

Umoja Coding Block: SB-009262.08.02.07

Project Reference: 10980A01

Agreement Amount USD: 179,000.00

[SSFA/2022/ 4942]

Small-Scale Funding Agreement

THIS SMALL SCALE FUNDING AGREEMENT (SSFA) and its annexes (this "Agreement") is made Upon signature.

BETWEEN:

United Nations Environment Programme (hereinafter referred to as "UNEP") having its office at P.O. Box 30552-00100, Nairobi, Kenya and represented by its Ecosystems Division, an international inter-governmental organisation established by the General Assembly of the United Nations.

AND:

The Vice President's Office of the United Republic of Tanzania (hereinafter referred to as "VPO"), a government represented by its permanent secretary and having its office at 40406 Government City, Mtumba area P.O. Box 2502 Dodoma.

Based on the Nairobi Convention Contracting Parties Decision CP.10/12 on developing projects and strengthening partnerships, UNEP agrees to co-operate with the VPO with respect to the project titled Enhancing Ecosystem-Based Management approach for improved livelihood to fisheries communities in Mkinga District, Tanzania. between UNEP and The Vice President's Office, United Republic of Tanzania, UNEP agrees to co-operate with VPO with respect to the project/programme entitled "Enhancing Ecosystem-Based Management approach for improved livelihood to fisheries communities in Mkinga District, Tanzania" in Mkinga District, Tanzania. Annexes to this Agreement, including the attached Project Document/Implementation Plan (Annex-A) and Budget (Annex-B) are part of this agreement.

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

- The partnership project between the Nairobi Convention (NC) and the South West Indian Ocean Fisheries Commission (SWIOFC) (NC-SWIOFC partnership project) addresses marine and coastal governance and fisheries management for sustainable blue growth. The partnership project is funded by the Swedish International Development Cooperation Agency (SIDA) through the UN Food and Agriculture Organization (FAO). The project seeks to enhance the resilience of livelihoods based on WIO marine and coastal ecosystems and habitats, to promote sustainable management of coastal fisheries using the ecosystem approach to fisheries, and to enhance coordination between fisheries and environmental management institutions at national and regional levels. In particular, the project will support the development of management plans/strategies for adoption at the national level for the conservation of selected critical coastal habitats with a shared concern for fisheries and environmental management.
- The SSFA will contribute to achieving Component 1 of the NC-SWIOFC project, centred on the protection and management of the coastal and marine ecosystems. It focuses on addressing the link between the health of marine and coastal ecosystems in the Western Indian Ocean (WIO) region and fisheries productivity; and also, the impacts of fisheries on the capacity of these ecosystems to provide inherent goods and services. The objectives of the project will be achieved through the implementation of a national demonstration project entitled "Enhancing Ecosystem-Based Management approach for improved livelihood to fisheries communities in Mkinga District, Tanzania". The demonstration project will be implemented in three sites namely Jasini, Mayomboni/Mayumboni, and Doda. The sites are located between Mkinga and Tanga municipality. The demonstration project seeks to address the need for an enhanced ecosystem-based approach to protecting key critical habits in order to increase the resilience of livelihoods and reduce the vulnerability of dependent coastal fisheries communities of Mkinga District.

The projects contribute to UNEP's Regional Seas Strategic Direction (RSSD) 2022-2025 and contribute to the delivery of UNEP's Medium-Term Strategy (MTS) 2022-2025 and Programme of Work (PoW) 2022-2023 on activities that address ocean-related priority areas such as nature action and environmental governance. It also responds to the new UNEP Marine and Coastal Strategy (2020–2030) Objective 1 to “establish a knowledge-base on marine and coastal ecosystems to inform policies on human activities affecting their functions”, Objective 2 to “build circularity in economies and promote sustainable consumption and production approaches to address marine pollution and resource use” and Objective 3 to “support policies and strategies that enable the integrated management and sustainable use of marine and coastal ecosystem services”.

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

Support the collection, management, and analysis of data and information for participatory and evidence-based MSP.

Start Date/Event	Due Date
Upon signature of this agreement by both parties	31 March 2023

Support incorporation of aspects of community-based coastal and marine management, particularly fisheries management, into broader cross-sectoral management processes and systems and identify appropriate interventions.

Start Date/Event	Due Date
01 June 2023	30 November 2023

Undertake cost-benefit analysis and ecosystem valuation of goods and services in Mkinga to support decision-making in incorporating cross-sectoral management aspects.

Start Date/Event	Due Date
Upon signature of this agreement by both parties	30 June 2023

Build the capacity of coastal communities to actively engage in the MSP process.

Start Date/Event	Due Date
01 March 2023	30 June 2023

Organize awareness-raising workshops on the role of habitats in the livelihoods of youth, women, and men in fisheries and related communities, to support the formulation of plans/strategies for the conservation and management of natural habitats at the level of the local communities (selected sites).

Start Date/Event	Due Date
Upon signature of this agreement by both parties	31 March 2023

Take stock of critical marine and coastal habitats in Mkinga and examine the condition of selected critical habitats and their contribution to the livelihoods of local communities.

Start Date/Event	Due Date
Upon signature of this agreement by both parties	31 March 2023

Formulate and develop management strategies and plans for selected critical habitats, taking into account the process of formulating fisheries management plans and climate change at the level of the demonstration pilot sites of the project

Start Date/Event	Due Date
01 July 2023	30 November 2023

Finalize management plans/strategies for the use of critical habitats for adoption at the national or subnational level.

Start Date/Event	Due Date
01 July 2023	30 November 2023

Organize consultation workshops to agree on implementation modalities and build partnerships to implement pilot ecosystem restoration projects.

Start Date/Event	Due Date
Upon signature of this agreement by both parties	31 March 2023

Support the restoration of at least one critical habitat in coordination with the fisheries management interventions in the same localities

Start Date/Event	Due Date
01 May 2023	30 November 2023

Provide support for assessments of risks and vulnerabilities (natural and human) and drivers affecting coastal fishery communities using appropriate tools.

Start Date/Event	Due Date
Upon signature of this agreement by both parties	31 March 2023

Support a review of WIO-specific adaptation technology needs, based on existing science and national plans and with a focus on the needs of youth, women, and men within the coastal communities.

Start Date/Event	Due Date
Upon signature of this agreement by both parties	31 March 2023

Support the definition and inclusion of coastal and marine adaptation options in climate change policies at the national level.

Start Date/Event	Due Date
03 April 2023	30 November 2023

3. Expected results/outputs to be achieved:

- 1. Marine spatial planning developed for policy-making and integrated management towards small- scale, artisanal fisheries, and associated area management approaches.
 - a. Awareness raising workshop report
 - b. MSP consultancy report for Mkinga, including ecosystem goods and services, and Maps of activities undertaken in the coastal and marine area
 - c. MSP consultancy report
 - d. Consultancy training report on subjects covered under MSP, who were trained, and their involvement in developing the MSP maps for Mkinga
 - e. Consultancy training report
 - f. Database with socio-economic livelihoods data and georeferenced maps
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- 2. Management plans/strategies developed for adoption at the national level for the conservation of selected critical coastal habitats with a shared concern for fisheries and environmental management.
 - a. Workshop consultation report on prioritized ecological/environmental and socio-economic issues in the selection of critical habitats for conservation
 - b. Consultancy report on the review and development of agreed management plans/strategies for the conservation of the critical habitats and associated fisheries
 - c. Gazette notice establishing the management plan
- 3. Plans for the restoration of degraded coastal habitats developed
 - a. Consultation workshop report of the NPTT with Local Government Authority, Coastal Community representatives, Fishers associations including BMUs, and NGOs on site – Mwambao, HUDEF0, Sea-Sense, WCS
 - b. Restoration project/plan developed by the consultation workshop informed by the critical habitat restoration guidelines TORs with local NGO to implement the agreed restoration activities
 - c. Restoration project report; and
 - d. Monitoring report done by the Local Government Authority of Mkinga District on the progress of restoration and performance of the restored ecosystem
- 4. Regional and national capacity on adaptation to climate variability and change enhanced for the coastal fishing communities.
 - a. Two consultancy report
 - b. Adaptation technology needs assessment report.

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

Upon signature - 31 December 2023

5. UNEP shall provide VPO with funds up to a maximum amount of US\$ **179,000.00**. The resources provided by UNEP will only be used by VPO 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 3 installment(s) as indicated below and upon receipt of a payment request in *US Dollar*, as follows:

Schedule of Payments	Amount
Paid upon signing of this agreement by both parties	USD 134,250.00
Paid upon acceptance of satisfactory first progress and financial reports	USD 30,500.00
Paid upon acceptance of satisfactory final progress and financial reports	USD 14,250.00

The funds shall be deposited in:

Bank Name and Address National Bank of Commerce Julius K. Nyerere Rd, Dar Es Salaam, Tanzania	Wire Instructions Swift Address: NLCBTZTX TELEGRAPHIC TRANSFER (T.T)
Account Title and Number POPs NATIONAL IMPLEMENTATION PLAN PROJECT 012105024391	Signatories DUSTAN JOHN SHIMBO (A) JOYCE MNUNGULI (A) JULIANA MKALIMOTO (A) REVOCATUS TESHA (B) PASCAL MAGOHE KAROMBA (B) IGNAS AUGUST CHUWA (B)

6. Within 3 month(s) upon expiry of this Agreement, VPO shall refund to UNEP any unspent balance of the above funds.

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

Reports	Date
First Interim progress report	31 March 2023
First Interim Financial report	31 March 2023
Second Progress report	31 July 2023
Second Financial report	31 July 2023
Final Activities Report	31 December 2023
Final Financial Report	31 December 2023

- 8.a. VPO shall submit financial statements on the use of funds provided, as per UNEP's required format and within the agreed timeframe.
- 8.b. VPO 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 Agreements and its annexes thereto.
- 8.c. Upon completion of the Project/or Termination of this Agreement, VPO 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 VPO related to this cooperation reviewed and audited.
- 9.a. VPO shall consult with UNEP regarding the Intellectual Property Rights as appropriate.
- 9.b. VPO 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 3 month(s) prior to such termination.
12. VPO shall comply with all the above-mentioned provisions and agrees that UNEP reserves the right to withhold any payment due to VPO'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 VPO. 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 **12 months**, after the end date specified in clause 4 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. VPO 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. VPO shall be considered as having the legal status of an independent contractor. Personnel of VPO, its contractors or anyone else working for VPO 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 VPO's Personnel as a result of their work pertaining to the activities under this Agreement.

16.c. VPO 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. VPO shall ensure that all personnel are free from any conflicts of interest relating to the Project activities.

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

17.b. VPO 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 the United Nations Environment Programme

For The Vice President's Office of the United Republic of Tanzania



By: Johan Robinson

Title: Head of Ecosystems Integration Branch

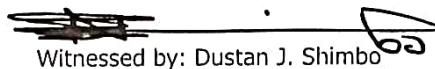
Date: 23/02/2023



By: Mary N. Maganga

Title: Permanent Secretary at Vice President's Office

Date:



Witnessed by: Dustan J. Shimbo

Title: Director of Legal Service Unit at Vice President's Office

Date:

ANNEX A: Annex A Implementation Plan

ANNEX B: Annex B Activity-Based Budget

Additional Annexes : Annex C Umoja Class Based Budget