

OAK FOUNDATION

Christian Salazar Volkmann
Resident Representative
United Nations Development Programme
3rd Floor Lawrence Nicholas Building Complex
South Ring Road
Belmopan,
Belize C.A.

Geneva, 4 February 2016

Dear Mr. Volkmann,

Re: Oak Foundation Grant Number: OCAV-15-594

We are pleased to inform you that Oak Foundation has approved a grant of USD 500,000 for the project: "UNDP Re-granting Partnership Phase II; Towards Sustainable Management of Belize's Seascape".

Hereunder are the terms that apply to the grant:

- a) Grant funds may be expended during the period January 2016 – December 2018 based upon the attached Addendum, Payment Schedule and Budget, and subject to the terms this grant is made under being met. Disbursement of grant funds will follow the attached Payment Schedule and Budget, and upon receipt of proof that any specific grant letter conditions for each payment have been met. Any subsequent scheduled payments require that Oak Foundation is satisfied with the progress your organisation has made at that time in reaching the expected objectives of this project and subject to the outlook of those objectives being met in the future. In the exceptional event that Oak Foundation is not satisfied with progress towards expected objectives it will discuss with UNDP and agree together upon ways to improve reaching the goals of the grant and ensure the success of this collaboration. Additionally, these payments will only be made once Oak has received the annual narrative and financial reporting as described in c) hereunder, as well as a demonstration by you that the previous funds received from our organisation have been, or shortly will be, exhausted.
- b) Please note that in making this grant, Oak Foundation is making no commitment, implied or otherwise, to renew this grant at the end of the current grant period.
- c) Financial and narrative reporting on the use of these funds is required annually during the life of the grant with a final report due ninety days after the end of the grant. Please ensure that you complete Oak's Grant Progress Report form that you can obtain from your Oak Foundation contact (see d) below) as you are required to submit the complete report electronically. In addition and during the full grant period, half-yearly telephone conversations are to be held between your organisation and Oak Foundation in order to

apprise us of the successes and shortfalls that have occurred in the relevant six-month period.

- d) Correspondence, reports, and all other matters pertaining to this grant should be addressed to Imani Fairweather-Morrison (imani@oakind.org), Programme Officer for the Environment programme, at:

Oak Foundation Belize
P.O. Box 1161
1216 Blue Marlin Boulevard,
Belize City
Belize

Direct Telephone: +501 223 5814

- e) Grant funds may only be expended or committed for the purposes and for the time period stated in this letter and the documents referenced above, and it is understood that these grant funds will be used for such purposes only. Any reallocations between budget cost categories of more than 10%, and any amendment to the duration of the grant, must be approved, in advance, in writing by Oak Foundation.
- f) Grant funds will be received, administered, expended and reported on by UNDP in accordance with its rules, regulations, procedures and administrative practices including those relating to interest and indirect programme support costs. The funds will be subject exclusively to the internal and external audit procedures applicable to UNDP. Programmes supported by grant funds will be implemented exclusively in accordance with UNDP's rules, regulations, procedures, practices and administrative instructions and directives for programme implementation, including those relating to intellectual property, monitoring, evaluation and oversight, and within the framework of UNDP's Programme of Cooperation with the relevant Host Government. Oak may at its own cost have the programmatic work evaluated by consultants of its choice and UNDP agrees to fully cooperate in such evaluation, in so far as the evaluation does not conflict with the internal and external audit procedures pertaining to the books and records of UNDP.
- g) With respect to UNDP programme materials for programmes that are supported by Oak's contributions pursuant to this Agreement, the Parties acknowledge that, in accordance with UNDP's rules, regulations, policies and procedures, all intellectual property and other proprietary rights in all such materials, including but not limited to written and printed material, video and audio material and other materials, prepared, collected or developed in consequence or in the course of the implementation of the UNDP programmes will belong to UNDP. UNDP will agree to free public dissemination by Oak, for non-commercial purposes, of materials (in particular research and findings from projects when available) where it is agreed that such use would serve the overall interests of the Parties.
- h) If grant funds are not expended, or committed for the purposes of this grant, during the time periods agreed UNDP and Oak Foundation will discuss possible alternative uses for

such funds. Oak Foundation may request, and UNDP will return, any unexpended and uncommitted funds following such discussions.

- i) Oak Foundation and UNDP may wish to include information on this grant in its own periodic public reports and other public information regarding the grant. The parties will work together to ensure public messaging associated with the grant is jointly acceptable prior to release. Each party will only use the other party's name, emblem or logo with the other party's prior written approval. Each party may include a reference to the funding received/provided under this agreement in its annual reports and, after consultation with the other party, on its websites.
- j) Oak Foundation may wish to make on-site visits from time to time as may be agreed between the organisations.
- k) UNDP is an international intergovernmental organization established by the General Assembly of the United Nations pursuant to resolution 57 (1) of 11 December 1946 as a subsidiary organ of the United Nations. Nothing in or relating to this letter agreement will be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations and its subsidiary organs, including UNDP.
- l) Neither party has the authority to make decisions for or enter into obligations on behalf of the other party.
- m) The parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of, or relating to this agreement or the breach, termination or invalidity thereof. Where the parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with UNCITRAL Conciliation Rules then obtaining, or according to such procedure as may be agreed between parties.
- n) Any dispute, controversy or claim between Parties arising out of or relating to this agreement or the breach, termination or invalidity thereof, unless settled amicably under the preceding paragraph within (60) sixty days after receipt by one Party of the other Party's request for such amicable settlement, shall be referred by either party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The tribunal shall have no authority to award punitive damages. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication or any such controversy, claim or dispute.

If this letter and its attachments correctly set forth your understanding of the terms of this grant, we kindly request that you indicate your organisation's agreement to such terms by having the attached copy of this letter signed by an appropriate officer and returning it to the Grants Administration Team, at the Oak Philanthropy Ltd, Geneva office.

When corresponding with the Foundation concerning this grant, please use the Oak Foundation reference number noted at the beginning of this grant letter. On behalf of the Foundation, may we extend our every good wish for the success of this endeavour.

Yours truly,

A handwritten signature in blue ink, appearing to read "Gary C Goodman". The signature is fluid and cursive, with the first name "Gary" being more prominent.


Gary C Goodman
Secretary, Oak Foundation

A handwritten signature in blue ink, appearing to read "Leonardo Lacerda". The signature is fluid and cursive, with the first name "Leonardo" being more prominent.

Leonardo Lacerda
Director, Environment Programme

Grant Nr: OCAV-15-594

Accepted and agreed:

By: 
Mr. Christian Salazar Volkmann
Title: Resident Representative, UNDP
Date: 21-03-16



In order to permit the transfer of funds, please provide verified information regarding your organisation's banking details as follows:

Name of Bank: Citibank N.A.
Bank Postal Address: 111 Wall Street
New York, NY 10043
Beneficiary Account Name*: UNDP Contributions Account
Beneficiary Account Number*: 36349562
IBAN (EU & where available):
Sort Code: (UK)
BIC/SWIFT (all countries)*: CITIUS33
ABA Number (USA): ABA/ACH Routing Number :021000089

**This information is now required for all countries including the USA*

<u>Schedule of Payments</u>	<u>Amount</u>
15th April 2016	USD 195,768.00
15th April 2017	USD 197,918.00
15th April 2018	USD 106,311.00

The Donor will inform UNDP when the Contribution is paid via an e-mail message with remittance information to contributions@undp.org, providing the following information: donor's name, UNDP Country Office, (Project 00094261, and UNDP/OAK Re-Granting Partnership Phase 2). This information should also be included in the bank remittance advice when funds are remitted to UNDP.

**We recommend that you check this information carefully
with your bank as errors can cause significant delays
and incur avoidable costs.**

**Once you have completed and signed this page, please ensure that you
return every page of this letter to Oak Foundation.**

Payment and Budget Schedule

2014-2015

Grant No: OCAY-15-594

Description	Year 1		Year 2		Year 3		Total Project	
	Project	Oak	Project	Oak	Project	Oak	Project	Oak
Personnel salaries and related costs	104,981	26,507	104,981	26,507	104,981		314,943	53,014
Consultants and other contracted services					10,000	10,000	10,000	10,000
Travel and conferences	6,168	3,500	6,168	3,500	6,169	3,000	18,505	10,000
Equipment and capital expenditure	510	510	2,860	2,500	360		3,730	3,010
Other direct costs (Re-granting)	314,050	150,750	314,050	150,750	184,050	85,750	812,150	387,250
Indirect overhead (GMS 8%) subject to change	14,501	14,501	14,661	14,661	7,564	7,564	36,726	36,726
Total Project	440,210	195,768	442,720	197,918	313,124	106,314	1,196,054	500,000

Addendum to the Grant Letter

Grant Nr: OCAY-15-594

Specific project objectives and expected results:

Specific grant letter conditions:

This grant is made on conditions that:

- A representative of the Oak Foundation remains on GEF SGP National Steering Committee, to participate in the process for selecting and awarding grants under this initiative.
- GEF SGP will match Oak funds dollar for dollar and the combined amount will be used to support coastal and marine conservation related initiatives only.
- Oak's no objection is obtained on the terms of reference, and consultant identified for undertaking the end of project evaluation.

Specific project objectives and expected results:

Objective #1: *To support the creation of national environmental benefits and safeguard the Belize Barrier Reef Reserve System World Heritage Site by partnering with Civil Society Organizations to implement community-driven projects through a Community Landscape and Seascape Approach.*

Results or Outcomes:

Community Landscape and Seascape Conservation Outcomes:

- Improved conservation, sustainable use, and management of important coastal marine ecosystems through the implementation of community based adaptive *landscape/seascape management strategies* that address social, economic and environmental sustainability, and build resilience.
- The creation of local sustainable development and global environmental benefits that underpins effective landscape/seascape management as a result of impactful community interventions.

Climate Smart Innovative Agro-ecology Outcome:

- Agro-ecology practices incorporating measures to reduce CO2 emissions and enhance resilience to climate change are tried and tested in protected area buffer zones and forest corridors and disseminated widely.

Low Carbon Energy Access Co-benefits Outcome:

- Low carbon community energy access solutions successfully implemented, aligned

and integrated within larger frameworks such as global Sustainable Energy for All (SE4All) initiative.

Objective #2: *To build the institutional capacity of Civil Society Organizations by providing routine on the ground mentorship and support aimed at strengthening partnerships and resources management in coastal communities.*

Results or Outcomes:

- Improved institutional capacity in Civil Society Organizations in the areas of: financial management, project management, managerial oversight, human resources management and donor engagements among others.
- The bridging of local, national, global linkages and the expansion of GEFSGP *Grantee Partners Network* committed to sustainable development.
- A fully functioning Donor Coordination Group convened by UNDP.

Evaluation Method: According to the grantee, the impact of the project will be evaluated by applying UNDP strategies. At the global level, UNDP/GEF SGP will contract a Monitoring and Evaluation Specialist to lead the development and implementation of an improved Monitoring and Evaluation Framework for all its GEF SGP Programmes.

The project will also benefit from GEF SGP on-going monitoring and evaluation process guided by GEF SGP staff, its Local Consultative Body (LCB) and the National Steering Committee (NSC). Aspects of GEF SGP monitoring process also requires the development of a resourced Monitoring and Evaluation plan and results framework matrix. While, quarterly Project Review Meetings are held by the Project Steering Committee established for each project and a midterm review is conduct for each project, and tools for risk management will be employed as part of the project's ongoing monitoring efforts. Additionally, at the end of the project, an independent evaluation will be commissioned to determine the level of success of the community level interventions and their contributions to the achievement of GEF SGP and Oak Foundation goals.

