



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 the implementation of Mangroves for the Future (MFF) programme (hereinafter referred to as "the Programme") as described in the Scope of Work, Deliverables and Workplan at Annex 1 in Maldives, and submitted to the Donor for information.

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

WHEREAS the Government of Maldives has been duly informed of the contribution of the Donor to the programme,

WHEREAS UNDP shall implement these activities as described in the Scope of Work, deliverables and Workplan in Annex 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 the amount of USD 341,376 (United States dollars three hundred forty one thousand three hundred seventy six only) as per the budget plan in Annex 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	Amount
1st payment, on signing of this Agreement	USD 142,145 (United States dollars one hundred forty two thousand one hundred forty five only)
2nd payment by 20th April 2015	USD 142,062 (United States dollars one hundred forty two thousand sixty two only)
3rd payment, by 20th October 2015	USD 39,732 (United States dollars thirty nine thousand seven hundred thirty two only)
4th payment, by 20th April 2016	USD 17,436 (United States dollars seventeen thousand four hundred thirty six 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.

2. The above schedule of payments takes into account the requirement that the payments shall be made in advance of the implementation of planned activities. It may be amended to be consistent with the progress of programme/ project delivery reflected through the progress and financial reports.
3. UNDP shall receive and administer the payment in accordance with the regulations, rules, policies and procedures of UNDP.
4. 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 Implementing Partner 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. IUCN shall use its best endeavors 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 the Programme under this Agreement may be reduced, suspended or terminated by UNDP.

4. Any interest revenue attributable to the Contribution shall be credited to UNDP Account, retained by UNDP and shall be utilized in accordance with established UNDP procedures.

Article III. Administration and Reporting

1. Programme management and expenditures shall be governed by the rules, regulations, policies and procedures of UNDP and, where applicable, the rules, regulations, policies and procedures of the Implementing Partner.

2. UNDP shall provide to the Donor reports detailed out under Deliverables in Annex 1.B and the following financial reports prepared in accordance with UNDP accounting procedures. Quarterly financial report for the duration of this Agreement, 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.

3. 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, following the amendment process as described in Article XII of the Agreement.

4. UNDP shall implement all activities in a timely and transparent manner and ensure good communication of results among stakeholders. If UNDP fails to make reasonable and satisfactory progress in implementing project activities or fails to comply with any of the provisions of this Agreement, the Donor shall give notice in writing of the perceived failure to comply. If UNDP does not correct the problem(s) within the mutually agreed period, the Donor may terminate this Agreement under the provision of Article X of this 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 will include a fee equal to 8%. 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

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

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

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 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 or 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.

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 (United States dollars five thousand) that remain unexpended after all commitments and liabilities have been satisfied shall be automatically reallocated by UNDP. Any funds above USD 5,000 (United States dollars five thousand) that remain unexpended after all commitments and liabilities have been satisfied shall be returned to the Donor or reallocated by UNDP upon prior written approval from the Donor.

Article X. Termination of the Agreement

1. This Agreement may be terminated by the Donor or by UNDP after consultations between IUCN 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 (United States dollars five thousand) that remain unexpended after all commitments and liabilities have been satisfied shall be automatically reallocated by UNDP. Any funds above 5,000 USD (United States dollars five thousand) that remain unexpended after all commitments and liabilities have been satisfied shall be returned to or reallocated by UNDP upon prior written approval from IUCN.

Article XI. Notice

Any notice or correspondence between IUCN and UNDP will be addressed as follows:

- (a) To IUCN: Dr Steen Christensen, MFF Coordinator
Address: IUCN Asia Regional Office, 63 Sukhumvit Soi 39, Prompong,
Klongtan Nuave, Wattana, Bangkok 10110, Thailand

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

Donor email address: raquibul.amin@iucn.org

Attention: Mr Raquibul Amin, MFF Project Manager

- (b) To UNDP: Ms Shoko Noda, UNDP Resident Representative
Address: UNDP Maldives, Edhuruhiya, Floor 9, Falhumathee Magu
Male', Maldives

Article XII. Amendment of the Agreement

The Agreement may be amended through an exchange of letters between IUCN 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

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 XV. Entry into Force

This Agreement shall enter into force on 1 November 2014 and shall remain in full force and effect until 30 June 2016 unless this Agreement is modified in accordance with Article XII.

Annexes 1 - 2, which detail the scope of work, deliverables, workplan and budget form 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 :



Dr Steen Christensen
Regional Coordinator
Mangroves for the Future
Asia Regional Office

Date: 21 NOV 2014

For the United Nations Development
Programme:



Ms Shoko Noda
UNDP Resident Representative, Maldives

Date: 30 Nov 2014

ANNEX 1 – SCOPE OF WORK, DELIVERABLES and TIMELINES

A. Scope of Work:

- 1) Supporting the coordination and operation of the Maldives National Coordinating Body (NCB)**
 - a) Employ a full time National Coordinator for MFF Maldives and provide appropriate office and other work-related support for this position;
 - b) Assist the Maldives NCB to operate effectively via meetings, workshops and networking among members;
 - c) Assist and support the Maldives NCB towards achieving the objectives of MFF at the National level;
 - d) 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;
 - e) Assist and support the NCB to develop the annual workplan 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;
 - f) 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;
 - g) Assist the Maldives NCB in identifying new funding support to implement MFF in Maldives.
- 2) Support the Mangroves for the Future Regional Secretariat in coordinating with MFF Maldives regarding in-country support and liaison on regional activities**
 - a) Assist the Maldives NCB to participate in MFF regional events in other countries and, as appropriate, to host regional events in Maldives;
 - b) Provide technical backstopping to the MFF-S to arrange and conduct MLE visits in Maldives;
 - c) Provide specific assistance to the Maldives NCB to prepare for the annual Regional Steering Committee;
 - d) Ensure close liaison between Mangroves for the Future Regional Secretariat (MFF-S) and the work of the National Coordinator in Maldives
- 3) Support knowledge management of the MFF in Maldives**
 - a) Promote MFF and carry out the MFF knowledge management and communication strategy;
 - b) Update the MFF Maldives knowledge management and communication plan;
 - c) 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;

- d) Arrange necessary outreach activities identified by the NCB from time to time relating to the implementation of the MFF Programme in Maldives.

4) Capacity Building

- a) Organize, in consultation with NCB, capacity building activities as per the workplan and budget;
- b) Provide feed-back on the capacity building programmes organized to the NCB Maldives and MFF-S

5) Implementation of the Small Grants Facility

- a) In accordance with the recommendations provided by the MFF-S review the process and guidelines for advertising the SGF and selecting grantees in consultation with the MFF Maldives NSC;
- b) Arrange mechanisms to disburse SGF funds, with due diligence, and maintain the necessary financial management protocols in conformity with the Donor's financial management systems.
- c) Set in place an efficient monitoring, evaluation and learning protocol.
- d) Facilitate exchange of information sharing of field experiences and best practices among grantees and partners.
- e) Produce a lessons learnt report.
- f) Report regularly on progress of the SGF implementation to the NCB and through it, to the MFF Regional Steering Committee.
- g) Provide, to the level needed, technical support to project applicants in ensuring that the proposals conform to the objectives of the MFF Programme;

6) Medium Grants

- a) In accordance with the recommendations provided by the MFF-S advertise and collect applications for projects under the Medium Grant Facility;
- b) 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;
- c) Set in place an efficient national monitoring, evaluation and learning protocol.
- d) Facilitate exchange of information sharing of field experiences and best practices.
- e) Report regularly on progress of the medium grant implementation to the NCB;
- f) Provide, to the level needed, technical support to project applicants in ensuring that the proposals conform to the objectives of the MFF Programme.

7) Other Tasks

Ensuring use of the Donor (IUCN)'s name and/or logo in all cases require the prior written approval of the Donor. UNDP shall ensure all events and outputs acknowledge the Mangroves for the Future (MFF) and adhere to the MFF Identity Guidelines which can be downloaded at:

<http://www.mangrovesforthefuture.org/resources/documents?documentId=19017>

B. Deliverables:

No.	Item	Due Date
Supporting the coordination and operation of the Maldives National Coordinating Body (NCB)		
1	Report on national forum for scientific research in the Maldives	By 30 June 2015
2	NSAP revision in light of the MFF resilience Framework and publication	By 31 August 2015
3	Outcome document on model for private sector partnership in waste management	By 30 April 2016
4	Development concept and project scoping report on Huraa mangroves for eco-tourism based livelihood activities as per the valuation study of Huraa mangroves	By 28 February 2016
5	Scoping paper for engagement with tourism sector	By 31 May 2015
6	Resilience Analysis Protocol (RAP) document	By 28 February 2015
7	Workshop report on sustainable utilization of mangrove resources for livelihood activities	By 31 March 2016
8	Waste management training workshop report for target groups-recycling	By 31 July 2015
9	Technical workshop report on Soft Engineering Solutions to coastal problems: for policy makers and technical personnel in all related institutions	By 30 September 2015
10	NCB Approved workplan for 2016	By 30 April 2016
Support the Implementation of the MFF Small Grant and Medium Grant Facilities		
11	Report on small grant selection process and a list of contracted projects	Upon completion
12	Report on short-listed grantees for medium grants	Upon completion
13	MLE Report # 1	By 15 days after the MLE visit
14	MLE Report # 2	By 15 days after the MLE visit
15	MLE Report # 3	By 15 days after the MLE visit
16	MLE Report # 4	By 15 days after the MLE visit
Support the Mangroves for the Future Regional Secretariat in coordinating with MFF Regional and National Activities		
17	Participation of two NCB Members (one from Government and other from Non-Government) in RSC-12	TBC
18	MFF promotional materials	By 31 August 2015
Knowledge Management & Communication (KMC)		
19	Revised KMC strategy for MFF Phase 3	By 31 August 2015
20	Lesson learnt document on SGF projects	By 30 June 2015 and 30 June 2016
21	Video on "adapting to sustainable methods: success and lessons learned"	By 30 June 2015 and 30 June 2016

No.	Item	Due Date
Project Management		
Reports		
1.	1 st Progress report and financial report for the period 1 November 2014 – 31 December 2014	15 January 2015
2.	2 nd Progress report and financial report for the period 1 January 2015 – 31 March 2015)	15 April 2015
3.	3 rd Progress report and financial report for the period 1 April 2015 – 30 June 2015)	15 July 2015
4.	4 th Progress report and financial report for the period 1 July 2015 – 30 September 2015	15 October 2015
5.	5 th Progress report and financial report for the period 1 October 2015 – 31 December 2015	15 January 2016
5.	6 th Progress report and financial report for the period 1 January 2016 – 31 March 2016	15 April 2016
5.	7 th Progress report and financial report for the period 1 April 2016 – 30 June 2016	15 July 2016

TBC: To be confirmed

Reporting Format

As per the MFF reporting template provided by the Donor.

C. Workplan:

No.	Activities	Timeline																				
		2014				2015				2016												
		Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2										
		Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	
1	NCB Meetings																					
2	Technical meetings and NCB participation in other activities including travel and related costs																					
3	National forum for scientific research in the Maldives																					
4	NSAP revision in light of the MFF Resilience Framework and publication																					
6	Explore further avenues to strengthen waste management in partnership with private sector and come up with a model (share experience) dialog process with private sector																					
7	Strengthening the capacity of island council to engage with private Sector to develop Huraa mangroves for eco-tourism based livelihood activities as per the valuation study of Huraa mangroves																					

N o.	Activities	Timeline																							
		2014				2015								2016											
		Nov	Dec	Jan	Feb	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4								
8	Scoping for engagement with tourism sector																								
10	RAP (Resilience workshop for NCB, grantees and partners). Other NCB capacity building activities as required																								
11	Workshop and demonstration on sustainable utilization of mangrove resources for livelihood activities																								
12	Waste management training workshop for target groups- recycling																								
13	Technical Workshop on Soft Engineering Solutions to coastal problems: for policy makers and technical personnel in all related institutions																								
15	Revision of KMC strategy for MFF phase 3 and promotional material																								
16	Outreach activities to share the lessons learnt from SGF projects																								

Item	Unit	Qty	Rate	Amount	Sub-total	Scheduled Installments			
						1: Nov2014- Mar2015	2: Apr2015- Sep2015	3: Oct2015- Mar2016	4: Apr2016- Jun2016
Explore further avenues to strengthen waste management in partnership with private sector and come-up with a model (share experience) dialog process with private sector	Study	1	1,500	1,500			1,500		
Strengthening the capacity of island council to engage with Private Sector based on the valuation study in Huraa	Consultation	2	1,000	2,000			1,000		
Scoping for engagement with tourism sector	Meetings	4	250	1,000			500		
Capacity building					16,000				
RAP (Resilience workshop for NCB, grantees and partners), Other NCB capacity building activities as required	Lump sum			4,000			4,000		
Workshop and demonstration on sustainable utilization of mangrove resources for livelihood activities.	Consultation	1	4,000	4,000				4,000	
Waste management training workshop for target groups - recycling	Training workshop	1	4,000	4,000			4,000		
Technical Workshop on Soft Engineering Solutions to coastal problems: for policy makers and technical personnel in all related institutions	workshops	1	4,000	4,000			4,000		
Knowledge management and outreach activities					14,000				
Revision of KMC strategy for MFF phase 3 and promotional Material	Strategy	1	1,500	1,500			1,500		
Outreach activities to share the lessons learnt from SGP	Events	2	750	1,500			750		750
MFF knowledge materials and activities on 'world Environment Day 2015' and on other environmentally significant occasions	Events	2	750	1,500			375	450	225
Documentation of lesson learnt on SGF projects	Book	1	2,000	2,000			500	600	300
Video documentation on 'adapting to sustainable methods: successes and lessons learned'	Video	1	7,500	7,500			1,875	2,250	1,125
Small and Medium Grants Programme					189,189				
Call for proposals	Calls	2	500	1,000			1,000		

Item	Unit	Qty	Rate	Amount	Sub-total	Scheduled Installments			
						1: Nov2014- Mar2015	2: Apr2015- Sep2015	3: Oct2015- Mar2016	4: Apr2016- Jun2016
Project Cycle Management and reporting refresher	workshops	2	2,500	5,000		2,500	2,500		
Allocation for the SGF	Lump sum			150,000		75,000	75,000		
Monitoring, Evaluation & Learning (including travel)	No.	4	3,750	15,000		3,750	4,500	4,500	2,250
Committed funds (from cycle 2)				18,189		18,189			
Total					311,819	127,347	131,539	36,789	16,145
GMS 8%					24,946	10,188	10,523	2,943	1,292
Bridging activities (1 July to 31 October 2014)				4,611	4,611				
GRAND TOTAL					341,376	142,145	142,062	39,732	17,436

NCB Budget: (total budget less grants and cycle2 commitments) without bridging and GMS 139,630
GMS 8% 11,170
NCB Budget: (total budget less grants and cycle2 commitments) without bridging INCLUDING GMS 150,800