

**COST-SHARING AGREEMENT BETWEEN**

**IUCN, INTERNATIONAL UNION FOR CONSERVATION OF NATURE AND NATURAL RESOURCES (THE DONOR)**

**AND THE UNITED NATIONS DEVELOPMENT PROGRAMME (UNDP)**

WHEREAS the Donor hereby agrees to contribute funds to UNDP on a cost-sharing basis (hereinafter referred to as “the contribution”) for implementation of the Mangroves for the Future (MFF) (hereinafter referred to as “the Programme”) as specified in the Scope of Work at Attachment 1, and submitted to the Donor for information.

WHEREAS UNDP is prepared to receive and administer the contribution for the implementation of the Programme

WHEREAS UNDP shall implement these activities as set out in the Scope of Work at Attachment 1,

NOW THEREFORE, UNDP and the Donor hereby agree as follows:

 **Article I. The Contribution**

1. (a) The Donor shall, in accordance with the schedule of payments set out below, contribute to UNDP an amount not exceeding USD 334,370 (United States Dollars three hundred thirty-four thousand three hundred seventy only) with the breakdown provided in Attachment 2. The contribution shall be deposited in the following bank account.

|  |  |
| --- | --- |
| Bank Name: | Bank of America |
| Account Name: | UNDP Resident Representative in Maldives USD Account |
| Account Number: | 3752218231 |
| Bank Address: | 1401 Elm St., Dallas TX 75202, USA |
| SWIFT Address: | BOFAUS3N |
| Wire Routing Number: | 026009593 |
| Reference: | MFF Maldives |

*Schedule of Payments*

|  |  |
| --- | --- |
| On signing this Agreement. | USD 40,000 (United States Dollars forty thousand only) |
| On 10 September 2012 | USD 100,000 (US Dollars One hundred thousand only) |
| On 20 November 2012 | USD 60,000 (US Dollars twenty thousand only) |
| 20 February 2013. | USD 50,000 (US Dollars fifty thousand only) |
| 20 May 2013 | USD 60,000 (US Dollars sixty thousand only) |
| 20 August 2013 | USD 24,370 (US Dollars twenty four thousand, three hundred and seventy dollars only) |

(b) 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, programme number and title, donor reference (if available). The information should also be included in the bank remittance advice when funds are remitted to UNDP. UNDP will acknowledge by email to <ranjith.mahindapala@iucn.org>.

1. UNDP shall receive and administer the payment in accordance with the rules, regulations, policies and procedures of UNDP.
2. The above schedule of payments takes into account the requirement that the payments shall be made in advance of the implementation of agreed planned activities. It may be amended, by mutual consent, to be consistent with the progress of the Programme delivery reflected through quarterly progress and financial reports.
3. All financial accounts and statements shall be expressed in United States Dollars.

**Article II. Utilization of the Contribution**

1. The implementation of the responsibilities of UNDP and of the pursuant to this Agreement shall be dependent on receipt by UNDP of the contribution in accordance with the schedule of payments as set out in Article I, paragraph 1, above.
2. If unforeseen increases in expenditures or commitments are expected or realized (whether owing to inflationary factors, fluctuation in exchange rates or unforeseen contingencies), UNDP shall submit to the Donor on a timely basis a supplementary estimate showing the further financing that will be necessary. The Donor shall use its best endeavours to obtain the additional funds required.
3. If the payments referred to in Article I, paragraph 1, above are not received in accordance with the payment schedule upon completion and acceptance of agreed deliverables or if the additional financing required in accordance with paragraph 2 above is not forthcoming from the Donor or other sources, the assistance to be provided to theProgramme under this Agreement may be reduced, suspended or terminated by UNDP.
4. Any interest revenue attributable to the Contribution shall be credited to the UNDP Account, retained by UNDP and shall be utilized in accordance with established UNDP procedures on the program delivery.

**Article III. Administration and Reporting**

1. Programme management and expenditures shall be governed by the regulations, rules and directives of UNDP.
2. UNDP shall provide to the Donor Reports detailed out under Deliverables in Attachment 3 and the following financial reports prepared in accordance with UNDP accounting procedures.
3. Quarterly financial reports for the duration of the Agreement, (15 October 2012, 15 January 2013, 15 April 2013, 15 July 2013, 15 October 2013, 30 December 2013.
4. From UNDP Bureau of Management/Office of Finance and Administration, on completion of the Programme, a certified financial statement to be submitted no later than 30 June of the year following the financial closing of the Programme.
5. If special circumstances so warrant, UNDP may provide more frequent reporting at the expense of the Donor. The specific nature and frequency of this reporting shall be specified in an annex of the Agreement.

 **Article IV. Administrative and support services**

1. In accordance with the decisions and directives of UNDP's Executive Board reflected in its Policy on Cost Recovery from Other Resources, the Contribution shall be subject to cost recovery for indirect costs incurred by UNDP headquarters and country office structures in providing General Management Support (GMS) services. To cover these GMS costs, the contribution shall be charged a fee equal to 7%.  Furthermore, as long as they are unequivocally linked to the Programme, all direct costs of implementation, including the costs of executing entity or implementing partner, will be identified in the Programme budget against a relevant budget line and borne by the Programme accordingly.
2. The aggregate of the amounts budgeted for the Programme, together with the estimated costs of reimbursement of related support services, shall not exceed the total resources available to the Programme under this Agreement as well as funds which may be available to the Programme for Programme costs and for support costs under other sources of financing.

**Article V. Evaluation**

1. All UNDP programmes and projects are evaluated in accordance with UNDP Evaluation Policy. UNDP in consultation with its stakeholders will jointly agree on the purpose, use, timing, financing mechanisms and terms of reference for evaluating a Project including an evaluation of its Contribution to an outcome which is listed in the Evaluation Plan. UNDP shall commission the evaluation, and the evaluation exercise shall be carried out by external independent evaluators.

**Article VI. Equipment**

1. Ownership of equipment, supplies and other properties financed from the contribution shall vest in UNDP. Matters relating to the transfer of ownership by UNDP shall be determined in accordance with the relevant policies and procedures of UNDP.

# Article VII. Auditing

1. The contribution shall be subject to the internal and external auditing procedures provided for in the financial regulations, rules and directives of UNDP. Should an annual Audit Report of the Board of Auditors of UNDP to its governing body contain observations relevant to the contributions, such information shall be made available to the Donor by the Country Office.

# Article VIII. Advertisement of the contribution

1. The Donor shall not use the UNDP name or emblem, or any abbreviation thereof, in connection with its business or otherwise without the express prior written approval of UNDP in each case. In no event will authorization be granted for commercial purposes, or for use in any manner that suggests an endorsement by UNDP of the Donor, its products or services.
2. The Donor acknowledges that it is familiar with UNDP’s ideals and objectives and recognizes that its name and emblem may not be associated with any political or sectarian cause or otherwise used in a manner inconsistent with the status, reputation and neutrality of UNDP.
3. The Donor may make representations to its shareholders and internal budget officials as required about the fact of the contribution to UNDP. Any other use of the UNDP name or emblem, and any other form of recognition or acknowledgement of the contribution of the Donor are subject to consultations between the Parties, and the prior written agreement of UNDP.
4. UNDP will report on the contribution to its Executive Board in accordance with its regular procedures regarding contributions from private donors. Other forms of recognition and acknowledgement of the contribution are subject to consultations between the Parties, but the manner of such recognition and acknowledgement shall be determined at the sole discretion of UNDP.
5. Use of the Donor’s name and/or logo shall in all cases require the prior written approval of the Donor. UNDP shall use the MFF logo when advertising outputs from this contribution.

# Article IX. Completion of the Agreement

1. UNDP shall notify the Donor when all activities relating to the Programme have been completed.
2. Notwithstanding the completion of the Programme, UNDP shall continue to hold unutilized payments until all commitments and liabilities incurred in the implementation of the Programme have been satisfied and Programme activities brought to an orderly conclusion.
3. If the unutilized payments prove insufficient to meet such commitments and liabilities, UNDP shall notify the Donor and consult with the Donor on the manner in which such commitments and liabilities may be satisfied.
4. In cases where the Programme is completed in accordance with the Programme document any funds below USD 5,000 (five thousand United States Dollars) that remain unexpended after all commitments and liabilities have been satisfied shall be automatically reallocated by UNDP. Any funds above USD 5,000 (United Stated Dollars five thousand) that remain unexpended after all commitments and liabilities have been satisfied shall be reallocated by UNDP after consultation with the Donor.

# Article X. Termination of the Agreement

1. This Agreement may be terminated by UNDP or by the Donor after consultations between the Donor and the UNDP, and provided that the funds from the Contribution already received are, together with other funds available to the Programme, sufficient to meet all commitments and liabilities incurred in the implementation of the Programme. This Agreement shall cease to be in force 30 (thirty) days after either of the Parties have given notice in writing to the other Party of its decision to terminate this Agreement.
2. Notwithstanding termination of this Agreement, UNDP shall continue to hold unutilized payments until all commitments and liabilities incurred in implementation of all or part of the Programme have been satisfied and Programme activities brought to an orderly conclusion.
3. In cases where this agreement is terminated before Project completion any funds below 5,000 USD (five thousand US Dollars) that remain unexpended after all commitments and liabilities have been satisfied shall be automatically reallocated by UNDP. Any funds above 5,000 USD (five thousand US Dollars) that remain unexpended after all commitments and liabilities have been satisfied shall be reallocated by UNDP after consultation with the Donor.

**Article XI. Notice**

1. Any notice or correspondence between UNDP and the Donor will be addressed as follows:

(a) To the Donor: Dr Steen Christensen, MFF Coordinator

Address: IUCN Asia Regional Office, 63 Sukhumvit Soi 39, Prompong, Klongtan Nuae, Wattana, Bangkok 10110, Thailand.

 Upon receipt of funds, UNDP shall send an electronic receipt to the Donor email address provided below as confirmation that the remitted funds have been received by UNDP.

 Donor email address: Ranjith.Mahindapala@iucn.org Attention: Dr Ranjith Mahindapala, MFF Programme Manager

(b) To UNDP: Mr Andrew Cox, UN Resident Representative

Address: UN Building, Buruzu Magu, Malé, Maldives.

**Article XII. Amendment of the Agreement**

1. The Agreement may be amended through an exchange of letters between the Donor and UNDP. The letters exchanged to this effect shall become an integral part of the Agreement.

# Article XIII. Settlement of Disputes

1. 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 the parties.
2. Any dispute, controversy or claim between the Parties arising out of or relating to this agreement or the breach, termination or invalidity thereof, unless settled amicably under the preceding paragraph within sixty (60) 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 arbitral 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 of any such controversy, claim or dispute.

**Article XIV. Privileges and Immunities**

1. Nothing in this agreement shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including UNDP.

**Article XIV. Entry into Force**

This Agreement shall enter into force on 30 August 2012 and shall remain in full force and effect until 31 December 2013 unless this Agreement is modified in accordance with Article XI.

Attachment 1, which details the scope of work, deliverables, and the budget, forms an integral part of this Agreement.

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto, have signed the present Agreement in the English language in two copies.

|  |  |
| --- | --- |
| For IUCN, International Union for Conservation of Nature and Natural Resources : | For the United Nations Development Programme: |

|  |  |
| --- | --- |
| For the Donor | For the United Nations Development Programme: |
|  |  |
| Dr Steen ChristensenMFF Coordinator | Mr Andrew CoxUNDP Resident Representative, Maldives |
| Date:  | Date |

**Attachment 1**

**Scope of Work**

The Scope of Work is as follows:

1. **Supporting the coordination and operation of the Maldives National Coordinating Body (NCB)**
2. Employ a full time National Coordinator for MFF Maldives and provide appropriate office and other work-related support for this position;
3. Assist the Maldives NCB to operate effectively via meetings, workshops and networking among members;
4. Assist and support the Maldives NCB towards achieving the objectives of MFF at the National level;
5. Assist the Maldives NCB, to review and, if necessary revise its National Strategy and Action Plan (NSAP), and to use it as a reference document to guide MFF implementation in Maldives and as needed, engage national technical experts as consultants to support this work;
6. Assist and support the NCB to develop the annual work-plan that responds to the NSAP and the pertinent decisions of the Regional Steering Committee, and facilitate implementation of planned activities in the year; engage national technical experts as consultants to support this work, as needed;
7. Assist and support the Maldives NCB to provide oversight to the design, appraisal, as required, and implementation of Projects (small/medium/large/regional), including monitoring and evaluation as required;
8. Assist the Maldives NCB in identifying new funding support to implement MFF in Maldives.
9. **Support the Mangroves for the Future Regional Secretariat in coordinating with MFF Maldives regarding in-country support and liaison on regional activities**
10. Assist the Maldives NCB to participate in MFF regional events in other countries and, as appropriate, to host regional events in Maldives;
11. Provide technical backstopping to the MFF-S to arrange and conduct MLE visits in Maldives;
12. Provide specific assistance to the Maldives NCB to prepare for the annual Regional Steering Committee;
13. Ensure close liaison between MFF-S and the work of the National Coordinator in Maldives
14. **Support knowledge management of the MFF in Maldives**
15. Promote MFF and carry out the MFF knowledge management and communication strategy;
16. Update the MFF Maldives knowledge management and communication plan;
17. Assist the Maldives NCB to consolidate and analyze knowledge and learning on coastal ecosystems and management in Maldives that are relevant to the implementation of the Maldives NSAP and knowledge management and communication plan;
18. Arrange necessary outreach activities identified by the NCB from time to time relating to the implementation of the MFF Programme in Maldives.
19. **Capacity Building**
	1. Organise, in consultation with NCB, capacity building activities as per the work-plan and budget;
	2. Provide feed-back on the capacity building programmes organised for the NCB Maldives and MFF-S
20. **Implementation of the Small Grants Facility**
21. In view of the recommendations provided by the MFF-S on the SGF process in Phase 2, review the process and guidelines for advertising the SGF and selecting grantees in consultation with the MFF Maldives NSC;
22. Arrange mechanisms to disburse SGF funds, with due diligence, and maintain the necessary financial management protocols in conformity with Donor’s financial management systems.
23. Set in place an efficient monitoring, evaluation and learning protocol.
24. Facilitate exchange of information sharing of field experiences and best practices among grantees and partners.
25. Produce a lessons learnt report.
26. Report regularly on progress of the SGF implementation to the NCB and through it, to the MFF Regional Steering Committee.
27. Provide, to the level needed, technical support to project applicants in ensuring that the proposals conform to the objectives of the MFF Programme;
28. **Medium Grants**
29. In accord with the recommendations provided by the MFF-S on the medium-sized projects, advertise and collect applications;
30. Short-list the applications after a technical and financial review under the guidance of NCB Maldives and submit the short-listed proposals to MFF-S;
31. Set in place an efficient national monitoring, evaluation and learning protocol.
32. Facilitate exchange of information sharing of field experiences and best practices.
33. Report regularly on progress of the medium grant implementation to the NCB;
34. Provide, to the level needed, technical support to project applicants in ensuring that the proposals conform to the objectives of the MFF Programme;

**Attachment 2**

**Budget (USD)**

|  |  |  |
| --- | --- | --- |
| **Project Title** | **Mangroves for the Future initiative - Maldives** |  |
| **Project Period** | **30 August 2012 - 31 December 2013** |  |
| **Programme of Work** | **Implementation of Country strategies and Action Plans and Oversight to Small Grants Programme** |  |  |
| **Staff Member(s) responsible** | **Ms. Aminath Mihdha**  |  |  |  |

|   | **Unit** | **Quantity** |  **Rate**  |  **Amount**  |  **Sub-total**  | **Allocation** |
| --- | --- | --- | --- | --- | --- | --- |
| **2012** | **2013** |
| **National Coordinator and Office support** | 58,245  |  |  |
| Remuneration - National Coordinator | Month | 18 | 1,400 | 25,200 |  | 8,400 | 16,800 |
| Remuneration - Part-time staff | Month | 18 | 950 | 17,100 |  | 5,700 | 11,400 |
| International Air Travel | Trip | 4 | 1,000 | 4,000 |  | 1,000 | 3,000 |
| Local travel | Lump sum |  |  | 3,000 |  | 1,000 | 2,000 |
| Per diem - international | day | 25 | 125 | 3,125 |  | 781 | 2,344 |
| Per diem - local | day | 30 | 100 | 3,000 |  | 1,000 | 2,000 |
| Consumable supplies |   |  |  |  |  |  |  |
| *Stationery* | Month | 18 | 40 | 720 |  | 240 | 480 |
| *Photocopying* | Month | 18 | 25 | 450 |  | 150 | 300 |
| Communications |   |  |  |  |  |  |  |
| *Telephone/fax/mobile phone* | Month | 18 | 30 | 540 |  | 180 | 360 |
| *Postage/courier* | Month | 18 | 10 | 180 |  | 60 | 120 |
| *Internet* | Month | 18 | 10 | 180 |  | 60 | 120 |
| *Communication materials* | Lump sum |  |  | 750 |  | 250 | 500 |
| **National Coordinating Body** | 26,250 | 8,750 | 17,500 |
| NCB Meetings | Lump sum |  |  | 5,000 |  |  |  |
| Technical meetings and NCB participation in other activities including travel and related costs | Lump sum |  |  | 15,000 |  |  |  |
| External consultants for studies | Day | 25 | 250 | 6,250 |  |  |  |
| **Implementation of work plan**  | 12,500 |  |  |
| Private Sector - Sensitizing workshops with MNCCI and MACI members | Lump sum |  |  | 1,500 |  | 1,500 |  |
| Study on the market access for local products and services  | Lump sum |  |  | 3,000 |  | 3,000 |  |
| Private Sector - Resort Forum | Lump sum |  |  | 3,000 |  | 3,000 |  |
| Other activities identified for 2013 | Lump sum |  |  | 5,000 |  |  | 5,000 |
| **Capacity building**  | 21,000 |  |  |
| NGO, CBO capacity enhancing workshop for the outreach atolls | Lump sum |   |   | 5,000 |  | 5,000 |  |
| Capacity Building workshop on integrating DRR, environmental safeguards into project planning | Lump sum |   |   | 5,000 |  | 5,000 |  |
| Training of NCB and MFF members of ecosystem management with focus on adaptive soft engineering measures |   |   |   | 5,000 |  | 5,000 |  |
| Other capacity building activities |   |   |   | 6,000 |  |  | 6,000 |
| **Knowledge management and outreach activities** | 15,500 |  |  |
| TV documentation of MFF Phase 2 project |   |   |   | 3,000 |  | 3,000 |  |
| Slide presentation competition |   |   |   | 2,000 |  | 2,000 |  |
| Documentation of lesson learnt |   |   |   | 3,000 |  | 3,000 |  |
| Other knowledge products |   |   |   | 7,500 |  |  | 7,500 |
| **Small and Medium Grants Programme**  | 179,000 |  |  |
| Calling for proposals | Lump sum |  |  | 2,000 |  | 2,000 |  |
| Costs related to short-listing etc. | Lump sum |  |  | 2,000 |  | 2,000 |  |
| Allocation for the SGF | Lump sum |  |  | 150,000 |  | 60,000 | 90,000 |
| Monitoring, Evaluation & Learning (including travel) | Lump sum |  |  | 25,000 |  | 9,000 | 16,000 |
| **TOTAL** |  |  |  |  | **312,495** | **131,071** | **181,424** |
| GMS 7% |   |  |  |  | 21,875 | 9,175 | 12,700 |
| **Grand Total** |  |  |  |  | **334,370**  | **140,246** | **194,124** |
|  |  |  |  |  |  |  |  |

**Attachment 3**

1. **Reporting, Deliverables and Timelines**

|  |  |  |
| --- | --- | --- |
| **No.** | **Item** | **When** |
| **Supporting the coordination and operation of the Maldives National Coordinating Body (NCB)** |
|  | Report of the Private Sector sensitizing workshop | 15 October 2012 |
|  | Study on market access for local products and services | 10 December 2012 |
|  | Report on Private Sector Resort Forum | 15 November 2012 |
|  | Report on the NGO, CBO capacity enhancing workshop for outreach atolls | 31 March 2013 |
|  | Report of the capacity building workshop on DRR, environmental safeguards etc. | 30 December 2012 |
|  | Report on training of NCB and MFF members of ecosystem management with focus on adaptive soft engineering measures | 30 November 2012 |
|  | NCB Approved work-plan for 2013 | 10 December 2012 |
| **Support the Implementation of the MFF Small Grant and Medium Grant Facilities** |
|  | Report on small grant selection process and a list of contracted projects | 30 September 2012 |
|  | Report on short-listed grantees for medium grants | 31 October 2012 |
|  | MLE Report # 1 | 31 November 2012 |
|  | MLE Report # 2 | 31 March 2013 |
| **Support the Mangroves for the Future Regional Secretariat in coordinating with MFF Regional and National Activities** |
|  | Participation of two NCB Members (one from Government and other from Non-Government) in RSC-9 | 30 December 2012 |
| **Knowledge Management & Communication (KMC)** |
|  | TV documentation of MFF Phase 2 project | 15 August 2013 |
|  | Report on Slide presentation competition | 15 February 2012 |
| **Project Management** |
|  | Report for Quarter # 1 (including NCB Meetings&Technical Meetings) | 15 October 2012 |
|  | Report for Quarter # 1+2 (including NCB Meetings&Technical Meetings) | 15 January 2012 |
|  | Any other report | As requested by MFF-S |

1. **Reporting Format**

Suggested Table of Contents

1. National Coordinating Body [changes to composition; meetings and key decisions (attach minutes as Annexes); its involvement in other coastal zone activities etc.]
2. Progress on the implementation of the work-plan including separate sections on Projects (provide an overall summary on projects); the quarterly report due immediately after the selection of the grantees should have a narrative on the *modus operandi* for selection of Grantees, their details, and details of grants made/committed;
3. Significant initiatives/activities/outputs addressing the cross cutting themes (poverty, climate change, gender equality)
4. A narrative on capacity development undertaken during the reporting period
5. A narrative on knowledge management and communications, including outreach activities
6. A narrative on private sector engagement
7. Constraints, and mitigation measures
8. Any other matter germane to MFF NCB and its operations
9. Financial report (including a narrative on any significant departures from the budget vs expenditures, co-financing and in-kind contributions)