



**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 the Small Grant Facility (SGF) of Mangroves for the Future (MFF) project (hereinafter referred to as “the Project”), as described in the Project document [Project no. 00050691 and title: Mangrove for the Future/Small Grants Facility (MFF/SGF)], in Thailand (Annex II to this document), and submitted to the Donor for information.

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

WHEREAS the Government of Thailand has been duly informed of the contribution of the Donor to the project,

WHEREAS UNDP shall designate an Implementing Partner for the implementation of the project (hereinafter referred to as the "Implementing Partner"),

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 274,860 (United States Dollars two hundred seventy four thousand eight hundred sixty only). The contribution shall be deposited in the following bank account.

Bank Name:	Bank of America NA
Account Name:	UNDP Representative in Thailand USD Account
Account Number:	3752207394
Bank Address:	1401 Elm Street, Dallas TX 75202, USA
ABA Number:	111000012 (for payments from US banks using ACH payment type)
SWIFT Address:	BOFAUS3N (for payments from international banks)
Wire Routing Number:	026009593
Reference:	IUCN for MFF (UNDP Thailand)

<u>Schedule of payments</u>	<u>Amount</u>
1 <sup>st</sup> payment, upon signing the agreement	USD 86,967
2 <sup>nd</sup> payment on 31 October 2015	USD 132,327
3 <sup>rd</sup> payment on 31 May 2016	USD 55,566

(b) The Donor will inform UNDP when the Contribution is paid via an e-mail message with remittance information to [contributions@undp.org](mailto:contributions@undp.org) and [APRC.FinanceUnit@undp.org](mailto:APRC.FinanceUnit@undp.org), providing the following information: donor's name, UNDP country office, Project no.00050691 and MFF/SGF, donor reference (if available). This 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 project delivery.
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 and the project document shall be dependent on receipt by UNDP of the contribution in accordance with the schedule of payment 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, 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 project 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. Project 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.C and the following financial reports prepared in accordance with UNDP accounting procedures. From UNDP Bureau of Management/Office of Finance and Administration, an annual certified financial statement as of 31 December every year to be submitted no later than 30 June of the following year.

3. If special circumstances so warrant, UNDP may provide more frequent reporting at the expense of Donor. The specific nature and frequency of this reporting shall be specified in an annex 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 Project, all direct costs of implementation, including the costs of Implementing Partner, will be identified in the Project budget against a relevant budget line and borne by the Project accordingly.

2. The aggregate of the amounts budgeted for the project, together with the estimated costs of reimbursement of related support services, shall not exceed the total resources available to the project under this Agreement as well as funds which may be available to the project for project 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 exclusively to the internal and external auditing procedures provided for in the financial regulations, rules, policies and procedures of UNDP. Should the annual Audit Report of the UN Board of Auditors to its governing body contain observations relevant to the Contribution, 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.

## **Article IX. Completion of the Agreement**

1. UNDP shall notify the Donor when all activities relating to the Project have been completed.
2. Notwithstanding the completion of the Project, UNDP shall continue to hold unutilized funds from the Contribution until all commitments and liabilities incurred in implementation of the Project have been satisfied and Project activities brought to an orderly conclusion.
3. If the unutilized funds 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 Project is completed in accordance with the project document 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 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 UNDP or by the Donor after consultations between the Donor and UNDP, and provided that the funds from the Contribution already received are, together with other funds available to the Project, sufficient to meet all commitments and liabilities incurred in the implementation of the Project. 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 all or part of this Agreement, UNDP shall continue to hold unutilized funds until all commitments and liabilities incurred in the implementation of all or the part of the Project have been satisfied and Project 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 returned to or reallocated by UNDP upon prior written approval from the Donor.

## **Article XI: Notice**

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

(a) To the Donor: Dr. Steen Christensen, MFF Regional Coordinator  
Address: IUCN Asia Regional Office, 63 Sukhumvit Soi 39, Prompong, Klongtan Nuae, Wattana, Bangkok 10110

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: raquibul.amin@iucn.org  
Attention: Mr. Raquibul Amin, MFF Project Manager

(b) To UNDP: Dr. Sutharin Koonphol, Programme Analyst  
Address: UNDP Thailand, 12<sup>th</sup> Floor, United Nations Building, Rajdamnern Nok Avenue, Bangkok 10200

## **Article XII. Amendment of the Agreement**

This 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 this 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 (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 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 upon the signature of this Agreement by the Parties hereto, on the date of the last signature and shall remain in full force and effect until 31 December 2016 unless this Agreement is modified in accordance with Article XII.

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

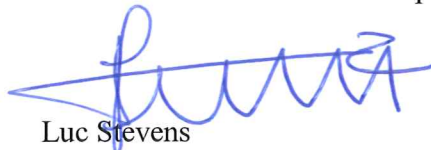
For the Donor



Steen Chirstensen  
Coordinator, Mangroves for the Future  
IUCN Asia Regional Office

Date: 12 May 2015

For the United Nations Development Programme



Luc Stevens  
UN Resident Coordinator  
UNDP Resident Representative

Date: 27.04.2015



## B. Budget Plan

Category and Item of Expenditure	Unit	Quantity	Rate	Amount	Sub-total	Installation #1	Installation #2	Installation #3	Total
<b>1. Allocation for small grants</b>					<b>150,000</b>				-
1.1 Allocation for small grants	cycle	1	150,000	150,000		45,000	90,000	15,000	150,000
<b>2. Travel Costs</b>					<b>15,000</b>				
2.1 M&E site visits	lump	2	7,500	15,000			7,500	7,500	15,000
<b>3. Workshops and meetings</b>					<b>15,000</b>				-
3.1 Stakeholders Workshop	lump	1	7,500	7,500		7,500			7,500
3.2 Lessons Learned Workshop	lump	1	7,500	7,500				7,500	7,500
<b>4. Personnel Costs</b>					<b>56,000</b>				-
4.1 Administrative and technical support	month	20	2,800	56,000		19,600	19,600	16,800	56,000
<b>5. Support Costs</b>					<b>18,500</b>				-
5.1 Rent	month	20	175	3,500		1,225	1,225	1,050	3,500
5.2 Computer/ IT service	month	20	175	3,500		1,225	1,225	1,050	3,500
5.3 Communications	month	20	175	3,500		1,225	1,225	1,050	3,500
5.4 Reimbursement to UNDP ISS	month	20	250	5,000		1,750	1,750	1,500	5,000
5.5 Advertisement	lump	1	3,000	3,000		3,000	-	-	3,000
<b>Sub Total</b>					<b>254,500</b>	<b>80,525</b>	<b>122,525</b>	<b>51,450</b>	<b>254,500</b>
<b>6. GMS (8% of the actual expenditure)</b>					<b>20,360</b>	<b>6,442</b>	<b>9,802</b>	<b>4,116</b>	<b>20,360</b>
<b>Total</b>					<b>274,860</b>	<b>86,967</b>	<b>132,327</b>	<b>55,566</b>	<b>274,860</b>



### C. Deliverables:

1. Progress reports and financial reports as per the following schedule:

No.	Report	Due date
1	1 <sup>st</sup> Progress report and financial report for the period 1 May 2015 – 30 September 2015	15 October 2015
2	2 <sup>nd</sup> Progress report and financial report for the period 1 October 2015 – 31 March 2016	15 April 2016
3	3 <sup>rd</sup> Progress report and financial report for the period 1 April 2016 – 31 September 2016	15 October 2016
4	Lessons learned report and financial report	31 December 2016
5	1 <sup>st</sup> MLE report	Within 15 days after the MLE visit
6	2 <sup>nd</sup> MLE report	Within 15 days after the MLE visit

2. Monitoring and evaluation reports covering at least two visits to each project during the project life.
3. A lesson learned report, within two months of completion, which synthesizes the results of MFF support in Thailand in terms of links to and impacts on national policies and programmes, and specifically the results of the small grant projects.

## AMENDMENT TO PROJECT DOCUMENT

### MANGROVES FOR THE FUTURE/ SMALL GRANTS FACILITY (MFF/SGF), PHASE 3

Referring the Cover Page of Project Document "MANGROVES FOR THE FUTURE/ SMALL GRANTS FACILITY (MFF/SGF), Phase 3", signed by Department of Marine and Coastal Resources (DMCR) and United Nations Development Programme (UNDP), dated 17 November 2008, this is to amend:

- 1) the new project duration will be 20 months;
- 2) to update the annual work plan for 20-month implementation;
- 3) total estimated budget for this period will be USD 274,860; and
- 4) to update the attachment of Letter of Agreement (LOA) between UNDP and DMCR.

#### 1) Cover Page of Project Document

Estimated Budget (20 months):	<u>USD 274,860</u>
Total resources required	<u>USD 274,860</u>
Total allocated resources:	<u>USD 274,860</u>
• Regular (TRAC)	
• Other:	
o IUCN	<u>USD 274,860</u>
o Donor	<u>                    </u>
o Donor	<u>                    </u>
o Government	<u>In-kind</u>

Programme Period:	2012-2016
Key Result Area (Strategic Plan):	Inclusive Green Growth and Sustainable Development
Project Title:	Mangroves for the Future Small Grant Facility, Phase 3
Atlas Project ID:	00050691
Atlas Output ID:	TBC
Project Duration:	20 months
NCB Meeting Date:	11 March 2015
Management Arrangement:	NIM with LOA

2) Annual Work Plan

EXPECTED OUTPUTS <i>And baseline, associated indicators and annual targets</i>	PLANNED ACTIVITIES <i>List activity results and associated actions</i>	Duration	RESPONSIBLE PARTY	PLANNED BUDGET		
				Funding Source	Budget Description	Amount \$
<b>Output 1:</b> <b>Apply Knowledge</b> Baseline: Individual practices Indicators: Replication of good practices Targets: By 1.5 years, good practices of community-based resources management have been part of local school curriculum	1. Activity Result - Good practices on community based management  2. Activity Result - Public awareness and local environment education	20 months	UNDP	IUCN	Grants	25,000
<b>Output 2:</b> <b>Empower Civil Society</b> Baseline: Depletion of marine and coastal resources Indicators: Improved fertility of coastal resources shown by catching statistics Targets: By 1.5 years, 30% increase of CBOs working on sustainable resources management	1. Activity Result - Rehabilitation of coastal ecosystems  2. Activity Result - Sustainable livelihoods that reduce pressure on natural resources	20 months	UNDP	IUCN	Grants	25,000

EXPECTED OUTPUTS And baseline, associated indicators and annual targets	PLANNED ACTIVITIES List activity results and associated actions	Duration	RESPONSIBLE PARTY	PLANNED BUDGET		
				Funding Source	Budget Description	Amount \$
<b>Output 3: Enhance Governance</b> Baseline: No coordination with local government Indicators: co-management system set up Targets: By 1.5 years, CBOs at the target areas have formed its network in natural resources management	1. Activity Result - Local, district and provincial level policy advocacy	20 months	UNDP	IUCN	Grants	25,000
	2. Activity Result -Community-based networking	20 months	UNDP	IUCN	Grants	25,000
<b>Output 4 Capacity Building, Technical and Administrative Support</b>	1. Technical Support, Capacity Building and General Management Services	20 months	UNDP	IUCN	Project Activities, Travel, Reimbursement and F&A	68,860
	2. Full-time Administrative Support	20 months	UNDP	IUCN	Contractual Services	56,000
<b>TOTAL</b>						<b>274,860</b>

### 3) Attachment of Letter of Agreement (LOA) between UNDP and DMCR

#### ATTACHMENT

#### DESCRIPTION OF UNDP COUNTRY OFFICE SUPPORT SERVICES

1. Reference is made to consultations between officials of the **Department of Marine and Coastal Resources** (hereinafter referred to as "the Government") and officials of UNDP with respect to the provision of support services by the UNDP country office for the nationally-managed project on "**Mangroves for the Future/ Small Grants Facility, Phase 3**". UNDP and the Government hereby agree that the UNDP country office may provide such support services at the request of the Government through its institution designated in the Amendment to Project Document.
2. In accordance with the provisions of the letter of agreement signed on 17 November 2008 and the Amendment to Project Document, the UNDP country office shall provide support services for the project as described below:
3. Support services to be provided:

Support services	Duration for the provision of the support services	Cost to UNDP of providing such support services (where appropriate)
1. Provide the disbursement of funds for MFF/SGF activities	20 months	Grants (USD 150,000)
2. Provide Technical Support, Capacity Building and Monitoring and Evaluation Services	20 months	M&E (USD 15,000) Workshop (USD 15,000)
3. General Management Services	20 months	Facilities and Communication Support (USD 38,860)
4. Provide full-time administrative support	20 months	Contractual services individual (USD 56,000)

4. The Inclusive Green Growth and Sustainable Development of UNDP Thailand, together with the Management Support Services of the UNDP Bangkok Regional Hub, will be responsible for providing the support services as outlined above. Reimbursement of support services by UNDP Thailand in relation to activity implementation and/or delivery of outputs, which are beyond UNDP roles in general project oversight, monitoring, and reporting to donor(s), will be considered as project direct cost. The cost of these support services will be analyzed based on the actual time spent by UNDP Thailand staff and charged to the project accordingly.

The support services cost provided by the Management Support Services will be recorded to the project budget as per transaction, based on established UNDP policies.