



SEAFDEC/UNEP/GEF/Inception/1.13
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Regional Inception Workshop for the
SEAFDEC/UNEP/GEF Project:
*"Establishment and Operation of a Regional System of Fisheries Refugia
in the South China Sea and Gulf of Thailand"*

Bangkok, Thailand, 1st – 3rd November 2016

**Draft Letters of Agreement between SEAFDEC and the National Executing
Entities for the Fisheries Refugia Project**

MEMORANDUM OF UNDERSTANDING

between the

SOUTHEAST ASIAN FISHERIES DEVELOPMENT CENTER

and

[INSERT NAME OF NATIONAL LEAD AGENCY]

1. PARTIES

1.1 This Memorandum of Understanding is entered into between, the Southeast Asian Fisheries Development Center, and [INSERT NAME OF NATIONAL LEAD AGENCY] in its capacity as the National Lead Agency in [INSERT COUNTRY NAME] for the SEAFDEC/UNEP/GEF Project entitled “*Establishing and Operating a Regional System of Fisheries Refugia in the South China Sea and Gulf of Thailand*”.

2. BACKGROUND

2.1 The Southeast Asian Fisheries Development Center (SEAFDEC) has been designated as the Executing Agency of the United Nations Environment Programme (UNEP) implemented, and Global Environment Facility (GEF) financed project entitled, “*Establishment and Operation of a Regional System of Fisheries Refugia in the South China Sea and the Gulf of Thailand*” (referred to hereafter as the SEAFDEC/UNEP/GEF Fisheries Refugia Project). This project has the following objective:

“To operate and expand the network of fisheries refugia in the South China Sea and Gulf of Thailand for the improved management of fisheries and critical marine habitats linkages in order to achieve the medium and longer-term goals of the fisheries component of the Strategic Action Programme for the South China Sea.”

2.2 SEAFDEC and the National Lead Agency, [INSERT NAME OF NATIONAL LEAD AGENCY], for the execution of the SEAFDEC/UNEP/GEF Fisheries Refugia Project project in [INSERT COUNTRY NAME] have, on the basis of their respective mandates, a common aim in the furtherance of integrated fisheries and habitat management to achieve the targets of the fisheries component of the Strategic Action Programme for the South China Sea. Additionally, the parties to this instrument are committed to the implementation of the ASEAN-SEAFDEC Regional Guidelines for Responsible Fisheries in Southeast Asia and the 2011 Resolution on Sustainable Fisheries for Food Security for the ASEAN Region Towards 2020, in which the Ministers responsible for fisheries resolved *inter alia* to “*Implement effective management of fisheries through an ecosystem approach to fisheries that integrates habitat and fishery resource management aimed at increasing the social and economic benefits to all stakeholders*”.

3. PURPOSE

3.1 This Memorandum sets forth the tasks of [INSERT NAME OF NATIONAL LEAD AGENCY] and SEAFDEC, and related financial mechanisms, for the execution of national-level activities of the SEAFDEC/UNEP/GEF Fisheries Refugia Project in [INSERT COUNTRY NAME]. This instrument also acts as the agreement of the Parties to join efforts and to maintain close working relationships, in order to achieve the targets and outcomes of the project according to the agreed results framework, work plan and timetable, activities, and budget set out in the National Project Document for [INSERT COUNTRY NAME] which is included as an integral part of this Memorandum in Annex 1.

4. TASKS BY THE NATIONAL LEAD AGENCY

4.1 The [INSERT NATIONAL LEAD AGENCY NAME] shall:

- a. Assume overall responsibility for the execution of the national-level activities of the SEAFDEC/UNEP/GEF Fisheries *Refugia* Project in accordance with the results framework, work plan and timetable of activities, and budget set out in the National Project Document for [INSERT COUNTRY NAME] (see Annex 1);
- b. Provide Secretariat support to the operation of the National Fisheries *Refugia* Committee (NFRC) and the National Scientific and Technical Committee (NSTC) and convene quarterly meetings of these bodies;
- c. Nominate a National Focal Point to act as the main point of contact with SEAFDEC, and Chair of the NFRC, and participate in annual regional Project Steering Committee meetings;
- d. Nominate a National Technical Focal Point to act as the main point of contact with Project PCU, Chair NSTC and participate in the biannual regional meetings of the Regional Scientific and Technical Meeting;
- e. Plan and implement activities based on the results framework, work plan and timetable contained in the National Project Document aimed at achieving the national-level goals and objectives for the SEAFDEC/UNEP/GEF Fisheries *Refugia* Project in [INSERT COUNTRY NAME];
- f. Prepare and facilitate endorsement, by the National Fisheries *Refugia* Committee (NFRC), of quarterly costed work plans to guide the execution of national and site-based activities of the project;
- g. Submit endorsed quarterly national costed work plans together with a cash advance request in the format attached as Annex 2 to this document to the Project Coordinating Unit at SEAFDEC at least five (5) working days before the commencement of each quarter (i.e. Quarter 1 is January-March; Quarter 2 is April-June; Quarter 3 is July-September; Quarter 4 is October-December).
- h. Prepare and submit quarterly progress reports (Annex 3), expenditure reports (Annex 4), and cash advance requests (Annex 2) for endorsement by the NFRC and subsequent submission to the Project Coordinating Unit at SEAFDEC at least five (5) working days before the end of each quarter;
- i. Prepare annual progress reports on national-level activities (Annex 5) and results of efforts to establish operational management of priority fisheries *refugia* sites in [INSERT COUNTRY NAME];
- j. Maintain accurate and up-to-date records and documents in respect of all expenditures incurred with the funds made available to ensure that all expenditures are in conformity with the provisions of the National Project Document and costed work plans endorsed by the National Fisheries *Refugia* Committee. For each disbursement, proper supporting documentation shall be maintained, including original invoices, bills, and receipts pertinent to the transaction.
- k. Provide SEAFDEC with certified periodic financial statements, reports on cofinancing received (Annex 6) and with an annual audit of the financial statements relating to the status of SEAFDEC/UNEP/GEF project funds as at 31 December each year. This should be reported in an opinion by a recognised firm of public accountants (for a government, by Government auditors), which shall be dispatched to SEAFDEC by 31 March. In particular, the auditors should be asked to report whether, in their opinion: proper books of account and records have been maintained; all project expenditures are supported by vouchers and adequate

documentation; and, expenditures have been incurred in accordance with the objectives outlined in the National Project Document for [INSERT COUNTRY NAME] (Annex 1).

- l. Be responsible for the proper custody, maintenance and care of all equipment purchased for use at the national level;
- m. Upon completion of the project, [INSERT ACRONYM FOR NATIONAL LEAD AGENCY] shall maintain the records for a period of at least four years unless otherwise agreed upon between the Parties.
- n. Lead national-level efforts to secure co-financing committed to this project and to leverage additional funding required to replicate and scale-up best practices in integrated fisheries and habitat management generated through this project; and
- o. Ensure that the work of the parties under this agreement is suitably promoted as part of the SEAFDEC/UNEP/GEF Fisheries *Refugia* Project, including labeling of outputs with agreed logos.

4. TASKS BY SEAFDEC

4.1 SEAFDEC agrees to perform the following tasks:

- a. Organise and convene annual meetings of the regional Project Steering Committee and biannual meetings of the Regional Scientific and Technical Committee;
- b. Coordinate the delivery of technical and administrative support for the timely and efficient delivery of national activities of the project as required;
- c. Liaise with National Government agencies and development partners to secure required levels of political support and co-financing for the project;
- d. Disburse GEF grant funds to the [INSERT NATIONAL LEAD AGENCY NAME] according to the agreed work plan and budget schedule contained in Annex 1; and
- e. Provide financial support to enable the National Fisheries Focal Point and National Technical Focal Point to travel to meetings of regional committees of the project management framework.

5. TRANSFER OF PAYMENTS AND RELEASE OF FUNDS

5.1 In accordance with the national budget for [INSERT COUNTRY NAME], SEAFDEC has allocated and will make available to [INSERT ACRONYM THE FOR LEAD AGENCY], GEF grant funds up to the maximum amount of [INSERT AMOUNT]. The first tranche of funds will be advanced to [INSERT ACRONYM THE FOR LEAD AGENCY] upon signature of this agreement. The second and subsequent tranches will be advanced to [INSERT ACRONYM THE FOR LEAD AGENCY] on a quarterly basis, only when a financial and progress report for the completed quarter have been submitted to, and accepted by, SEAFDEC.

5.2 Monetary contributions by SEAFDEC will be made in United States dollars by wire transfer to a separate bank account established by the lead agency for management of project funds. Details for that account are as follows:

Name of account:
Account number:
Name of bank:
Address of bank:

SWIFT code:

5.3 SEAFDEC will advise the National Focal Point of the transfer of payments within 5 working days by email and fax. Where possible, an electronic copy of telegraphic transfer advice from SEAFDEC's bank will be forwarded to the [INSERT ACRONYM FOR NATIONAL LEAD AGENCY] at that time.

6. REFUND OF UNSPENT BALANCE

6.1 The National Lead Agency will refund to SEAFDEC in US dollars any unspent balance of the funds provided by SEAFDEC within 30 days after completion of the final task. Such refund should be wired to:

- Name of account:**
- Account number:**
- Name of bank:**
- Address of bank:**
- Swift code:**

7. CORRESPONDENCE

All correspondence regarding this agreement should be addressed to:

In [INSERT COUNTRY NAME]:

To: [INSERT NATIONAL FOCAL POINT NAME AND FULL CONTACT DETAILS]

Copy to: [INSERT NATIONAL FOCAL POINT NAME AND FULL CONTACT DETAILS]

In SEAFDEC:

To: [INSERT NAME AND CONTACT DETAILS FOR SEAFDEC'S MANAGER]

Copy to: [INSERT NAME AND CONTACT DETAILS FOR SEAFDEC SG]

8. EFFECTIVE DATE

8.1 The term of the present Memorandum of Understanding (MoU) shall commence on the date of the signature of the present instrument and terminate by [INSERT PROJECTED COMPLETION DATE]. National activities shall commence and be completed in accordance with the work plan and time-table of activities set out in Annex 1.

9. SIGNATURES

FOR NATIONAL LEAD AGENCY

FOR SEAFDEC

By: _____
Name:
Title:
Date:

By: _____
Name:
Title:
Date: