

Memorandum of Agreement Between SPC and ICI

MEMORANDUM OF AGREEMENT

between

Pacific Community

and

Infrastructure Cook Islands

Whereas the **Pacific Community** (refer to hereafter as ‘**SPC**’) and the **Infrastructure Cook Islands** (refer to hereafter as ‘**ICI**’) have, on the basis of their respective mandates, a common aim in the furtherance of Sustainable Development through Ridge to Reef Integrated Management in **Cook Islands** (country) and the South Pacific Islands:

Whereas **SPC** has been designated as the Implementing Partner and the United Nations Development Program (referred to hereafter as “**UNDP**”) as the Implementing Agencies for the Global Environment Facility (referred to hereafter as “**GEF**”) *Ridge to Reef: Testing the Integration of Water, Land, Forest & Coastal Management to Preserve Ecosystem Services, Store Carbon, Improve Climate Resilience and Sustain Livelihoods in Pacific Island Countries Project* (referred to hereafter as the “Initiative” or GEF Pacific R2R Project) with certain resources to achieve the following objective:

To test the mainstreaming of ‘Ridge-to-Reef’ (R2R), climate resilient approaches to integrated land, water, forest and coastal management in the PICs through strategic planning, capacity building and GEF IW National R2R Projected local actions to sustain livelihoods and preserve ecosystem services

Whereas **ICI** is committed to the project goal of ridge-to-reef’ (R2R), climate resilient approaches to integrated land, water, forest and coastal management in the PICs through strategic planning, capacity building and GEF IW National R2R Projected local actions to sustain livelihoods and preserve ecosystem services and has demonstrated the capacity needed for the implementation of the GEF IW National R2R Project, in accordance with **UNDP**, **GEF** and **SPC** requirements for management;

Whereas **SPC** and **ICI** agree that activities shall be undertaken without discrimination, direct or indirect, because of race, ethnicity, religion or creed, status of nationality or political belief, gender, handicapped status, or any other circumstances;

Now, therefore, on the basis of mutual trust and in the spirit of friendly cooperation, **SPC** and **ICI** have entered into the present Agreement.

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Article I. Definitions

For the purpose of the present Agreement, the following definitions shall apply:

- a) “The Initiative” shall mean the GEF Funded “) *Ridge to Reef: Testing the Integration of Water, Land, Forest & Coastal Management to Preserve Ecosystem Services, Store Carbon, Improve Climate Resilience and Sustain Livelihoods in Pacific Island Countries Project* and which is described in the annex 1 (hereafter attached). As set out in the GEF Instrument, GEF finances a part of the incremental costs of projects. The Initiative also forms a part of the GEF approved Pacific R2R Program Framework a multi-focal area Program Titled “Pacific Islands Ridge-to-Reef National Priorities – Integrated Water, Land, Forest and Coastal Management to Preserve Biodiversity, Ecosystem Services, Store Carbon, Improve Climate Resilience and Sustain Livelihoods” which is described in the annex 1 part c (hereafter attached).
- b) “The Incremental Cost” shall mean the difference in cost between a baseline scenario ie a continuance of the status quo and the proposed alternative scenario dependent on GEF funding and resultant attracted Co-funding.
- c) “Co-funding” shall mean the non-GEF project resources that are essential for meeting the GEF project objectives, and directly contribute to the outcomes of the project. Co-funding can be either part of the underlying project as on-going interventions or new and additional funding secured for the project.
- d) UNDP PPR shall mean Principal Project Representative UNDP Fiji
- e) “The GEF IW National R2R Project” shall mean the implementation of the GEF Pacific International Waters Ridge to Reef Cook Islands Project entitled ***Building Capacity for Sustainable Human and Animal Waste Management in Muri*** and which is described in the annex 2 (hereafter attached).
- f) “The National Implementing Partner” shall mean the Government Agency responsible for the implementation of the GEF IW National R2R Project and a party to this agreement.

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- g) “The RSC” shall mean the Regional Project Steering Committee whose terms of reference appear as annex 3 (hereafter attached).
- h) “The RSTC” shall mean the Regional Scientific and Technical Committee whose terms of reference appear as annex 4 (hereafter attached)
- i) “The RPCU” shall mean the Regional Project (Initiative) Coordination Unit which is established within SPC and which provides technical support, coordination and management functions for the implementation of the Initiative.
- j) “The Regional Programme Coordinator” shall mean the head of the RPCU, the registered Implementing Partner signatory, responsible for the preparation of the Initiative annual workplans and budgets and responsible to the RSC.
- k) “PCC” shall mean the national GEF IW National R2R Project Coordinating Committee whose terms of reference appear as annex 5 (hereafter attached).
- l) “The R2R Focal Points” shall mean the GEF Operational Focal Point.
- m) “The National Project Manager” shall mean the person appointed by ICI, who in consultation with the PCC, acts as the overall coordinator of the GEF IW National R2R Project and assumes the primary responsibility for all aspects of it.
- n) “The GEF IW National R2R Project Work Plan” shall mean a schedule of activities, with corresponding time frames and responsibilities, which are prepared by the National Project Manager in agreement with the PCC, ICI and Regional Programme Coordinator, deemed necessary to achieve the implementation of the GEF IW National R2R Project and which will be revised annually.
- o) “The GEF IW National R2R Project Budget” shall mean the annual GEF IW National R2R Project budget, specified by budget liICI, for the proper implementation of the GEF IW National R2R Project that is prepared by the National Project Manager in agreement with the PCC, the ICI and the Regional Programme Coordinator.

Article II. Objective and Scope of the Present Agreement

1. The present Agreement sets forth the general terms and conditions of the sub-contract of ICI by the SPC to undertake the task of the implementation of the GEF IW National R2R Project.
2. The Parties agree to join efforts and to maintain close working relationships, in order to achieve the Objectives of this specific regional Initiative and the national GEF IW National R2R Project.

Article III. Duration of the Agreement

1. The term of the present Agreement shall commence on the date of the signature of the present Agreement and terminate by 31ST December 2019. The national GEF IW National R2R Project shall commence and be completed in accordance with the time-frame or schedule set out in the GEF IW National R2R Project Work Plan.

Article IV. Regional Implementation Strategy

1. SPC will be accountable to the UNDP for the achievement of the Initiative objectives and for all reporting, including the submission of work plans, progress reports, audit and financial reports. SPC will be responsible for financial control of the UNDP/GEF project

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implementation and will assist the RPCU to engage services consistent with delegations provided by the Director under SPC's Financial Regulations. SPC will provide the RPCU with full support in order to maintain a close record of all expenditures planned or made under the Initiative in full accordance with relevant UNDP procedures and guidelines. In addition to SPC and UNDP PPR, the RPCU will also report to the RSC on the disbursement of funds under the Initiative in order to ensure full transparency.

2. The Regional Steering Committee (RSC) will provide a regional forum:-
 - for the Initiative and for review and resolution of national concerns,
 - review and approval of annual national GEF IW National R2R Project workplans and budgets,
 - review and knowledge sharing of National GEF STAR R2R Projects and
 - for stakeholder participation.

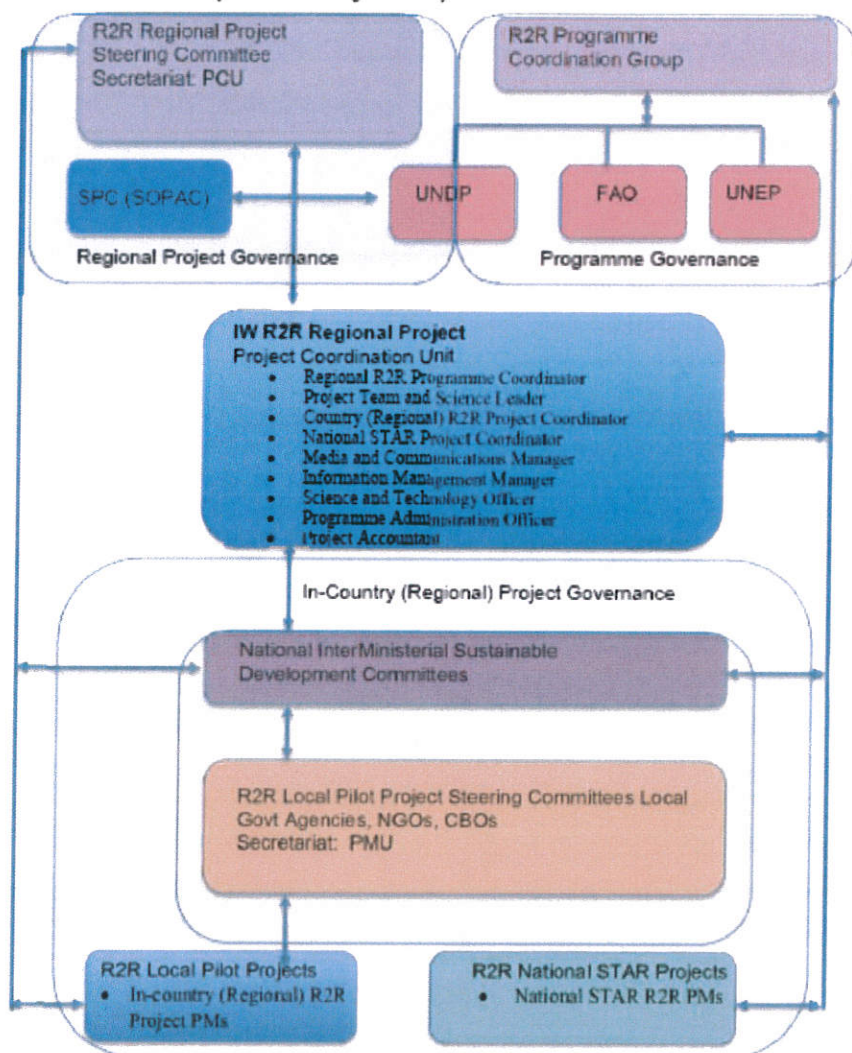
A priority activity during full Initiative implementation will be to: _

- reconfirm and/or re-constitute the membership of the RSC,
- agree on meeting procedures, and
- finalise Terms of Reference for the RSC.

The RSC will meet annually and will be minuted and reported by the RPCU. No sitting fees will be payable for attendance as prescribed by SPC and UNDP policies and procedures.

3. The RPCU will function in accordance with the rules and procedures of Implementing Agencies UNDP, Implementing Partner SPC, and the GEF. Should a situation arise where the nature of SPC's rules and procedures and those of UNDP are in conflict or mutually exclusive, then solutions will be worked out on a case-by-case basis, to ensure Initiative implementation continues.
4. A diagram of the Initiative Governance is presented below.

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5. The Regional Programme Coordinator, in accordance with UNDP formats and guidelines, will prepare the Initiative Annual Work Plan reflecting Components 1, 2, 3, 4 & 5 outcomes, activities and implementation responsibility. The Regional Programme Coordinator will work under the regulations of SPC and will also act as the Secretary to the RSC.
6. The RPCU will be, where required, guided by the decisions of the RSC, PCC and RSTC to support the implementation of the Initiative.
7. SPC will, through the RPCU, be responsible for the technical and financial execution of the Initiative following the GEF and UN Agency processes. It will be responsible for:-
 - (i) directing and managing the Initiative;
 - (ii) meeting the Initiatives's stated outcomes and projected outputs in a timely manner; and
 - (iii) making effective and efficient use of the financial resources allocated in accordance with the Initiative Document (attached as annex 1).
8. Initiative monitoring and evaluation will be conducted in accordance with established UNDP and the GEF procedures and will be undertaken by the RPCU and UNDP Suva with support from UNDP/GEF.

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9. A Monitoring and Evaluation Plan of the GEF IW National R2R Project will be finalised by the National Project Manager (NPM) and ICI after the review of the GEF IW National R2R Projects and within the first 6 months of the project
10. The completed national projects with refined activities and baseline indicators will be presented by the NPM project at the Inception Workshop to be held 30 May – 3 Jun 2016, Nadi, Fiji.

The key objectives of the Inception Workshop will be:

- a) To review the overall Initiative logframe, including indicators and start the aggregation of indicators for the development of the Regional Indicator Framework under Component C2;
- b) To agree upon and finalise the GEF IW National R2R Project and Initiative Annual Work Plans (AWP) with milestones and targets,
- c) To introduce the support available via the RPCU;
- d) To provide information on communication strategy and infrastructure for Initiative implementation,
- e) To provide a detailed overview of the reporting process between countries, SPC, UNDP and the GEF.
- f) To inform the regional national personnel on UNDP and project related budgetary planning, budget reviews, and mandatory budget re-phasing;
- g) To review and discuss the strategies for knowledge sharing and for cross-sectoral regional learning;
- h) To further define the governance structure for the Initiative, the role of the RPCU, RSC and RSTC;
- i) To explain and agree on the PM&E process, provide training in the process, and agree on the annual workplan for PM&E including the developing of National PM&E Plans and learning approaches including Community Working Groups;
- j) To provide training in the conduct of stakeholder and gender analyses and develop and the implementation of stakeholder engagement plans
- k) Introduce the regional ‘ridge to reef’ communications strategy and provide training in the development of National implemented and assistance provided to national ‘ridge to reef’ communications strategies.
- l) To introduce all National Project Managers and Focal Points
- m) To familiarize participants with National R2R Programmes and their implementation including both STAR and IW Elements.

Initiative Monitoring and Evaluation

11. The Initiative Inception Report (IR) will be prepared immediately following the Inception Workshop which will endorse the reviewed national GEF IW National R2R Projects. It will guide implementation during the first year of the initiative and include:-
 - a detailed First Year Annual Work Plan.
 - Initiative budget for the first full year of implementation, prepared on the basis of the Annual Work Plan,
 - monitoring and evaluation requirements to effectively measure Initiative performance, national GEF IW National R2R Project establishment and start-up activities, and
 - an update of any changed external conditions that may affect Initiative implementation.When finalized the report will be circulated to Initiative counterparts and the RSC who will be given a period of one calendar month in which to respond with comments or queries.

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12. Initiative **Annual Project Report (APR)** and Initiative **Project Implementation Review (PIR)** are the GEF and UN agency requirements. The APR is a self-assessment report by the Initiative Project Coordination Unit, working with the Regional Project Steering Committee. Annual Regional Project Steering Committee Meetings will guide the implementation and monitoring of Initiative implementation, progress, and impact. An APR will be prepared at the end of the fourth quarter each year. The report will reflect progress against the Annual Work Plan and will assess the performance of the Initiative in contributing to intended project outcomes. The Annual Project Report (APR) will include:
 - (1) an analysis of Initiative performance over the reporting year, including outputs produced and, where possible, outcomes;
 - (2) the constraints to achieving outputs and outcomes, results, the reasons, and mitigation measures taken or planned;
 - (3) a revised Initiative logframe, where necessary, for consideration by the Implementing Agencies, including providing justification for the changes;
 - (4) annualised expenditure report;
 - (5) summarised lessons learned, and
 - (6) clear recommendations for future projects to address key problems in Initiative implementation and lack of progress.
13. Initiative **Quarterly Progress Reports (QPR)** short reports outlining main updates in Initiative progress prepared by the RPCU and provided to UNDP Suva and the UNDP-GEF regional office by the RPCU.
14. Initiative **Project Terminal Report (PTR)** will be prepared during the last three months of the Initiative by the RPCU. This comprehensive report will summarise all activities, achievements and outputs of the Initiative, lessons learned, objectives met, etc, and will provide lessons to the GEF. The Report will also provide recommendations for further steps that may need to be taken to ensure sustainability and replication of Initiative activities.
15. Initiative **Independent Evaluation**

The Initiative will require two external independent evaluations.

 - a) Initiative **Mid-Term Evaluation (MTE)** – will be undertaken at the end of the second year of implementation. Its purpose is to determine progress made towards achieving the outcomes of the Initiative and to identify any courses of action required to keep the Initiative on track.
 - b) Initiative **Final Evaluation (FE)** – will commence three months prior to the end date of the Initiative. The Final Evaluation will focus on similar issues to the Mid-Term Evaluation but will be expanded to include: impact, and sustainability. The Final Evaluation will also assess the Initiative's contribution to capacity development and the achievement of global environment benefits.

Terms of Reference for the MTE and the FE will be prepared by UNDP with guidance from the Regional Project Coordination Unit. Final Draft Terms of Reference will be shared with the Regional Project Steering Committee for their input.

Initiative Financial Reporting

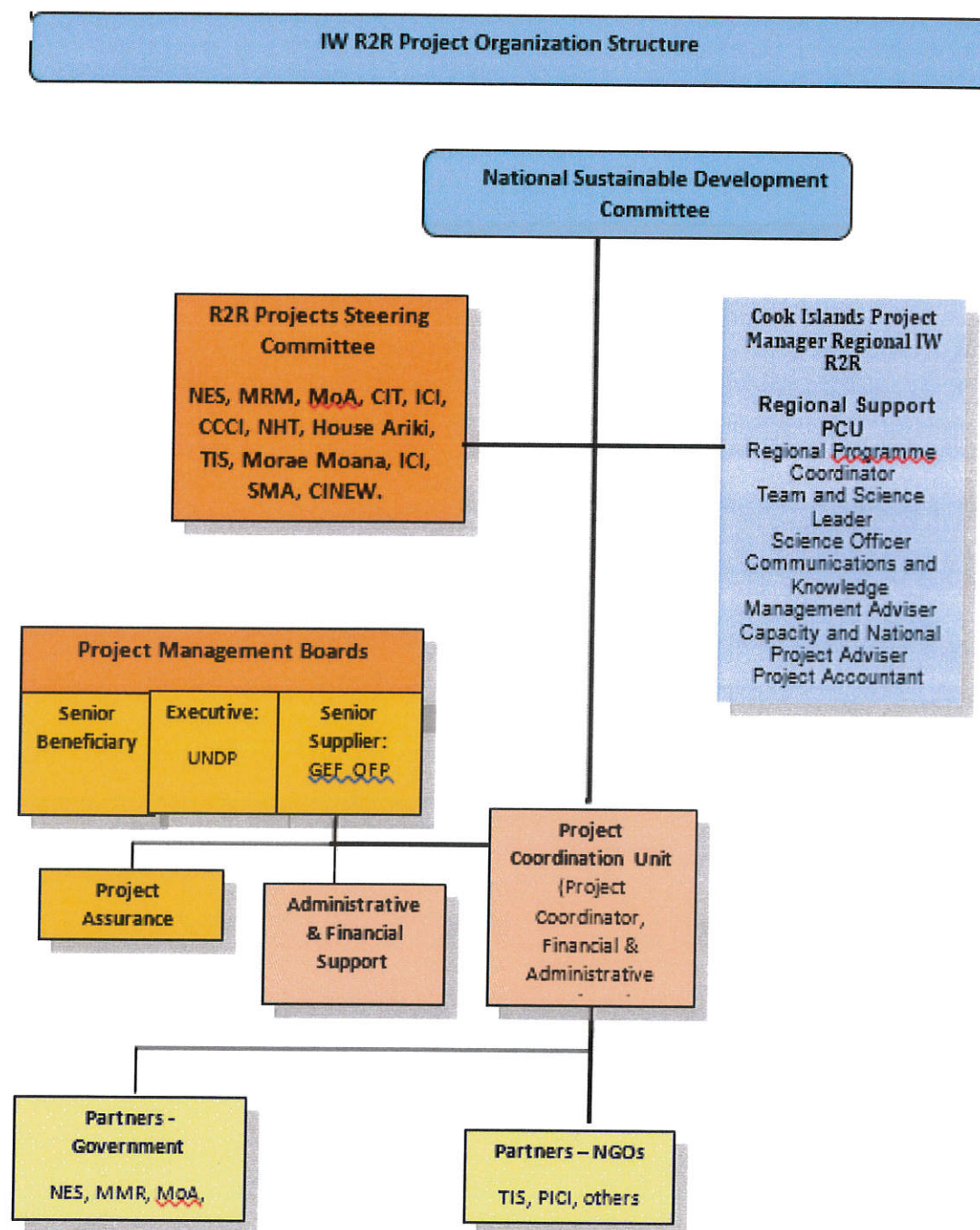
16. SPC will provide the UNDP PPR with certified periodic financial statements and with an annual audit of the financial statements relating to the status of UNDP/ (including GEF) funds according to the established procedures set out in this agreement and in future Initiative GEF IW National R2R Project Programming and Finance manuals.

Article V. National Implementation Strategy

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1. National GEF IW National R2R Project will be implemented by the application of the Guiding Principles of the Ridge to Reef Approach in Pacific PICS:-
 - (i) Acknowledging Inter-Connections of Land, Water and Coastal Systems:*
 - (ii) Promotion of Ridge to Reef and Community to Cabinet Approaches:*
 - (iii) Catalysing Community Action via Locally Driven Solutions:*
 - (iv) Doing is Seeing the Need:*
 - (v) Investing in Island-based Human Capital:*
 - (vi) Gender Mainstreaming in R2R:*
 - (vii) Supporting National and Regional Planning*
 - (viii) Application of Marine Spatial Planning in Ridge to Reef Planning and Management:*
 - (ix) Integrating Climate Variability and Change Considerations in National Planning:*
 - (x) Supporting Results Oriented Planning and Action:*
 - (xi) Effectively Communicating the Benefits of Integration and Lessons Learned:*
 - (xii) Guiding Coordinated Investment in the Sustainable Development of Island Communities:*
 - (xiii) Promoting Public-Private Partnerships:*
2. The NPM will be appointed by ICI in consultation with the Regional Programme Coordinator.
3. A diagram of the National Project Organisation and Governance is presented below.
4. The Project Board already been formed by the National GEF Pacific STAR R2R Project and will also act as the Steering Committee for the National IW R2R Project for which the IW R2R Project Manager will provide secretarial Services. (Indicative Terms of Reference for the Project Board acting as the IW R2R Steering Committee appear in annex 5 hereafter attached).
5. Technical Task Forces may be formed by the Project Board, as deemed necessary, with the objective of following-up and giving technical assistance on specific national GEF IW and STAR National R2R Project technical issues.
6. The PCC will be responsible for securing the necessary level of cooperation from their respective country, including the securing of country-specific information and resources necessary for successful GEF IW National R2R Project activities.
7. The Focal Agency will be reviewed during the first 6 months of the Initiative to ensure that they are the relevant National Implementing Partner. Identifying the technical focus of the GEF IW National R2R Project prior to project implementation will help in the national recruitment of the NPM.

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Article VI. General Responsibilities of the Parties

1. The Parties agree to carry out their respective responsibilities in accordance with the provisions of the present Agreement, and to undertake the GEF IW National R2R Project in accordance with SPC and UNDP policies and procedures as set out in the UNDP Project Document (refer annex 1), which forms an integral part of the present Agreement. .
2. **ICI** will act as the **National Implementing Partner**, its responsibilities and tasks as outlined in UNDP Project Document (refer annex 1) and further described in annex 6 (hereafter attached).

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3. The Head of **ICI** shall be the person having the ultimate authority and responsibility for the GEF IW National R2R Project and will be the primary point of contact for matters relating to this agreement and its performance.
4. The **Government of Cook Islands** shall provide the services of the following key personnel for the duration and delivery of this Agreement:

<i>Name</i>	<i>Position/Role</i>	<i>Period of Service</i>	<i>Responsibilities in relation to this Agreement</i>
Ngametua Pokino	R2R Focal Point		<ul style="list-style-type: none"> • Member of the Regional Steering Committee • Coordinate information and appropriate linkages between the GEF Pacific IW R2R Project and the GEF STAR R2R Project. • Assist with the selection and recruitment of the National Project Manager
Ngametua Pokino	NPM Supervisor		<ul style="list-style-type: none"> • Responsible for GEF IW National R2R Project implementation and the NPM • Undertake/conduct performance management of the NPM and 6 months Probationary review • Approve GEF IW National R2R Project progress and financial reports and funds requests
Tepaeru Herrmann	SPC National Representative		<ul style="list-style-type: none"> • Ensure knowledge and aware ICIs sharing about the GEF IW National R2R Project within host government
Joseph Brider	GEF National Focal Point		<ul style="list-style-type: none"> • Facilitate and coordinate consultations on GEF operational matters and information sharing among GEF Agencies, partners and relevant stakeholders

5. **ICI** shall give prior notification to the SPC Director or designated representative, in writing, of any changes in the above key personnel.
6. The key personnel detailed above will use their best endeavors to ensure the co-funding identified in the GEF IW National R2R Project document is sourced and directed at the achieving the GEF IW National R2R Project outputs and of ensuring potential and actual cofunding is identified and reported.
7. **ICI** agrees to include provision for the **Government of Cook Islands** co-funding within its annual budget submission and where appropriate to ensure the GEF IW National R2R Project is included within National Development Planning.
8. The Parties shall keep each other informed of all activities pertaining to the Initiative and GEF IW National R2R Project and shall consult on a regular basis ie as a minimum on a quarterly basis or as circumstances arise that may have a bearing on the achievement of the Objectives of the Initiative and GEF IW National R2R Project.
9. The R2R Focal Point will attend the annual RSC meeting and all travel costs and allowances will be funded by the GEF IW Regional R2R Project in accordance with standard SPC Travel Rules and Allowances.
10. The National Project Manager will attend the annual RSC meeting and all travel costs and allowances will be funded by the RPCU in accordance with will be funded by the GEF

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IW Regional R2R Project in accordance with standard SPC Travel Rules and Allowances.

11. The National STAR R2R Coordinator will attend the annual RSC and all travel costs and allowances will be funded by the National STAR Project in accordance with their procedures and policies. Additional National participants can be invited upon request but will be at cost to the National STAR Project.
12. **ICI** will ensure that personnel nominated to attend any Regional Training Workshops funded through the Initiative will have the required educational qualifications, experience and work related association and will nominate such attendees in consultation with the RPCU. The Regional Programme Coordinator reserves the right to refuse RPCU sponsorship if these criteria are not met by the nominated attendee.
13. Participants who have registered to attend a regional and or sub-regional project meeting will be required to agree to a proposed travel itinerary prior to travel. SPC will fund economy travel by the most direct and cost effective route. Names of participants submitted on registration forms **MUST** be the same as those shown on the participant's passports. SPC will not be responsible for any expenses arising from name changes. If participants fail to board or incur additional ticketing change costs and or fail to attend the meeting the portions of the non-refundable or additional costs associated with travel and meeting costs will be deducted from the National Project Pilot Project budgets and the SPC National Focal Point informed of this charge.
14. SPC does not provide insurance for participants whilst travelling to or from SPC meetings, nor during the period of attendance at the meeting. SPC will not be held liable for any expenses arising from sickness, injury, or other disability.
15. **ICI** may use the name and emblem of the SPC or UNDP only in direct connection with the Initiative, and subject to prior written consent of the Parties.
16. SPC will facilitate access to information, advisory services, technical and professional support available and will assist the **ICI** to access the advisory services of other CROP and United Nations organizations, whenever necessary.
17. The Parties shall cooperate in any public relations or publicity exercises, when the Parties deem these appropriate or useful.

Article VII. Personnel Requirements

1. **ICI** shall be fully responsible for all services performed by its personnel, agents, employees, or contractors (hereinafter referred to as "Personnel").
2. The GEF IW National R2R Project Personnel shall not be considered in any respect as being the employees or agents of SPC. **ICI** shall ensure that all relevant national labour laws are observed in relation to the GEF IW National R2R Project Personnel.
3. **ICI** will be responsible for ensuring all administrative and human resource management functions for GEF IW National R2R Project staff, including but not limited to;
 - a. Fortnightly salary payments
 - b. Record of attendance.
 - c. Management of any leave entitlements as per standard Public Service Commission (or equivalent) rules.

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- d. Provision of suitable office space and furniture, including access to a telephone and the internet to allow communication with the RPCU and other stakeholders in-country and regionally.
4. To achieve the objectives of the GEF IW National R2R Project **ICI** shall ensure that its GEF IW National R2R Project Personnel meet the highest standards of qualification and technical and professional competence necessary for the achievement of the objectives, and that decisions on employment related to the GEF IW National R2R Project shall be free of discrimination on the basis of race, religion or creed, ethnicity or national origin, gender, handicapped status, or other similar factors.
5. **ICI** shall ensure that all Personnel are free from any conflicts of interest relative to the GEF IW National R2R Project activities.
6. Personnel will be subject to a 6 months probation period which can, after discussions between the Head of the National Implementing Partner, and the Regional Programme Coordinator be extended for a further 6 months. Confirmation of appointment will be based on an assessment of performance against the personnel's agreed workplans, proper documentation recording and reporting and will be undertaken in consultation with the Regional Programme Coordinator.
7. A Performance Management System will be used to monitor and evaluate the performance by Personnel and will form part of the Fixed Term Contracts for Project Staff. The Head of the National Implementing Partner will undertake the reviews and agrees to consult with the RPCU in compiling each performance appraisal.

Article VIII. Terms and Obligations of Personnel

1. **ICI** undertakes to be bound by the terms and obligations specified below, and shall accordingly ensure that the personnel performing GEF IW National R2R Project-related activities under the present Agreement comply with these obligations.
2. The Personnel shall be under the direct charge of the Head - **ICI** but will also be responsible to the Regional Programme Coordinator for the implementation of the GEF IW National R2R Project and its reporting requirements in accordance with SPC, GEF and UNDP policies and procedures as set out in the annexed Initiative Project Document (Annex 1). Should any conflict in responsibility arise between the Head of **ICI** and **SPC** or **UNDP** then the Head of **ICI** will prevail, provided such an outcome is not in conflict with this agreement and with SPC and UNDP policies and procedures as set out in the Initiative Project Document (Annex 1).
3. Further to subparagraph (2) above, Personnel shall not seek nor accept instructions regarding the activities under the present Agreement from any other authority external to the Parties;
4. Personnel shall refrain from any conduct that would adversely reflect on SPC, UNDP and GEF and shall not engage in any activity which is incompatible with the aims and objectives of the Parties. Failure to comply with these requirements will result in the dismissal of the Personnel concerned
5. Information that is considered confidential shall not be used without the authorization of all Parties. In any event, such information shall not be used for individual profit. The National Project Manager may communicate with the media regarding the methods and scientific procedures used by the GEF IW National R2R Project; however, RPCU clearance is

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required for the use of the name SPC, GEF or UNDP in conjunction with Initiative and GEF IW National R2R Project activities.

Article IX. Supplies and Procurement

1. SPC shall contribute a total amount of US\$200,000 subject to the approval by the RPC of the overall workplan and budget submitted by ICI. Funds will be dispersed in compliance with GEF IW National R2R Project reporting requirement on a quarterly basis based on:-
 - a. reported expenditure of the preceding quarter
 - b. a quarterly workplan with projected expenditure
 - c. signed Cash Advance Request Form (Annex 7).
2. Equipment, non-expendable materials, or other property furnished or financed by the Initiative shall remain the property of UNDP and shall be returned to UNDP upon completion of the Initiative or upon termination of the present Agreement, unless otherwise agreed upon between the Parties, and in consultation with SPC. During the GEF IW National R2R Project implementation and prior to such return, ICI shall be responsible for the proper custody, maintenance and care of all equipment. ICI shall, for the protection of such equipment and materials during implementation of the GEF IW National R2R Project, obtain appropriate insurance in such amounts as may be agreed upon between the Parties and incorporated in the GEF IW National R2R Project Budget. If insurance is unavailable then the ICI will write to RPCU informing it of the reason that such property cannot be insured. The RPCU will, provided the reason given is incapable of resolution, write back agreeing to a variation in the terms of **Article XVI (1)**.
3. In its procedures for procurement of goods, services or other requirements with funds made available by SPC as provided for in the GEF IW National R2R Project Budget, ICI shall ensure that, when placing orders or awarding contracts, it will safeguard the principles of highest quality, economy and efficiency, and that the placing of such orders will be based on an assessment of competitive quotations, bids, or proposals as required by the host governments procurement guidelines unless otherwise agreed to by SPC.
4. SPC shall make every effort to assist ICI in clearing all equipment and supplies through customs at places of entry into the country where GEF IW National R2R Project activities are to take place.
5. ICI shall maintain complete and accurate records of equipment, supplies and other property purchased with the GEF IW National R2R Project funds and provide updated quarterly reports to the RPCU and shall take annual physical inventories. ICI shall provide SPC annually with the inventory of such equipment, property and non-expendable materials and supplies, and at such time and in such form as SPC may request.
6. In case of damage, theft or other losses of property made available to the ICI shall provide the Regional Programme Coordinator with a comprehensive report, including police report, where appropriate, any other evidence giving full details of the events leading to the loss of the property

Article X. Financial and Operational Arrangements

1. In accordance with the Initiative Budget, SPC has allocated and will make available to ICI funds up to the maximum amount of US\$200,000. A first installment of US\$15,000 has been allocated for the first quarter of the GEF IW Cook Islands R2R Project and advanced

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to **ICI** such installment to be contingent upon the signing of this agreement. The second and subsequent installments will be advanced to **ICI**, when a financial and narrative report for the completed quarter have been submitted to and accepted by the Regional Programme Coordinator and when 80% of the advanced funds have been acquitted.

2. **ICI** shall be authorized to make variations not exceeding 20 per cent on any one line item of the GEF IW National R2R Project Budget provided that the total Budget allocated is not exceeded. The National Project Manager shall notify the Regional Programme Coordinator about any expected variations on the occasion of the regular consultations. Any variations exceeding 20 per cent on any one line item that may be necessary for the proper and successful implementation of the GEF IW National R2R Project shall be subject to prior consultations with and approval by the Regional Programme Coordinator.
3. **ICI** shall ensure that any item (equipment, inventory, services) purchased/rendered using purchase order, will be settled within the quarter in order to qualify for the next quarter advance.

Article XI. Maintenance of Records

1. **ICI** shall keep accurate and up-to-date records and documents in respect of all expenditures incurred with the funds made available to ensure that all expenditures are in conformity with the provisions of the GEF IW National R2R Project Work Plan and GEF IW National R2R Project Budgets. For each disbursement, proper supporting documentation shall be maintained, including original invoices, bills, and receipts pertinent to the transaction.
2. Upon completion of the GEF IW National R2R Project or Termination of the Agreement, **ICI** shall maintain the records for a period of at least four years unless otherwise agreed upon between the Parties.
3. **ICI** shall keep accurate and up-to-date records and documents in respect of all Co-funding directed to or associated with the GEF IW National R2R Project. Co-funding records will be maintained in accordance with the requirements of the Co-funding sources identified in the GEF IW National R2R Project document. Any additional co-funding will also be recorded.

Article XII. Reporting Requirements

1. **ICI** shall provide SPC with quarterly reports on the progress, activities, achievements and results of the GEF IW National R2R Project.
2. Financial reporting will be on quarterly basis. **ICI** will prepare quarterly financial reports based on the closure of the quarterly accounts on the 20th day of the third month and the final reports will be submitted no later than the 3rd working days after the end of the quarter in a format prescribed by the RPCU that meets SPC and UNDP financial reporting requirements.
3. Co-funding reporting will be on a quarterly basis and **ICI** will prepare quarterly financial reports based on the closure of the quarterly accounts on the 20th day of the third month and the final reports will be submitted no later than the 3rd working days after the end of the quarter in a format prescribed by the RPCU that meets SPC and UNDP financial reporting requirements.

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4. Within one month of the completion of the GEF IW National R2R Project or of the termination of the present Agreement, **ICI** shall submit to the Regional Programme Coordinator a final report on the GEF IW National R2R Project activities and include a final financial report on the use of the funds, as well as an inventory of supplies and equipment.

The financial report has been designed to reflect the transaction of a project on a cash basis, for this reason, unliquidated obligations or commitments cannot be reported to UNDP, i.e. reports have to be on cash basis. However the **ICI** shall provide an indication when submitting financial reports as to the level of unliquidated obligations or commitments, for advance request purpose.

ICI may submit financial reports to the Regional Programme Coordinator once all cash have been utilized and not wait till the end of the quarter seek a fresh disbursement of funds.

Article XIII. Audit Requirements

1. **ICI** shall submit to the Regional Programme Coordinator a certified annual financial statement on the status of funds advanced. The GEF IW National R2R Project may be audited annually or at any other time as deemed appropriate by the Regional Programme Coordinator and or UNDP, at the GEF IW National R2R Project's expense, in consultation with the Parties to the GEF IW National R2R Project.
2. Notwithstanding the above, SPC shall have the right, at its own expense, to audit or review such GEF IW National R2R Project-related accounts, books and records as it may require and to have access to the GEF IW National R2R Project-related books and records of **ICI**, as necessary.

Article XIV. Responsibility for Claims

1. **ICI** shall indemnify, hold and save harmless, and defend at its own expense its officials and persons performing services, from and against all suits, claims, demands and liability of any nature and kind, including their cost and expenses, arising out of the acts or omissions of **ICI** or its employees or persons hired for the management of the present Agreement and the GEF IW National R2R Project.
2. **ICI** shall be responsible for, and deal with all claims brought against it by its Personnel, employees, agents or subcontractors.

Article XV. Suspension and Early Termination

1. The Parties hereto recognize that the successful completion and accomplishment of the purposes of the Initiative are of paramount importance, and that SPC may find it necessary to terminate the GEF IW National R2R Project, or to modify the arrangements for the management of a GEF IW National R2R Project, should circumstances arise that jeopardize successful completion or the accomplishment of the purposes of the Initiative. The provisions of the present Article shall apply to any such situation.
2. SPC shall consult with **ICI** if any circumstances arise that, in the judgment of SPC, interfere or threaten to interfere with the successful completion of the GEF IW National R2R Project or the accomplishment of its purposes. **ICI** shall promptly inform the SPC of any such circumstances that might come to its attention. The Parties shall cooperate

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towards the rectification or elimination of the circumstances in question and shall exert all reasonable efforts to that end, including prompt corrective steps by ICI, where such circumstances are attributable to it or within its responsibility or control. The Parties shall also cooperate in assessing the consequences of possible termination of the GEF IW National R2R Project on the stakeholders of the GEF IW National R2R Project.

3. SPC may at any time after occurrence of the circumstances in question, and after appropriate consultations, suspend and terminate the GEF IW National R2R Project by written notice to ICI, without prejudice to the initiation or continuation of any of the measures envisaged in paragraph 2, above, of the present Article. The SPC may indicate to ICI the conditions under which it is prepared to authorize management of the GEF IW National R2R Project to resume.
4. ICI may terminate the present Agreement in cases where an unexpected and or irrevocable condition has arisen that significantly impedes ICI from successfully fulfilling its responsibilities under the present Agreement, by providing SPC with written notice of its intention to terminate the present Agreement at least 30 days prior to the effective date of termination if the GEF IW National R2R Project has a duration of up to six months from commencement and at least 90 days prior to the effective date of termination if the GEF IW National R2R Project has had a duration of greater than six months or more. In such a case, ICI shall undertake no forward commitments and shall return to SPC, within 30 days, all unspent funds, supplies and other property provided by SPC unless SPC has agreed otherwise in writing.

Article XVI. Amendments

1. The present Agreement or its Annexes may be modified or amended only by written agreement between the Parties.

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto, have on behalf of the Parties hereto signed the present Agreement at the place and on the day below written.

For the ICI:

Signature: _____
Name: NGAMERUA TOKYNO
Title: SECRETARY ICI
Place: RUA TO A COOK IS
Date: _____



For SPC:

Signature: _____
Name: Anthony Amari
Title: DDG
Place: SUA
Date: 15. 1. 2016

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Annex 6: National Implementing Partner's Management Responsibilities

Each GEF Pacific IW R2R – supported GEF IW National R2R Project may have only one management agent. The R2R Focal Point, in cooperation with the SPC, is responsible for designating the National Implementing Partner/entity to serve as the management agent for the GEF IW National R2R Project. The designated management agent must be directly concerned substantively with the GEF IW National R2R Project activities and maintain the overall responsibility of the GEF IW National R2R Project as described in the GEF IW National R2R Project Inception Document.

ICI is accountable to the **PCC, RSC and SPC** for the production of outputs, for the achievement of GEF IW National R2R Project outcomes, and for the use of Initiative resources.

In terms of overall administrative and technical responsibilities, the National Implementing Partner is responsible for:

- i. Providing services;
- ii. Planning and overall management of the GEF IW National R2R Project and its day-to-day activities ;
- iii. Reporting on substantive and financial issues to the Regional Programme Coordinator;
- iv. Accounting;
- v. Procurement;
- vi. Ensuring the delivery of GEF IW National R2R Project inputs and their conversion into GEF IW National R2R Project outputs as detailed in the GEF IW National R2R Project Document;
- vii. Monitoring and evaluating the GEF IW National R2R Project activities and progress;
- viii. Supervising the implementing agents;
- ix. Managing and auditing the use of the Initiative resources

In terms of **Financial responsibilities**, ICI is responsible for:

- i. Managing all Initiative resources allocated to the GEF IW National R2R Project;
- ii. Maintaining an accounting system that contains records and controls that are sufficient to ensure the accuracy and reliability of GEF IW National R2R Project financial information and reporting, as well as to track advances received and disbursed, expenditure records, and direct payments made by SPC;
- iii. Managing SPC resources allocated to the GEF IW National R2R Project to achieve the expected results and planning financial disbursements, in accordance with the work plan and GEF IW National R2R Project Document;
- iv. Spending the designated advance funds as agreed in the detailed annual GEF IW National R2R Project work plan and in the project documents in order to achieve the results;

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- v. Recording the receipt and disbursement of SPC funds in the manner required by the Regional Programme Coordinator and verifying that disbursements do not exceed the available funds or the amount allocated to each budgetary category; (i.e Financial reporting):
- vi. Justifying expenditures made from the advance funds in the event that a further advance of funds is requested;
- vii. Maintaining an inventory recording the acquisition and disposition of property and equipment purchased/procured using SPC funds;
- viii. Preparing and submitting quarterly Financial reports to SPC;
- ix. Continuously monitoring the progress made and the disbursement of funds in order to prevent/minimize/mitigate any misuse funds.