



**ANNEX A. TERMS OF REFERENCE**

**CLIMATE INFORMATION SERVICES FOR RESILIENT  
DEVELOPMENT IN VANUATU PROJECT**

**(Project ID: FP035)**

**MID TERM REVIEW**

**TERMS OF REFERENCE**

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# 1. Introduction

## 1.1. Project Background

The Climate Information Services for Resilient Development in Vanuatu (CISRD) or *Vanuatu Klaemet Infomesen blong redy, adapt mo protekt* (Van-KIRAP) Project, is a four and a half year, full size Green Climate Fund project implemented through the Secretariat of the Pacific Environment Programme (SPREP). The Van-KIRAP Project is implemented in the Republic of Vanuatu and managed by the Vanuatu Meteorological and GeoHazards Department (VMGD) and SPREP Climate Change Resilience Programme (SPREP CCR), the Project Executing Agencies, in partnership with multiple partners in Vanuatu, Australia and South Korea.

The Van-KIRAP Project Objective (PO) is to “increase the ability of decision makers, development partners, communities and individuals across five target sectors (agriculture, fisheries, infrastructure, tourism and water) to plan for and respond to the long- and short-term impacts of climate variability and change”. The Project is responding to priorities identified in the Vanuatu Framework for Climate Services (2016) and the VMGD Strategic Development Plan 2014–2023, developed through a national consultation and design process.

Climate Information Services (CIS) provides people and organisations with timely, tailored climate-related information and tools that can be used to minimise the impacts of climate variability and change on lives, livelihoods, natural resources, property and infrastructure. CIS supports better policy, planning, and decision-making across sectors, and at national and community scales for both long- and short-term timeframes. Without timely and tailored information about the impacts of climate variability and change, development sectors, governments and communities’ risk significant losses and damage from extreme events such as drought, heat waves, cyclones and flooding, and from slow onset changes, such as rising temperatures, sea-level rise and ocean acidification.

The project is building capacity to harness and manage climate data, develop and deliver practical Climate Information Services tools, support the coordination and dissemination of tailored information, enhance CIS related information technology and infrastructure, improve the accessibility of CIS to sectors and communities and support the application of CIS through real-time processes.

This work is achieved through activities delivered under each of the project’s four components:

1. **Component 1:** Strengthen the VMGD platform to provide quality climate data and information for CIS (GCF US\$9,842,043, co-financing US\$1,323,292)
2. **Component 2:** Demonstrating the value of CIS at the sectoral and community levels (GCF US\$3,221,530, co-financing US\$251,300)
3. **Component 3:** Development of CIS tools and engaging with stakeholders through outreach and communications (GCF US\$1,990,655, co-financing US\$116,400)
4. **Component 4:** Strengthening the institutional capacity for long-term implementation of CIS in decision-making (GCF US\$1,144,407, co-financing US\$56,000)
5. **Component 5:** Project Coordination and Management (GCF US\$1,908,270)

Van KIRAP is undertaking field work to collect data, develop, test and validate the Project tools and models at sites across the six Provinces: Shefa, Malampa, Penama, Sanma, Tafea and Torba.

## 1.2. Purpose of the Review

The Mid Term review is commissioned by SPREP as the Implementing Entity within the framework of the Funded Activity Agreement (FAA) between the GCF and SPREP. The purpose of the Mid Term Review is to review and assess the implementation of the Van-KIRAP project since its effectiveness / commencement date – January 10<sup>th</sup>, 2018. The Project has since undergone amendments in 2019-2020

in response to conditions stipulated in the Funded Activity Agreement. The mid-term review is geared towards promoting project performance improvement, accountability, learning and evidence-based decision making and management. In particular, the review will thoroughly assess Project implementation progress, efficiency and effectiveness, analyse constraints and challenges encountered and develop recommendations to enhance overall performance and implementation effectiveness.

The Mid-term Review will qualitatively and quantitatively review the following elements of Project performance:

- 1) Overall performance and the likelihood of achieving the PO by project closure.
- 2) Implementation progress according to the indicators and targets listed in the Results Framework including any underlying causes and issues contributing to targets that are not adequately achieved.
- 3) Sustainability of the Project's outputs and expected outcomes.
- 4) Major constraints affecting implementation and identification of viable solutions.
- 5) Any delays in project implementation, their causes, and draw lessons from the delays and provide recommendations for improved implementation to avoid further delays going forward and to ensure achievement of the project objectives.
- 6) Project management and effectiveness of the Project Executing Agencies and other institutional implementation units and actors (e.g., Sectors, delivery partners, coordinators).
- 7) Project supervision and implementation support performance of the Secretariat of the Pacific Regional Environment Programme (SPREP).

The Mid-term Review is intended to identify strengths and weaknesses as well as opportunities and risks of the project and develop recommendations for any necessary changes in the overall design and orientation of the project by evaluating the adequacy and effectiveness of its implementation and delivery of project outputs and outcomes to date. Consequently, the review is also expected to assess the effectiveness of implementation and partnership arrangements and make detailed recommendations for the remaining project period. It will also provide an opportunity to propose any necessary adjustments needed to refocus the project and reorganize the management of the execution of activities.

### **1.3. Audience for the Review**

The audience refers to people or groups of people who are the primary intended users of the findings and will ensure implementation of the necessary changes. The Van-KIRAP mid-term review is initiated by SPREP as the Implementing Entity as per requirements of the Green Climate Fund. The primary audience of the review includes the senior management of SPREP, the Office of Portfolio Management in the Green Climate Fund and senior management for the Executing Entities (Vanuatu Meteorological and GeoHazards Department (VMGD) and SPREP Climate Change Resilience Programme (SPREP CCR)).

### **1.4. Stakeholders for Review**

Stakeholders are individuals, groups, organisations, agencies or entities which have an interest in and / or are likely to be affected by the outcome of the review. The key stakeholders include the implementing entity (SPREP), executing entities (VMGD and SPREP CCR), project delivery partners - CSIRO (Australia), Bureau of Meteorology (Australia) and the APEC Climate Center (South Korea) - and project beneficiaries i.e. Sectors (water, tourism, agriculture, fisheries and infrastructure) and communities. The project management and implementation teams as well as the Project Steering Committee and Technical Working Group are also a crucial audience.

## 2. The Scope of the Mid Term Review

The scope of the mid-term review will cover all activities undertaken in the framework of the Project from January 10<sup>th</sup>, 2018 to April 30<sup>th</sup>, 2021. It is expected the review will compare planned outputs / outcomes including the advice and proposed amended elements provided by the Implementing Entity, of the Project to actual outputs / outcomes and assess the actual results to determine their contribution to the attainment of the project objectives. The mid-term review will extract lessons learned, diagnose and analyse issues and formulate a concrete and viable set of recommendations. It will evaluate the efficiency of project management undertaken by the Executing Entities and their subsequent Project Management Units (PMU), including the delivery of outputs and activities in terms of quality, quantity, timeliness and cost efficiency. The total amount of funds disbursed to the Project from the Green Climate Fund until February 28<sup>th</sup>, 2021 is USD 5,083,398.

The review will assess the Van-KIRAP project according to standard evaluation criteria as elaborated below:

### Relevance:

- Assess the extent of the contribution of the project towards the achievement of national climate mitigation and adaptation objectives and to the priorities and needs of the target beneficiaries (Sectors and communities) and assess if they are still valid.
- Are the activities and outputs of the project consistent with the overall goal and attainment of its objectives? Analyse whether the Project's Sector and community-based approach addresses the needs and demands of the beneficiaries in a disaggregated manner (for men and women), and the community response.
- Are the activities and outputs of the project consistent with the intended impacts and effects?
- Assess the relevance of the climate information services tools / instruments / inputs applied by the Project to increase the ability of target beneficiaries to plan for and respond to the long- and short-term impacts of climate variability and change.
- Assess the relevance and effect of technical assistance given to VMGD, Sectors and communities.
- Are the interventions doing the right things?

### Effectiveness:

- Assess the extent that expected outcomes and objectives of the project are likely to be achieved?
- Review whether the project has accomplished its outputs or progress towards achieving outcomes. In particular, the mission should review factors influencing achievement or non-achievement of the objectives, specifically
  - How the design or planned interventions fit the needs of the Sectors.
  - Site selection criteria and implementation of activities.
  - Targeting strategy for the identification of project beneficiaries including both men and women.
  - Any emerging effect (positive and negative) of the project on beneficiaries including both men and women.
- Assess the performance of the project so far with particular reference to qualitative and quantitative achievements of outputs and targets as defined in the project documents and workplans and with reference to the project baseline.
- Assess the effectiveness of the project management arrangements within the Executing Entities, including the performance of the PMUs and associated staff / consultants and Sector Coordinators.
- Assess the effectiveness of the partnership arrangements outlined below. This will include assessing the complementarity, harmonization and co-ordination with others, and the extent to which the interventions by the partners are adding value whilst avoiding duplication of effort.

- Between the two Executing Entities - VMGD and SPREP CCR
- Between VMGD, SPREP CCR and the Delivery Partners (CSIRO, BOM, APCC)
- Between the Project and beneficiary communities
- Between VMGD and the target Sectors (agriculture, fisheries, water, infrastructure, tourism)
- Between the Project and on-ground networks
- To what extent has the project adapted to changing external conditions?
- Based on the progress so far provide recommendations to the above partnership arrangements.

#### **Efficiency:**

- Assess whether the project has utilised project funding as per the agreed workplan and budgets to achieve the projected targets.
- Analyse the role of the Project Steering Committee (PSC) and Technical Working Group (TWG) and whether these forums are optimally being used for decision making.
- Assess the qualitative and quantitative aspects of management and other inputs (such as equipment, monitoring and review and other technical assistance and budgetary inputs) provided by the project vis-à-vis achievement of outputs and targets.
- Assess whether the project was implemented in the most efficient way compared to alternatives.
- Identify factors and constraints on how the implemented activities affected the cost-efficiency of the project implementation including technical, managerial, organisational, institutional and socio-economic policy issues including other external factors unforeseen during the project design.

#### **Sustainability and Impact:**

- Assess preliminary indications of the degree to which the project results are likely to be continued beyond the project's lifetime (both at the government and community level) and provide recommendations for strengthening sustainability.
- Assess the key factors which influenced the achievement or non-achievement of the sustainability of the project interventions in terms of their (i) effect on the communities and Sectors, (ii) emerging impact on the communities for both men and women in terms of the GCF fund level indicators, and (iii) against the WMO Global Framework for Climate Services (GFCS) as outlined in the Project's logframe / Results framework.
- Assess the difference that the activity made to the beneficiaries of the project. Provide an estimate as to how many people have benefitted this project.

#### **Networks and Linkages:**

- Evaluate the level, degree and representation by the beneficiaries and stakeholders in the implementation of the project.
- Examine the integration of the various project team members to work complementary to each other and ensure the linkages between the various outputs and activities.
- Assess the alignment of the project with Vanuatu's strategies and plans (e.g. national development strategy, climate change strategy, Sector strategies and plans), identifying linkages and opportunities for achievement of objectives / targets.
- Assess the project's knowledge management strategy and outreach and communications to all stakeholders.

#### **Lessons learnt / Conclusions:**

- Analyse areas for improved project planning, especially with respect to settling activities, delivery of activities, targets, relevance and capacity of institutions for project decision making and delivery.
- Identify significant lessons or conclusions which can be drawn from the project in terms of effectiveness (relevance and potential impact), efficiency, sustainability and networking. Special

attention may be given to the coping strategies developed by the project to maintain work momentum.

The MTR mission team is expected to review the following aspects of the Van-KIRAP project:

## 2.1. Project design

- Assess the value added of the project design approach
- Review the problems addressed by the Project, the underlying assumptions and the effect on achieving the project results as outlined in the project document;
- Appropriateness of the design to the current economic, institutional and environmental situation;
- Is the level of interaction and co-operation amongst the executing / delivery partners effective? Do the executing / delivery partners recognize themselves as active partners in a joint initiative? Do the partners take advantage of their individual capacities to reach optimized results?
- Review the project theory of change and determine if it provides the most effective route towards expected results;
- Relevance of the project to local climate information needs and priorities;
- Assess extent to which relevant gender issues and environmental and social safeguards were integrated in the project design;
- Results framework analysis:
  - Assess the project objectives, outcomes, indicators and targets and determine whether they are clear, practical, and feasible within the project time frame;
  - Undertake a critical analysis of the project's results, indicators and targets and determine if there are any specific revisions required for the remaining period;
  - Assess the development of the gender aspects of the project and if they are being monitored effectively.
- Sustainability considerations in project design;
- Recommend areas for improvement in the design of the project.

## 2.2. Project Implementation

- Implementation strategy: examine if, how and why the strategies contribute to the achievement of the expected project results chain;
- General implementation and management of Project components in terms of quality of inputs and activities, adherence to work plans and budgets, major factors which have facilitated or impeded the progress of the project implementation;
- A review of Project performance in relation to the indicators, assumptions and risks specified in the project documents;
- Review of the compliance to the legal Agreements and the various other implementing agreements signed in respect of the implementation of the project;
- Adequacy of management arrangements as well as monitoring and backstopping support to the project by all parties concerned;
- Assessment of the capacity, cooperation and performance project executing / delivery partners (SPREP CCR, VMGD, Sectors, CSIRO, BOM and APCC);
- An assessment of the functionality of the project Steering Committee and Technical Working Group;
- Review of project coordination and management arrangements including the effectiveness of monitoring and evaluation mechanisms, financial management; partnership strategy, risk identification and management system and communication.

### **2.3. Project progress in relation to Outputs, Outcomes and Impacts**

- Achievements to date of Van-KIRAP outputs and outcomes as compared with the end-of-project targets outlined in the project monitoring, evaluation and learning framework;
- Assess causality and attribution of results to Van-KIRAP project activities.
- Level of the awareness and ownership of the project by the stakeholders;
- Assess the likelihood of achieving project targets within the remaining project implementation period;
- Review aspects of the project that have already been successful, identify ways in which the project can further expand these benefits;
- Identify barriers to achieving the project objectives and targets in the remainder of the project;
- Identify significant unexpected effects, whether beneficial or detrimental.

### **2.4. Sustainability**

- Is there an exit/sustainability strategy in place?
- Assess the extent to which the interventions and benefits of the project will continue after the end of the current external funding.
- Is it likely that the benefits of the project (capacities developed; linkages, mutual learning and knowledge and experiences shared) are sustainable?
- To what extent does the project contribute to VMGD's capacity development?
- To what extent does the current national policy environment support the project? (e.g. are there any changes in policies and priorities that may affect the potential sustainability of the benefits)
- Is there any public or private sector policy support likely to continue after the project?

### **2.5. Learning**

- Identify good practices and lessons learned;
- Based on project successes, identify areas where knowledge generation and sharing is required;
- Documentation of the main challenges of Van-KIRAP and recommendations on how to overcome the challenges;
- Assess and document adaptive management in project management and implementation including how adaptive management lessons have been documented and shared with key partners;
- Identify what works, under what context and why for climate information services to the target Sectors and communities.
- Based on the findings and emerging lessons on what works in relation to climate information services integration and dissemination to Sectors and considering existing information on climate-related events in Vanuatu, recommend clear areas of focus for future programming.
- Based on what interventions has progressed with the identified community beneficiaries, document what learnings or issues are emerging from their perspective.

## **3. Methodology**

The consultancy team should propose the methodology to be used to carry out the review. The proposed methodology should address sufficiently the preliminary issues and questions outlined within the ToR, specifying the specific review issues, questions, methods of data collection and analysis that will be undertaken. It should encompass a combination of both qualitative and quantitative methods. It should also allow for wide consultation with all interested parties and stakeholders. It is suggested that the methodology should include, but not be limited to the following, but consultants must propose their own methodology and justify and explain that proposal. The mid-term review will consist of three activities:

a) *Document review*: The consultant will review of relevant project documents including, but not limited to:

- Project Annual Reports
- Project Six-monthly Progress Reports
- Activity Annual Work Plans
- Project budget documents
- Mission Aide Memoires
- Project Proposal Document
- Project Component technical annexes and concept papers
- Project Implementation Manual
- Project Management Briefing Documents
- Project Operating Manuals
- Project Six-monthly Progress Reports
- Funded Activity Agreement (FAA)
- Documentation on meeting conditions under the FAA
- Documentation relating to relevant Project committees e.g. terms of reference, minutes etc

b) *Field visits*: The field work shall focus on the project initiatives that have been undertaken in the six Provinces. During these visits, the consultant shall contact, amongst others, national and provincial government officials, local communities, private sector, local public institutions, non-governmental organisations (NGOs) and community-based organisations (CBOs).

The field visits are expected to be undertaken by the Vanuatu-based consultant and will be limited in scope (2-3 Provinces) due to limitations in the implementation of activities across all six Provinces and timeframes required to visit all Provinces and project sites. Due to continued travel restrictions to Vanuatu from COVID-19 it is recognised there will be no site visits involving external team members.

c) *Interviews*: Interviews (both face-to-face and virtual) will be conducted during the mission with relevant Project beneficiaries, stakeholders, partners, Advisory Board and Technical Steering Committee members as well as team members to obtain input, share insights and identify recommendations to improve Project performance. Appropriate questionnaires shall be developed by the Mission team and discussed with the Implementing Entity and Project Management team for approval (for Provincial field visits). Key informants will be drawn from the key project stakeholders including the beneficiary communities.

#### **4. Deliverables / Expected Outputs**

The Mission's findings and recommendations will be thoroughly discussed with SPREP, Green Climate Fund, Executing Entities, project partners and project management.

The Mission will complete and submit a draft final report in electronic format at the end of the mission. The Mission Leader will finalise the report in the light of comments / suggestions of stakeholders. The key outputs of the MTR are:

- a) **Inception Report**: The Mission team is expected to produce an inception report detailing the following:
- a. A comprehensive description of the consultant's understanding of the Terms of Reference and indicating any major inconsistency or deficiency in the Terms of Reference and proposed amendments.

- b. A detailed methodology for the review including the tools to be used in the review.
  - c. The proposed team members and a description of their respective roles.
  - d. A complete work plan for the entire review period.
  - e. A Draft Report Template containing Table of Contents for the final report.
- b) **MTR Draft Report:** The Mission team is expected to generate the first draft report by the end of the third week after inception of the assignment. This draft report will be presented and discussed with key stakeholders including the Implementing Entity, project team, steering committee, technical working group and the donor. Inputs from these discussions will be incorporated into the final report.
- c) **MTR Final Report:** The final report shall be submitted within two weeks of receiving comments on the draft report. The report should be logically structured, contain evidence-based findings, conclusions, lessons and recommendations, and should be free of information that is not relevant to the overall analysis. The report should respond in detail to the key focus areas described above. It should include a set of specific recommendations formulated for the project, and identify the necessary actions required to be undertaken, who should undertake those and possible timelines. The report shall be written in English.
- d) **A brief paper** documenting changes (if any) to be made to the Project Plan as well as SPREP's Project Document. This will be annexed to the MTR Report.
- e) **Presentation:** For presenting and discussing the draft final report interactively, the consultants will facilitate a virtual three-hour concluding workshop for the project stakeholders.

## 5. Qualifications of the Team

The MTR Mission will consist of at least a two-member team of consultants<sup>1</sup>, each with at least 12 years of experience related to international development / climate change projects. The team will consist of a Team Leader and at least one member of the team must be based in Vanuatu who will lead on the in-country stakeholder consultations. The team's experience should include:

- Prior experience in evaluating projects of a similar nature and scope;
- Experience in conducting mid-term reviews or end of project evaluations for donor agencies, including demonstrated experience in evaluation report writing in accordance with donor evaluation requirements;
- Experience in climate change adaptation or resilience, environmental science, natural resource management, or related social science fields (e.g. sociology, governance, policy);
- The Team Leader will have expertise in one of the technical areas listed above as well as expertise and demonstrated experience in designing evaluation methodology and data collection tools and demonstrated experience in leading similar reviews / evaluations;
- The role of the Team Leader will be defining the approach and methodology, guiding and managing the review team, leading the mid-term review mission, drafting and revising, as required, the MTR reports and debriefing and presenting the findings;
- Excellent English communication skills. It would be an advantage for the Vanuatu-based consultant to be fluent in Bislama.

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<sup>1</sup> Tenders may wish to include additional team members – experience and roles need to be clarified in the proposal. Note the team composition as submitted in the proposal is not subject to change.

The proposal should clearly outline each team member, their role or function within the team and their relevant experience.

## **6. Assessment Criteria**

Tenders will be assessed against the submission of a full proposal to include:

1. Proposed methodology to undertake the Mid-Term Review.
2. Proposed workplan including timelines to complete the deliverables (as outlined in Section 4).
3. Details of the review team including their role and experience (noting the minimum requirements of the team as outlined in Section 5).
4. CVs of the review team.
5. Financial proposal to outline all costs associated with the undertaking of the review including professional fees, Vanuatu-based travel costs to at least 2 sites (Santo and Efate), communications and miscellaneous costs inclusive of all taxes.

## **7. Schedule of the Assignment**

The review will be carried out for 30 working days and is scheduled to take place in the period between 3<sup>rd</sup> May 2021 and 30<sup>th</sup> June 2021. The consultant shall develop and submit a detailed schedule for the assignment and distribute the days accordingly among the different tasks.

## **8. Payment Schedule**

The consultant's consortium shall be paid the consultancy fees upon completion of the following milestones:

- 30% after submission and presentation of the inception report
- 40% after submission and presentation of the draft report
- 30% after the approval of the final report

The Agreement template outlining terms and conditions is attached to this tender for consortium's information and reference (Annex II).

## **9. Management arrangements for the Review**

The SPREP Implementing Entity Task Manager will have the overall management and coordination role of the review. The Task Manager will work with the Executing Entity's Project Management Units based in Vanuatu to facilitate the logistical requirements for consultants and setting up interviews and field visits.

## **Annex I: Van-KIRAP Project Logframe / Results Framework**

## PROJECT RESULTS (logic) FRAMEWORK (Updated February 2020)

This Results Framework is extracted from the approved project plan and is to be reviewed and updated annually in accordance with the GCF's [Performance Measurement Framework](#) under the [Results Management Framework](#).

Paradigm Shift Objectives and Impacts at the Fund level <sup>2</sup>						
Paradigm shift objectives						
<i>Increased climate-resilient sustainable development</i>	The project will contribute to the GCF Paradigm shift potential objectives in three measurable ways: (1) the project will transform policy, planning and information delivery processes in Vanuatu to incorporate best available CIS. This will ensure informed climate 'smart' decision-making to facilitate climate resilient development (including adaptation and DRR planning) processes, (2) the project will catalyze (through the development and demonstration of applied CIS) mainstream application of CIS in development processes on a sustainable, long-term basis and (3) the project will enhance and strengthen dissemination, awareness and understanding of CIS to communities improving their access and uptake of CIS for more climate impact resilient based planning and decision-making.					
Expected Result	Indicator	Means of Verification (MoV)	Baseline	Target		Assumptions
				Mid-term (if applicable)	Final	
Fund-level impacts						
	Total number of direct and indirect beneficiaries	<ul style="list-style-type: none"> <li>Project baseline user survey</li> <li>Project specific surveys (qualitative and quantitative), including socio-economic benefit (SEB) analysis at national economy/GDP scale</li> <li>CIS tools and information</li> <li>CIS bulletins</li> <li>Provincial verification of use of tools and information (i.e. user surveys, interviews and testimonials, reports etc)</li> </ul>	0	<p><b>Direct Beneficiaries</b></p> <p><b>Community engagement: (20% of target population)</b> Total: 8,730 Female: 4,302 Male: 4,276</p> <p><b>Agricultural Sector (50% of farmers):</b> Total: 142 farmers Female: tbd Male: tbd</p>	<p><b>Direct Beneficiaries</b></p> <p><b>Community engagement: (75% of population):</b> Total: 43,652 Female: 21,509 Male: 21,380</p> <p><b>Agricultural Sector:</b> Total: 285 farmers Female: tbd Male: tbd</p>	<p>1. Population of Vanuatu: 272,459. Female: 134,194; Male: 138,265 (2016 Census).</p> <p><b>Direct Beneficiaries:</b></p> <p>1. Community engagement: Population calculated as 58,202 (Female: 28,679; Male: 28,506) at Area Councils for proposed Provincial community engagement activities e.g. Climate Centres. Project reach is calculated on 75% of the</p>

<sup>2</sup> Information on the Fund's expected results and indicators can be found in its Performance Measurement Frameworks available at the following link (Please note that [some indicators are under refinement](#)): [http://www.gcfund.org/fileadmin/00\\_customer/documents/Operations/5.3\\_Initial\\_PMF.pdf](http://www.gcfund.org/fileadmin/00_customer/documents/Operations/5.3_Initial_PMF.pdf)

				<p><b>Fisheries Sector (50% of fishers):</b> Total: 746 fishers Female: tbd Male: tbd</p> <p><b>Water Sector (50% of target population):</b> Total: 3,967 Female: 1,963 Male: 2,004</p> <p><b>Indirect beneficiaries (25% of the population)</b> Total: 68,114 Female: 33,548 Male: 34,566</p>	<p><b>Fisheries Sector:</b> Total: 1,492 fishers Female: tbd Male: tbd</p> <p><b>Water Sector:</b> Total: 7,933 Female: 3,925 Male: 4,008</p> <p><b>Indirect beneficiaries</b> Total: 272,459 Female: 134,194 Male: 138,265</p>	<p>total population (assuming some people will not be reached, are in remote areas etc).</p> <ol style="list-style-type: none"> <li>2. There will be 12 Climate Centres, 2 per province.</li> <li>3. Agriculture sector: Number of farmers targeted through the case study. Does not include male / female breakdown. This will be determined at M&amp;E plan development.</li> <li>4. Fisheries sector: population provided for villages and census used for percentage of population engaged in fishing activities. Percentages applied to each of the villages. For Santo, focus is on Suranda area only. Census states 43.8% of HH in the Province are engaged in fisheries activities – project target calculates Suranda on 20% of HH / fishers in Province.</li> <li>5. Water sector: Total population of Luganville, Santos is 15,865 (Female: 7,850; Male: 8,015). Project assumption based on target of 50% of population will benefit</li> </ol>
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						<p>directly from the Flood Management Plan and Flood EWS.</p> <p>6. Tourism and Infrastructure are not included: these sectors are not targeting populations per se, beneficiaries will include tourism operators and Public Works with indirect beneficiaries being communities where infrastructure in future is built.</p> <p><b>Indirect Beneficiaries:</b></p> <p>1. Figures are based on the total Provincial population 272,459. Female: 134,194; Male: 138,265 (2016 Census), assuming project tools and information is disseminated widely through VMGD and Sectors at Provincial level.</p>
Number of beneficiaries relative to total population	<ul style="list-style-type: none"> <li>Project specific user surveys</li> <li>Activity based reporting, to collect numbers, particularly around engagement through the community climate change centers and case studies. Mid-term/final</li> <li>Recent data sourced from national systems (e.g. data collected by</li> </ul>	0%	<p><b>Direct Beneficiaries</b></p> <p><b>Community engagement:</b> Total: 3% Female: 3% Male: 3%</p> <p><b>Agricultural Sector</b> Total: 0.35%</p>	<p><b>Direct Beneficiaries</b></p> <p><b>Community engagement:</b> Total: 16% Female: 16% Male: 16%</p> <p><b>Agricultural Sector:</b> Total: 0.7%</p>	<p>1. Total population used is the total Province population (272,459). Figures have been calculated for agriculture and fisheries on HH.</p> <p>2. Water Sector: based on population of Luganville, Santos</p> <p>3. Agriculture Sector: based on HH of 55,527</p>	

		<p>the Vanuatu Chamber of Commerce – census data, household expenditure survey)</p> <ul style="list-style-type: none"> <li>• Vanuatu National Office of Statistics</li> <li>• Socio-economic benefit analysis at household economy scale</li> </ul>		<p><b>Fisheries Sector:</b> Total: 2.74%</p> <p><b>Water Sector:</b> Total: 25% Female: 25% Male: 25%</p> <p><b>Indirect beneficiaries</b> Total: 25% Female: 25% Male: 25%</p>	<p><b>Fisheries Sector:</b> Total: 5.48%</p> <p><b>Water Sector:</b> Total: 50% Female: 50% Male: 50%</p> <p><b>Indirect beneficiaries</b> Total: 100% Female: 100% Male: 100%</p>	<p>– 73% of HH involved in cropping activities (<a href="http://vnso.gov.vu">http://vnso.gov.vu</a>) = 30,540 HH</p> <p>4. One farmer = one HH</p> <p>5. Fisheries Sector: based on 49% of HH in Vanuatu involved in subsistence fishing = 27,208HH.</p> <p>6. One fisher = one HH</p>
<p><i>A1.0 Increased resilience and enhanced livelihoods of the most vulnerable people, communities and regions</i></p>	<p>A.1.1 Change in expected losses of lives and economic assets (US\$) due to the impact of extreme climate-related disasters in geographic area of GCF intervention</p>	<ul style="list-style-type: none"> <li>• Government reports from Vanuatu National Statistics Office</li> <li>• DMO reports</li> <li>• Official sources to cross check data e.g. World Bank, DFAT</li> <li>• Research reports or studies on SIS in Pacific and Caribbean – to provide estimates if no event occurs</li> <li>• Socio-economic benefit analysis at multiple levels (national to household economy scale) across all five sectors</li> </ul>	<p>US\$ 56.1m damage and loss to Agriculture sector caused by TC Pam</p>	<p>Not applicable Project not operational by mid term</p>	<p>Up to 50% reduction in cost of loss and damage to agricultural sector at household level and up to 5% reduction in loss of GDP at national economy scale</p>	<ul style="list-style-type: none"> <li>• An event (climate-related disaster) occurs</li> <li>• Value of assets does not increase over period between climate-related disasters</li> <li>• There is sufficient early warning of a potential disaster and people are able to better prepare and take avoidance action</li> <li>• SEB analysis is based on assumptions comparing (national to household level) economy with CIS application in decision-making by key stakeholders and without CIS (counterfactual) over time, as per methodology</li> </ul>
			<p>US\$ 88.1m damage and loss to Tourism sector caused by TC Pam</p>	<p>Not applicable Project not operational by mid term</p>	<p>50% reduction in cost of loss and damage to tourism sector</p>	

			11 lives lost due to TC Pam	Not applicable Project not operational by mid term	No loss of life	described by Newth et al (2017)
A2.0 Increased resilience of health and well-being, and food and water security	A2.2 Number of food-secure households (in areas/periods of climate change impact)	<ul style="list-style-type: none"> <li>Case study data and information on the uptake of CIS to support more productive and year-round production of food in communities associated with the climate change centers.</li> <li>Midterm /final evaluation &amp; SEB drawing on community surveys</li> <li>Vanuatu agricultural statistics</li> </ul>	0	888 HH	1,777 HH	<ul style="list-style-type: none"> <li>The agriculture and fisheries sectors have multiple case study sites focusing on food security.</li> <li>Based on number of farmers and fishers benefiting directly from the Project. One farmer / fisher = one HH</li> <li>Assumes 30,540 HH undertake cropping activities and 27,208 HH undertake fishing activities (2016 mini census)</li> </ul>

### H.1.2. Outcomes, Outputs, Activities and Inputs at Project/Programme level

Expected Result	Indicator	Means of Verification (MoV)	Baseline	Target		Assumptions
				Mid-term (if applicable)	Final	
<b>Project/ programme outcomes</b>	<b>Outcomes that contribute to Fund-level impacts</b>					
	Number of CIS-based technologies and innovative solutions transferred or licensed at sectoral level to promote climate resilience in direct and indirect beneficiaries as a result of Fund support	<ul style="list-style-type: none"> <li>Procurement documents, instrument manuals and Installation &amp; commission reports</li> <li>Progress reports</li> <li>M&amp;E Plan and reports illustrating use and impact</li> </ul>	Rain gauges, river gauges, CLEWS	At least one and up to 4 technologies or solutions procured, developed and implemented supporting climate resilience at Sector and Community level	At least two and up to 8 technologies or solutions procured, developed and implemented supporting climate resilience	<ul style="list-style-type: none"> <li>Technologies refers to observational networks (AWS, ocean buoys, river gauges etc), CIS DSS (e.g. Apps, Portals), transfer of information to Next / end-users (e.g Sectors and Communities)</li> </ul>

					at Sector and Community level	
A5.0 <i>Strengthened institutional and regulatory systems for climate-responsive planning and development</i>	A5.1 Institutional systems that improve incentives for climate resilience and their effective implementation	<ul style="list-style-type: none"> <li>• CIS Action and Communications Plans</li> <li>• Project specific surveys</li> <li>• Reports from Community Center activities</li> <li>• Reports from Case study activity</li> <li>• minutes</li> <li>• Project Steering Committee</li> <li>• Annual project M&amp;E review and report</li> <li>• Institutional level capacity building activities for target CIS users, focal points, advocacies etc from tailored CIS training workshops, training courses etc</li> </ul>	<p>Limited or ineffectual institutional links between VMGD and Sectors strengthened through improved dissemination and coordination of CIS</p> <p>Limited traditional knowledge and climate science combined to inform target Communities)</p> <p>CIS-based capacity mapping of sectoral decision-makers over time for the course of the project</p>	<p>Collaboratory links established between VMGD and Sectors with initial information flow commencing</p> <p>Min. 20% and up to 50% of Community climate centres established and operational</p> <p>Sector coordinators and immediate teams have accredited CIS capacity and being applied in case studies</p>	<p>Sectors are utilising CIS on in their decision-making and planning on mainstream basis across their business</p> <p>Sector protocols implemented for receipt and dissemination of CIS including as specified in relevant sector strategic and/or management plans and associated annual work plans</p> <p>Demonstrated use of TK and climate science into community level actions</p>	<ul style="list-style-type: none"> <li>• The project focuses only on improving current institutional systems, i.e. to incorporate use of CIS into strategic and/or operational decision-making</li> <li>• Sector authorities are willing to adopt new mechanisms to ensure mainstreaming of CIS in planning and decision making.</li> <li>• Core national baseline data relevant to specified indicators are available and accessible for relevant sectors</li> <li>• Project-based activity designed to undertake triple bottom-line (SEB) assessment of project impact is appropriately resourced and implemented</li> <li>• Project level scope and scale of project-based activity, including capacity development, is sufficient to realize expected sustainable project level outcomes and impacts</li> </ul>

		<ul style="list-style-type: none"> <li>• CIS Action and Communications Plans</li> <li>• Project specific surveys</li> <li>• Reports from Community Center activities</li> <li>• Reports from Case study activity</li> <li>• minutes</li> <li>• Project Steering Committee</li> <li>• Annual project M&amp;E review and report</li> </ul>	0 SEB Database	0 SEB Database developed - (Project not fully operational by midterm)	1 SEB Database developed and used to develop Business Case	
	A5.2. Number and level of effective coordination mechanisms	<ul style="list-style-type: none"> <li>• CIS Action and Communications Plans</li> <li>• Project specific surveys</li> <li>• Reports from Community Center activities, including project centric engagements and activities with target users/user groups, networks etc</li> <li>• Reports from Case study activity including project centric engagements and activities with target users/user groups, networks etc</li> <li>• Minutes of meetings</li> <li>• Project Steering Committee</li> <li>• Annual project M&amp;E review and report</li> </ul>	0 Sector Coordinators	5 sector coordinators able to initiate sector coordination and implement case studies	5 sector coordinators able to provide guidance on application of CIS information and guide the development of sectoral plans, and complete case studies.	<ul style="list-style-type: none"> <li>• The project focuses only on improving current institutional systems (i.e. to incorporate use of CIS) through developing and demonstrating real-time CIS applications as part of agreed case studies,</li> <li>• Sector authorities are willing to adopt new mechanisms to ensure mainstreaming of CIS in planning and decision making, initially as part of case studies and in longer term mainstreamed as part of core business.</li> <li>• Core national baseline data relevant to specified indicators are available and accessible for relevant sectors</li> </ul>
			0 VMGD-Sector MoUs / VMGD fragmented and one-way communication with sectors on CIS	5 VMGD-Sector MOUs / VMGD able to initiate case studies and coordinate regular communication with 5 sectors on CIS needs and initiate applications as part of case studies	5 VMGD-Sector MOUs / VMGD able to coordinate development and delivery of CIS according to 5 sectors feedback and needs and demonstrate applications and impacts and ongoing capacity as part of completed case studies	

			0 VMGD and Sector coordination of CIS delivery in 0 communities	50% of all case study sites and Community Climate Centres established and utilising CIS	100% of case study sites and Community Climate Centres established and utilising CIS	<ul style="list-style-type: none"> <li>Project-based SEB activity designed to undertake triple bottom-line assessment of project impact is appropriately resourced and implemented</li> <li>Project level scope and scale of project-based activity, including capacity development, is sufficient to realize expected sustainable project level outcomes and impacts</li> </ul>
A6.2 Use of climate information products /services in decision making in climate- sensitive sectors	<ul style="list-style-type: none"> <li>Project specific survey</li> <li>Project specific survey (e.g. randomized/facebook)</li> <li>Case study data and information (e.g. infrastructure and tourism)</li> <li>Delivery Partner outputs e.g hazard maps, climate data and portals, downscaling</li> <li>Socio-economic Benefit (SEB) analysis</li> </ul>	<p>Few Sectors are utilising CIS in clear decision-making examples</p> <p>Baseline for SEB is counterfactual scenario i.e. decision-making to inform climate action without CIS</p>	Five examples of use of Project CIS outputs into sector policies, planning, guidelines and / or investment decisions i.e. one example by way of case study for each of five sectors	Up to 25 examples of use of Project CIS outputs into sector policies, planning, guidelines and / or investment decisions i.e. up to five examples by way of case study outputs for each of five sectors	<ul style="list-style-type: none"> <li>Sector authorities and associated direct beneficiaries are willing to adopt new governance, institutional, regulatory and other mechanisms to ensure mainstreaming of CIS in planning and decision making</li> <li>Only 200 Government and NGOs are using the climate bulletins and data. This is 0.06% of the Vanuatu population</li> <li>Five-25 examples is based on target sector case studies. At least one-five example per Sector.</li> </ul>	

A7.0 <i>Strengthened adaptive capacity and reduced exposure to climate risks</i>	A7.1 Use by vulnerable households, communities, businesses and public-sector services of Fund-supported tools, instruments, strategies and activities to respond to climate change and variability	<ul style="list-style-type: none"> <li>Data and information collected associated with the sector specific case studies and activity data and information demonstrating uptake of CIS</li> <li>Project specific surveys – scorecards</li> <li>Evaluative/baseline studies associated with the development and application of the project CLEWS</li> <li>Socio-economic Benefit (SEB) analysis</li> </ul>	<p>0% of beneficiaries say they use project tools/instruments/strategies, instruments or activities and have improved response to climate change and variability</p> <p>Baseline for SEB is counterfactual scenario i.e. decision-making to inform climate action without CIS</p>	Min. 10% and up to 20% of target beneficiaries say they use project tools/instruments/strategies/instruments or activities and have improved response to climate change and variability	Min. 40% and up to 60% of target beneficiaries say they use project tools/instruments /strategies/instruments or activities and have improved response to climate change and variability	<ul style="list-style-type: none"> <li>Target beneficiaries are directly linked to sectoral case studies</li> <li>Vulnerable communities prioritize CIS engagement and knowledge to improve their preparedness and resilience to climate hazards</li> <li>Sector authorities are willing to adopt new governance, institutional, regulatory and other mechanisms to ensure mainstreaming of CIS in planning and decision making</li> <li>Only 200 Government and NGOs are using the climate bulletins and data. This is 0.06% of the Vanuatu's population</li> </ul>
	A7.2 Number of males and females reached by climate related early warning systems and other risk reduction measures established /strengthened	<ul style="list-style-type: none"> <li>Sarakata Flood EWS and Flood Management &amp; Response Plan</li> <li>Progress reports</li> <li>Surveys</li> <li>Socio-economic Benefit (SEB) analysis</li> </ul>	<p>Female: 0 Male: 0 beneficiaries accessing EWS or risk reduction measures</p> <p>Baseline for SEB is counterfactual scenario i.e. decision-making to inform climate action without CIS</p>	Total: 3,967 Female: 1,963 Male: 2,004	Total: 7,933 Female: 3,925 Male: 4,008	<ul style="list-style-type: none"> <li>Total number of beneficiaries for Sarakata EWS is 50% of Luganville population (15,865)</li> <li>Assuming 50% of the population is not affected by flooding</li> <li>Increasing number of people do not move into the flood plain area</li> </ul>

						<ul style="list-style-type: none"> <li>Existing investment of public and private infrastructure assets remains same or increases over time</li> </ul>
<p><i>A8.0 Strengthened awareness of climate threats and risk-reduction processes</i></p>	<p>A8.1 Number of males and females made aware of climate threats and related appropriate responses</p>	<ul style="list-style-type: none"> <li>Data and information associated with case studies and Climate Centers and other activities to be explored and verified through evaluations.</li> <li>Project specific survey</li> <li>Climate Centre reports and surveys</li> <li>Workshop reports and records</li> <li>Communication tools, products etc</li> <li>CIS tools and products</li> <li>Surveys and interviews</li> <li>Analysis of user data for project portal, websites, phone apps etc for accessing CIS</li> <li>Socio-economic Benefit (SEB) analysis</li> </ul>	<p>0</p> <p>Baseline for SEB is counterfactual scenario i.e. decision-making to inform climate action without CIS</p>	<p><b>Direct Beneficiaries</b></p> <p>Total: 13,585 Female: 6,265 Male: 7,168</p> <p><b>Indirect Beneficiaries</b></p> <p>Total: 68,114 Female: 33,548 Male: 34,566</p>	<p><b>Direct Beneficiaries</b></p> <p>Total: 53,362 Female: 25,434 Male: 27,165</p> <p><b>Indirect Beneficiaries</b></p> <p>Total: 272,459 Female: 134,194 Male: 138,265</p>	<ul style="list-style-type: none"> <li>Beneficiaries = total of communities (ie. Climate centres), agriculture, fisheries and water sector beneficiaries</li> <li>Male only in agriculture and fisheries sectors</li> <li>Communication networks between VMGD, Sectors and Communities is in place</li> <li>Sex disaggregated census data is available from the Government and/or from further surveys/analysis (including SEB analysis)</li> </ul>

Expected Result	Indicator	Means of Verification (MoV)	Baseline	Target		Assumptions
				Mid Term	Final	
<b>Project/programme outputs</b> (Project Component outputs)	<b>Outputs that contribute to outcomes</b>					
Output 1.1. Strengthening climate information services through data and interfaces	Climate data digitised, homogenized and uploaded into the VMGD portals	<ul style="list-style-type: none"> <li>• CLiDE and Pacific Climate Change Data Portal updated with new data</li> <li>• Tropical Cyclone data portal updated</li> </ul>	Portals established but do not have old data	100% of old data records digitised and uploaded into portals	New data generated by Project uploaded into portals	<ul style="list-style-type: none"> <li>• ICT platform will be enough to support proposed functions and platforms</li> <li>• VMGD has the capacity to maintain and operate system</li> </ul>
	VMGD IT platform upgraded	<ul style="list-style-type: none"> <li>• IT platform upgraded with hardware and software</li> <li>• ICT Assessment Report</li> <li>• Activity report</li> </ul>	IT platform in place but without hardware and software to support data and portals	Operational ICT system in place to support DSS tools and processes	ICT system maintained	<ul style="list-style-type: none"> <li>• ICT platform will be enough to support proposed functions and platforms</li> <li>• VMGD has the capacity to maintain and operate system</li> </ul>
	User interfaces have been strengthened to support CIS decision-making	<ul style="list-style-type: none"> <li>• CLEWS is operational</li> <li>• Progress reports</li> </ul>	CLEWS is established however requires new software applications	Software applications modified and operational	CLEWS is operational with new data	<ul style="list-style-type: none"> <li>• VMGD have capacity to continue development of CLEWS</li> </ul>
		<ul style="list-style-type: none"> <li>• Vanuatu Climate Futures portal</li> <li>• Progress reports</li> </ul>	No Vanuatu Climate Futures portal in place	Beta version of VCFP IT platform established and under testing	Vanuatu Climate Futures portal which will provide access to information on climate change relevant to planning and decision-making for the five priority sectors	<ul style="list-style-type: none"> <li>• VMGD and Sectors will utilise the Portal</li> <li>• Next / end-users will be involved in testing of the portal</li> </ul>
Output 1.2. Research, modelling and prediction to support CIS tools and uptake	Three observational networks established and operational	<ul style="list-style-type: none"> <li>• Field reports illustrating Equipment installed and functioning</li> </ul>	Limited observational	Equipment for observational networks procured,	Data from observational networks utilised in	<ul style="list-style-type: none"> <li>• VMGD have the capacity to procure and install the</li> </ul>

		<ul style="list-style-type: none"> <li>• Progress reports</li> <li>• Management Plans</li> <li>• Monitoring reports</li> <li>• Climate models</li> </ul>	networks in sites	installed and transmitting data to VMGD and Sectors	at least three VMGD and/or Sector monitoring networks, climate models and Management Plans	<ul style="list-style-type: none"> <li>• observational equipment</li> <li>• Monitoring and analysis of data will be seamless and linked to current systems</li> <li>• Data from observational networks will be available to Sectors and utilised in CIS development</li> </ul>
	Seasonal climate forecasts have improved utility and functionality	<ul style="list-style-type: none"> <li>• Standard Operating Procedures</li> <li>• Station datasets</li> <li>• Downscaled end-user products</li> </ul>	Limited to no seasonal climate forecasts and products	Methodology and SOPs developed for seasonal impact forecasts for priority sectors	At least two seasonal climate forecast products produced and used by end-users	<ul style="list-style-type: none"> <li>• VMGD and Sectors will utilise the products in decision-making</li> </ul>
	Long-term projections developed	<ul style="list-style-type: none"> <li>• Global Climate model projections</li> <li>• CIS applications and products</li> <li>• Progress reports</li> </ul>	Limited to no long-term projections available	Modelling framework and downscaled CIS developed	At least two CIS products utilising projections and data and available from the user interface platform	<ul style="list-style-type: none"> <li>• Sectors will utilise the model in their case studies</li> </ul>
	Risk-based coastal and climate hazard mapping undertaken for Vanuatu	<ul style="list-style-type: none"> <li>• Model</li> <li>• CIS products</li> <li>• Sector plans / policies</li> <li>• Progress Reports</li> </ul>	Limited to no hazard maps in use for decision making	<ul style="list-style-type: none"> <li>(i) Climate hazard hotspots identified and mapped</li> <li>(ii) Data incorporated into sector case studies</li> </ul>	<ul style="list-style-type: none"> <li>(i) Modelling framework developed</li> <li>(ii) At least two CIS products utilising data developed</li> <li>(iii) At least two Sectors utilising data generated from activity in decision-making and / or plans</li> </ul>	<ul style="list-style-type: none"> <li>• Sectors will utilise the model in their case studies</li> </ul>
	Vulnerability mapping of the coastal zone in Vanuatu completed for target areas	<ul style="list-style-type: none"> <li>• Biogeochemical and hydrodynamic model for coastal areas</li> <li>• CIS products</li> <li>• Progress reports</li> </ul>	Limited to no hazard maps in use for decision making	<ul style="list-style-type: none"> <li>(i) Modelling framework established, and data collected and analysed</li> </ul>	<ul style="list-style-type: none"> <li>(i) Biogeochemical and hydrodynamic model developed</li> <li>(ii) Ocean acidification and marine impact</li> </ul>	<ul style="list-style-type: none"> <li>• Sectors will utilise the model in their case studies</li> </ul>

					projection maps developed (iii) At least two demonstrations of the model information used in Sector decision making / planning	
	Agro-met predictions for cropping systems developed	<ul style="list-style-type: none"> <li>• VaCSA platform</li> <li>• Crop-climate Diary App</li> <li>• Agro-met data analysis report</li> <li>• Standard Operating Procedures</li> <li>• Progress Reports</li> <li>• Training reports</li> </ul>	No agro-met predictions in place and no tools available	<ul style="list-style-type: none"> <li>(i) VaCSA prototype installed</li> <li>(ii) Agriculture sector baseline assessment undertaken</li> </ul>	<ul style="list-style-type: none"> <li>(i) Crop-climate Diary mobile App available for download</li> <li>(ii) VaCSA operational and integrated with Crop-climate Diary</li> </ul>	<ul style="list-style-type: none"> <li>• Farmers will utilise the App</li> </ul>
Output 2.1. CIS implemented within target sectors	Agricultural practices strengthened through the use of climate information services to improve crop production	<ul style="list-style-type: none"> <li>• Agriculture demonstration sites</li> <li>• CIS tools and products for agricultural sector</li> <li>• Climate change projections for the agriculture sector</li> <li>• Threshold analysis and report</li> </ul>	Limited to no scope and scale for crop testing against climate impacts	<ul style="list-style-type: none"> <li>(i) Demonstration sites established for case studies</li> <li>(ii) Climate change projections developed</li> </ul>	<ul style="list-style-type: none"> <li>(i) Demonstration of CIS-Sector related products utilised in decision-making on-ground for all relevant provinces</li> <li>(ii) Analysis and report on findings for testing thresholds for crops in all relevant provinces</li> </ul>	<ul style="list-style-type: none"> <li>• CIS can be adapted to and/or assimilated into and implemented as part of existing sectoral strategies, management plans, work plans etc</li> <li>• Findings from field sites can be scaled up across other agricultural regions in Vanuatu</li> <li>• Sector will work closely to incorporate findings from Activity 1.2.6</li> </ul>
	Fisheries sector is strengthened through the use of CIS in MPA Management Plans	<ul style="list-style-type: none"> <li>• MPA Management Plans</li> <li>• Progress reports</li> <li>• Training reports</li> </ul>	Limited fisheries plans in place and restricted to specific areas	<ul style="list-style-type: none"> <li>(i) Draft Management Plans for case study sites</li> <li>(ii) undertaken in at least 3 communities</li> </ul>	<ul style="list-style-type: none"> <li>(i) Management Plans finalised and in place for demonstration sites in all relevant provinces</li> <li>(ii) Communities are applying CIS to facilitate practice change in multiple activities</li> </ul>	<ul style="list-style-type: none"> <li>• CIS can be adapted to and/or assimilated into and implemented as part of existing sectoral strategies, management plans, work plans etc</li> <li>• Sub-sectoral planning (e.g. MPA Management Plans) will be effectively</li> </ul>

						<p>modified and implemented</p> <ul style="list-style-type: none"> <li>• MPA Mngt Plans are an effective mechanism for climate adaptation for fisheries</li> </ul>
	<p>Vanuatu infrastructure design strengthened utilising climate data in the design and construction phases</p>	<ul style="list-style-type: none"> <li>• PW Design Standards</li> <li>• Progress reports</li> </ul>	<p>No existing software or data to predict flood prone areas, flood levels, high or king tide levels at specific infrastructure sites or locations</p>	<p>For case study sites: (i) Database on bathymetric and topographic data developed (ii) Coastal inundation maps developed</p>	<p>For all of Vanuatu: Design Standards for Infrastructure updated, and Public Works Department engineers trained in new standards and climate information</p>	<ul style="list-style-type: none"> <li>• CIS can be adapted to and/or assimilated into and implemented as part of existing sectoral strategies, management plans, work plans etc</li> <li>• Public Works executives support revision of Design Standards</li> <li>• Government ensures all future construction adheres to Design Standards and uses climate change information in design and construction</li> <li>• CSIRO and Sector will work effectively together to produce required maps</li> </ul>
	<p>Improved water management and security in the Sarakata catchment</p>	<ul style="list-style-type: none"> <li>• Flood Management &amp; Response Plan</li> <li>• Flood Early Warning System</li> <li>• Progress Reports</li> </ul>	<p>No Flood Management Plan or EWS in place</p>	<p>(i) Draft Flood Management &amp; Response Plan developed and/or modified to incorporate CIS input (ii) Integrated Water Management Committee established and operational to facilitate CIS-</p>	<p>For all relevant provinces: (i) Flood Management &amp; Response Plan implemented incorporating CIS (ii) Flood Early Warning System in place incorporating CIS. (iii) Water management decisions utilising CIS from the</p>	<ul style="list-style-type: none"> <li>• CIS can be adapted to and/or assimilated into and implemented as part of existing sectoral strategies, management plans, work plans etc</li> <li>• Flood Management Plan and EWS can only be “tested” if there is a flood during project life and whilst these have been established</li> </ul>

				based decision-making (iii) Operational groundwater model developed and/or adapted for application as part of case study	groundwater modelling	
	Tourism sector is utilising climate information services in decision-making	<ul style="list-style-type: none"> <li>• Standard Operating Procedures</li> <li>• Maps / models of future 'hotspots'</li> <li>• Progress reports</li> <li>• Tourism investment report</li> </ul>	Zero baseline	<ul style="list-style-type: none"> <li>(i) Standard Operating Procedures for local tourism bungalow design developed and/or modified to incorporate CIS input</li> <li>(ii) Tourism 'hotspots' identified and mapped</li> </ul>	For all relevant provinces: (i) Evidence of tourism operators utilising the SOPs (ii) Report on future tourism investment opportunities tabled with private and public sector (iii) Evidence of tourism operators utilising CIS tools e.g. EWS	<ul style="list-style-type: none"> <li>• CIS can be adapted to and/or assimilated into and implemented as part of existing sectoral strategies, management plans, work plans etc</li> <li>• Sector will effectively engage with tourism operators</li> <li>• Government and private investors will see value in report outlining future projections and hotspots and use for decision-making</li> </ul>
Output 2.2. CIS is incorporated into community practices	Communities are engaged and utilising CIS at 12 sites	<ul style="list-style-type: none"> <li>• Climate Centres</li> <li>• Progress reports</li> <li>• Surveys and interviews</li> </ul>	Counterfactual : No communities are engaged through the project No climate centres established	(i) 50% (6) of Climate Centres are established and operational	(i) 100% (12) Climate Centres established and operational beyond life of project (ii) Communities perceive benefit from the information provided	<ul style="list-style-type: none"> <li>• Communities are not receiving CIS or climate related information frequently and / or not using information in decision-making</li> <li>• It will be possible to establish 12 Centres over life of project and ensure flow of information to remote areas</li> </ul>

Output 2.3. Socio-economic benefit analysis for Vanuatu utilising the customised Pacific CIS cost-benefit framework is produced	A SEB on return on investment in climate information services is utilised in decision-making	<ul style="list-style-type: none"> <li>• SEB Database</li> <li>• Annual SEB reports</li> <li>• Progress reports</li> </ul>	SEB baseline is counterfactual scenario where CIS is not available and / or is not routinely applied as mainstream evidence-base for decision-making to inform climate action	<ul style="list-style-type: none"> <li>(i) SEB database established and populated</li> <li>(ii) At least one SEB report produced</li> </ul>	Vanuatu Government utilised SEB to develop business case for continued funding of CIS	<ul style="list-style-type: none"> <li>• Vanuatu Government will utilise the SEB to develop a business case for investment in CIS on longer-term basis (i.e. post project)</li> </ul>
Output 3.1. Traditional knowledge is incorporated into climate information services in Vanuatu	CIS tools and products incorporate TK and climate science and uptake by communities	<ul style="list-style-type: none"> <li>• TK Strategy</li> <li>• Progress reports</li> <li>• TK Database</li> <li>• CIS tools and materials incorporating TK and science</li> </ul>	TK networks established through CoSPACC and some data collected and analysed	<ul style="list-style-type: none"> <li>(i) TK strategy implemented and TK data observational network in place.</li> <li>(ii) At least one example of TK data collected and integrated into CIS tools</li> </ul>	(i) At least four CIS tools or products incorporating TK and climate science and utilised by communities	<ul style="list-style-type: none"> <li>• TK is being collected via CoSPACC however no climate science is being integrated with the TK to develop community-level tools, information products etc</li> </ul>
Output 3.2. Developing CIS tools and information products for target end-users	Decision support tools are developed and in use by Sectors and communities	<ul style="list-style-type: none"> <li>• Progress reports</li> <li>• CIS tools and products</li> <li>• Interviews and surveys of Next / end-users as part of project ME&amp;L</li> </ul>	No project-developed tools	At least one CIS tool is developed and being tested with Next / end-users as part of each of five sectoral case studies	(i) At least five CIS decision support tools developed, tested and utilised in the five target Sectors for target user communities	<ul style="list-style-type: none"> <li>• CIS tools refer to new and/or value-added tools and products developed under the Project and not prior products / tools</li> </ul>
Output 3.3. Implementing knowledge management, engagement and outreach across sectors and communities	CIS tools and information is used to strengthen Sectors and communities to climate change impacts	<ul style="list-style-type: none"> <li>• KM &amp; Communication strategy</li> <li>• Awareness materials and campaigns</li> <li>• CIS tools and products</li> <li>• Social media / website</li> <li>• Media stories</li> <li>• Progress reports</li> </ul>	No Strategy developed and in place. No project-developed tools and information	<ul style="list-style-type: none"> <li>(i) KM &amp; Communication Strategy developed</li> <li>(ii) At least 10 awareness materials and / or campaigns undertaken</li> </ul>	<ul style="list-style-type: none"> <li>(i) 40 campaigns to promote CIS to Next / end-users</li> <li>(ii) 50% of respondents perceive benefit from the Project CIS tools and products, and</li> </ul>	<ul style="list-style-type: none"> <li>• 'Campaign' means product, tool, social media campaign, media, community awareness sessions etc</li> </ul>

		<ul style="list-style-type: none"> <li>• Interviews and surveys of Next / end-users as part of project level ME&amp;L</li> </ul>			knowledge products	
Output 4.1. Institutional capacity to implement CIS across sectors strengthened	Sectors are using CIS in their decision-making	<ul style="list-style-type: none"> <li>• Review reports and recommendations</li> <li>• Sector Communication &amp; Action Plans</li> <li>• Progress reports</li> <li>• Surveys and interviews</li> </ul>	Little to no uptake / dissemination of CIS from VMGD to Sectors	At least 25 and up to 50% of recipients perceive benefit from training and utilising it in their workplace	At least 50 and up to 75% of recipients perceive benefit from training and utilising it in their workplace	<ul style="list-style-type: none"> <li>• Sectors are not utilising CIS in their planning</li> <li>• VMGD to strengthen institutional links to Sectors</li> </ul>
Output 4.2. Training of personnel leads to strengthening of institutional capacity	Capacity and knowledge of climate change and CIS is improved within VMGD and targeted Sectors	<ul style="list-style-type: none"> <li>• Training reports</li> <li>• Training packages</li> <li>• Progress reports</li> <li>• Surveys and interviews</li> </ul>	Prior training packages have been developed under CoSPACC	At least 25 and up to 50% of recipients perceive benefit from training and utilising it in their workplace	At least 50 and up to 75% of recipients perceive benefit from training and utilising it in their workplace	<ul style="list-style-type: none"> <li>• Prior training courses have not targeted current staff</li> </ul>

## Reporting Against WMO GFCS

WMO GFCS	Expected Result	Indicator	Means of Verification (MoV)	Baseline	Target	
					Mid Term	Final
<b>Components of GFCS</b>	<b>Project/programme outputs</b> (Project Component outputs)	<b>Outputs that contribute to outcomes</b>				
<p>The five structural components of the GFCS are integral to the design, implementation and evaluation of the Van KIRAP project, with key elements of the project's scope of work across Outputs 1-5 mapping directly to relevant activities and associated KPIs for each of these five components as outlined below. In particular, Output 2.3. <i>Socio-economic benefit analysis for Vanuatu utilising the customised Pacific CIS cost-benefit framework</i>, is a key activity which will be used by the project to undertake analysis of the socio-economic costs and benefits of the delivery and application of CIS for Van KIRAP across all elements of the GFCS components. This analysis is based on the framework developed specifically for Van KIRAP (Newth et al, 2017) as part of the GCF Readiness Project for Vanuatu. It is based on assessment using established economic modelling capability to produce both quantitative (standardised econometrics) and qualitative data output to align with and inform the Log Frame, as an adjunct measure of impact in addition to the other indicators and MOVs/targets etc referred in this Log Frame. In particular it should be noted that the design of this cost-benefit framework makes specific reference to the GFCS and is appropriately aligned with each of the five key components of the GFCS. In this context it is noted that the GFCS is a fully integrated framework based on a number of critical interdependent functions between the five designated components but that the cost-benefit impacts are best evaluated cumulatively rather than individually. In practice therefore for the Van KIRAP project, in addition to addressing KPIs outlined below which are specific to each of the five GFCS components, the Pacific CIS Cost-Benefit Framework will assess cost-benefit impact from CIS delivery cumulatively across all five components of the GFCS disaggregated at national economy, household economy and across gender and sector where appropriate.</p>						
<b>User Interface Platform:</b> Users can make their voices heard through the Platform and make sure climate services are relevant to their needs.	Output 2.1. CIS implemented within target sectors	Agricultural practices strengthened through the use of climate information services to improve crop production	<ul style="list-style-type: none"> <li>• Agriculture demonstration sites</li> <li>• CIS tools and products for agricultural sector</li> <li>• Climate change projections for the agriculture sector</li> </ul> Threshold analysis and report	Limited to no scope and scale for crop testing against climate impacts	(i) Measurable sector-specific user access of Van KIRAP Portal for CIS (ii) Demonstration sites established (iii) Climate change projections developed	(i) Significant increase measured in sector specific user access of VK portal for CIS (ii) Demonstration of CIS-Sector related products utilised in decision-making on-ground (iii) Analysis and report on findings for testing thresholds for crops
		Fisheries sector is strengthened through the use of CIS in MPA Management Plans	<ul style="list-style-type: none"> <li>• MPA Management Plans</li> <li>• Progress reports</li> <li>• Training reports</li> </ul>	Limited fisheries plans in place and restricted to specific areas	(i) Measurable sector-specific user access of Van KIRAP Portal for CIS (ii) Draft Management	(i) Significant increase measured in sector specific user access of VK portal for CIS (ii) Management Plans finalised and

					Plans for case study sites (ii) undertaken in at least 3 communities	in place for demonstration sites in all relevant provinces (iii) Communities are applying CIS to facilitate practice change in multiple activities
	Vanuatu infrastructure design strengthened utilising climate data in the design and construction phases	<ul style="list-style-type: none"> <li>• PW Design Standards</li> <li>• Progress reports</li> </ul>	No existing software or data to predict flood prone areas, flood levels, high or king tide levels at specific infrastructure sites or locations	<ul style="list-style-type: none"> <li>(i) Measurable sector-specific user access of Van KIRAP Portal for CIS</li> <li>(ii) Database on bathymetric and topographic data developed</li> <li>(iii) Coastal inundation maps developed</li> </ul>	<ul style="list-style-type: none"> <li>(i) Significant increase measured in sector specific user access of VK portal for CIS</li> <li>(ii) Design Standards for Infrastructure updated, and Public Works Department engineers trained in new standards and climate information</li> </ul>	
	Improved water management and security in the Sarakata catchment	<ul style="list-style-type: none"> <li>• Flood Management &amp; Response Plan</li> <li>• Flood Early Warning System</li> <li>• Progress Reports</li> </ul>	No Flood Management Plan or EWS in place	<ul style="list-style-type: none"> <li>(i) Measurable sector-specific user access of Van KIRAP Portal for CIS</li> <li>(ii) Draft Flood Management &amp; Response Plan developed and/or modified to incorporate CIS input</li> <li>(iii) Integrated Water Management Committee established and operational to facilitate CIS-</li> </ul>	<ul style="list-style-type: none"> <li>(i) Significant increase measured in sector specific user access of VK portal for CIS</li> <li>For all relevant provinces: <ul style="list-style-type: none"> <li>(i) Flood Management &amp; Response Plan implemented incorporating CIS</li> <li>(ii) Flood Early Warning System in place incorporating CIS.</li> <li>(iii) Water management</li> </ul> </li> </ul>	

					based decision-making (iii) Operational groundwater model developed and/or adapted for application as part of case study	decisions utilising CIS from the groundwater modelling
		Tourism sector is utilising climate information services in decision-making	<ul style="list-style-type: none"> <li>• Standard Operating Procedures</li> <li>• Maps / models of future 'hotspots'</li> <li>• Progress reports</li> <li>• Tourism investment report</li> </ul>	Zero baseline	<ul style="list-style-type: none"> <li>(i) Measurable sector-specific user access of Van KIRAP Portal for CIS</li> <li>(ii) Standard Operating Procedures for local tourism bungalow design developed and/or modified to incorporate CIS input</li> <li>(iii) Tourism 'hotspots' identified and mapped</li> </ul>	<ul style="list-style-type: none"> <li>(i) Significant increase measured in sector specific user access of VK portal for CIS</li> <li>(ii) Evidence of tourism operators utilising the SOPs</li> <li>(iii) Report on future tourism investment opportunities tabled with private and public sector</li> <li>(iv) Evidence of tourism operators utilising CIS tools e.g. EWS</li> </ul>
	Output 2.2. CIS is incorporated into community practices	Communities are engaged and utilising CIS at 12 sites	<ul style="list-style-type: none"> <li>• Climate Centres</li> <li>• Progress reports</li> <li>• Surveys and interviews</li> </ul>	No communities are engaged through the project No climate centres established	(i) 50% (6) of Climate Centres are established and operational	<ul style="list-style-type: none"> <li>(i) 100% (12) Climate Centres established and operational beyond life of project (ii) Communities perceive benefit from the information provided</li> </ul>

<b>Climate Services Information System:</b> The production and distribution system for climate data and information products that address user needs.	Output 1.1. Strengthening climate information services through data and interfaces	Climate data digitised, homogenized and uploaded into the VMGD portals	<ul style="list-style-type: none"> <li>• CLiDE and Pacific Climate Change Data Portal updated with new data</li> <li>• Tropical Cyclone data portal updated</li> <li>•</li> </ul>	Portals established but do not have old data	100% of old data records digitised and uploaded into portals	New data generated by Project uploaded into portals
		VMGD IT platform upgraded	<ul style="list-style-type: none"> <li>• IT platform upgraded with hardware and software</li> <li>• ICT Assessment Report</li> <li>• Activity report</li> </ul>	IT platform in place but without hardware and software to support data and portals	Operational ICT system in place to support DSS tools and processes	ICT system maintained
		User interfaces (including Van KIRAP portal) have been strengthened to support CIS decision-making	<ul style="list-style-type: none"> <li>• CLEWS is operational</li> <li>• Progress reports</li> </ul>	CLEWS is established however requires new software applications	Software applications modified and operational	CLEWS is operational with new data
			<ul style="list-style-type: none"> <li>• Van KIRAP portal</li> <li>• Progress reports</li> </ul>	No Van KIRAP portal in place	Beta version of VCFP IT platform established and under testing	Van KIRAP portal operational and will provide access to CIS on climate change relevant to planning and decision-making for the five priority sectors
	Output 3.1. Traditional knowledge is incorporated into climate information services in Vanuatu	CIS tools and products incorporate TK and climate science and uptake by communities	<ul style="list-style-type: none"> <li>• TK Strategy</li> <li>• Progress reports</li> <li>• TK Database</li> <li>• CIS tools and materials incorporating TK and science</li> <li>•</li> </ul>	TK networks established through CoSPACC and some data collected and analysed	(i) TK strategy implemented and TK data observational network in place. (ii) At least one example of TK data collected and integrated into CIS tools	(i) At least four CIS tools or products incorporating TK and climate science and utilised by communities
	Output 3.2. Developing CIS tools and information products for target end-users	Decision support tools are developed and in use by Sectors and communities	<ul style="list-style-type: none"> <li>• Progress reports</li> <li>• CIS tools and products</li> <li>• Interviews and surveys of Next / end-users</li> <li>•</li> </ul>	No project-developed tools	At least two CIS tools are developed and being tested with Next / end-users	(i) At least four decision support tools developed, tested and utilised in the five target

						Sectors and six target communities
	Output 3.3. Implementing knowledge management, engagement and outreach across sectors and communities	CIS tools and information is used to strengthen Sectors and communities to climate change impacts	<ul style="list-style-type: none"> <li>• KM &amp; Communication strategy</li> <li>• Awareness materials and campaigns</li> <li>• CIS tools and products</li> <li>• Social media / website</li> <li>• Media stories</li> <li>• Progress reports</li> <li>• Interviews and surveys of Next / end-users</li> </ul>	No Strategy developed and in place. No project-developed tools and information	(i) KM & Communication Strategy developed (ii) At least 10 awareness materials and / or campaigns undertaken	(i) 40 campaigns to promote CIS to Next / end-users (ii) 50% of respondents perceive benefit from the Project CIS tools and products, and knowledge products
<b>Observations and Monitoring:</b> The essential infrastructure for generating the necessary climate data.	Output 1.2. Research, modelling and prediction to support CIS tools and uptake	Three observational networks established and operational	<ul style="list-style-type: none"> <li>• Field reports illustrating Equipment installed and functioning</li> <li>• Progress reports</li> <li>• Management Plans</li> <li>• Monitoring reports</li> <li>• Climate models</li> </ul>	Limited observational networks in sites	Equipment for observational networks procured, installed and transmitting data to VMGD and Sectors	Data from observational networks utilised in at least three VMGD and/or Sector monitoring networks, climate models and Management Plans
	Output 2.3. Socio-economic benefit analysis for Vanuatu utilising the customised Pacific CIS cost-benefit framework is produced	A SEB analysis on return on investment in climate information services is utilised in CIS based decision-making	<ul style="list-style-type: none"> <li>• SEB Database</li> <li>• Annual SEB reports</li> <li>• Progress reports</li> </ul>	No SEB database or analysis in place	(i) SEB database established and populated (ii) At least one SEB report produced	Vanuatu Government utilised SEB to develop business case for continued funding of CIS at sectoral level
<b>Research Modelling and Prediction:</b> To advance the science needed for improved climate services that meet user needs.	Output 1.2. Research, modelling and prediction to support CIS tools and uptake	Seasonal climate forecasts have improved utility and functionality	<ul style="list-style-type: none"> <li>• Standard Operating Procedures</li> <li>• Station datasets</li> <li>• Downscaled end-user products</li> </ul>	Limited to no seasonal climate forecasts and products	Methodology and SOPs developed for seasonal impact forecasts for priority sectors	At least two seasonal climate forecast products produced and used by end-users
		Long-term projections developed	<ul style="list-style-type: none"> <li>• Global Climate model projections and guidance materials</li> <li>• CIS applications and products</li> <li>• Progress reports</li> </ul>	Limited to existing (PACCSAP) long-term projections and associated CIS available	Modelling framework and where appropriate downscaled CIS developed	At least one and up to five CIS products utilising projections and data and available from the user interface platform

						for each of five sectors
		Risk-based coastal and climate hazard mapping undertaken for Vanuatu	<ul style="list-style-type: none"> <li>• Model projections and guidance materials</li> <li>• CIS products</li> <li>• Sector plans / policies</li> <li>• Progress Reports</li> </ul>	Limited to no hazard maps in use for decision making	<ul style="list-style-type: none"> <li>(i) Climate hazard hotspots identified and mapped</li> <li>(ii) Data incorporated into sector case studies</li> </ul>	<ul style="list-style-type: none"> <li>(i) Modelling framework developed</li> <li>(ii) At least one and up to five CIS products utilising data developed for each of five sectors</li> <li>(iii) All Sectors utilising data generated from activity in decision-making and / or plans</li> </ul>
		Vulnerability mapping of the coastal zone in Vanuatu completed for target areas	<ul style="list-style-type: none"> <li>• Biogeochemical and hydrodynamic model outputs and guidance materials for coastal areas</li> <li>• CIS products</li> <li>• Progress reports</li> </ul>	Limited to no hazard maps in use for decision making	<ul style="list-style-type: none"> <li>(i) Modelling framework established, and data collected and analysed</li> </ul>	<ul style="list-style-type: none"> <li>(i) Biogeochemical and hydrodynamic model developed</li> <li>(ii) Ocean acidification and marine impact projection maps developed</li> <li>(iii) At least one and up to five CIS applications of the model information used in Sector decision making / planning</li> </ul>
		Agro-met predictions for cropping systems developed	<ul style="list-style-type: none"> <li>• VaCSA platform</li> <li>• Crop-climate Diary App</li> <li>• Agro-met data analysis report</li> <li>• Standard Operating Procedures</li> <li>• Progress Reports</li> <li>• Training reports</li> </ul>	No agro-met predictions in place and no tools available	<ul style="list-style-type: none"> <li>(i) VaCSA prototype installed</li> <li>(ii) Agriculture sector baseline assessment undertaken</li> </ul>	<ul style="list-style-type: none"> <li>(i) Crop-climate Diary mobile App available for download</li> <li>(ii) VaCSA operational and integrated with Crop-climate Diary</li> </ul>

<b>Capacity Development:</b> It will support the systematic development of the institutions, infrastructure and human resources needed for effective climate services.	Output 4.1. Institutional capacity to implement CIS across sectors strengthened	Sectors are using CIS in their decision-making	<ul style="list-style-type: none"> <li>• Review reports and recommendations</li> <li>• Sector Communication &amp; Action Plans</li> <li>• Progress reports</li> <li>• Surveys and interviews</li> </ul>	Little to no uptake / dissemination of CIS from VMGD to Sectors	50% of recipients perceive benefit from training and utilising it in their workplace	80% of recipients perceive benefit from training and utilising it in their workplace
	Output 4.2. Training of personnel leads to strengthening of institutional capacity	Capacity and knowledge of climate change and CIS is improved within VMGD and targeted Sectors	<ul style="list-style-type: none"> <li>• Training reports</li> <li>• Training packages</li> <li>• Progress reports</li> <li>• Surveys and interviews</li> </ul>	Prior training packages have been developed under CoSPACC and PACCSAP	50% of recipients perceive benefit from training and utilising it in their workplace	80% of recipients perceive benefit from training and utilising it in their workplace

Activities	Description	Inputs	Description
<b>Component 1: Strengthen the VMGD platform to provide quality climate data and information for CIS</b>			
<b>Activity 1.1.1:</b> Improving the currency, functionality and visualization of climate data records for Vanuatu	Activity 1.1.1 focuses upon the improvement and strengthening of climate data within VMGD to support the climate information service portals, CIS tools and applications. The activity will involve lead scientists from the Australian Bureau of Meteorology (BOM) working closely with climatologists within VMGD to update and extend existing high-quality datasets through quality assurance procedures (i.e. homogenization) and to meet the WMO standards.	Technical expertise (BOM) Personnel (VMGD) Equipment IT equipment Travel Consultancies Office supplies Consumables	<ul style="list-style-type: none"> <li>Salaries for BOM and VMGD personnel</li> <li>International travel for BOM personnel</li> <li>IT equipment for digitisation of data</li> <li>Equipment for establishing workplace for digitisation of hard-copy information</li> <li>Office supplies for storage and archiving of hard copy information</li> <li>Workshop for training of VMGD personnel to digitize data</li> </ul>
<b>Activity 1.1.2</b> Building and strengthening user interfaces to support CIS Decision-making	Improving VMGD's capability to provide integrated information via ICT systems to meet sector needs and demand for climate information through the upgrading of the IT Platform, provision of technical support for VMGD in developing CLEWS-based software application development and ground-truthing CLEWS and outreach to Next/End-Users, and developing the Vanuatu Climate Futures Portal for delivery of climate change projections.	Technical expertise (BOM & CSIRO) Personnel (VMGD) Travel Consultancies	<ul style="list-style-type: none"> <li>Salaries for BOM, CSIRO and VMGD personnel</li> <li>International travel for BOM and CSIRO</li> <li>Consultant to train and mentor Web and App Developer</li> <li>Consultant to review ICT platform and provide recommendations for upgrade</li> <li>IT equipment to improve VMGD ICT platform</li> <li>IT consumables</li> </ul>
<b>Activity 1.2.1.</b> Upgrading and expanding the Vanuatu observational networks	Aims to fill spatial and temporal gaps in the national observation network by installing meteorological instruments that collect and transmit essential data for developing and validating CLEWS, seasonal forecasts and climate change projections. Training of VMGD staff on installation, operation and maintenance of instruments, acquisition of data and analysis of data is a vital element of this output. Operations manuals and Standard Operating Procedures (SOP) will be updated or developed to ensure all instruments are correctly operated and maintained in the long-term.	Personnel (VMGD) Consultancies Equipment Travel Workshops / Training Community consultations Awareness materials Local labour	<ul style="list-style-type: none"> <li>Salaries for VMGD personnel</li> <li>Travel for site visits</li> <li>Consultancies for procurement and installation of equipment</li> <li>Equipment as per budget plan</li> <li>Freight costs to transport equipment to sites</li> <li>Local labour costs for installation and maintenance of grounds for equipment</li> <li>Consultant to undertake CBA of radar weather systems</li> </ul>
<b>Activity 1.2.2.</b> Improved utility and function of seasonal climate forecasts	Improve the utility and functionality of seasonal climate forecasts through the upgrading of station-based forecasts to a new, state-of-the-art seasonal forecast model ACCESS-S. This will provide new rainfall and temperature forecasts for all areas of	Technical expertise (BOM) Personnel (VMGD) Travel Workshops / Training	<ul style="list-style-type: none"> <li>Salaries for BOM and VMGD personnel</li> <li>International travel for BOM personnel</li> <li>Training workshop for VMGD and Sector staff</li> <li></li> </ul>

	Vanuatu, at a higher resolution in both time and space. A key feature increasing the resolution, will be further downscaling this data to provide an even higher level of detail on rainfall and temperature conditions and integrating this information with sector defined CIS.		
<b>Activity 1.2.3.</b> Long-term projections for key climate variables and climate extremes for Vanuatu	Development of multi-model ensemble of projected changes for temperature, rainfall, drought and tropical cyclones for Vanuatu. The results will be published through CIS; outreach to target Next/End-Users; training and sector-based case study.	Technical expertise (CSIRO) Personnel (VMGD) Travel Workshops / Training	<ul style="list-style-type: none"> <li>• Salaries for CSIRO and VMGD personnel</li> <li>• International travel for CSIRO personnel</li> <li>• Training workshops</li> <li>• Information gathering workshops</li> </ul>
<b>Activity 1.2.4.</b> Risk-based coastal and other climate hazard analysis and mapping	<ol style="list-style-type: none"> <li>1. Synthesise and report coastal inundation probability (hazard) data in the form of CIS for designated coastal 'hot spots' in the context of case studies and related risk assessments for priority sectors, and facilitate outreach to target Next/End-Users</li> <li>2. Develop current and projected extreme sea level probabilities and associated coastal hazard information as CIS to inform sectoral applications in Vanuatu</li> </ol>	Personnel (VMGD) Technical expertise (CSIRO) Travel Workshops / Training	<ul style="list-style-type: none"> <li>• Salaries for CSIRO and VMGD personnel</li> <li>• International travel for CSIRO personnel</li> <li>• Training workshops</li> <li>• Information gathering workshops</li> </ul>
<b>Activity 1.2.5.</b> Vulnerability mapping of the coastal zone in Vanuatu	Will use a multidisciplinary approach bringing together reef health and ocean chemistry and temperature science with a regionally specific coupled marine biogeochemical-hydrodynamic model to explore when, when and how coral ecosystems in Vanuatu will be impacted, what management options are available, develop key indicators and 'intervention points,' to inform longer-term planning for climate vulnerable/high impact areas and sectors e.g. inshore commercial and subsistence fishing and for marine protected/other management zones of high natural resource, biodiversity, tourism and cultural value. Such data and information will be then delivered to other activities to develop sector specific CIS products to inform relevant sectoral case studies, with particular emphasis on the Fisheries and Tourism sectors.	Personnel (VMGD) Technical expertise (CSIRO) Travel Workshops / Training Equipment	<ul style="list-style-type: none"> <li>• Salaries for CSIRO and VMGD personnel</li> <li>• International travel for CSIRO personnel</li> <li>• Training workshops</li> <li>• Information gathering workshops</li> <li>• Equipment e.g. LIDAR, satellite etc as per budget plan</li> </ul>

<p><b>Activity 1.2.6.</b> Developing tailored Agro-met predictions for target cropping systems</p>	<p>Activity 1.2.6 will produce key outputs to be developed and operationalized in Vanuatu's Agriculture sector, contributing to the sector's case study activity. Key outputs will include the Crop Climate Diary to assist in collecting and managing agro-met data, and the Vanuatu Climate Services for Agriculture (VaCSA) that will provide primary climate risk management solutions to the agricultural sector in Vanuatu</p>	<p>Professional Services Travel Technical expertise (APCC) Consultancies Workshops / Training Field work e.g. data collection IT equipment</p>	<ul style="list-style-type: none"> <li>• Salaries for APCC and VMGD personnel</li> <li>• Professional services for development of App and Web Portal</li> <li>• International travel for APCC personnel</li> <li>• Costs to establish field plots</li> <li>• Data collection costs</li> <li>• IT equipment for data collection and App testing</li> <li>• Information gathering workshops</li> <li>• Training sessions</li> </ul>
<b>Component 2: Demonstrating the value of CIS at the sectoral and community levels</b>			
<p><b>Activity 2.1.1.</b> Investigating the climate sensitivity, potential impacts and vulnerability of food crops in Vanuatu to secure future food security</p>	<p>This case study will be the first of its kind in Vanuatu and will demonstrate with farmers through field trials with food crops the use of CIS to inform farm-based decisions at the sector and community levels. For example, climate information provided as 3-day and seasonal forecasts can be used to guide farmers as to when to plant certain crops, where to plant, what management practices should be applied at a particular time to reduce climate-related losses and improve productivity in crop production. The decisions made will be complementary with traditional knowledge practices since TK provides a crucial foundation for community base adaptations at the local scales.</p> <p>The case study will also undertake a threshold analysis using a climate model to look at crops (food and cash crops) preferred growing conditions related to rainfall, temperature and other climate variables projected to change under future climate change. This activity will provide access to science and new knowledge on future climate risks for crops to farmers in a non-technical tool.</p>	<p>Personnel (Agriculture Sector) Equipment Field trial costs Travel Office supplies Awareness materials Community consultations Workshops / Training</p>	<ul style="list-style-type: none"> <li>• Salary for Sector Coordinator</li> <li>• Travel to sites</li> <li>• Costs associated with establishing and maintaining plots e.g materials, seeds</li> <li>• Community consultations and information exchanges</li> <li>• Workshops and training for agricultural staff</li> <li>• Equipment costs for field plots</li> </ul>
<p><b>Activity 2.1.2</b> Improving food security in Vanuatu by using climate information to prepare</p>	<p>The fisheries sector case study will demonstrate how communities can use CIS tools to improve food security in Vanuatu to build resilience to climate variability and change. The focus will be on preparing for and responding to future marine</p>	<p>Personnel (Fisheries Sector) Travel Field costs Awareness materials Equipment</p>	<ul style="list-style-type: none"> <li>• Salary for Sector Coordinator</li> <li>• Travel to sites</li> <li>• Costs associated with establishing storage facilities</li> </ul>

<p>for and respond to temperature impacts on coastal fisheries</p>	<p>thermal stress events (heatwaves caused by elevated sea surface temperatures; SST+) that can cause coastal and nearshore fish to migrate or die and impact coral reef habitats that support coastal fisheries, which collectively impact on food security.</p>	<p>Consumables Community Consultations</p>	<ul style="list-style-type: none"> <li>• Community consultations and information exchanges</li> <li>• Workshops and training for fisheries staff</li> </ul>
<p><b>Activity 2.1.3</b> Upgrade the standard infrastructure design in the Vanuatu Public Works Department using climate data on low-lying 'hotspot' and coastal erosion areas</p>	<p>The infrastructure sector case study will use data collected on rainfall, bathymetry and tidal levels for the study sites to develop a real-time flood-inundation model with future scenarios. The outputs will help PWD Engineers improve their understanding on how climate variability and change affects infrastructure at the study sites and more broadly, around the country. This climate information will be used by PWD Engineers to design structures specific for local conditions, with the goal of climate-proofing public infrastructure, such as roads and bridges. The flood model will also be used to review existing completed structures to determine whether they are climate resilient. For coastal areas, a tidal model under future projected sea level rise will generate information on the current and future design requirements for coastal infrastructure, i.e. jetties and wharfs.</p> <p>The case study will provide critical information to the PWD Engineers on the design standard for climate resilient design, monitoring and analysis and will be accompanied by training and awareness to staff at the Ministry of Public Utilities in applying the design standard.</p>	<p>Personnel (Public Works) Travel Equipment Workshops / Training Awareness materials Consumables</p>	<ul style="list-style-type: none"> <li>• Salary for Sector Coordinator</li> <li>• Travel to sites</li> <li>• Equipment costs to take surveys / mapping of infrastructure</li> <li>• Workshops and training for Public Works staff</li> </ul>
<p><b>Activity 2.1.4</b> Increasing climate resilience in flood prone areas - Sarakata Flood Plain</p>	<p>The primary objective for the Water Sector is to demonstrate the value of tailored climate information services as outlined in the four proposed action as decision support tools and sector specific information tools.</p> <p>The case study primary outcome of the monitoring flood and ground water is to increase resilience to flood prone areas by supporting and educating communities with flood management/forecast, and water management for its stakeholders in Luganville. The main activities of this case study is</p>	<p>Personnel (Water Sector) Travel Equipment Community Consultations Workshops / Training Awareness materials Consumables</p>	<ul style="list-style-type: none"> <li>• Salary for Sector Coordinator</li> <li>• Travel to sites</li> <li>• Equipment costs to take surveys / mapping of water catchment</li> <li>• Workshops and training Sector staff</li> <li>• Community consultations and information sessions</li> </ul>

	to be concentrated on areas with flood history - Sarakata, Solway, Pepsi, and Lausvatu.		
<b>Activity 2.1.5</b> Minimizing the impacts of climate variability and change on tourism development through supporting adaptation	The main objective of the case study is to demonstrate the use of CIS at government, sector and tourism operator level in for a strengthened and sustainable tourism business environment to the long- and short-term impacts of climate variability and change. The case study seeks to respond to the main goals of Vanuatu's Sustainable Tourism Policy and the Vanuatu Sustainable Development Plan.	Personnel (Tourism Sector) Travel Equipment Stakeholder Consultations Workshops / Training Awareness materials Consumables	<ul style="list-style-type: none"> <li>• Salary for Sector Coordinator</li> <li>• Travel to sites</li> <li>• Equipment costs to take surveys / mapping of tourism</li> <li>• Workshops and training for tourism operators and Sector staff</li> </ul>
<b>Activity 2.1.6</b> Site Assessments	Undertake initial site assessments to develop workplans and budgets under six-month workplan (Second disbursement)	Personnel (Sectors) Travel Community consultations Workshop	<ul style="list-style-type: none"> <li>• Travel to sites to undertake the initial assessments</li> <li>• Community consultations</li> <li>• Project workshops for findings – analysis etc</li> </ul>
<b>Activity 2.2.1</b> Establishing community CIS sites	<p>The project will establish and support a Vanuatu network of community-based CIS 'champions' and Climate Centres to facilitate access and use of CIS by local communities impacted by climate 'hot spots' (e.g. communities that are subject to known climate hazards such as extreme sea level events/storm surge and coastal inundation and erosion, extreme rainfall, etc.).</p> <p>This activity will enhance citizen capacity at community levels for the use of CIS and integration with Traditional Knowledge to support resiliency. This will be delivered in the context of support for building capacity at the Provincial level through the Provincial 'Climate Change Community Centres', that were piloted successfully by the Finland-Pacific (FINPAC) project in the Epau community, on Efate Island.</p>	Personnel (Community Coordinator) Personnel (Climate Champions / Vanuatu Volunteer Network) Travel Building supplies Equipment Community consultations Awareness materials Office supplies / consumables Workshops / Trainings Freight	<ul style="list-style-type: none"> <li>• Employ a Community Coordinator to manage the activity and ensure integration with Project team</li> <li>• Establish climate centres e.g. renovations, materials and equipment</li> <li>• Vanuatu Volunteers Network for engagement activities</li> <li>• Awareness materials</li> <li>• CIS tools and products</li> <li>• Community consultations and information sessions</li> <li>• Office supplies e.g. stationery, materials etc</li> <li>• Freight for equipment and information for Centres</li> <li>• Travel for Coordinator and for Climate Champions / VVN</li> </ul>
<b>Activity 2.3.1.</b> Undertake a socio-economic benefit analysis for Vanuatu using the customized Pacific CIS Cost-benefit Framework	Small Island Nations, their population, economic systems, infrastructure, and ecosystems are vulnerable to climate shocks to the population, economic sectors, infrastructure, and natural assets. In attempting to quantify all the costs and benefits of climate services, this Activity will take a 'triple bottom' line approach and aim to deliver three	Technical expertise (CSIRO) Personnel (VMGD) Travel	<ul style="list-style-type: none"> <li>• Salary for CSIRO personnel</li> <li>• International travel for CSIRO personnel to Port Vila</li> </ul>

	perspectives on return on investment in climate information services		
<b>Component 3: Development of CIS tools and engaging with stakeholders through outreach and communication</b>			
<b>Activity 3.1.1</b> Integrating Traditional Knowledge into CIS tools and information	<p>By expanding and digitizing (and verifying) TK data this will support the Vanuatu Rainfall Network (VRN) to monitor TK indicators that can be incorporated into CIS tools and products.</p> <p>Furthermore, integrating climate science with traditional knowledge with updates on climate science and climate processes current products such as the ENSO handbook can be updated and enriched with the added value of TK and provide sector specific examples that can feed into the 'case studies' (Activity 2.1.1 – 2.1.5) and other climate information services / products. Local communities (farmers and fishers) apply a lot of traditional knowledge to their activities. To enrich the new CIS and science to be more meaningful for this audience – TK has to be incorporated into the new science CIS products. This is part of the 'tailoring' part of the work to be undertaken by the project.</p> <p>The outputs from this activity will inform other activities such as seasonal forecasting and be incorporated in training and workshops delivered within these. This work will also inform other activities within the project.</p> <p>These activities will provide a framework that can be used by VMGD to develop future CIS as well as broader communication material and facilitate stronger engagement between VMGD and Vanuatu communities.</p>	<p>Technical expertise (SPREP &amp; BOM) Personnel (VMGD) Travel Workshops / Trainings Equipment Community consultations Awareness materials</p>	<ul style="list-style-type: none"> <li>• Salaries for BOM personnel</li> <li>• Salaries for two TK officers</li> <li>• International travel for BOM and SPREP personnel</li> <li>• Workshops and trainings for Vanuatu-based personnel</li> <li>• Collection and analysis of TK i.e. fieldwork</li> <li>• Community consultations to gather information</li> <li>• Awareness materials on TK &amp; climate science (linked to CIS tools and products)</li> <li>• Printing of reports</li> <li>• Equipment e.g. digital recorder, camera, laptop etc</li> <li>• Registration fees</li> </ul>
<b>Activity 3.2.1.</b> Developing CIS tools and information products for target end-users	<p>On-line CIS outputs including more customized access for Decision Support System tools and processes will be developed. This will be focused on / include delivery and access, via the VMGD Warning Information Dissemination Platform, and complimentary sector specific 'Climate Watches' (as referred by the VFCS). These resources will be</p>	<p>Technical expertise (BOM) Personnel (VMGD) Travel Professional Services IT equipment Workshop / Training</p>	<ul style="list-style-type: none"> <li>• Salaries for VMGD and BOM personnel</li> <li>• International and local travel</li> <li>• Professional services for development of tools and products</li> <li>• IT equipment e.g. display screens</li> <li>• Training workshops / information sessions on CIS tools and products in Provinces</li> </ul>

	appropriately interfaced with the Vanuatu National Advisory Board (NAB) Portal and Vanuatu content of Pacific Climate Change Portal. This activity will support enhanced access to key project (and other) CIS products and support tools for use (in particular) by government agencies, the private sector and other development sectors.		
<b>Activity 3.3.1</b> Knowledge management, communication and outreach	Establishes the knowledge management & communication / outreach platform for the Project, and will lead the KM, engagement and outreach activities designed to promote behaviour change, decision-making and learning amongst the Project beneficiaries. This activity will coordinate across all components and activities to build and communicate the Project's results and information outputs into appropriate formats for the audiences identified in the knowledge management, communication and outreach strategy.	Personnel (SPREP) Consultancies Professional Services Awareness materials and tools Travel IT equipment Office supplies / consumables Community activities	<ul style="list-style-type: none"> <li>• Salaries for communication / knowledge management specialist</li> <li>• Consultancies to develop materials and information packages, work with communication specialist</li> <li>• Development of materials</li> <li>• Local travel costs</li> <li>• IT equipment e.g. laptop, printer</li> <li>• Office supplies e.g. stationery etc</li> <li>• Activities to be undertaken with communities as part of Citizen Science</li> </ul>
<b>Component 4: Strengthening the institutional capacity for long-term implementation of CIS in decision-making</b>			
<b>Activity 4.1.1.</b> Strengthening CIS coordination and response mechanisms for target sectors	The review of existing Vanuatu Government policy, planning and associated institutional and governance arrangements aims to strengthen policies and institutional arrangements through the incorporation of climate information services (CIS) into national and provincial governance and sector policies and plans to support decision-making.	Consultancies Travel Workshops / Training Office supplies	<ul style="list-style-type: none"> <li>• Consultancies to undertake review and develop institutional coordination mechanisms</li> <li>• International travel for consultants</li> <li>• Project committee meetings to integrate information across Sectors and strengthen CIS across Sectors</li> <li>• Workshops and trainings</li> <li>• Office supplies</li> </ul>
<b>Activity 4.1.2</b> Building institutional and project capacity in Monitoring and Evaluation, Environmental and Social Safeguards and Gender	Deliver technical assistance to government, sectors and communities to develop the sustainable use of CIS tools in sectors. Activities will gather feedback and views from the different levels (government through to stakeholders to gauge the effectiveness of the project's activities and progress to ensure the project is delivering on its objective).  This activity aims to ensure the project is not only delivering on producing outputs but that it's interventions are also mobilizing the desired change within Vanuatu Government's desire for their Climate Information Service to be strengthened and	Technical expertise Travel Workshops / Training Data collection	<ul style="list-style-type: none"> <li>• Consultancies for technical expertise on ESS, Gender and M&amp;E i.e. develop plans, training of project staff etc</li> <li>• International and local travel</li> <li>• Workshops and trainings to understand and implement plans, and develop capacity of project team</li> <li>• Undertake data collection e.g. surveys etc for baselines and tracking of progress</li> </ul>

	to support people to be more resilient to the impacts of climate change. It also seeks to ensure that project activities promote gender equality and is incorporating environmental and social safeguards.		
<b>Activity 4.2.1</b> Training packages building knowledge and skills in meteorology and climate tools	Develop and provide technical training and opportunities for Vanuatu Government staff to develop, apply and extend their knowledge of CIS. This activity will also provide learning and training opportunities in CIS for the next generation of ni-Vanuatu meteorologists and sector workers.	Consultancy Travel Professional Services Workshops / Training	<ul style="list-style-type: none"> <li>• Consultancy to develop 'train-the-trainer' package</li> <li>• International travel for VMGD and Sector staff to undertake training and secondments</li> <li>• Development of course materials and facilitation of courses</li> </ul>
<b>Activity 4.2.2</b> Establishing a mentoring programme to strengthen capacity and knowledge		Training Secondments Travel Awareness materials	<ul style="list-style-type: none"> <li>• International travel for VMGD and Sector staff to undertake training and secondments</li> </ul>

## **Annex II. SPREP Services Agreement**



# Services Agreement

Reference: [insert Agreement No.]

between

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

and

**[insert organisation / company name]**

for the provision of

**[insert title of the Services]**

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# Details

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## Parties

1. **SPREP:**

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

2. **Supplier:**

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

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## 1. Definitions and interpretation

### 1.1 Definitions

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

<b>Agreed Terms</b>	clauses 1 to 26 of this Agreement which set out terms and conditions agreed by the parties.
<b>Agreement</b>	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.
<b>Agreement Details</b>	the details set out in Schedule 1.
<b>Agreement Material</b>	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).
<b>Agreement Period</b>	the Initial Agreement Period plus any Option Period exercised in accordance with clause 3.2.
<b>Business Day</b>	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.
<b>Commencement Date</b>	the date on which this Agreement commences, as specified in Item 5 of the Agreement Details.
<b>Confidential Information</b>	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.
<b>Conflict of Interest</b>	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.
<b>Deliverable</b>	any Agreement Material or other item to be supplied by the Supplier under this Agreement.
<b>Donor</b>	the donor country or multilateral institution with primary funding responsibility for the project, programme or activity under which the Services are to be delivered.
<b>End Date</b>	the date specified in Item 6 of the Agreement Details or the conclusion of the last Option Period, as exercised (if any).
<b>Expert</b>	(a) the financial or legal experts of a party; and (b) the respective officers and employees of those financial or legal experts.
<b>Fees</b>	the fees payable to the Supplier in accordance with Schedule 3.

<b>Initial Agreement Period Intellectual Property Rights</b>	<p>the period of time for which this Agreement is intended to continue, as specified in clause 3.1.</p> <p>all intellectual property rights, including the following rights:</p> <ul style="list-style-type: none"> <li>(a) copyright, patents, rights in circuit layouts, trademarks, designs, trade secrets, know how, domain names and any right to have confidential information kept confidential;</li> <li>(a) any application or right to apply for registration of any of the rights referred to in paragraph (a); and</li> <li>(b) all rights of a similar nature to any of the rights in paragraphs (a) and (b) which may subsist in Samoa or elsewhere,</li> </ul> <p>whether or not such rights are registered or capable of being registered.</p>
<b>Item Law</b>	<p>an item in a Schedule to this Agreement.</p> <p>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.</p>
<b>Losses</b>	<p>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).</p>
<b>Material</b>	<p>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.</p>
<b>Milestone</b>	<p>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.</p>
<b>Milestone Payment</b>	<p>a payment of an amount set out in Item 3 of Schedule 3 in respect of a Milestone.</p>
<b>Modify</b>	<p>means to add to, enhance, reduce, change, replace, vary or improve. Derivatives such as <b>Modification</b> and <b>Modified</b> have corresponding meanings.</p>
<b>Moral Rights</b>	<p>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.</p>
<b>Option Period</b>	<p>a period of time by which this Agreement may be extended as specified in clause 3.2 and Item 7 of the Agreement Details.</p>
<b>Performance Criteria</b>	<p>the requirements (if any) set out in the Statement of Work for each Service and Deliverable.</p>

<b>Personal Information</b>	<p>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:</p> <p>(a) Whether the information or opinion is true or not; and</p> <p>(b) whether the information or opinion is recorded in a material form or not.</p>
<b>Personnel</b>	<p>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.</p>
<b>Pre-existing Material</b>	<p>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:</p> <p>(a) error corrections or translations to that Material; and</p> <p>(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.</p>
<b>Schedule</b>	<p>a schedule to this Agreement.</p>
<b>Security Incident</b>	<p>any incident or breach of security that may impact:</p> <p>(a) the Supplier's ability to deliver the Services; or</p> <p>(b) SPREP Material which is held by, or in transit to and / or from, the Supplier.</p>
<b>Services</b>	<p>the services to be provided by the Supplier, as specified in the Statement of Work and include the supply of the Deliverables.</p>
<b>Specified Acts</b>	<p>(a) failing to attribute or falsely attributing the authorship of any Agreement Material, or any content in the Agreement Material;</p> <p>(b) materially altering the style, format, colours, content or layout of the Agreement Material and dealing in any way with the altered Agreement Material;</p> <p>(c) reproducing, communicating, adapting, publishing or exhibiting any Agreement Material; and</p> <p>(d) adding any additional content or information to the Agreement Material.</p>
<b>Specified Personnel</b>	<p>the Supplier's Personnel specified in Item 11 of the Agreement Details.</p>
<b>SPREP Data</b>	<p>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</p>
<b>SPREP Material</b>	<p>any Material provided to the Supplier by SPREP.</p>

<b>SPREP Representative</b>	<p>the person identified in Item 2 of the Agreement Details. The SPREP Representative is responsible for managing the Agreement, including:</p> <ul style="list-style-type: none"> <li>(a) Managing the relationship between the Parties</li> <li>(b) Overseeing the effective implementation of this Agreement</li> <li>(c) Act as a first point of contact for any issues that arise,</li> <li>(d) Promptly notify the Supplier Representative if the SPREP Representative changes, and</li> <li>(e) To address and resolve any issues in a prompt manner.</li> </ul>
<b>Statement of Work</b>	<p>the details of the Services to be performed under this Agreement, as set out in Schedule 2.</p>
<b>Supplier</b>	<p>the party specified in Item 3 of the Agreement Details and includes its Personnel.</p>
<b>Supplier Representative</b>	<p>the person identified in Item 4 of the Agreement Details. The Supplier Representative is responsible for managing the Agreement, including:</p> <ul style="list-style-type: none"> <li>(a) Managing the relationship between the Parties</li> <li>(b) Overseeing the effective implementation of this Agreement</li> <li>(c) Act as a first point of contact for any issues that arise,</li> <li>(d) Promptly notify the SPREP Representative if the Supplier Representative changes, and</li> <li>(e) To address and resolve any issues in a prompt manner.</li> </ul>
<b>Tax</b>	<ul style="list-style-type: none"> <li>(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</li> <li>(b) any interest, charge, penalty, fee, fine or other amount of any kind assessed, charged or imposed on or in respect of the above.</li> </ul>
<b>Third Party Material</b>	<p>Material created by a third party that is:</p> <ul style="list-style-type: none"> <li>(a) included, embodied in or attached to the Agreement Material; or</li> <li>(b) used for the purpose of, or as a result of, the Supplier's performance of its obligations under this Agreement.</li> </ul>
<b>Warranted Materials</b>	<p>the Pre-existing Material and Third Party Material provided by the Supplier, the Deliverables and Agreement Material.</p>

## 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**

#### **3.1 Initial Agreement Period**

Subject to clause 3.2, this Agreement begins on the Commencement Date and continues until the End Date unless terminated earlier in accordance with this Agreement (**Initial Agreement Period**).

#### **3.2 Option to extend Initial Agreement Period**

- (a) The Initial Agreement Period may be extended by SPREP for further period(s), specified in Item 7 of the Agreement Details (each an **Option Period**), on the terms and conditions then in effect, by giving written notice to the Supplier. Such notice must be given at least 30 days before the end of the then current Agreement Period.
- (b) Any extension exercised in accordance with this clause takes effect from the end of the then current Agreement Period.

### **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://www.sprep.org/attachments/Publications/Corporate\\_Documents/sprep-organisational-values-code-of-conduct.pdf](https://www.sprep.org/attachments/Publications/Corporate_Documents/sprep-organisational-values-code-of-conduct.pdf)
- (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.

## **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 a party (**Party A**) for any Losses incurred by another party (**Party B**) will be reduced proportionately to the extent that any negligent act or omission of Party B (or of its subcontractors or Personnel) contributed to those Losses, regardless of whether legal proceedings are brought by Party A for negligence or breach of contract.

## **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**

- (a) 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 or court proceedings**

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

#### **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. Breach of this clause

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 Varying this Agreement**

This Agreement may be varied 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 9 of Schedule 1, the following restrictive measures shall apply to this Agreement:

- (a) Circumstances where the European Union (EU) is Donor
  - (i) Entities designated on by the EU as subject to restrictive measures in the lists provided at [www.sanctionsmap.eu](http://www.sanctionsmap.eu) ("EU Restrictive Measures") are ineligible to be engaged by SPREP on European Union funded projects.
  - (ii) 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).
  - (iii) 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.

- (iv) 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.

(b) Circumstances where funding has been provided by the Green Climate Fund

- (i) 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.

**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: <i>[insert details]</i> Position: <i>[insert details]</i> Phone: <i>[insert details]</i> Email: <i>[insert details]</i>
3.	Supplier details	1.1	<i>[Insert name of Supplier]</i>
4.	Supplier Representative	1.1	Name: <i>[insert details]</i> Position: <i>[insert details]</i> Phone: <i>[insert details]</i> Email: <i>[insert details]</i>
5.	Commencement Date	1.1 and 3	The date this Agreement is signed by the last party. <i>[OR - change the above text to a specific date e.g., dd/mm/yy, if required]</i>
6.	End Date	1.1 and 3	<i>[Insert the End Date]</i>
7.	Option Period	1.1 and 3.2	<i>[if no Option period is offered, delete all text in this field and replace with 'Nil']</i> <i>[Option 1]</i> One period being <i>[Insert number]</i> month(s) in duration. <i>[Option 2]</i> One further period being <i>[Insert number]</i> month(s) in duration.
8.	Standards and guidelines	5.1(c)	<i>[Insert details of any applicable standards and guidelines, otherwise insert 'Not applicable']</i>
9.	SPREP requirements	5.1(e)	(a) <b>Child Protection Policy</b> 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,

Item No.	Description	Clause reference	Details
			<p>or updates to, the policy at any time during the Agreement Period.</p> <p>ii. If the Supplier becomes non-compliant with this policy during the Agreement Period, the Supplier must notify SPREP.</p> <p><b><i>[Insert particular requirements and/or additional SPREP policies with which the Supplier must comply as new sub-items after ‘(a) Child Protection Policy’ above. For example, SPREP’s Environmental and Social Safeguards policy, or any restrictive measures which may be required by the Donor – see clause 26.10.]</i></b></p>
10.	Subcontractors	5.6	<b><i>[Insert names of any subcontractors. Otherwise insert ‘Not applicable’]</i></b>
11.	Specified Personnel	8	<b><i>[Insert names and positions of Specified Personnel. Otherwise insert ‘Not applicable’]</i></b>
12.	SPREP Material	1.1 and 9	<b><i>[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’.]</i></b>
13.	Insurance	13.1	<p>From the Commencement Date and for the periods specified in clause 13:</p> <p>(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;</p> <p>(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.</p> <p>(c) either professional indemnity or errors and omissions insurance for an insured amount of \$10 million.</p>
14.	Confidential Information	1.1 and 14	<p>SPREP Confidential Information: <b><i>[insert relevant items]</i></b></p> <p>Supplier’s Confidential Information:</p>

Item No.	Description	Clause reference	Details
			<i>[insert relevant items]</i>
15.	Address for notices	25.1	<p><b>SPREP:</b></p> <p>Name: <i>[insert details]</i></p> <p>Position: <i>[insert details]</i></p> <p>Secretariat of the Pacific Regional Environment Programme</p> <p>Physical address:</p> <p>Avele Road, Apia, Samoa</p> <p>Email: <i>[Insert email address]</i></p> <p><b>Supplier:</b></p> <p>Name: <i>[insert details]</i></p> <p>Position: <i>[insert details]</i></p> <p><i>[Insert organisation name]</i></p> <p>Postal address: <i>[Insert postal address]</i></p> <p>Physical address: <i>[Insert physical address]</i></p> <p>Email: <i>[Insert email address]</i></p>

# Schedule 2 – Statement of Work

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## 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.	<i>[insert or delete rows as required]</i>			

## 5. Performance Criteria (clauses 1.1 and 7)

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

## 6. Progress meetings (clause 6.1)

6.1 The Supplier is required to attend meetings as follows:

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

## 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
	<i>[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’]</i>	
<i>[insert or delete rows as required]</i>		

## **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)			
<b>TOTAL</b>			

## 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
<b>TOTAL</b>		

## 4. Hourly rates (clause 11)

4.1 The Supplier will invoice SPREP for the Services monthly in arrears based on the following Hourly rates: **[retain if the payment arrangements for the Services are to be based upon agreed Hourly rates. If the payment arrangements are to be based on Daily rates or Fixed Fees, delete this Hourly rates section]**

4.2

Personnel	Hourly rate (USD)	Units	Maximum hours or days to be worked daily	Charges

				<b>Sub total</b>
				<b>TOTAL</b>

**5. Daily rates (clause 11)**

5.1 The Supplier will invoice SPREP for the Services monthly in arrears based on the following Daily rates: ***[retain if the payment arrangements for the Services are to be based upon agreed Daily rates. If the payment arrangements are to be based on Hourly rates or Fixed Fees, delete this Daily rates section]***

Personnel	Daily rate (USD)	Units	Charges
			<b>Sub total</b>
			<b>TOTAL</b>

**6. Expenses (clause 11.5)**

***[Option 1 – retain or delete as required]***

(a) No allowances or expenses are payable to the Supplier.

***[Option 2 – retain or delete as required]***

- (a) Subject to Item 6(b) below, SPREP will not pay any travel, accommodation or other expenses unless they have been pre-approved in writing by SPREP.
- (b) The Supplier will be reimbursed for the actual cost of travel and related accommodation where they are pre-approved in writing by SPREP. The Supplier must submit an invoice for those expenses and SPREP will reimburse the Supplier in accordance with the invoicing procedures set out in this Schedule.

**7. 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

# Execution page

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## **EXECUTED as an agreement**

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

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Kosi Latu

Director General of SPREP

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Date

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

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[Authorised representative's name] (print)

---

[position]

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Date