

Proactive Release

Published on or before: 16 December 2025

The following Cabinet papers and related Cabinet minutes have been proactively released by the Minister of Foreign Affairs

Title	Reference
<i>Report of the Cabinet Foreign Policy and National Security Committee: Period Ended 7 November 2025</i>	CAB-25-MIN-0394
<i>Cabinet Foreign Policy and National Security Committee – Minute of Decision – Pacific Resilience Facility Establishment Agreement: Approval for Ratification</i>	FPS-25-MIN-0029
<i>Pacific Resilience Facility Establishment Agreement: Approval for Ratification</i>	
<i>Appendix 1: The Agreement</i>	
<i>Appendix 2: Pacific Resilience Facility Capitalisation Pledges</i>	
<i>Appendix 3: National Interest Analysis</i>	

Some parts of this information release would not be appropriate to release and, if requested, would be withheld under the Official Information Act 1982 (the Act). Where this is the case, the relevant sections of the Act that would apply have been identified. Where information has been withheld, no public interest has been identified that would outweigh the reasons for withholding it.

Key to redaction codes:

- 6(a): to avoid prejudicing the international relations of the New Zealand Government and;
- 9(2)(g)(i): to protect the free and frank expression of opinions by departments.

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Cabinet

Minute of Decision

This document contains information for the New Zealand Cabinet. It must be treated in confidence and handled in accordance with any security classification, or other endorsement. The information can only be released, including under the Official Information Act 1982, by persons with the appropriate authority.

Report of the Cabinet Foreign Policy and National Security Committee: Period Ended 7 November 2025

On 10 November 2025, Cabinet made the following decisions on the work of the Cabinet Foreign Policy and National Security Committee for the period ended 7 November 2025:

EXP-25-MIN-0029 **Pacific Resilience Facility Establishment Agreement:** CONFIRMED
Approval for Ratification
Portfolio: Foreign Affairs

Rachel Hayward
Secretary of the Cabinet



Cabinet Foreign Policy and National Security Committee

Minute of Decision

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Pacific Resilience Facility Establishment Agreement: Approval for Ratification

Portfolio Foreign Affairs

On 5 November 2025, the Cabinet Foreign Policy and National Security Committee (FPS):

- 1 **noted** that in August 2025, FPS approved the Pacific Resilience Facility Establishment Agreement (the Agreement), and agreed that New Zealand sign the Agreement [FPS-25-MIN-0016];
- 2 **noted** that on 10 September 2025, Prime Minister Luxon signed the Agreement, attached to the submission under FPS-25-SUB-0029, on behalf of New Zealand at the 54th Pacific Islands Forum Leaders Meeting in Honiara, the Solomon Islands;
- 3 **agreed** to ratify the Agreement, subject to the satisfactory completion of the Parliamentary treaty examination process;
- 4 **approved** the content of the National Interest Analysis (NIA), attached as Appendix 3 to the submission under FPS-25-SUB-0029;
- 5 **agreed** to present the Agreement and the NIA to the House of Representatives for the purposes of the Parliamentary treaty examination process, under Standing Orders 405;
- 6 **agreed** that, following the successful completion of Parliamentary treaty examination, New Zealand will deposit its instrument of ratification to the Pacific Islands Forum Secretary General, the Depositary of the Agreement;
- 7 **noted** that the ratification of the Agreement will not require amendments to existing legislation;
- 8 **noted** that the Agreement will enter into force either after the date of deposit of the eighth instrument of ratification including Tonga, or on the 30th day following the deposit of the instrument of ratification if the Agreement has already entered into force.

Janine Harvey
Committee Secretary

Present: (see over)

Present:

Hon David Seymour
Rt Hon Winston Peters (Chair)
Hon Nicola Willis
Hon Mark Mitchell
Hon Nicola Grigg

Officials present from:

Office of the Prime Minister
Office of the Chair
Officials Committee for FPS

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In Confidence

Office of the Minister of Foreign Affairs

Cabinet Foreign Policy and National Security Committee

Pacific Resilience Facility Establishment Agreement: Approval for Ratification

Proposal

- 1 This paper seeks Cabinet's approval to present the *Pacific Resilience Facility Establishment Agreement* ('the Agreement') and the National Interest Analysis for the Agreement to the House of Representatives for parliamentary treaty examination.
- 2 The paper also seeks Cabinet's approval to ratify the Agreement subject to the successful completion of parliamentary treaty examination.

Executive Summary

- 3 The Pacific Resilience Facility (PRF) will be the first Pacific-owned and -led regional fund dedicated to community resilience building to combat the impacts of climate change. The PRF will be established as a treaty-level organisation and domiciled in Tonga.
- 4 New Zealand is now in a position to ratify the Agreement. As the Agreement is a multilateral treaty it must undergo parliamentary treaty examination as required under Standing Order 405.
- 5 New Zealand's ratification of the Agreement would create legally binding obligations on New Zealand at international law. There are no domestic legislative implications.
- 6 Although there are some risks remaining regarding the operation of the PRF, New Zealand continues to support establishment and capitalisation efforts as part of our commitment to the region's long-term resilience goals.

Background

- 7 In October 2024 at the Commonwealth Heads of Government meeting in Samoa, the Prime Minister announced New Zealand's contribution of NZ\$20 million to the PRF. Once fully capitalised, the PRF will disburse finance to initiatives that aim to reduce Pacific Island countries vulnerability to disaster risk, including those arising from climate change.
- 8 On 18 August 2025, Cabinet approved the Agreement text and New Zealand's signing of the Agreement, based on the recommendation of the Cabinet Foreign Policy and National Security Committee.¹

¹ CAB-25-MIN-0275.

- 9 On 10 September 2025, Prime Minister Luxon signed the Agreement on behalf of New Zealand at the 54th Pacific Islands Forum Leaders Meeting in Honiara.
- 10 The PRF will be headquartered in Tonga, which has the required domestic legislation for establishment. Tonga has been assisted by the Pacific Islands Forum Secretariat (PIFS) and an Australian-based law firm in this process, s6(a)

Comment

Proposal and decision sought

- 11 The Agreement is a multilateral treaty-level instrument, which will create binding international law obligations on New Zealand.
- 12 This paper seeks Cabinet's approval to ratify the Agreement.
- 13 The Agreement establishes the PRF as a treaty-level organisation to be domiciled in Tonga.
- 14 New Zealand has pledged NZ\$20 million toward the capitalisation of the PRF, which will be funded from New Zealand's existing International Development Cooperation appropriation. No new funding is sought.
- 15 This paper also seeks Cabinet approval to present the Agreement text and a National Interest Analysis to the House of Representatives for parliamentary treaty examination. A copy of the final Agreement text is appended to this paper (**Appendix 1**). The National Interest Analysis is also appended to this paper (**Appendix 3**).

The Agreement will bolster New Zealand's support to Pacific regionalism

- 16 The PRF will be the first Pacific-owned and -led regional fund dedicated to community-level resilience building. It is intended to reduce the vulnerability and exposure of Pacific communities to disaster risks from climate change and other hazards.
- 17 New Zealand's commitment to the PRF is an important part of our support for the region's long-term goals, including greater autonomy and resilience. s6(a)
- 18 Capitalisation pledges towards the PRF (including New Zealand's contribution) currently total approximately US\$166 million. PIFS is administering the establishment of the PRF and has set a goal of reaching US\$500 million in pledges by 31 December 2026.²
- 19 Australia has pledged the largest contribution so far, contributing to establishment costs and, by instalment, US\$65 million to capitalisation. Saudi Arabia (US\$50 million) and the United States (US\$20 million) have also pledged significant contributions.³ Smaller

² Appendix 2: Pacific Resilience Facility Capitalisation Pledges.

³ The United States pledge remains subject to uncertainty after the freeze placed on all development assistance announced in January 2025.

pledges have been announced by several other countries. s9(2)(g)(i)

s6(a)

20 s6(a)

21 s6(a)

. For example, officials actively participated in the drafting of the Establishment Agreement. More recently we have been contributing to and shaping the Rules and Procedures of the PRF, along with a wide range of operational policies.

22 New Zealand's contribution of NZ\$20 million from the development programme is considered appropriate given the level of contributions from other partners. Officials are not proposing an increase to New Zealand's contribution at this point.

23 As a Pacific-led and owned facility it is important that Pacific Island countries take the lead on advocating for the PRF. If the PRF is not fully capitalised the financial model will have to be updated to reflect the lower amount which will ultimately result in a lower level of disbursement from the facility.

24 Pacific countries are highly committed to the PRF and continue efforts to capitalise the fund, supported by PIFS. These efforts may be bolstered if Australia is successful in its bid to be the COP31 climate change meeting host in partnership with the Pacific in 2026.

25 Once ratified and in force, New Zealand will be a member of the PRF Council and be able to influence the operation of the facility.

Signature, ratification, and entry into force

- 26 Prime Minister Luxon signed the Agreement on behalf of New Zealand at the Pacific Islands Forum Leaders Meeting in Honiara on 10 September 2025. 15 Pacific countries also signed the Agreement, including Australia.⁴
- 27 New Zealand's ratification of the Agreement creates legally binding obligations on New Zealand at international law. There are no domestic legislative implications of ratification, and therefore Regulatory Impact Analysis requirements are not triggered.
- 28 Eight Pacific Islands Forum countries (including Tonga) must ratify the Agreement for entry into force. The PIFS anticipates at least eight countries will have ratified the Agreement by December 2025.⁵

Next steps and implementation

- 29 Under Standing Order 405, the Government is required to present to the House a National Interest Analysis (NIA) for any treaty that is to be subject to ratification by New Zealand. A NIA for the Agreement has been prepared by the Ministry of Foreign Affairs and Trade and is attached as **Appendix 3**.
- 30 The Agreement will enter into force after the date of deposit of the eighth instrument of ratification to the Pacific Islands Forum Secretary General, the Depositary of the Agreement. This must include the host country, Tonga. If New Zealand were to ratify after the date of entry into force of the Agreement, the Agreement would enter into force for New Zealand on the 30th day following deposit of our instrument of ratification.

Cost-of-living implications

- 31 This proposal has no expected cost-of-living implications for New Zealanders.

Financial implications

- 32 New Zealand's ratification of the Agreement does not have any financial implications. New Zealand has pledged NZ\$20 million toward the capitalisation of the PRF, which will be funded from New Zealand's existing International Development Cooperation appropriation. No new funding is sought.

Impact analysis

- 33 As the proposal relates to a multilateral treaty, a National Interest Analysis (**Appendix 3**) has been prepared.
- 34 The National Interest Analysis includes the reasons for New Zealand becoming Party to the Agreement, the advantages and disadvantages of New Zealand ratifying the treaty, and the costs to New Zealand of compliance with the Agreement.

⁴ Australia, Cook Islands, Federated States of Micronesia, Fiji, Kiribati, Nauru, New Zealand, Niue, Palau, Papua New Guinea, Republic of the Marshall Islands, Solomon Islands, Tonga, Tuvalu, and Vanuatu.

⁵ Fiji, Niue, Republic of Marshall Islands, Solomon Islands, Tuvalu, and Vanuatu. Nauru and Tonga have ratified the Agreement.

35 The Agreement does not present any legislative or regulatory change obligations.

Population implications

36 None.

Human rights

37 This proposal has no expected inconsistencies with the Human Rights Act 1993 or the New Zealand Bill of Rights Act 1990.

Publicity

38 Should Cabinet agree that New Zealand ratify the Agreement, subject to the satisfactory completion of the parliamentary treaty examination process, the Minister of Foreign Affairs would issue a press release once ratification is complete.

39 New Zealand's early pledge to the PRF capitalisation has provided several opportunities for visibility as part of PRF outreach events organised by the PIFS, both within the Pacific region and globally. Our pledge is recognised in PRF advocacy material and other publications.

Proactive Release

40 This Cabinet paper will be proactively released in whole, subject to redaction as appropriate under the Official Information Act 1982, after the Agreement has been ratified.

Consultation

41 The Treasury has been consulted on this Cabinet paper and supports the recommendations. The Department of the Prime Minister and Cabinet has been informed.

42 The Ministry for Regulation has confirmed that the Agreement does not present any domestic legislative change obligations and therefore does not trigger the requirement for a Regulatory Impact Analysis.

43 In consultation with Tokelau, we have advised that it would be preferable not to extend the treaty action to Tokelau. New Zealand has undertaken not to receive benefits under the PRF, and on that basis we consider that extending the application of New Zealand's treaty action to Tokelau would preclude it from also receiving benefit under the PRF. This leaves open the possibility of Tokelau applying for Associate Membership. A meeting of Tokelau's General Council in September 2025 accepted this advice.

Recommendations

This paper recommends that the Committee:

- 1 **note** that on 18 August 2025, Cabinet approved the *Pacific Resilience Facility Establishment Agreement* (the Agreement) text (**Appendix 1**) and New Zealand's signing of the Agreement [CAB-25-MIN-0275 refers];
- 2 **note** that on 10 September 2025, Prime Minister Luxon signed the Agreement on behalf of New Zealand at the 54th Pacific Islands Forum Leaders Meeting in Honiara;
- 3 **agree** to ratify the Agreement, subject to the satisfactory completion of the parliamentary treaty examination process;
- 4 **approve** the content of the National Interest Analysis (NIA), which is attached as **Appendix 3**;
- 5 **agree** to present the Agreement and the NIA to the House of Representatives for the purposes of the parliamentary treaty examination process, under Standing Orders 405;
- 6 **agree** that following successful completion of Parliamentary treaty examination, New Zealand will deposit its instrument of ratification to the Pacific Islands Forum Secretary General, the Depositary of the Agreement;
- 7 **note** that the ratification of the Agreement will not require amendments to existing legislation;
- 8 **note** that the Agreement will enter into force either after the date of deposit of the eighth instrument of ratification including Tonga; or on the 30th day following the deposit of our instrument of ratification if the Agreement has already entered into force.

Authorised for lodgement

Rt Hon Winston Peters
Minister of Foreign Affairs

Appendix 1: The Agreement

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Appendix 2: Pacific Resilience Facility Capitalisation Pledges

Country	Pledged Currency	US\$ (approx.)
Australia	AU\$100m	65,096,124
China	US\$0.5m	500,000
France	EU€2m	2,355,600
Germany	EU€5m	5,237,423
Ireland	EU€3m	3,503,100
Japan	¥417m	2,855,199
Nauru	AU\$1m	651,003
New Zealand	NZ\$20m	11,719,300
Portugal	EU€1m	1,167,700
Saudia Arabia	US\$50m	50,000,000
Taiwan	US\$3m	3,000,000
United States	US\$20m	20,000,000
Total		166,085,449
Target Capitalisation		500,000,000
Remaining		333,914,551

Appendix 3: National Interest Analysis

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AGREEMENT TO ESTABLISH THE PACIFIC RESILIENCE FACILITY

PREAMBLE

RECALLING the 2050 Strategy for the Blue Pacific Continent, which highlights the impacts of climate change and disasters and their threats to the future of the Pacific region's people and the full realisation of a peaceful, secure and sustainable future for our region;

RECALLING THAT in 2019, Pacific Islands Forum Leaders recognised the value of the ongoing collective efforts as one region and ocean, and the need to address financing for building resilience in the Blue Pacific;

RECALLING the 2023 Leaders' Declaration on the Establishment of the Pacific Resilience Facility, which highlights the need for a facility that is Pacific owned and led;

RECALLING THAT in 2023, Pacific Islands Forum Leaders reiterated their determination to create the Pacific Resilience Facility as a financing institution and vehicle for funding climate change adaptation, increased resilience and disaster risk initiatives in the Pacific region designed on the principles of regional ownership, affordable and contextualised financing, simplified access procedures, additionality, complementarity and administrative efficiency;

The Parties have agreed as follows:

Article 1 Establishment

- (a) The Pacific Resilience Facility (the "PRF") is hereby established as an international organisation.
- (b) The headquarters of the PRF shall be established in Nuku'alofa, the Kingdom of Tonga.

Article 2 Legal Personality and Capacity

- (a) The PRF shall have international legal personality, and full legal capacity and the powers necessary to pursue and achieve its purposes and objectives, including to:
 - (i) enter into contracts and deeds;
 - (ii) acquire and dispose of moveable, immoveable and intellectual property; and
 - (iii) institute and defend legal proceedings.
- (b) The PRF must be administered and managed, and must operate:
 - (i) for the purposes and objectives set out in Article 3;
 - (ii) in accordance with this Agreement; and
 - (iii) in accordance with the PRF Rules of Procedure and Regulations as in effect at any time and from time to time.

Article 3 Purposes and Objectives

- (a) Recalling the 2023 Leaders' Declaration on the Establishment of the Pacific Resilience Facility, the purposes of the PRF are to:
- (i) assist PRF Members to build systemic resilience to the impact of climate change at the national level by strengthening the collective financial resilience of PRF Members:
 - (A) to receive and make climate and disaster grants for climate adaptation, disaster preparedness, nature-based solutions, and loss and damage projects;
 - (B) to support disaster rapid response; and
 - (C) to receive and make social and community grants for the Sustainable Development Goals and to support resilient and sustainable communities;
 - (ii) provide administratively-efficient, cost-effective, community-centred and nationally-contextualised financing that may evolve over time, for resilient development projects in the Pacific region, including (collectively or separately) by, or through, national governments, private sector, civil society and community organisations;
 - (iii) strengthen strategic partnerships with key development partners and global climate-change and disaster-risk funding sources to harness collective support for resilient development initiatives in the Pacific region;
 - (iv) support capacity building and development in resilient-development planning and budgeting, through strengthening public financial management systems in the Pacific region; and
 - (v) serve as a compelling mechanism for climate change and disaster risk investors to contribute capital in support of climate and disaster resilience, and resilient and sustainable communities in the Pacific region.
- (b) In pursuing the purposes set out above, the objectives of the PRF are to:
- (i) reduce and mitigate the adverse impacts of climate change and disasters on persons and communities of the Pacific region through development and delivery of programmes and projects which consider risk and ward against adverse consequences;
 - (ii) contribute to secure, stable growth of resilient Pacific communities, including by strengthening capacity to develop and deliver local community programmes and projects;
 - (iii) carry out inclusive and coordinated actions aligned with relevant environmental and social safeguarding standards; and
 - (iv) invest and reinvest capital and assets in a lean, agile, realistic, sustainable, complementary, additional and affordable manner.

Article 4 Definitions

For the purposes of this Agreement:

Board means the board of the PRF described in Article 8.

Chief Executive Officer means the officer of the PRF described in Article 10.

Council means the council of the PRF described in Article 7.

Council Chair has the meaning given in Article 7(k).

Depositary has the meaning given in Article 14.

Finance means and includes:

- (a) financial accommodation of every kind (including a gift, a grant, an investment, a guarantee, an indemnity, an underwriting and an obligation under a negotiable instrument); and
- (b) resources, facilities and other assets of the PRF.

Forum Member Country means a full member of the Pacific Islands Forum.

Host Country means the Kingdom of Tonga.

Party means a party to this Agreement.

PRF means the Pacific Resilience Facility as established by this Agreement, and includes any successor organisation.

PRF Member means a Forum Member Country which has become a member of the PRF in accordance with this Agreement.

PRF Rules of Procedure and Regulations has the meaning given in Article 9(a).

Sustainable Development Goals means the 17 sustainable development goals set out by the United Nations in its “2030 Agenda for Sustainable Development” dated 21 October 2015, and includes any successor goals which may be adopted by the United Nations.

Article 5 Membership

- (a) Any Forum Member Country may become a member of the PRF by:
 - (i) signing this Agreement and depositing an instrument of ratification, acceptance or approval in accordance with Article 16; or
 - (ii) depositing an instrument of accession in accordance with Article 17.

- (b) An Associate Member of the Pacific Islands Forum may be admitted to associate membership of the PRF, if a request for membership is approved by the Council. The Council shall decide the nature and extent of the rights and obligations of a PRF Member which is an Associate Member of the Pacific Islands Forum.
- (c) The PRF is solely responsible for its own acts and omissions and for performing and satisfying its obligations of all kinds. No PRF Member shall be liable, by reason of its status or participation in the PRF, for acts, omissions, or obligations of the PRF.
- (d) Any Forum Member Country which has signed this Agreement may appoint a representative to observe meetings of the Council, without the right to vote, until the earlier of:
 - (i) two years from the date the Forum Member Country signs this Agreement; and
 - (ii) the date on which the Forum Member Country becomes a PRF Member.

Article 6 Organs of the PRF

- (a) The following are established as the organs of the PRF:
 - (i) the Council; and
 - (ii) the Board.
- (b) Board committees, and subsidiary or affiliate entities of the PRF may be established if the Council or Board (as appropriate) so decides as required to support the PRF's activities.

Article 7 The Council

- (a) The Council is the supreme governance organ of the PRF.
- (b) Each PRF Member which is a Forum Member Country may designate an authorised representative to be a member of the Council who shall normally be the Minister responsible for finance unless otherwise designated by the government or other competent authority of that Forum Member Country.
- (c) Members of the Council shall serve without remuneration from the PRF.
- (d) All of the powers of the PRF are vested in the Council.
- (e) The role and functions of the Council include:
 - (i) providing leadership, guidance, and strategic direction to, and determining risk tolerance for, the PRF;
 - (ii) reviewing progress in meeting the PRF's purposes and objectives; and
 - (iii) considering and making decisions in respect of powers not delegated to the Board and authorising the implementation of those decisions.

- (f) The Council shall not delegate the power to:
- (i) make decisions in respect of membership of the PRF;
 - (ii) adopt and amend the PRF Rules of Procedure and Regulations;
 - (iii) review progress in meeting the PRF's purposes and objectives, including the performance of the Board;
 - (iv) authorise the entry by the PRF into any binding instrument governed by international law;
 - (v) appoint or reappoint a person to be a Director of the Board, and the terms relating to such appointments;
 - (vi) remove a Director from the Board for any reason;
 - (vii) approve the strategic plan, annual budget, annual report, and financial statements of the PRF;
 - (viii) authorise the establishment of a branch of the PRF in the territory of a PRF Member or another place, or an investment or other participation in, or the establishment of, a subsidiary or affiliate of the PRF; or
 - (ix) exercise any power expressly assigned to the Council in this Agreement.
- (g) The Council may delegate to the Board those powers that are not reserved to the Council in Article 7(f), and may at any time amend or revoke such delegation.
- (h) The Council shall meet at least annually, or more often as decided by the Council.
- (i) A quorum for a Council meeting shall be the greater of:
- (i) 8 members of the Council; and
 - (ii) two thirds of all members of the Council.
- (j) The Council shall make every effort to reach decisions by consensus in the Pacific way. The PRF Rules of Procedure and Regulations may set out procedures for when consensus is unable to be reached. When those procedures apply, each member of the Council shall be entitled to one vote.
- (k) The Council shall appoint a member of the Council to act as chair (the “**Council Chair**”). The Council Chair shall rotate annually in alphabetical order of PRF Members or as otherwise decided by the Council. The Council Chair shall carry out the duties that are entrusted by the Council.
- (l) The Pacific Islands Forum Secretary General has observer status at Council meetings.
- (m) Except as provided in this Agreement, the Council may regulate its own affairs, including in connection with virtual meetings of the Council.

Article 8 The Board

- (a) The Board shall exercise those powers delegated by the Council, and be responsible for the overall administration, management and operation of the PRF.
- (b) The Board shall be accountable to the Council for the performance of the PRF.
- (c) The Board shall consist of no fewer than seven and no more than nine Directors, except as otherwise decided by the Council.
- (d) The Directors shall, in the view of the Council, be persons of high competence and who possess the necessary independence, qualifications, experience and skills relevant to the PRF's operations, with due consideration given to gender balance.
- (e) A Director may be appointed for a term of up to three years and may be reappointed once, for a further term of up to three years.
- (f) The Board shall meet as often as the Directors or the Council decide is appropriate to fulfil their functions and duties, or as otherwise permitted by the PRF Rules of Procedure and Regulations.
- (g) Quorum for a meeting of the Board shall be at least five Directors present and entitled to vote.
- (h) The Board shall make every effort to reach decisions by consensus in the Pacific way. The PRF Rules of Procedure and Regulations may set out procedures for when consensus is unable to be reached. When those procedures apply, each Director shall be entitled to one vote.
- (i) The Board shall elect a Director to serve as the chair of the Board (the "**Board Chair**") who shall manage the Board in its performance of the duties entrusted by the Board.
- (j) Except as provided in this Agreement, the Board may regulate the conduct of its own affairs, including in connection with virtual meetings of the Board.

Article 9 PRF Rules of Procedure and Regulations and Policies

- (a) The PRF shall adopt rules and regulations for the governance, administration, management and operation of the PRF (the "**PRF Rules of Procedure and Regulations**") and related policies, and may amend the PRF Rules of Procedure and Regulations and related policies.
- (b) The PRF Rules of Procedure and Regulations and related policies must not:
 - (i) create or impose any duty, obligation, cost, expense or liability for, or on, a PRF Member which is not specifically provided for by this Agreement; or
 - (ii) otherwise alter the rights of a PRF Member, in its capacity as such, under this Agreement.

- (c) This Agreement shall prevail to the extent of any inconsistency between this Agreement, the PRF Rules of Procedure and Regulations and/or related policies.

Article 10 PRF Staff

- (a) The Board shall, by a two thirds majority vote, appoint a Chief Executive Officer. While holding this office, the Chief Executive Officer shall not be a member of the Council or a Board Director.
- (b) The Chief Executive Officer shall:
 - (i) be the legal representative of the PRF and can execute documents on behalf of the PRF;
 - (ii) have responsibility for the organisation, appointment and dismissal of the PRF's staff and contractors in accordance with the PRF Rules of Procedure and Regulations and any related policies;
 - (iii) attend the meetings of the Board;
 - (iv) conduct, under the direction of the Board, the business of the PRF;
 - (v) report to the Board on the overall administration, management and operation of the PRF;
 - (vi) by invitation of the Council, attend meetings of the Council, and support the Board Chair in updates to the Council as and when requested; and
 - (vii) if and when requested by the Council, provide advice and information to the Council.
- (c) Following consultation with the Council Chair and Board Chair, the Chief Executive Officer shall appoint a person to serve as the Secretary of the Council and the Board. In connection with the performance of the Secretary's duties, the Secretary will be accountable to the Council or the Board, as applicable. The Secretary shall ensure that full records of the deliberations and decisions of the Council and the Board, and of information given to the Council and the Board, are made, retained and preserved.

Article 11 Finance and Operations

- (a) The sources of funding of the PRF are:
 - (i) voluntary contributions provided by PRF Members;
 - (ii) investment income; and
 - (iii) any other sources of funding acceptable under the PRF Rules of Procedure and Regulations.
- (b) The PRF shall make any and all investments, and provide Finance, in accordance with this Agreement, the PRF Rules of Procedure and Regulations, and any related policies.

- (c) The Council may decide that a PRF Member must make a financial contribution to the PRF in order to be eligible to apply for and/or receive Finance.
- (d) The PRF shall not require payment of any amount to become, be, or remain, a PRF Member.
- (e) The PRF shall not:
 - (i) accept funding of any kind, or any support or assistance, that may in any way prejudice, limit, deflect or otherwise alter the PRF's purposes and objectives or functions;
 - (ii) interfere in the political affairs of any PRF Member; or
 - (iii) make any investment, or provide Finance, otherwise than in accordance with this Agreement, the PRF Rules of Procedure and Regulations, and any related policies.
- (f) Each PRF Member shall:
 - (i) use Finance provided by the PRF, exclusively to pursue the PRF's purposes and objectives and in accordance with this Agreement, the PRF Rules of Procedure and Regulations, and any related policies; and
 - (ii) report to the Board on its use of Finance provided by the PRF in accordance with the PRF Rules of Procedure and Regulations and any related policies.

Article 12 Transparency, Accountability and Access to Information

- (a) The PRF shall operate in accordance with generally accepted international standards of governance, transparency and accountability.
- (b) In pursuing Article 12(a), the PRF shall, in accordance with the PRF Rules of Procedure and Regulations:
 - (i) provide to PRF Members:
 - (A) an annual report containing an audited statement of the PRF's accounts;
 - (B) a summary statement of its financial position and a profit and loss statement showing the results of its operations, each on a quarterly basis;
 - (C) any other reports or materials the PRF deems appropriate in carrying out its purposes and objectives; and
 - (D) to any PRF Member in response to a request, any records held by the Chief Executive Officer requested by that PRF Member that may be disclosed in accordance with the PRF Rules of Procedure and Regulations;
 - (ii) publish its annual report and any other materials circulated to PRF Members that the PRF deems appropriate; and

- (iii) require that the Secretary shall make the records referred to in Article 10(c) available to the Council upon request.
- (c) The Board shall make available to the Council such other material and information concerning the administration, management or operation of the PRF as the Council may request.

Article 13 Privileges and Immunities

- (a) The PRF shall enjoy in the territory of each PRF Member such status, exemptions, privileges and immunities as are necessary to enable the PRF to fulfil its purposes and objectives and carry out its functions in the PRF Member's territory. PRF Members shall take all necessary measures to confer such status, exemptions, privileges and immunities on the PRF in accordance with their applicable domestic law. This may include immunity from suit with respect to the PRF and its officers and employees; inviolability of property, assets and documents; exemption from liability to pay or collect taxes; and exemption from currency and exchange control restrictions.
- (b) To the extent a PRF Member is able, such exemptions, privileges and immunities may be offered to subsidiary entities and affiliates of the PRF which carry out functions in that PRF Member's territory.
- (c) The Council may waive any exemptions, privileges and immunities, in such manner and upon such conditions as it may decide to be appropriate in the best interests of the PRF.

Article 14 Depositary

- (a) The Pacific Islands Forum Secretary General shall be the Depositary of this Agreement.
- (b) The Depositary shall send certified copies of this Agreement to all the Parties.

Article 15 Signature

This Agreement shall be open for signature by Forum Member Countries for a period of two years from 10 September 2025.

Article 16 Ratification, Acceptance, and Approval

- (a) This Agreement shall be subject to the ratification, acceptance, or approval by Forum Member Countries.
- (b) Instruments of ratification, acceptance, or approval shall be deposited with the Depositary. The Depositary shall duly notify all other signatories of each deposit and the date thereof.

Article 17 Accession

- (a) This Agreement shall be open for accession after the period for signature in Article 15 expires. By acceding to this Agreement, a Forum Member Country becomes a PRF Member and a Party.

- (b) An instrument of accession shall be deposited with the Depositary.

Article 18 Entry into Force

- (a) This Agreement shall enter into force upon receipt by the Depositary of an instrument of ratification, acceptance or approval by seven Forum Member Countries and the Host Country.
- (b) For each Forum Member Country acceding to this Agreement after its entry into force, this Agreement will enter into force on the first day of the calendar month after the date of receipt by the Depositary of the Forum Member Country's instrument of accession.

Article 19 Reservations

No reservations shall be made to this Agreement.

Article 20 Amendment

- (a) Any Party to this Agreement may propose an amendment to this Agreement by submitting such a proposal to the Depositary which shall transmit it to all other Parties.
- (b) An amendment to this Agreement shall be adopted if the proposal receives unanimous approval of the Parties.
- (c) The amendment shall enter into force three months, or such other time period specified by the amendment, after the date of a formal communication from the Depositary advising its receipt of an instrument of acceptance of the amendment from each of the Parties.

Article 21 Suspension

- (a) Without affecting Article 22, the Council may suspend some or all of the rights and entitlements of a PRF Member (including of Council representation) on such terms and conditions as are decided by the Council.
- (b) The Council may include in the PRF Rules of Procedure and Regulations provisions that address the circumstances in which the rights or entitlements of a PRF Member may be suspended and reinstated and how suspension affects Finance previously made available to the affected PRF Member.
- (c) The suspension will be effective from the date, and on such conditions, as provided in a written notification from the Council to the affected PRF Member and shall continue until such time as the Council decides otherwise.
- (d) While under suspension, a PRF Member shall continue to comply with this Agreement and the PRF Rules of Procedure and Regulations.

Article 22 Withdrawal and Cessation of Membership

- (a) Any Party may withdraw from this Agreement by written notification of its intention to withdraw from this Agreement. Such withdrawal shall become effective from the date of receipt of the notice by the Council.

- (b) A Party which ceases to be a PRF Member in accordance with sub-paragraphs (c)(i)-(ii) or (iv) shall not be refunded the amount (or any part of the amount) which it has contributed to the PRF as capital or for operating expenses or, on account of that cessation, be paid any other amount by the PRF.
- (c) A PRF Member shall cease to be a member of the PRF:
 - (i) if it withdraws from this Agreement under paragraph (a), at the time that withdrawal becomes effective;
 - (ii) if it ceases to be a member of the Pacific Islands Forum, at the time that occurs;
 - (iii) when the PRF is dissolved, at the time that occurs; or
 - (iv) if the Council so decides, at the time specified by the Council in connection with that decision.

Article 23 Interpretation

Any question as to the interpretation or application of this Agreement arising between a PRF Member and the PRF shall be submitted to the Council Chair for decision by the Council.

Article 24 Settlement of Disputes

Any dispute between two or more PRF Members relating to this Agreement shall, if not resolved between them through negotiation, be submitted to the Council Chair for decision by the Council.

Article 25 Dissolution of the PRF and Termination

- (a) The Council may unanimously decide to dissolve the PRF. Upon such decision being made:
 - (i) the Council shall notify the Board and the Host Country; and
 - (ii) the Board shall cease all activities except all necessary and requisite steps to affect the orderly liquidation of the PRF.
- (b) Upon completion of the Board's work under sub-paragraph (a)(ii):
 - (i) the Council shall:
 - (A) remove all Directors from office; and
 - (B) distribute any surplus assets of the PRF in accordance with any allocation policy adopted by the Council; and
 - (ii) this Agreement shall terminate.
- (c) The PRF shall not be liquidated and dissolved during the period of one year after this Agreement enters into force unless all PRF Members unanimously agree.

Article 26 Authentic Text

The authentic text of this Agreement is the English language.

Article 27 Translation


A Party may provide a translation of this Agreement to the Depositary in any language. In the event of any inconsistency in interpretation, the English text will prevail.

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the Minister of Foreign Affairs

IN WITNESS WHEREOF the undersigned representatives, being duly authorised thereto by their respective governments, have signed this Agreement.

Opened for signature at Honiara, Solomon Islands this tenth day of September, two thousand and twenty-five, in the English language.

For the Government of the Commonwealth
of Australia



Hon. Anthony Albanese
Prime Minister

For the Government of Cook Islands




Hon. Mark Brown
Prime Minister

For the Government of the Federated
States of Micronesia



H.E. Wesley W. Simina
President

For the Government of the Republic of Fiji



Hon. Sitiveni Ligamamada Rabuka
Prime Minister

For the Government of French Polynesia

For the Government of the Republic of
Kiribati



H.E. Taneti Maamau
President

For the Government of the Republic of
Nauru



Hon. Jesse Jeremia
Minister for Infrastructure Development

For the Government of New Caledonia

For the Government of New Zealand



Hon. Christopher Luxon
Prime Minister

For the Government of Niue



Hon. Dalton Tagelagi
Prime Minister

For the Government of the Republic of
Palau



H.E. Surangel Whipps Jr.
President

For the Government of the Independent
State of Papua New Guinea



Hon. James Marape
Prime Minister

For the Government of the Republic of
the Marshall Islands



Hon. Kalani R. Kaneko
Minister for Foreign Affairs and Trade

For the Government of the Independent
State of Samoa

For the Government of Solomon Islands



Hon. Jeremiah Manele
Prime Minister

For the Government of the Kingdom of
Tonga



Hon. Dr. Aisake Valu Eke
Prime Minister

For the Government of Tuvalu



Hon. Feleti Penitala Teo
Prime Minister

For the Government of the Republic of
Vanuatu



Hon. Jotham Napat
Prime Minister



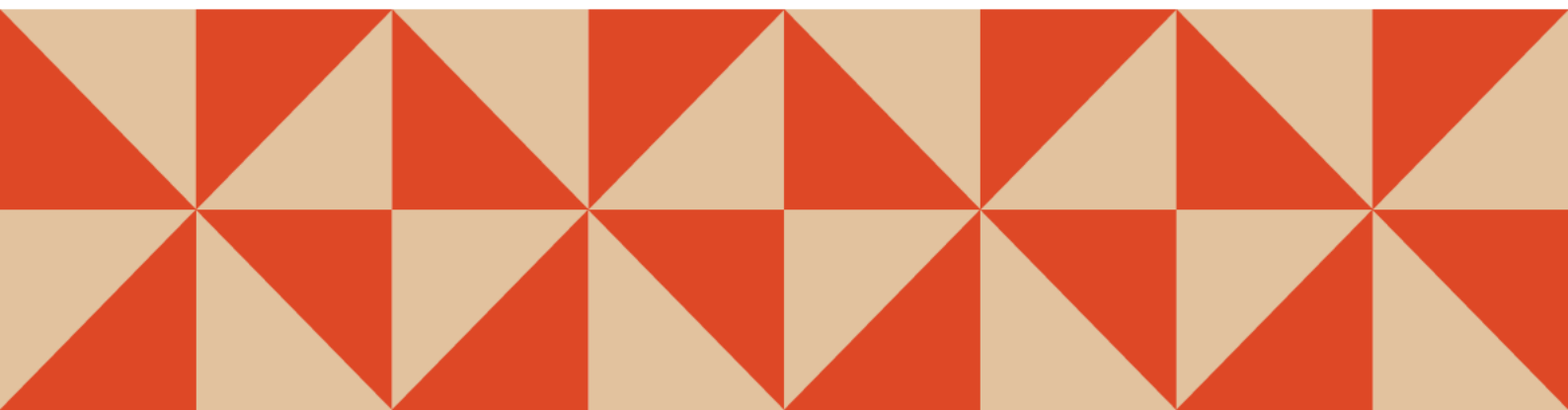
NEW ZEALAND
FOREIGN AFFAIRS & TRADE
Manatū Aorere

SEPTEMBER 2025

Pacific Resilience Facility Agreement

National Interest Analysis

Proactively Released by
the Minister of Foreign Affairs



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Executive summary

1. The Pacific Resilience Facility (PRF) will be the first Pacific-owned and -led regional fund dedicated to community resilience building. It will support community-level projects required to build resilience and reduce the vulnerability and exposure of Pacific communities to disaster risks, from climate change and other hazards.
2. New Zealand announced a contribution to the PRF in October 2024 at the Commonwealth Heads of Government Meeting, and we signed the PRF Agreement ('the Agreement') at the 54th Pacific Islands Forum Leaders Meeting in Honiara, Solomon Islands, on 10 September 2025. This signalled our intention to ratify the Agreement.
3. The PRF will be established as a multilateral treaty-level organisation, to be domiciled in Tonga.
4. Ratifying the Agreement is in New Zealand's national interest as a responsive development partner acting in support of the region's resilience objectives.
5. The Pacific Islands Forum Secretariat (PIFS) has been administering the establishment of the PRF and anticipate that eight Pacific countries will ratify the Agreement before the end of 2025, at which point the Agreement will enter into force. The ambition is that the PRF will commence operations in early-2026.
6. This National Interest Analysis finds that the advantages of New Zealand ratifying the Agreement strongly outweigh any disadvantages. Supporting the PRF, as a Pacific-owned and -led facility is an important part of contribution to the region's prosperity and resilience.
7. No new legislative changes are required to give effect to the Agreement.
8. Similarly, there are no major economic, environmental, and social costs to New Zealand of the treaty action.

Nature and timing of the proposed treaty action

1. Negotiations for the treaty concluded at a Special Forum Economic Ministers Meeting in April 2025, held in Tonga. Ministers agreed to the Establishment Agreement text at that meeting.
2. The Establishment Agreement was signed by Prime Minister Luxon in Honiara on 10 September 2025 at the Pacific Islands Forum Leaders Meeting.
3. The Agreement will enter into force when eight countries have ratified it, including Tonga, the host country. At the time of preparation of this National Interest Analysis, Tonga and Nauru have ratified the Agreement.
4. The Agreement is ratified by depositing an instrument of ratification to the Pacific Islands Forum Secretary General, as the Depositary of the Agreement.
5. The Government proposes to complete the binding treaty action in 2026, as soon as practicable proceeding parliamentary treaty examination.

Application to Tokelau

6. The Ministry of Foreign Affairs and Trade has consulted with Tokelau to determine whether New Zealand's ratification of the Agreement should extend to Tokelau.
7. New Zealand has undertaken not to receive benefit under the Pacific Resilience Facility (PRF), and on that basis we consider that extending the application of New Zealand's treaty action to Tokelau would preclude it from also receiving benefit under the PRF.
8. Following consultation with Tokelau, we have advised that it would be preferable **not** to extend the treaty action to Tokelau. This would mean that Tokelau could apply to the PRF Council for Associate Membership in their own right and potentially receive finance.
9. A meeting of Tokelau's General Council in September 2025 accepted this advice.

Reasons for New Zealand becoming Party to the treaty

Background to the Pacific Resilience Facility Agreement

10. The changing climate is expected to create unprecedented economic, social, and environmental challenges, including in the Pacific where, for some countries, it poses an extreme threat. As a global problem, climate change requires global, regional, and country-level solutions.

11. Pacific Island countries combine high exposure to frequent and damaging natural hazards with low capacity to manage the resulting risks. Since 1950, extreme events have affected approximately 9.2 million people in the Pacific region. They have caused around 10,000 reported deaths and damage of around US\$3.2 billion.¹ Vulnerability is exacerbated by socioeconomic factors, which have increased exposure and disaster losses, and by climate change, which is amplifying the magnitude of cyclones, droughts, and flooding.

12. Of the 20 countries with the highest average annual disaster losses scaled by gross domestic product (GDP), eight are Pacific Island countries: Cook Islands, Federated States of Micronesia, Fiji, Marshall Islands, Niue, Solomon Islands, Tonga, and Vanuatu.

13. Grant and concessional climate finance is critical to supporting Pacific countries to build resilience to these worsening climate and natural disaster impacts and to catalysing private sector climate investment. While the multilateral development banks and global climate funds are providing significant levels of financing to support medium- and large-scale projects, financing for smaller-scale projects is often limited. Furthermore, even with the financing available for medium- and large-scale projects, there can often be a financing gap for particular project components.

14. The desire for a Pacific designed, governed, and managed financing facility has strongly guided the decision to establish the PRF. In addition to the above financing constraints, a range of more immediate factors have influenced the Pacific Islands Forum Secretariat (PIFS) in putting forward a proposal for a regional finance facility to members. This includes (i) the challenges Pacific countries have faced in accessing financing from the global funds, creating interest among PIF members for a facility to make climate and disaster grants for climate adaptation more accessible to the Pacific; (ii) a desire by PIFS to have a financing facility as a basis for deepening engagement with new and non-traditional Pacific donors; and (iii) the support PIFS has received from the United Nations (and others) to move forward with the establishment of a facility.

What does the Pacific Resilience Facility Agreement set out to achieve?

15. The Agreement establishes the PRF as a multilateral treaty-level organisation, to be domiciled in Tonga.

16. There are several purposes of the Agreement, which include:²

¹ World Bank. (2012). *Acting today for tomorrow: A policy and practice note for climate- and disaster-resilient development in the Pacific Islands region*. World Bank.

² Pacific Resilience Facility Establishment Agreement, Article 3 (a).

- a. assisting PRF Members to build systemic resilience to the impact of climate change;
- b. providing administratively-efficient, cost-effective, community-centred and nationally-contextualised financing;
- c. strengthening strategic partnerships with key development partners and global climate-change and disaster-risk funding sources;
- d. supporting capacity building and development in resilient-development planning and budgeting; and
- e. to serve as a compelling mechanism for climate change and disaster risk investors to contribute capital in support of climate and disaster resilience.

17. Furthermore, objectives of the Agreement include:³

- a. to reduce and mitigate the adverse impacts of climate change and disasters on persons and communities of the Pacific region;
- b. contributing to secure, stable growth of resilient Pacific communities;
- c. carrying out inclusive and coordinated actions aligned with relevant environmental and social safeguarding standards; and
- d. investing and reinvesting capital and assets in a lean, agile, realistic, sustainable, complementary, additional, and affordable manner.

18. New Zealand has a strong interest in the success of the PRF in strengthening Pacific Island countries resilience to the impacts of climate change. Becoming a member of the PRF, and supporting its timely entry into force and commencement of operations would support New Zealand's strategic development and foreign policy interests, including:

- a. empowering Pacific Island countries to finance Pacific-owned and led solutions to combat the effects of climate change and make sovereign infrastructure related decisions;
- b. supporting Pacific priorities as identified by Pacific leaders;
- c. reinforcing Pacific regionalism through a regionally-owned membership and funding mechanism; and
- d. improving the region's resilience to climate change and decreasing vulnerability to disasters increases regional stability and security.

³ Article 3(b).

Advantages and disadvantages for New Zealand of the treaty entering into force, or not entering into force

19. This section outlines the advantages and disadvantages to New Zealand of the Agreement entering into force for New Zealand. While conferring several advantages for New Zealand, there are few disadvantages in becoming a party to the Agreement.

Advantages of the Agreement entering into force for New Zealand

20. Due to strong support for the Agreement in the Pacific region, the PRF is expected to be the most appropriate mechanism for delivering accessible climate finance in support of Pacific priorities at a community level.

21. It is important that New Zealand, as a trusted partner of the Pacific and as a Forum Member country, supports the region's ambitions and priorities around climate change, which is consistently recognised by Leaders as the greatest challenge they face.

22. The Agreement entering into force in New Zealand will have little practical domestic impact. However, it will confer rights on New Zealand to fully participate in decision-making mechanisms under the Agreement, as we will become a member of the PRF Council once established. This has the key advantage of giving New Zealand a 'seat at the table' to influence how the Agreement is implemented, and how the relationship between the Agreement and other sources of climate finance and development funding evolve.⁴

23. An important decision for New Zealand to influence at the PRF Council is the rights of Associate Members of the Pacific Islands Forum (particularly Tokelau) as Associate Members of the PRF and the extent to which they may be entitled to finance under the facility.

24. These advantages would be fully realised by early ratification of the Agreement. This would give New Zealand an early presence at the PRF Council, where important early decisions (including on Associate Membership) regarding the implementation of the Agreement will be taken. It would allow us to ensure the development of rules of procedure, and other institutional arrangements, align with the Agreement's intended purposes and objectives, New Zealand's interests, and the interests of our Pacific neighbours.

25. Ratification of the Agreement would also be a strong demonstration of New Zealand's ongoing commitment to building the region's resilience. This has the advantage of protecting a number of strategic national interests for New Zealand, as outlined at paragraph 18.

⁴ For example, the Green Climate Fund, and the Fund for Responding to Loss and Damage, as well as Pacific 'bilateral' financing facilities, such as the Fiji Climate Relocation of Communities Trust Fund.

Disadvantages of the Agreement entering into force for New Zealand

26. There are very few disadvantages for New Zealand in ratifying the Agreement.

27. Resource is required to participate in legal co-drafting on the Rules and Procedures under the Agreement. It is important for our confidence in the ongoing feasibility and efficient operation of the PRF that we influence these establishing documents, and ensure they reflect New Zealand's interests.

28. The PRF is currently under-capitalised. After ratification New Zealand will likely face pressure to disburse our pledge of NZ\$20 million, however it could be preferable to delay disbursing until there is greater certainty over the sustainability of the fund and how the facility might operate at a lower capitalisation figure. We can mitigate this risk by disbursing New Zealand's contribution in instalments, rather than a lump sum.

Overall assessment

29. It is to New Zealand's advantage that the Agreement enters into force. It would place New Zealand on the PRF Council, alongside Australia and Pacific Island countries, and ensure New Zealand has an opportunity to influence the implementation of the Agreement. Early ratification and participation would present the greatest opportunity to shape foundational documents and processes in a way that supports New Zealand's interests.

30. These advantages strongly outweigh the disadvantages, which are expected to be minimal. Conversely, should the Agreement enter into force without New Zealand, this is likely to damage New Zealand national interests (paragraph 18) and restrict our ability to influence important decisions.

Legal obligations which would be imposed on New Zealand by the treaty action

31. In accordance with Article 7 of the Agreement, as a PRF Member, New Zealand would be a member of the PRF Council and shall be represented by the Minister responsible for finance unless otherwise delegated. Responsibilities include:
- a. providing leadership, guidance, and strategic direction to, and determining risk tolerance for, the PRF;
 - b. reviewing progress in meeting the PRF's purposes and objectives; and
 - c. considering and making decisions in respect of powers not delegated to the Board and authorising the implementation of those decisions.
32. The PRF Council will meet annually.
33. Article 19 of the Agreement does not allow for Parties to make a reservation upon ratification, requiring New Zealand to accept the Agreement in full.
34. Article 24 provides for a dispute resolution mechanism. If any dispute relating to the Agreement cannot be resolved through negotiation, the dispute will be submitted to the Council Chair for decision by the Council.

Measures which the Government could or should adopt to implement the treaty action

35. New Zealand will not need to pass any implementing legislation to meet the obligations of ratification of the Agreement.

36. In order to ratify the Agreement, New Zealand will need to deposit an instrument of ratification with the Pacific Islands Forum Secretary General, the Depositary of the Agreement.

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Economic, social, cultural, and environmental costs and effects of the treaty action

Economic Costs and Effects

37. The treaty action is unlikely to have any economic impacts on New Zealand. New Zealand's contribution of NZ\$20 million will be funded from Vote Foreign Affairs, International Development Cooperation appropriation.

38. Greater climate resilience in the Pacific region will lead to reduced vulnerability to shocks, such as natural disasters, and may in turn reduce the economic impacts of climate change in the region.

Environmental Costs and Effects

39. The Agreement will support Pacific community-level resilience building efforts, which will have positive environmental effects. Funding provided to Pacific Island countries under the Agreement will equip vulnerable island countries with the tools and processes to conserve their natural environment and mitigate the impacts of climate change.

40. This may have positive flow on effects for New Zealand. For example, resilience of biodiversity in the Pacific marine environment is intricately linked to the health of the marine environment within our own national jurisdiction.

41. There are no environmental costs to the Agreement.

Social and Cultural Costs and Effects

42. There are limited social and cultural effects of New Zealand signing the Agreement.

43. Pacific diaspora living in New Zealand may view New Zealand's participation and contribution to the PRF positively. If the PRF is successful in achieving greater climate resilience through adaptation and mitigation strategies, this would support Pacific Island communities protect their culture.

The costs to New Zealand of compliance with the treaty

44. There are no direct financial costs to New Zealand of complying with the Agreement.
45. New Zealand has pledged NZ\$20 million toward the capitalisation of the facility, funded through the International Development Cooperation programme. Disbursement does not have a legal basis in the Agreement and will not be enforced by ratification.
46. The PRF financial model is a self-sustaining fund, where interest is generated off a capital base. The income will be used to make grants for community-level resilience projects.
47. There is some cost to the required ongoing attendance at PRF Council annual meetings, although these will likely be held at the same time as the Forum Economic Ministers Meeting which New Zealand already attends. The cost and resource required for New Zealand's attendance is covered by the Ministry of Foreign Affairs and Trade's existing departmental funding.
48. New Zealand is not required to pay a membership fee to the PRF.

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Completed or proposed consultation with the community and parties interested in the treaty action

Inter-agency engagement

49. The Treasury has been consulted on this National Interest Analysis and agrees. The Department of the Prime Minister and Cabinet has been informed.

50. The Ministry for Regulation has confirmed that the Agreement does not present any domestic legislative change obligations and therefore does not trigger the requirement for a Regulatory Impact Analysis.

Stakeholder engagement

51. The PRF has been through a long development process and there has been various forms of outreach and consultation since the PRF was first endorsed at the 50th Pacific Islands Forum in Tuvalu in August 2019.

52. This outreach and consultation led to the endorsement of the PRF by the 2023 Forum Economic Ministers Meeting, Leaders endorsement of the *Declaration on the Establishment of the Pacific Resilience Facility* at the 52nd Leaders meeting in the Cook Islands, and most recently the Agreement signing by 15 Pacific Leaders at the 54th Leaders meeting in Honiara in September 2025.

53. Domestic community engagement on the treaty action has not been undertaken as the PRF will not operate in New Zealand.

Subsequent annexes or amendments to the treaty and their likely impacts

Amendments

54. The Agreement provides that any Party may propose an amendment to the Agreement, which shall be adopted unanimously.

55. Amendments will enter into force three months after the formal communication from the Depository and the receipt of an instrument of acceptance from each of the parties.⁵

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⁵ Article 20.

Withdrawal or Cessation of Membership

56. Any party may withdraw from the Agreement by written notification, which will be effective from the date of receipt of the notice by the PRF Council.

57. A PRF Member shall cease to be a member of the PRF:⁶

- a. if it withdraws from the Agreement;
- b. if it ceases to be a member of the Pacific Islands Forum;
- c. when the PRF is dissolved; or
- d. if the Council so decides.

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⁶ Article 22.