

(SSFA/2019/SF)

UMOJA Parent Grant: M1-32QTL-000030

Account No: SB-005458.23.02.38: USD 14,531

Cost to CITES: USD 14,531

PoW 2017-2019 Activities: D-1, E-1, E-11

CITES Project No.: S-552

Small-Scale Funding Agreement

This Small Scale Funding Agreement (SSFA) and its annexes (this "Agreement") is made

BETWEEN:

The Secretariat of the Convention on International Trade in Endangered Species of Wild Fauna and Flora, hereinafter referred to as "the CITES Secretariat", under authority provided by the United Nations Environment Programme (hereinafter referred to as "UNEP"), having its office at International Environment House, Chemin des Anémones, CH-1219 Châtelaine, Geneva, Switzerland.

AND:

The Secretariat of the Pacific Regional Environment Programme (hereinafter referred to as "SPREP"), a regional intergovernmental organization] having its office at PO Box 240, Apia, Samoa.

Based on the EU-CITES project Implementation of Decisions adopted by the 17th meeting of the Conference of the Parties to CITES (CoP17) through the work of the CITES Secretariat, funded under the GPGC Strategic Cooperation Agreement between UNEP and the European Commission, the CITES Secretariat agrees to co-operate with SPREP with respect to the provision of general capacity building and legislative assistance to Tonga, a new Party in the Oceania region. Annexes to this Agreement, including the attached work plan (Annex A), budget (Annex B) and reporting formats (Annex C and D) are part of this agreement

1. Project/Programme objectives to which the small scale funding contributes:

This SSFA is part of the umbrella project funded by the EU and implemented by the Secretariat to implement decisions adopted by CITES CoP17, particularly in the implementation of 17.64 on *National laws for implementation of the Convention*.

In addition, the SSFA also contributes to the implementation of Decision 17.34 b), focusing on new Parties and Small Island Developing States.

2. Activities to be carried out by SPREP with the support of the small-scale funding:

- a) In close consultation with the CITES Secretariat, provide technical and logistical backstopping for the organisation of a 3-day national workshop on strengthening implementation of CITES in Tonga, which joined the Convention in 2016. The workshop should include information on roles and responsibilities for establishing the CITES authorities, which would be necessary as a new Party. The workshop will also include one full day's consultation on the national legislation review. The

specific activities include, but may not be limited to:

- Liaison with Tonga CITES Management Authority to identify participants
 - Identification of resource persons
 - Development of the workshop agenda
 - Presentation on the regional efforts
- b) In close consultation with the CITES Management Authority of Tonga, and on the basis of a review and critical analysis of the present legislation related to CITES, develop draft legislation which addresses the matters identified in Resolution Conf. 8.4 (Rev. CoP15), specifically the (1) Designation of at least one Management Authority and one Scientific Authority; (2) Prohibition of trade in violation of the Convention; (3) Penalization of illegal trade; and (4) Authorization to confiscate illegally traded or possessed specimens.

The specific activities may include, but are not be limited to:

- consulting with other agencies and stakeholders about the content of the initial draft legislation;
- presenting the draft legislation to the relevant governmental agencies;
- organizing a consultative workshop to review revised draft legislation which incorporates comments;
- undertaking interviews with relevant State and non-State actors; and
- finalizing the draft legislation for submission to the parliament.

3. Expected results/outputs to be achieved:

- An updated review of existing CITES-related legislation in Tonga, and an internal legislative review and gap analysis; and
- Preparation of draft legislation
- Better understanding of the roles and responsibilities identified for CITES Authorities and relevant stakeholders to improve implementation of obligations
- Enhanced understanding and knowledge for CITES Authorities and relevant stakeholders on the trade of species in Appendices I, II and III with CITES Parties and Non-Parties, permits, institutional arrangements and other measures undertaken to strengthen implementation
- Delivery of a workshop report with a list of participants and relevant documents

4. Starting and ending dates for implementation of the activities:

The project will start upon the signature of this SSFA by both the CITES Secretariat and SPREP and will finish on 31 July 2019.

5. The CITES Secretariat shall provide SPREP with funds up to a maximum amount of



USD 14,531.00. The resources provided by CITES Secretariat will only be used by SPREP in pursuit of the project/programme objectives and for the activities to achieve the results as agreed to in 1-3 above. Funds will be made available in two instalments as indicated below and upon receipt of a payment request in US dollars, as follows:

<u>Schedule of payments</u>	<u>Date</u>
1 st instalment: USD 10,000	Upon signature by both parties of the Agreement
2 nd instalment: USD 4,531	Upon submission of the final activity and financial reports

The funds shall be deposited in:

Name of Account	SPREP USD Working Account
Beneficiary account number	01-849599-07
Currency of bank account	USD
Beneficiary Bank	BSP (Samoa) Limited
Beneficiary bank address	Beach Road, Po.Box 1860, Apia, Samoa
SWIFT CODE	BOSPWSWS
Intermediary Bank	Bank of America (BoA) New York, NY, USA
SWIFT	BOFAUS3N
Beneficiary Bank A/c number	6550780003 BSP Samoa Limited
Routing Transit	026009593
CHIPS particpt	0959
Currency of the account	USD

6. Within two months upon expiry of this Agreement, SPREP shall refund to the CITES Secretariat any unspent balance of the above funds.
7. The CITES Secretariat and SPREP will cooperate to monitor the progress of this project/programme. SPREP shall submit to the CITES Secretariat, substantive progress reports; financial reports and a final report at or near the given dates below:

<u>Reports</u>	<u>Date</u>
Final activity report	31 July 2019
Final financial report	31 July 2019

- 8.a SPREP shall submit financial statements on the use of funds provided, as per the CITES Secretariat's required format and within the agreed timeframe.
- 8.b SPREP shall keep accurate and up-to-date records and documents in respect of all expenditures incurred with the funds made available by the CITES Secretariat under this Agreement, to ensure that all expenditures are in conformity with the provisions of this Agreement and its annexes thereto.
- 8.c Upon completion of the project/or termination of this Agreement, SPREP shall maintain the records for a period of at least 3 years unless otherwise agreed upon between the parties.

- 8.d The CITES Secretariat has the right, at its own expense, to have the records of SPREP related to this cooperation reviewed and audited.
- 9.a The CITES Secretariat shall be entitled to all intellectual property and other proprietary rights, including, but not limited to, patents, copyrights and trademarks, with regard to products, processes, inventions, ideas, know-how or documents and other materials which SPREP has developed for the CITES Secretariat under the Agreement and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Agreement, and SPREP acknowledges and agrees that such products, documents and other materials constitute works made for hire for the CITES Secretariat.

However, to the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of SPREP: (a) that pre-existed the performance by SPREP of its obligations under the Agreement, or (b) that SPREP may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Agreement, the CITES Secretariat does not and shall not claim any ownership interest thereto, and SPREP considers granting to the CITES Secretariat a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Agreement.

At the request of the CITES Secretariat, SPREP shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to the CITES Secretariat in compliance with the requirements of the applicable law and of the Agreement. Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents and all other data compiled by or received by SPREP under the Agreement shall be the property of the CITES Secretariat, shall be made available for use or inspection by the CITES Secretariat at reasonable times and in reasonable places, shall be treated as confidential and shall be delivered only to the CITES Secretariat's authorized officials on completion of work under the Agreement.

- 9.b. SPREP shall only use the CITES name, logo and emblem in connection with the project/programme with the prior written consent of the CITES Secretariat.
- 9.c. In no event will authorization of the CITES name or emblem, or any abbreviation thereof, be granted for commercial purposes.
10. All correspondence regarding this Agreement between SPREP and the CITES Secretariat should be addressed to:

At SPREP:

Regarding technical and substantive matters:

Juney Ward
Shark & Ray Conservation Officer
SPREP
PO Box 240
Apia
Samoa
Tel: + 685 21929 Ext 206
Fax: +685 20231
e-mail: juneyw@sprep.org

Regarding administrative and financial issues:

Petra Chan Tung
Director: Finance & Administration
SPREP
PO Box 240
Apia
Samoa
Tel: + 685 21929 Ext 228
Fax: +685 20231
e-mail: petrac@sprep.org



At the CITES Secretariat:

Regarding technical and substantive matters:

Sofie Flensburg
CITES Secretariat
International Environment House
Chemin des Anémones
1219 Châtelaine
Switzerland
Tel: +41 (22) 9178464
Fax: +41 (22) 797 34 17
e-mail: sofie.flensburg@un.org

Regarding administrative and financial issues:

Susanne Bengtsson
CITES Secretariat
International Environment House
Chemin des Anémones
1219 Châtelaine
Switzerland
Tel: +41 (22) 917 86 01
Fax: +41 (22) 797 34 17
email: susanne.bengtsson@un.org

11. This Agreement can only be changed through an agreed modification in writing.
12. Either party may terminate this Agreement upon serving a written notice to the other party at least six months prior to such termination.
13. SPREP shall comply with all the above-mentioned provisions and agrees that the CITES Secretariat reserves the right to withhold any payment due to SPREP's non-compliance with any of the provisions mentioned hereinabove.
14. Any dispute arising out of or in connection with this Agreement shall be settled amicably between CITES Secretariat and SPREP. Should attempts at amicable negotiation fail, any such dispute shall, upon request by either party, be referred to arbitration in accordance with the UNCITRAL arbitration rules. 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.
15. This Agreement shall enter into force upon signature by the parties being effective from the date of the latest signature, and shall remain valid until 31 July 2019, unless terminated earlier pursuant to clause 12 above.
16. The parties shall carry out their respective responsibilities in accordance with the provisions of the Agreement. The parties shall determine and communicate to each other their respective focal points, having the responsibility for the project implementation on its behalf.
- 17.a SPREP shall be solely and completely responsible and accountable for all services performed by its personnel, agents, employees, or contractors (hereinafter referred to as "Personnel").
- 17.b SPREP shall be considered as having the legal status of an independent contractor. Personnel of SPREP, its contractors or anyone else working for SPREP in the execution of the project or otherwise, are not employees of UNEP and are not covered by the privileges and immunities applying to UNEP and its staff pursuant to the Convention on the Privileges and Immunities of the United Nations. The CITES Secretariat shall not accept any liability for claims arising out of the activities performed under the Agreement, or any claims for death, bodily injury, disability, damage to property or other hazards that may be suffered by SPREP's Personnel as a result of their work pertaining to the activities under this Agreement.



- 17.c SPREP shall ensure that its Personnel meet the highest standards of qualification and technical and professional competence necessary for the achievement of the objectives and results of the project, and that decisions on employment related to the project shall be free of discrimination of any nature. SPREP shall ensure that all personnel are free from any conflicts of interest relating to the project activities.
- 18.a SPREP shall not seek nor accept instructions regarding the activities under the present Agreement from any Government or other authority external to the CITES Secretariat.
- 18.b SPREP shall refrain from any conduct that would adversely reflect on the United Nations and shall not engage in any activity which is incompatible with the aims and objectives of the United Nations or the mandate of CITES.
- 19. Nothing in or relating to this Agreement shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations and the CITES Secretariat.
- 20. This Agreement or its Annexes may be modified or amended only by written agreement between the parties.

For the CITES Secretariat

For SPREP

By: 

By: 

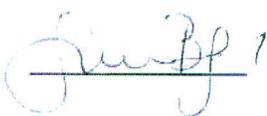
Ivonne Higuero
Secretary General


Kosi Latu
Director General

Date: 07/02/2019

Date: 1/8/19

Certifying Officers:



Susanne Bengtsson
Administrative and Fund Management Officer
CITES Secretariat

Date: 07.02.2019

大村 晴子

Haruko Okusu
Chief, KMOS
CITES Secretariat

Date:

ANNEX A Project Work Plan

Deliverables	Delivery date
i) Organization of a 3-day national workshop on strengthening the implementation of CITES in Tonga	17 – 19 June 2019
ii) Delivery of invitation letters and provisional workshop Agenda in consultation with Tonga CITES Management Authority and CITES Secretariat	1 April 2019
iii) Confirmation of venue and other logistics done in consultation with Tonga CITES Management Authority and CITES Secretariat	1 April 2019
iv) Identification of resource persons	April 2019
v) Delivery of a workshop report	By 31 August 2019
vi) Delivery of a final activity report and a final financial report.	By 31 August 2019

ANNEX B **Project budget**

PERSONNEL COMPONENT	Amount (USD)
Administrative, logistical and substantive support for preparing the SSFA, financial report and providing administrative support	\$1,557.00
<i>Sub-total</i>	<i>\$1,557.00</i>
Travel	
Airfare for Hapai and Vavau	\$3,840.00
DSA for 10 local participants for 5 days	\$3,750.00
Meetings/Conferences	\$5,134.00
Meeting room: \$100 per day x 3 days = \$300 Catering (morning, afternoon, lunch): 35 participants x \$32p/person x 3 days = \$3,360 Meeting facilities and refreshment: \$13 x 3 days = \$39 Closing reception: 35 participants x \$35p/person = \$1,225 Water: \$20 x 3 days = \$60 Local transportation: \$159	
<i>Sub-total</i>	<i>\$12,724.00</i>
EQUIPMENT AND PREMISES COMPONENT	
Expendable equipment	\$250.00
Stationery and printing of materials: \$250	
<i>Sub-total</i>	<i>\$250.00</i>
GRAND TOTAL	\$14,531.00

Annex C – Interim/Final Expenditure Report

Partners Name: xxxx (SPREP)

Budget line: [budget line]

Relevant Decision: Decision 17.XX

SSFA starting date: DD/MM/YYYY

Reporting period: from DD/MM/YYYY to DD/MM/YYYY

Cumulative amount already transferred from CITES to the Partner as of this reporting date: USD

Activity	Original Budget (USD)	Expenditures in (YYYY) (USD) <i>past year (if SSFA goes over two calendar years)</i>	Expenditures incurred in (YYYY) (USD) <i>this year</i>	Total Expenditures (USD)	Comments (if the expenditures were different from what was originally planned, please provide a short explanation)
Activity 1					
Sub-total					
Activity 2					
Sub-total					

Activity 3									
Sub-total									
Total Cost									

Signature of a duly Authorized officer:

Name:

Position:

Date:



Annex D – Interim/Final Progress Report

1. Identification:

Partners Name: **xxx (SPREP)**

Budget line: **[budget line]**

Relevant Decision: **Decision 17.XX**

SSFA starting date: DD/MM/YYYY

Reporting period: from DD/MM/YYYY to DD/MM/YYYY

Cumulative amount already transferred from CITES to the Partner as of this reporting date: **USD**

2. Summary of Status:

Brief description of the main achievements, main implementation challenges and lessons learned towards achieving SSFA's objective

3. Activity delivery status [The activities would normally correspond to what has been indicated in Annex A or B]

Activity	Description of work undertaken during reporting period	Deliverables	Delivery date	Status of Activity (completed or not completed)	If activity not completed, please describe the reason why and indicate mitigation actions that were taken.
Activity 1 – name of activity					

4. List of attached documents

(For example, publications, meeting reports, participants list, workshop reports, etc.)

Signature:

Name and title of signing officer:

Date:

