



**United Nations
Environment
Programme**

EP



UNEP(DEPI)/MED ECP.5/Inf.4
20 February 2009

ENGLISH



MEDITERRANEAN ACTION PLAN

Fifth Meeting of the Executive Coordination Panel

Tunis, Tunisia, 26-27 February 2009

APPROVED EC/MAP PROJECT

UNEP/MAP
Athens, 2009

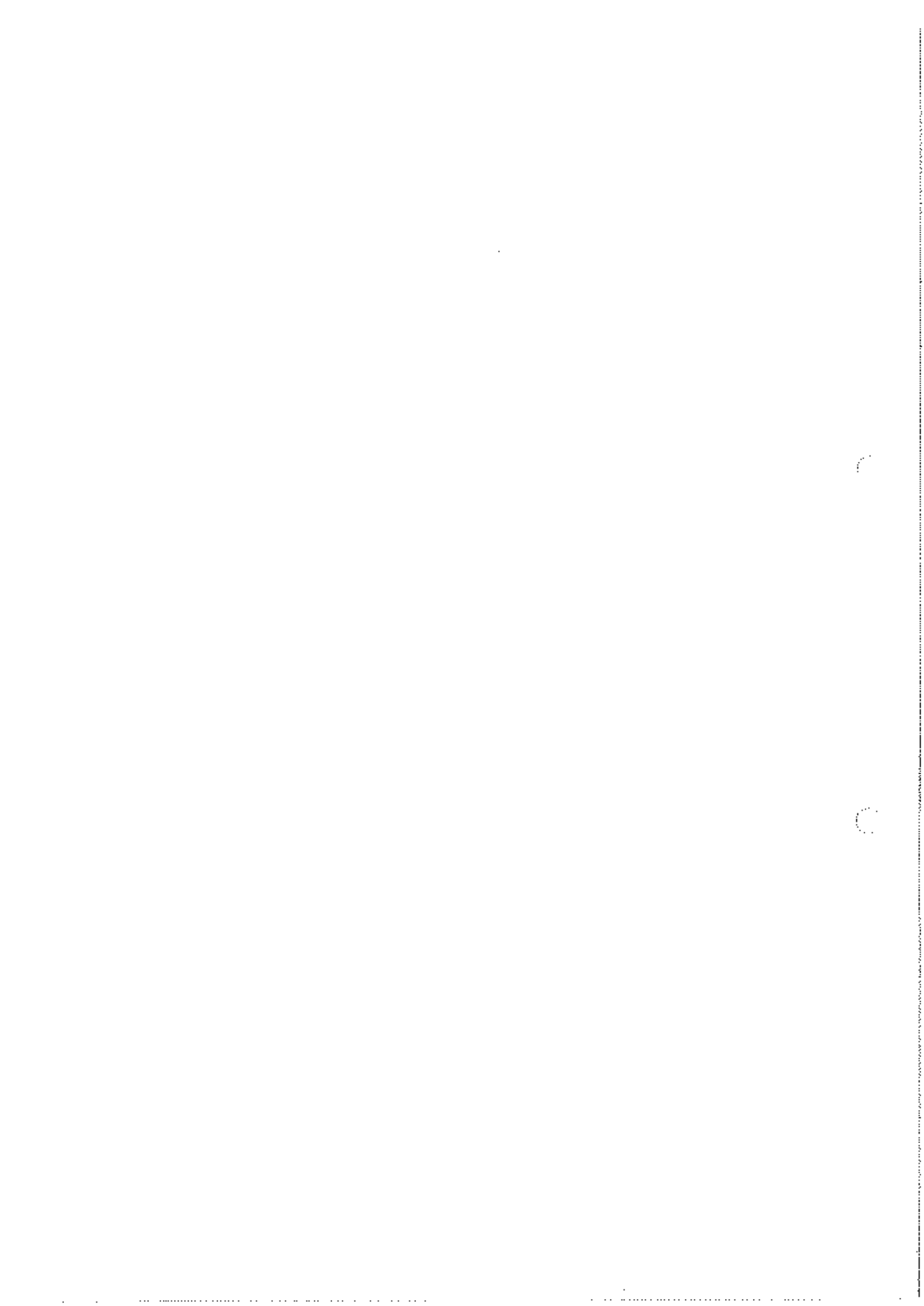


European Commission
DG Environment

Contribution Agreement

**Support to the Barcelona Convention for the Implementation of the
Ecosystem Approach, including the establishment of MPAs in open seas
areas, including deep sea**

21.0401/2008/519114/SUB/D2



EUROPEAN COMMUNITY CONTRIBUTION AGREEMENT WITH AN INTERNATIONAL ORGANISATION

No. 21.0401/2008/519114/SUB/D2

The European Community, represented by the Commission of the European Communities, ("the Contracting Authority")

of the one part,

and

United Nations Environmental Programme / Mediterranean Action Plan (UNEP/MAP) with its Head office at 48, Vas. Konstantinou, 11635 Athens, Greece ("the Organisation")

of the other part,

have agreed as follows:

Special Conditions

Article 1 - Purpose

- 1(1) The purpose of this Agreement is a contribution by the Contracting Authority for the implementation of the action entitled: **"Support to the Barcelona Convention for the Implementation of the Ecosystem Approach, including the establishment of MPAs in open seas areas, including deep sea"** ("the Action") as described in Annex I.
- 1(2) The Organisation will be awarded the contribution on the terms and conditions set out in this Agreement, which complies with the provisions of the Financial and Administrative Framework Agreement between the Contracting Authority and the Organisation and consists of these special conditions ("Special Conditions") and their annexes.
- 1(3) The Organisation accepts the contribution and undertakes to do everything in its power to implement the Action under its own responsibility.
- 1(4) The Action is a Joint Management Action for all purposes of this Agreement.
- 1(5) The Action is a Multi-donor Action for all purposes of this Agreement.

Article 2 – Entry into force and Implementation Period

- 2(1) This Agreement shall enter into force on the date when the last of the two Parties signs.
- 2(2) The implementation of this Agreement will begin on **01/01/2009**.
- 2(3) The implementation period of this Agreement, as laid down in Annex I, is **28 months**.

Article 3 - Financing the Action

- 3(1) The total cost of the Action eligible for financing by the Contracting Authority is estimated at **EUR 761.500**, as set out in Annex III.

- 3(2) The Contracting Authority undertakes to finance a maximum of **EUR 685.000**; the final amount will be established in accordance with Articles 14 and 17 of Annex II.
- 3(3) Pursuant to Article 14(4) of Annex II, 7% of the final amount of direct eligible costs of the Action established in accordance with Articles 14 and 17 of Annex II, may be claimed by the Organisation as indirect costs.

Article 4 - Narrative and financial reporting and payment arrangements

- 4(1) Narrative and financial reports shall be produced in support of payment requests, in compliance with Articles 2 and 15(1) of Annex II.
- 4(2) Payment will be made in accordance with Article 15 of Annex II; of the options referred to in Article 15(1), the following will apply:

Option 2

First pre-financing	EUR 350.000
Forecast further instalments of pre-financing (subject to the provisions of Annex II)	EUR 198.000
Forecast final payment (subject to the provisions of Annex II)	EUR 137.000

Article 5 - Contact addresses

Any communication relating to this Agreement shall be in writing, shall state the number and title of the Action, and shall use the following addresses

For the Contracting Authority:

Payment requests and attached reports, including requests for changes to bank account arrangements shall be sent to:

European Commission
DG Environment, Unit F4
For the attention of Mr Angelo Salsi, Head of Unit
BU-5; 3/11
B-1049 Brussels

Copies of the documents referred to above, and correspondence of any other nature, shall be sent to:

European Commission
DG Environment, Unit D2
For the attention of Mr Peter Gammeltoft, Head of Unit
BU-9; 3/146
B-1049 Brussels
peter.gammeltoft@ec.europa.eu
Tel: +32 2 296 86 95

For the Organisation:

UNEP /MAP
For the attention of Mr Paul Mifsud

48 Vas. Konstantinou
11635 Athens, Greece
Paul.mifsud@unepmap.gr
Tel: +30 210 7273123

Article 6 - Annexes

6(1) The following documents are annexed to these Special Conditions and form an integral part of the Agreement:

- Annex I: Description of the Action
- Annex II: General Conditions applicable to European Community contribution agreements with international organisations
- Annex III: Budget for the Action
- Annex IV: Financial identification form
- Annex V: Standard request for payment

6(2) In the event of a conflict between the provisions of the Annexes and those of the Special Conditions, the provisions of the Special Conditions shall take precedence. In the event of a conflict between the provisions of Annex II and those of the other annexes, the provisions of Annex II shall take precedence.

Article 7 - Other specific conditions applying to the Action

7(1) The following shall supplement the General Conditions:

7(1)(1) The flexibility provided for in Article 9.2. may also be applied in cases where the 15% limit is exceeded but the overall accumulated amount transferred between budget headings is equal or less than EUR 30,000. Under this additional flexibility the Organisation may amend the Budget and shall inform the Contracting Authority. This method may not be used in case of substantial changes.


Done in Brussels in two originals in the English language, one for the Contracting Authority and one for the Organisation.

For the Organisation

Name : Paul Mifsud
Position : Coordinator of the UNEP/MAP

Signature :

Date :


12/12/2008

Recd + Approved

For the Contracting Authority

Name : Peter Gammeltoft
Position : Acting Director

Signature :

Date :


19/12/2008

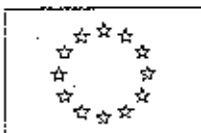


ANNEX I:

Description of the Action

7

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**Contracting Authority:
European Commission
Directorate-General for Environment**

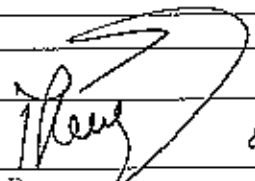
**Thematic Programme for Environment and
sustainable management of Natural Resources,
including energy (ENRTP)**

Grant Application Form

Budget line 21.0401

Reference: Priority 4 Targeted projects 2008

Deadline for submission of applications: 01 September 2008

Name of applicant:	Coordinating Unit for the Mediterranean Action Plan (MEDU)	
Title of the action:	Support to the Barcelona Convention for the Implementation of the Ecosystem Approach, including the establishment of MPAs in open seas areas, including deep sea.	
Location(s) of the action:	<i>All Parties to the Barcelona Convention, that is, all riparian countries to the Mediterranean Sea and the European Community</i>	
Total eligible cost of the action (A)	Amount requested from the Contracting Authority (B)	% of total eligible cost of action (B/Ax100)
761,500 EUR	685,000 EUR	89.950%
Total duration of the action:	28 months	
Signed on behalf of the applicant:		
Name	Mr Paul Mifsud	
Signature	 D.I.C	
Position	Coordinator of the UNEP/MAP	
Date	29 August 2008	

Contact details for the purpose of this action:	
Postal address:	48 Vas. Konstantinou, 11635 Athens, Greece
Telephone number: Country code + city code + number	+ 30 210 7273123
Fax number: Country code + city code + number	+30 210 7253196
Contact person for this action :	Paul Mifsud
Contact person's email address :	paul.mifsud@unepmap.gr

Any change in the addresses, phone numbers, fax numbers and in particular e-mail, must be notified in writing to the Contracting Authority. The Contracting Authority will not be held responsible in case it cannot contact an applicant.

NOTICE

All personal data (such as names, addresses, CVs, etc.) mentioned in your application form will be processed in accordance with Regulation (EC) No 45/2001 of the European Parliament and of the Council of 18 December 2000 on the protection of individuals with regard to the processing of personal data by the Community institutions and bodies and on the free movement of such data. Your replies to the questions in this form are necessary in order to assess your grant application and they will be processed solely for that purpose by the department responsible for the Community grant programme concerned. On request, you may be sent personal data and correct or complete them. For any question relating to these data, please contact the Commission department to which the form must be returned. Beneficiaries may lodge a complaint against the processing of their personal data with the European Data Protection Supervisor at any time (Official Journal L 8, 12.1.2001)].

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FULL APPLICATION FORM

I. THE ACTION

To be submitted by all applicants

1. DESCRIPTION

1. Title

Support to the Barcelona Convention for the Implementation of the Ecosystem Approach, including the establishment of MPAs in open seas areas, including deep sea.

2. Location(s)

All Parties to the Barcelona Convention, that is, all riparian countries to the Mediterranean Sea and the European Community

3. Cost of the action and amount requested from the Contracting Authority

Total eligible cost of the action (A)	Amount requested from the Contracting Authority (B)	% of total eligible cost of action (B/Ax100)
761,500 EUR	685,000 EUR	89.950%

Please note that the cost of the action and the contribution requested from the Contracting Authority have to be expressed in EURO.

4. Summary (max 1 page)

Total duration of the action	28 months Indicative start date: 01 January 2009 Indicative ending date: 01 May 2011
Objectives of the action	<p><Overall objectives>: The overall objective is to promote the application of the ecosystem approach (ECAP) to the management of human activities within the Barcelona Convention , to consolidate the conservation of marine habitats including in areas in open seas, including deep seas. The action is also to promote implementation of the EU Marine Strategy in shared seas.</p> <p><Specific objectives>: The specific objectives are:</p> <ul style="list-style-type: none"> - Promoting and enhancing the implementation of the roadmap for the application of the ecosystem approach to the management of human activities that has been adopted by the Contracting Parties to the Barcelona Convention. - Facilitate the establishment, by the Contracting Parties to the Barcelona Convention of Specially Protected Areas of Mediterranean Interest to protect habitats of conservation interest located in protected areas in open seas and deep sea habitats, <p>The specific objectives are to plan and expand implementation of the ecosystem approach in the context of the Barcelona Convention, which is a UNEP regional seas convention covering the Mediterranean Sea. The Convention has traditionally worked on protected areas in coastal areas but conservation cannot be fully effective unless backed up by which can also be extremely vulnerable but are underrepresented for a number of reasons. The project will prepare for designation of marine protection areas (MPAs) in such areas.</p>
Partner(s)	
Target group(s) ¹	All governmental and non-governmental entities involved in the planning of human activities using the Mediterranean marine environment.
Final beneficiaries ²	The users of the Mediterranean marine environment such as fishing and tourism sectors and other sea users, including the local communities in the coastal zones.
Estimated results	<ul style="list-style-type: none"> - Better integration of ecosystem considerations in the planning and management policies of the main human activities that use the Mediterranean Environment. - Concerted Ecological Vision for the Mediterranean integrating the

¹ "Target groups" are the groups/entities who will be directly positively affected by the project at the Project Purpose level – See paragraph 2.3 in Section II for the list.

² "Final beneficiaries" are those who will benefit from the project in the long term at the level of the society or sector at large

	<p>Ecosystem requirements.</p> <ul style="list-style-type: none"> - Methodologies and approaches available to the stakeholders and decision-makers at regional, national and local levels.
Main activities	<p>Two main actions are considered within this project:</p> <ol style="list-style-type: none"> 1. <u>The further development of the Ecosystem Approach within the Barcelona Convention.</u> <ul style="list-style-type: none"> - This action requires the carrying out of the following main activities: <ul style="list-style-type: none"> - Identification of important ecosystem properties and assessment of ecological status and pressures. - Socio-economic analysis of ecosystem goods and services - Development of a set of ecological and operational objectives with indicators and target levels. - Regional meeting of government-designated experts to consider and review the results of the project. 2. <u>Identification and preparation for nomination of Specially Protected Areas of Mediterranean Importance (SPAMIs) by the CoP of the Convention</u> <ul style="list-style-type: none"> - This action requires the carrying out of the following main activities: <ul style="list-style-type: none"> - Legal analysis about the status of each of the selected areas and data collection including field surveys: - Elaboration of the draft SPAMIs presentation reports - Consultation meetings to review and finalise de presentation reports

Where applicable, clearly indicate the sector³, theme, or geographical area specified in the Programme to which the proposed action would apply

³ See paragraph 2.2 in Section II for the list of Sectors

5. Objectives (max 1 page)

The overall objectives of this project are (A) to promote the application of the ecosystem approach (ECAP) to the management of human activities within the Barcelona Convention and (B) to consolidate the conservation of marine habitats including in Mediterranean open sea areas, including deep seas.

To attain the overall objective (A), the first action to be carried out under this project (Action 1) will be the further development of the Ecosystem Approach within the Barcelona Convention. Indeed, the Contracting Parties to the Barcelona Convention (all Mediterranean coastal states plus the EU) have decided at their last Ordinary Meeting in Almeria (Spain), in January 2008, to progressively apply the ECAP to the management of human activities that may affect the Mediterranean marine and coastal environment for the promotion of sustainable development, as recommended by the World Summit on Sustainable Development (Johannesburg, 2002) in its Plan of Implementation.

For this purpose, a process has been initiated, involving scientists and policy makers, and when appropriate, other competent bodies/organizations/authorities, aiming at the gradual application of the ecosystem approach which would include the following steps:

- 1) Definition of an ecological Vision for the Mediterranean.
- 2) Setting of common Mediterranean strategic goals.
- 3) Identification of important ecosystem properties and assessment of ecological status and pressures*.
- 4) Development of a set of ecological objectives corresponding to the Vision and strategic goals.
- 5) Derivation of operational objectives with indicators and target levels.
- 6) Revision of existing monitoring programmes for ongoing assessment and regular updating of targets.
- 7) Development and review of relevant action plans and programmes.

The first two steps of the road map have already been agreed upon by the Contracting Parties. Thus, the implementation of the road map and specifically its steps 3 and 4, will be among the specific objectives of the project.

As regards objective (B), Under its overall objective of consolidating the conservation of marine habitats, the project aims specifically at promoting the establishment of a representative ecological network of marine protected areas in the Mediterranean, using, in this context, the SPAMI system to establish MPAs to protect habitats of conservation interest located in open sea zones.

* From this step onwards, it is necessary to consider the appropriate spatial and temporal scale of application of the approach

6. Relevance of the action (max 3 pages)

General presentation and analysis of the problems and their interrelation at all levels.

The **Ecosystem Approach** has been introduced aiming at improving the way human activities are managed for the protection of the marine environment. Following the World Summit on Sustainable Development, it has been adopted by many International Conventions and Regional Seas Organizations. The Contracting Parties to the Barcelona Convention have adopted it in January 2008 at their Almeria meeting. The proposals to that meeting were developed in the framework of a project (ECOMED) funded by the EC.

It is widely recognised that "the main challenge as regards the provision of marine goods and services, also in the Mediterranean area, lies in being able to promote economic development based on the sea without at the same time aggravating the state of the marine environment."⁴ At Mediterranean scale, we acknowledge that "the environment in the Mediterranean forms the basis for the development of the region, and it is crucial to put an end to the environmental degradation that is already giving rise to very high economic and social costs. The region also needs to redirect its development to meet the economic and social needs, which are considerable in the South and East, without increasing the process of environmental degradation."⁵ The EC, finally, adopted as the objective of its Strategy "to protect and restore Europe's oceans and seas and ensure that human activities are carried out in a sustainable manner so that current and future generations enjoy and benefit from biologically diverse and dynamic oceans and seas that are safe, clean, healthy and productive."

In this context, any environmental policy should be developed in a way that secures an effective protection of the marine environment and that makes possible the continued provision of marine goods and services for the wealth of the population. The application of the ECAP has the potential to help reach a balance between the requirements of human activities and the conservation of the marine environment. Its adoption and gradual implementation within the framework of the Mediterranean Action Plan (Barcelona Convention) will give new impetus to the preparation of more integrated and holistic policies by the Convention, including the impact of human activities on the marine environment.

To ensure the sustainability of the exploitation of marine goods and services in the Mediterranean Sea, it is important that the ECAP and its related conservation and management measures be applied not only to coastal areas, but they should cover also the **habitats and ecosystems located in open seas**, including deep sea. The SPAMI system set under the Barcelona Convention is a tool that can be used by the Contracting Parties to establish MPAs in such areas of the Mediterranean. The project includes activities aimed at facilitating the process of designation of SPAMIs in areas identified as hot spot of biodiversity and whose protection requires using tools within the Convention. The Creation of SPAMIs on such areas, that may extend to High Seas, requires the elaboration of substantive presentation reports and a consultation process between concerned countries. Facilitating such processes for the creation of SPAMIs in these areas will significantly contribute to the development and implementation of a Mediterranean representative network of MPAs.

⁴ EC President Barroso, "Key note speech - European Maritime Policy" Portuguese Presidency Ministerial Conference Lisbon, 22 October 2007"

⁵ Taken from "MEDITERRANEAN STRATEGY FOR SUSTAINABLE DEVELOPMENT A Framework for Environmental Sustainability and Shared Prosperity"

Description of the target groups and final beneficiaries.

All the Governmental and Non-Governmental entities concerned with the sustainable use and the conservation of the marine environment in the Mediterranean will benefit from the results and outputs of the project. These include authorities, organisations and individuals in all the Contracting Parties to the Barcelona Convention. The project results and outputs will also facilitate the work of many international organisations (IGOs and NGOs) active in the Mediterranean.

The ultimate beneficiaries will be the users of the Mediterranean Sea including many sectors of human activities such as Fisheries, Tourism etc.

The implementation of the Ecosystem Approach is not only a task for the Convention and its subsidiary bodies, but also and mainly for its Parties. Likewise, the completion of the designation of MPAs in the open seas will enhance the capacity of the Convention itself, whose visibility will be increased, but also of the whole community of users of the Mediterranean Sea.

Specific problems to be addressed by the action

Through its two actions, the project will help to solve the implementation deficit that chronically affects the environmental decisions taken at regional level.

As regards the implementation of the Ecosystem approach, there is a need to transform the political will already expressed by Parties to the Convention into real actions, in order to prove its advantages with respect to the current approaches in environmental policy-making. This presents obvious synergies with the implementation of the Marine Strategy Directive by EU Member States and will facilitate the elaboration and testing of guidelines indicating the ways to proceed at regional scale.

The creation of a network of SPAMIs in the Mediterranean open seas is a process that will tackle the common problems in the region as regards implementation (a) the identification of the stakeholders to be involved, (b) the joint consideration of issues having scientific and technical nature, and (c) the intertwining of ecological considerations with economic, social, and political concerns.

Relevance of the proposal to the needs and constraints to target groups and beneficiaries and how it will provide the desired solutions

The two actions of the project address high priority issues identified within the framework of the Mediterranean Action Plan. During their 15th Ordinary Meeting, the Contracting Parties to the Barcelona Convention highlighted the importance of the ECAP and adopted a roadmap to progressively apply it to the management of human activities that may affect the Mediterranean marine and coastal environment

As it appears in the SAPBIO adopted by the Contracting Parties to the Barcelona Convention, "the setting up of protected areas offshore (including the High Seas) to protect pelagic ecosystem and sensitive species and important and partially unknown benthic areas such as the "white coral community", seamounts and submarine canyons should be a priority. The SPAMI List can constitute an important tool to help the creation of MPAs offshore in international waters".

This project falls within priority IV of the document referred to, "strengthening environmental governance and EU leadership," in particular on the support to be provided to international environmental organisations and processes, that share the EU's desire to find multilateral solutions to environmental problems. In addition, the implementation of the ecosystem approach and the setting of MPA networks are amongst the important commitments by the EU and the International Community (CBD and WSSD).

The project will, in addition, contribute to the gradual implementation of the ecosystem approach to the management of fisheries activities.

7. Description of the action and its effectiveness (max 14 pages)

Action 1: The further development of the Ecosystem Approach within the Barcelona Convention

The project's "Action 1" aims at promoting and enhancing the implementation of the road map for the application of the ecosystem approach to the management of human activities that has been adopted by the Contracting Parties to the Barcelona Convention (see above). At the same time, Directive 2008/56/EC establishes a framework for the marine strategy and defines the obligations of EU member states as well as their implementation modalities. The overall aim of this project is to contribute to the success of this new environmental policy, whose principles are shared by the EU and the Barcelona Convention, building upon the long history of cooperation between the European Commission (EC) and the Barcelona Convention Coordinating Unit (MEDU).

This new policy requires changes in the way that environmental decisions and policies are made, introducing holistic and integrated approaches that aim to manage the human activities in a sustainable way and in an environmental cooperation between Mediterranean countries.

The road map adopted by the Mediterranean states consists of seven steps. The first two steps of the road map have already been agreed upon by the Contracting Parties.

The ecological Vision agreed is the following:

"A healthy Mediterranean with marine and coastal ecosystems that are productive and biologically diverse for the benefit of present and future generations";

The strategic goals agreed are:

- a) *To protect, allow recovery and, where practicable, restore the structure and function of marine and coastal ecosystems thus also protecting biodiversity, in order to achieve and maintain good ecological status and allow for their sustainable use.*
- b) *To reduce pollution in the marine and coastal environment so as to minimize impacts on and risks to human and/or ecosystem health and/or uses of the sea and the coasts.*
- c) *To prevent, reduce and manage the vulnerability of the sea and the coasts to risks induced by human activities and natural events;*

Thus, the specific objective of the project is to facilitate the implementation of the road map and specifically its steps 3 and 4 (see road map above).

Step 3 of the road map requires that an assessment of the ecological status and of pressures and impacts is undertaken in each of the four regions of the Mediterranean using the agreed Table of Contents shown below. For the implementation of step 3, there is already an agreement to identify four areas in the Mediterranean based on bio-geographic and oceanographic considerations. The four regions agreed upon are: Area 1: Western Mediterranean Sea, Area 2: Adriatic Sea, Area 3: Ionian Sea and Central Mediterranean, Area 4: Aegean-Levantine sea. A socio-economic analysis of the goods and services provided by the ecosystem and the cost of degradation of the marine and coastal environment will also be undertaken. The compilation of assessment methodologies will be undertaken as a supporting activity.

1 Preparation of the assessment documents on ecological status and pressures and impacts based on the agreed Table of Contents

Groups of national experts will undertake to prepare the assessment documents and identify gaps. The work of the groups can be divided into three parts. They will first collect and compile information using the agreed table of contents, then they will identify the information gaps and lastly they will proceed with the assessment using the products of activity 3. At the kick-off meeting, work methodology will be explained and responsibilities shared.

Output: Four draft assessment documents containing information in the four respective areas and identifying gaps with proposals for further work..

2 Preparation of the socio-economic analysis

The socio-economic analysis of the goods and services provided by the ecosystem and the cost of degradation of the marine and coastal environment will be undertaken by the relevant MAP component with external assistance.

Output: Socio-economic analysis

3 Compilation of existing assessment methodologies and identification of possible quality descriptors of the marine and coastal ecosystem.

This task will be undertaken by the relevant MAP components assisted by experts.

Output: Compilation of assessment methodologies and possible quality descriptors of the marine and coastal ecosystem

4. Pilot project for the implementation of step 4 and subsequent steps of the road map.

Step 4 of the road map requires that a set of ecological objectives should be developed corresponding to the Vision and strategic goals.

As there is no experience in the Mediterranean and the Mediterranean Action Plan is a vast programme covering a diverse number of issues, it is proposed that, before implementation of this step, a pilot project is initiated to apply steps 4-7 of the road map using selected objectives common, to the extent possible, to all four areas and covering pollution and biodiversity. This activity will require the organization of two meetings attended by MAP and outside experts.

Output: Model examples of implementing the road map using a number of methodologies..

5. Organization of a regional meeting of government-designated experts to consider and review the results of Action 1 of the project .

The outputs produced by the above activities i.e. the assessment documents, the document on assessment methodologies and ecosystem quality descriptors, the socio-economic analysis,

the results of the pilot project on the implementation of the road map and other relevant issues will be reviewed by the Third Meeting of Government-designated Experts on the Application of the Ecosystem Approach by MAP, scheduled to be convened in late Spring 2009.

Expected output: Agreed documentation and proposals to the Meeting of Contracting Parties.

Action 2: The identification and preparation for nomination of Specially Protected Areas of Mediterranean Importance (SPAMIs) by the CoP of the Convention

The activities needed to achieve the objectives of the project's "Action 2" may be grouped in 4 categories:

- Project Governance
- Assessment and data collection
- Consultation and negotiation
- Information

Here are the activities to be undertaken:

- Appointment of the steering committee
- Legal analysis about the status of each of the 3 selected areas
- Preliminary delimitation of the selected areas
- First Meeting of the steering committee
- First consultation meetings
- Data collection including field surveys
- Elaboration of the draft presentation reports
- Second Consultation meetings
- [Second Meeting of the steering committee]
- Information campaign

1. Appointment of the steering committee

The mandate of the Steering Committee is to provide guidance on the development of the project and to validate the main outputs. RAC/SPA will act as Secretariat for the Steering Committee and provide the necessary arrangement for its meetings.

2. Legal analysis about the status of each selected area

The legal status of the area is a key element that defines the procedure to follow for proposing the areas as SPAMI. It has also an impact on the arrangements for the enforcement of the regulation applicable to the area as well as for the implementation of the management measures.

3. Preliminary delimitation of the shortlisted areas

Under this activity, the suitable limits of each candidate area will be defined taking into accounts its natural features and its legal context. The preliminary limits will be used to design the programme of the field surveys of activity 5 hereinafter.

4. First Meeting of the steering committee

At least two meeting of the Steering Committee will be convened during the project period.. The first one will be held at the beginning of the project.

5. Data collection including field surveys Timetable for activities

The objective of this activity is to provide up-to-date data about the natural features of the selected areas. These data are needed to prepare the SPAMI presentation reports.

6. Elaboration of the draft presentation reports

Under this activity the presentation reports will be elaborated by a group of national and international experts.

7. Consultation meetings

The countries concerned will be invited to attend the consultation meetings with the view of reviewing and finalising the draft presentation reports.

8. Information campaign

The aim of this activity is to inform the relevant authorities and the general public about the process of creating the proposed SPAMI.

Outputs of Action 2: The main outputs of the Project's Action 2 will be the presentation reports for 3 candidate SPAMIs prepared in accordance with the format required for submitting SPAMI proposals. In addition to the main outputs the following outputs will be generated:

- Review of the legal status of the selected areas
- Reports of the Meetings of the steering committee
- Minutes of the consultation meetings
- Reports of the data collection/field survey campaigns
- Information material (brochures, posters and leaflets)

8. Methodology (max 4 pages)

ACTION 1

1. Preparation of the assessment documents on ecological status and pressures and impacts based on the agreed Table of Contents presented below.

Methodology: Working groups will be established in each area that will undertake the compilation and collation of existing information. Each bordering state in the Area will nominate at least one participant to the group but all Contracting Parties are free to participate. It is expected that involvement of experts from all countries will enable the retrieving of maximum information within the countries including grey literature. The work of the groups will actually be divided into three parts: (a) compilation of existing information, (b) identification of possible gaps and (c) actual assessment work. After establishment, the groups will have their kick-off meetings to discuss organization of work and sharing of responsibilities. Overall coordination will be assumed by the Barcelona Convention Secretariat. After completion of the first two stages of the work, the groups will agree on assessment methodologies used and on proposals for filling of gaps identified.

Agreed Table of Contents for the assessment documents

- I. Marine and coastal ecosystem status

Executive summary

1. Introduction
2. Physical and chemical characteristics
 - 2.1 Topography, bathymetry and nature of seabed
 - 2.2 Spatial and temporal (all available data but at least 5 years) distribution of salinity; annual and seasonal temperature regime; currents, air sea interaction, water masses, mixing, upwelling, turbidity, etc.
 - 2.3 Spatial and temporal (all available data but at least 5 years) distribution of nutrients (dissolved inorganic nitrogen and phosphorus, total nitrogen and phosphorus), dissolved oxygen and pH
 - 2.4 Sedimentology
 - 2.5 General description of the catchment area in relation to the analysis
3. Biological characteristics
 - 3.1 Description of water column biological communities (basically phyto- and zooplankton) including the species and seasonal and geographical variability
 - 3.2 Information on invertebrate bottom fauna, macro-algae and angiosperms including species composition, biomass and annual/seasonal variability
 - 3.3 Description of population dynamics (including evolution trends), natural and actual range and status of species of marine mammals, reptiles and seabirds
 - 3.4 Inventory of the temporal occurrence, abundance and spatial distribution of exotic, non-indigenous and invasive species
 - 3.5 Information on the structure of fish populations including abundance, spatial distribution and age/size structure
 - 3.6 To the extent not described above, description of coastal biological communities including species composition and abundance
4. Habitat types
Predominant habitat types should be described in terms of physical, chemical and biological features. Habitats of special scientific or economic or biodiversity interest or habitats subject to intense or specific pressures should be identified. Identification and mapping of special habitat types including MPAs, etc.

5. Conclusions and identification of gaps

II. Pressures and impacts (Note 1) Should cover cumulative and synergistic effects (2) Ecosystem goods and services to be included in the socio-economic assessment)

1. Contamination (including biomagnification) by hazardous substances (includes heavy metals, halogenated and petroleum hydrocarbons, antifoulants, chemicals and pharmaceuticals, etc. from all sources as well as radionuclides)
2. Dumping activities (introduction of substances and impact)
3. Nutrient and organic matter enrichment. Inputs of fertilizers and other N-P rich substances (e.g. from point and diffuse sources including agriculture, aquaculture and atmospheric deposition). Inputs of organic matter (e.g. sewers, mariculture, riverine inputs)
4. Biological disturbance (non-indigenous and invasive species, microbial pathogens, impact of fisheries on target and non-target species)
5. Physical disturbance
 - 5.1 Effects from man-made structures and constructions on and off shore
 - 5.2 Impacts on the seabed and siltation changes (e.g. from fishing and boating activities, dredging material, outfalls, exploration and exploitation of living and non-living resources on the seabed and subsoil, marine erosion, etc.)
 - 5.3 Effects of underwater noise and marine litter
6. Other interferences; on temperature (e.g. power plants); on salinity (e.g. in lagoons from constructions); desalination plants
7. Tourism and recreational activities
8. Maritime activities
9. Emerging issues such as climatic change effects and deep sea ecosystem modifications

III Conclusions including policy considerations and priorities

This chapter could include the conclusions and all issues of serious concern (eg. health issues) and hot spot areas where urgent action is needed. Where policies are in place and measures have been taken relevant to the application of the ecosystem approach, these could be taken into account.

Note 1: In addition to the above, the Secretariat will undertake an economic and social analysis of the use of the waters and of the cost of degradation of the marine and coastal environment. The study will address the role of the marine and coastal ecosystem as provider of goods and services to mankind and may also include the socio-economic situation in the region.

Note 2. For the environmental evaluation, when appropriate, the measures already taken and their effectiveness may also be addressed

2. Preparation of the socio-economic analysis

It is envisaged that the preparation of a socio-economic analysis of the goods and services provided by the ecosystem and the cost of degradation of the marine and coastal environment will be undertaken by the relevant MAP component with external assistance. One of the MAP components (Blue Plan) has extensive experience in socio-economic work.

3. Compilation of existing assessment methodologies and identification of possible quality descriptors of the marine and coastal ecosystem.

This work will be undertaken by the relevant MAP components (MED POL and SPA/RAC) with the assistance of outside expertise. A lot of work has already taken place in other fora and thus the work will concentrate on searching and compiling available information judging its usefulness for the Mediterranean area. This work will assist the Area groups which will undertake the preparation of the assessment documents (activity 1).

4. Pilot project for the implementation of step 4 and subsequent steps of the agreed road map for the application of the ecosystem approach

This project will consist of a brainstorming exercise and a desk study basing work on available information within MAP but also on the experience developed within other fora such as HELCOM. The organization of two meetings is envisaged attended by the relevant MAP secretariat staff and by outside experts. Participants will try by using various ideas to complete the road map for a selected number of ecological objectives pertinent to the activities of MED POL and RAC/SPA i.e. pollution and biodiversity.

During the first meeting of this group (two days) work will concentrate on the ecological objectives to be utilized; then, operational objectives will be derived for each ecological objective as well as indicators for monitoring and following progress. During the second meeting work will concentrate on the possible target levels, revision of existing monitoring activities and action plans including adaptation of ongoing MAP activities and policies. Organisation of a regional meeting of government-designated experts to consider and review the results of Action 1 of the project

All outputs and proposals derived from the above activities will be submitted for review and consideration by the Third Meeting of Government-designated Experts on the Application of the Ecosystem Approach which is expected to take place in late spring 2009. This meeting may make relevant proposals to the Meeting of the Contracting Parties that will take place at the end of 2009.

It is envisaged that the following will be submitted to the above meeting:

- Four draft assessment documents (compilation of information, identification of gaps, proposals for filling the gaps, proposals for assessment methodologies)
- Socio-economic analysis
- Compilation of assessment methodologies and possible quality descriptors of the ecosystem
- Model examples of how to proceed with the implementation of step 4 and subsequent steps of the agreed road map for the application of the ecosystem approach.

ACTION 2

The methodology to be followed in implementing the activities of Action 2 is based on the procedure set by the SPAMI Protocol of the Barcelona Convention as for the submission of proposals for the establishment of SPAMIs. Here is the methodology proposed for each activity:

1. Appointment of the steering committee

From the beginning of the project a Steering Committee will be formed. Its mandate is to provide guidance on the development of the project and to validate the main outputs. All the riparian countries to the short listed areas [the Contracting Parties to the Barcelona Convention] will be invited to designate their representatives in the Steering Committee. The relevant International Organisations and NGOs will be also invited to attend the Meeting of the Steering Committee as Observers.

A first meeting of the Steering Committee will be convened during the first three Months of the Project. A second Meeting will be held Three months before the project end.

2. Legal analysis about the status of each selected area

The legal status of the area is a key element that defines the procedure to follow for proposing the areas as SPAMI. It has also an impact on the arrangements for the enforcement of the regulation applicable to the area as well as for the implementation of the management measures. It is therefore important to carry out an in-depth analysis of the legal status of the area to check carefully if the relevant limits of national sovereignty or jurisdiction are clearly defined and if there is any dispute about the concerned areas. In this case, zones hosting possible sites but over which there remain unsolved disputes between parties to the Convention, will be excluded.

3. Preliminary delimitation of the shortlisted areas

Based on the outputs of the project "Identification of possible SPAMIs in the Mediterranean areas beyond national jurisdiction", the limits and surface area of the selected zones will be defined on preliminary basis. The final boundaries will be defined during the consultation meeting taking into account the results of the field surveys.

4. First Meeting of the steering committee

The first meeting of the Steering Committee will be held before the end of the project's month 3. It will review the workplan of the project, the legal analysis and the preliminary limits prepared under activity 2 and activity 3 respectively.

5. Data collection including field surveys Timetable for activities

A field survey will be carried out in each of the three selected areas using a research vessel. The duration of each survey will be 7 to 10 days using as appropriate side scan sonar, acoustic ground discrimination system (AGDS) and relevant techniques for water column studies. The objective of the field surveys is to supplement the existing data and provide further details and evidence as for the physical and ecological features of the candidate areas.

6. Elaboration of the draft presentation reports

Under this activity the presentation reports will be elaborated by a group of national and international experts. They will conform to the format for the SPAMI presentation reports adopted by the Contracting Parties to the Barcelona Convention.

In addition to the information about the natural features of the area, the presentation reports should include the goals of the SPAMI, detailed information about the management measures applicable to the area and the related institutional arrangements.

7. Consultation meetings

The SPAMI Protocol stipulates that proposals for inclusion in the SPAMI List may be submitted (i) by two or more neighbouring Parties concerned if the area is situated, totally or partially in the high sea and (ii) by the neighbouring Parties concerned in areas where the limits of national sovereignty or jurisdiction have not yet been defined.

Under this activity, for each candidate area, a consultation process will be carried out between the concerned countries with the view of defining the objectives of the area, the management measures and the required arrangements. When there are important differences as regards delimitation issues between concerned parties to the Convention, the area will not be taken into consideration.

Where possible and appropriate, bilateral or multilateral agreement may be elaborated and signed by the concerned countries.

8. Information campaign

In order to facilitate and support the process to be conducted at national level for the elaboration of the proposals for inclusion in the SPAMI, the project will elaborate information material and organise an information event (information day) in each participating country.

9. Duration and indicative action plan for implementing the action

The duration of the action will be 28 months.

Workplan for Action I (1 JANUARY 2009-MARCH 2010)

The calendar below tentatively starts with JANUARY 2009 as the first semester month)

Year 1

	Semester 1						Semester 2						Implementing body
	1	2	3	4	5	6	7	8	9	10	11	12	
Preparation activity 1 Establishment of working groups and kick-off meeting													MEDU
Execution activity 1 Preparation of 4 assessment documents (first draft consisting of compilation of information and identification of gaps)													MEDU
Execution activity 1 Preparation of final assessment documents													MEDU
Execution activity 2 Preparation of socio-economic analysis													MEDU
Execution activity 3 Compilation of assessment methodologies													MEDU
Execution activity 4 Pilot project on road map													MEDU
Preparation activity 5 Preparation of invitations and documentation for regional meeting													MEDU
Execution activity 5 Organisation of regional meeting													MEDU

Year 2

	Semester 1						Semester 2						Implementing body
	1	2	3	4	5	6	7	8	9	10	11	12	
													MEDU
Preparation of final assessment documents													MEDU

Workplan for Action 2 (OCTOBER 2009-JANUARY 2011)

Year 2

	Semester 1						Semester 2						Implementing body
	1	2	3	4	5	6	7	8	9	10	11	12	
Appointment of the steering committee	■	■											RAC/SPA
Legal analysis about the status of each selected area		■	■										RAC/SPA
Preliminary delimitation of the selected areas			■										RAC/SPA
Meeting of the steering committee			■										RAC/SPA
First consultation meetings				■	■	■							RAC/SPA
Data collection/Field survey							■	■	■				RAC/SPA
Elaboration of the draft SPAM/ presentation reports					■	■	■	■	■	■	■	■	RAC/SPA
Second Consultation meetings											■	■	RAC/SPA
Information campaign				■	■	■	■	■	■	■	■	■	RAC/SPA National authorities

Year 3

	Semester 1						Semester 2						Implementing body
	1	2	3	4	5	6	7	8	9	10	11	12	
Information campaign	■	■	■										RAC/SPA National authorities
Finalisation of the SPAM/ presentation reports	■	■	■										RAC/SPA National authorities
Submission of the Proposals for inclusion in the SPAM List				■									National authorities

10. Sustainability (max 3 pages)

As regards the implementation of the Ecosystem Approach, the willingness of Parties to participate is a precondition for success. Some Parties and also numerous stakeholders have already approached MEDU to offer their participation. The process followed to prepare the decision on the Ecosystem Approach that has been adopted by the Contracting Parties has proven to be successful and will be applied. The adoption of the Marine Strategy Directive will undoubtedly guarantee the participation of the EU Member States.

The designation of MPAs represents of course a challenge from the scientific point of view. Whereas a certain proportion of the Mediterranean marine environment – mainly limited to shallow coastal habitats in the northwest – is reasonably well known, the remaining portion of the region, including the deeper benthos and the water column, remains uncharted.

This action relies on the cooperation within the Mediterranean marine science community to support this first step of the process to build a coherent system of natural sites configured and managed to

conserve key species, mostly in open sea areas, to maintain ecological functions and evolutionary processes as a means to conserve biodiversity, and to indicate what further knowledge needs to be gained in order to complete such system.

Both actions will be supported by specific legal decisions. The implementation of the Ecosystem Approach is a legal obligation for EU Members that, in addition, will be requested to ensure cooperation with non-EU countries. The formal designation of MPAs will be made through a decision of the CPs, that should be followed by proper management decisions to be taken only after the designation is made.

11. Logical framework

Please fill in Annex C⁶ to the Guidelines for applicants.

1. BUDGET FOR THE ACTION

Fill in Annex B to the Guidelines for applicants for the total duration of the action. For further information see the Guidelines for grant applicants (Section 2.1.4).

2. EXPECTED SOURCES OF FUNDING

Fill in worksheet Annex B(1) "Other sources of funding" to provide information on the expected sources of funding for the action.

For applications under Joint Management, only sheets "Annex B - Budget for the Action" and "Annex B(1) --Other sources of funding", are obligatory.

⁶ Explanations can be found at the following address:
http://ec.europa.eu/europeaid/reports/index_en.pdf

3. EXPERIENCE OF SIMILAR ACTIONS

Maximum 1 page per action. Please provide a detailed description of actions managed by your organisation over the past three years. This information will be used to assess whether you have sufficient and stable experience of managing actions in the same sector and of a comparable scale to the one for which you are requesting a grant.

Reference no:		Project title:		Sector (see section 2.2 of section II):		
Name of organisation	Location of the action	Cost of the action (EUR)	lead manager or partner	Donors to the action (name) ⁷	Amount contributed (by donor)	Dates (from dd/mm/yyyy to dd/mm/yyyy) Since 1976 to present
UNEP MAP	All Mediterranean riparian countries	Several millions Euros per year	UNEP	Mediterranean Trust Fund, UNEP, EC	Several millions biannually	Since 1976 to present
Object and results of the action						
... UNEP MAP implements the Barcelona Convention and its Protocols now for more than 30 years ...						

⁷ If the Donor is the EU Commission or an EU Member State, please specify the EC budget line, EDF or EU Member State.

II. THE APPLICANT

EuropeAid ID number ⁸	
Name of the organisation:	Coordinating Unit of the United Nations Environment Programme/Mediterranean Action Plan (UNEP/MAP)

1. IDENTITY

Legal Entity File number ⁹	6000055578
Abbreviation :	MEDU
Registration Number (or equivalent)	
Date of Registration	
Official address of Registration	
Country of Registration ¹⁰ / Nationality ¹¹	
E-mail address of the Organisation	Paul.mifsud@unepmap.gr / unepmedu@unepmap.gr
Telephone number: Country code + city code + number	+302107273101
Fax number: Country code + city code + number	+302107253196 / 197
Website of the Organisation	www.unepmap.org

⁸ This number is available to an organisation which registers its data in PADOR. For more information and to register, please visit <http://ec.europa.eu/europeaid/onlineservices/pador>

⁹ If the applicant has already signed a contract with the European Commission

¹⁰ For organisations. If not in one of the countries listed in section 2.1.1 of the Guidelines, please justify its location

¹¹ For individuals. If not in one of the countries listed in section 2.1.1 of the Guidelines, please justify its location

2. PROFILE

Legal status	
Profit-Making	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
NGO	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Value based ¹²	<input type="checkbox"/> Political <input type="checkbox"/> Religious <input type="checkbox"/> Humanistic <input checked="" type="checkbox"/> Neutral
Is your organisation linked with another entity?	<input checked="" type="checkbox"/> Yes, parent entity: United Nations, through UNEP (please specify its EuropeAid ID:.....) <input type="checkbox"/> Yes, controlled entity(ies) <input type="checkbox"/> No, independent

2.1. Category

Category ¹³	Public	Private
	<input type="checkbox"/> Public Administration <input type="checkbox"/> Decentralised representatives of Sovereign States <input checked="" type="checkbox"/> International Organisation <input type="checkbox"/> Judicial Institution <input type="checkbox"/> Local Authority <input type="checkbox"/> Implementation Agency <input type="checkbox"/> University/Education <input type="checkbox"/> Research Institute <input type="checkbox"/> Think Tank <input type="checkbox"/> Foundation <input type="checkbox"/> Association <input type="checkbox"/> Media <input type="checkbox"/> Network/Federation <input type="checkbox"/> Professional and/or Industrial Organisation <input type="checkbox"/> Trade Union <input type="checkbox"/> Cultural Organisation <input type="checkbox"/> Commercial Organisation	<input type="checkbox"/> Implementation Agency <input type="checkbox"/> University/Education <input type="checkbox"/> Research Institute <input type="checkbox"/> Think Tank <input type="checkbox"/> Foundation <input type="checkbox"/> Association <input type="checkbox"/> Media <input type="checkbox"/> Network/Federation <input type="checkbox"/> Professional and/or Industrial Organisation <input type="checkbox"/> Trade Union <input type="checkbox"/> Cultural Organisation <input type="checkbox"/> Commercial Organisation <input type="checkbox"/> Other Non State Actor

¹² Please choose only one set of values.

¹³ Please specify 1) the Sector to which your organisation belongs, as defined in its statutes (or equivalent document): Public (established and/or funded by a public body) OR Private (established and/or funded by a private entity); 2) in the appropriate column, the Category to which your organisation belongs (ONE CHOICE ONLY).

2.2. Sector(s)¹⁴

- 12 Basic education
- 13 Secondary education
- 114 Post-secondary education
- 121 Health, general
 - 12240 Basic Nutrition
 - 12250 Infectious Disease Control
 - 12261 Health Education
 - 12281 Health Personnel Development
 - 13020 Reproductive Health Care
 - 13040 STD control including HIV/AIDS
- 14 WATER SUPPLY AND SANITATION
- 15130 Legal and judicial development
 - 15140 Government administration
 - 15150 Strengthening civil society
 - 15161 Elections
 - 15162 Human Rights
 - 15210 Security system management and reform
 - 15220 Civilian peace-building, conflict prevention and resolution
 - 15230 Post-conflict peace-building (UN)
 - 15240 Reintegration and SALW control
 - 15250 Land mine clearance
 - 15261 Child soldiers (prevention and demobilisation)
 - 16064 Social mitigation of HIV/AIDS
- 21 TRANSPORT AND STORAGE
- 220 Communications
 - 22030 Radio/television/Print Media
 - 22040 Information and communication technology (ICT)
- 23 ENERGY
- 24 BANKING AND FINANCIAL SERVICES
- 25 BUSINESS AND OTHER SERVICES
- 311 Agriculture
- 312 Forestry
- 313 Fishing
- 321 Industry
- 322 Mineral resources and mining
- 323 Construction
- 331 Trade policy and regulation
- 332 Tourism
- 41 GENERAL ENVIRONMENTAL PROTECTION
 - 42010 Women in development
- 52 DEVELOPMENTAL FOOD AID/FOOD SECURITY
- 600 ACTION RELATING TO DEBT
- 7 HUMANITARIAN AID
 - 72030 Aid To Refugees (In Recipient Country)
 - 730 Reconstruction relief
- 740 Disaster prevention and preparedness
- 92010 Support to national NGOs
- 92020 Support to international NGOs
- 92030 Support to local and regional NGOs

¹⁴ Please tick the box for each sector your organisation has been active in. The sectors starting with a reference come from the DAC list set up by the OECD.

2.3. Target group(s)

- All**
- Child soldiers
- Children (less than 18 years old)
- Community Based Organisation(s)
- Consumers
- Disabled
- Drug consumers
- Educational organisations (school, universities)
- Elderly people
- Illness affected people (Malaria, Tuberculosis, HIV/AIDS)
- Indigenous peoples
- Local authorities**
- Migrants
- Non Governmental Organisations**
- Prisoners
- Professional category**
- Refugees and displaced
- Research organisations/Researchers**
- SME/SMI
- Students
- Urban slum dwellers
- Victims of conflicts/catastrophies
- Women
- Young people
- Other (please specify): Mediterranean Riparian Governments plus EU**

3. CAPACITY TO MANAGE AND IMPLEMENT ACTIONS

3.1. Experience by Sector (for each sector selected in 2.2.)

Sector	Year(s) of Experience	Experience in the last 3 years	Number of Projects	Estimated Amount (in thousand Euros)
For all ticked sectors	<input type="checkbox"/> Less than 1 <input type="checkbox"/> 1 to 3 years <input type="checkbox"/> 4 to 5 years <input type="checkbox"/> 6 to 10 years <input type="checkbox"/> 11 to 20 years <input checked="" type="checkbox"/> 20 years +	<input type="checkbox"/> Less than a year <input type="checkbox"/> 1 year <input type="checkbox"/> 2 years <input checked="" type="checkbox"/> 3 years	<input type="checkbox"/> 1 to 5 <input type="checkbox"/> 6 to 10 <input type="checkbox"/> 11 to 20 <input type="checkbox"/> 21 to 50 <input type="checkbox"/> 51 to 200 <input type="checkbox"/> 200 to 500 <input checked="" type="checkbox"/> 500+	<input type="checkbox"/> Less Than 1 <input type="checkbox"/> 1 To 5 <input type="checkbox"/> 5 To 20 <input type="checkbox"/> 20 To 50 <input type="checkbox"/> 50 To 100 <input type="checkbox"/> 100 To 300 <input type="checkbox"/> 300 To 1.000 <input type="checkbox"/> 1000 <input checked="" type="checkbox"/> Plus
	<input type="checkbox"/> Less than 1 <input type="checkbox"/> 1 to 3 years <input type="checkbox"/> 4 to 5 years <input type="checkbox"/> 6 to 10 years <input type="checkbox"/> 11 to 20 years <input type="checkbox"/> 20 years +	<input type="checkbox"/> Less than a year <input type="checkbox"/> 1 year <input type="checkbox"/> 2 years <input type="checkbox"/> 3 years	<input type="checkbox"/> 1 to 5 <input type="checkbox"/> 6 to 10 <input type="checkbox"/> 11 to 20 <input type="checkbox"/> 21 to 50 <input type="checkbox"/> 51 to 200 <input type="checkbox"/> 200 to 500 <input type="checkbox"/> 500+	<input type="checkbox"/> Less than 1 <input type="checkbox"/> 1 to 5 <input type="checkbox"/> 5 to 20 <input type="checkbox"/> 20 to 50 <input type="checkbox"/> 50 to 100 <input type="checkbox"/> 100 to 300 <input type="checkbox"/> 300 to 1.000 <input type="checkbox"/> 1000 <input type="checkbox"/> Unknown
	<input type="checkbox"/> Less than 1 <input type="checkbox"/> 1 to 3 years <input type="checkbox"/> 4 to 5 years <input type="checkbox"/> 6 to 10 years <input type="checkbox"/> 11 to 20 years <input type="checkbox"/> 20 years +	<input type="checkbox"/> Less than a year <input type="checkbox"/> 1 year <input type="checkbox"/> 2 years <input type="checkbox"/> 3 years	<input type="checkbox"/> 1 to 5 <input type="checkbox"/> 6 to 10 <input type="checkbox"/> 11 to 20 <input type="checkbox"/> 21 to 50 <input type="checkbox"/> 51 to 200 <input type="checkbox"/> 200 to 500 <input type="checkbox"/> 500+	<input type="checkbox"/> Less than 1 <input type="checkbox"/> 1 to 5 <input type="checkbox"/> 5 to 20 <input type="checkbox"/> 20 to 50 <input type="checkbox"/> 50 to 100 <input type="checkbox"/> 100 to 300 <input type="checkbox"/> 300 to 1.000 <input type="checkbox"/> 1000 <input type="checkbox"/> Unknown

3.2. Experience by Geographical area (country or region)

By Geographical area (country or region)	Year(s) of Experience	Number of Projects	Estimated Amount (in thousand Euros)
- Mediterranean - Europe EU - Europe non-EU	<input type="checkbox"/> Less than 1 <input type="checkbox"/> 1 to 3 years <input type="checkbox"/> 4 to 5 years <input type="checkbox"/> 6 to 10 years <input type="checkbox"/> 11 to 20 years <input checked="" type="checkbox"/> 20 years +	<input type="checkbox"/> 1 to 5 <input type="checkbox"/> 6 to 10 <input type="checkbox"/> 11 to 20 <input type="checkbox"/> 21 to 50 <input type="checkbox"/> 51 to 200 <input type="checkbox"/> 200 to 500 <input checked="" type="checkbox"/> 500+	<input type="checkbox"/> Less than 1 <input type="checkbox"/> 1 to 5 <input type="checkbox"/> 5 to 20 <input type="checkbox"/> 20 to 50 <input type="checkbox"/> 50 to 100 <input type="checkbox"/> 100 to 300 <input type="checkbox"/> 300 to 1.000 <input type="checkbox"/> 1000 <input checked="" type="checkbox"/> Plus
	<input type="checkbox"/> Less than 1 <input type="checkbox"/> 1 to 3 years <input type="checkbox"/> 4 to 5 years <input type="checkbox"/> 6 to 10 years <input type="checkbox"/> 11 to 20 years <input type="checkbox"/> 20 years +	<input type="checkbox"/> 1 to 5 <input type="checkbox"/> 6 to 10 <input type="checkbox"/> 11 to 20 <input type="checkbox"/> 21 to 50 <input type="checkbox"/> 51 to 200 <input type="checkbox"/> 200 to 500 <input type="checkbox"/> 500+	<input type="checkbox"/> Less than 1 <input type="checkbox"/> 1 to 5 <input type="checkbox"/> 5 to 20 <input type="checkbox"/> 20 to 50 <input type="checkbox"/> 50 to 100 <input type="checkbox"/> 100 to 300 <input type="checkbox"/> 300 to 1.000 <input type="checkbox"/> 1000 <input type="checkbox"/> Unknown

Indicative list of regions

- Europe EU
- Europe non-EU
- Eastern Europe
- Central America
- South America
- South-East Asia
- North-East Asia
- South Asia
- Central Asia
- Mediterranean
- Gulf Countries
- Eastern Africa
- Central Africa
- Western Africa
- Southern Africa
- Indian Ocean
- Caribbean
- Pacific

	<input type="checkbox"/> Less than 1 <input type="checkbox"/> 1 to 3 years <input type="checkbox"/> 4 to 5 years <input type="checkbox"/> 6 to 10 years <input type="checkbox"/> 11 to 20 years <input type="checkbox"/> 20 years +	<input type="checkbox"/> 1 to 5 <input type="checkbox"/> 6 to 10 <input type="checkbox"/> 11 to 20 <input type="checkbox"/> 21 to 50 <input type="checkbox"/> 51 to 200 <input type="checkbox"/> 200 to 500 <input type="checkbox"/> 500+	<input type="checkbox"/> Less than 1 <input type="checkbox"/> 1 to 5 <input type="checkbox"/> 5 to 20 <input type="checkbox"/> 20 to 50 <input type="checkbox"/> 50 to 100 <input type="checkbox"/> 100 to 300 <input type="checkbox"/> 300 to 1,000 <input type="checkbox"/> 1000 <input type="checkbox"/> Unknown
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Cross-reference of experience by Sector and by Geographical area:

Sector(s) (as selected in 2.2)	Geographical area(s) (country or region, as identified previously)

3.3. Resources

3.3.1 Financial data (only applicable for private applicants)

Fill in Annex F to the Guidelines for applicants on the basis of the profit and loss account and balance sheet of your organisation.

3.3.2. Financing Source(s) (please tick the source(s) of the revenues of your organisation and specify the additional information requested)

Year	Source	Percentage (total for a given year must be equal to 100%)	Number of fee-paying members (only for source = Member's fees)
N	<input checked="" type="checkbox"/> EU Commission	9.08	N/A
N	<input checked="" type="checkbox"/> Member States Public Bodies	90.69	21
N	<input type="checkbox"/> Third Countries Public Bodies		N/A
N	<input checked="" type="checkbox"/> United Nations	0.23	N/A
N	<input type="checkbox"/> Other International Organisation(s)		N/A
N	<input type="checkbox"/> Private Sector		N/A
N	<input type="checkbox"/> Member's fees		
N	<input type="checkbox"/> Other (please specify):		N/A
N	Total	100%	N/A

Year	Source	Percentage (total for a given year must be equal to 100%)	Number of fee-paying members (only for source = Member's fees)
N-1	<input checked="" type="checkbox"/> EU Commission	9.08	N/A
N-1	<input checked="" type="checkbox"/> Member States Public Bodies	90.69	21
N-1	<input type="checkbox"/> Third Countries Public Bodies		N/A
N-1	<input checked="" type="checkbox"/> United Nations	0.23	N/A
N-1	<input type="checkbox"/> Other International Organisation(s)		N/A
N-1	<input type="checkbox"/> Private Sector		N/A
N-1	<input type="checkbox"/> Member's fees		
N-1	<input type="checkbox"/> Other (please specify):		N/A
N-1	Total	100%	N/A
N-2	<input checked="" type="checkbox"/> EU Commission		N/A
N-2	<input checked="" type="checkbox"/> Member States Public Bodies		21
N-2	<input type="checkbox"/> Third Countries Public Bodies		N/A
N-2	<input type="checkbox"/> United Nations		N/A
N-2	<input type="checkbox"/> Other International Organisation(s)		N/A
N-2	<input type="checkbox"/> Private Sector		N/A
N-2	<input type="checkbox"/> Member's fees		
N-2	<input type="checkbox"/> Other (please specify):		N/A
N-2	Total	100%	N/A

Furthermore, where the grant requested exceeds EUR 500 000 (EUR 100 000 for an operating grant), please provide the references of the external audit report established by an approved auditor for the last financial year available. This obligation does not apply to international organisations nor to public bodies.

Year	Name of approved auditor	Period of validity
N		From dd/mm/yyyy to dd/mm/yyyy
N-1		From dd/mm/yyyy to dd/mm/yyyy
N-2		From dd/mm/yyyy to dd/mm/yyyy

3.3.3. Number of staff (full-time equivalent) (please tick one option for each type of staff):

Type of staff	Paid	Unpaid
HQ Staff: recruited and based in Headquarters (located in Developed Country)	<input type="checkbox"/> < 10 <input type="checkbox"/> > 10 and < 50 <input type="checkbox"/> > 50 and < 100 <input type="checkbox"/> > 100 <input type="checkbox"/> N/A	<input type="checkbox"/> < 10 <input type="checkbox"/> > 10 and < 50 <input type="checkbox"/> > 50 and < 100 <input type="checkbox"/> > 100 <input type="checkbox"/> N/A
Expat Staff: recruited in Headquarters (located in Developed Country) and based in Developing Country	<input type="checkbox"/> < 10 <input type="checkbox"/> > 10 and < 50 <input type="checkbox"/> > 50 and < 100 <input type="checkbox"/> > 100 <input type="checkbox"/> N/A	<input type="checkbox"/> < 10 <input type="checkbox"/> > 10 and < 50 <input type="checkbox"/> > 50 and < 100 <input type="checkbox"/> > 100 <input type="checkbox"/> N/A
Local staff: recruited and based in Developing Country	<input type="checkbox"/> < 10 <input type="checkbox"/> > 10 and < 50 <input type="checkbox"/> > 50 and < 100 <input type="checkbox"/> > 100 <input type="checkbox"/> N/A	<input type="checkbox"/> < 10 <input type="checkbox"/> > 10 and < 50 <input type="checkbox"/> > 50 and < 100 <input type="checkbox"/> > 100 <input type="checkbox"/> N/A

4. LIST OF THE MANAGEMENT BOARD/COMMITTEE OF YOUR ORGANISATION

(Not Applicable for Joint Management with international organisations)

Name	Profession	Function	Country of Nationality	On the board since
Mr				
Ms				

III. PARTNERS OF THE APPLICANT PARTICIPATING IN THE ACTION

DESCRIPTION OF THE PARTNERS

This section must be completed for each partner organisation within the meaning of section 2.1.2 of the Guidelines for Applicants. Any associates as defined in the same section need not be mentioned. You must make as many copies of this table as necessary to create entries for more partners.

	Partner 1
EuropeAid ID number: ¹⁵	
Full legal name	

Date of Registration	
Legal status ¹⁶	
Official address of Registration ¹⁷	
Country of Registration ¹⁸ / Nationality ¹⁹	
Contact person	
Telephone number: country code + city code + number	
Fax number: country code + city code + number	
E-mail address	
Number of employees	
Other relevant resources	

¹⁵ This number is available to an organisation which registers its data in PADOR. For more information and to register, please visit <http://ec.europa.eu/europeaid/onlineservices/pador>

¹⁶ E.g. non profit making, governmental body, international organisation

¹⁷ If not in one of the countries listed in section 2.1.1 of the Guidelines, please justify its location

¹⁸ For organisations

¹⁹ For individuals

Experience of similar actions, in relation to the role in the implementation of the proposed action	
History of cooperation with the applicant	
Role and involvement in preparing the proposed action	
Role and involvement in implementing the proposed action	

Important: This application form must be accompanied by a signed and dated partnership statement from each partner, in accordance with the model provided.




PARTNERSHIP STATEMENT

A partnership is a relationship of substance between two or more organisations involving shared responsibilities in undertaking the action funded by the European Commission (Contracting Authority). To ensure that the action runs smoothly, the Contracting Authority requires all partners to acknowledge this by agreeing to the principles of good partnership practice set out below.

1. All partners must have read the application form and understood what their role in the action will be before the application is submitted to the Contracting Authority.
2. All partners must have read the standard grant contract (or Standard contribution agreement in case where the beneficiary is an International Organisation) and understood what their respective obligations under the contract will be if the grant is awarded. They authorise the lead applicant to sign the contract with the Contracting Authority and represent them in all dealings with the Contracting Authority in the context of the action's implementation.
3. The applicant must consult with his partners regularly and keep them fully informed of the progress of the action.
4. All partners must receive copies of the reports - narrative and financial - made to the Contracting Authority.
5. Proposals for substantial changes to the action (e.g. activities, partners, etc.) should be agreed by the partners before being submitted to the Contracting Authority. Where no such agreement can be reached, the applicant must indicate this when submitting changes for approval to the Contracting Authority.
6. Where the Beneficiary does not have his headquarters in the country where the action is implemented, the partners must agree before the end of the action, on an equitable distribution of equipment, vehicles and supplies for the action purchased with the EU grant among local partners or the final beneficiaries of the action.

I have read and approved the contents of the proposal submitted to the Contracting Authority. I undertake to comply with the principles of good partnership practice.

Name:	P Paul Mifsud
Organisation:	Coordination Unit of the Mediterranean Action Plan, MEDU. UNEP MAP
Position:	MAP Coordinator
Signature:	 P.M.
Date and place:	Athens, Greece. August 29, 2008

IV. ASSOCIATES OF THE APPLICANT PARTICIPATING IN THE ACTION

This section must be completed for each associated organisation within the meaning of section 2.1.2 of the Guidelines for Applicants. You must make as many copies of this table as necessary to create entries for more associates.

	Associate 1
Full legal name	
EuropeAid ID number: ²⁰	
Country of Registration	
Legal status ²¹	
Official address	
Contact person	
Telephone number: country code ÷ city code ÷ number	
Fax number: country code + city code ÷ number	
E-mail address	
Number of employees	
Other relevant resources	
Experience of similar actions, in relation to role in the implementation of the proposed action	
History of cooperation with the applicant	
Role and involvement in preparing the proposed action	
Role and involvement in implementing the proposed action	

²⁰ This number is available to an organisation which registers its data in PADOR. For more information and to register, please visit <http://ec.europa.eu/europeaid/onlineservices/pador>

²¹ E.g. non profit making, governmental body, international organisation

V. CHECKLIST

ADMINISTRATIVE DATA	To be filled in by the applicant
Name of the Applicant	UNEP MAP
EuropeAid ID number	
Nationality ²² /Country ²³ and date of registration	
Legal Entity File number ²⁴	6000055578
Legal status ²⁵	United Nations Programme
Partner 1	Name/EuropeAid ID number: Nationality/Country of registration: Legal status:
Partner 2	Name/EuropeAid ID number: Nationality/Country of registration: Legal status:
NB: Add as many rows as partners	

22

For individuals

23

For organisations

24

If the applicant has already signed a contract with the European Commission

25

E.g. non profit making, governmental body, international organisation...

Title of the Proposal : Support to the Barcelona Convention for the Implementation of the Ecosystem Approach, including the establishment of MPAs in open seas areas, including deep sea.	Yes	No
1. The correct grant application form, published for this Programme has been used	X	
2. The proposal is typed and is in English	X	
3. One original and 1 copy are included		
4. An electronic version of the proposal (CD-Rom) is enclosed (or being e-mailed)		
5. Each partner has completed and signed a partnership statement and the statements are included. Please indicate "Not applicable" (NA) if you have no partner		NA
6. The budget is presented in the format requested, is expressed in € and is enclosed	X	
7. The logical framework has been completed and is enclosed	X	
8. The Declaration by the applicant has been filled in and has been signed		NA
9. All supporting documents as defined in section 2.4 of the guidelines are enclosed		
10. Financial data are presented in the format requested in Annex F. Please indicate "NA" if you are not a private applicant.		NA

VI. DECLARATION BY THE APPLICANT ²⁶

The applicant, represented by the undersigned, being the authorised signatory of the applicant, including every partner, hereby declares that

X the applicant has the sources of financing and professional competence and qualifications specified in section 2 of the Guidelines for Applicants;

X the applicant undertakes to comply with the obligations foreseen in the partnership statement of the grant application form and with the principles of good partnership practice;

X the applicant is directly responsible for the preparation, management and implementation of the action with its partners and is not acting as an intermediary;

X the applicant and its partners are not in any of the situations excluding them from participating in contracts which are listed in Section 2.3.3 of the Practical Guide to contract procedures for EC external actions (available from the following Internet address: http://ec.europa.eu/europeaid/work/procedures/index_en.htm). Furthermore, it is recognised and accepted that if we participate in spite of being in any of these situations, we may be excluded from other procedures in accordance with section 2.3.5 of the Practical Guide;

X if selected, the applicant is in a position to deliver immediately, upon request, the supporting documents stipulated under section 2.4 of the Guidelines for Applicants.;

X the applicant and each partner (if any) are eligible in accordance with the criteria set out under sections 2.1.1 and 2.1.2 of the Guidelines for Applicants;

X if recommended to be awarded a grant, the applicant accepts the contractual conditions as laid down in the Standard Contract annexed to the Guidelines for Applicants (annex G);

X the applicant and its partners are aware that, for the purposes of safeguarding the financial interests of the Communities, their personal data may be transferred to internal audit services, to the European Court of Auditors, to the Financial Irregularities Panel or to the European Anti-Fraud Office.

The following grant applications have been submitted (or are about to be submitted) to the European Institutions, the European Development Fund and the EU Member States in the current year:

- <list only actions in the same field as this proposal>

The applicant is fully aware of the obligation to inform without delay the Contracting Authority to which this application is submitted if the same application for funding made to other European Commission departments or Community institutions has been approved by them after the submission of this grant application.

Signed on behalf of the applicant

Name	
Signature	
Position	
Date	

²⁶ Not Applicable for Joint Management with international organisations

ANNEX II:

**General Conditions applicable to European
Community contribution agreements with
international organisations**



ANNEX II

General Conditions applicable to European Community contribution agreements with international organisations

General and administrative provisions

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GENERAL AND ADMINISTRATIVE PROVISIONS

ARTICLE 1 – GENERAL OBLIGATIONS

- 1.1. The Organisation shall ensure that the Action is carried out in accordance with the Description of the Action contained in Annex 1 and is responsible for achieving the objectives set out therein. The Organisation shall report on the indicators of achievement specified in the Description of the Action.
- 1.2. The Organisation shall implement the Action with the requisite degree of care, efficiency, transparency and diligence, as required by best practice in the field concerned, and in compliance with this Agreement.

The Organisation shall make every effort to mobilise all the financial, human and material resources required for full implementation of the Action, as specified in the Description of the Action.

- 1.3. The Organisation may act either alone or in partnership with one or more organisations mentioned in the Description of the Action. It may also contract parts of the Action, in accordance with the provisions of article 10 hereof.

Partners participate in implementing the Action, and the costs they incur are eligible under the same conditions as those incurred by the Organisation.

The Organisation is fully responsible for the co-ordination and execution of all contracted activities. The Contracting Authority recognises no contractual link between itself and the Organisation's partner(s) or between itself and a contractor.

- 1.4. The Organisation undertakes to ensure that the conditions imposed upon it under Articles 1, 3, 4, 5, 6, 7, 14, 16 and 17 of this Agreement also apply to all partners and contractors involved.
- 1.5. The Organisation shall take appropriate measures to prevent irregularities, fraud, corruption or any other illegal activity in the management of the Action. All suspected and actual cases of irregularity, fraud and corruption related to this Agreement as well as measures related thereto taken by the Organisation must be reported to the Contracting Authority without delay.

Where appropriate the Organisation shall terminate contracts with partners, contractors or agents involved in fraudulent behaviour or corrupt practices in connection with this or any other actions implemented by the Organisation and financed by the European Community or the Contracting Authority, and take all reasonable measures to recover funds unduly paid.

- 1.6. Without prejudice to Articles 1.3 and 10, the Agreement and the payments attached to it may not be assigned to a third party in any manner whatsoever without the prior written consent of the Contracting Authority.
- 1.7. The provisions regarding "Joint Management Actions" in these General Conditions may apply where at least one of the following conditions is met:

- the performance of the Action requires the pooling of resources from a number of donors, and where it is not reasonably possible or appropriate to assign the share contributed by each donor to each type of expenditure (hereinafter, "Multi-donor Actions"). Article 3(2) of the Special Conditions will not show the percentage of

estimated total eligible cost, to which the Contracting Authority contributes, where the final funding of the Action is not known at the time of signing the Agreement, or

- the European Commission and the Organisation are bound by a long-term framework agreement laying down the administrative and financial arrangements for their cooperation; or
- the European Commission and the Organisation have jointly assessed the feasibility and defined the implementation of the Action.

1.8. Where the European Community is not the Contracting Authority, it shall not be a party to this Agreement, which shall only confer on it rights and obligations where explicitly stated. It will nevertheless endorse the Agreement to ensure that the Contracting Authority's contribution is eventually paid by the European Community budget¹, and the provisions on visibility in this Agreement will apply accordingly.

ARTICLE 2 – OBLIGATIONS REGARDING INFORMATION AND FINANCIAL AND NARRATIVE REPORTS

- 2.1. The Organisation shall provide the Contracting Authority with full information on the implementation of the Action. To that end, the Organisation shall provide before signature of this Agreement a work plan for the first period of implementation as specified in the Description of the Action. The Organisation shall also draw up progress reports and a final report. These reports shall consist of a narrative part and a financial part. Reporting, narrative as well as financial, shall cover the whole of the Action, regardless of whether this Action is wholly financed or co-financed by the Contracting Authority.
- 2.2. The Contracting Authority may request additional information at any time, providing the reasons for the request. Such information shall be supplied within 30 days of the request.
- 2.3. The Organisation shall send the Contracting Authority progress reports in accordance with the provisions below. Every report shall provide a complete account of all aspects of implementation for the period covered.

The report shall be laid out in such a way as to allow comparison of the objective(s), the means envisaged or employed (in particular all expenses actually incurred by the Organisation), the results expected and obtained and the budget details for the Action. The level of detail in any report should match that of the Description of the Action and of the Budget for the Action.

- 2.4. The narrative report shall directly relate to this Agreement and shall at least include:
- Summary and context of the Action;
 - Activities carried out during the reporting period (i.e. directly related to the Action description and activities foreseen in this Agreement);
 - Difficulties encountered and measures taken to overcome problems;
 - Changes introduced in implementation;
 - Achievements/results by using the indicators included in this Agreement;

¹ Where the contribution is financed out of the European Development Fund, mentions of European Community financing must be read as referring to European Development Fund financing.

- Work plan for the following period including objectives and indicators of achievement. If the report is sent after the end of the period covered by the preceding work plan, a new work plan, albeit provisional, is always required before such date.
- 2.5. The final report shall contain the above information (excluding the last indent) covering the whole implementation period of this Agreement, information on the measures taken to identify the European Union as the source of financing and details on the transfers of assets mentioned in article 7.3 if relevant, plus a full summary of the Action's income and expenditure and payments received.
- 2.6. The reports shall be presented in the same language as the Agreement. They shall be submitted at the following intervals:
- if payments follow option 1 in Article 15.1:
- a progress report shall be forwarded to the Contracting Authority at the end of every twelve-month period, where the implementation period of this Agreement is longer;
 - a final report shall be forwarded to the Contracting Authority within six months of the end of the implementation period of this Agreement as defined in Article 2 of the Special Conditions;
- if payments follow option 2 in Article 15.1:
- a progress report shall accompany every request for further instalment of pre-financing;
 - the final report shall be forwarded to the Contracting Authority within six months of the end of the implementation period of this Agreement as defined in Article 2 of the Special Conditions.
- 2.7. Reports will be submitted in Euro, and may be drawn from financial statements denominated in other currencies as per the Organisation's legislative requirements. Where necessary, actual expenditure will be converted into Euro using the rate of exchange at which the Contracting Authority's contribution was recorded in the Organisation's accounts, unless otherwise specified in article 4(3) of the Special Conditions.
- 2.8. Any additional reporting requirement will be set out in the Special Conditions.
- 2.9. If the Organisation fails to supply a final report by the final report deadline laid down in Article 2.6, and fails to furnish an acceptable written explanation of the reasons why it is unable to comply with this obligation, the Contracting Authority may refuse to pay any outstanding amount and recover any amounts unduly paid.
- Furthermore, where the Organisation fails to present a progress report and where relevant a request for payment by the end of each twelve-month period following the date laid down in Article 2(2) of the Special Conditions, the Organisation shall inform the Contracting Authority of the reasons why it is unable to do so, and shall provide a summary of the state of progress of the Action. If the Organisation fails to comply with this obligation, the Contracting Authority may terminate the Agreement in accordance with the first indent of Article 12.2, refuse to pay any outstanding amount and recover any amounts unduly paid.
- 2.10. In addition to the above mentioned reports, the Organisation will ensure that progress and situation reports, publications, press releases and updates, relevant to this Agreement, are communicated to the Contracting Authority as and when they are issued.

The Organisation and the Contracting Authority (the "Parties") will further endeavour to promote close collaboration and exchange of information on the Action. The Organisation

will invite the European Commission to join any donor committee which may be set up in connection with Multi-Donor Actions.

- 2.11. In any event the Organisation shall inform the Contracting Authority without delay of any circumstances likely to hamper or delay the implementation of the Action.

ARTICLE 3 – LIABILITY

- 3.1. The Organisation shall have sole responsibility for complying with any legal obligation incumbent on it.
- 3.2. The Contracting Authority cannot under any circumstances or for any reason whatsoever be held liable for damage or injury sustained by the staff or property of the Organisation while the Action is being carried out or as a consequence of the Action. The Contracting Authority cannot therefore accept any claim for compensation or increases in payment in connection with such damage or injury.
- 3.3. Subject to the rules governing the Organisation's privileges and immunities, the Organisation shall assume sole liability towards third parties, including liability for damage or injury of any kind sustained by them in respect of or arising out of the Action. The Organisation shall discharge the Contracting Authority of all liability associated with any claim or action brought as a result of an infringement by the Organisation or the Organisation's employees or individuals for whom those employees are responsible of rules or regulations, or as a result of violation of a third party's rights.

ARTICLE 4 – CONFLICT OF INTERESTS

The Organisation undertakes to take all necessary precautions to avoid conflicts of interests and shall inform the Contracting Authority without delay of any situation constituting or likely to lead to any such conflict.

There is a conflict of interests where the impartial and objective exercise of the functions of any person under this Agreement is compromised for reasons involving family, emotional life, political or national affinity, economic interest or any other shared interest with another party.

ARTICLE 5 – CONFIDENTIALITY

Subject to article 16, the Contracting Authority and the Organisation undertake to preserve the confidentiality of any document, information or other material directly related to the Agreement and duly classified as confidential, until at least five years after the end date as specified in article 12.5. Where the European Commission is not the Contracting Authority, it shall still have access to all documents communicated to the Contracting Authority, and will maintain the same confidentiality.

ARTICLE 6 – VISIBILITY

- 6.1. Unless the European Commission requests or agrees otherwise, the Organisation shall take all appropriate measures to publicise the fact that an Action has received funding from the European Union. Information given to the press, the beneficiaries of an Action, all related publicity material, official notices, reports and publications, shall acknowledge that the Action was carried out "with funding by the European Union" and shall display in an appropriate way the European logo (twelve yellow stars on a blue background).

It is understood that the Organisation's equipment and vehicles may routinely carry its emblem and other indications of ownership prominently displayed. In cases where equipment or vehicles and major supplies have been purchased using funds provided by the European Community, the Organisation shall include appropriate acknowledgement on such vehicles, equipment and major supplies (including display of the European logo (twelve yellow stars on a blue background) provided that such actions do not jeopardise the Organisation's privileges and immunities and the safety and security of the Organisation's staff.

- 6.2. The size and prominence of the acknowledgement and European Union logo shall be clearly visible in a manner that will not create any confusion regarding the identification of the Action as an activity of the Organisation, the ownership of the equipment and supplies by the Organisation, and the application to the Action of the Organisation's privileges and immunities.
- 6.3. All publications by the Organisation pertaining to Actions that have received funding from the European Community, in whatever form and whatever medium, including the internet, shall carry the following or a similar disclaimer: "This document has been produced with the financial assistance of the European Union. The views expressed herein can in no way be taken to reflect the official opinion of the European Union."
- 6.4. If the equipment bought with a European Community contribution is not transferred to local partners of the Organisation or the final recipient of the Action at the end of the implementation period of this Agreement, the visibility requirements as regards this equipment (in particular display of the European logo) shall continue to apply between the end of the implementation period of this Agreement and the end of the overall Action, if the latter is longer.
- 6.5. Publicity pertaining to European Community contributions shall quote these contributions in Euro, in parenthesis if necessary. The Organisation's publications and reports prepared in response to, and in accordance with, its legislative directives are excluded from this provision.
- 6.6. The Organisation accepts that the Contracting Authority and the European Commission (where it is not the Contracting Authority) publish in any form and medium, including on their websites the name and address of the Organisation, the purpose of the contribution as well as the amount contributed and if relevant the percentage of cofinancing.

Upon a duly substantiated request by the Organisation, the European Commission may agree to forego such publicity if disclosure of the above information would risk threatening the Organisation's safety or harming its interests.

ARTICLE 7 – OWNERSHIP/USE OF RESULTS AND EQUIPMENT

- 7.1. Ownership, title and industrial and intellectual property rights in the results of the Action and the reports and other documents relating to it shall vest in the Organisation, as the case may be together with third parties or as may otherwise be agreed by the Organisation.
- 7.2. Notwithstanding the provisions of the first paragraph and subject to Article 5, the Organisation grants the Contracting Authority (and the European Commission where it is not the Contracting Authority) the right to use free of charge and as it sees fit all documents deriving from the Action, whatever their form, provided it does not thereby breach existing industrial and intellectual property rights.

- 7.3. Unless otherwise specified in the Special Conditions, the equipment, vehicles and supplies paid for by the Contracting Authority's funding shall be transferred to local authorities or partners (excluding commercial contractors) of the Organisation or to the final recipients of the Action by the end of the Action. The documentary proof of those transfers shall be kept for verification along with the documents mentioned in article 16.3.

ARTICLE 8 – EVALUATION OF THE ACTION

- 8.1. Representatives of the European Commission shall be invited to participate in the main monitoring and in the evaluation missions relating to the performance of the Action. The results of such missions shall be reported to the European Commission.
- 8.2. This is without prejudice to any evaluation mission which the European Commission as a donor may wish to perform. Evaluation missions by representatives of the European Commission should be planned and completed in a collaborative manner between the Organisation's staff and the European Commission's representatives, keeping in mind the commitment of the Parties to the effective and efficient operation of this Agreement. These missions are to be planned ahead and procedural matters are to be agreed upon by the European Commission and the Organisation in advance. The mission will offer to make a draft of its report available to the Organisation for comments prior to final issuance.

ARTICLE 9 – AMENDMENT OF THE AGREEMENT

- 9.1. Any modification of the Agreement, including the annexes thereto, shall be set out in writing in an amendment.

If the request for an amendment comes from the Organisation, the latter shall submit that request to the Contracting Authority one month before the amendment is intended to enter into force, unless there are special circumstances duly substantiated by the Organisation and accepted by the Contracting Authority. A request to extend the implementation period of this Agreement must be duly justified and submitted no later than one month before the end of it.

- 9.2. Where a modification to the Description of the Action and/or the Budget does not affect the basic purpose of the Action and the financial impact is limited to a transfer within a single budget heading, including cancellation or introduction of an item, or a transfer between budget headings involving a variation (as the case may be in cumulative terms) of 15 % or less of the amount originally entered (or as modified by a formal amendment) in relation to each concerned heading for eligible costs, the Organisation may amend the Budget and shall inform the Contracting Authority accordingly in writing. This method may not be used to amend headings for administrative costs or the contingency reserve.

Changes of address and changes of bank account may simply be notified in writing to the Contracting Authority. Changes of bank account must be specified in the request for payment, using the financial identification form attached as Annex IV.

ARTICLE 10 – CONTRACTING

- 10.1. If parts of the Action are contracted, the contracting arrangements, including in particular the principles for the award of procurement and grants, will be as specified in the Description of the Action. If they are not specified therein, the Organisation will present them to the Contracting Authority as soon as they are available. The Organisation will also inform the Contracting Authority, with as much prior notice as possible, of changes in

these arrangements. The Organisation will provide detailed information on contracting arrangements in the final report.

- 10.2. Unless otherwise agreed by the Parties in writing, the procurement of any goods, works or services and the award of grants by the Organisation and its partners in the context of the Action shall be carried out in accordance with the applicable rules and procedures adopted by the Organisation.

This is based on the understanding that the Organisation's rules and procedures conform to internationally accepted standards, in compliance with the principles of transparency, proportionality, sound financial management, equal treatment and non discrimination, care being taken to avoid any conflict of interests.

Without prejudice to the specific procedures and exceptions applied by the Organisation, the award by the Organisation of grants financed by the Contracting Authority's contribution shall comply with the following principles:

- may not be cumulative, awarded retrospectively or have the purpose or effect of producing a profit for the grant beneficiary;
- must involve co-financing, save in cases of humanitarian and crisis situation, the protection of health and fundamental rights of people, where the grant beneficiaries are third countries or other international organisations and where it is in the interest of the European Commission to be the sole donor.

- 10.3. If allowed by the applicable regulatory provisions of the European Community, the origin of the goods and the nationality of the organisations, companies and experts selected for carrying out activities in the Action shall be determined in accordance with the Organisation's relevant rules. In any event goods, organisations, companies and experts eligible under the applicable regulatory provisions of the European Community shall be eligible.

In all other cases the partners, contractors, experts and goods, the cost of which are financed out of the Contracting Authority's contribution, shall originate in the European Community or the country or countries eligible under the programme of which the Action is part. Any departure from the rules of origin and nationality set out above is subject to the specific provisions of the applicable regulatory provisions of the European Community.

- 10.4. The Organisation shall adopt reasonable measures, in accordance with its own procedures, to ensure that potential candidates or tenderers and grant beneficiaries shall be excluded from the participation in a procurement or award procedure financed by the Contracting Authority's contribution, if:

- they are bankrupt or being wound up, are having their affairs administered by the courts, have entered into an arrangement with creditors, have suspended business activities, are the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- they have been convicted of an offence concerning their professional conduct by a judgement which has the force of *res judicata*;
- they have been the subject of a judgement which has the force of *res judicata* for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Community's financial interests;
- they are guilty of misrepresentation in supplying the information required as a condition of participation in the procedure or fail to supply this information.

- are subject to a conflict of interest.

- 10.5. With due regard to the applicable rules on confidentiality, security and protection of personal data, the Organisation shall provide on an annual basis to the Contracting Authority, a list of the names of contractors and grant beneficiaries financed by the Contracting Authority for its publication (including by electronic means such as internet), unless such ex post publication is guaranteed by the Organisation itself.
- 10.6. In the event of failure to comply with the above provisions the relevant costs shall not be eligible for funding by the Contracting Authority.

ARTICLE 11 – IMPLEMENTATION PERIOD OF THE AGREEMENT, SUSPENSION, *FORCE MAJEURE*

- 11.1. Irrespective of the starting date and implementation period of the Action, the implementation period of this Agreement shall be as set out in Article 2 of the Special Conditions.
- 11.2. The Organisation may suspend implementation of all or part of the Action if circumstances (chiefly *force majeure*) make it too difficult or dangerous to continue. It shall inform the Contracting Authority without delay and provide all the necessary details. This Agreement may be terminated in accordance with Article 12.1. If the Agreement is not terminated, the Organisation shall endeavour to minimise the duration of the suspension and may resume implementation of the Action once the conditions allow, and shall inform the Contracting Authority accordingly.
- 11.3. The Contracting Authority may request the Organisation to suspend implementation of all or part of the Action if circumstances (chiefly *force majeure*) make it impossible or too difficult or dangerous to continue. This Agreement may be terminated in accordance with Article 12.1. If the Agreement is not terminated, the Organisation shall endeavour to minimise the duration of the suspension and shall resume implementation of the Action once the conditions allow, with the prior written approval of the Contracting Authority.
- 11.4. The implementation period of this Agreement is automatically extended by an amount of time equivalent to the duration of the suspension. This is without prejudice to any amendments to the Agreement which may be necessary to adapt the Action to the new implementing conditions.
- 11.5. *Force majeure* shall mean any unforeseeable exceptional situation or event beyond the Parties' control which prevents either of them from fulfilling any of their obligations under this Agreement, was not attributable to error or negligence on their part (or of their partners, contractors, agents or employees), and could not have been avoided by the exercise of due diligence. Defects in equipment or material or delays in making them available, labour disputes, strikes or financial problems cannot be invoked as *force majeure* by the defaulting party. Neither of the Parties shall be held liable for breach of its obligations under the Agreement if it is prevented from fulfilling them by *force majeure*. Without prejudice to Articles 11.2 and 11.3 above, the Party invoking *force majeure* shall notify the other without delay, stating the nature, likely duration and foreseeable effect, and take any measure to minimise possible damage.

ARTICLE 12 – TERMINATION OF THE AGREEMENT

- 12.1. If, at any time, either Party believes that the purposes of this Agreement can no longer be effectively or appropriately carried out, it shall consult the other Party. Failing agreement on a solution, either Party may terminate this Agreement by serving two months' written

notice. In this event, the Organisation shall be entitled to payment of the contribution only for the part of the Action carried out, and to reimbursement of commitments entered into by the Organisation for the implementation of the Action, which the Organisation cannot reasonably terminate on legal grounds.

12.2. Where the Organisation:

- fails, without justification, to fulfil any of the obligations incumbent on it and, after being given notice by letter to comply with those obligations, still fails to do so or to furnish a satisfactory explanation within 30 days of sending of the letter;
- fails to comply with articles 1.5, 1.6 or 4;
- makes false or incomplete statements to obtain the contribution provided for in the Agreement or provides reports that do not reflect reality;
- commits financial irregularities or is guilty of grave professional misconduct;
- undergoes legal, financial, technical or organisational change that is liable to affect this Agreement substantially or to call the award decision into question;

the Contracting Authority will enter into discussions with the Organisation and, failing a proper solution within one month, may terminate this Agreement, without prior notice and without paying compensation of any kind. In that event the Contracting Authority may demand full or partial repayment of any amounts unduly paid, after allowing the Organisation to submit its observations.

12.3. Prior to or instead of terminating the Agreement as provided for in Article 12.2, the Contracting Authority may suspend payments or (exceptionally) the eligibility of expenses as a precautionary measure, informing the Organisation immediately.

12.4. This Agreement shall be automatically terminated if it has not given rise to a payment by the Contracting Authority (including pre-financing) within three years of its signature.

12.5. Unless this Agreement is earlier terminated pursuant to this Article 12, the payment obligations of the European Community hereunder shall cease at the "end date", which shall occur 18 months after the end of the implementation period as defined in Article 2 of the Special Conditions.

The Contracting Authority notifies the Organisation of any postponement of the end date. The Contracting Authority shall postpone the end date, so as to be able to fulfil its payment obligations, in all cases where the Organisation has filed the payment request in accordance with contractual provisions or, in case of dispute, until completion of the dispute settlement procedure provided for in article 13.

ARTICLE 13 – SETTLEMENT OF DISPUTES

13.1. The Parties shall endeavour to settle amicably any dispute or complaint relating to the interpretation, application or fulfilment of this Agreement, including its existence, validity or termination. In default of amicable settlement, any Party may refer the matter to arbitration in accordance with the Permanent Court of Arbitration Optional Rules for Arbitration Involving International Organisations and States in force at the date of this Agreement.

13.2. The language to be used in the arbitral proceedings shall be English. The appointing authority shall be the Secretary General of the Permanent Court of Arbitration following a written request submitted by either Party. The Arbitrator's decision shall be binding on all Parties and there shall be no appeal.

13.3. Nothing in this Agreement shall be interpreted as a waiver of any privileges or immunities accorded to any Party hereto by its constituent documents or international law.

FINANCIAL PROVISIONS

ARTICLE 14 – ELIGIBLE COSTS

- 14.1. To be considered eligible as direct costs under this Agreement, costs must:
- be necessary for carrying out the Action, be provided for specifically in this Agreement and comply with the principles of sound financial management, in particular value for money and cost-effectiveness;
 - have actually been incurred during the implementation period of this Agreement as defined in article 2 of the Special Conditions, whatever the time of actual disbursement by the Organisation;
 - be recorded in the Organisation's or Organisation's partners' accounts, be identifiable, backed by originals of supporting evidence (as the case may be in electronic form), and verifiable pursuant to the provisions of article 16.4.
- 14.2. Subject to the above and without prejudice to article 10.4, the following direct costs of the Organisation or its implementing partners may in particular be eligible:
- the cost of staff assigned to the Action, corresponding to actual salaries plus social security charges and other remuneration-related costs (including in the form of provisions). Identifiable personnel costs at headquarters level arising as a direct consequence of the Action may be included. Salaries and costs will not exceed those normally borne by the Organisation or partners;
 - travel and subsistence costs for staff taking part in the Action, provided they do not exceed those normally borne by the Organisation or partners;
 - purchase costs for equipment (new or used) which are attributable to the Action;
 - purchase costs for goods and services (transport, storage and distributing, rent of equipment, etc.) which are directly attributable to the Action;
 - costs directly arising out of, or related to, accepting or distributing contributions in kind;
 - costs of consumables and supplies directly attributable to the Action;
 - expenditure on contracting directly attributable to the Action;
 - the proportion of field office costs that corresponds to the amount of activity directly attributable to the Action or to the proportion of funding by the Contracting Authority;
 - costs deriving directly from the requirements of this Agreement (dissemination of information, evaluation specific to the Action, specific reporting for the needs of the Contracting Authority, translation, reproduction, insurance, targeted training for those involved in the Action, etc.) including financial service costs (in particular bank fees for transfers).
- 14.3. The following costs shall not be considered eligible:
- debts and provisions for possible future losses or debts;
 - interest owed by the Organisation to any third party;
 - items already financed from other sources;
 - purchases of land or buildings;
 - currency exchange losses;
 - taxes, duties and charges (unless the Organisation is not able to reclaim them and if allowed by the applicable regulatory provisions of the European Community).

- 14.4. A fixed percentage of direct eligible costs, not exceeding 7 %, may be claimed as indirect costs by the Organisation to cover the administrative overheads incurred for the Action.

Subject to the above, for comparable Actions and Actions where there is more than one donor the amount recovered shall not, in percentage terms, be higher or lower than for other comparable contributions.

Indirect costs are eligible provided that they do not include costs assigned to another heading of the budget of this Agreement.

Indirect costs may be charged on the value of in-kind commodities delivered by the Contracting Authority, including their associated costs.

Where the rates applied in accordance with the Organisation's governing bodies' decisions exceed 7%, the Organisation may recover the balance as direct eligible costs, subject to the provisions governing direct eligible costs referred to in this article 14 being fulfilled.

Indirect costs shall not be eligible where the Agreement concerns the financing of an Action where the Organisation is already receiving an operating grant from the European Community during the period in question.

- 14.5. A contingency reserve may be included in the Budget of the Action, to cover any adjustment necessary in the light of changed circumstances on the ground. The contingency reserve should not be higher than 5% of eligible costs and can only be used with the prior written (by letter) authorisation of the Contracting Authority, upon a duly justified request from the Organisation.
- 14.6. In the case of co-financing, contributions in kind made by the Organisation or its partners may neither be considered as co-financing nor as eligible costs. The cost of staff assigned to the Action is not a contribution in kind and may be considered as co-financing in the Budget for the Action when paid by the Organisation or its partners.

ARTICLE 15 – PAYMENTS

- 15.1. Payment procedures are set out in Article 4 of the Special Conditions and follow one of the two options below:

Option 1: When the implementation period of the Agreement does not exceed 12 months or the contribution is less than EUR 100 000

The Contracting Authority will provide a payment of pre-financing of from 80% up to 95% of the sum referred to in Article 3(2) of the Special Conditions less contingencies within 45 days of receiving the Agreement signed by both Parties and accompanied by a request for payment conforming to the model attached as Annex V.

The Contracting Authority will pay the balance within 45 days of approving the final report.

Option 2: When the implementation period of the Agreement exceeds 12 months and the contribution is of EUR 100 000 or more

The Contracting Authority will provide a payment of pre-financing of from 80% to 95% of that part of the forecast budget for the first 12 months of an Action which is being financed by it (excluding contingencies) within 45 days of receiving the Agreement signed by both Parties and accompanied by a request for payment conforming to the model attached as Annex V.

Each further instalment of pre-financing will cover the remainder of the Contracting Authority's part of the planned budget for the previous period (including any approved contingencies) plus a pre-financing of from 80% to 95% of that part of the forecast budget for the subsequent 12-month period (or of the remaining period if shorter as regards the last instalment of pre-financing) which is financed by it (excluding contingencies), and be made by the Contracting Authority within 45 days of approving a progress report, provided that at least 70% of the immediately preceding payment (and 100% of previous payments if any) has been incurred, as proven by the relevant report. For the purpose of this provision funds are incurred when they are the subject of a formal legal commitment between the Organisation (or its partners) and a third party.

The Contracting Authority will pay the balance within 45 days of approving the final report.

- 15.2. Any report will be deemed approved 45 days after receipt, accompanied by a request for payment conforming to the model attached as Annex V, if the Contracting Authority has not reacted.

If the Contracting Authority does not intend to approve a report, as submitted, it shall revert to the Organisation with a request explaining the reason and specifying the additional information it requires within the first 45-day period. The deadline for approving the report shall be suspended pending the receipt of the requested information. If the Contracting Authority deems that a payment request cannot be met, it shall revert to the Organisation with a request explaining the reason and specifying the additional information it requires within the second 45-day period. The payment period shall be suspended pending the registration of a properly formulated payment request.

Reports shall be presented in accordance with the stipulations of Article 2.

Approval of a report does not imply recognition of the regularity, authenticity, completeness and correctness of the declarations and information contained therein.

- 15.3. On expiry of the payment period specified in article 15.1, the Organisation may, within two months of receiving late payment, demand interest at the rate applied by the European Central Bank to its principal refinancing operations, as published in the C series of the Official Journal of the European Union on the first day of the month in which payment was due, increased by three and a half percentage points.

The interest shall be payable for the period elapsing from the day following expiry of the time limit for payment up to the day of payment. Any partial payment shall first cover the interest.

The interest shall not be treated as an income for the purposes of determining the final amount of Community financing within the meaning of article 17. The suspension of payment by the Contracting Authority may not be considered as late payment.

- 15.4. The level of pre-financing referred to in article 15.1 above shall be set at a level of between 80% and 95 % in 5% increments taking into account past record of the Organisation in particular as regards timely submission of the final report.
- 15.5. The Contracting Authority will make payments in EUR into the bank account referred to in the financial identification form in Annex IV. Where payment is to be made to a bank account which is already known to the Contracting Authority, the Beneficiary may provide a copy of the relevant financial identification form.
- 15.6. Where feasible, the funds paid by the Contracting Authority shall be maintained in Euro denominated bank accounts. They may be pooled together with contributions from other donors. They may be exchanged for other currencies in order to facilitate their disbursement.
- 15.7. For Joint Management Actions, the Organisation's rules and procedures pertaining to bank interest shall apply, and an equal treatment among donors shall be ensured. This is based on the understanding that these rules and procedures conform to internationally accepted standards.

In all other cases, interest earned by the Organisation on funds received from the Contracting Authority shall be identified as such and reflected in reports to the Contracting Authority. In such cases, subject to the conditions provided for in the applicable regulations of the European Community:

- Interests earned on pre-financing payments equal or below EUR 250 000 (or for crisis management, equal or below EUR 750 000 per agreement at the end of each financial year and for projects of a duration of more than 12 months) shall not be due to the Contracting Authority.

- Interest earned on pre-financing payments exceeding the amounts indicated above and below EUR 750 000 shall be assigned to the Action and deducted from the payment of the balance of the amounts due to the Organisation, unless the Contracting Authority requests the Organisation to reimburse the interest generated by pre-financing payments before the payment of the balance.

The Contracting Authority shall recover for each reporting period following the implementation of the Agreement the amount of earned by pre-financing payments exceeding EUR 750 000 per agreement at the end of the financial year.

ARTICLE 16 – ACCOUNTS AND TECHNICAL AND FINANCIAL CHECKS

- 16.1. The Organisation shall keep accurate and regular records and accounts of the implementation of the Action. Separate accounts shall be kept for each Action, and shall detail all income and expenditure.

For Joint Management Actions, the accounting regulations and rules of the Organisation shall apply. This is based on the understanding that these regulations and rules conform to internationally accepted standards.

In all other cases the Organisation shall use a dedicated double-entry book-keeping system as part of or as an adjunct to the Organisation's own accounts. This dedicated system shall follow the procedures dictated by professional practice and provide precise details of interest accruing on funds paid by the Contracting Authority.

- 16.2. Financial transactions and financial statements shall be subject to the internal and external auditing procedures laid down in the Financial Regulations, Rules and directives of the

Organisation. A copy of the audited financial statements shall be submitted to the European Commission by the Organisation.

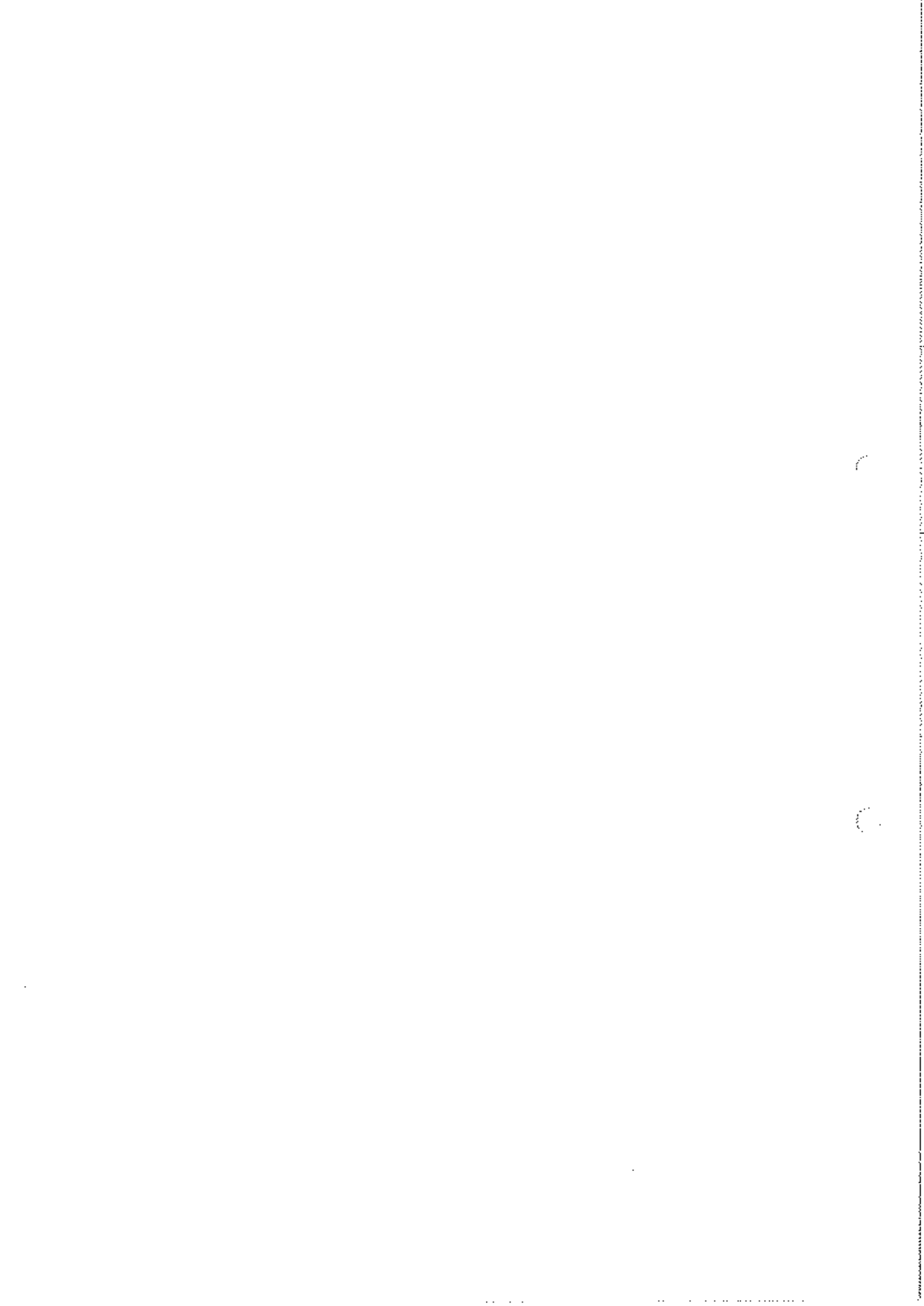
- 16.3. The Organisation shall, until at least five years after the end date as specified in article 12.5:
- keep financial accounting documents concerning the activities financed by the contribution and,
 - make available to the competent bodies of the European Communities, upon request, all relevant financial information, including statements of accounts concerning the Action, whether they are executed by the Organisation or by its implementing partners or contractors.
- 16.4. In conformity with its financial regulations, the European Communities, including its Court of Auditors, may undertake, including on the spot, checks related to the Actions financed by the Contracting authority.
- 16.5. These provisions shall be applied in accordance with any specific agreement concluded in this respect by the Organisation and the European Community.

ARTICLE 17 – FINAL AMOUNT OF FINANCING BY THE CONTRACTING AUTHORITY

- 17.1. The total amount to be paid by the Contracting Authority to the Organisation may not exceed the maximum contribution established by Article 3(2) of the Special Conditions, even if the overall actual expenditure exceeds the estimated total budget set out in Annex III.
- 17.2. Where Article 3(2) of the Special Conditions sets out a maximum percentage of estimated total eligible cost to be financed by the Contracting Authority, and if the eligible costs at the end of the Action are less than the estimated total cost specified in Article 3(1) of the Special Conditions, the contribution of the Contracting Authority may be limited to the amount produced by multiplying the actual expenditure by the percentage laid down in Article 3(2) of the Special Conditions.
- Where the percentage set out in article 3(2) of the Special Conditions is likely to change in the course of implementation, the Organisation will consult the Contracting Authority without delay so as to agree on appropriate measures, in accordance with Article 9.
- 17.3. The Organisation accepts that the contribution of the Contracting Authority shall be limited to the amount required to balance income and expenditure for the Action and that it may not in any circumstances result in a surplus for the Organisation.
- 17.4. In cases where the Action is suspended or not completed within the implementation period of this Agreement, the funds that remain unexpended after all liabilities incurred in this period have been satisfied, including interest earned where applicable, will be reimbursed to the Contracting Authority.
- 17.5. Where the Action is not carried out at all, or is not carried out properly, in full or on time and without prejudice to its right to terminate this Agreement pursuant to article 12.2, the Contracting Authority may, after allowing the Organisation to submit its observations and without prejudice to article 13, reduce the contribution pro rata the actual implementation of the Action on the terms laid down in this Agreement.

ARTICLE 18 – RECOVERY

- 18.1. Where recovery is justified, the Organisation undertakes to repay to the Contracting Authority within 45 days of receiving a request from the latter any amounts paid in excess of the final amount due.
- 18.2. If the Organisation fails to repay by the due date, the sum due shall bear interest at the rate indicated in article 15.3. The interest shall be payable for the period elapsing from the day following expiry of the time limit for payment up to the day of payment. Any partial payment shall first cover the interest.
- 18.3. Amounts to be repaid to the Contracting Authority may be offset against amounts of any kind due to the Organisation, after informing it accordingly. The Organisation's prior consent is not required. This shall not affect the Parties' option to agree on payment in instalments.
- 18.4. Bank charges incurred by the repayment of amounts due to the Contracting Authority shall be borne entirely by the Organisation.



ANNEX III:

Budget for the Action

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BUDGET FOR THE ACTION

Obligatory for all applications

Part A: Eligible cost categories	Rate %	€	€	Part B: Financing Plan	€	% of eligible costs
1. Human Resources (staff at premises, waged by the project)		57.750	685.000	Requested EC contribution	685.000	89,95%
2. Travel and subsistence (per diems)		222.150	76.500	Contribution of the applicant	76.500	10,05%
3. Equipment and supplies		65.000	0	Contribution of the partners	0	0,00%
4. Local office		0	0	Other sources of funding	0	0,00%
5. Other costs, services (included consultancies)		366.900	0	Expected direct revenues	0	0,00%
6. Other		0	0		0	0,00%
7. Sub-total direct eligible costs (1.-6.)		711.800				
8. Contingency reserve (max.5% of 7.)	0,00%					
9. Total direct eligible costs (7.+8.)		711.800				
10. Administrative costs/indirect (max. 7% of 9.)	6,98%	49.700				
TOTAL ELIGIBLE COSTS (9.+10.)		761.500	761.500	TOTAL FINANCING	761.500	100%

For information only

"In kind" contributions / costs not included in the budget	20.000
--	--------

Obligatory for all applications		
Contribution of partners		
Short name of Partner	Amount of co-funding in €	Status of Commitment ¹⁾
	0	

Other sources of funding		
Short name of co-financer	Amount of co-funding in €	Status of Commitment
	0	

Expected direct revenues	
Description of direct revenue	Amount
	0

1)
confirmed (TBC) , or subject to award of EC-funding.

Human Resources									
Not obligatory for applications under "Joint Management"									
A	B	C	D	E	F	G	H	I	J
Beneficiary y/ partner reference	Category or Name of person ¹⁾	Type of contract ²⁾	Function in the project	Annual gross salary plus obligatory social charges ³⁾	Time unit (hour/day/week/ month per year) ⁴⁾	Annual number of working time units ⁵⁾	Time unit rate	Number of time units assigned to the project	Total Costs €
	Backstopping project officer	Fixed term	Elaboration of the SPAMI presentation reports and assisting the national teams in the elaboration of the presentation reports and meetings preparation and implementation	51259	12 months/year	1.840	27.96	2073	57750
TOTAL									67760

1) Identify each category or grade in a clear and unambiguous manner to enable the European Commission to monitor the labour resources allocated to the project, to analyse cost claims and to carry out audits. Examples of staff categories are: project manager, senior engineer, technician/worker, etc. When known please indicate the name of the person. In this case you will use one line per person

2) Indicate the exact legal denomination of the type of contract (permanent staff, temporary, etc.). Service contracts with individuals may be charged to this category on condition that the individual concerned works in the beneficiary's/partner's premises and under its supervision and provided that such practice complies with the relevant national legislation. The time which each individual spends working on the project shall be recorded using time sheets established and certified by the beneficiary/partner.

3) Indicate the gross salary or wages plus obligatory social charges but excluding any other costs. The salary for a category may be based on indicative average rates if they fairly reflect the grades working on the project. In either case, the average must reasonably reflect the personnel cost on the project. Please remember that in the case a proposal is financed only (real costs (e.g. actual salaries) will be considered eligible at the time of calculating the payments. If temporary staff is employed, just multiply agreed time units by agreed rate per time unit.

4) Use the time unit that you prefer, but you shall use the same unit for all personnel. Calculating the number of time units in a year may vary depending from multiple factors (e.g. legislation and contract applicable)

5) For illustration purposes, a way of calculating the annual number of working hours could be calculated in the following way: from the total number of weeks in a year, i.e. 52, the number of weeks of holiday - 5 weeks, and bank holidays - 2 weeks, are deducted resulting in 45 working weeks. 5 working days per week gives 225 working days, and 7.5 hours per working day gives 1 687,5 working hours. This calculation can vary depending on special conditions applicable to the individual beneficiaries. Please note that deduction of days for sickness may also be considered if applicable based on contractual terms. This would normally account for 2 weeks

Equipment and Supplies ¹⁾

Not obligatory for applications under "Joint Management"

	A	B	C=A+B		
Beneficiary/ partner reference	Supplier/ Procedure ²⁾	Description ³⁾	Purchase costs ⁴⁾	Depre- ciation Rate % ⁵⁾	Eligible Costs €
		Rental of boats and nautical equipment for the Field surveys	65.000	100,00%	65.000
					0
					0
					0
					0
					0
					0
TOTAL					65.000

1) Costs of purchase or rental

2) Specify the legal name of the supplier (should be known). Specify the procedure followed or for/seen to select the supplier, e.g. 'public tender', 'direct treaty', 'framework agreement', etc. Subcontracts must be awarded by a public beneficiary/partner(s) in accordance with the applicable rules on public tendering and in conformity with Community Directives on public tendering procedures. http://ec.europa.eu/internal_market/publicprocurement/legislation_en.htm
<http://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=CELEX:32004L0018:EN:NOT>

The private beneficiary/partner shall invite competitive tenders from potential subcontractors and award the contract to the bid offering best value for money, in doing so it shall observe the principles of transparency and equal treatment of potential subcontractors and shall take care to avoid any conflict of interests.

3) Give a clear description of each item e.g. computer equipment, furniture, machines, tools, spare parts, vehicles, etc.

4) Indicate the full cost of the equipment. Do not apply any depreciation.

5) The applicant/partner shall apply their internal accounting standards to calculate the rate of depreciation applicable for each item. To do this they shall take into account the date of purchase, the duration of the project and the rate of actual use for the purposes of the project. Only depreciation costs for equipment purchased during the lifespan of the project can be recorded in this category.

Local Office

Not obligatory for applications under "Joint Management"

Beneficiary/ partner reference	Supplier/ Procedure	Description ¹⁾	Units type	Units n°	Unit costs	Total costs €
						0
						0
						0
						0
						0
						0
						0
						0
						0
						0
						0
						0
						0
						0
						0
						0
						0
						0
TOTAL						0

¹⁾ Vehicle costs, office rent, consumables - office supplies, other services (tel/fax, electricity/heating, maintenance)

Other Direct Costs

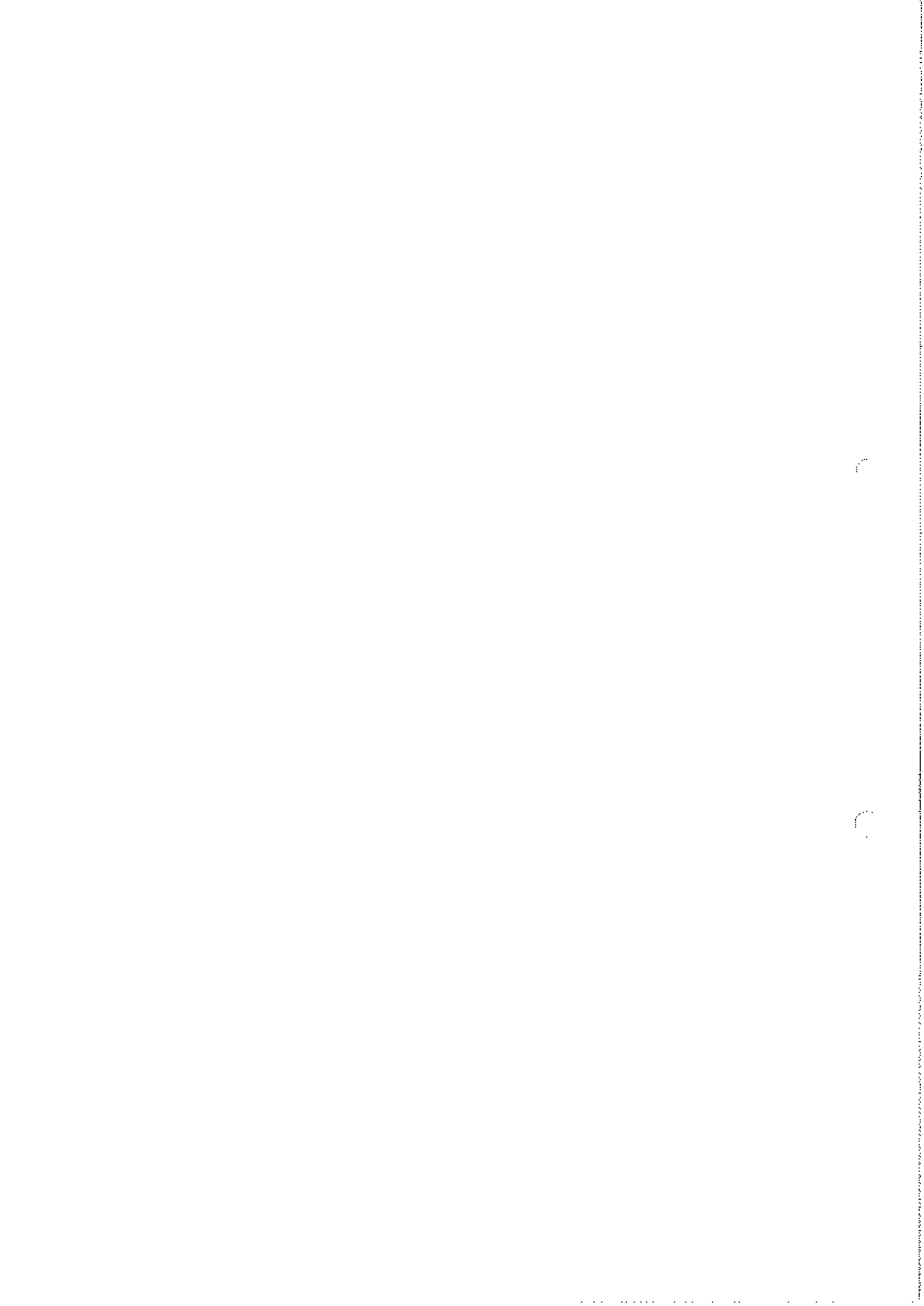
Not obligatory for applications under "Joint Management"

Beneficiary/ partner reference	Supplier/ Procedure	Description	Units type	Units n°	Unit costs	Total costs €
						0
						0
						0
						0
						0
						0
						0
						0
						0
						0
						0
						0
						0
						0
						0
						0
						0
						0
						0
						0
						0
						0
						0
TOTAL						0



ANNEX IV:

Financial Identification Form



FINANCIAL IDENTIFICATION

ACCOUNT HOLDER	
NAME	UNEP EURO ACCOUNT
ADDRESS	P.O. Box 47034
CITY	Nairobi
COUNTRY	KENYA
CONTACT PERSON	HAROLD BREUER
TELEPHONE	2642624485
FAX	2642623614
E-MAIL	harold.breuer@unep.org


BANK	
BANK NAME	JP VIENSIAN AG BANKPARIS
BRANCH ADDRESS	GRUENEBURGWEG 21
CITY	Frankfurt/Main
COUNTRY	GERMANY
ACCOUNT NUMBER	5461603766
IBAN	088601100008164609765

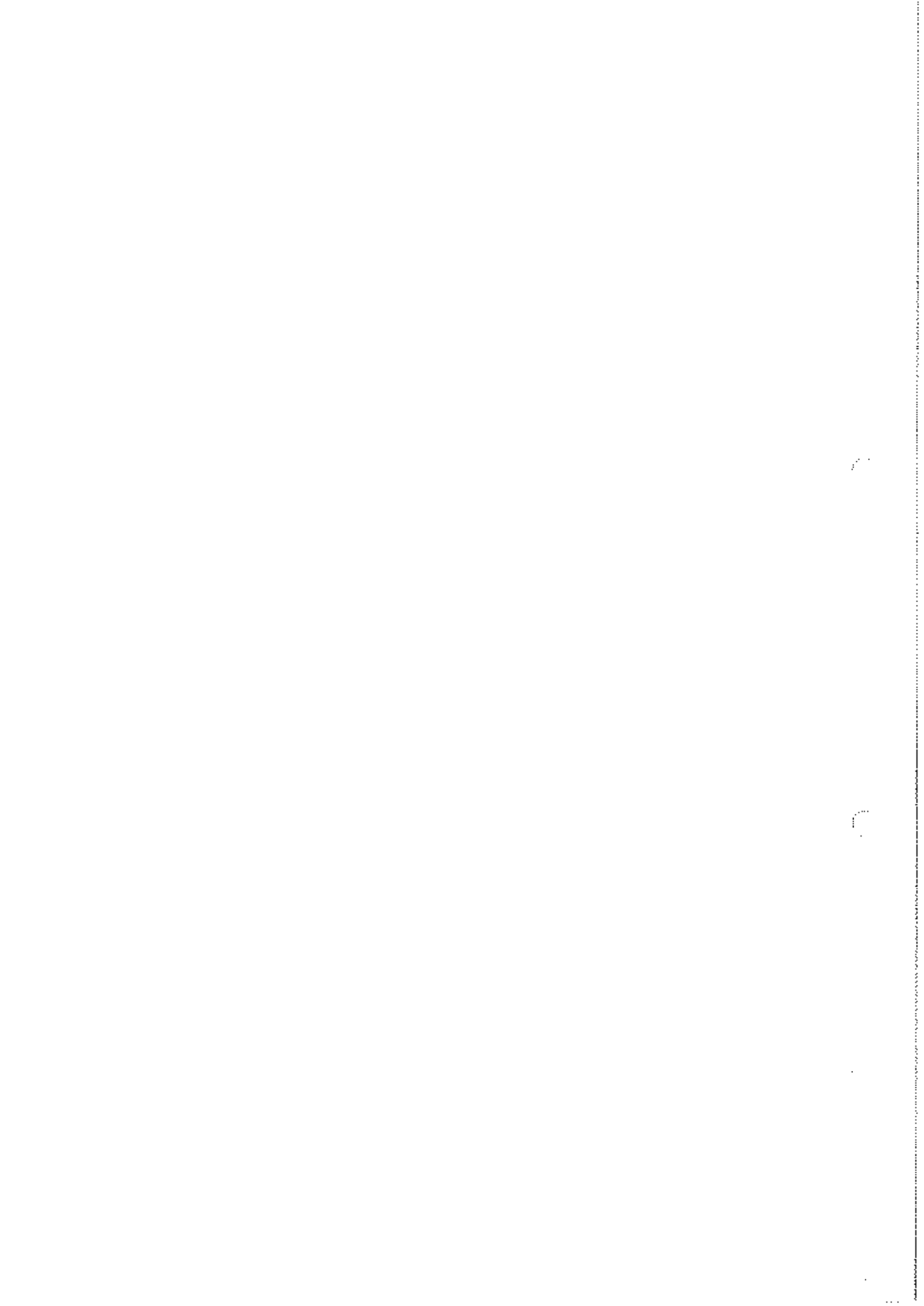
REMARKS:

BANK OF NY + CO. SIGNATURE BANK SERVICES DIVISION
 170 Broadway
FREDERIC J. VAGNER, II
 Vice President/Manager
 International Clients Service
 170 Broadway, 10th Fl.
 New York, NY 10006-2708
 Tel: (212) 660-1669
 Fax: (212) 660-2001

Frederic J. Vagner

BANK OF NY + CO. SIGNATURE BANK SERVICES DIVISION
 170 Broadway
HAROLD S. BREUER





ANNEX V:

**Request for payment for contribution agreement
with an international organisation**

2

3

ANNEX V

Request for payment for contribution agreement with an international organisation

Date of the request for payment <.....>

For the attention of

<Address of the Contracting Authority>

<Financial unit indicated in the Agreement>¹

Reference number of the Agreement: ...

Title of the Agreement: ...

Name and address of the Organisation: ...

Request for payment number: ...

Period covered by the request for payment: ...

Dear Sir/Madam,

I hereby request payment of the first prefinancing/further instalment of prefinancing/balance² under the Agreement mentioned above.

The amount requested is [as indicated in Article 4.2 of the Special Conditions of the Agreement/the following: ...]³

Please find attached the following supporting documents:

- signed Agreement (for the payment of the first prefinancing)
- narrative and financial progress report (for further instalments of pre-financing)
- final implementation report (for payment of the balance)⁴

The payment should be made to the following bank account: ...⁵

I hereby certify on honour that the information contained in this request for payment is full, reliable and true, that the costs incurred can be considered eligible in accordance with the Agreement and that this request for payment is substantiated by adequate supporting documents that can be checked.

Yours faithfully,

<signature>

¹ Please do not forget to address a copy of this letter to the Commission delegation mentioned in Article 5.1 of the Special Conditions of the Agreement.

² Delete the two options which do not apply.

³ Delete the option which does not apply.

⁴ Delete the items which do not apply.

⁵ Indicate the account number shown on the identification form annexed to the Agreement. In the event of change of bank account, please complete and attach a new identification form as per model.

N.B.: Further instalments of prefinancing and final payments are subject to the approval of the corresponding report (see Article 15(1) of the General Conditions of Agreement)

