the Project's requirements for service delivery – but must reflect the original Service requirements as outlined in the Approach to Market. DO NOT insert service delivery details proposed by the preferred Supplier in their response to the Approach to Market here***];

(b) [***insert description of Services***];

(c) [***insert description of Services***]

(d) In providing the Services, the Supplier must:

(i) [***insert specific Project requirements or Service delivery expectations – e.g. minimum requirements for Supplier personnel, key tasks, Project expectations or priorities, any known obstacles / limitations and Project timeframes***].

(ii) [***insert specific Project requirements or Service delivery expectations***].

4. Deliverables (clause 1.1)

No.	Description of Deliverable / Milestone	Contact for Delivery	Delivery Location / Email	Due Date
1.				
2.				
3.				
4.				
5.	[*insert or delete rows as required*]			

5. Performance Criteria (clauses 1.1 and 7)

No.	Service/Deliverable	Performance Criteria	Assessment date
1.			
2.			
3.			
4.			
5.	[*insert or delete rows as required*]		

6. Progress meetings (clause 6.1)

6.1 The Supplier is required to attend meetings as follows:

Meeting Type	Representatives Required	Frequency	Teleconference / Site
[*insert or delete rows as required*]			

7. Reporting (clause 6.2)

7.1 During the term of this Agreement the Supplier must provide SPREP with reports as set out in the table below:

Report type and content	Description	Due Date
	[*Ensure you highlight here whether one of the reports in this section is also listed as a Milestone in the table above – i.e. you could state 'The submission and acceptance by SPREP of this report represents Milestone No. 2 for the Agreement'*]	
[*insert or delete rows as required*]		

8. Facilities and Assistance Offered by SPREP

8.1 [***if SPREP will not be providing any direct support or assistance to the Supplier, then delete this text and insert 'Nil'***] SPREP will provide the following facilities and assistance to support the Supplier in their delivery of the services:

(a) **Logistics –** [**e.g. assistance in gaining entry clearance, confirming accommodation, work sites and related facilities**]**;**

(b) **Documentation** - [**e.g. SPREP will provide relevant Project materials for context, supporting data or previous reports**]**;**

(c) **Facilities -** [**e.g. if the Supplier is likely to be working from SPREP's central or regional offices, whether a room and IT support will be provided**];

(d) [**insert any other assistance which SPREP will provide to the Supplier**]

9. Unspecified

9.1 [*insert new headings / sections consistent with the original Terms of Reference / requirements issued with the Approach to Market – or – delete this section].*

Schedule 3 – Payment

1. Maximum Agreement Value

1.1 The maximum value of the Agreement inclusive of all taxes and charges will not exceed **USD $**[***insert maximum value including all fees and expenses – if any***] as set out below.

2. Fixed Fees (including all expenses clause 11)

2.1 The Supplier will invoice SPREP for the following Fixed Fees for the Services: [***retain if the payment arrangements for the Services are to be based upon a Fixed Fee arrangement. If the payment arrangements are to be based on Daily or Hourly rates, delete this Fixed Fees section***]

Type	Charges	Units	Total
Fees (fixed)			
Other charges (if any)			
		TOTAL	

3. Milestone Payments

3.1 Progress payments of the Fixed Fees (inclusive of all taxes and charges) will be made as follows: [***retain if the payment arrangements for the Services are to be based upon a Fixed Fee arrangement. If the payment arrangements are to be based on Daily or Hourly rates, delete this Milestone Payments section***]

Milestone date	Milestone/Deliverable	Milestone Payment
	TOTAL	

4. Expenses (clause 11.5)

[***Option 1 – retain or delete as required***]
No allowances or expenses are payable to the Supplier.

[***Option 2 – retain or delete as required***]
Since travel is required,

(a) SPREP will provide the Consultant with a return economy airfare by the most direct and economical route available.

(b) A per diem allowance at current SPREP rates on the approved itinerary will be paid in advance by SPREP, or where appropriate by the agreed work commencement date.

(c) If there are any variations to the initially approved itinerary, a reconciliation of actual entitlement against actual advance must be submitted to SPREP at the completion of the Agreement and any refunds by either Party made at that time

5. Invoicing requirements (clause 11.2)

(a) Invoices must contain the following information:

(i) the details of the amount of time spent by each of the person including Specified Personnel on the Services for the period to which the invoice relates and a record detailing how the relevant Milestone dates have been met;

(ii) contract number;

(iii) period covered by invoice;

(iv) title and description of the Services;

(v) the amount of any allowances or expenses which are to be reimbursed in accordance with Item 6 of this Schedule 3 together with any substantiating material required; and

(vi) any other information reasonably requested by SPREP from time to time.

(b) Invoices must to be sent to:

[***Insert position and name of SPREP's representative***]

[***Insert details of Programme / Section / Project***]

Secretariat of the Pacific Regional Environment Programme

P.O. Box 240, Apia, SAMOA

6. Supplier's Bank Information

(a) The Supplier shall provide the Buyer with the required bank information for payments to be made:

Account Name:	
Account Number:	
Name of Bank:	
Name of Branch:	
Country Address:	
Swift Code:	

Schedule 4 – Terms of Reference

Execution page

EXECUTED as an agreement

SIGNED for and on behalf of the Secretariat of the Pacific Regional Environment Programme

Sefanaia Nawadra
Director General of SPREP

Date

SIGNED for and on behalf of [***Supplier name***]

[Authorised representative's name] (print)
[position]

Date