



SERVICES AGREEMENT

[Registry file #]

Date

Contractor details
Contractor address

Services Agreement for XXXX

between

The Secretariat of the Pacific Regional Environment Programme (SPREP)

and

XXXXX

(together, "the Parties")

Dear XXX,

I am pleased to offer you this Services Agreement ("the Agreement") with the Secretariat of the Pacific Regional Environment Programme (SPREP) in accordance with the following terms and conditions.

Interpretation

"Dependency" means any factor that the Consultant is dependent upon occurring or not occurring in order to provide the Services.

"Director General" means the Director General of SPREP and includes "Officer-in-charge" and "Acting Director General".

"Extraordinary Event" An event that is beyond the reasonable control of the Party immediately affected by the event. An Extraordinary Event does not include any risk or event that the Party claiming could have prevented or overcome by taking reasonable care. Examples include:

- a) acts of God such as lightning strikes, earthquakes, tsunamis, volcanic eruptions, floods, storms, explosions, fires, pandemics and any natural disaster;
- b) acts of war (whether declared or not), invasion, actions of foreign enemies, military mobilisation, requisition or embargo;
- c) acts of public enemies, terrorism, riots, civil commotion, malicious damage, sabotage, rebellion, insurrection, revolution or military usurped power or civil war,
- d) nationalisation, government sanctions, travel bans, embargoes, labour disputes, strikes or lock-outs
- e) pandemics, including but not limited to COVID-19;
- f) contamination by radioactivity from nuclear substances or germ warfare or any other such hazardous events.

“Services” means the work to be done under the Terms of Reference.

1. Terms of Reference for Services

The Terms of Reference are set out in the Attachment which forms part of this Agreement.

2. Duration

The Services will start XXX.

The agreement will end XXXX.

3. Remuneration

- a) The Contractor will receive a total sum of SAT for services rendered.
 - a. SAT to be paid upon completion of xxxx
 - b. SAT to be paid within 30 days following the successful completion and acceptance by SPREP of the works as specified in the TOR
- b) SPREP reserves the right to withhold remuneration if in the option of the Director General (acting reasonably) the Services under this Agreement are unsatisfactory, incompetently, or incompletely performed or money is owed to SPREP by the Contractor.
- c) The Contractor must provide an invoice for each payment instalment.

4. Contractor's Bank Information

- a) The Contractor shall provide SPREP with the required bank information for payments to be made:

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

- b) Unless otherwise agreed with the Contractor, SPREP shall remit payment of the Contract Price by electronic transfer. The Contractor shall provide the Buyer with the Supplier's bank details noted above such as, but not limited to account name, account number, bank name, bank branch, country address, and swift code on its invoices or request for payment.

5. Status of Contractor

- a) The Contractor shall be considered as having the legal status of an independent contractor and not the status of an official or staff member of SPREP. Agents, employees or representatives of the Contractor shall not be considered as being officials or staff of SPREP.
- b) The Contractor is entitled only to those benefits stated in this Agreement.

6. Delay

- a) The Consultant must notify SPREP's Contract Manager in writing as soon as reasonably practicable after the Consultant becomes aware of circumstances (including any Dependency or an Extraordinary Event) which may give rise to delay together with an estimate of further time required for the completion of the Services and the Parties will consult in good faith as to how to proceed.
- b) In event of any Dependency affecting the Consultant's ability to provide the Services and notified under this clause, then the Parties will, as appropriate, also consult in good faith to agree an extension of time, variation to the Services and/or variation to the Consultancy Fee accordingly.
- c) Neither Party will be liable for a breach of its obligations under this Agreement to the extent that the performance of such obligations is prevented by an Extraordinary Event. If an Extraordinary Event affects a Party's ability to perform its obligations under this Agreement for a period of sixty (60) consecutive Business Days, then either Party may (subject to the cessation of the Extraordinary Event) terminate this Agreement upon ten (10) Business Days' written notice to the other Party.
- d) The Parties agree that the following are Dependencies under this Agreement:
 - Timely provision of all information, approvals and assistance by SPREP that the Consultant reasonably requires to provide the Services.

7. Financial responsibility

The Contractor agrees it is responsible for:

- a) payment of applicable taxes, superannuation and the like
- b) all insurance cover including for liability

8. Liability

- a) The Contractor shall perform the Services with due professional care and skill.
- b) The Contractor agrees to provide remedial work for a further 6 months from the date of final payment if shortcomings are subsequently discovered in the Services provided.
- c) The Contractor shall have full regard to SPREP's interests and not knowingly take any action that might adversely affect SPREP.
- d) The Consultant agrees to indemnify and hold harmless SPREP of and from any and all claims, demands, losses, causes of action, damage, lawsuits, judgments, including lawyer's fees and costs, arising from
 - (i) any act or omission by the Consultant (including any of its personnel) in connection with this Agreement;
 - (ii) any breach by the Consultant (including any of its personnel) of its obligations under this Agreement;

- (iii) any use or disclosure by the Consultant (including its personnel) of Confidential Information held or controlled in connection with this Agreement.
- (iv) Intellectual property breaches.

9. Termination

- a) If the Contractor acts in a manner which in the reasonable opinion of the Director General has a serious negative impact upon SPREP, the Director General may immediately terminate this Agreement.
- b) Other than termination in accordance with sub-clause (a), either Party may terminate this Agreement at any time by giving the other ten days' notice in writing of its intention to do so.
- c) Upon receipt of a notice to terminate:
 - (i) the Parties will take all action necessary to cancel outstanding commitments relating to the Services under this Agreement and will use their best efforts to honour their respective prior commitments.
 - (ii) SPREP will make payment for work satisfactorily completed up to the time of termination, up to the stated maximum.
- d) The Contractor will return all unexpended funds.
- e) Termination or expiry of this Agreement will not prejudice any rights or obligations of the Parties which exist, whether under this Agreement, at law or otherwise, prior to termination or expiry.
- f) Clauses 6, 7 and 8 and any other relevant provisions, will survive the termination or expiry of this Agreement.

10. Applicable Law

This Agreement shall be governed by the laws of Samoa.

11. Dispute resolution

The Parties shall cooperate to carry out their obligations in good faith and shall endeavour to resolve any disagreement in an amicable manner, including through use of mediation and conciliation processes.

12. Variation of Agreement

This Agreement may be varied by written agreement of the Parties.

13. Contract Manager

- a) Lawrence Warner of Finance and Administration and XXXX as the Contract Managers are responsible for managing the Contract, including:
 - i) Managing the relationship between the Parties
 - ii) Overseeing the effective implementation of this Contract
 - iii) Act as a first point of contact for any issues that arise and,
 - iv) Address and resolve any issues in a prompt manner.
- b) Changing the Contract Manager
If a Party changes its Contract Manager it must tell the other Party, in writing, the name and contact details of the replacement within 5 business days of the change.

10. Service Obligations

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

14. Counterparts

This Agreement may be executed in any number of counterparts (including by facsimile or electronic copies) each of which, when taken together, will constitute one and the same document.

Should these terms and conditions be acceptable to you, please sign below, also initial each page of the Agreement and its attachment, and return one copy of each to me.

Yours sincerely,

_____ **XXXXX**
XXXXX

Date:

Date:

ATTACHMENT

TERMS OF REFERENCE FOR SERVICES

Scope of works: