



**Guidelines on Call for Proposals to Apply for Yellow Sea Grant Program under the UNDP/GEF
Yellow Sea Large Marine Ecosystem Phase II Project**

Reference: CFP_91007_2019_01



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Background

UNDP/GEF is providing assistance through UNOPS to countries bordering Yellow Sea in support of their efforts to address among others the increasing trends of depleting fishery stocks, loss of coastal wetland, land and sea-based pollution and implementation of the Yellow Sea Large Marine Ecosystem Strategic Action Programme (YSLME SAP) adopted by China and RO Korea with support of DPR Korea. One of the assistance programs to implement the YSLME SAP is the UNDP/GEF/UNOPS project entitled Implementing the Strategic Action Programme for the Yellow Sea Large Marine Ecosystem: Restoring Ecosystem Goods and Services and Consolidation of a Long-term Regional Environmental Governance Framework, or YSLME Phase II Project. The project was launched in July 2017 and will close on December 31, 2019.

The objective of this regional project is to achieve adaptive ecosystem-based management of the Yellow Sea Large Marine Ecosystem bordered by China, RO Korea and DPR Korea by fostering long-term sustainable institutional, policy and financial arrangements for effective ecosystem-based management of the Yellow Sea in accordance with the YSLME SAP.

There are four components in the YSLME II project:

1. Sustainable national and regional cooperation for ecosystem-based management.
2. Improved Ecosystem Carrying Capacity with respect to provisioning services (fishery, aquaculture).
3. Improved Ecosystem Carrying Capacity with respect to regulating and cultural services (pollution control, marine waste).
4. Improved Ecosystem Carrying Capacity with respect to supporting services(biodiversity).

The key outcomes sought are:

1. Establishment of a self-sustaining cooperative mechanism for ecosystem-based management.
2. Recovery of depleted fish stocks and improved mariculture production and quality.
3. Improved ecosystem health.
4. improved inter-sectoral coordination and mainstreaming of ecosystem-based management principles at the national level, maintenance of habitat areas, strengthened stakeholder participation in management and improved policy making.
5. Skills and capacity significantly developed for region-wide ecosystem-based management.

Figure 1: YSLME Phase II Project boundary



YSLME Phase II Project covers areas in the Yellow Sea Large Marine Ecosystem (YSLME) as defined in the transboundary diagnostic analysis (TDA) and SAP bounded (clockwise from north) by: a line drawn from Penglai (China) to Dalian (China); the Korean Peninsula and Jeju Island (ROK) and a line drawn from Jindo Island (ROK) to Chaguido (ROK); south coast of Penglai (China); and a line drawn from the north bank of the mouth of the Yangtze River (China) to the south-western coast of Jeju Island (ROK). Please refer to Figure 1 for details of the project boundary.

At the Second Meeting of the Interim YSLME Commission Council (Dalian, March 27-28), the Council members approved the establishment of the Yellow Sea Grant Program under the Project within the project duration to be implemented by UNOPS in accordance its regulations and rules.

Specific Objectives

YSLME Phase II Project launches the Yellow Sea Grant Program aiming to:

- 1) support eligible non-for-profit social welfare organizations, fisheries associations and societies, research institutes, colleges and universities to achieve enhanced awareness and on-the-ground impact of local actions to contribute to restoring the carrying capacity of ecosystem provisioning, regulatory, supporting and recreational services of the Yellow Sea;
- 2) develop the resource mobilization, organizational development and management capacity of non-for-profit social welfare organizations; and
- 3) through the YSLME platform, improve the overall capacity of the society for region-wide ecosystem-based management.

Geographical coverage of supported activities

The Yellow Sea Grant Program primarily support to activities in Dalian and Dandong of Liaoning province, Weihai of Shandong province, and Lianyungang and Nantong of Jiangsu province of PR China to synergize for coherent and bigger impact of a series of demonstration activities. For details of government-supported and other project -supported activities, please refer to profiles of the demonstration sites in the Annex III entitled “profiles of demonstration sites in UNDP/GEF Yellow Sea Large Marine Ecosystem Phase II Project”.

Activities to be conducted in areas beyond demonstration or beyond project boundary in PR China can also be supported if such activities can contribute to building and strengthening the ecological connectivity with demonstration areas, or such activities involve production of awareness raising materials, education materials and communication products. For example, activities to reduce threats to populations of spotted seals in Panjin and Dalian of Bohai Bay can be supported due to the migration nature of the species in Yellow Sea even if Panjin is outside of the project boundary. Likewise, activities to reduce threats to or monitoring of migratory populations of flagship species of YSLME such as spoon-billed sandpiper or black-faced spoonbills in areas outside the demonstration or even project boundary in PR China can also be supported.

Grant support scope, scale and funding cycles

Grant support scope, priority activities and indicative performance indicators

According to objectives and work requirements of YSLME Phase II Project, the Yellow Sea Grant Program will support activities falling under one or more of the priority activities of one or more of the six scopes below in line with the results framework on page 44-49 of the [UNDP/GEF YSLME Phase II Project Document](#):

1. Promote regional cooperation to achieve a sustainable cooperative mechanism for ecosystem-based management of the Yellow Sea Large Marine Ecosystem

<p>Priority activities to support:</p> <ul style="list-style-type: none"> • Build platform to promote regional cooperation and communication between public welfare organizations in China and RO Korea • Carry out capacity building activities to improve regional ecosystem-based management capacity • Promote the regional government related policies making or optimization through bilateral cooperation, making positive policy impact • Promote NGO and community-based organizations' cooperation between China and RO Korea • Support to develop future projects. 	<p>Indicative performance indicators:</p> <ul style="list-style-type: none"> • Number of visits to RO Korea by Chinese NGOs and number of visits made by NGOs from RO Korea to PR China, and number of persons; • Signed project memorandum of understanding or cooperation agreements promoted by project • Number of trainings organized and number of trainees participated • the number of new projects, amount and source of funding for new cooperation projects facilitated by the project • Media reports on project cooperation between China and RO Korea • Reports on new projects as a result of experience exchanges • Completed surveys, monitoring, proposals, ceremonies, training materials, etc.; • Other
<p>2. Protect coastal wetlands and coastal habitats for rare birds, spotted seal (<i>Phoca largha</i>) and spawning and nursery grounds of economic fish species:</p>	
<p>Priority activities to support:</p> <ul style="list-style-type: none"> • through effective action to protect Spoon-billed Sandpiper (<i>Eurynorhynchus pygmeus</i>), spotted seal (<i>Phoca largha</i>), black-faced spoonbill (<i>Platalea minor</i>) and other endangered birds and the spawning and nursery grounds of important economic fish species through eliminating the threat factors; • Areas will include but not limited to nature reserves in Weihai, Dandong, Dalian, Rudong, etc. • In response to impact of surrounding communities, mobilize communities to participate in conservation • Adopt effective methods to encourage civil society to participate in species conservation 	<p>Indicative performance indicators:</p> <ul style="list-style-type: none"> • The number of new bird watching stations • The number of bird watching activities, person-times and number of countries joining bird-watching • Completeness of bird watching records • Species identification ability of bird watching groups • Analysis report of human threat factors to endangered Spoon-billed Sandpiper (<i>Eurynorhynchus pygmeus</i>), spotted seal (<i>Phoca largha</i>) and spawning and nursery grounds of important economic fish species • Population recovery plan of Spoon-billed Sandpiper (<i>Eurynorhynchus pygmeus</i>), spotted seal (<i>Phoca largha</i>) and spawning and nursery grounds of important economic fish species • Population recovery plans to Spoon-billed Sandpiper (<i>Eurynorhynchus pygmeus</i>) and spotted seal (<i>Phoca largha</i>) • Number of special seminars and other similar activities to Spoon-billed Sandpiper (<i>Eurynorhynchus pygmeus</i>), spotted seal (<i>Phoca largha</i>) and spawning and nursery grounds of important economic fish species • Training programs to develop the capacity of management staff of protected areas for the above-mentioned species and species groups; • Proposal to designate an area with sufficient extent as genetic resource conservation areas for key spawning and nursery grounds of

	<p>important economic fish species such as small yellow croaker</p> <ul style="list-style-type: none"> • Number of Media reports on impact of protection actions • Community conservation agreements, initiatives, patrol teams, and community-involved media campaigns, ceremonies to promote protection Spoon-billed Sandpiper (<i>Eurynorhynchus pygmeus</i>) and spotted seal (<i>Phoca largha</i>) • Number of training for communities, compiled training materials etc. • Cash and non-cash incentive mechanisms to promote community participation protection; • Activities cooperated with enterprises and funded by enterprises in community cooperation, investigation and elimination threats by compensation
3. Reduce marine litter and microplastics:	
<p>Priority activities to support:</p> <ul style="list-style-type: none"> • Conduct research to provide advice to regional government to make or optimize related policies on prevention and control of waste management • Improve the public's understanding on marine litter and microplastics; • effectively reduce citizen's waste discharge through organized activities to strengthen public's participation in marine litter reduction. The focus is on the recovery and resource utilization of aquaculture garbage and fishing boat garbage; as well as the separation and resource utilization of land-source solid waste in particular plastics; • Innovative project which can promote renewable, recycle, the use of reusable resources. 	<p>Indicative performance indicators:</p> <ul style="list-style-type: none"> • Monitoring reports of status and trend of marine litter and microplastics • Garbage classification demonstration cooperation agreements signed with community organizations, neighbourhood management offices and other grass-roots management organizations • The number of communities involved in garbage classification for promoting waste resource utilization • The number and times of training on garbage classification in residential areas • Long-term cooperation agreements with the resources re-user or other recyclers • Communication products of elimination of marine litter • Reports on community involvement in garbage classification in influential media • communication products on garbage classification, aquaculture garbage, threats of fishing boat garbage, participation guidance and incentive mechanisms • Cooperation agreement with aquaculture enterprise and fishery administration departments on marine garbage reduction • Planned media campaigns and ceremonies on reducing aquaculture garbage, garbage classification and fishing boat garbage • Others
4. Recover depleted fish stocks, improve mari-culture, promote integrated multi-trophic aquaculture, and improve the quality and income of aquaculture practionners:	

<p>Supporting activities:</p> <ul style="list-style-type: none"> • Promote the related mariculture enterprise cooperation between China and Ro Korea, carry out research on the IMTA; • Carry out related activities with respect to regional fish stocks conservation • Improve the capacity of fishermen community on fish stocks conservation • Involve community participation, especially focusing on women's participation 	<p>Indicative performance indicators:</p> <ul style="list-style-type: none"> • Mariculture enterprise alliance bylaws and organization arrangement in Shandong Province, Weihai, Rongcheng on integrated multi-trophic aquaculture (IMTA) • The number of IMTA trainings, enterprise numbers and number of people • The number of people participating in aquaculture enterprise seminars, the numbers and times of participation by enterprises • The annual plan and funding scheme of enterprise alliance and the acceptance of its members • Enterprise alliance initiatives • Enterprise's publicity materials • The number of overseas and domestic study visits and the number of participants including women of alliance members • Reports in influential media on enterprise alliance; • Planned media publicity activities and ceremonies; • Other
<p>5. Support sustainable livelihood and reemployment projects for fishermen joining the fishing vessel buy-back scheme:</p>	
<p>Priority activities to support:</p> <ul style="list-style-type: none"> • Providing skills training for fishermen on recreation fishing and reemployment etc. • Providing relevant industry skills training, marketing and loan consulting service etc. for fishermen who operate independently • Organize fishermen involved in recruitment etc. • Provide health care and minimum living standards guarantee etc. compensation for extremely poor fishermen family 	<p>Indicative performance indicators:</p> <ul style="list-style-type: none"> • The number of beneficiaries; • The amount of grant; • The number of people and industries receiving trainings; • The number of people with successful reemployment; • Number of successfully self-employed individual operators
<p>6. Through strengthening the public education and project publicity, promote and expand YSLME project results, and play a positive role in conservation for yellow sea large marine ecosystem in a larger scope and more long time:</p>	
<p>Priority activities to support:</p> <ul style="list-style-type: none"> • Experts TV interviews on related issue; • To mobilize young volunteers to participate in marine garbage, endangered species protection etc. issue' public welfare outreach and interactive activities; • TV advertising video; • Experts education activities into the community and campus; • To organize primary and middle school students to visit waste materials recycling company, integrated multi-trophic aquaculture 	<p>Indicative performance indicators:</p> <ul style="list-style-type: none"> • The number, format and topics covered by media • The number of communication products and its audience • The times, the number of participants and covered topics of public welfare outreach activities • The numbers of media coverage of relevant events • Changes or trends of the public awareness on marine garbage, endangered migratory species,

enterprises, bird watching, nature reserve visits and other activities; • Women' participation	healthy aquaculture and the cooperation of yellow sea large marine system
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Grant Scale

A single project can be granted in the amount of at least US \$30,000 with a maximum of US \$100,000.

Grant Cycle

The program can support projects that will last for at least six months or longer depending the design and complexity in implementation but must be completed by November 30, 2019.

Grant management and use scope

Grant Management

Funds for the grant program are from UNDP/GEF YSLME Phase II Project and will be managed by UNOPS with support of Project Management Office based in Incheon, RO Korea.

Eligible costs

The costs that can be reimbursed by the grant may include:

- Manpower for experts or personnel labour
- Training, Seminar, workshops etc.,
- Subsidies to fishermen;
- survey;
- Travel and lodging and meal during travel
- Contracts to purchase goods or service
- Outreach and knowledge Products (including writing, printing brochures, establishing database, publish research report etc.,)
- Project monitor and evaluation (including baseline survey, on-site inspections, data collection, meetings, discussions etc.,)
- Project administrative expenses (not more than 10%)

Special consideration on grant use

- The administrative expense cannot exceed 10% of the total grant.
- Grantees can reallocate up to 50 percent between budget lines without requiring UNOPS approval, while any amount beyond that needs written approval. Overall the grant budget cannot be exceeded unless a new award is signed.

Eligibility of applicant

To be eligible for award of grant under the Yellow Sea Grant Program, the applicant must be:

- a) an organization of any of the following types that can legally operate in mainland PR China:
 - Non-profit social welfare organizations (NGOs)
 - research institutes
 - colleges and universities
 - fisheries industry associations or societies

- b) With track record of environmental education, awareness raising, networking of volunteers or in reduction or removal of threats to coastal and marine environment, research and studies in marine environment; and
- c) Financially robust and without deficit at the end fiscal year 2018 supported by a balance sheet, or financial statement or latest audit results;

In addition to the above eligibility requirements, applicants with the following qualifications will be given priority consideration:

- A joint proposal from a consortium of national and international organizations addressing transboundary environmental issues
- At least five years of operation in the practice areas;
- co-financing, in kind or in cash, from the applicant or other partners;
- project design includes enhancing civil society capacity and promoting local community participation, such as participation in the process of policy consultation, to participation in knowledge's creation, obtain and use, to participation in discussion, planning and policies formulation of local government and national government on environmental and sustainable development
- Project can leverage other resources, establish partnership with local government, enterprises, research institute and media etc., wide range of stakeholders, initiate more groups to concern project activities, enlarge the impact of YSLME SAP;
- Project design contains specific attention to women, youth and local people's participation, improving their participation and leadership;
- With record of operation in Yellow Sea, including Liaoning, Shandong and Jiangsu Provinces;
- Project can achieve comprehensive target which include environmental protection, sustainable livelihoods and community empowerment.

Evaluation process

In line with UNOPS evaluation principles of fairness, transparency and integrity, independent Grant Evaluation and Selection Committees will be established in accordance with subject areas responsible to review proposals and recommend for the Grantee selection. The review is based on the criteria outlined in the "review criteria" in the following section and includes an assessment of the grant proposal's formal, technical and financial aspects.

The Committees will select the most technically compliant proposals that respond to one or more of the six support scopes. Any non-compliant proposal may automatically be eliminated from the evaluation process.

Submission and review

General Instructions for Proposal Submission

- **How to submit?**
Fill out the Expression of Interest form, prepare the Grantee Application Form using the attached template, attach necessary supporting documents (including a balance sheet, or financial statement or latest audit results, and documentation to demonstrate your organization can legally operate and conduct the proposed activities in PR China, business licenses, etc) and send by email to the designated account.
- **When to submit?**
Deadline: by 23:59, Copenhagen, Denmark Time on February 1, 2019

- **Where to submit?**

All application materials should be submitted in pdf format to the email address of bids.iwc@unops.org

For inquiries, please contact Ms. Weijia CHEN via email <weijiaC@unops.org> or by phone, or visit PMO. The contacts of YSLME PMO are as follows:

Office Address: 5th floor, G-Tower, 175 Art center-daero, Yeonsu-gu, Incheon 22004,
Republic of Korea
Tel: +82 (0)70 4161 2241
fax: +82 (0)70 9157 4898
website: www.yellowseapartnership.org

Review criteria

The proposal received before the deadline will be reviewed by UNOPS based on following criteria:

Criterion	Score Scale	Score	Comments/Advice on how to improve
Are the proposed activities to be implemented entirely in YSLME project demonstration sites or primarily implemented in YSLME demonstration sites?		Yes or No (please specify if answer is No)	
Relevance of action			
How relevant is the proposal to objectives and priorities of this call for proposals?	0-8		
Does the proposal contain specific added-value elements: to concern women, youth, local communities and other target groups	0-3		
In total	11		
Design of actions			
How is the overall design of the proposal regarding issues identified and responses and relevance to desired results of the call for proposal?	0-10		
Does the proposal contain objective and verifiable indicators for objective, outputs and project activities with innovative ideas?	0-10		
Does the proposal contain international partners to promote regional cooperation and collaborative activities in any area specified in any of the six Scopes of the Grant Program?	0-6		
How the stakeholders are engaged?	0-5		
In total	31		
Applicant capacity			

Does the applicant have good internal control policy to ensure the project quality and control risk?		Yes or no	
Strengths of project management experience of applicant, and experience with international projects	0-6		
Team leader and core member's capacity	0-13		
In total	19		
Sustainability of action			
Is the project likely to have multiplier effects? (Ecological, social and policy etc.)	0-5		
Can the project results be scaled up and replicated?	0-5		
How about the sustainability plan of project? If this plan is feasible?	0-5		
In total	15		
Budget and cost-effectiveness of action etc., financial factor			
Are the activities appropriately budgeted and categories eligible for support?	0-8		
Is the project cost-effective?	0-8		
Do the applicant provide adequate matching fund to grant?	0-8		
In total	24		
TOTAL	100		

UNOPS Grant Support Agreement

The UNOPS Standard Grant Support Agreement (GSA) as annexed will be used. The GSA constitutes an integral part of this CFP as it is mandatory to accept this agreement with its conditions before submitting a proposal.

Grantee Application template

If your organization is interested in submitting a grant proposal in response to this guidelines for CFP, please kindly prepare a short 'Expression of Interest' statement (below), complete the Grantee Application using the attached template, attach relevant supporting documents, and send the application package to the designated email account before the deadline.

My organization _____ is hereby formally interested in the advertised grant program/component and will submit a proposal within the established timeframe.	
Authorized signature or stamp:	_____
Name of person:	_____
Title:	_____
Date:	_____
Email:	_____

Annex I: Grantee Application Template

I. Project General Information

Project Title			
Proponent (in the case of a consortium, please list all partners and indicate the principle applicant)			
Proposed Project Period (from 6 months up to November 30, 2019)			
Proposed grant amount (minimum USD 30,000 but not exceeding USD 100,000)			
Matching fund Amount and Sources (if any)	Matching Fund amount and sources	In cash (currency)	In kind (currency)
	1,		
	2,		
	3,		
Total Project Budget (USD)			
Relevance of proposal to the SLME Phase II Project	Scope (Tick one or more that the project seeks to respond logically and coherently)		
	<input type="checkbox"/>	1. Promote regional cooperation to achieve a sustainable cooperative mechanism for ecosystem-based management of the Yellow Sea Large Marine Ecosystem	
	<input type="checkbox"/>	2. Protect coastal wetlands and coastal habitats for rare birds, spotted seal (<i>Phoca largha</i>) and spawning and nursery grounds of economic fish species	
	<input type="checkbox"/>	3. Reduce marine litter and microplastics:	
	<input type="checkbox"/>	4. Recovery of depleted fish stocks, improve mariculture, promote integrated multi-trophic aquaculture, and improve the quality and income of aquaculture practitioners	
	<input type="checkbox"/>	5. Support sustainable livelihood and reemployment projects for fishermen joining the fishing vessel buy-back scheme	
	<input type="checkbox"/>	6. Through strengthening the public education and project publicity to promote and expand YSLME project results, and play a	

		positive role in conservation for yellow sea large marine ecosystem in a larger scope and more long time
Application Date		
Project contact person		
Mobile Phone		
Land Phone		
Fax		
E-mail		
Team leader, key team members and their roles (please list name, title and main project responsibilities. Attach a separate sheet if necessary)		

II. Proponent General Information (please prepare separate information sheet for each partner in the case of the consortium)

Proponent (please indicate principal applicant)	
Organization Registration No.	
Date of registration and country of registration	
Organization Legal Classification （Please choose）	1. Non-profit Entity; 2. Fishery industry association or society, 3. Academic institutions; 4, Others
Address	
Phone	
Organization Website	

Number of members	Full Time: Part Time		
Total Budget for most recent fiscal years			
Business Scope			
Please list experiences of your organization relevant to the proposed organizations			
Has the organization received grants from other organizations? If so, please provide details of the 3 most recent awards including name of grantor, source of funds, amount	Project Title	Grant Amount	Grantor/Donor
Does your organization have a written accounting policies and procedures manual?	Yes No		
Is your accounting system an automated double-entry system?	Yes No		
Are the majority of payments to vendors/suppliers made in cash?	Yes No		
Does your organization have regular external audits which you contract and pay for?	Yes No		
Bank information:	Bank Name:		
	Account Name:		
	Bank Account:		

III. Project justification

Project Location	<i>Brief description the areas (province, city, county, township, village, neighborhood, etc) the project activities will take place. Include map if possible.</i>
Issues to be addressed	<i>Please analyze the environmental and social economic issues and major problems related with the project areas chosen, magnitude of these issues, baseline information, etc.</i>
Measures and Methods	<i>What methods or measures are planned to solve above problem or meet the needs in current situation analysis part.</i>

Anticipated Results/outcome and performance indicators	<i>Brief description the project expected results or outcomes. For example, improved local people's livelihoods,</i>
Project Stakeholders	<i>Brief analysis of stakeholders, roles in the project and participation plan. For example, description of how communities or household participate, etc.</i>
Collaboration with partners	<i>In the case of a consortium, please elaborate the collaboration mechanism, including financial, technical, management, roles of collaborating partners, etc</i>

IV. Project Objectives and Outputs

Project Goal, Objectives and Outputs

Project Goal	
Objective 1 :	
Indicator	
Output :	
Activity	
Objective 2 :	
Indicator	
Output :	
Activity	
Objective 3 :	
Indicator	
Output :	

Activity	
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Please add more Objective, Indicator, Output and Activity lines as needed

V. Total Project Budget

Category of Expenses		Total costs (currency)*	Requested Grant Amount (currency)	Budget Description for matching fund and requested grant (as specific as possible)
1、 Budget for activities (≥ 90%)				
Manpower/labor				
Meeting and special events etc				
Subsidies				
Survey				
Outsourcing (contracts)				
Others	Travel/lodging/meal			
	Outreach and knowledge			
	Products			
Project monitoring and evaluation				
Administrative costs				
Others (please specify)				
Subtotal (1)				
2、 Project management budget (< 10%)				
(Please specify)				
(Please specify)				
Subtotal (2)				
Total (1) + (2)				

- Please indicate the currency to request from UNOPS, either in CNY, USD or KRW.

Fill in the figures in the currency to receive from UNOPS according to actual needs. If there is no expected expense in some categories, leave the columns blank. If there are other expenses beyond these categories, please adjust this table accordingly and specify.

VI. Budget plan (grant only)

Category of Expense	Months 1-2 (currency)	Months 3-4 (currency)	Months 5-6 (currency)	Months 7-8 (currency)	Total (currency)	Percentage of GEF grant against the total costs
Manpower/labor						

Meeting and Special events etc.							
Subsidies							
survey							
Outsourcing (Contracts)							
Others	Travel/lodging/meal						
	Outreach and knowledge Products						
Project monitoring and evaluation							
Administrative costs							
Others							
Total							

VII. Other considerations of the proposed project

Plan to communication and Knowledge Management	<i>Describe how you plan to capture, share and disseminate the knowledge, lessons learned and good practices.</i>
Plan to ensure participation of women, youth and indigenous people	<i>Describe how the project takes into consideration the roles and needs of women, youth and indigenous people, and how this project will enhance their capacities and empower them to bring benefits to this project.</i>

VIII. Project Quality and Risk Control

Problems and issues are common in any project implementation. These risk factors should include both internal factors and external factors. Would there be any which are discernible to emerge during project duration? If so, please give a brief solution/prevention to minimize the risk.

IX. Implementation and Monitoring Plan

Project No:			Project Name:												
Name of Grant Recipient:															
Brief description of General Objective of Grant:															
												Project Start and End Dates:			
Brief Description of Specific Objective No 1:															
List the activities necessary to fulfil this objective. Indicate who is responsible for each activity and an indicator of activity accomplishment.										Duration of Activity in Months					
Activity	Responsible Party	Indicator	1	2	3	4	5	6	7	8					
1.1															
1.2															
1.3															
1.4															
Brief Description of Specific Objective No 2:															
List the activities necessary to fulfil this objective. Indicate who is responsible for each activity and an indicator of activity accomplishment.										Duration of Activity in Months					
Activity	Responsible Party	Indicator	1	2	3	4	5	6	7	8					
2.1															
2.2															
2.3															
2.4															
Indicate Person responsible for Monitoring and milestone reports:										Monitoring Frequency / Reporting					
Monitoring and Record keeping															
Milestone Reports															

Monitoring Plan and Indicators

This section should contain an explanation of the plan for monitoring and evaluating the grant project in less than two pages in length, both during its implementation (formative) and at completion (summative). Suggested key issues to be addressed are:

- How the performance of the grant activities will be tracked in terms of achievement of the steps and milestones set forth in the Implementation Plan
- How the impact of the project will be assessed in terms of achieving the project's objective/s
- How any mid-course correction and adjustment of the design and plans will be facilitated on the basis of feedback received
- How the participation of community members in the monitoring and evaluation processes will be achieved.

Propose specific and measurable indicators relating to project performance and impact which can form the basis for monitoring and evaluation. These indicators will be refined, and will form an important part of the grant agreement between the proposing organization and UNOPS.

Annex II: Grant Support Agreement

IN SUPPORT OF

[Insert short grant activity or project title]

GRANTEE NAME:

GRANT NUMBER: .../.../...../.../...

This Grant Support Agreement (hereinafter referred to as “Agreement”) is made between the United Nations Office for Project Services (hereinafter referred to as “UNOPS”) and [insert Grantee’s name and address] (hereinafter referred to as “Grantee”).

WHEREAS UNOPS desires to provide grant support to the Grantee in the context of the implementation of [insert short grant activity or primary project/programme description] (hereinafter referred to as the “Activity”), as more specifically described in Annex A, on the terms and conditions hereinafter set forth, and

WHEREAS the Grantee is ready and willing to accept such funds from UNOPS for the above-mentioned activities on the terms and conditions as herein set forth.

NOW, THEREFORE, the Grantee and UNOPS agree as follows:

1. Agreement Documents

1.1 The following documents attached hereto shall be deemed to form an integral part of this Agreement in the following order of precedence:

- i. This agreement
- ii. Annex A: Terms of Reference
- iii. Annex B: Grant Budget
- iv. Annex C: Reporting
- v. Annex D: UNOPS General Conditions for Grant Support Agreements

1.2 This Agreement and the Annexes attached hereto shall form the entire Agreement between the Grantee and UNOPS, superseding the contents of any other negotiations and/or agreements, whether oral or in writing, pertaining to the subject of this Agreement.

2. Purpose of the Agreement

2.1 The purpose of this Agreement is to provide support for the Activity being [insert short grant activity description] in [insert country] as described in Annex A (the Terms of Reference). None of the funds provided pursuant to this Agreement may be used for any purposes other than those expressly set forth in Annex A.

2.2 Grant support is being provided to the Grantee on the condition that the action is implemented, and the funds are administered by the Grantee, in accordance with this Agreement.

3. Duration of this Agreement

3.1 This Agreement is effective and funds are granted by UNOPS as of [insert start date] or the date of the last signature below, whichever is the later.

3.2 Funds granted hereunder are available for program expenditures for the estimated period from the effective date specified in Clause 3.1 above to [insert end date].

4. Role of the Grantee

4.1 The Grantee shall:

- a. Have full responsibility for ensuring that the Activity is implemented in accordance with the Agreement
- b. Be responsible, in the event of financial review, audit or evaluation for providing the necessary accounting documents
- c. Be responsible for providing all documents and information to UNOPS which may be required under the relevant payment requests
- d. Make the arrangements for providing the financial status documentation and financial guarantee, when requested
- e. Ensure professional management of the Activity, including performance monitoring and reporting activities.

5. Grant Amount and Payments

5.1 UNOPS hereby grants to the Grantee the total amount of USD [insert US Dollar amount in figures and words] as shown in the Budget in Annex B.

5.2 Payments to the Grantee shall be made in accordance with the following schedule upon the submission by the Grantee of appropriate milestone reports along with payment requests, subject to the Grantee's continued performance of its obligations under this Agreement:¹

¹ Any advance payment made under the Agreement totalling more than USD30,000 of the total Grant Amount be conditional on the provision of a justification and subsequent approval by UNOPS. Moreover, following the receipt of such exceptional justification, UNOPS may, at its own discretion, further request the Grantee to submit documentation regarding its financial status together with

[Note: Delete or insert milestones as required, but be sure to include the complete payment schedule with all milestones/payments that cover the entire term of the Grant Support Agreement.]

Milestone 1: [insert us dollar amount in figures and words], upon signature of this Agreement by both parties.

Milestone 2: [insert us dollar amount in figures and words], upon certification by UNOPS of receipt and acceptance of the first milestone report and interim financial report on the use of Grant funds by [insert date in month-year format].

Milestone 3: [insert us dollar amount in figures and words], upon certification by UNOPS of receipt and acceptance of the second milestone report and interim financial report on the use of Grant funds by [insert date in month-year format].

Milestone 4: [insert us dollar amount in figures and words], upon certification by UNOPS of receipt and acceptance of the third milestone report and interim financial report on the use of Grant funds by [insert date in month-year format].

Milestone ...: [insert us dollar amount in figures and words], upon certification by UNOPS of receipt and acceptance of the final milestone summary report and final financial report on the use of Grant funds by the date specified in Clause 6.2.

5.3 Choose one of the following two clause options. Option A deals with the situation where the Grantee has a bank account. Option B deals with the situation where the Grantee has no bank account. Please delete the clause which is not relevant.

Option A:

All payments to the Grantee shall be in US dollars, and shall be deposited into the Grantee's bank account in accordance with the ATLAS vendor profile form completed and submitted by the Grantee to UNOPS.

or

reasonable cash flow estimates. Any advance payment exceeding USD250,000 shall be conditional on a financial guarantee of an amount equivalent to the advance payment.

Option B:

All amounts in this Clause 5 are expressed in US dollars but shall be paid to the **Grantee** in local currency, calculated by reference to the UN rate of exchange as at the month and year of the payment. Payment amounts shall be paid in accordance with the payment schedule set out in Clause 5.2 by cheque to the representative of **the Grantee** authorized in writing by **the Grantee** to accept such payment on its behalf.

- 5.4 The amount of payment of such Grant funds is not subject to any adjustment or revision because of price or currency fluctuations or the actual costs incurred by the **Grantee** in the performance of the activities under this Agreement.
- 5.5 Grant funds can be shifted between budget lines up to 10 percent of total grant value. The **Grantee** must secure written approval by UNOPS to shift funds between budget lines exceeding 10 percent of the total grant value.

6. Reporting and Evaluation

- 6.1 The Grantee shall submit to the following milestone reports during the life of this Agreement in the formats provided in Annex C, and in line with the above Payment Schedule (as per Clause 5.2):
- (a) To UNOPS, financial reports on the use of Grant funds [insert frequency, e.g. six months]; and
 - (b) To [insert as applicable: UNOPS or funding source/client], milestone narrative reports every [insert frequency].
- 6.2 Within 90 (ninety) calendar days of the end date specified in Clause 3.2 above, the Grantee shall submit the following reports in the formats provided in Annex C:
- (a) To UNOPS, a final financial report on the use of Grant funds²; and
 - (b) To [insert as applicable: UNOPS or funding source/client], the final narrative milestone summary report.
- 6.3 Failure to submit the reports specified in clause 5.2 without due cause shall constitute a failure to fulfil a substantial obligation of this Agreement, in accordance with Article 16 of the General Conditions.
- 6.4 The Grantee shall be deemed discharged from its obligation under this Agreement only upon the receipt and acceptance of the reports referred to in clause 5.2 and the return of any unspent funds in accordance with this Agreement.

7. Special Conditions

- 7.1 [list derogations to the General Conditions, or state 'None applicable']

² For total grants above US\$ 50,000 a certified final financial report is required.

ANNEX A

TERMS OF REFERENCE:

Description and scope of grant activity/project

[Note for draft: Please include brief description of the selected proposal or a simple concept note³ by the grantee]

³ The grant concept can be used for smaller grant support activities (below US\$ 50,000) often with small capacity community groups.

Annex B

GRANT BUDGET

[Note for draft: Please include simple cost breakdown of the selected proposal or simple concept note⁴ by the grantee. Fund can be shifted between budget lines only up to 10 percent of total grant value]

⁴ The grant concept along with basic cost breakdown can be used for smaller grant support activities (below US\$ 50,000) often with limited capacity community groups.

Annex C

REPORTING

[Note for draft: If possible, include accepted UNOPS sample formats as agreed with grantee]

D.1 Milestone report / final milestone summary report (narrative)

D2. Financial report (on the use of grant funds)

D.3 Final financial report (on the use of grant funds)

GENERAL CONDITIONS FOR GRANT SUPPORT AGREEMENTS**1. Liability and General Obligations of Grantee**

- 1.1 The Grantee shall be responsible for complying with any legal obligations incumbent on them.
- 1.2 The Grantee shall carry out all activities for which it is responsible under this Agreement with due diligence and efficiency.
- 1.3 UNOPS shall not, under any circumstances or any grounds, be held liable in the event of a claim under the Agreement relating to any damage caused during the Activity's execution.
- 1.4 The Grantees shall make good any damage sustained by UNOPS as a result of the execution or faulty execution of the Activity.
- 1.5 Subject to the express terms of this Agreement, it is understood that the Grantee shall have exclusive control over the administration and implementation of this Agreement and that UNOPS shall not interfere in the exercise of such control. However, both the quality of the Grantee's work and the progress being made toward successfully achieving the goals of such activities shall be subject to review by UNOPS. If at any time UNOPS is not satisfied with the quality of work or the progress being made toward achieving such goals, UNOPS may in its discretion (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 Grantee; and/or (iii) seek any other remedy as may be necessary. UNOPS' 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 Grantee insofar as further payments by UNOPS are concerned.
- 1.6 UNOPS undertakes no responsibilities in respect of life, health, accident, travel or any other insurance coverage for any person who 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 the Grantee.
- 1.7 The rights and obligations of the Grantee are limited to the terms and conditions of this Agreement. Accordingly, the Grantee 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.

2. Intellectual Property Rights

- 2.1 All intellectual property rights, including but not limited to maps, drawings, photographs, mosaics, plans, manuscripts, records, reports, recommendations, estimates, documents, images, sounds and other materials, except pre-existing materials, publicly or privately owned, collected, created, developed or prepared as a consequence of or in the course of the performance of this Activity, shall become the sole property of the Funding Source, unless otherwise stipulated in the Project Agreement.
- 2.2 The Grantee shall hold harmless and fully indemnify UNOPS from and against all claims and proceedings for infringement of any patent rights, design trademark or name or other protected rights resulting from Grantee's performance.

3. Confidentiality

- 3.1 UNOPS and the Grantee undertake to preserve the confidentiality of any document, information or other material directly related to the Activity that is deemed or classified as confidential, where disclosure could cause prejudice to the other party.

4. Allowable Costs

- 4.1 The Grantee shall be reimbursed for costs incurred in carrying out the purposes of this Agreement which are determined by UNOPS to be reasonable, allocable, and allowable in accordance with the terms of this Agreement. The following definitions of what may be considered as reasonable, allocable, and allowable costs apply:
- (a) Reasonable: shall mean those costs which are generally recognized as ordinary and necessary and would be incurred by a prudent person in the conduct of normal business.
 - (b) Allocable costs: shall mean those costs which are incurred specifically in connection to the Agreement, and are provided in the estimated budget at Annex C.
 - (c) Allowable costs: shall mean those costs which conform to any limitations in the Agreement.
- 4.2 The eligible costs must be incurred during the period of the Activity, specified in Article 3 of the Agreement and recorded in the Grantee's accounts in accordance with accepted accounting procedures.
- 4.3 Prior to incurring a questionable or unique cost, the Grantee shall obtain UNOPS's written determination on whether the cost will be allowable.
- 4.4 It is UNOPS policy that no funds shall be paid as profit or fee to a Grantee under this Agreement or any sub-Grantee. This restriction does not apply to contractual relationships entered into by the Grantee under this Agreement.

5. Accounting, Audit and Records

- 5.1 The Grantee undertakes to provide any detailed information requested by UNOPS to verify that the Activity and the provisions of the Agreement are being properly implemented.
- 5.2 The Grantee shall maintain all financial records, supporting documents, statistical records and all other records pertinent to this Agreement in accordance with generally accepted accounting principles [or applicable national legislation] to sufficiently substantiate charges to this Agreement. Accounting records that are supported by documentation will as a minimum be adequate to verify all costs incurred under the Agreement, receipt, and use of goods and services acquired under the Agreement, the costs of the program supplied from other sources, and the overall progress of the program. Unless otherwise notified, the Grantee's records and sub-Grantee records which pertain to this Agreement shall be retained for a period of seven years from the date of submission of the final financial report and may be audited by UNOPS and/or its representatives.
- 5.3 The Grantee shall furnish, compile and make available at all times to UNOPS any records or information, oral or written, which UNOPS may reasonably request in respect of the funds received by the Grantee.

- 5.4 UNOPS shall retain the right to conduct a financial review, require an audit, or otherwise ensure adequate accountability of organizations expending UNOPS funds.
- 5.5 The Grantee shall allow UNOPS staff and outside personnel (including third party entities engaged by UNOPS) the appropriate right of access to sites and premises of the Activity, and to all records and information required in order to conduct a financial review or audit.
- 5.6 This provision in its entirety shall be incorporated into all sub-grants to eligible sub-Grantees which exceed USD 30,000. Sub-grants to eligible sub-Grantees which are for more than USD 2,500 but less than USD 30,000 shall at a minimum incorporate Article 5.2 of this provision.

6. Bank accounts, Payment Advances and Refunds

- 6.1 The Grantee shall maintain advances of UNOPS funds in dedicated and separate accounts to the Grantee's ordinary funds. Such accounts must be interest bearing, unless:
 - (a) The Grantee receives less than \$100,000 in UNOPS awards per year;
 - (b) The best reasonably available interest bearing account would not be expected to earn interest in excess of \$250 per year on UNOPS cash balances; or
 - (c) The depository would require an average or minimum balance so high that it would not be practical to maintain the advance in an interest bearing account.
- 6.2 Interest earned on advances will be remitted to UNOPS. However, the Grantee may retain up to \$250 of interest earnings per account per year, for administrative expenses.
- 6.3 At the time the Agreement expires or is terminated, the following types of funds shall immediately revert to UNOPS:
 - (a) Any balance of funds that has not been disbursed to the Grantee; or
 - (b) UNOPS has advanced funds to the Grantee, but the Grantee has not expended them.
- 6.4 Notwithstanding 6.3 (a) and (b) above, funds which the Grantee has obligated in legally binding transactions applicable to this Agreement will not revert to UNOPS.
- 6.5 UNOPS reserves the right to require refund by the Grantee of any amount which the Grantee did not spend in accordance with the terms and conditions of this Agreement. In the event that a final audit has not been performed prior to the closeout of this Agreement, UNOPS retains the right to a refund until all claims which may result from the final audit have been resolved between UNOPS and the Grantee.
- 6.6 The Grantee acknowledges that UNOPS and its representatives have made no actual or implied promise of funding except for the amounts specified by this Agreement. If any of the funds are returned to UNOPS or if this Agreement is rescinded, the Grantee acknowledges that UNOPS will have no further obligation to the Grantee as a result of such return or rescission.

7. Revision of Agreement Budget

- 7.1 The approved Agreement budget is the financial expression of the Grantee's programme as approved during the award of the Agreement process.
- 7.2 The Grantee is required to report, in writing, deviations from budget and programme plans, and request prior approvals from UNOPS for any of the following reasons:
 - (a) To change the scope or the objectives of the programme and/or revise the funding allocated among project objectives.

- (b) To change a key person where specified in the Agreement, or allow a 25% reduction in time devoted to the project.
 - (c) Additional funding is needed.
 - (d) Where indirect costs have been authorized, the Grantee plans to transfer funds budgeted for indirect costs to absorb increases in direct costs or vice versa.
 - (e) The Grantee intends to contract or sub-grant any of the work under this Agreement, and such contracts or sub-grants were not included in the approved Agreement budget.
- 7.3 The Grantee is further restricted from transferring funds among cost categories. The Grantee is required to get the prior approval of UNOPS before making budget shifts which expect to exceed 50 % of the total Grant budget.
- 7.4 UNOPS is under no obligation to reimburse the Grantee for costs incurred in excess of the total grant amount specified in this Agreement. An increase to the total grant amount shall require an amendment to the Agreement in writing.
- 7.5 The total grant amount under this Agreement is not subject to any adjustment or revision because of price or currency fluctuations or the actual costs incurred by the Grantee in the performance of the activities under this Agreement.

8. Procurement of Goods and Services

- 8.1 Where implementation of the Activity requires the award of procurement contracts, the Grantee shall maintain a written code or standards of conduct that shall govern the performance of its employees engaged in the awarding and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by UNOPS funds if a real or apparent conflict of interest would be involved. Such conflict would arise when the employee, officer or agent, or any member of the employee's immediate family, the employee's partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the Grantee shall neither solicit nor accept gratuities, favours, or anything of monetary value from contractors or parties to sub-agreements. However, the Grantee may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Grantee.
- 8.2 The Grantee shall establish written procurement procedures if procurement of goods or services in excess of USD 2,500 is envisaged under this Agreement. All procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, transparent, open and free competition and the use of resources in an ethical, efficient and effective manner. The Grantee shall be alert to organizational conflicts of interest as well as non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, invitations for bids, and/or requests for proposals shall be excluded from competing for such procurements. Contracts shall be made to the offeror whose offer is responsive to the solicitation and is most advantageous to the Grantee, price, quality, and other factors considered. Solicitations shall clearly establish all requirements that the bidder or offeror shall fulfil in order to be evaluated by the Grantee. Any and all offers may be rejected when it is in the Grantee's interest to do so.

- 8.3 Contracts shall be made only with responsible contractors who possess the potential ability to perform successfully under the terms and conditions of the proposed procurement. Consideration shall be given to such matters as contractor integrity, record of past performance, financial and technical resources, or accessibility to other necessary resources.
- 8.4 Grantees shall ensure that the conditions applicable under these General Conditions are also applicable to the contractor.

9. Sub-Grant Agreements

- 9.1 Sub-grant agreements shall be made only with responsible Grantees who possess the potential ability to perform successfully under the terms and conditions of a proposed agreement. Consideration shall be given to such matters as integrity, record of past performance, financial and technical resources, or accessibility to other necessary resources.
- 9.2 All sub-grant agreements shall at a minimum contain provisions to define a sound and complete agreement in addition to those that are specifically required by any other provisions in this Agreement. Whenever a provision within this Agreement is required to be inserted in a sub-agreement, the Grantee shall insert a statement in the sub-agreement that in all instances where UNOPS is mentioned, the Grantee's name will be substituted.
- 9.3 Grantees shall ensure that the conditions applicable under these General Conditions are also applicable to the sub-grantees.

10. Third Party Claims

The Grantee shall be solely liable for claims by third parties arising from the Grantee's acts or omissions in the course of performing this Agreement and under no circumstances shall UNOPS be held liable for such claims by third parties. The Grantee shall indemnify, defend, save and hold UNOPS harmless in respect of such claims. This indemnity shall survive the termination or expiration of the Agreement.

11. Non-expendable equipment

- 11.1 Title to all non-expendable equipment purchased with project funds supplied by UNOPS shall be the property of the Funding Source.
- 11.2 The Grantee shall maintain records of non-expendable equipment with an acquisition value of USD 500 or more purchased with project funds supplied by UNOPS. The Grantee will submit an inventory of such equipment to UNOPS, indicating description, serial no., date of purchase, original cost, present condition, location of each item attached to each half yearly milestone report. Equipment purchased by the Grantee with funds supplied by UNOPS shall be used solely for the purposes indicated in Annex B throughout the duration of this Agreement.
- 11.3 Within 90 calendar days after the end of the Agreement, the Grantee will provide a list, for UNOPS' review and approval, of each item that has an acquisition value of USD 500 or more, with a corresponding detailed proposal relating to the future status of that item, namely whether it is intended for sale, transfer or donation, Where the Grantee sells the property, or item, it will transfer the proceeds of the sale to UNOPS within 30 calendar days.

12. Anti-corruption

- 12.1 The Grantee warrants that it has not and shall not offer any direct or indirect benefit arising from or related to the performance of this Agreement or the award thereof to any representative, official, employee, or other agent of UNOPS or any organization of the UN system.
- 12.2 The Parties declare their commitment to counteract corrupt practices in the execution of this Agreement. Further, the Parties commit themselves not to accept, either directly or indirectly, as an inducement or reward in relation to the execution of this Agreement, any kind of offer, gift, payments or benefits, which would or could be construed as a corrupt practice.

13. Anti-terrorism

- 13.1 The Grantee agrees to undertake all reasonable efforts to ensure that none of the UNOPS funds received pursuant to this Agreement are used to provide support to individuals or entities associated with terrorism and that the Grantee or any sub-grantees of any amounts provided by UNOPS hereunder do not appear on the list maintained by the Security Council Committee established pursuant to resolution 1267 (1999). The list is established and maintained by the 1267/1989 Committee and can be accessed in the web page of the United Nations (<http://www.un.org>), or directly through the following link: https://www.un.org/sc/suborg/en/sanctions/1267/aq_sanctions_list. This provision must be included in all sub-contracts or sub-agreements entered into under this Agreement.

14. Child Protection

- 14.1 The Grantee will not engage in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child. The Grantee will undertake to protect children from abuse of all kinds in the implementation of the Activity. This provision in its entirety shall be incorporated into all sub-grants to eligible sub-Grantees.

15. Suspension

- 15.1 Whenever UNOPS considers that the Grantee is not performing to a satisfactory standard, UNOPS may suspend, in whole or in part, the Activity under the Agreement in order to renegotiate and/or propose necessary amendments to the Agreement to redress the situation. When UNOPS suspends the Activity, in whole or in part, it must give immediate written notice to the Grantee, detailing the problems and the conditions required to reinstate the Activity.
- 15.2 The suspension will take effect on the date the Grantee receives the notification.
- 15.3 Upon receipt of a suspension notice, the Grantee shall not incur any costs relating to the Activity, or part of the Activity, which has been suspended.
- 15.4 The Activity, in whole or in part, which has been suspended, can be resumed once UNOPS and the Grantee have agreed on the terms of the continuation (including any extension of duration of the

Activity). Any such agreement shall be in the form of a written amendment to the Agreement, pursuant to Article 17 of the General Conditions.

15.5 Any portion of this Agreement not suspended shall remain in full effect.

16. Termination

- 16.1 UNOPS may terminate this Agreement at any time, in whole or in part, upon 14 calendar days' written notice to the Grantee, whenever it is determined that the Grantee has failed to fulfil a substantial obligation incumbent on it, under the terms and conditions of the Agreement, or where sufficient funds have not been made available to UNOPS by its funding sources.
- 16.2 This Agreement may be terminated at any time, in whole or in part, by UNOPS with the consent of the Grantee. Both parties shall agree upon termination conditions, including the effective date and, in the case of partial terminations, the portion of the Agreement to be terminated. The agreement to terminate shall be set forth in a letter from UNOPS to the Grantee.
- 16.3 UNOPS may terminate this Agreement or portion of this Agreement with immediate effect upon written notice to the Grantee if it determines that corrupt, fraudulent or misrepresentative practices were engaged in by representatives of the Grantee during award or during the execution of this Agreement without the Grantee having taken timely and appropriate action satisfactory to UNOPS to remedy the situation.
- 16.4 Upon receipt of and in accordance with a termination notice as specified above, the Grantee shall take immediate action to minimize all expenditures and obligations financed by this Agreement and shall cancel such unliquidated obligations whenever possible. Except as provided below, the Grantee shall not incur costs after the effective date of termination.
- 16.5 The Grantee shall within 30 calendar days after the effective date of such termination repay to UNOPS all unexpended UNOPS funds which are not otherwise obligated by a legally binding transaction applicable to this Agreement. Should the funds paid by UNOPS to the Grantee prior to the effective date of the termination of this Agreement be insufficient to cover the Grantee's obligations in the legally binding transaction, the Grantee may submit to UNOPS within 90 calendar days after the effective date of such termination a written request for payment covering such obligations. UNOPS shall determine the amount(s) to be paid by UNOPS to the Grantee under such claim in accordance with this Agreement. This provision must be included in all sub-agreements.
- 16.6 Any portion of this Agreement not terminated shall remain in full effect.

17. Amendment

No modification of or change in 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.

18. Dispute Resolution

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.

19. Privileges and Immunities

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

Annex III: Profiles of demonstration sites in UNDP/GEF YSLME Phase II Project

Dalian (harbor seal protection area):

In China, harbor seals are usually seen in Bo Sea and Yellow Sea, and occasionally seen in South China Sea. Harbor seals are the only Pinniped animals that can reproduce in China's sea areas. Harbor seals are designated as Class I protected animals. The icing area in Liaodong Bay of Bo Sea is the southernmost area among the 8 breeding areas for harbor seals in the world. It used to have rich resources, but due to global warming, excessive capturing and slaughtering, and environmental pollution, harbor seals' habitat sites on shore have been moving backwards for 2 km per year since the 1980s.

Dalian Harbor Seal National Nature Reserve is located in Liaodong Bay of Bo Sea. Its southeast area is adjacent to Double Islands Bay and the North Sea nearshore area. The reserve is a typical coastal wetland, which meets the "Ramsar Convention" standards for wetlands of international importance. In 1992, Dalian government approved to establish a provincial nature reserve in the area. In 1997, the reserve was upgraded to national level by the State Council of China. In 2002, it was included in the List of Wetlands of International Importance.

The major function of Dalian Harbor Seal National Nature Reserve is to protect harbor seals and their living environment. So far, the reserve has established a harbor seal treatment center in Changxing Island and a management site in Lvshun Double Islands. The reserve actively organize activities such as artificial breeding of seals, resource investigation, and research on seals' activity patterns in order to protect harbor seals' genes, germplasm resources and biodiversity. Since its establishment, the reserve has helped and treated more than 200 juvenile harbor seals and has released close to 150 harbor seals. The reserve designated the peripheral 5 km² of the focused landing site for harbor seals in Sandaogou sea area as the core management area for harbor seal breeding habitat, where all production activities are prohibited during protection period. In March 2015, Panjin Harbor Seal Protection Management Site was put into use. Law enforcement officers patrolled and detected day and night near the harbor seal habitat. In so far, the site has saved more than 50 seals.

Department of Ocean and Fisheries of Liaoning Province released regional policies such as the "management approach for Dalian Harbor Seal National Nature Reserve". The department also introduce "Special Enforcement Action Program of Harbor Seal Protection" every year. The Ministry of Agriculture and Rural Affairs of China also published "Harbor Seal Protection Action Plan (2017-2026)".

The Yellow Sea Large Marine Ecosystem Project Phase II will expectedly support the reserve and surrounding communities to collaborate on protecting harbor seals, monitoring harbor seals' activities, and public education.

Shandong Province (promotion of Integrated Multi-trophic Aquaculture technology):

The Yellow Sea faces various environmental problems such as seawater eutrophication, a fishing amount over the carrying capacity of the ecosystem, and unsustainable marine aquaculture. China and South Korea both take actions through implementing the 2009 Yellow Sea Large Marine Ecosystem Project (YSLMSAP) to reduce fishing boats and the amount of fishing, restore the marine ecosystem and

exhausting fish resources. However, while aquaculture satisfies the demand of aquatic products, it also results in the discharge of organic wastes into the local environment, leading to seawater eutrophication. The Yellow Sea Fisheries Research Institute (YSFRI) of the Chinese Academy of Fishery Sciences implemented the Integrated Multitrophic Aquaculture (IMTA) technology in Sanggou Bay of Rongcheng, Shandong Province to solve the problems of the increase of aquaculture production per unit area, the reduction of nutrient salt discharge, etc. In the farming of abalones and kelps, the discharges and wastes from abalones can be utilized by kelps as nutrients, and then convert to plant biomass to provide food for abalones. Other than solving the problem of eutrophication in local environment, IMTA can also bring significant social and economic benefits. In Chudao Village of Sanggou Bay, the profits from multi-farming of abalones and kelps are 3 to 4 times as from separate farming. The key of IMTA's success lies in the carrying capacity of aquaculture areas. Overstocking of aquaculture products can reduce nutrition intake, resulting in malnutrition and a decrease in the value of products. Overaccumulation will cause diseases transmission. The promotion of IMTA meets the blue economic development policy on both national and provincial levels. Therefore, promoting Integrated Multitrophic Aquaculture technology with the core idea of carrying capacity through establishing sustainable aquaculture business alliance is important for the aquaculture industry in Shandong.

Dandong:

The major impact of climate change on the Yellow Sea includes the rise of sea level, the frequency and severity of storms and other marine disasters. Under global climate change, the coast temperature and sea level of China keep increasing. From 1980 to 2015, the sea level of China keeps rising at a speed of 3 millimeters per year, which is higher than the global average during the same time period. Dandong is located at the north coast of the Yellow Sea. It is separated from North Korea by the Yalu river and it is primarily costal. Therefore, in Dandong area, unstable rainfall can easily cause the invasion of flood and brine, bringing issues of household drinking water unsafety, crop failure, infrastructure damage, coastline instability and negative impacts on the ecosystem. Therefore, Dandong needs to establish an elastic coastal zone in order to respond to climate change. At the same time, the Yalu river estuary is a crucial base for migratory birds as an important component of the East Asia-Australia flyway. The increase of sea level might also affect the food supply for wading birds. The Yellow Sea Large Marine Ecosystem Project (YSLME) Phase I has set an example about migratory birds and intertidal zone benthic animals. Based on this project, more valuable work can continue to be implemented. Since the Yalu river is a border river between China and North Korea, under the current circumstance, to include North Korea into the Yellow Sea Large Marine Ecosystem Project (YSLME) becomes a possible option.

The Yellow Sea Large Marine Ecosystem Project (YSLME) will expectedly provide sea level rise vulnerability assessment for coastal communities, assessment of the impact of sea ice distribution on coastal zone development and marine species, assessment of the impact of rising sea level on beach habitats and wading birds, and data for Dandong climate policy research. The project will initiate under the supervision of the chief technical advisor and the cooperation between the Regional Assessment Working Group and the national project team. Within the planned timeline, the project will produce reports of sea level rise vulnerability assessment for coastal communities, assessment of the impact of sea ice distribution on coastal zone development and marine species and assessment of the impact of rising sea level on wading birds, as well as the drafts of adaptation plan of target areas based on the severity of climate change and Dandong climate change adaptation strategy.

Weihai:

Marine waste has become a hot issue that attracts attention all over the world. It severely affects the health of marine ecosystem. According to estimates, 80% of marine wastes come from the land, and 80-95% of the land-based wastes are plastic. Each year, 8 million tons of plastic wastes are discharged into the ocean. YSLME chooses Weihai of Shandong province to demonstrate the work of marine waste management. The monitoring results indicate that marine waste distribution density is low in Weihai. The average density is 1989 kg/km² for floating garbage and 2.51kg/ km² for underwater garbage, which is significantly lower than the national average. Tourist and recreational areas, agriculture and fishery areas, port shipping areas and adjacent waters all have marine wastes. Among all these areas, the wastes in tourist and recreational areas are mostly domestic wastes like plastic bags and plastic bottles, the wastes in agriculture and fishery areas are mostly manufacturing and domestic wastes such as plastic and styrofoam wastes. The project supports the implementation of background investigation of marine wastes and research on investment incentive policies as well as activities that encourage the public to participate in marine waste management.

Moreover, the project will also work on the design and the evaluation of ships and production reduction and job transfer of fishermen as well as the establishment and the evaluation of marine farming (including artificial reef and fishing gear management). Hopefully the project will set an example of marine management and can be replicated within a certain range in the future.

Lianyungang:

The marine farming zone of Haizhou Bay at Lianyungang city of Jiangsu province is among the first batch of nationally designated marine farming zone demonstration regions. Haizhou Bay is located in mid-latitude waters, which belongs to the transition zone between warm temperate marine monsoon climate area and north subtropical ocean climate area. The biota of Haizhou Bay is the North Pacific Region of East Asia, which is a typical half-open inner bay water. Haizhou Bay has an excellent natural environment. It is less affected by strong tropical storms, cold waves, heavy rain, droughts and floods, storm surges, or red tides. The sediments in the core area of Haizhou Bay marine farming zone are primarily sand and sand powder, which have small particles. A small part of nearshore areas also has clay. The marine farming zone has abundant nutrient salts, among which dissolved oxygen, inorganic nitrogen, and active phosphate all meet Class I and Class II water quality standards. Haizhou Bay also has a rich topography, including rocky reef landscape and estuary area landscape with silt and sand, and the nearshore intertidal zone has rich mud flats. Rich coast types, plenty of islands, broad mud flats and superior location conditions make Haizhou Bay an area with abundant fishery resources. More than 150 types of plankton, more than 200 types of fish, and more than 100 types of mollusk lay eggs and forage in Haizhou Bay. Haizhou Bay is the only natural distribution area of *Cucumis japonicus* in Jiangsu province. It is also an important migratory passage and spawning ground for various types of commercial fish. Haizhou Bay also has a national protection area of Chinese prawn germplasm. From the perspective of eco-environment, Haizhou Bay is the most suitable area for marine farming zone establishment within Jiangsu province. In recent years, through establishment of marine farming zone and efficient management of fishery resources, the amount of resources in the artificial fish-reef areas in Haizhou Bay is significantly higher than the average amount in East Sea area. Besides, along with the delivery of artificial fish-reef, Haizhou Bay develops stock enhancement and releasing and seaweed farm establishment to efficiently improve

the quality of the sea area's eco-environment and promote low-carbon economy, which has significant ecological benefits. In 2016, Lianyungang government released "Planning of marine biological resources conservation and ecological rehabilitation in Haizhou Bay, Juangsu province (2016-2020)". Towards 2020, Lianyungang will create a new "two islands, one region" stage for its marine farming zone establishment, and the total area of marine farming zone will exceed 200 km².

The marine farming zone in Haizhou Bay is of a resource conservation type. The primary purposes are restoring the ecosystem and protecting fishery resources. Haizhou Bay will utilize biological habitat construction techniques, algae regulation technology, suitable product screening and domestication technology, biological larval supplementation and proliferation technology, capacity control and capture technology, and performance evaluation and management technology. Haizhou Bay will enlarge the scale of such supporting technologies for inner bay proliferation and resource conservation in order to realize the supplement of existing eco-system structure and functions. These technologies will improve Haizhou Bay's ecological welfare performance and incentivize the development of aquaculture, recreational fishery and other industries, which will enhance its ecological and social values.

Collaborating with the Yellow Sea Large Marine Ecosystem Project (YSLME) Phase II, Lianyungang City hopes to stick on the green development idea, making marine ecosystem restoration and aquatic organism resources protection the major tasks. Lianyungang will combine industrial growth and ecosystem protection to establish a scientific, efficient, and ecological model of modern marine farming zone, which will improve the ecological service functions of marine farming zone.

Rudong (Nantong):

Rudong county belongs to Nantong city and it is located at the southeast of Jiangsu province, the north of Yangtze River Delta, and the south of the Yellow Sea. The coastal line of Rudong is 106 km long. The land area is 1872.2 km² and the sea area is 4758.2 km² in total. The land area of Rudong is typically plain. It has important coastal wetland resources, which takes 1/9 of wetland area of Jiangsu. According to the investigation, Rudong has 148 advanced plants and almost 150 advanced animal species. Rudong has abundant marine resources. Its rich benthic fish resources make Rudong an excellent habitat for birds. According to the statistics, among Class I and Class II protected animals such as red-crowned crane, oriental white pelican, hooded crane, and spoon, more than 30 bird species are distributed here or live here during winter. Rudong is an important transition area for the East Asia-Australia flyway. Every winter, there are hundreds or even thousands of birds living here. A recent report from Institute of Geographic Sciences and Natural Resources Research indicates that according to the Ramsar bird area statistics collection, China has 110 important wetlands, and 67 of those are still not included into protection, especially wetlands in Jiangsu province. An example is the "Xiaoyangkou" of Rudong, which refers to Yangkou town and Rudong Coastal Economic Development Zone. Currently a plan has been made to create Xiaoyangkou National Marine Protection Area.

Rudong has a stable social and economic development. It has been among China's top 100 counties in economic development for consecutive 13 years. Marine and livestock farming has contributed a lot to Rudong's economic development. According to the "Marine functional division of Jiangsu province (2012-2020)" released by Jiangsu government, the area of marine protection will reach 11% of the total sea area under jurisdiction of Jiangsu province. The important coastal ecological wetland area of Rudong County

will be a key area for protecting birds and coastal wetland resources in the future. To protect these precious resources, we need to solve the problems brought by Marine reclamation and wind turbines.