

FED/2012/022-937

FINANCING AGREEMENT

between

THE PACIFIC FORUM SECRETARIAT

and

THE EUROPEAN UNION

"Pacific Hazardous Waste Management (PacWaste)"





Level 4, Development Bank Centre,
Private Mail Bag, GPO Suva
Fiji

b) **for the Beneficiary**

Regional Authorising Officer
Pacific Islands Forum Secretariat
Ratu Sukuna Road, Muanikau,
Private Mail Bag, Suva
Fiji

ARTICLE 9 - ANNEXES

9.1 The following documents shall be annexed to this Financing Agreement and form an integral part thereof:

Annex I: General Conditions

Annex II: Technical and Administrative Provisions

9.2 In the event of a conflict arise between the provisions of the Annexes and those of the Special Conditions of the Financing Agreement, the provisions of the Special Conditions shall take precedence. In the event of a conflict arise between the provisions of Annex I and those of Annex II, the provisions of Annex I shall take precedence.

ARTICLE 10 - OTHER SPECIAL CONDITIONS APPLYING TO THE PROGRAMME

10.1 The General Conditions are supplemented by:

10.1.1 Article 8.1 shall be supplemented by the following paragraph:
For the components of this Financial Agreement implemented under Joint Management or Indirect Centralised Management the procedures of the delegated body will apply.

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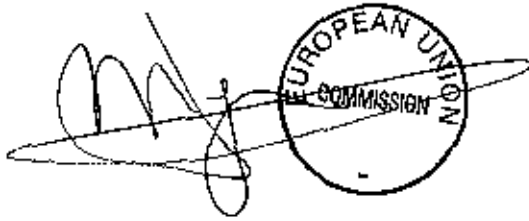
ARTICLE II – ENTRY INTO FORCE OF THE FINANCING AGREEMENT

The Financing Agreement shall enter into force on the date on which it is signed by the last party.

Done in 3 original copies, 2 copies being handed to the Commission and 1 to the Beneficiary.


FOR THE COMMISSION

Dirk Meganck
Authorising officer of the EDF
by Subdelegation

A handwritten signature in black ink is written over a circular stamp. The stamp contains the text "EUROPEAN UNION" at the top and "COMMISSION" at the bottom.

Date 7.3.2013

FOR THE BENEFICIARY



Mr Tulloma Neroni **SLADE**
Secretary General
Pacific Islands Forum Secretariat

Date 04.04.2013

A large, stylized handwritten signature in black ink.

Mr Andris **PIEBALGS**
EU Commissioner for Development

FINANCING AGREEMENT

Special Conditions

The European Union, hereinafter referred to as "**the EU**", represented by the European Commission, hereinafter referred to as "**the Commission**", in its capacity as manager of the 10th European Development Fund, hereinafter referred to as "**the EDF**",

of the one part, and

The Pacific Forum Secretariat, represented by The Regional Authorizing Officer, hereinafter referred to as "**the Beneficiary**",

of the other part,

have agreed as follows:

ARTICLE 1 - NATURE AND PURPOSE OF THE OPERATION

1.1. The EU shall contribute to the financing of the following programme: EU PacWaste Programme

CRIS decision number: FED/2012/022-937

Title: Pacific Hazardous Waste Management (PacWaste)

hereinafter referred to as the programme, which is described in the Technical and Administrative Provisions.

1.2 This programme shall be implemented in accordance with this Financing Agreement and the annexes thereto.

ARTICLE 2 - TOTAL ESTIMATED COST AND THE EDF FINANCIAL CONTRIBUTION

2.1 The total cost of the programme is estimated at 8,000,000 euro.

2.2 The EU undertakes to finance a maximum of **8,000,000 euro**. The breakdown of the EDF financial contribution into budget headings is shown in the budget included in the Technical and Administrative Provisions.

ARTICLE 3 - THE BENEFICIARY'S CONTRIBUTION

3.1 The Beneficiary undertakes to co-finance the programme with zeroeuro. The breakdown of the Beneficiary's financial contribution into budget headings is shown in the budget included in the Technical and Administrative Provisions.

3.2 Where there is a non-financial contribution by the Beneficiary, detailed arrangements for the delivery of such contribution shall be set out in the Technical and Administrative Provisions.

ARTICLE 4 - IMPLEMENTATION

In order to implement the programme, the financial implementation tasks as described in the Technical and Administrative Provisions are entrusted by the Commission to the Beneficiary.

ARTICLE 5 - PERIOD OF EXECUTION

5.1 The period of execution of the Financing Agreement, as defined in Article 4 of the General Conditions, shall commence on the entry into force of the Financing Agreement and end 72 months after this date.

5.2 The duration of the operational implementation phase is fixed at 48 months.

5.3 The duration of the closure phase is fixed at 24 months.

ARTICLE 6 - PAYING AGENT

In order to effect the payments resulting from this Financing Agreement, the role of paying agent shall be performed by the financial institution chosen by the Commission.

ARTICLE 7 - PUBLICATION OF INFORMATION

Information, as mentioned in Article 11 of the General Conditions, shall be published each year by the Beneficiary on its website.

ARTICLE 8 - ADDRESSES

All communications concerning the implementation of the Financing Agreement shall be in writing, refer expressly to the programme and be sent to the following addresses:

a) for the Commission

Head of Delegation

Delegation of the EU for the Pacific



Handwritten signature and date: 28-3-13

ANNEX I - GENERAL CONDITIONS

TITLE I - PROJECT/PROGRAMME FINANCING

ARTICLE 1 – GENERAL PRINCIPLE

- 1.1 The EDF financial contribution shall be limited to the amount specified in the Financing Agreement.
- 1.2 The provision of EDF financing shall be subject to fulfilment of the Beneficiary's obligations under this Financing Agreement.
- 1.3 The expenditure incurred by the Beneficiary before the entry into force of the Financing Agreement is not eligible for the EDF financing.

ARTICLE 2 - COST OVERRUNS AND COVERING THEM

- 2.1 Individual overruns of the budget headings of the Financing Agreement are dealt with by reallocating funds within this budget, in accordance with Article 22 of these General Conditions.
- 2.2 Wherever there is a risk of overrunning the global amount set in the Financing Agreement, the Beneficiary shall immediately inform the Commission and seek its prior approval for the corrective measures planned to cover the overrun, proposing either to scale down the project/programme or to draw on its own or other non-EDF resources.
- 2.3 If the project/programme cannot be scaled down, or if the overrun cannot be covered either by the Beneficiary's own resources or other resources, the Commission may, at the Beneficiary's duly substantiated request, decide to grant additional EDF financing. Should the Commission take such a decision, the excess costs shall be financed, without prejudice to the relevant EU rules and procedures, by the release of an additional financial contribution to be set by the Commission.

TITLE II - IMPLEMENTATION

ARTICLE 3 – GENERAL PRINCIPLE

The project/programme shall be implemented under the responsibility of the Beneficiary with the approval of the Commission.

ARTICLE 4 - PERIOD OF EXECUTION

- 4.1 The period of execution of the Financing Agreement shall comprise two phases:
- an operational implementation phase, in which the principal activities are carried out. This phase shall commence on the entry into force of the Financing Agreement and end with the opening of the closure phase;
 - a closure phase, during which final audits and evaluation are carried out and contracts and programme estimates for the implementation of the Financing Agreement are technically and financially closed. This phase shall end at the latest 24 months after the end of the operational implementation phase.
- 4.2 Costs related to the principal activities shall be eligible for EDF financing only if they have been incurred during the operational implementation phase. Costs related to final audits and evaluation and closure activities shall be eligible up to the end of the closure phase.
- 4.3 Any balance remaining from the EDF contribution will be automatically decommitted no later than six months after the end of the period of execution.
- 4.4 In exceptional and duly substantiated cases, a request may be made for the extension of the operational implementation phase and correlatively of the period of execution. If the extension is requested by the Beneficiary, the request must be made at least three months before the end of the operational implementation phase and approved by the Commission before that latter date.
- 4.5 In exceptional and duly substantiated cases, and after the end of the operational implementation phase, a request may be made for the extension of the closure phase and correlatively of the period of execution. If the extension is requested by the Beneficiary, the request must be made at least three months before the end of the closure phase and approved by the Commission before that latter date.

TITLE III – PAYMENTS TO BE MADE BY THE COMMISSION TO THIRD PARTIES

ARTICLE 5 – DEADLINE FOR PAYMENTS TO BE MADE BY THE COMMISSION TO THIRD PARTIES

- 5.1 When the Commission is making payments related to contracts implementing the Financing Agreement and awarded by the Beneficiary, the Beneficiary shall undertake to provide the Commission with the payment request or invoice not later than:
- (i) for procurement contracts, 45 calendar days after registering an admissible payment request;
 - (ii) for grant contracts, (a) 15 calendar days for the initial pre-financing, (b) 30 calendar days for further pre-financing / balance payments; both before the expiry of the payment deadline specified in the contract.

The Beneficiary shall notify the Commission of the date of registration of this request. The payment request is not admissible if at least one essential requirement is not met. The time limit for payments may be suspended at any time by the Commission by informing the Beneficiary that the payment request can not be met, either because the amount is not due or because the appropriate supporting documents have not been produced. If information which puts in doubt the eligibility of expenditure appearing in a payment request comes to the notice of the Commission, the Commission may suspend the time limit for payment for the purpose of further verification, including an on-spot check, in order to ascertain, prior to payment, that the expenditure is indeed eligible. The Commission shall inform the Beneficiary as soon as possible.

5.2 a) For procurement contracts:

The deadline referred to in paragraph 5.1 shall also apply when payment is conditional on approval of a report. In this case, the request for payment can be considered admissible but the time limit for payment shall begin only when the Beneficiary has approved the report, either expressly, by notifying the contractor, or tacitly, by allowing the contractual deadline for approval to expire without sending the contractor a document formally suspending that deadline. The Beneficiary shall notify the Commission of the date of approval of the report.

b) For grant contracts:

The deadline referred to in paragraph 5.1 shall also apply when payment is conditional on approval of a report. The approval of any report is included in the payment deadline specified in the contract. To this end, the Beneficiary has to approve the report and provide the Commission with the payment request or invoice within the deadline set above in article 5.1. When the Beneficiary does not approve the report, he shall send, as soon as possible, to the contractor or grant beneficiary a document formally suspending the deadline for payment and explaining the reasons for suspension. Suspension is effective from the sending of the notification. The contractor or grant beneficiary must provide clarifications, modifications or further information within 30 days of the notification. The time limit for payment begins to run again from the date on which the clarifications are registered.

5.3 In the event of any delay in forwarding payment requests attributable to the Beneficiary, the Commission shall not be obliged to pay the contractor the late-payment interest provided for in contracts, which will be payable by the Beneficiary. The contractor is entitled to payment of late-payment interest, unless he is a government department or public body in an EU Member State.

TITLE IV – PAYMENTS TO BE MADE BY THE BENEFICIARY TO THIRD PARTIES AND DISBURSEMENT TO BE MADE BY THE COMMISSION THROUGH PROGRAMME ESTIMATES

ARTICLE 6 – GENERAL PRINCIPLE

- 6.1 When the Beneficiary is making payments to third parties, programme estimates must be drawn up and adopted beforehand.
- 6.2 The programme estimate is a document laying down the programme of measures to be carried out and the human and material resources required, the corresponding budget and the detailed technical and administrative implementing arrangements for decentralised execution of a project/programme over a specified period by direct labour and/or by means of public procurement and/or the award of grants.
- 6.3. All programme estimates implementing the Financing Agreement must respect the procedures and standard documents laid down by the Commission, in force at the time of the adoption of the programme estimates in question.

ARTICLE 7 - DISBURSEMENT

- 7.1 The Commission shall transfer funds no later than 45 calendar days after the date on which it registers an admissible payment request from the Beneficiary. The payment request is not admissible if at least one essential requirement is not met. The time limit for payments may be suspended by the Commission by informing the Beneficiary, at any time during the period referred to above, that the payment request can not be met, either because the amount is not due or because the appropriate supporting documents have not been produced. If information which puts in doubt the eligibility of expenditure appearing in a payment request comes to the notice of the Commission, the Commission may suspend the time limit for payment for the purpose of further verification, including an on-spot check, in order to ascertain, prior to payment, that the expenditure is indeed eligible. The suspension shall be communicated to the Beneficiary as soon as possible. The time limit for payment shall resume once the payment request becomes admissible.
- 7.2 The Commission shall make payments to a bank account opened at a financial institution accepted by the Commission.
- 7.3 The Beneficiary shall guarantee that funds paid by the Commission by way of pre-financing can be identified in this bank account.
- 7.4 Transfers in euro shall, if necessary, be converted into the Beneficiary's national currency as and when payments have to be made by the Beneficiary, at the bank rate in force on the day of payment by the Beneficiary.
- 7.5 The funds paid by the Commission to this bank account shall yield interest or equivalent benefits. The Beneficiary shall notify the Commission of interest or equivalent benefits yielded by those funds at least once a year.
- 7.6 Interest or equivalent benefits yielded by the funds paid of more than two hundred fifty thousand euro shall be repaid to the Commission within 45 days of receipt of the Commission's request.
- 7.7 For a programme estimate which has not given rise to any transfer of funds within three years of its signature, the corresponding committed amount shall be decommitted.

TITLE V – AWARD OF PROCUREMENT AND GRANT CONTRACTS

ARTICLE 8 – GENERAL PRINCIPLES

- 8.1 All contracts implementing the Financing Agreement must be awarded and implemented in accordance with the procedures and standard documents laid down and published by the Commission for the award of procurement and grant contracts, in force at the time of the launch of the procedure in question.
- 8.2 The Beneficiary shall use the language of this Financing Agreement for the award of procurement and grant contracts.
- 8.3 In cases of decentralised contracts, the Beneficiary will inform the Commission when a candidate, tenderer or applicant is in a situation of exclusion from participation in award procedures according to the relevant provisions of the Financial Regulation applicable to the European Development Fund or when contractor has been guilty of making false declarations or has made substantial errors or committed irregularities and fraud, or has been found in serious breach of its contractual obligations.

In such cases, without prejudice to the power of the Commission to exclude an entity from future procurement and grant contracts financed by the EU according to the Financial Regulation applicable to the general budget of the European Union, financial penalties to contractors mentioned in the provision on "Administrative and Financial Penalties" of the General Conditions of decentralised contracts may be imposed to the contractors by the Beneficiary if this is allowed by its national law. Such financial penalties shall be imposed following an adversarial procedure and ensuring the right of defence of the contractor.

- 8.4 The Beneficiary undertakes to take every appropriate measure to remedy any practices of active or passive corruption whatsoever at any stage of the procedure for the award of contracts or grants. "Passive corruption" shall mean the deliberate action of an official, who, directly or through an intermediary, requests or receives advantages of any kind whatsoever, for himself or for a third party, or accepts a promise of such an advantage, to act or refrain from acting in accordance with his duty or in the exercise of his functions in breach of his official duties, which has, or would have, the effect of harming the EU's financial interests. "Active corruption" shall mean the deliberate action of whosoever promises or gives, directly or through an intermediary, an advantage of any kind whatsoever to an official, for himself or for a third party, to act or refrain from acting in accordance with his duty or in the exercise of his functions in breach of his official duties, which has, or would have, the effect of harming the EU's financial interests.

ARTICLE 9 - DEADLINE FOR THE SIGNATURE OF THE CONTRACTS AND PROGRAMME ESTIMATES IMPLEMENTING THE FINANCING AGREEMENT

- 9.1 Except for those components of this Financial Agreement implemented under Joint Management or Indirect centralised management, the contracts and programme estimates implementing the Financing Agreement shall be signed by both parties within three years of the entry into force of the Financing Agreement. That deadline may not be extended.
- 9.2 The above provision shall not apply to:
- audit and evaluation contracts, which may be signed later,
 - addenda to contracts already signed;
 - contracts concluded after early termination of an existing contract and
 - cases of change of entity charged with budget execution tasks
- 9.3 At the end of the three years of the entry into force of the Financing Agreement, any balance for which contracts have not been signed, except those referred to in Article 9.2 here above, will be decommitted.
- 9.4 The above provision shall not apply to any balance of the contingency reserve.
- 9.5 A contract or programme estimate which has not given rise to any payment within three years of its signature shall be automatically terminated and its funding shall be decommitted.

ARTICLE 10 - ELIGIBILITY

- 10.1 (Applicable to the ACPs) Participation in invitations to tender for works, supply or service contracts and in calls for proposals shall be open on equal terms to all natural and legal persons of the Member States of the EU and of the African, Caribbean and Pacific (ACP) States, and in the specific cases and under the conditions provided in Annex IV to the ACP-EC Partnership Agreement to natural and legal persons of other third countries.
- (Applicable to the OCTs) Participation in invitations to tender for works, supply or service contracts and in calls for proposals shall be open on equal terms to all natural and legal persons of the Member States of the EU, of the ACP States and of the overseas countries and territories (OCTs).
- 10.2 Goods and supplies financed by the EDF and necessary for the performance of works, supply and service contracts and procurement procedures launched by the grant beneficiaries for the execution of the action financed must originate in countries eligible to participate in the terms laid down in the previous paragraph, (applicable to the ACPs) except in the specific cases provided in Annex IV to the ACP-EC Partnership Agreement. In this context, the definition of the concept of "originating products" shall be assessed by reference to the relevant international agreements, and supplies originating in the EU shall include supplies originating in the OCTs.

ARTICLE 11 - PUBLICATION OF INFORMATION

- 11.1 The Beneficiary undertakes to publish each year in a dedicated and easily accessible place of its internet site the title of each contract financed by the Financing Agreement, the name and nationality of the grant beneficiary or successful tenderer as well as the amount of the corresponding grant or contract.
- 11.2. If such internet publication is impossible, the information shall be published by any other appropriate means, including the official journal of the Beneficiary. Publication shall take place during the first half of the year following the closure of the year in respect of which the contracts and grants were awarded by the Beneficiary. The Beneficiary shall communicate to the Commission the address of the place of publication and reference shall be made to this address in the dedicated place of the internet site of EuropeAid. If the information is published otherwise, the Beneficiary shall give the Commission full details of the means used.

TITLE VI - RULES APPLICABLE TO THE PERFORMANCE OF CONTRACTS

ARTICLE 12 - ESTABLISHMENT AND RIGHT OF RESIDENCE

- 12.1 Where justified by the nature of the contract, the Beneficiary shall entitle natural and legal persons participating in invitations to tender for works, supply or service contracts with a provisional right of establishment and residence in the Beneficiary's territory(ies). This right shall remain valid for one month after the contract is awarded.
- 12.2 The Beneficiary shall, also entitle contractors (procurement and grant contracts) and natural persons whose services are required for the performance of the contract and members of their family, with similar rights during the implementation of the project/programme.

ARTICLE 13 - TAX AND CUSTOMS PROVISIONS

- 13.1 The Beneficiary shall apply to procurement contracts and grants financed by the EDF the most-favoured tax and customs arrangements applied to States or international development organisations with which it has relations. For the purpose of determining the most-favoured-State treatment, account shall not be taken of arrangements applied by the Beneficiary to the other ACP States or to other developing countries.
- 13.2 Where a Framework Agreement is applicable, which includes more detailed provisions on this subject, these provisions shall apply as well.

ARTICLE 14 - FOREIGN EXCHANGE ARRANGEMENTS

- 14.1 The Beneficiary undertakes to authorise the import or purchase of the foreign currency necessary for the implementation of the project. It also undertakes to apply its national foreign exchange regulations in a non-discriminatory manner to the contractors allowed to participate referred to in Article 10 of these General Conditions.
- 14.2 Where a Framework Agreement is applicable, which includes more detailed provisions on this subject, these provisions shall apply as well.

ARTICLE 15 - USE OF DATA FROM STUDIES

Where the Financing Agreement involves the financing of a study, the contract related to this study, signed for the implementation of the Financing Agreement, shall govern the ownership of that study and shall include the right for the Beneficiary and the Commission to use data in the study, to publish it or to disclose it to third parties.

ARTICLE 16 - ALLOCATIONS OF AMOUNTS RECOVERED UNDER CONTRACTS

- 16.1 Without prejudice to the responsibilities of the Beneficiary, the Commission may, in accordance with the relevant provisions of Financial Regulation applicable to the 10th European Development Fund, formally establish an amount as being receivable under a contract financed under this Financing Agreement and proceed to its recovery by any means.
- 16.2 Amounts recovered by the Beneficiary from payments wrongly effected, from financial guarantees lodged on the basis of procedures of award of contracts or under a contract financed under this Financing Agreement, as well as from financial penalties imposed by the Beneficiary on candidate, tenderer, contractor or grant beneficiary, shall be allocated to this project/programme. The damages granted to the Beneficiary shall also be allocated to this project/programme.

ARTICLE 17 - FINANCIAL CLAIMS UNDER CONTRACTS

The Beneficiary undertakes to confer with the Commission before taking any decision concerning a request for compensation made by a contractor and considered by the Beneficiary to be justified in whole or in part. The financial consequences may be borne by the EDF only where the Commission has given its prior approval. Such prior approval is also required for any use of funds committed under the present Financing Agreement to cover costs arising from disputes relating to contracts.

TITLE VII - GENERAL AND FINAL PROVISIONS

ARTICLE 18 - VISIBILITY

- 18.1 Every project/programme financed by the EDF shall be subject to the appropriate communication and information measures. Unless otherwise agreed, the Beneficiary shall take the necessary measures to ensure the visibility of the EU funding for the project/programme. These measures shall be defined under the responsibility of the Beneficiary with the approval of the Commission.
- 18.2 These communication and information operations must follow the rules in the Communications and Visibility Manual for EU External Actions laid down and published by the Commission, in force at the time of the measures..

ARTICLE 19 - PREVENTION OF IRREGULARITIES, FRAUD AND CORRUPTION

- 19.1 The Beneficiary undertakes to check regularly that the operations financed with the EDF funds have been properly implemented. It shall take appropriate

measures to prevent irregularities and fraud and, if necessary, bring prosecutions to recover funds wrongly paid.

- 19.2 "Irregularity" shall mean any infringement of the Financing Agreement, implementing contracts and programme estimates or of EU law resulting from an act or omission by an economic operator, which has, or would have, the effect of prejudicing the EDF either by reducing or losing revenue accruing from own resources collected directly on behalf of the EU, or by an unjustified item of expenditure.

"Fraud" shall mean any intentional act or omission concerning:

- the use or presentation of false, incorrect or incomplete, statements or documents which has as its effect the misappropriation or wrongful retention of funds from the EDF;
- non-disclosure of information in violation of a specific obligation, with the same effect;
- the misapplication of such funds for purposes other than those for which they are originally granted.

- 19.3 The Beneficiary shall immediately inform the Commission of any element brought to its attention which arouses suspicions of irregularities or fraud and of any measure taken to deal with them.

- 19.4 As stated in article 8.3, in cases of decentralised contracts, the Beneficiary will inform the Commission when a contractor has been guilty of making false declarations or has made substantial errors or committed irregularities and fraud, or has been found in serious breach of its contractual obligations.

Without prejudice to the power of the Commission to exclude a natural or legal person from future procurement and grant contracts financed by the EU according to the relevant provisions applicable to the European Development Fund (EDF), financial penalties to contractors mentioned in the provision on "Administrative and Financial Penalties" of the General Conditions of decentralised contracts may be imposed to contractors by the Beneficiary if this is allowed by its national law. Such financial penalties shall be imposed, following an adversarial procedure and ensuring the right of defence of the contractor.

- 19.5 The Beneficiary shall immediately inform the Commission of the name of the economic operators whom have been the subject of a judgment which has the force of res judicata for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the EU's financial interests.
- 19.6 The Beneficiary undertakes to take every appropriate measure to remedy any practices of active or passive corruption whatsoever in the implementation of the related contracts. Definitions in Article 8.3 apply herein

If the Beneficiary does not take the appropriate measures to remedy any practices of corruption or fraud mentioned under this article, the Commission

may adopt itself such measures including the recovery of the EU funding by any means.

ARTICLE 20 - VERIFICATIONS AND CHECKS BY THE COMMISSION, THE EUROPEAN ANTI-FRAUD OFFICE (OLAF) AND THE EUROPEAN COURT OF AUDITORS

- 20.1 The Beneficiary agrees to the Commission, OLAF and the European Court of Auditors conducting documentary and on-the-spot checks on the use made of EDF funding under the Financing Agreement (including procedures for the award of contracts and grants) and carrying out a full audit, if necessary, on the basis of supporting documents of accounts and accounting documents and any other documents relating to the financing of the project/programme, throughout the duration of the agreement and for seven years after the date of the last payment.
- 20.2 The Beneficiary also agrees that OLAF may carry out on-the-spot checks and verifications in accordance with the procedures laid down by EU law for the protection of the EU's financial interests against fraud and other irregularities.
- 20.3 To that end, the Beneficiary undertakes to grant officials of the Commission, OLAF and the European Court of Auditors and their authorised agents access to sites and premises at which operations financed under the Financing Agreement are carried out, including their computer systems, and to any documents and computerised data concerning the technical and financial management of those operations, and to take every appropriate measure to facilitate their work. Access by authorised agents of the Commission, OLAF and the European Court of Auditors shall be granted on conditions of strict confidentiality with regard to third parties, without prejudice to public law obligations to which they are subject. Documents must be accessible and filed in a manner permitting easy inspection, the Beneficiary being bound to inform the Commission, OLAF or the European Court of Auditors of the exact location at which they are kept.
- 20.4 The checks and audits described above shall also apply to contractors and subcontractors who have received EDF funding.
- 20.5 The Beneficiary shall be notified of on-the-spot missions by agents appointed by the Commission, OLAF or the European Court of Auditors.
- 20.6 The Beneficiary shall keep the following financial and contractual supporting documents

Procurement procedures:

- Forecast notice with proof of publication of the procurement notice and any corrigenda
- Nomination of shortlist panel
- Shortlist report (incl. annexes) and applications
- Proof of publication of the shortlist notice
- Letters to non-shortlisted candidates
- Invitation to tender or equivalent

- Tender dossier including annexes, clarifications, minutes of the meetings, proof of publication
- Nomination of the evaluation committee
- Tender opening report, including annexes
- Evaluation / negotiation report, including annexes and bids received¹
- Other documents
- Notification letter
- Supporting documents
- Cover letter for submission of contract
- Letters to unsuccessful candidates
- Award / cancellation notice, including proof of publication
- Signed contract, amendments, riders and relevant correspondence

Calls for proposals and direct award of grants:

- Nomination of the evaluation committee
- Opening and administrative report including annexes and applications received².
- Letters to successful and unsuccessful applicants
- Concept note evaluation report
- Letters to successful and unsuccessful applicants
- Evaluation report of the full application or negotiation report with relevant annexes
- Eligibility check and supporting documents
- Letters to successful and unsuccessful applicant with approved reserve list
- Cover letter for submission of contract
- Award/cancellation notice with proof of publication
- Signed contract, amendments, riders and relevant correspondence

In case of decentralised operations:

- In addition to all of the above-mentioned supporting documents also all relevant documentation relating to payments and recovery orders.

ARTICLE 21 – CONSULTATION BETWEEN THE COMMISSION AND THE BENEFICIARY

- 21.1 The Beneficiary and the Commission shall consult each other before taking any dispute relating to the implementation or interpretation of this Financing Agreement further, in accordance, where appropriate, with the relevant provisions of the ACP-EC Partnership Agreement.
- 21.2 Where the Commission becomes aware of problems in carrying out procedures relating to management of this Financing Agreement, it shall establish all necessary contacts with the Beneficiary to remedy the situation and, take any steps that are necessary, including, where the Beneficiary does not, or is

¹ Elimination of unsuccessful bids five years after the closure of the procurement procedure.

² Elimination of unsuccessful applications three years after the closure of the grant procedure.

unable to, perform the duties incumbent on it, temporarily taking the Beneficiary's place.

- 21.3 The consultation may lead to the amendment, suspension or termination of the Financing Agreement.

ARTICLE 22 – AMENDMENT OF THE FINANCING AGREEMENT

- 22.1 Any amendment to the Special Conditions, Annex II and Annex III to the Financing Agreement shall be made in writing and be the subject of an addendum.
- 22.2 If the request for an amendment comes from the Beneficiary, the latter shall submit that request to the Commission at least three months before the amendment is intended to enter into force, except in cases which are duly substantiated by the Beneficiary and accepted by the Commission.
- 22.3 For technical adjustments, which do not affect the objectives and results of the project/programme and alterations in matters of detail which do not affect the technical solution adopted, and within the limit of the contingencies funds, the Beneficiary shall inform the Commission of the amendment and its justification in writing as soon as possible and apply that amendment.
- 22.4 The use of the contingency reserve shall be subject to the Commission's prior written agreement.
- 22.5 The specific cases of the extension of the operational implementation phase or of the closure phase are governed by Article 4 (4) and (5) of these General Conditions.
- 22.6 Where the Commission considers that the Beneficiary ceases to satisfy the decentralisation criteria and without prejudice to Articles 23 and 24 of these General Conditions, the Commission may decide to retake the financial implementation tasks entrusted to the Beneficiary in order to continue the implementation of the project/programme on behalf, and for the account, of the Beneficiary, after informing the latter in written form.

ARTICLE 23 – SUSPENSION OF THE FINANCING AGREEMENT

- 23.1 The Financing Agreement may be suspended in the following cases:
- The Commission may suspend the implementation of the Financing Agreement if the Beneficiary breaches an obligation under the Financing Agreement, and notably if it ceases to satisfy the decentralisation criteria laid down, where relevant, in the Special Conditions.
 - The Commission may suspend the implementation of the Financing Agreement if the Beneficiary breaches any obligation set under the procedures and standard documents laid down and published by the Commission for the award and implementation of contracts and grants.

- The Commission may suspend the Financing Agreement if the Beneficiary breaches an obligation relating to respect for human rights, democratic principles and the rule of law and in serious cases of corruption.
 - The Financing Agreement may be suspended in cases of force majeure, as defined below. "Force majeure" shall mean any unforeseeable and exceptional situation or event beyond the parties' control which prevents either of them from fulfilling any of their obligations, is not attributable to error or negligence on their part (or the part of their contractors, agents or employees) and proves insurmountable in spite of all due diligence. Defects in equipment or material or delays in making them available, labour disputes, strikes or financial difficulties cannot be invoked as force majeure. A party shall not be held in breach of its obligations if it is prevented from fulfilling them by a case of force majeure of which the other party is duly informed. A party faced with force majeure shall inform the other party without delay, stating the nature, probable duration and foreseeable effects of the problem, and take any measure to minimise possible damage.
- 23.2 No prior notice shall be given of the suspension decision.
- 23.3 The Commission may take any appropriate precautionary measure before suspension takes place.
- 23.4 When the suspension is notified, the consequences on the ongoing contracts and programme estimates or contracts and programme estimates to be signed will be indicated.
- 23.5 A suspension of the Financing Agreement is without prejudice to the suspension of payments by the Commission for the sake of ensuring sound financial management or protecting the EU's financial interests.

ARTICLE 24 – TERMINATION OF THE FINANCING AGREEMENT

- 24.1. If the issues which led to the suspension of the Financing Agreement have not been resolved within a maximum period of 180 days, either party may terminate the Financing Agreement at 30 days' notice.
- 24.2. Where a Financing Agreement has not given rise to any payment within three years of its signature or no implementing contract or programme estimates has been signed within this period, that Financing Agreement will be terminated.
- 24.3 When the termination is notified, the consequences on the ongoing contracts and programme estimates or contracts and programme estimates to be signed will be indicated.

ARTICLE 25 - DISPUTE-SETTLEMENT ARRANGEMENTS

- 25.1 (*Applicable to the ACPs*) Any dispute concerning the Financing Agreement which cannot be settled within a six-month period by the consultations between the Commission and the Beneficiary provided for in Article 21 of these General Conditions shall be submitted to the ACP-EC Council of Ministers. Between meetings of the ACP-EC Council of Ministers, such disputes shall be submitted to the ACP-EC Committee of Ambassadors. If the

ACP-EC Council of Ministers or where appropriate the ACP-EC Committee of Ambassadors does not succeed in settling the dispute, either party may request settlement of the dispute by arbitration.

(Applicable to the OCTs) Any dispute concerning the Financing Agreement which cannot be settled within a six-month period by the consultations between the Commission and the Beneficiary provided for in Article 21 of these General Conditions may be settled by arbitration at one of the parties' request.

- 25.2 In this case the parties shall designate an arbitrator within 30 days of the request for arbitration. Failing that, either party may ask the Secretary-General of the Permanent Court of Arbitration (The Hague) to designate a second arbitrator. The two arbitrators shall in their turn designate a third arbitrator within 30 days. Failing that, either party may ask the Secretary-General of the Permanent Court of Arbitration to designate the third arbitrator.
- 25.3 Unless the arbitrators decide otherwise, the procedure laid down in the Permanent Court of Arbitration Optional Rules for Arbitration Involving International Organisations and States shall apply. The arbitrators' decisions shall be taken by a majority within a period of three months.
- 25.4 Each party shall be bound to take the measures necessary for the application of the arbitrators' decision.



ANNEX II TO FINANCING AGREEMENT N°2012/022-937

TECHNICAL AND ADMINISTRATIVE PROVISIONS

BENEFICIARY COUNTRY / REGION	15 Pacific ACPs		
REQUESTING AUTHORITY	EDF 10		
BUDGET HEADING	A envelope		
TITLE	Pacific Hazardous Waste Management (Pac Waste)		
TOTAL COST	€8 million		
AID METHOD/ MANAGEMENT MODE	Project approach Joint Management with an International Organisation (Secretariat of the Pacific Regional Environment Programme - SPREP)		
DAC-CODE	14050 Waste Management / Disposal	SECTOR	41010 Environmental Policy and Administrative Management

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1. DESCRIPTION

Poor waste management is a major threat to sustainable development in Pacific Island Countries and Territories (PICTs) as it has negative impacts on the region's environment, as well as on public health, water resources quality, fisheries, agriculture, tourism and quality of life in general. Significant progress is underway in the management of solid waste generated by households in many Pacific island communities, but hazardous solid waste such as asbestos, e-waste and medical waste, remains essentially unmanaged.

Improper management of medical waste can result in contamination of water supplies or aquatic environments, release of toxic pollutants to the air, and infection risks to communities and animals living near landfills. Pacific island countries also have a history of use of asbestos-containing building materials in construction. All forms of asbestos are carcinogenic and inhalation of airborne asbestos fibres can cause serious lung disease or cancer. Natural disasters and building deterioration releases asbestos fibres into the atmosphere. Electrical and electronic equipment, use of which is increasing rapidly in Pacific island countries, may contain a range of hazardous substances including heavy metals, bromated flame retardants and other toxic substances. Due to these substances, improperly managed discarded electrical and electronic equipment (e-waste) poses significant environmental and human health risks. Appropriate waste management through coordinated collection (and stabilisation in case of asbestos), storage and disposal of these hazardous waste streams are thus essential for protection of human health and the environment.

The specific objective of this project is to help Pacific ACP countries adopt cost-effective and self-sustaining waste management systems to protect public health and the environment while at the same time encouraging economic growth. The focus is on three hazardous waste streams, which are considered as priorities in the region: medical, e-waste and asbestos. An initial logical framework is attached. It may be updated or adapted without an amendment to the financing agreement as long as these modifications do not change the objectives of the project.

The objectives of this project specified above are also the objectives of the *Pacific Regional Solid Waste Management Strategy 2010-2015* which was adopted by SPREP (Secretariat of the Pacific Regional Environment Programme) members in November 2009. The Strategy covers management of domestic, commercial, institutional and industrial solid waste. The key priorities identified include:

- sustainable financing;
- integrated solid waste management;
- legislation;
- public awareness, communication and education;
- capacity building; environmental monitoring;
- policy, planning and performance;
- support for the solid waste industry.

The Regional Solid Waste Management Strategy will be reviewed in 2014 to incorporate all waste management including hazardous waste. Detailed regional strategies for the management of priority hazardous solid waste such as asbestos and e-waste have already been completed at the request of SPREP member countries and endorsed in 2011 (and the medical waste strategy is already incorporated in the Regional Solid Waste Strategy 2010-2015).

The project's objectives will be reviewed, if necessary, in light of the adoption of the new comprehensive Pacific regional Waste Management Strategy 2016-2020.

The project falls under the second Focal Area of the 10th EDF Regional Indicative Programme: *Sustainable Management of Natural Resources and the Environment*, and more specifically under point 2.6: *Waste and Pollution*. Protecting human health and the environment from hazardous substances is also mentioned as one of the key aspects of the Environment and Natural Resources Thematic Programme (2011-2013 Strategy Paper and MIP).

1.1. Objectives

The overall objective of the project is to contribute to building a healthy, economically and environmentally sustainable Pacific for future generations. The specific objective or purpose is to support Pacific ACP countries' efforts to adopt cost-effective and self-sustaining priority solid waste management systems. The project will focus on three hazardous waste streams (asbestos, e-waste and medical waste) that are considered priority waste streams and are not currently adequately funded through other management programmes.

These objectives are in line with those of the Pacific Regional Solid Waste Management Strategy 2010-2015, whose overall goal is that "Pacific Island Countries and Territories will adopt cost effective and self-sustaining Solid Waste Management systems to protect the environment, in order to promote a healthy population and encourage economic growth

1.2. Expected results

Expected results are as follows:

Result 1: Pacific hazardous waste status and management options assessed and prioritized.

Result 2: Best available practices in priority hazardous waste management implemented in demonstration Pacific countries.

Result 3: Enhanced capacity and appropriate policies and regulatory frameworks in place to mitigate and better manage hazardous waste streams achieved in Pacific island countries.

Result 4: Improved regional collaboration and information exchange on hazardous waste management practices.

A series of actions is foreseen, in view of attaining the above objectives. These will consist of preliminary assessment activities followed by the implementation of works and the provision of supplies in specified demonstration countries. Such actions will focus, primarily on the three (solid) waste streams (asbestos, e-waste and medical waste), which have been recognised as the top priorities for intervention in the region and for whose satisfactory management largely insufficient resources have been mobilized so far by either local and regional authorities or international donors.

For convenience, the main activities encompassed by the project are grouped into the four result areas below.

Activities in result area 1: Assessment of hazardous waste status and prioritisation of waste management options

A thorough assessment of the status (flows, with reference to currently employed treatment technologies and disposal routes) of solid hazardous waste in the Pacific islands and atolls will be carried out. The analysis will take stock of existing (published) data that will be extensively reviewed and validated first through desktop studies, followed by dedicated in-country surveys and consultations. Based on the above assessment, key areas for intervention will be prioritised. Contemporary best-practice options for the management of asbestos, e-waste and medical waste will be identified and adapted (as necessary) to the specificities of Pacific islands and atolls leading to the development of regional guidelines for Pacific island and atoll conditions. Gender-based differences in exposure risks will be accounted for in this exercise

Activities in result area 2: Demonstration of best available practices in priority hazardous waste management in selected Pacific countries

Cost-effective and sustainable hazardous waste management solutions will be implemented in line with contemporary best practices (adapted to the particular island and atoll environments) on the basis of the guidelines and priorities identified in the framework of activities included in the result area 1. The identification of the specific interventions to be implemented will take account of countries' most urgent needs and priorities and of an assessment of the potential impact that can be achieved at country and regional level in the given sector through the envisaged interventions. The EU Delegation will be involved in the approval of the site selections.

Proposed medical waste management solutions will be adapted to the national health care situation in demonstration countries. The selected interventions shall include the purchase and commissioning of appropriate technology for medical waste treatment and disposal. Adequate training will be delivered to the local personnel in charge for the correct operation and maintenance of the equipment provided.

Asbestos-containing materials will be stabilized in prioritised occupied buildings in demonstration countries, with the demonstrable objective of minimising long-term community health impacts. Wherever applicable, priority will be given to public building, including, schools and hospitals (account taken of the relevant occupation factors) and, ultimately, civil infrastructure that is estimated to have the potential for the highest negative impact on public health.

Reception facilities of Pacific ports exporting hazardous waste will be upgraded to use best practices and state-of-the-art technologies to allow for export of hazardous waste while minimising environmental and health risks. This will include the provision of monitoring and detection systems, facilities and equipment for the safe handling and temporary storage of hazardous waste and IT tools for the traceability of the waste.

End-of-life electrical and electronic goods (e-waste) and asbestos-containing waste stockpiles will be treated as appropriate (including immobilisation of asbestos fibres), collected and stored in secure, dedicated medium-term storage facilities prior to recycling or export for safe disposal, following the implementation of the above port upgrading measures.

A model integrated waste management system will be established in a demonstration Pacific atoll country, which will complement the larger-scale interventions listed above. Focus on a small island developing state will allow the development of an integrated waste management approach that must provide a sustainable solution for that specific location and a clear reproducible model for other small and isolated communities in the Pacific.

The project will pay for the initial stockpile shipments (asbestos and e-waste). Management structures derived from the project will then pay for ongoing waste shipments via the *user pays* principle backed up by legislation developed through the project, in line with the priorities expressed by the Pacific countries and reflected in the Pacific Regional Solid Waste Management Strategy 2010-2015

Ongoing shipments will be managed at the national level based on approved regional asbestos and e-waste management strategies that devolve down to a national level with a national strategy (which mirrors the regional strategy). Regional oversight of hazardous waste shipments will be maintained via the Basel and Waigani Conventions which are coordinated by SPREP. These ensure that the waste is permitted for export and also has the correct receiver paperwork including environmental permits and additionally that the waste is being received by an accredited facility (secure landfill site in New Zealand for asbestos as an example; Simms metals Australia recyclers for e-waste as another).

Activities in result area 3: Building capacity and provision of assistance in policy and regulatory framework development to mitigate and better manage hazardous waste streams

Training in hazardous and solid waste best management practices will be provided and integrated as a core requirement for all relevant local personnel at demonstration sites, with a focus on women where these are more at risk of exposure. Options for institutional financial measures to prevent the recurrence of e-waste stockpiling through improved life-cycle management of electrical and electronic products will be proposed and guidelines drafted as a core component of the project. This must include a careful assessment of the manufacturers' return options and the elaboration of a model (user pays) tariff or deposit system to cover the eventual costs of re-exporting, proper recycling and/or disposal at the end of products' life. Such guidelines will be the basis for the improvement of national regulations to which, inter alia, the implementation of demonstration actions will be conditional. National Customs and Environment Officers will be trained in the requirements of the Basel and Waigani Conventions for trans-boundary transport of hazardous waste.

Activities in result area 4: Strengthening regional collaboration and information exchange on hazardous waste management practices

A methodology that encourages the effective exchange of best practices (twinning-like arrangements) within Pacific ACPs and between Pacific ACPs and OCTs will be established. The aim of these partnership arrangements is to provide an interactive and collaborative two-way information exchange on common problems and solutions (best practices) for hazardous waste management, among similar Pacific communities and to promote exchanges and lessons learned between Pacific ACP and OCT countries. Similarly a network of Pacific waste recyclers will be established to promote exchange of best practices, and dissemination of lessons learned at the regional level shall be achieved through the organisation of a regional workshop showcasing demonstration projects including the atoll waste management and port infrastructure upgrade interventions. Finally, upon completion of the project, a major regional workshop will disseminate information and technical details arising from the major outcomes

of the above activities. Special attention will be given to ensure the equal participation of women in all the above activities.

It is expected that the activities listed above, under the result area 2, which entail the provision of equipment and the procurement of works, will absorb most of the financial resources made available for the implementation of the project. However, due consideration will be given to the need to cope with the particularly demanding conditions (e.g. remoteness, isolation, difficult communication and limited availability of detailed, quantitative, information) in providing the equally important services that are part of the scope of activities in result areas 1, 3 and 4.

1.3. Activities and implementation timetable

The programme will be implemented through the following activities:

1. The status of regional hazardous and solid waste management streams in Pacific islands and atolls will be assessed through initial desktop scoping followed by intensive in-country surveys and investigations to prioritise key areas for potential interventions.
2. Contemporary best-practice options for the management of asbestos, e-waste and medical waste will be identified and modified (as necessary) as regional guidelines for Pacific island and atoll conditions.
3. Medical waste solutions will be adapted to the national health care situation in demonstration countries, including the purchase, commissioning and training in the use of appropriate technology for medical waste management and disposal.
4. Asbestos-containing materials will be stabilized in prioritised occupied dwellings in demonstration countries to minimise long-term community health impacts.
5. End-of-life electrical and electronic goods (e-waste) and asbestos-containing waste stockpiles will be collected and stored in safe, dedicated medium-term storage facilities prior to recycling or export for safe disposal in priority demonstration countries following port upgrades to minimise environmental and human health impacts.
6. A model integrated waste management system will also be established in a demonstration Pacific atoll country to compliment larger-scale interventions.
7. Ongoing information dissemination will be undertaken to interested parties on hazardous waste risks, management options and project initiatives.
8. Ongoing training in hazardous and solid waste best management practices will be provided and integrated as a core requirement for all relevant country personnel at demonstration sites.
9. Options and guidelines for institutional financial measures to prevent the recurrence of e-waste stockpiles through better life-cycle management of electrical and electronic products will be investigated as a core component of the project. This will include investigation of manufacturer return options and creation of a model (user

pays) tariff or deposit system to cover re-export and proper recycling and/or disposal at the end of product life.

10. National Customs and Environment Officers will be trained to applying the requirements of the Basel and Waigani Conventions for trans-boundary movement of hazardous waste.
11. Reception facilities of Pacific ports exporting hazardous waste will be upgraded to use best practices to minimise environmental and health risks arising from the export of hazardous waste to local and regional environments.
12. Twinning-like arrangements within Pacific ACPs and between Pacific ACPs and OCTs will be established to foster greater cooperative arrangements in hazardous waste management.
13. A network of Pacific waste recyclers will be established to promote exchange of best practices.
14. Dissemination of lessons learned will be achieved through completion of a regional workshop showcasing demonstration projects including the atoll waste minimisation project and port infrastructure upgrade works.

An indicative operational timetable is attached as Annex 2.

More details on the activities to be implemented under each of the three hazardous waste management streams are included in Annex 4.

2. LOCATION AND DURATION

2.1. Location

The project will be implemented in the Pacific region in multiple demonstration sites across the 15 Pacific ACPs. Preliminary Country Intervention Prioritisation is supplied in Annex 5. The exact location of the demonstration sites will be specified after the initial assessment of the hazardous waste status and management options (Result 1). The project team will be based at the SPREP headquarters in Apia, Samoa.

2.2. Duration

The execution period of the Financing Agreement will be as specified in Article 5 of the Special Conditions.

The foreseen operational duration is 48 months (4 years) following the signature of the Financing Agreement.

3. IMPLEMENTATION

3.1 Organisational set-up and responsibilities

A Financing Agreement will be signed between the European Commission and the Pacific Island Forum Secretariat (PIFS).

The project will be implemented by joint management through a Standard Contribution Agreement with an international organisation SPREP, to be signed immediately after the signature of the Financing Agreement with PIFS in accordance with Article 29 of the Regulation (EC) No 215/2008 on the financial regulation applicable to the 10th European Development Fund.) which mentions: "where the Commission implements EDF resources by joint management, certain implementation tasks shall be delegated to international organisations in the following cases: (b) wherever the Commission and the international organisation elaborate a joint project or programme". SPREP has passed the Four Pillar Institutional Assessment in 2011. SPREP has been charged by the governments and administrations of the Pacific Region with the protection and sustainable development of the region's environment. It has a de facto monopoly as it is the only regional body mandated to implement the actions proposed by the project. Specifically, SPREP is mandated to take action on waste management and the control of pollution (as one of the organisations four strategic priorities in accordance with the 2011 to 2015 Strategic Plan).

The project will be managed primarily through a SPREP team consisting of a senior Project Adviser (project manager and technical expertise) and a Project Officer (project administration and technical support) recruited to the project. In agreement with the backbone strategy, these long-term advisors/managers will be based in SPREP and become an integral part of SPREP's waste management team and will report to the Waste Management and Pollution Control Division Director. The implementation team will also work closely with SPREP's Solid Waste and Hazardous Waste Management Advisers to access their specific waste management expertise. The Project Adviser will be assisted by a small technical advisory committee which

will meet quarterly. The Project Steering Committee will take place annually. It will be responsible to oversee and validate the overall direction of the project. It will review the outcomes of the previous year and review/modify the Logical Framework if needed. It will also agree on the work programme for the following year. The SC will be composed of:

- The SPREP project team
- A representative of the RAO (PIFS)
- A representative from each country covered by the project
- A representative from the Delegation of the European Union with observer status
- Other stakeholders (other donors, regional organisations, private sector, national ministries, etc) may be invited as observers if deemed relevant.

Establishment of (or the co-operation of pre-existing) in-country management and advisory groups involving relevant government and non-government stakeholders will also be critical to the success of the project and will also be an important project governance and implementation component.

In due consideration of the principle of ownership, the European Commission reserves its right to change the organisation indicated above or the scope of the delegation, without this necessarily requiring an amendment to the financing agreement. In that case, it shall consult the Beneficiary on this change and notify to it the name of the new organisation and/or the scope of the task(s) delegated to it.

3.2 Delegation of residual tasks by the Commission

Not applicable

3.3 Reporting

The reporting will be carried out pursuant to the rules and procedures set out in the special and general conditions of the Contribution Agreement. The Commission reserves the right to request the implementing agency, SPREP, to submit specific reports at any time.

3.4 Budget

The total project cost is estimated at €8 million, all of which shall be financed from the 10th EDF RIP in the framework of the revised ACP-EU Partnership Agreement.

Indicative Project Budget*

Project Result	Budget (€)
Project management/ Technical Assistance/ Capacity building/ Awareness raising	1,300,000
Equipment/ Infrastructure/ Operations and training	5,200,000
Regional collaboration/ Information exchange/ Twinning-like arrangements/ Workshops	315,000
EU project visibility	93,000
Subtotal direct eligible costs	6,908,000
Contingencies (max 6.2%)**	428,449
Total direct eligible costs	7,336,449
Indirect costs (max 7% of total direct eligible costs)	513,551
CA with SPREP Total	7,850,000
Project Auditing and Evaluation (outside CA)	150,000
Grand Total	8,000,000

* Detailed indicative budget estimates are supplied in Annex 3

**Contingencies may only be used with written approval of the Commission

4. MONITORING, EVALUATION, AND AUDIT

4.1 Monitoring

Continuous technical and financial monitoring is the Beneficiary's responsibility. The Beneficiary shall establish a technical and financial monitoring system to the project which will generate progress reports and safeguard internal control.

The project will monitor the transition from a baseline condition identified by a regional priority hazardous and solid waste status and management options assessment, through documentation of implementation of identified best available practices in demonstration Pacific countries. Associated indicators will include annual monitoring programme results from demonstration sites as well as evaluation reports of regional and national coordinating committees and from participants on training and capacity building activities.

The project will be monitored by the Steering Committee in compliance with standard procedures and using a pre-established monitoring system, tracking deliverables under each result area.

The Commission may carry out Results Oriented Monitoring (ROM) via independent consultants, starting from the sixth month of project activities, which will be finalised at the latest 6 months before the end of the operational implementation phase

4.2 Evaluation

The Beneficiary, the Pacific Island Forum Secretariat (PIFS), will carry out external evaluations (via independent consultants) as follows:

- A mid-term evaluation mission
- A final evaluation at the beginning of the closing phase

The Beneficiary and the Commission shall analyse the conclusions and recommendations of the mid-term evaluation and jointly decide on the follow-up action to be taken and any adjustments necessary, including, if indicated, the reorientation of the project. The reports of the other evaluation and monitoring missions will be given to the Beneficiary, in order to take into account any recommendations that may result from such missions.

4.3 Audit

PIFS will ensure internal control of its management operations.

The accounting regulations and rules of the Beneficiary shall apply. Financial transactions and financial statements shall be subject to the internal and external auditing procedures laid down in the Financial Regulations, Rules and directives of the Organisation.

A copy of the audited financial statements shall be submitted to the European Commission by the Beneficiary.

In conformity with its financial regulations, the European Union, including its Court of Auditors, may undertake, including on the spot, checks related to the Actions financed by the Contracting authority.

5. INFORMATION AND VISIBILITY

Provision has been made in the Contribution Agreement to ensure that the project highlights EU funding through its communication materials. A communication strategy for the project will be developed at inception phase. EU support will be highlighted in accordance with the EU Communication and Visibility Manual for External Actions (2009).

6. APPENDICES

Annex 1 – Logical Framework

Annex 2 – Indicative operational timetable

Annex 3 – Detailed indicative budget

Annex 4 – Detailed project activities in the 3 hazardous waste streams

Annex 5 - Preliminary country intervention prioritisation

Annex 1 – Logical Framework for the Action: EDF10 Pacific Hazardous Waste Management (PacWaste)

	Intervention logic	Objectively verifiable indicators of achievement	Sources and means of verification	Assumptions
Overall objective	Improvement in the economic, health and environmental sustainability of the Pacific region	<ul style="list-style-type: none"> HDI improvements MDG 7 improvements 	<ul style="list-style-type: none"> Basel and Waigani Conventions reports National and department data and budgets HDI /MDG / WHO reports 	
Specific objective	Cost-effective and self-sustaining priority hazardous and solid waste management systems adopted and in place	<ul style="list-style-type: none"> (increased) number of sustainable waste management systems adopted and implemented by 2016 (reduced) number of national hazardous waste stockpiles by 2016 	<ul style="list-style-type: none"> National hazardous waste stockpile observations and reports Monitoring reports / first-hand observation Health department data Environmental reports data 	<ul style="list-style-type: none"> Continued government commitment to sustainable national hazardous waste management principles
Expected results	<p>Result 1: Pacific priority hazardous and solid waste status and management options assessed and prioritized</p>	<ul style="list-style-type: none"> Assessment report with priority list of actions and more specific indicators including baselines and target values completed and approved by the SC and national authorities by June 2013 Best management practices endorsed by international technical experts (e.g. WHO and the Basel Secretariat) 	<ul style="list-style-type: none"> Project reports and documentation Steering Committee report National reports WHO/Basel Secretariat reports 	<ul style="list-style-type: none"> Adequate information available from national departments Commitment from countries to undertake hazardous waste related consultation and contribute to review
	<p>Result 2: Best solutions in priority hazardous and solid waste management implemented in demonstration Pacific countries.</p> <p>(the 3 priorities are medical, asbestos and e-waste)</p>	<ul style="list-style-type: none"> Appropriate medical waste solutions (incinerators) in place by 2016 in priority hospitals in 14 countries. Asbestos-containing materials stabilized in prioritized occupied dwellings (by 2016) in 3 countries Port reception facilities upgraded to use best practices (by 2014) in 8 countries e-waste and asbestos-containing waste stockpiles collected and stored for safe disposal (by 2016) in 7 countries Model integrated waste management 	<ul style="list-style-type: none"> Reports by national authorities, technical advisory committee and national coordination committees National health department data Monitoring reports/ first-hand observations at project sites 	<ul style="list-style-type: none"> Sufficient information provided to allow prioritization of suitable demonstration sites National ownership of the projects Governments remain committed to operation and maintenance of facilities Trained personnel remains in place or skills are transferred to relevant staff in charge of operation and maintenance

		<p>established in one demonstration atoll country (2016)</p>	<ul style="list-style-type: none"> Monitoring reports Training reports Hazardous and solid waste management policy, strategies, legislation and regulations endorsed by National authorities Port waste reception facilities audit 	<ul style="list-style-type: none"> Management supportive of changing practices in hazardous waste management Adequate national and institutional resourcing and commitment available for training <ul style="list-style-type: none"> National authorities have the willingness to make institutional changes/improvements Government commitment to hazardous waste management continues Annual audits of national hazardous waste management related activity completed Port reception facilities and infrastructure are suitable for upgrade as necessary
<p>Result 3: Increased capacity and appropriate policies and regulatory frameworks in place to mitigate and better manage hazardous and solid waste streams</p>	<p>established in one demonstration atoll country (2016)</p>	<ul style="list-style-type: none"> Training needs assessment report endorsed by national authorities Personnel is trained for operation and maintenance <ul style="list-style-type: none"> Relevant personnel manages medical waste according to best practices and operates facilities successfully Adequate institutional financial measures to prevent the recurrence of e-waste stockpiles are in place National officers are applying the requirements of the Basel and Waigani Conventions All trans-boundary movements of hazardous waste accompanied by Basel/Waigani notification papers Port waste reception facilities audit approved to IMO standards 	<ul style="list-style-type: none"> Pacific Recyclers network charter and terms of reference Project documents Monitoring reports and observation. 	<ul style="list-style-type: none"> Country commitment Current recyclers interested in working together Best practices are communicable
<p>Result 4: Regional collaboration and information exchange on waste management practices</p>	<p>established in one demonstration atoll country (2016)</p>	<ul style="list-style-type: none"> Twinning-like arrangements between similar Pacific ACPs and with OCTs established to share experiences and provide training Network of Pacific Recyclers Best practices and lessons learned adopted by Pacific ACPs and other countries 	<ul style="list-style-type: none"> Pacific Recyclers network charter and terms of reference Project documents Monitoring reports and observation. 	<ul style="list-style-type: none"> Country commitment Current recyclers interested in working together Best practices are communicable

Key Activities:		Means	Costs
	1.1 Completion of an assessment report with priority list of actions 1.2 Completion of a best management practices report	TA/ Project Management/ Capacity building	EUR 1,300,000
	2.1 Implementation of medical waste solutions 2.2 Stabilisations of asbestos-containing materials 2.3 Upgrade of port reception facilities 2.4 Collection and storage of waste stockpiles for safe disposal 2.5 Establishment of model integrated waste management system	Equipment, Infrastructure, Training and Operations:	EUR 5,200,000
	3.1 Trainings of personnel 3.2 Drafting of guidelines for institutional financial measures to prevent the recurrence of e-waste stockpiles	Regional collaboration/ twinning-like arrangements/ workshops	EUR 315,000
	4.1 Establishment of twinning-like arrangements for exchange of experience 4.2 Establishment of a Pacific waste recyclers network 4.3 Organisation of a regional workshop	Visibility: Indirect Costs Contingencies	EUR 93,000 EUR 513,551 EUR 428,449
		Total CA with SPREP	EUR 7,850,000
		Audit and Evaluation	EUR 150,000
		Total	EUR 8,000,000

Annex 2 – Indicative operational timetable

Indicator	0-6 Months	7-12 Months	Year 2	Year 3	Year 4
1. Status of regional hazardous waste management streams for Pacific Islands and atolls assessed to prioritise key areas for interventions	m				
2. Contemporary best practice management of asbestos, E-waste and medical wastes modified (as necessary) for Pacific Island and atoll conditions		e			
3. Medical waste solutions adapted to the national health care situation, including the purchase, commissioning and training in the use of appropriate technology for medical waste management and disposal			m		
4. End-of-life electrical and electronic goods stockpiles collected and stored in secure, dedicated medium-term storage facilities prior to recycling or export for safe disposal				e	e
5. Asbestos containing materials stabilized in occupied dwellings and asbestos containing waste stockpiles stored prior to disposal				e	e
6. Best available waste management practice demonstrated for an atoll country				e	e
7. Ongoing information dissemination to all interested parties on hazardous waste risks, management options and project initiatives		m	e	e	e
8. On-going training in hazardous waste best management practices a core requirement for all relevant personnel			e	e	e
9. Development of institutional policy, legislative and financial measures to prevent the recurrence of hazardous waste stockpiles		m			At
10. National customs and environment officers applying the requirements of the Basel and Wafganli Conventions for trans-boundary movement of hazardous wastes				e	e
11. Reception facilities of Pacific ports exporting hazardous wastes upgraded to use best practices				e	e
12. Twinning within Pacific ACPs and between Pacific ACPs and OCTs established resulting in greater cooperative arrangements.				e	e
13. A network of Pacific waste recyclers will be established to promote exchange of best practices				e	
14. Dissemination of lessons learned will be achieved through completion of a regional workshop showcasing demonstration projects including the atoll waste minimisation		m	e	e	e

m: Medical waste management

e: E-waste management

a: Asbestos waste management

At: Integrated demonstration atoll waste management

Annex 3 – Detailed indicative budget

Result Area	Indicator	Budget estimate (Euros)
Result Area 1: Pacific priority hazardous waste status and management options assessed and prioritized	Status of regional hazardous waste management streams for Pacific Islands and atolls assessed to prioritise key areas for interventions	369,398
	Contemporary best practice management of asbestos, E-waste and medical wastes modified (as necessary) for Pacific Island and atoll conditions	119,784
Result 2: Best available practices in priority hazardous waste management implemented in demonstration Pacific countries	Medical waste solutions adapted to the national health care situation, including the purchase, commissioning and training in the use of appropriate technology for medical waste management and disposal	1,947,611
	End-of-life electrical and electronic goods stockpiles collected and stored in secure, dedicated medium-term storage facilities prior to recycling or export for safe disposal	673,109
	Asbestos containing materials stabilized in occupied dwellings and asbestos containing waste stockpiles stored prior to disposal	1,476,048
	Reception facilities of Pacific ports exporting hazardous wastes upgraded to use best practices	340,032
	Best available waste management practice demonstrated for an atoll country	375,581
Result 3: Capacity building to mitigate and better manage hazardous waste streams in Pacific Island countries	Ongoing information dissemination to all interested parties on hazardous waste risks, management options and project initiatives	255,024
	National co-ordination committees established for key intervention areas	71,098
	Ongoing training in hazardous waste best management practices a core requirement for all relevant personnel	129,830
	Development of institutional policy, legislative and financial measures to prevent the recurrence of hazardous waste stockpiles	57,960
	National customs and environment officers applying the requirements of the Basel and Walgani Conventions for trans-boundary movement of hazardous wastes	11,592
	Hazardous waste monitoring costs	84,235
Result 4: Regional collaboration and information exchange on waste management practices	Twinning within Pacific ACPs and between Pacific ACPs and OCTs established resulting in greater cooperative arrangements.	69,552
	Best practices and lessons learned promoted in ACP and OCT countries	30,912
	A network of Pacific waste recyclers established	77,280
	Sharing of experiences through regional lessons learned workshop	69,552
5. Project results: Project management arrangements and systems in place	Establish SPREP project management unit	803,712
6. Project Auditing, Overheads and Contingencies	Establish project (regional) advisory committee in consultation with EU	98,918
	Project activity: Annual and terminal reporting and audits to Advisory Committee including countries and EU	30,912
	Undertake mid-term and final evaluation	38,640
	Overhead (7%)	516,842
	Contingencies (5%)	351,593

Annex 4 – Detailed list of activities

D) Asbestos Waste Management

Summary

Asbestos-containing materials have been widely used in the past in Pacific Island countries for housing and building construction. The region is subject to periodic catastrophic weather and geological events such as tsunamis and cyclones which are highly destructive to built infrastructure, and as a consequence, asbestos has become a significant waste and human health issue in many Pacific countries. This project will contribute to improved management of regional asbestos waste through prioritisation of the issue following collection and collation of data on the extent and status of asbestos-containing building materials in priority Pacific Island countries. This assessment will guide provision of initial advice and actions to stabilise asbestos-containing buildings and the provision of training to government officers in management of asbestos. Whilst asbestos disposal priorities will be defined by the regional survey, removal and disposal of asbestos from school buildings is likely to be a high priority for intervention.

Objective

Pacific ACP countries adopt cost-effective asbestos waste management systems.

Expected Results

1. Pacific asbestos waste status and management options are assessed and prioritised to identify key areas for intervention
2. Best available practices in asbestos management implemented in demonstration Pacific countries
3. Improved capacity across sectors (Residents, Waste Managers, Health, Labour and Disaster Response Departments) to better manage asbestos waste streams to mitigate impacts in Pacific island countries
4. Regional collaboration and information exchange on asbestos waste management practices

Activities

The project component will contribute towards the cost-effective management of asbestos waste through an integrated in-country approach via:

Result Area 1

- Identification of the extent and status of regional asbestos distribution including stockpile locations and condition.
- Identification of regional and local options for best-practice asbestos waste disposal.
- Identification of appropriate asbestos disposal facilities in Australia and New Zealand.

Result Area 2

- Institutionalisation of safe asbestos waste handling, transportation and disposal arrangements in demonstration country(s).
- Purchase and distribution of asbestos waste handling personnel protective equipment.
- Prioritised regional stabilisation of asbestos-containing materials in dwellings and public buildings from demonstration countries.
- Installation of best-practice, medium-term, temporary storage facility(s) for collected asbestos in demonstration country(s).

- Collection and temporary storage of stockpiled asbestos-containing materials in demonstration country(s).
- Safe disposal of asbestos waste from demonstration country(s) including, where necessary, export of asbestos waste using best-practice export protocols.

Result Area 3

- Targeted activities to raise awareness of the human hazards of asbestos exposure and of poor disposal practices and the asbestos management methods available to Pacific Islanders.
- National co-ordination committees coordinate best-practice asbestos waste intervention areas.
- Implementation of on-going training in best practice in asbestos handling, storage and disposal for all relevant health and disaster response personnel.
- Assistance provided to national governments to develop and implement national asbestos waste management policy.
- Institutionalisation of regional asbestos shipping arrangements, including documentation of hazardous waste under Basel/Waigani Conventions for re-export.
- Ongoing monitoring of waste management practices and impacts

Result Area 4

- Mechanism established within current systems (e.g. SPREP annual meeting, Pacific Environment Forum) to foster greater sharing of information with Pacific ACPs and between Pacific ACPs and OCTs;
- Inclusion of appropriate case studies from OCTs in on-going training and awareness activities; and
- Twinning-like arrangements within Pacific ACPs and between Pacific ACPs and OCTs established resulting in greater cooperative arrangements.

Indicators

- Regional asbestos waste data available for long-term planning;
- An endorsed and implemented regional asbestos waste management policy framework;
- Training in asbestos waste management and disposal operationalised;
- Asbestos waste managed and disposed of in a safe and environmentally sound manner;
- Regular exchange between ACPs and OCTs facilitated; and
- Reporting on national management of asbestos disposal disseminated across the Pacific region.

Timelines

Activities	Timeline				
	Month	Month	Year	Year	Year
	1-6	7-12	2	3	4
Asbestos waste information campaign for health departments, local government, community healthcare workers and the general community					
Assessment of regional asbestos waste sources and quantities					

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Assessment of appropriate asbestos waste disposal options					
Assistance in the development of national asbestos waste policy					
Purchase and commissioning of asbestos waste management and safety equipment					
National Coordination Committee					
Completion of asbestos management training for emergency response and asbestos waste handlers					
Prioritised stabilisation of asbestos-containing materials in dwellings and public buildings					
Capacity building of Customs and Environment Departments to implement relevant regional conventions					
Port Infrastructure in place to safely ship e-waste					
Construction of medium-term, national asbestos storage facility					
Institutionalisation of safe asbestos waste handling, transportation and disposal arrangements					
National asbestos collection					
Disposal of collected asbestos					
Monitoring and reporting on asbestos management					
Regional information exchange					

Risks and uncertainties

Risk/Uncertainty	Measure
Waste disposal industry unwilling to assist in improving asbestos waste management	Adequate specialist and government support provided
Protracted government consultation and implementation period	Asbestos waste was identified as a priority for waste management in the Pacific Island Countries at the SPREP Meeting, Samoa, 2011.
Resistance to asbestos waste disposal in local communities	Adequate specialist and government support provided to public education and media campaigns
Specialised experts unwilling to work in tropical regions of the Pacific	Consultants (e.g. regional WHO Officers) are experienced in working in the Pacific region

Lack of capacity of the national governments to be trained in asbestos waste management	The broad capacity base of the project team (national, international, community, industry) will minimise this risk.
High turnover rates of trained staff	The short time-frame of this project will minimise this risk. Development of a regional Model medical strategy and policy will act as future reference documents. <i>Train the trainer</i> instruction will be the preferred instruction modality.
Language difficulties between Pacific ACP countries and OCTs	Provision of translation support services during project implementation for relevant activities

II) Medical Waste Management

Summary

Medical (health-care) waste is not well managed in the Pacific region, mainly because the issue is not prioritised, and medical waste disposal is not currently regarded as an integral component of the delivery of health care services. This project will assist in establishment of sustainable medical waste management including minimisation of any associated bio-security risks in fifteen demonstration countries. This will be achieved through identification and implementation of affordable and cost-effective solutions in each national health care situation by considering technical feasibility within the existing health infrastructure. This will include purchase, commissioning and on-going training in the use of appropriate technology and associated equipment for safe and environmentally sound medical waste management and disposal including infection control.

Objective

Pacific ACP countries adopt cost-effective and self-sustaining medical waste management systems.

Expected Results

1. Pacific medical waste status and management options are assessed and prioritised to identify key areas for interventions
2. Best available practices in medical waste management customised and implemented in demonstration Pacific countries
3. Improved capacity across sectors (Residents, Health workers, and Health and Environment Departments) to better manage medical waste streams to mitigate potential impacts in Pacific island countries
4. Regional collaboration and information exchange on medical waste management practices

Activities

The project component will contribute towards the sustainable management of medical waste through an integrated in-country approach via:

Result Area 1

- Identification of current and projected sources and rates of national medical waste generation.
- Identification of regional and local options for medical waste management by considering technical feasibility within the existing health infrastructure.

Result Area 2

- Purchase and commissioning of appropriate best-practice technology adapted for local infection control, bio-security and medical waste management and disposal.
- Institutionalisation of best-practice medical waste handling, transportation and disposal arrangements and medical waste management training in demonstration hospitals.

Result Area 3

- Targeted activities to raise awareness of the hazards (including bio-hazards) of poor disposal practices related to discarded medical waste and the sustainable solutions available for Pacific health care workers and the wider community.
- National co-ordination committees coordinate best-practice medical waste interventions.
- Implementation of on-going training in best-practice infection control and disposal practices for medical waste as a core requirement for all relevant health system personnel.
- Assistance provided to national governments to develop and implement national medical waste policy.
- Ongoing monitoring of waste management practices and impacts

Result Area 4

- Mechanism established within current systems (e.g. SPREP annual meeting, Pacific Environment Forum) to foster greater sharing of information with Pacific ACPs and between Pacific ACPs and OCTs;
- Inclusion of appropriate case studies from OCTs in on-going training and awareness activities; and
- Twinning-like arrangements within Pacific ACPs and between Pacific ACPs and OCTs established resulting in greater cooperative arrangements.

Indicators

- Projected medical waste generation data available for long-term planning;
- An endorsed and implemented regional medical waste management policy framework;
- Training in medical waste management and disposal operationalised;
- Regional medical waste managed in a safe and environmentally sound manner through adoption of best-practice;
- Regular exchange between Pacific ACPs and OCTs facilitated ; and
- Annual reporting on national management of medical waste disposal disseminated across the Pacific region.

Timelines

Activities	Timeline				
	Mont h1-6	Mont h6-12	Year 2	Year 3	Year 4
Medical waste information campaign for hospital managers, health departments, local government and community healthcare workers	■		■		■
Estimation of national medical waste sources and generation rates	■	■			
Assessment of appropriate medical waste disposal options	■	■			
Development of national medical waste policy	■	■			
National Coordination Committees		■	■	■	■
Purchase and commissioning of medical waste management and safety equipment			■		
Completion of waste separation training and infection control procedures (ward staff)			■		
Completion of waste disposal training (orderlies and health inspectors)			■		
Institutionalisation of safe medical waste handling, transportation and disposal arrangements			■	■	■
Routine monitoring and annual reporting on medical waste management and incinerator operation			■	■	■
On-going training in medical waste management				■	■
Regional information exchange		■	■	■	■

Risks and uncertainties

Risk/Uncertainty	Measure
Hospitals unwilling to assist in improving medical waste management	Adequate specialist and government support provided to hospital administration
Protracted government consultation and implementation period	Medical waste was identified as a priority for waste management in the Pacific Island Countries at the SPREP Meeting, Samoa, 2009.
Resistance to medical waste disposal in local communities	Adequate specialist and government support provided to public education and media campaigns

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Specialised medical experts unwilling to work in tropical regions of the Pacific	Consultants (e.g. regional WHO Officers) are experienced in working in the Pacific region
Lack of capacity of the national governments to be trained in medical waste management	The broad capacity base of the project team (national, international, community, industry) will minimise this risk.
High turnover rates of trained staff	The short time-frame of this project will minimise this risk. Development of a regional Model medical legislation and policy will act as future reference documents. <i>Train the trainer</i> instruction will be the preferred instruction modality.
Language difficulties between Pacific ACP countries and OCTs	Provision of translation support services during project implementation for relevant activities

III) E-waste Management

Summary

The use of electrical and electronic equipment and the generation of its associated E-waste is increasing significantly in Pacific island countries. However, most Pacific countries have no systematic management of this waste stream. This project will assist in establishment of sustainable national E-waste management in four demonstration countries. This will be achieved in collaboration with the private sector through identification of E-waste recycling opportunities, development of national E-waste storage and export arrangements, and institutionalisation of ongoing public awareness and periodic E-waste collections. Concurrently, development of model legislation to enable the government to adopt and enforce appropriate financial instruments and policies (such as extended producer responsibility and introduction of advanced recycling fees and import taxes or duties) is expected to finance the sustainable management of national E-waste into the future.

Objective

Pacific ACP countries adopt cost-effective and self-sustaining E-Waste management systems.

Expected Results

1. Pacific E-waste status and management options are assessed and prioritised to identify key areas for interventions
2. Best available practices in E-waste management customised and implemented in demonstration Pacific countries
3. Improved capacity across sectors (residents, Government Departments, waste managers and the private sector) to better manage E-waste streams to mitigate impacts in Pacific island countries
4. Regional collaboration and information exchange on E-waste management practices

Activities

The project component will contribute towards the sustainable management of E-wastes through an integrated in-country approach via:

Results Area 1

- Identification of current and projected national E-waste generation rates, including levels and status of existing E-waste stockpiles.
- Identification of regional and local options (if any) for E-waste recycling and refurbishment.
- Identification of best practice E-waste recycling facilities in Australia, New Zealand and Singapore.

Result Area 2

- Installation of a best practice, medium-term storage facility(s) for collected/stockpiled E-wastes.
- Periodic collection and storage of stockpiled and discarded national E-waste from demonstration countries.
- Periodic export of stored E-waste for environmentally responsible disposal using best-practice export protocols from demonstration countries.

Result Area 3

- Targeted media activities to raise awareness of the hazards of poor disposal of discarded E-waste and the sustainable solutions available for Pacific E-waste management for government, business and the wider community.
- National co-ordination committees coordinate best-practice in E-waste intervention areas.
- Implementation of on-going training in best-practice in collection, refurbishment, or disposal of E-waste as appropriate.
- Assistance provided to national governments to develop and implement national E-waste policy.
- Identification of model institutional arrangements to implement financial incentives such as taxes, import tariff or preferred supplier arrangements with EPR to fund end-of-life E-waste products collection and storage for re-export.
- Institutionalisation of regional E-waste shipping arrangements, including documentation of hazardous waste under Basel/Waigani Conventions for re-export.
- Ongoing monitoring of waste management practices and impacts.

Result Area 4

- Mechanism established within current systems (e.g. SPREP annual meeting, Pacific Environment Forum) to foster greater sharing of information with Pacific ACPs and between Pacific ACPs and OCTs;
- Inclusion of appropriate case studies from OCTs in on-going training and awareness activities; and
- Twinning-like arrangements within Pacific ACPs and between Pacific ACPs and OCTs established resulting in greater cooperative arrangements.

Indicators

- Projected E-waste generation data available for long-term planning;
- An endorsed and implemented regional E-waste management policy framework;
- Local E-waste recycling opportunities (if any) identified and promoted;
- Training in recycling/refurbishment operationalised;
- Routine collection of funds via mandatory import taxes or tariffs; ARF, or extended producer responsibility schemes (as appropriate) and managed through an E-waste trust to finance future management of E-waste;

- E-wastes managed in a safe and environmentally sound manner through adoption of best-practice;
- Regular exchanges between Pacific ACP's and OCT's facilitated; and
- Annual reporting on national management of medical waste disposal disseminated across the Pacific region.

Timelines

Activities	Timeline				
	Mont h	Mont h	Year 2	Year 3	Year 4
	1-6	6-12			
E-waste media and publicity campaign	■		■		■
Survey and estimation of national E-waste sources, stockpiles, and generation rates	■	■			
Assessment of local E-waste recycling opportunities	■	■			
Model sustainable E-waste financial infrastructure development and implementation	■	■	■		
National coordination committee		■	■	■	■
Assistance in the development of national E-waste policy		■	■		
Capacity building of Customs and Environment Departments to implement relevant regional conventions			■		
Port infrastructure in place to safely ship E-waste			■		
Completion of E-waste recycling training			■		
Construction of medium-term, national E-waste storage facility			■		
National E-waste Day coordination and E-waste collection				■	■
Export of priority E-wastes				■	
Routine monitoring and annual reporting on E-waste management			■	■	■
Regional information exchange		■	■	■	■

Risks and uncertainties

Risk/Uncertainty	Measure
Businesses unwilling to assist in improving E-waste management	Adequate specialist and government support provided to business houses
Protracted government consultation and implementation period	E-waste was identified as a priority for chemical and waste management in the Pacific Island Countries at the SAICM regional meeting at Apia in November 2007, and at the SPREP Meeting, Madang, 2010.
Protracted adverse weather conditions preclude in-country E-waste collection(s)	In-country collection will be targeted to take place during the winter dry season
Specialised E-waste experts unwilling to work in tropical regions of the Pacific	Consultants (such as EDay Trust NZ) are experienced in working in the Pacific region
Lack of capacity of the national governments to be trained in E-waste management	The broad capacity base of the project team (national, international, community, industry) will minimise this risk. Recruitment of additional national project officers will also aid implementation
High turnover rates of trained staff	The short time-frame of this project will minimise this risk. Development of a Model National E-waste strategy and policy will act as future reference documents. <i>Train the trainer</i> instruction will be the preferred instruction modality.
Language difficulties between Pacific ACP countries and OCTs	Provision of translation support services during project implementation for relevant activities

Annex 5 - Preliminary Country Intervention Prioritisation, EDF10 Pac Waste

Country response to questionnaires	Medical	E-Waste	Asbestos	Ports Upgrade	Integrated Atoll Waste Management	High Island Solid Waste Management	Waste Oil Management
Timor Leste	EDF10			EDF10			
Tonga	EDF10						
Tuvalu	EDF10	EDF10		EDF10			
Vanuatu	EDF10			EDF10	EDF10		
Samoa	EDF10						
Kiribati	EDF10						
Marshall Islands	EDF10	EDF10	EDF10	EDF10			
Niue	EDF10						
Cook Islands	EDF10		EDF10	EDF10			
Fiji	EDF10						
Palau	EDF10	EDF10		EDF10			
Total EDF10 Interventions*	14	4	3	8	1	0	0
Total Pacific Interventions	15 (100%)	8 (53%)	7 (47%)	8 (53%)	3 (100%)	9 (75%)	14 (93%)

*Dependent on final budget availability

1. Responses to EDF10 intervention questionnaires: Red = no response
2. EDF10: This project intervention
3. SAICM: E-waste project, Cook Islands, Kiribati and Samoa
4. A private E-waste recycler operates in Tonga
5. WHO, AusAID and NZAID are carrying out, or have completed some regional asbestos work
6. NZAID and EU are managing atoll waste improvements on Tuvalu and Kiribati
7. JICA: Solid waste management interventions on regional high islands
8. GEPPAS (Medical waste operates in Kiribati, Marshall Islands have waste oil management, PNG, Cooks and Niue have composting interventions)
9. AFD Waste oil programme operates across the Pacific region (excluding Timor Leste)

