

Partnership Agreement
between
The Pacific Community (SPC)
and
The [Government of.../Ministry of.../Department of...] ([Add acronym if applicable]), (the ‘Beneficiary Country’)¹

This Partnership Agreement sets out the agreement between SPC and the Beneficiary Country (‘the Parties’) regarding the Experiment to be conducted in [insert country] under Part 3.2 of the Statistical Innovation and Capacity Building in the Pacific Islands Project (‘PACSTAT’ or the ‘Project’).

I. The Project

SPC and the International Development Association (the ‘Association’) entered into a Financing Agreement dated March 19, 2020, to finance the Project described in Schedule 1 to the Financing Agreement, as such agreement may be amended from time to time (‘Financing Agreement’). The development objectives of the Project are to improve the quality of welfare data collection and accessibility to comparable welfare data in the Pacific Island Countries. Part 3.2 of the Project supports the conduct of experiments in beneficiary countries to test the alternative data collection methods developed to complement household income and expenditure surveys, and publicly disseminate the results.

Expected outcomes of the Experiment (as defined in Section II below), include:

- a) Improved standards of statistical methods and innovations used by the National Statistics Agency of [insert country];
- b) Improved timeliness and quality of sample design, data collection, and analysis of welfare data in [insert country];
- c) National Statistics Agency of [insert country] benefit from timely and relevant advice, resources, and technical assistance;
- d) Improved quality of statistics in [insert country];
- e) Increased efficiency in statistics management in [insert country].

II. Experiment

¹ The reference may be further revised according to the advice from the country. For the purposes of the template, references to ‘Beneficiary Country’ will be used as a placeholder.

- a) Description: *[insert detailed description of the Experiment to be conducted in the country]* (the 'Experiment'). *[Please also differentiate clearly which of the activities are to be carried out by SPC, and which activities are to be carried out by the Beneficiary Country. Activities to be carried out by the Beneficiary Country are to be defined as 'Country Activities'.]*
- b) Timing: *[insert timing of the Experiment]*.
- c) *[Insert other relevant details once the details of the Experiment are known.]*

III. Agreed roles and responsibilities

The Beneficiary Country agrees to, and authorizes, the implementation of the Experiment in *[insert country]*. In this regard, the Beneficiary Country agrees to:

- a) Allow SPC staff and contractors conducting the Experiment and the Association to visit any part of *[insert country]* for the purposes related to the Experiment;
- b) cooperate with SPC to ensure that the Experiment is carried out promptly and effectively, including *[SPC to discuss with the Beneficiary Country and include any other protocols, actions or instructions of the country as may be required for the Experiment to be carried out in the country]*;
- c) Contribute the staff needed to assist with the Experiment;
- d) Provide working material and room for SPC staff when they may be in *[insert country]* to conduct the Experiment;
- e) Share the data needed by SPC to conduct the Experiment; and
- f) Share the costs with SPC as detailed in "IV- Budget."

SPC, through its Statistics for Development Division, agrees to:

- a) Provide technical expertise aiming to strengthen the capacity of National Statistics Office of the Government of *[insert country]*;
- b) Provide a grant in the amount of *[insert local currency]* *[XXXXX]* to the Beneficiary Country to carry out Country Activities under the Experiment, in accordance with the terms and conditions of the Grant Agreement entered or to be entered into force between SPC and the Beneficiary Country;² and
- c) Liaise with the Association if the needs arise.

Both Parties agree to:

- a) communicate regularly with each other and provide timely information on matters relating to the Experiment, and
- b) raise any issues of concern with the nominated focal point.

Additional responsibilities, or changes to these responsibilities, may be generated and agreed to by the Parties as part of the planning process, subject to the prior approval of the Association.

IV. Budget

² To delete this sub-paragraph (b) if a Sub-Grant will not be provided to the Beneficiary Country.

The cost for carrying out the Experiment shall be shared between the Parties according to the following table. [insert table].

V. Confidentiality and use of data

Each Party agrees to maintain the confidentiality of any information it receives from the other Party that has been designated as confidential or which by its nature is deemed to be confidential. The Parties will only use confidential information for purposes of this Partnership Agreement.

VI. Intellectual property rights and use of collected data

Pre-existing intellectual property rights remain the property of their current owner. Any intellectual property rights vest in SPC.

VII. Child protection

The Government of [insert country] acknowledges SPC's Child Protection Policy as updated from time to time and will use its best endeavours to act in accordance with those principles and to abide by other relevant international declarations, conventions and arrangements.

VIII. Visibility

The Parties maintain sole authority over their respective names, logos and emblems. Neither Party is authorised under this Agreement to make use of the other Party's name, logo nor emblem, except as separately agreed in writing.

IX. Focal points

The focal points for this Partnership Agreement are:

Michael Sharp
Economic Statistics and Microdata Specialist
Statistics for Development Division
The Pacific Community (SPC)
E: michael@spc.int

[Name]
[position]
[organisation]

E:

X. Resolution of disputes

The Parties shall make their best efforts to amicably settle any dispute, controversy or claim arising out of this Partnership Agreement. Any dispute, controversy or claim arising out of or relating to this Partnership Agreement, or the breach, termination or invalidity thereof, if not first settled by negotiation, shall be

settled by arbitration in accordance with the UNCITRAL Arbitration Rules. This Partnership Agreement shall be governed by the general principles of international law.

XI. Privileges and immunities

Nothing in or relating to this Partnership Agreement shall be deemed a waiver of SPC’s privileges and immunities.

XII. Amendments and conflicts

This Partnership Agreement shall not be amended or revised either wholly or partly unless agreed by the Parties hereto and stipulated in a written document duly signed by such Parties, and subject to prior written consent by the Association.

In the case of any inconsistency between the provisions of the Financing Agreement and those of this Agreement, the provisions of the Financing Agreement shall prevail.

XIII. Entry into force, termination and extension

This Partnership Agreement will enter into force on the date of its signature by both Parties and will remain into force until [insert end date]. Clause V will extend beyond the termination of the Partnership Agreement.

[Name]
Deputy Director-General

[Name]
[Title]

Date:

Date: