

# Findings and Lessons Learnt

Derived from the Terminal Evaluation Report  
UNDP/GEF Project:  
Conservation and Sustainable Use of Gulf of Mannar's  
Biosphere Reserve's Coastal Biodiversity  
(PIMS 568)

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## RECOMMENDATIONS

107. The recommendations herewith cannot help with the Gulf of Mannar Project which ended in December 2012 but may help to establish its legacy.

The independent auditors should examine the issues, decision-making, and apparent failure of the mechanisms connected to the co-financing of this Project as part of the Country Office Audit Plan later in the year (see paragraph 40).

The UNDP-CO should assist the State Government in passing control of the Trust to the Indian Administrative Service (see paragraph 90).

The UNDP-CO should assist the State Government in providing the GoMBR Trust with the powers of compliance monitoring through the Environmental Protection Act 1986 (see paragraph 91).

The UNDP-CO should assist the Trust in examining the feasibility of providing another tier of loans to be available for the expansion of business enterprises (see paragraph 81).

The UNDP-CO should assist the Trust in examining the feasibility of allocating a proportion of the corpus fund for use in community-based projects (see paragraph 81).

## LESSONS LEARNED

108. Only one lessons learned is documented but it is important.

### ***#1 The Project Document is a contract and should be treated as such***

The signatures on a Project Document indicate that it a contractual agreement between those parties. UNDP is the guardian of GEF's interests when it is GEF's implementing body. As such it should take great care, especially during projects that are carried out under the national implementation modality that changes are not made that undermine the conservation benefits that are intended to come from GEF's financing. If these are tabled and insisted upon by Governments or their representatives and run contrary to GEF's interests, the contractual nature of the agreement should be evoked and, if necessary, a veto raised even if ultimately that means cancelling the project. In the current Project, there are four examples where the basic contractual nature of the Project Document has been clearly broken: i) the State

Government's move to provide untraceable in-kind co-financing instead of the traceable cash co-financing it had committed to; ii) the National Government's failure to provide any of the co-financing it committed to; iii) the failure of the State Government to capitalise the Long Term Funding Mechanism for the GoMBR Trust; and iv) the State Government's decisions to ensure that the Project did not bring about a statutory apex decision-making agency for managing the Biosphere Reserve. If the original Project Document had shown a design which was effectively a social development project with some increased awareness and enforcement measures and that had only US\$ 10.5 million in in-kind co-financing from a single body, there is no way GEF Council would have sanctioned US\$ 7.65 million for the Project. UNDP, both the Country Office and the Regional Technical Office, should keep such things in mind.

PS: Refer to the Complete report for detailed evaluation.