# Small-Scale Funding Agreement

This Small Scale Funding Agreement (SSFA)and its annexes (hereinafter referred to as “Agreement”) is made on …………...of…………2019.

Between:

United Nations Environment Programme (hereinafter referred to as “UN Environment” having its office at P. O. Box 30552-00100, Nairobi Kenya and represented by its Ecosystems Division, an international inter-governmental organisation established by the General Assembly of the United Nations.

and

The Institute of Marine Sciences (hereinafter referred to as “IMS”) was established in 1978 with the mandate to conduct research and offer postgraduate and undergraduate training and consultancy services in all aspects of marine sciences. Located along Mizingani Road, P.O Box 668, Zanzibar, Tanzania.

UN Environment agrees to co-operate with IMS with respect to the project entitled *“The Western Indian Ocean Large Marine Ecosystems Strategic Action Programme Policy Harmonisation and Institutional Reforms (WIO LME* *SAPPHIRE)”*. The SAPPHIRE project is implemented by UNDP and executed by the Nairobi Convention Secretariat with the funding from the Global Environmental Facility (GEF). The project aims to support and assist the appropriate and formally mandated government institutions and intergovernmental bodies in the region to implement related activities in order to deliver the SAP and to ensure sustainability of efforts and actions toward long-term management of WIO LMEs as well as the sustainability of associated institutional arrangements and partnerships. The project will benefit Governments of Comoros, Kenya, Madagascar, Mauritius, Mozambique, Seychelles, Somalia, South Africa and Tanzania.

Annexes to this Agreement, including the attached Implementation Plan (project proposal) (Annex-A) and Budget (Annex-B) are part of this agreement.

1. **Project objectives to which the small-scale funding contributes:**

This agreement serves to support the implementation of the project’s overall objective to achieve effective long-term ecosystem management in the Western Indian Ocean LMEs in line with the SAP as endorsed by the participating countries with the support of partnerships at national and regional levels. The objective will be achieved through:

1. Supporting policy harmonization and management reforms towards improved ocean governance
2. Community engagement and empowerment in sustainable resources management
3. Private sector/industry commitment to transformations in their operations and management practices
4. Delivering best practices and lessons through innovative ocean governance demonstration
5. Capacity development to realise improved ocean governance in the WIO region

The project contributes to UNEPs Programme of Work on “Ecosystem management” Sub-programme 3 - expected accomplishments 3(a), (b), and (c) with the aim to contribute to countries increasingly being able to practice integrated management of terrestrial and freshwater ecosystems and mainstreaming cross-sectoral and integrated ecosystem management principles in their development and planning processes (Expected outcome (a) and expected accomplishment (b). Services and benefits derived from ecosystems will be increasingly integrated into national development planning and accounting (expected accomplishment.

1. **The funds from these small-scale funding will be used by IMS to carry out oceanographic research to determining the influence of oceanographic factors on the timing and location of spawning of tuna and tuna-like species in the Tanzanian waters (on the northern marine Tanzania waters). These will be achieved through the following activities:**
2. Analysis and Synthesis of oceanographic data from previous cruises (Agulhas II cruise data)
3. Undertake 4-month research each during the NE and SE monsoon periods on the critical habitats of the seascape between Tanzania Mainland and the Zanzibar islands
4. Drafting peer reviewed scientific publications on mainstreaming of oceanographic data in management
5. Drafting policy brief on mainstreaming of oceanographic data
6. Presentation of a report on lessons and experiences in the oceanographic data collection at national level
7. Update the SAPPHIRE Project Coordination Unit (PCU) on progress of project implementation at institutional level
8. **Expected outcomes/outputs to be achieved:**

**Outcome:** Oceanographic database for policy harmonization and management reforms in sustainable management of Large Marine Ecosystem Management and improved ocean governance

**Outputs:**

1. Oceanographic database created for improved governance of coastal and marine resources
2. Scientific publications on mainstreaming of oceanographic data in management of coastal and marine ecosystems
3. Policy brief on mainstreaming of oceanographic data in management of coastal and marine ecosystems
4. Scientifically informed policy harmonisation and resource management reforms
5. Report on lessons and experiences in the oceanographic data collection at national level
6. Project progress reports submitted to the SAPPHIRE PCU

Starting and ending dates for implementation of the activities

Start date: Date of the last signature to this agreement

End date: Not later than 30th August 2021

1. UN Environment shall provide IMS with funds up to a maximum amount of USD $150,000 (One hundred and fifty thousand United States Dollars)**.** The resources provided by UN Environment will only be used by IMS in pursuit of the project/programme objectives and for the activities to achieve the results as agreed to in 1 – 3 above. Funds will be made available in *three* instalments as indicated below and upon receipt of a payment request in *United States Dollars equivalent****,*** as follows:

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| --- | --- |
| **Schedule of payments** | **Amount** |
| To be paid upon signature of this agreement by both parties | 75,000 |
| 30th March 2020 | 67,500 |
| To be paid upon receipt of final narrative and financial report not later than 31st August 2021 | 7,500 |

1. The funds shall be deposited in:

|  |  |
| --- | --- |
| **Bank Name and Address** | **Wire Instructions** |
| **PEOPLE’S BANK OF ZANZIBAR**  **P.O. BOX 1173**  **ZANZIBAR - TANZANIA** | **Branch Code:**  **Swift Code:** **PBZATZTZ** |
| **Account Title and Number** | **Signatories**   1. **Dr M S. Kyewalyanga** 2. **Dr. M. M. Mangora** 3. **Dr. M. S. P. Mtolera** 4. **Ms. A. Sabour** |
| **Account name**: **INSTITUTE OF MARINE SCIENCES - ZANZIBAR**    **Account number:** **US $ ACCOUNT No. 0400726000**  **CORRESPONDENT BANK:**  **CITI BANK N.A.**  **16TH FLOOR ZONE**  **111 WALL STREET**  **NEW YORK N.Y. 10043 USA.**  **US DOLLAR A/C 36001291**  **SWIFT CODE No. CITIUS33.** |  |

**6.** Within one month upon expiry of this Agreement, IMS shall refund to UN Environment any unspent balance of the above funds.

**7.** UN Environment and IMS will cooperate to monitor the progress of this project/programme. IMS shall submit to UN Environment, substantive progress reports; financial reports and a final report at or near the given dates below:

|  |  |
| --- | --- |
| **Reports** | **Due Date** |
| * Interim Progress report | 31st January 2020 |
| * Interim Financial report | 14th February 2020 |
| * Interim Progress report | 15th November 2020 |
| * Interim Financial report | 30th November 2020 |
| * Final narrative report | 30th June 2021 |
| * Financial report | 31th August 2021 |

**8.a**. IMS shall submit financial statements on the use of funds provided, as per UN Environment’s required format and within the agreed timeframe.

**8. b.** IMS shall keep accurate and up-to-date records and documents in respect of all expenditures incurred with the funds made available by UN Environment under this Agreement, to ensure that all expenditures are in conformity with the provisions of this Agreements and its annexes thereto.

**8. c.** Upon completion of the Project/or Termination of this Agreement, IMS shall maintain the records for a period of at least 3 years unless otherwise agreed upon between the Parties.

**8. d.** UN Environment has the right, at its own expense, to have the records of IMS related to this cooperation reviewed and audited.

**9. a.** IMS shall consult with UN Environment regarding Intellectual Property Rights.

**9. b.** IMS shall only use the UN Environment name, logo and emblem in connection with the Project with the prior written consent of UN Environment.

**9. c.** In no event will authorization of the UN Environment name or emblem, or any abbreviation thereof, be granted for commercial purposes.

**10.** This agreement can only be changed through an agreed modification in writing.

**11.** Either party may terminate this Agreement upon serving a written notice to the other party at least 3 months prior to such termination.

**12.** IMS shall comply with all the above mentioned provisions and agrees that UN Environment reserves the right to withhold any payment due to IMS’s non-compliance with any of the provisions mentioned hereinabove.

**13.** Any dispute arising out of or in connection with this Agreement shall be settled amicably between UN Environment and IMS. Should attempts at amicable negotiation fail, any such dispute shall, upon request by either party, be referred to arbitration in accordance with the UN CITRAL arbitration rules. The parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

**14.** This Agreement shall enter into force upon signature by the all Parties and shall remain valid for a period of up to twelve (12) months***,*** unless terminated earlier pursuant to clause 11 above.

**15.** The Parties shall carry out their respective responsibilities in accordance with the provisions of the Agreement. The Parties shall determine and communicate to each other with their respective focal points, having the responsibility for the Project implementation on its behalf.

**16. a.** IMS shall be solely and completely responsible and accountable for all services performed by its personnel, agents, employees, or contractors (hereinafter referred to as “Personnel”).

**16. b.** IMS shall be considered as having the legal status of an independent contractor. Personnel of IMS, its contractors or anyone else working for IMS in the execution of the Project or otherwise, are not employees of UN Environment and are not covered by the privileges and immunities applying to UN Environment and its staff pursuant to the Convention on the Privileges and Immunities of the United Nations. UN Environment shall not accept any liability for claims arising out of the activities performed under the Agreement, or any claims for death, bodily injury, disability, damage to property or other hazards that may be suffered by IMS’s Personnel as a result of their work pertaining to the activities under this Agreement.

**16. c.** IMS shall ensure that its personnel meet the highest standards of qualification, technical and professional competence necessary for the achievement of the objectives and results of the Project, and that decisions on employment related to the Project shall be free of discrimination of any nature. IMS shall ensure that all personnel are free from any conflicts of interest relating to the Project activities.

**17. a.** IMS shall not seek nor accept instructions regarding the activities under the present Agreement from any Government or other authority external to UN Environment.

**17. b.** IMS shall refrain from any conduct that would adversely reflect on the United Nations and shall not engage in any activity which is incompatible with the aims and objectives of the United Nations or the mandate of UN Environment.

**18.** Nothing in or relating to this Agreement shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations and UN Environment.

**19.** This Agreement or its Annexes may be modified or amended only by written agreement between the Parties.

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| **For** United Nations Environment Programme | | **For** Institute of Marine Sciences | |
| By: | **Susan Gardner** | By: | **Dr. M. S. Kyewalyanga** |
| Title: | Director,  Ecosystems Division | Title: | Director, Institute of Marine Sciences |
| Date: | | Date: | |