

Memorandum of Understanding on the Conservation and Management of Dugongs and their Habitats throughout their Range

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FIRST OFFICIAL SIGNATORY STATES MEETING
Abu Dhabi, United Arab Emirates, 4–6 October 2010

SMALL SCALE FUNDING PROGRAMME

Purpose

To bring to Signatory States' attention the call for applications for small scale funding projects and the criteria guiding selection.

Background

1. The Dugong MoU and its associated Conservation and Management Plans (CMPs) are designed to facilitate national and transboundary actions to conserve dugong populations and their habitats.
2. At the Informal Meeting of Signatory States to the Dugong MoU on 19 August 2008 in Bali, Indonesia, UNEP/CMS and UNEP Regional Seas Programme agreed to jointly provide funding to support projects which were aimed at implementing the CMPs. Additional funding for small grants funding was provided from a voluntary contribution from the Australian Government.

Projects Funded in 2009/10

3. In response to calls for proposals for the Small Scale Funding Programme at the 2008 Informal Meeting in Bali, three proposals were submitted:
 - a. Study to confirm the existence of dugongs in the waters of Mauritius and Rodrigues (Community Centred Conservation – C3) US \$994;
 - b. Rapid assessment of the most significant but least studied dugong population in the Western Indian Oceans (C3) US \$4993; and
 - c. Assessment of dugong distribution, habitats and risks due to fisheries in Cambodia, Malaysia, Myanmar, Thailand and Vietnam (South East Asia Collaborative Project) US \$50,000.
4. The two projects submitted by C3 were funded in 2009 using Australia's voluntary contribution and administered by the CMS Secretariat. The reports of these projects have been posted on the Secretariat's website http://www.cms.int/species/dugong/dugong_noticeboard.htm.
5. In 2010, the remaining funds from the Australian voluntary contribution were allocated to the South East Asia regional project *Assessment of dugong distribution, habitats and risks due to fisheries in Cambodia, Malaysia, Myanmar, Thailand and Viet Nam*. This project was first to be administered by the Dugong MoU Secretariat as a Small Scale Project of US \$55,000.
6. The above project formed the basis for the implementation in the South East Asia Sub-region of the use of the Standardised Dugong Catch/Incidental Catch Survey Tool reported in Agenda Item 11. The preliminary results of this project are being presented in Agenda Item 11.2. A final report which synthesises all data will be forthcoming by December 2010.

7. The availability of an unprecedented surplus funding available in 2009/2010 reported in Agenda Item 7 (7.1.2 Finances), allowed six projects to be funded by the Dugong MoU Secretariat. These are detailed in Annex 4 of this document and were previously reported in Agenda Item 7.2.3.

Proposed Programme for 2010-2011

8. The purpose of the Small Grants Programme is to support implementation of the MoU and CMP by Signatories in 2010-2011. The Programme is intended to fund projects which address priority actions contained in the CMPs as well as projects which aim to pilot incentive based tools, which will be described in Agenda Item 12.

9. Applications for proposals will need to meet criteria set out in the Draft Application Guidelines. The Draft Application Guidelines presented in Annex 1 aim to provide draft criteria and assessment process for applicants in the development and preparation of project proposals. Signatory States may wish to advise the Secretariat of any additional criteria, noting that criteria for priority projects are presented for consideration in Agenda Item 12.

10. The funds allocated from the UNEP/CMS Office - Abu Dhabi budget for 2010/2011 to Small Grants Programme for the Dugong MoU is US \$75,000.

11. Given the relatively modest funds available in 2010/2011 for the Small Grants Programme, and the likely high demand for funding from Signatory States, there will be a need for additional funds to supplement the UNEP/CMS budget. Further funds are not available from UNEP/CMS, so active fund raising from other sources will be necessary to obtain sufficient funds to implement projects, particularly for priority pilot projects to be discussed in Agenda Item 12.

12. Draft Application Guidelines are attached in Annex 1; Draft Application Form in Annex 2; Small Scale Funding Agreement template in Annex 3; and the list of projects funded from the Small Scale Funding Programme by UNEP/CMS Office – Abu Dhabi in Annex 4.

13. In making applications, Signatory States should be guided by the following constraints:

a. Budget

It is suggested that, as a general rule, individual project proposals be limited to a maximum of US\$ 20,000 but that some flexibility be retained in this regard. It is expected that matching funds (cash/in-kind) will be allocated by the implementing agency/applicant. Furthermore, it is anticipated that these funds be used to attract co-funding from other partners.

b. Project Duration

The duration of the project should take about six to twelve months.

c. Project Selection

Project selection will be made by the Secretariat with guidance from donor partners and appropriately qualified technical experts, where appropriate. The Technical Advisory Group under consideration in Agenda Item 13 could also provide advice on the technical aspects of proposals.

Recommendation

It is recommended that Signatory States note the call for applications for small scale funding projects and the criteria guiding selection.

Application Guidelines

Eligibility

To be eligible for a Small Scale Project Grant, projects should contribute to the conservation priorities identified in the Conservation and Management Plans¹ of the UNEP/CMS MoU on the Conservation and Management of Dugongs and their Habitats throughout their Range. The CMP lists nine objectives and an annex containing examples of specific actions to protect the species. Proposals should be based on priorities identified in the CMP and implement actions provided by the CMP, which is attached in ANNEX II. Calls for proposals may also be periodically announced in to address specific priorities or issues.

Governmental institutions, non-governmental organizations, and independent conservation practitioners and researchers engaged in the conservation of dugongs may submit proposals. However, preference will be accorded as follows to proposals submitted by:

- a) Developing countries which are Signatories of the Dugong MoU;
- b) Developing countries which are Parties to CMS;
- c) Non-Signatory dugong range states;
- d) Collaborations between Signatories with CMS Parties and/or Non-Signatories.

Given dugongs migrate across borders; coordinating management initiatives across these boundaries will be crucial to its long-term survival. Projects should be designed to facilitate national and/or transboundary actions that will lead to the conservation of dugong populations and their habitats. Trans-boundary projects undertaken jointly in two or more countries, at least one of which is a UNEP/CMS Dugong MoU Signatory or a UNEP/CMS Party, are preferred. Thus, applications that demonstrate regional collaboration and maximise co-investment opportunities by seeking additional funding and other resources will be given favourable consideration. Students (including PhD candidates) are excluded from being a chief investigator on proposal, however, can be listed as co-investigators.

Priority will also be given to proposals, which will promote community participation in activities by:

- a) Involving stakeholders, including policy makers, subsistence and customary users, and local communities, in particular, in planning and implementation of conservation and management measures
- b) Encouraging the participation of government institutions, intergovernmental organizations, non-governmental organizations, the private sector and the general community (e.g. students, volunteers, fishing communities, local communities) in research, conservation and management efforts

Projects which demonstrate potential for shared conservation outcomes with other marine wildlife, in particularly marine turtles or other marine mammal species will also be considered favorably.

Application Form

All applications should be submitted by electronic copy in Word using the downloadable Application Form. Electronic copies are to be forwarded to the address on the [Application Form](#).

¹ Conservation and Management Plan for the Memorandum of Understanding on the Conservation and Management of Dugongs and their Habitats throughout their Range; and Conservation and Management Plan for Dugongs and their Habitats throughout their Range of the Western Indian Ocean Region.

Please adhere to the format for each question as indicated in the Application Form and provide all applicable information.

Closing Date

Applications can be submitted at any time but notification of the results is dependent on the availability of reviewers to provide advice to the Secretariat. Applicants should factor a notification period of a maximum of three months notice in their proposals.

Applicants need to print a copy of the [Application Form](#) and ensure it is signed by ALL partners on the project.

Period of Funding

Funding for the 2010-2011 round will be considered for periods between six to twelve months.

Completion of Budget Request

Small Grant application and supporting information must be completed as follows.

Costing

Costs should be based on current market values, expressed in whole United State dollars. If costs are based on formal quotations please provide summary figures. Do not send quotation documents. Proponents must demonstrate that the project does not solely rely on UNEP/CMS Office – Abu Dhabi funding. Co-investment is looked upon favourably during the assessment process.

Justification

You must provide a detailed justification for all items requested together with accurate costs. Failure to provide sufficient justification will jeopardise the success of your grant application. Applicants must NOT simply provide a list of itemised costs. Your justification should demonstrate the relevance of all requested items to the scientific and operational scope of your project. Summarise why each person or equipment item is essential for the successful execution of your project.

For example, for travel and accommodation, summarise why the travel is necessary and provide the type or class of travel, number of nights of accommodation and associated living costs. For research and technical personnel costs, provide the basis of payment such as local industrial awards or professional salary scales. Funds for personnel must be fully justified in terms of the nominated person's expertise and experience and the role they will play in creating successful project outcomes. For major equipment items or consumables summarise how the items will be used.

Organisational Support

The chief investigator must nominate an organisation to administer the grant and to provide basic support, such as suitably equipped accommodation and office services, workshop support, and adequate computer time.

Each application must be endorsed by the designated head of an organisation, certifying that basic facilities are available and that the audit requirements of the grant contract can be fulfilled. The Chief Investigator does not need to be an employee of the organisation, but the organisation must take responsibility as the employer of any personnel whose salaries are provided by a Small Scale Funding Grant. When it is not clear from the organisation's title or investigator's position, the relationship of the

Chief Investigator to the endorsing organisation should be explained.

All organisations submitting an application may be assessed for financial viability on the basis of information provided with the applications. This process is used to minimise risk to the UNEP/CMS Office – Abu Dhabi.

Grants correspondence should be between the responsible officer of the organisation and the Programme Officer – Dugongs.

Sample Funding Agreement

Successful applicants will be required to sign a Small Scale Funding Agreement. This agreement will cover the project budget, financial and performance reporting and acquittal, intellectual property, assets and data requirements.

A link to the [Sample Small Scale Funding Agreement](#) is given to inform applicants of standard clauses.

Checklist

Some clauses particularly to note are:

- Clause 8.d. Interpretation Approved Auditor: UNEP/CMS Office – Abu Dhabi has the right, at its own expense, to have the records of the Party related to this cooperation reviewed and audited.
- Clause 5. Organisations Contributions And Other Contributions: UNEP/CMS Office – Abu Dhabi shall provide the Party with funds up to a maximum amount of US\$ xxx. The resources provided by UNEP/CMS Office will only be used by the Party in pursuit of the objectives and for the activities to achieve the results as agreed to in 1–3 above. Funds will be made available in one installment as indicated.
- Clause 7., 8.a. and 8.b. Reporting: UNEP/CMS Office – Abu Dhabi and the Party will cooperate to monitor the progress of this project/programme. The Party shall submit to UNEP/CMS Office, substantive progress reports, financial reports and a final report at or near the given dates. The Party shall submit financial statements on the use of funds provided, as per UNEP's required format and within the agreed timeframe. The contracting Party shall keep accurate and up-to-date records and documents in respect of all expenditures incurred with the funds made available by UNEP under this Agreement, to ensure that all expenditures are in conformity with the provisions of this Agreement and its annexes thereto.
- Clause 9.a. Intellectual Property: Contracting Party shall consult with UNEP/CMS Office – Abu Dhabi regarding the Intellectual Property Rights as appropriate.

Confidentiality

Applicant names and funding amounts will be announced for successful applications. This includes parties to successful applications of Small Scale Funding Grants. The UNEP/CMS Office – Abu Dhabi may publish, release or otherwise disclose the names of recipients of grants under this program, their region, the amount granted and the purpose for which the funds were granted. Information on individual grants including final reports will be published on the UNEP/CMS Office – Abu Dhabi website.



UNEP/CMS OFFICE – ABU DHABI

United Arab Emirates

Secretariat to the Memorandum of Understanding on the Conservation and Management of Dugongs and their Habitats throughout their Range

Small Grants Project Proposal to UNEP/CMS Office – Abu Dhabi

1. Title:

2. Initial implementing agencies:

3. Collaboration agencies (providing technical support):

4. Background (maximum of 2 pages):

5. Project objectives (maximum of 1 page):

6. Project methodology (maximum of 2 pages):

7. Data collection (maximum of 1 page):

8. Data analysis (maximum of 1 page):

9. Project work plan

Activity to be undertaken	Responsibility	Est. start date (mm/yy)	Est. finish date (mm/yy)

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10. Project outputs:

Expected outputs	Date of completion (mm/yy)

Note: The Project workplan and outputs will form the basis of the funding contract and must be achievable.

11. Duration:

12. Location(s):

13. Project budget

- (a) Provide **all** project costs taking into consideration increases in operation costs over the life of the project (e.g. petrol). Co-investment is looked upon favourably during the assessment process.

Item (please specify each item)	UNEP/CMS Office – Abu Dhabi funding sought	Applicant Organisation contributions	Other contributions (provide name of contributor)	Total project budget
Labour costs (total hrs x \$xx/h)	\$US		\$US	\$US
Operating costs	\$US		\$US	\$US
Equipment costs	\$US		\$US	\$US
Other	\$US		\$US	\$US
TOTAL	\$US		\$US	\$US

(b) Justification for budget

<p><i>Labour costs:</i></p> <p><i>Operating costs:</i></p> <p><i>Equipment costs:</i></p> <p><i>Other:</i></p>
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(c) Will the project share resources/equipment with any other projects?

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14. Funding sources:

(a) Detail all grants received by the organization in the last three years relating to this and similar projects.

Year	Funding source	Amount
2008/09		\$US
2009/10		\$US
2010/11		\$US
	TOTAL	\$US

(b) Why are you requesting the funds through the UNEP/CMS Office and not other sources?

15. Organisation details

Please provide details of the organisation with overall management responsibility for the project to which funds will be paid if the application is successful.

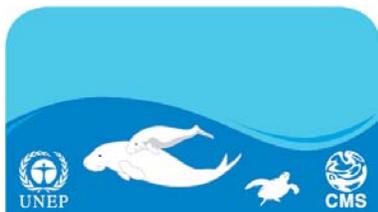
Organisation Name	
Registered Office	
Principal Place of Business	
Date and Place of Incorporation	
Trading and Business Names	
Registered Business Number	

Organisation Contact Person

Name	
Position	
Address	
Phone Number	
Fax Number	
Email	

16. Project Advisor:

17. Technical Advisor:



UNEP/CMS OFFICE – ABU DHABI

United Arab Emirates

Secretariat to the Memorandum of Understanding on the Conservation and Management of Dugongs and their Habitats throughout their Range

SSFA/CMSAD/Year/No.

Small-Scale Funding Agreement

THIS SMALL SCALE FUNDING AGREEMENT (SSFA) and its annexes (this “Agreement”) is made on [insert date]

BETWEEN:

United Nations Environment Programme (hereinafter referred to as “UNEP” having its office at P.O. Box 45553, Abu Dhabi, United Arab Emirates, and represented by its CMS Office in Abu Dhabi), an international inter-governmental organisation established by the General Assembly of the United Nations.

AND:

[Full name of the Partner] (hereafter referred to as xxx), a [non-profit making] organization represented by its [name of the representative] and having its office at [address].

UNEP agrees to co-operate with [the Partner] with respect to a meeting/project entitled [**Name of the meeting/project**] in [Geographical location/Date]. Annexes to this Agreement, including the attached Meeting Description (Annex A) and Budget (Annex B) are part of this agreement. Annex C will provide details of grants implementation of [meeting/project]

1. Objectives to which the small-scale funding contributes:

Xxx

2. Activity or activities to be carried out with the support of the small-scale funding:

Xxx

3. Expected results/outputs to be achieved:

Xxx

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

Xxx

5. UNEP shall provide [The Partner] with funds up to a maximum amount of [US\$ _____] (US Dollars-amount in letters). The resources provided by UNEP will only be used by [The Partner] in pursuit of the workshop objectives and for the activities to achieve the results as agreed to in 1–4 above for Annex A and B and C.

Funds will be made available in [number of] instalment(s) as indicated below.

Funds will be made available upon receipt of a payment request in USD, as follows:

Schedule of payments
XXX

Date
XXX

The funds shall be deposited in:

Bank Name and Address
xxx

Wire Instructions
xxx

Account Title and Number
xxx

Signatories
xxx

6. Within [*number*] months upon expiry of this Agreement, [*The Partner*] shall refund to UNEP any unspent balance of the above funds.

7. UNEP and [*The Partner*] will cooperate to monitor the progress of this project/programme. [*The Partner*] shall submit to UNEP, substantive progress reports; financial reports and a final report at or near the given dates below:

Report
XXX

Date
XXX

8.a. [*The Partner*] shall submit financial statements on the use of funds provided, as per UNEP's required format and within the agreed timeframe.

8.b. [*The Partner*] shall keep accurate and up-to-date records and documents in respect of all expenditures incurred with the funds made available by UNEP 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, [*The Partner*] shall maintain the records for a period of at least [3] years unless otherwise agreed upon between the Parties.

8.d. UNEP has the right, at its own expense, to have the records of [*The Partner*] related to this cooperation reviewed and audited.

9.a. [*The Partner*] shall consult with UNEP regarding the Intellectual Property Rights as appropriate.

9.b. [*The Partner*] shall only use the UNEP name, logo and emblem in connection with the Project/Programme with the prior written consent of UNEP.

9.c. In no event will authorization of the UNEP name or emblem, or any abbreviation thereof, be granted for commercial purposes.

10. This agreement can only be changed through an agreed modification in writing.

11. Either party may terminate this Agreement upon serving a written notice to the other party at least [*number*] months prior to such termination.

12. [*The Partner*] shall comply with all the above mentioned provisions and agrees that UNEP reserves the right to withhold any payment due to [*The Partner's*] non-compliance with any of the provisions mentioned hereinabove.

13. Any dispute arising out of or in connection with this Agreement shall be settled amicably between UNEP and [*The Partner*]. 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.

14. This Agreement shall enter into force upon signature by the Parties being effective from the date of

the latest signature, and shall remain valid for a period of **[up to number of months]**, unless terminated earlier pursuant to clause 11 above.

15. 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.

16. a. *[The Partner]* shall be solely and completely responsible and accountable for all services performed by its personnel, agents, employees, or contractors (hereinafter referred to as "Personnel").

16. b. *[The Partner]* shall be considered as having the legal status of an independent contractor. Personnel of *[The Partner]*, its contractors or anyone else working for *[The Partner]* 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. UNEP 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 *[The Partner's]* Personnel as a result of their work pertaining to the activities under this Agreement.

16. c. *[The Partner]* 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. *[The Partner]* shall ensure that all personnel are free from any conflicts of interest relating to the Project activities.

17. a. *[The Partner]* shall not seek nor accept instructions regarding the activities under the present Agreement from any Government or other authority external to UNEP.

17. b. *[The Partner]* 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 UNEP.

18. 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 UNEP.

19. This Agreement or its Annexes may be modified or amended only by written agreement between the Parties.

For UNEP

For *[The Partner]*

By: _____

By: _____

Name:

Name:

Title:

Title:

Date:

Date:

ANNEX A –

ANNEX B –

ANNEX C –

Annex 4: Projects funded by UNEP/CMS Office – Abu Dhabi from the Small Scale Funding Programme

No	Signed	Title	Total Budget	Organisation	Collaborating Partners	Project Description	Time Period
1	Nov-09	Assessments of dugong distributions, habitats and risks due to fisheries in Cambodia, Malaysia, Myanmar, Thailand and Vietnam	US \$ 7,300	Phuket Marine Biological Center, Department of Marine and Coastal Resources, Thailand	Cambodia - Department of Fisheries; Malaysia - Sabah (Marine Research Foundation); Peninsular Malaysia (University of Malaya), Sarawak (Sarawak Forestry Corporation); Myanmar - Department of Fisheries (Research and Development Division); Thailand - Department of Marine and Coastal Resources (Phuket Marine Biological Center); Vietnam - Department of Marine Biodiversity and Conservation (Research Institute for Marine Fisheries)	Organising a Training Workshop on Dugongs of South East Asia and Survey Methods, with objectives to identify relative dugong abundances, distribution, key habitats, threats, to develop capacity for research studies, and to enhance cooperation among countries. In addition, conducting field surveys in the each of the Collaborative Countries.	Mar 2010 - Feb 2011
2	Nov-09		US \$ 47,700	The Marine Research Foundation, Malaysia			
3	Nov-09	Workshop to Formulate Standardised Methods for Assessing Distribution & Abundance of Dugongs, their Habitats & Impacts	US \$ 34,283	The Marine Research Foundation, Malaysia		Development, hosting and reporting for a workshop to formulate standardised methods for rapid assessment of abundance and spatial distribution of dugongs, their habitats and of impacts on dugong populations, including incidental by-catch in artisanal fisheries, habitat degradation and direct harvests.	3-4 Mar 2010
4	Feb-10	Supporting Dugong (and Marine Turtle) Conservation in the Pacific Islands	US \$ 61,980	Secretariat of the Pacific Regional Environment Programme, Apia, Samoa	Australia - Department of the Environment, Water, Heritage and the Arts; PNG - Department of Environment and Conservation; Solomon Islands - Division of Environment and Conservation; Palau - Bureau of Marine Resources; Vanuatu - Fisheries Department; New Caledonia - Direction de l'Environnement de la Province Sud	Initiating activities that directly address the problems and challenges for dugong and turtle conservation in the Pacific Islands, and identifying regional priorities and pilot projects to further dugong and marine turtle conservation in Pacific range states (New Caledonia, Palau, Papua New Guinea, Solomon Islands, Vanuatu)	Apr - Oct 2010
5	Feb-10	Conservation of Marine Turtles and Dugongs: Shared Synergies and Opportunities	US \$ 10,000	International Sea Turtle Society (ISTS), South Carolina, USA		Organising of a workshop held in association with the 30th Annual Sea Turtle Symposium. The purpose of the workshop was to explore shared conservation synergies between the Dugong MoU and the IOSEA Marine Turtle MoU.	26 Apr 2010
6	Jun-10	Technical Meeting for the Conservation of the Dugong and Its Habitat in the South West Indian Ocean (SWIO)	US \$ 60,000	Community Centred Conservation (C3), London, United Kingdom		Planning, organising and conducting the SWIO Technical Meeting, for range states to learn about standardised methodologies utilised in dugong surveys. Meeting also supports cooperation to implement the dugong CMP in the SWIO and encourages non-signatory range states to sign Dugong MoU.	4-6 Aug 2010; Project Oct 2010 - Feb 2011