

**GRANT AGREEMENT**  
(Micro-Capital Grant Agreement)  
**For Non-Credit Related  
Activities**

## A. MICRO-CAPITAL GRANT AGREEMENT

### MICRO-CAPITAL GRANT AGREEMENT BETWEEN THE UNDP AND CONSERVATION INTERNATIONAL FOUNDATION FOR THE PROVISION OF GRANT FUNDS

Micro-Capital Agreement (hereinafter referred to as the "Agreement") made between the UNDP and the Recipient Institution **Conservation International Foundation**.

WHEREAS Fiji Government, Ministry of Waterways and Environment (hereinafter referred to as "the Implementing Partner") has been requested by the United Nations Development Programme ("UNDP") to manage the project defined in the project document; project number 00091748 and with project title "Fiji Ridge to Reef" (hereinafter referred to as "the Project"), implemented at the request of the Government of Fiji.

WHEREAS the Implementing Partner, Ministry of Waterways and Environment, and UNDP desire to provide funding to the **Conservation International Foundation** in the context of the Project and on the terms and conditions hereinafter set forth, and

WHEREAS **Conservation International Foundation** is ready and willing to accept such funds from the Implementing Partner, Ministry of Waterways and Environment, and UNDP through the administration of UNDP for the activities described herein on the said terms and conditions.

NOW, therefore, the parties hereto agree as follows:

#### I. Responsibilities of the Recipient Institution

1.1 **Conservation International Foundation** agrees to: 1) Undertake the activities described in its **Workplan** and **Budget** (attached as Annex 2), and any updates thereto; 2) Provide quarterly reports to UNDP; and 3) Provide Annual Audited Financial Statements (Income statement and Balance Sheets). In projects where a technical contractor is providing assistance to the **Conservation International Foundation**, the contractor shall be responsible for verifying the accuracy of these reports/statements. Funds provided pursuant to this Agreement shall be used for purposes related to producing results specified in its annual performance targets [Section C].

1.2 **The Conservation International Foundation** agrees to reach the performance targets contained in Section C. If **Conservation International Foundation** fails to meet its responsibilities outlined in article 1.1, or to attain at least 70% of any one performance target for any given year, then this will be considered grounds for the Implementing Partner to suspend any further micro-capital grant support. The suspension shall remain in effect until **Conservation International Foundation** has achieved the target. In projects with a technical assistance contractor, the contractor may, at its discretion, continue to provide technical assistance to **Conservation International Foundation** during this suspension period.

1.3 **Conservation International Foundation** agrees to inform UNDP about any problems it may face in attaining the objectives agreed upon.

#### II. Duration

2.1 This Agreement will come into effect on **1 February 2019** and shall expire on **31 March 2019**, covering the anticipated term of the project. It can be extended, if necessary by exchange of letters, noting the new expiration date.

#### III. Payments

3.1 UNDP shall provide funds to **Conservation International Foundation** in an amount up to **USD 31,598 Dollars only** according to the schedule of the project budget set out below. Payments are

subject to **Conservation International Foundation** meeting the outputs as specified in the Performance Targets [Section C].

**USD 31,598** upon signature of this Agreement.

3.2 All payments shall be deposited into the **Conservation International Foundation** bank account of which the details are as follows:

**NAME OF THE BANK:** Bank of America  
**BANK ROUTING NUMBER:** SWIFT Code: BOFAUS3N  
**BENEFICIARY ACCOUNT NAME:** Conservation International Foundation  
**BENEFICIARY ACCOUNT NUMBER:** 00-19-228-34913  
**BANK TRANSIT NUMBER:** 0260-0959-3 (wire)  
**ADDRESS OF THE BANK:** 730 15th Street, N.W., Washington, D.C. 20005

3.3 The amount of payment of such funds is not subject to any adjustment or revision because of price or currency fluctuations or the actual costs incurred by the **Conservation International Foundation** in the performance of the activities under this Agreement.

#### **IV. Records, Information and Reports**

- 4.1 **Conservation International Foundation** shall maintain clear, accurate and complete records in respect of the funds received under this Agreement.
- 4.2 **Conservation International Foundation** shall furnish, compile and make available at all times to UNDP any records or information, oral or written, which UNDP may reasonably request in respect of the funds received by **Conservation International Foundation**.
- 4.3 Within sixty days after completion of project activities, **Conservation International Foundation** shall provide UNDP with a final report with respect to all expenditures made from such funds (including salaries, travel and supplies) and indicating the progress made toward the goals of the activities undertaken, utilizing the reporting format contained in Annex I.
- 4.4 All further correspondence regarding the implementation of this Agreement should be addressed to:

For the **Fiji Government:**  
**Joshua Wycliffe**  
**Acting Permanent Secretary**  
**Ministry of Waterways and Environment**  
**Fiji Football Association House**  
**4 Gladstone Road, Suva, Suva Fiji.**

For the **UNDP:**  
**Kevin Petrini**  
**Team Leader – Resilience and Sustainable Development Unit**  
**UNDP Pacific Office in Fiji**

For **Conservation International Foundation**  
**Susan Tuisese**  
**Country Director, Conservation International Fiji**  
**3 Ma'afu Street, Suva, Fiji.**

V. General Provisions

5.1 This Agreement and the Annexes attached hereto shall form the entire Agreement between **Conservation International Foundation** and the UNDP, superseding the contents of any other negotiations and/or agreements, whether oral or in writing, pertaining to the subject of this Agreement.

5.2 **Conservation International Foundation** shall carry out all activities described in its Workplan with due diligence and efficiency. Subject to the express terms of this Agreement, it is understood that the **Conservation International Foundation** shall have exclusive control over the administration and implementation of the activities referred to above in paragraph 1.1 and that the Implementing Partner and UNDP shall not interfere in the exercise of such control. However, both the qualities of work and the progress being made toward successfully achieving the goals of such activities shall be subject to review by UNDP. If at any time the UNDP is not satisfied with the quality of work or the progress being made toward achieving such goals, UNDP may: (i) withhold payment of funds until in its opinion the situation has been corrected; or (ii) declare this Agreement terminated by written notice to the **Conservation International Foundation** as described in paragraph 5.7 below; and/or seek any other remedy as may be necessary. UNDP's determination as to the quality of work being performed and the progress being made toward such goals shall be final and shall be binding and conclusive upon the **Conservation International Foundation** insofar as further payments are concerned.

5.3 The Implementing Partner and UNDP undertakes no responsibilities in respect of life, health, accident, travel or any other insurance coverage for any person which may be necessary or desirable for the purpose of this Agreement or for any personnel undertaking activities under this Agreement. Such responsibilities shall be borne by **Conservation International Foundation**.

5.4 The rights and obligations of **Conservation International Foundation** are limited to the terms and conditions of this Agreement. Accordingly, **Conservation International Foundation** and personnel performing services on its behalf shall not be entitled to any benefit, payment, compensation or entitlement except as expressly provided in this Agreement.

5.5 **Conservation International Foundation** shall be solely liable for claims by third parties arising from **Conservation International Foundation** acts or omissions in the course of performing this Agreement and under no circumstances shall The Implementing Partner and UNDP be held liable for such claims by third parties.

5.6 Assets (Equipment) supplied by UNDP funds to **Conservation International Foundation** shall be the property of UNDP until the end of the project, at which time UNDP shall determine the best use of these assets. In cases where the **Conservation International Foundation** has met its responsibilities under this agreement, and handover of the asset would contribute to the sustainability of activities, UNDP would normally handover these assets to the **Conservation International Foundation**. The assets shall be used for the purpose indicated in the Workplan throughout the period of this Agreement.

5.7 This Agreement may be terminated by either party before completion of the Agreement by giving thirty (30) days written notice to the other party, and the **Conservation International Foundation** shall promptly return any unutilized funds to UNDP as per paragraph 5.6 above.

5.8 The **Conservation International Foundation** acknowledges that the Implementing Partner and UNDP and its representatives have made no actual or implied promise of funding except for the amounts specified by this particular tranches Agreement. Although project related documents may indicate a total amount of funds that could be available for this **Conservation International Foundation**, actual disbursements will be based upon the **Conservation International Foundation** meeting performance targets. If any of the funds are returned to UNDP or if this Agreement is rescinded, **Conservation International Foundation** acknowledges that UNDP will have no further obligation to **Conservation International Foundation** as a result of such return or rescission.

5.9 No modification of or change to this Agreement, waiver of any of its provisions or additional contractual provisions shall be valid or enforceable unless previously approved in writing by the parties to

this Agreement or their duly authorized representatives in the form of an amendment to this Agreement duly signed by the parties hereto.

5.10 Any controversy or claim arising out of, or in accordance with this Agreement or any breach thereof, shall unless it is settled by direct negotiation, be settled in accordance with the UNCITRAL Arbitration Rules as at present in force. Where, in the course of such direct negotiation referred to above, the parties wish to seek an amicable settlement of such dispute, controversy or claim by conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules as at present in force.

The parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy or claim.

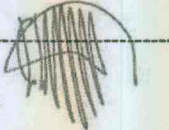
5.11 Nothing in or relating to this Agreement shall be deemed a waiver of any privileges and immunities of the United Nations, or UNDP.

IN WITNESS WHEREOF, the undersigned, duly appointed representatives of UNDP and **Conservation International Foundation**, respectively, have on behalf of UNDP and **Conservation International Foundation** signed the present Agreement on the dates indicated below their respective signatures.

On behalf of UNDP Pacific Office in Fiji:

On behalf of Conservation International Foundation:

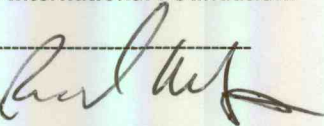
NC  
Name: Bakhodir Burkhanov



Title: UNDP Resident Representative (a.i.)

Date: 06/2/2019

Name: Richard Jeong



Title: SVP Asia-Pacific Field Division

Date: 08/02/2019

**B. BUDGET**

**TO BE PREPARED BY THE RECIPIENT INSTITUTION. THIS BUDGET WILL BE SUBMITTED TO THE STEERING COMMITTEE FOR APPROVAL**

**PROJECT BUDGET OF Conservation International Foundation**

Project Number: 00091748

Date: 1 February 2019

Project Title:

**Implementing a Ridge to Reef approach to Preserve Ecosystem Services, Sequester Carbon, Improve Climate Resilience and Sustain Livelihoods in Fiji**

Name of the RECIPIENT INSTITUTION: **Conservation International Foundation**

Total Amount of Funds under the Agreement: **USD 31,598** upon signature of this Agreement.

**PROJECT BUDGET (in USD)**

**PERIOD COVERING FROM 1 February 2019 TO 31 March 2019**

<b>General Category of Expenditures</b>	<b>Tranche 1</b>	<b>TOTAL</b>
Personnel including FNPF, Training levy, workers Comp Insurances and allowances	\$ 18,620.50	\$ 18,620.50
Transportation- vehicles, fuel insurances, servicing and Tyres – casual hires etc.	\$ 1,705.84	\$ 1,705.84
Premises - Ba Accommodation	\$ 2,704.98	\$ 2,704.98
Training/Seminar/Workshops, etc.	\$ 3,411.68	\$ 3,411.68
Other - Shared Offices Costs	\$ 2,282.50	\$ 2,282.50
Miscellaneous - Indirect Costs including Administration- Peer Review 10%	\$ 2,872.55	\$ 2,872.55
<b>TOTAL</b>	<b>\$ 31,598.05</b>	<b>\$ 31,598.05</b>

\* Please note that all budget Lines are for costs related only to project activities.

\*\* These budget categories and number of tranches are suggested guidelines. The Recipient may choose alternates which more accurately reflect their expense items and needs.

*Handwritten initials: A and MC*

**C. RECIPIENT INSTITUTION Performance Targets**

NAME OF RECIPIENT INSTITUTION: **Conservation International Foundation**

PERFORMANCE TARGETS	BASELINE	2 Months	
		Proposed	Actual
<p><b>1.1.1.10</b> Undertake negotiations with Noiboro mataqali (Yavusa Noiboro; Vunamoli), involving R2R/DoE, FPL,TLTB,TAB and NTF, to confirm interest expressed during PPG and discuss options to proceed with new terrestrial Protected Area in upper Tuva catchment (Year 1)</p>	0	Site visits conducted with the Nadroga and Ba Provincial Office and PMU	(This will be filled in after the first 3 months of actual work on the ground)
	0	Planning Meeting in conducted in Sigatoka during first month of implementation	(Please refer above)
	0	Endorsement to engage with communities under the project is secured from the Nadroga Provincial Council (at Provincial Council Meeting in November)	(Please refer above)
	0	Endorsement to engage with communities under the project is secured from the Ba Provincial Council	(Please refer above)
		Endorsement to engage with communities under the project is secured from the Districts	(Please refer above)
	0	Village baseline scoping exercise conducted in Noiboro mataqali	(Please refer above)
<p><b>2.1.1.28</b> Land Use Planning Unit of DoA with DoF and landowners (especially in Vunamoli and Uto villages) to identify and map the highest priority sites for reforestation and restoration, including especially riparian zones (subject to regular flooding), a buffer zone around the planned protected area and areas contributing to greatest soil erosion (viz. cleared steep areas with erodible soil types in Upper Tuva catchment, including landslips in pine planted areas).</p>	0	Land use capability mapping of Tuva Catchment	(Please refer above)

Activities		Detailed Approach	2019	
			Feb	Mar
<p><b>1.1.1.10</b> Undertake negotiations with Noiboro mataqali (Yavusa Noiboro; Vunamoli), involving R2R/DoE, FPL,TLTB,TAB and NTF, to confirm interest expressed during PPG and discuss options to proceed with new terrestrial Protected Area in upper Tuva catchment (Year 1)</p>	<p>Undertake negotiations with Noiboro mataqali (Yavusa Noiboro; Vunamoli), involving R2R/DoE, FPL,TLTB,TAB and NTF, to confirm interest expressed during PPG s options to proceed with new terrestrial Protected Area in upper Tuva catchment (Year 1)</p>	Initial site visit in partnership with the Nadroga and Ba Provincial Office and PMU (1 week)		
		Planning Meeting in Sigatoka (stakeholders meeting in Tuva to review three year workplan)		
		Secure endorsement from the Nadroga Provincial Council (at Provincial Council Meeting in November)		
		Secure endorsement from the Ba Provincial Council		
		Secure endorsement from the Districts		
		Village scoping exercise to understand traditional structures in Noiboro mataqali		
<p><b>2.1.1.28</b> Land Use Planning Unit of DoA with DoF and landowners (especially in Vunamoli and Uto villages) to identify and map the highest priority sites for reforestation and restoration, including especially riparian zones (subject to regular flooding), a buffer zone around the planned protected area and areas contributing to greatest soil erosion (viz. cleared steep areas with erodible soil types in Upper Tuva catchment, including landslips in pine planted areas).</p>	<p>Land Use Planning Unit of DoA with DoF and landowners (especially in Vunamoli and Uto villages) to identify and map the highest priority sites for reforestation and restoration, including especially riparian zones (subject to regular flooding), a buffer zone around the planned protected area and areas contributing to greatest soil erosion (viz. cleared steep areas with erodible soil types in Upper Tuva catchment, including landslips in pine planted areas).</p>	<p>Undertake land use capability mapping of Tuva Catchment incorporating soil types, temperature, precipitation level and crop suitability to identify priority sites as well as to verify the assumptions for this output and target area for each: reforestation and restoration, riparian zones (subject to regular flooding); buffer zone around the planned protected area; areas contributing to greatest soil erosion</p>		



ANNEX 1

Annual Reporting Format

Year: February – March 2019

Recipient Institution: Conservation International Foundation

OVERALL TARGETS FOR ENTIRE GRANT	Activities	Detailed Approach	3 MONTHS BUDGET	ACTUAL 3 MONTHS EXPENDITURES	PROGRESS TOWARDS TARGETS
1.1.1.10	Undertake negotiations with Noiboro mataqali (Yavusa Noiboro; Vunamoli), involving R2R/DoE, FPL, TLTB, TAB and NTF, to confirm interest expressed during PPG s options to proceed with new terrestrial Protected Area in upper Tuva catchment (Year 1)	Initial site visit in partnership with the Nadroga and Ba Provincial Office and PMU (1 week) Planning Meeting in Sigatoka (stakeholders meeting in Tuva to review three year workplan) Secure endorsement from the Nadroga Provincial Council (at Provincial Council Meeting in November) Secure endorsement from the Ba Provincial Council Secure endorsement from the Districts	USD 28,831.95	(USD ##,###.##) This amount will be completed after the first 3 months)	(Explanation of progress towards targets if targets were not reached, it will be filled after implementation work for the first 3 months)

			<p>Village scoping exercise to understand traditional structures in Noiboro mataqali</p>		
<p><b>2.1.1.28</b></p>	<p>Land Use Planning Unit of DoA with DoF and landowners (especially in Vunamoli and Uto villages) to identify and map the highest priority sites for reforestation and restoration, including especially riparian zones (subject to regular flooding), a buffer zone around the planned protected area and areas contributing to greatest soil erosion (viz. cleared steep areas with erodible soil types in Upper Tuva catchment, including landslips in pine planted areas).</p>	<p>Undertake land use capability mapping of Tuva Catchment incorporating soil types, temperature, precipitation level and crop suitability to identify priority sites as well as to verify the assumptions for this output and target area for each: reforestation and restoration, riparian zones (subject to regular flooding); buffer zone around the planned protected area; areas contributing to greatest soil erosion</p>	<p>USD 2,434.98</p>	<p>(USD ##,###.##) This amount will be completed after the first 3 months)</p>	

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General Category of Expenditures	Tranche 1	TOTAL
Personnel	\$ 18,620.50	\$ 18,620.50
Transportation	\$ 1,705.84	\$ 1,705.84
Premises	\$ 2,704.98	\$ 2,704.98
Training/Seminar/Workshops, etc.	\$ 3,411.68	\$ 3,411.68
Other	\$ 2,282.50	\$ 2,282.50
Indirect Costs 10%	\$ 2,872.55	\$ 2,872.55
<b>TOTAL</b>	<b>\$ 31,598.05</b>	<b>\$ 31,598.05</b>