**APPENDIX 11**

**AGREEMENTS AND TERMS OF REFERENCE**

1. **Project Cooperation Agreement (PCA)**

A Project Co-operation Agreement will be signed between UNEP and each lead organization as follows:

* UNESCO (IHP)
* UNEP-DHI
* ILEC
* IOC of UNESCO

1. **Internal Cooperation Agreement (ICA)**

An Internal Cooperation Agreement will be signed between the Division of Environmental Policy Implementation and the Division of Early Warning and Assessment.

**Terms of Reference for the Project Co-ordinating Unit**

**Terms of Reference for the Staff of the PCU**

**Terms of Reference for the Project Steering Committee**

**Rules of Procedure for the Project Steering Committee**

**Terms of Reference for the Scientific and Technical Committee**

**UNITED NATIONS ENVIRONMENT PROGRAMME**

**PROJECT COOPERATION AGREEMENT (PCA)**

**FOR A**

**GLOBAL ENVIRONMENT FACILITY Full Size Project**

**A Transboundary Waters Assessment Programme: Aquifers. Lakes/Reservoir Basins, Large Marine Ecosystems, and Open Ocean, to catalyse sound environmental management**

ThisPROJECT COOPERATION AGREEMENT and its Annexes (this “Agreement”) is made:

BETWEEN: The United Nations Environment Programme (hereinafter referred to as “UNEP” and represented by its Director Division of Early Warning and Assessment an international inter-governmental organization established by the General Assembly of the United Nations, and having its office at P.O. Box 30552, Nairobi 00100, Kenya.

AND: {Name of the Executing Agency} (hereinafter referred to as “the Executing Agency”), a {legal status of the Executing Agency} represented by its {position/title of representative} and having its office at {address of Executing Agency}.

hereinafter collectively referred to as “the Parties”.

WHEREAS, as a GEF Implementing Agency, and in accordance with the GEF Instrument, UNEP is accountable to the GEF Council for GEF-financed activities and to ensure that these are carried out in accordance with UNEP and GEF policies, criteria and procedures.

WHEREAS, {Name of the Executing Agency} affirms that it is a {e.g. non-profit governmental organization and non-partisan} and that it has the capacities required to carry out the activities outlined in this Agreement, and that the activities under this Agreement shall be carried out without discrimination of any nature.

**Purpose**

1. The Agreement sets forth the terms and conditions of the cooperation between the Parties for the execution of the project {title} described in the project document appended as **Annex 1.** The project was approved by the UNEP Project Approval Group (PAG) on {date of Decision Sheet signature} and by the Global Environment Facility (GEF) Chief Executive Officer (CEO) in the letter dated {date of CEO letter} appended as **Annex 2**.
2. The main objective of the project is to {insert description provided by the Task Manager in Annex 1, Item “1.12 Project summary” from Section 1: Project Identification of the project document}.

**Interpretation**

1. All Annexes appended to this Agreement shall be construed as an integral part of this Agreement.
2. Definitions of terms used in this Agreement are provided in **Annex 3.**

**Duration**

1. This Agreement shall come into force upon signature by the Parties from the date of the latest signature, and shall remain in force until {ddmmyyyy}[[1]](#footnote-1) after the last obligation of the Parties lapse, unless terminated earlier pursuant to paragraphs 49 to 60 of this Agreement. However, project effectiveness shall be the date of receipt by the Executing Agency of the first installment of funds.

**Cooperation**

1. The Parties agree to cooperate with each other at all times and maintain close working relationships in order to achieve the objectives and outcomes of the project.
2. The Parties shall carry out their respective responsibilities in accordance with the provisions of this Agreement.
3. The Parties shall determine and communicate to each other the persons appointed as having the authority and responsibility for the project execution on its behalf.
4. Contact details for correspondence on substantive and technical matters as well as on administrative and financial matters are as set out in **Annex 4**.
5. The Parties shall cooperate in any public relations or publicity exercises, when UNEP deems these appropriate or useful.

##### Cost of the project

1. The total cost of the project is {GEF-approved budget} of which {US$} is GEF financing and the balance is co-financing as described below. {Task manager to specify if the cash co-financing will pass thru UNEP. If so, reflect co-finance in QGL trust fund}

Cost to the GEF Trust Fund: US$

Cash contribution from the Executing Agency: US$

In-kind contribution from the Executing Agency: US$

Third party co-finance (cash): US$

Third party co-finance (in-kind): US$

Total cost of the project: US$

1. For a detailed budget breakdown of GEF Funds and co-finance, refer to Appendix 1 and Appendix 2 of the project document appended as **Annex 1**.

Terms and obligations of UNEP

1. With regard to project implementation, UNEP shall:
   * 1. Provide, in its role as GEF Implementing Agency, project oversight to ensure that GEF policies and criteria are adhered to and that the project meets its objectives and achieves expected outcomes in an efficient and effective manner. Project supervision is entrusted to the Director, who discharges this responsibility through the assigned UNEP/GEF Task Manager and Fund Management Officer (refer to **Annex 4**). Project supervision missions by the Task Manager and/or Fund Management Officer are stipulated in the project supervision plan appended as **Annex 5**;
     2. Have a representative on the project steering committee;
     3. Perform the liaison function between the project and the GEF Secretariat;
     4. Report on the progress against milestones outlined in the CEO approval letter, appended as **Annex 2**, to the GEF Secretariat;
     5. Inform the GEF Secretariat whenever there is a potentially substantive co-financing change (i.e. one affecting the project objectives, the underlying concept, scale, scope, strategic priority, conformity with GEF criteria, likelihood of project success, or outcome of the project);
     6. Rate, on an annual basis, progress in meeting project objectives, project implementation progress, risk, and quality of project monitoring and evaluation, and report to the GEF Secretariat through the Project implementation Review (PIR) report;
     7. Review and clear manuscripts prepared by the Executing Agency before publication, and review and agree any publishing contracts;
     8. Undertake a mid-term management review or request the Evaluation and Oversight Unit (EOU) of UNEP to perform an independent mid-term evaluation;
     9. Ensure that EOU arranges for an independent terminal evaluation and submits its report to the GEF Evaluation Office;
     10. As deemed appropriate, facilitate access to information, advisory services, technical and professional support available to UNEP and will assist the Executing Agency to access the advisory services of other United Nations Organizations, whenever necessary.
2. With regard to cash advances, UNEP shall:
3. Provide all cash advances in US dollars up to the maximum amount of {total amount of GEF-approved budget} by way of periodic cash advances or by direct payment made by UNEP on behalf of the Executing Agency in accordance with the project budget. The first installment of {amount of first installment} shall be advanced to the Executing Agency within 2 weeks following signature of the present Agreement;
4. Advance the second and subsequent installments to the Executing Agency within 2 weeks after a financial report and other agreed-upon documentation, as referenced in paragraph 34 of this Agreement, has been received by UNEP showing satisfactory progress of activities and adequate management and use of GEF resources. Requests for subsequent cash advances shall be made using the formats appended as **Annex 7B**;
5. Make the final disbursement, normally amounting to {5% or any other amount agreeable to both parties} of the total GEF-approved budget, upon submission and acceptance of the final report, outputs, final audited expenditure statement, co-finance report and final inventory of non-expendable equipment together with signed transfer agreement (if applicable). UNEP reserves the right to withhold the final payment in case of the Executing Agency’s non-compliance of the abovementioned reporting obligations.
6. With regard to procurement, UNEP’s clearance is required for the procurement of additional items costing above US$ 2,500 {lower amount can be set depending on the nature of the project} that are not included in the procurement plan. The same principle of clearance by UNEP shall apply to service contracts or agreements to be procured that are not in the procurement plan and costing above US$ 5,000. UNEP may refuse to accept such expenditures being charged to the project budget in case of the Executing Agency’s non-compliance of the abovementioned clearance obligation.

**Terms and obligations of the Executing Agency**

1. With regard to project execution, the Executing Agency shall:
2. Undertake to be bound by the terms and obligations specified below, and shall accordingly ensure that the personnel performing project-related activities under the present Agreement comply with these obligations;
3. Not seek nor accept instructions regarding the activities under the present Agreement from any {other} Government or {other} authority external to UNEP;
4. Refrain from any conduct that would adversely reflect on the United Nations and shall not engage in any activity which is incompatible with the aims and objectives of the United Nations or the mandate of UNEP;
5. Not use information that is considered confidential without the authorization of UNEP. In any event, such confidential information shall not be used for individual profit. The Executing Agency’s focal point for this project may communicate with the media regarding the methods and scientific procedures used by the Executing Agency. However, UNEP clearance is required for the use of UNEP’s name in conjunction with project activities in accordance with paragraph 46 of this Agreement. The Executing Agency must adhere to the GEF Communication and Visibility Policy, including the Brand Guidelines and Graphics Standards of the GEF (www.thegef.org). This obligation shall not lapse upon termination of the present Agreement unless otherwise agreed between the Parties;
6. Adhere to the project milestones, as set in the CEO approval letter appended as **Annex 2**. In the event that a milestone cannot be met, the Executing Agency shall inform UNEP one month before the date of the milestone to enable UNEP to comply with the terms of the CEO approval;
7. Inform UNEP whenever there is a potentially substantive co-financing change.
8. With regard to personnel administration, the Executing Agency shall be solely and completely responsible and accountable for all services performed by its personnel, agents, employees, or contractors (hereinafter referred to as “Personnel”).
9. Personnel of the Executing Agency, its contractors or anyone else working for the Executing Agency in the execution of the project or otherwise, are not employees of UNEP and are not covered by the privileges and immunities applying to UNEP and its staff pursuant to the Convention on the Privileges and Immunities of the United Nations. UNEP shall not accept any liability for claims arising out of the activities performed under the Agreement, or any claims for death, bodily injury, disability, damage to property or other hazards that may be suffered by the Executing Agency’s Personnel as a result of their work pertaining to the project under this Agreement.
10. The Executing Agency shall ensure that its Personnel meet the highest standards of qualification and technical and professional competence necessary for the achievement of the objectives and results of the Project, and that decisions on employment related to the Project shall be free of discrimination of any nature. The Executing Agency shall ensure that all Personnel are free from any conflicts of interest relative to the project activities.
11. The Executing Agency shall recruit the respective senior project personnel in accordance with the terms of reference set out in {refer to the specific appendices} of the project document appended as **Annex 1**.
12. For government-executed projects, in the event that the Executing Agency assigns or seconds a government employee to the project, the terms of reference and contractual conditions shall be disclosed to UNEP, including the amount and source(s) of remuneration and the time allocated to perform the duties assigned within the framework of the project.
13. With regard to procurement, the Executing Agency shall:
    * 1. Ensure that procurement of goods and consulting services financed by GEF funds shall be subject to rules and regulations of the Executing Agency but should meet internationally acceptable standards;

b) Ensure that, in its procedures for procurement of goods, services or other requirements with funds made available by GEF as provided for in the project document, it shall safeguard the principles of highest quality, economy and efficiency, and that the placing of such orders be based on an assessment of competitive quotations, bids, or proposals unless otherwise agreed to with UNEP.

1. Before the commencement of procurement, furnish the project procurement plan to be reviewed at the project inception meeting and cleared by UNEP.
2. Utilize the funds and any supplies and equipment provided by UNEP in strict compliance with the project document.
3. Maintain complete and accurate records of non-expendable equipment purchased with GEF project funds and a duly authorized official of the Executing Agency shall take periodic physical inventories. Within 1 month of the year ending 31 December, i.e. on or before 31 January, the Executing Agency shall provide UNEP annually with the inventory of such non-expendable equipment as at 31 December, using the format appended as **Annex 6A**.
4. Be responsible for the proper custody, maintenance and care of all non-expendable equipment as well as items of attraction (items costing less than US$ 1,500, but with a useful life of more than a year) purchased with GEF funds. The Executing Agency shall, for the protection of such equipment and materials during implementation of the project, obtain appropriate insurance in such amounts as may be agreed upon between the Parties and incorporated in the project budget.
5. In cases of damage, theft or other losses of property made available to the Executing Agency, provide UNEP with a comprehensive report, including police report, where appropriate, and any other evidence giving full details of the events leading to the loss of the property.
6. Obtain authorization of UNEP, in case the Executing Agency intends to dispose of the equipment during the duration of the project. Within 2 months of the project completion date or upon termination of this Agreement, the Executing Agency shall submit a final inventory of equipment to UNEP and a proposal for the disposal/transfer of the said equipment using the format appended as **Annex 6B**, unless otherwise agreed upon between the Parties {and in consultation with the government coordinating authority}.
7. With regard to cash advances, the Executing Agency shall:
   * 1. Provide the banking details to UNEP on the Third Party Form appended as **Annex 7A**;
     2. Comply with the reporting requirements, failing which, UNEP may withhold further disbursements or may suspend the project until such time the Executing Agency meets its financial and operational obligations.
8. With regard to cost overruns, the Executing Agency shall ensure that, under this Agreement, total expenditures incurred by the Executing Agency does not exceed the GEF-approved budget as set out in paragraphs 11 and 12 of this Agreement. The Executing Agency shall notify UNEP about any expected variations on the project. The Executing Agency shall be authorized to make variations not exceeding 10 per cent on any one line item of the project budget provided that the total allocatedfor that specific budget component by UNEP is not exceeded. Any variations exceeding 10 per cent on any one line item that may be necessary for the proper and successful execution of the project shall be subject to prior consultations with and approval by UNEP. In such a case, a revision to the project document amending the budget shall be issued by UNEP. In the absence of such approval by UNEP, cost overruns shall be the sole responsibility of the Executing Agency.
9. With regard to project management cost, the Executing Agency shall ensure that project management costs for the Executing Agency does not exceed 10 per cent in total for the GEF-approved project budget in accordance with GEF rules. Any increase in management costs as a result of extending the duration of the project shall be the sole responsibility of the Executing Agency.
10. With regard to maintenance of records:
    * 1. The Executing Agency shall keep accurate and up-to-date records and documents in respect of all expenditures incurred with the funds made available by UNEP to ensure that all expenditures are in conformity with the provisions of the project document. For each disbursement, proper supporting documentation shall be maintained, including original invoices, bills, and receipts pertinent to the transaction;
      2. Upon completion of the project or termination of this Agreement, the Executing Agency shall maintain all records pertinent to the project for a period of at least 3 years unless otherwise agreed upon between the Parties.
11. With regard to unspent balances, should there remain a balance from the total GEF-approved budget after completion or termination of the project, the Executing Agency shall return the unspent funds to UNEP within 2 months of the expiry or termination of this Agreement.
12. With regard to reporting:
13. The Executing Agency shall provide all reports for the project in English;
14. Progress report: Within 1 month of the end of reporting period, i.e. on or before 31 January, the Executing Agency shall submit to UNEP {and the government coordinating authority where appropriate} a half-yearly progress report for the period July-December using the format appended as **Annex 8**;
15. Project Implementation Review (PIR) report: Within 1 month of the end of the reporting period for the GEF fiscal year of 30 June, i.e., on or before 31 July, the Executing Agency shall submit to UNEP its input to the annual PIR report using the format appended as **Annex 9**. The PIR report shall be accepted as the progress report in the abovementioned paragraph of this Agreement for the period January-June;
16. Final report: Within 2 months of the project completion, or termination of the present Agreement, the Executing Agency shall submit to UNEP a final report and a list of outputs detailing the activities taken under the project, lessons learned and any recommendations to improve the efficiency of similar activities in the future, using the format appended as **Annex 10**;
17. Financial report: All financial reporting shall be in US dollars, and any exchange differences accounted for within the total GEF-approved US dollar project budget. Within 1 month of the end of the quarter to which they refer, i.e., on or before 30 April, 31 July, 31 October and 31 January, the Executing Agency shall submit to UNEP quarterly expenditure reports and explanatory notes on the expenditures reported using the format appended as **Annex 11**. The financial report shall contain information that forms the basis of a periodic financial review and its timely submission is a prerequisite to the continuing funding of the project. Unless the financial report is received, UNEP will not act upon requests for advances of funds;
18. The Executing Agency shall submit to UNEP a signed final statement of accounts within 3 months of completion of project activities. The final statement of accounts shall be prepared using the format appended as **Annex 11**;
19. Basis of accounting: The financial report has been designed to reflect the transactions of a project on a cash basis, and thus shall include only disbursements made by the Executing Agency and not commitments;
20. Income: The Executing Agency shall credit any miscellaneous income to the project accounts as a receipt of funds against agreed project requirements. Miscellaneous income shall include, inter alia, proceeds or receivable from the sale of any item or property provided under the project governed by this Agreement, as well as any bank interest earned or accrued on project funds remitted by UNEP and which have been deposited or temporarily placed in an interest–bearing account;
21. Refund: Any refund received by the Executing Agency from a supplier/third party shall be reflected in the financial report as a reduction of disbursements on the component to which it relates;
22. Co-financing report: Within 1 month of the PIR reporting period, i.e. on or before 31 July, the Executing Agency shall submit to UNEP, an annual co-financing report for the project as at 30 June showing amount of cash and in-kind co-financing realized compared to the amount of co-financing committed to at the time of the project approval in accordance with Appendix 2 of the project document appended as **Annex 1**. Co-financing reporting shall be by source using the format appended as **Annex 12**;
23. Third party co-financing reporting: The Executing Agency shall ensure that the legal instruments prepared with its project partners require partners to report, on an annual basis, the actual co-financing received versus committed at the time of project approval by the GEF, and provide assurances that the identified in-kind resources be:

* Dedicated uniquely to the GEF project;
* Valued at the lower of cost or market value of the required inputs they provide for the project;
* Monitored with documentation available for any project evaluation;

1. Consolidated reporting: All reports described above shall be consolidated reports and therefore include information from any third party sub-project(s).

**Financial cost**

1. UNEP shall not be liable for the payment of any expenses not outlined in the project document or project budget unless UNEP has explicitly agreed in writing to do so prior to the expenditure by the Executing Agency.

**Audit requirements**

1. All financial reporting in the audit report shall be in US dollars.

### For projects up to 2 years in duration

1. On completion of the project, the final audited financial statements, wherein GEF funding is clearly identified, shall be endorsed by a duly authorized official of the Executing Agency and issued by an independent audit authority (a recognized firm of certified public accountants or for Governments, by a government auditor), and dispatched to UNEP within 6 months. The audit report and recommendations shall include such comments as the auditor may deem appropriate in respect of GEF funded operations and in particular, should clearly indicate that in their opinion:
2. GEF funds were covered by the scope of the audit;
3. Proper books of account have been maintained;
4. All project expenditures are supported by vouchers and adequate documentation;
5. Expenditures have been incurred in accordance with the objectives outlined in the project document;
6. The expenditure reports provide a true and fair view of the financial condition and performance of the project.
7. If requested, the Executing Agency shall facilitate an audit by the United Nations Office of Internal Oversight Services, or any person duly authorized by UNEP. Shall they wish to do so, the United Nations Board of Auditors may also carry out an audit of the project accounts.

**Responsibility for claims**

1. The Executing Agency shall indemnify, hold, and save harmless, and defend at its own expense, UNEP, its officials and persons performing services for UNEP, from and against all suits, claims, demands and liability of any nature and kind, including their cost and expenses, arising out of acts or omissions of the Executing Agency or its employees or persons hired for the management of the present Agreement and the project
2. The Executing Agency shall be responsible for, and deal with all claims brought against it by its personnel, employees, agents or subcontractors.

**Publications, acknowledgements, logos and emblems**

1. The Executing Agency shall submit to UNEP for review and prior clearance of any manuscripts for publication. It shall also inform UNEP of plans for its publication and discuss and agree on the publishing arrangements.
2. To accord proper acknowledgement to the GEF for providing funding to the project, any publications prepared or produced pursuant to this Agreement will give appropriate credit to GEF as per the GEF Communication and Visibility Policy, including the Brand Guidelines and Graphics Standards ([www.thegef.org](http://www.thegef.org/)) in addition to that of UNEP as stipulated under paragraph 46 of this Agreement. Any citation on project publications of projects funded by GEF resources shall also accord proper acknowledgement to GEF and UNEP.
3. The GEF logo shall appear on, amongst others, project hardware and vehicles purchased with GEF funds.
4. In no event will authorization of the name or emblem, or any abbreviation thereof, of GEF or UNEP, be granted for commercial purposes.
5. Should the Executing Agency be solely responsible for publishing arrangements, UNEP shall receive free of charge at least {indicate number of copies to be received} copies of the published work {or electronic material or film or other as relevant} in each of the languages, for non-commercial purposes.
6. The Executing Agency may only use the name and emblem of the United Nations or UNEP with prior written consent of UNEP.

**Intellectual property rights**

1. For the purpose of this Agreement, intellectual property would mean information, ideas, inventions, innovations, art work, data, designs, literary texts and any other matter or thing whatsoever as may be capable of legal protection or be subject to legal rights and shall include patents; information which is of a kind that has been communicated in such a manner as to give rise to a duty of confidentiality; copyright vesting in literary works (including but not limited to computer programs); dramatic works, musical works, broadcast, published editions and other types of performance; registered trademarks; unregistered trademarks used or intended for use in business registered designs and designs capable of being registered; biological organism varieties and the rights of breeders of such varieties; layout design of integrated circuits; databases; and any other rights resulting from intellectual activity in the industrial, commercial, scientific, literary and artistic fields.
2. UNEP and the Executing Agency shall agree upon the question of copyrights and all other related rights in any material produced under the provisions of this Agreement.

**Suspension and termination**

1. The Parties hereto recognize that the successful completion and accomplishment of the purposes of a technical cooperation activity are of paramount importance, and that UNEP may find it necessary to terminate the project, or to modify the arrangements for the management of the project, should circumstances arise that jeopardize successful completion or the accomplishment of the purposes of the project within the approved duration of the project.
2. UNEP shall consult with the Executing Agency if any circumstances arise that, in the judgment of UNEP, interfere or threaten to interfere with the successful completion of the project or the accomplishment of its purposes. The Executing Agency shall promptly inform UNEP of any such circumstances that might come to its attention. The Parties shall cooperate towards the rectification or elimination of the circumstances in question and shall exert all reasonable efforts to that end, including prompt corrective steps by the Executing Agency, where such circumstances are attributable to it or within its responsibility or control.
3. At any stage of the project cycle, participating country(ies), UNEP or the GEF Secretariat may recommend suspending or terminating the project for several reasons including *force majeure*, changes in national priorities, poor implementation performance, lack of compliance with financial or reporting obligations, leading to a conclusion that the project can no longer meet its objectives.
4. Following receipt of a recommendation for suspension or termination, and after appropriate consultations, UNEP may suspend or terminate the project by written notice to the Executing Agency. In the event of termination, such notice shall be provided at least 3 months prior to the effective date. If it is a suspension, UNEP shall indicate to the Executing Agency the conditions under which it is prepared to authorize project activities to resume.
5. If the cause of suspension is not rectified or eliminated within the timeframe, as agreed between UNEP and the Executing Agency, after UNEP has given notice of suspension to the Executing Agency, UNEP may, by written notice at any time thereafter during the continuation of such cause: (a) terminate the project; or (b) terminate the management of the project by the Executing Agency, and entrust its management to another institution. The effective date of termination under the provisions of the present paragraph shall be specified by written notice from UNEP.
6. The Executing Agency may terminate the present Agreement in cases where a condition has arisen that impedes the Executing Agency from successfully fulfilling its responsibilities under the present Agreement, by providing UNEP with written notice of its intention to terminate the present Agreement at least 3 months prior to such termination.
7. The Executing Agency may terminate the present Agreement only after consultations have been held with UNEP, and shall give due consideration to proposals made by UNEP in this respect. The Parties shall also cooperate in assessing the consequences on the other partners and beneficiaries of the project, and develop and agree upon an exit strategy to minimize negative consequences.
8. Upon receipt of a notice of termination by either party under paragraphs 52 to 55 of this Agreement, The Parties shall take immediate steps to terminate activities under the present Agreement, in a prompt and orderly manner, so as to minimize losses and further expenditures. The Executing Agency shall undertake no forward commitments and shall return to UNEP, within 2 months of the effective date of termination, all unspent funds, provided by UNEP unless UNEP has agreed otherwise in writing.
9. In the event of any termination by either party under paragraph 56 of this Agreement, UNEP shall reimburse the Executing Agency only for the costs incurred to manage the project in conformity with the express terms of the present Agreement. Reimbursements to the Executing Agency under this provision, when added to amounts previously remitted to it by UNEP in respect of the project, shall not exceed the total UNEP allocation/contribution for the project.
10. In the event of transfer of the responsibilities of the Executing Agency for the management of a project to another institution, the Executing Agency shall cooperate with UNEP and the other institution in the orderly transfer of such responsibilities and equipment procured using project funds.

***Force majeure***

1. In the event of and as soon as possible after the occurrence of any cause constituting *force majeure,* the party affected by the *force majeure* shall give the other party notice and full particulars in writing of such occurrence if the affected party is thereby rendered unable, in whole or in part, to perform its obligations or meet its responsibilities under the present Agreement. The Parties shall consult on the appropriate action to be taken, which may include suspension of the present Agreement by UNEP or termination of this Agreement, with either party giving to the other at least 1 month written notice of such termination.
2. In the event that the present Agreement is terminated owing to causes constituting *force majeure*, the provisions of paragraphs 57 and 58 of this Agreement shall apply.

**Dispute settlement**

1. The Parties shall settle amicably through direct negotiations, any dispute, controversy or claim arising out of or relating to the present Agreement, including breach and termination of the Agreement. Should such negotiations fail, the matter shall be referred to arbitration in accordance with United Nations Commission on International Trade Law Arbitration Rules (UNCITRAL). The Parties shall be bound by the arbitration award rendered in accordance with such arbitration, as the final decision on any such dispute, controversy or claim.

**Privileges and immunities**

1. Nothing in or relating to this Agreement shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations and UNEP.

**Notification and amendments**

1. Any part of this Agreement may be modified or amended only by written agreement between the Parties.
2. For multi-country projects, in the event that one or more countries withdraw from the project, the Executing Agency shall inform UNEP which shall in turn notify the GEF Secretariat.
3. Should it become evident during the implementation of the project that an extension beyond the agreed expiry date as set out in paragraph 5 of this Agreement is required to achieve the objectives of the project, the Parties shall consult with each other with a view to agree on a revised completion date. In the event that the duration of the project is extended, paragraphs 30 and 31 of this Agreement shall apply. Upon reaching an agreement, the Parties shall immediately conclude an amendment to the Agreement to this effect.
4. The terms and conditions stipulated in the amendment shall be appended to and be construed as an integral part of this Agreement.

**IN WITNESS WHEREOF,** the duly authorized representatives of the Parties affix their signatures below.

For: For:

United Nations Environment Programme {Executing Agency}

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

……… {Name}

Director,

Division of ……..

UNEP

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

##### LIST OF ANNEXES TO THE PROJECT COOPERATION AGREEMENT

Annex 1 Sub-project description

Annex 2 Project Document template (Appendices are listed as part of Annex 1)

Annex 3 CEO approval/endorsement letter

Annex 4 Definition of terms

Annex 5 Contact details

Annex 6 Draft project supervision plan

Annex 7A Inventory of non-expendable equipment template

Annex 7B Equipment transfer letter template

Annex 8A Third Party Form template

Annex 8B Cash advance template

Annex 9 Progress report template

Annex 10 Project implementation review report template

Annex 11 Final report template

Annex 12 Quarterly expenditure statement template

Annex 13 Cofinance reporting template

**UNITED NATIONS ENVIRONMENT PROGRAMME**

**Internal Cooperation Agreement (ICA)**

**For A**

**GLOBAL ENVIRONMENT FACILITY Full Sized Project**

**A Transboundary Waters Assessment Programme: Aquifers. Lakes/Reservoir Basins, Large Marine Ecosystems, and Open Ocean, to catalyse sound environmental management**

This INTERNAL COOPERATION AGREEMENT (ICA) (hereinafter referred to as the “Agreement”) is executed between the Division of Environmental Policy Implementation and the Division of Early Warning and Assessment (hereinafter referred to as the “Division”) and collectively referred to as “The Parties”**.**

**Funding Division:** Division of Environmental Policy Implementation, represented by its Director.

**Executing Division**: Division of Early Warning and Assessment represented by its Director.

**Purpose**

1. The purpose of this ICA is to establish the conditions for the execution of the project: “A Transboundary Waters Assessment Programme: Aquifers. Lakes/Reservoir Basins, Large Marine Ecosystems, and Open Ocean, to catalyse sound environmental management”, described in the project document appended as **Annex 1,** and approved by the Project Approval Group (PAG) on {date of Decision sheet signature} and by the Global Environment Facility (GEF) Chief Executive Officer (CEO) in the letter dated {date of CEO letter} appended as **Annex 2**.
2. The main objective of the project is to: *“undertake the first global assessment of transboundary waterbodies, through a formalised consortium of partners, that will allow GEF and other international organizations to set priorities for funding; and to formalise the partnership with key institutions aimed at incorporating transboundary considerations into regular assessment programmes, resulting in periodic assessments of transboundary groundwater, lake/reservoirs, river basins, large marine ecosystems, and open ocean areas.”*

**Interpretation**

1. All Annexes to this Agreement shall be considered an integral part of this Agreement.
2. Definitions of terms used in this Agreement are appended as **Annex 3**.

**Duration**

1. This Agreement shall come into force upon signature by The Parties from the date of the latest signature, and shall remain in force until {ddmmyyyy}[[2]](#footnote-2) after the last obligation of the Parties lapse, unless terminated earlier pursuant to paragraphs 50 to 58 of this Agreement. However, project effectiveness shall be that of date of receipt of the funds sub-allotment. The project milestones (ii) and (iii) as set in the CEO approval letter appended as **Annex 2**, shall be adhered to. In the event that a milestone cannot be met, the Division shall inform the Division of Environmental Policy Implementation one month before the date of the milestone to enable the Division of Environmental Policy Implementation to comply with the terms of the CEO approval.

**Cooperation**

1. The Parties shall carry out their respective responsibilities in accordance with the provisions of the Agreement, and shall undertake the Project in accordance with the UNEP policies and procedures.
2. The Division Director shall determine and communicate to the Division of Environmental Policy Implementation the person appointed as Project Manager having the authority and responsibility for the project execution on his/her behalf.
3. Contact details for correspondence on substantive and technical matters as well as administrative and financial matters shall be provided no later than 1 week after signature of this Agreement the using the format appended as **Annex 4**.

**Cost of the project**

1. The total cost of the project is {GEF-approved budget} of which US$ is GEF financing and the balance is co-financing as described below. {Task Manager to explain who will manage cash co-financing,etc.}

Cost to the GEF Trust Fund: US$

In-kind contribution from the Division: US$

Third party co-finance (cash) US$

Third party co-finance (in-kind): US$

Total cost of the project: US$

1. For detailed budget breakdown of GEF funds and co-finance, refer to Appendix 1 and Appendix 2 of the project document appended as **Annex 1**.

**Terms and Obligations of Division of Environmental Policy Implementation**

1. Division of Environmental Policy Implementation shall:
   1. Provide, in its role as GEF Implementing Agency, project oversight to ensure that GEF policies and criteria are adhered to and that the project meets its objectives and achieves expected outcomes in an efficient and effective manner. Project supervision is entrusted to the Director who discharges this responsibility through the assigned Task Manager and Fund Management Officer (refer to **Annex 4**). Project supervision missions by the Task Manager and/or Fund Management Officer are included as part of the project supervision plan appended as **Annex 5**. As described in the project document, the Task Manager represents the Division of Environmental Policy Implementation Director on the project steering committee;
   2. Perform the liaison function between the project and the GEF Secretariat;
   3. Report on the progress against milestones outlined in the CEO approval letter, appended as **Annex 2,** to the GEF Secretariat;
   4. Inform the GEF Secretariat whenever there is a potentially substantive co-financing change (i.e. one affecting the project objectives, the underlying concept, scale, scope, strategic priority, conformity with GEF criteria, likelihood of project success, or outcome of the project);
   5. Rate, on an annual basis, progress in meeting project objectives, project implementation progress, risk, and quality of project monitoring and evaluation, and report to the GEF Secretariat through the Project Implementation Review (PIR) report;
   6. Verify that communications stipulated in paragraph 12(h) of this Agreement prepared by the Division for publication in connection with the project, adheres to the requirements of the GEF Secretariat’s guidelines for GEF-wide strategic communications, and ensure that clearance for the abovementioned communications is received from the GEF Secretariat in accordance with the GEF Communication and Visibility Policy, including the Brand Guidelines and Graphics Standards of the GEF (www.thegef.org) then obtaining;
   7. Undertake a mid-term management review or request Evaluation and Oversight UNIT (EOU) to perform an independent mid-term evaluation;
   8. Ensure that EOU arranges for an independent terminal evaluation and submits its report to the GEF Evaluation Office;
   9. Take responsibility for obligations stipulated under paragraphs 25 to 28 and 38 of this Agreement.

**Terms and Obligations of the Division of Early Warning and Assessment Division**

1. The Division shall:
   1. Take responsibility for the execution of the project in accordance with the objectives, activities and budget outlined in the project document appended as **Annex 1**;
   2. Deliver the outputs and demonstrate its best efforts in achieving the outcomes stipulated in the project document appended as **Annex 1**;
   3. Notify the Division of Environmental Policy Implementation in writing if there is need for modification to the agreed implementation plan and budget, and to seek prior approval;
   4. Make available to the project the cash and in-kind co-financing from the Division and make its best efforts to ensure that all pledged third party co-financing materializes or undertake resources mobilization efforts to compensate for any shortfall in co-financing;
   5. Address and rectify any issues raised by Division of Environmental Policy Implementation with respect to project execution in a timely manner;
   6. Report to Division of Environmental Policy Implementation in accordance with paragraphs 39 to 48 of this Agreement;
   7. Follow procedures governing publications, documents and information material in connection with the project, in accordance with the requirements as set forth in the UNEP Publishing Policy then obtaining;
   8. Submit press releases, GEF-relevant news items, opinion pieces and interviews, publications and speeches to Division of Environmental Policy Implementation prior to their publication;
   9. Support the project mid-term review/evaluation as an adaptive management tool and develop a management response to the review;
   10. Collaborate with the project terminal evaluation, and provide all information requested by the evaluation team;
   11. For multi-country projects, in the event that one or more countries withdraw from the project, the Division shall inform Division of Environmental Policy Implementation which shall in turn notify the GEF Secretariat;
   12. Comply with the administrative and financial procedures stated below.

# Personnel Administration

1. Recruitment: In the event that dedicated professional staff shall be recruited for the project, the post(s) shall be filled in accordance with the applicable Staff Rules then obtaining. The terms of reference for the Project Manager are as set out in Appendix 11 of the project document appended as **Annex 1**.
2. Project personnel supervision and performance appraisal: The Division shall assign a First Reporting Officer (FRO) to supervise the Project Manager. The annual performance appraisal of the Project Manager shall be the responsibility of the FRO.
3. The personnel assigned/contracted by the Division to the project shall work under the supervision of the Project Manager. These personnel shall remain accountable to Division for the manner in which assigned functions are discharged.
4. In the event of disagreement between the Project Manager and other project personnel of Division, the Project Manager shall refer the matter under dispute to the Director of the Division for the purpose of finding a satisfactory solution.
5. Contract Renewal: Contract renewals shall be initiated by the Division. The duration of the contracts of staff funded by GEF resources shall not extend beyond the project completion date.
6. Consultants: Project consultants shall work under the supervision of the Project Manager. These consultants shall remain accountable to the Division for the manner in which assigned tasks are discharged.

## Procurement

1. Procurement of goods and services financed by GEF funds shall be subject to UN Procurement Manual and UN Financial Regulations and Rules. Before the commencement of procurement, the Division shall furnish the project procurement plan to be reviewed at the project inception meeting and cleared by the Division of Environmental Policy Implementation. Procurement of additional items not included in the above-mentioned plan exceeding 20% of the component total shall be provided with the annual project revision.
2. Procurement shall be undertaken only during the project implementation period.
3. **Maintenance of inventory: The Division shall maintain complete and accurate records of non-expendable equipment purchased with GEF project funds or with co-finance funds administered by UNEP. Within I month of the year ending 31 December i.e. on or before 31 January, the Division shall provide the Division of Environmental Policy Implementation annually with the inventory of such non-expendable equipment as at 31 December,using the format appended as** Annex 6**, and shall take periodic physical inventories.**
4. During the duration of the project, the Division shall be responsible for the proper custody, maintenance and protection of all non-expendable equipment purchased with GEF funds.
5. Within 2 months of the project completion date or upon termination of this Agreement, the Division shall submit a final inventory of non-expendable equipment to the Division of Environmental Policy Implementation with a proposal for the transfer of the said equipment.

## Financial Management

1. The financial resources in the GEF-approved project budget shall be managed by the Division. All financial transactions relating to sub-allotments shall be processed by the Division.

## Cash advances

## Sub-allotments shall be provided by the Division of Environmental Policy Implementation to the Division Organization Unit as stated below.

1. Initial sub-allotment: The Division of Environmental Policy Implementation shall provide a sub-allotment of the GEF-approved project budget on an annual basis to the Division upon signature of this Agreement by The Parties which shall cover expenditures expected to be incurred by the Division during the first year of project execution.
2. **Subsequent sub-allotments including the final sub-allotment shall be made upon receipt of the cash advance request using the formats appended as** Annex 7**. In order to ensure smooth implementation of activities, the Division of Environmental Policy Implementation shall provide a sub-allotment equivalent to 3 months of the annual budget. The balance of the sub-allotment for the remaining 9 months shall be provided within 10 working days on receipt of the annual project or sub-project revision, and subject to the presentation of:**
   1. a satisfactory financial report showing cumulative expenditures to-date;
   2. explanatory notes on the expenditures reported on point a) above attached; and
   3. timely and satisfactory progress reports on project implementation.

Budget re-phasal

1. For the GEF-approved budget, including sub-project budgets if relevant, a manual yearly budget revision shall be processed in place of an automated budget re-phasal. The revision shall be prepared by the Division but processed through the Division of Environmental Policy Implementation.

Responsibility for cost overruns

1. Under this Agreement, total expenditures incurred shall not exceed the GEF-approved budget as set out in paragraphs 9 and 10 of this Agreement. The Division agrees to utilize the funds provided by the Division of Environmental Policy Implementation in strict compliance with the project document. The Division is authorized to make variations not exceeding 20 per cent on any one line item of the project budget, provided that the total allocated for that budget component is not exceeded. Any variations exceeding 20 per cent on any one line item, or changes to the totals of budget components approved in Appendix 1 of the project document appended as **Annex 1**, that may be necessary for the proper and successful implementation of the project, shall be subject to prior consultations with and approval by the Division of Environmental Policy Implementation. All agreed amendments to the budget shall be documented and reflected in the manual yearly revision to the project document issued by the Division of Environmental Policy Implementation
2. Total cost overruns shall be the responsibility of the Division.

Management costs

1. Project management costs for the Division shall not exceed 10 per cent in total of the GEF-approved project budget in accordance with GEF rules. Any increase in management costs as a result of extending the duration of the project shall be the responsibility of the Division.

Unspent balance

1. Should there remain a balance from the total GEF-approved budget after completion of the project, the portion of the sub-allotment remaining unspent or uncommitted shall be cancelled by the Division of Environmental Policy Implementation within one month of the presentation of the final report by the Division.

Contracting and management of sub-projects

1. The Division shall prepare sub-project documents using appropriate legal instruments, in accordance with the delegation of authority under the UNEP accountability framework.
2. Where the Division sub-contracts specific project components/activities to third parties, the responsibility for obtaining the independent audit certificates from such third parties and reconciliation to the accounting system shall rest with the Division. All sub-contracts entered into shall be accounted for in US dollars.
3. All annual/year-end sub-project revisions shall be prepared by the Division and cleared by the Division of Environmental Policy Implementation. Workplans for the remaining duration of the project implementation period in respect to the sub-projects shall be prepared by the Division and submitted with the revisions for clearance.
4. The Division shall complete all sub-project completion revisions within 6 months of the project completion date. The final reports of sub-projects and the list of outputs shall accompany such completion revisions. If all documentation necessary for closure is available within this period, a completion revision need not be prepared.
5. The Division shall complete all sub-project closing revisions within 6 months of the last sub-project completion revision.

Overall project closure

1. Division of Environmental Policy Implementation shall take responsibility for the project closure.

# Reporting Requirements

1. Progress report: Within 1 month of the end of the reporting period, i.e. on or before 31 January, the Division shall submit to the Division of Environmental Policy Implementation a half-yearly progress report as at 31 December using the format appended as **Annex 8**.

##### **Project Implementation Review (PIR) report. Within 2 months of the end of the 30 June reporting period i.e. on or before 31 August, for the GEF fiscal year, the Division shall submit to the Division of Environmental Policy Implementation** **its input to the annual PIR report using the format appended in** Annex 9.

1. Final report: Within 2 months of the project completion, the Division shall submit to the Division of Environmental Policy Implementation a final report and a list of outputs detailing the activities taken under the project, lessons learned and any recommendations to improve the efficiency of similar activities in the future, using the format appended as **Annex 10**.
2. Financial reports: All financial reporting for the project shall be in US dollars, and any exchange differences accounted for within the total GEF-approved US dollar project budget. Unless the project is assessed as being at risk, within 1 month of the end of the period to which they refer, i.e. on or before 31 January and 31 July, the Division shall submit to the Division of Environmental Policy Implementation half-yearly expenditure reports and explanatory notes on the expenditures reported for the project using the formats appended as **Annex 11**.
3. Details of expenditures and unliquidated obligations shall be reported in line with the project budget as set out in Appendix 1 of the project document appended as **Annex 1**. Reports are as at 30 June and 31 December.
4. Final expenditure statement: Within 3 months of the project completion date, the Division shall submit to the Division of Environmental Policy Implementation final accounts in the same format as for the quarterly expenditure reports above.
5. Co-financing report: Within 1 month of the PIR reporting period, i.e. on or before 31 July, the Division shall submit to the Division of Environmental Policy Implementation, an annual co-financing report for the project as at 30 June showing amount of cash and in-kind co-financing realized compared to the amount of co-financing committed to at the time of project approval in accordance with Appendix 2 of the project document appended as **Annex 1**. Co-financing reporting shall be by source using the format appended as **Annex 12.**
6. The Division shall inform the Division of Environmental Policy Implementation whenever there is a potentially substantive co-financing change.
7. Third party co-financing reporting: The Division shall ensure that the legal instruments prepared with its project partners require partners to report, on an annual basis, the actual co-financing received versus committed at the time of project approval by the GEF, and provide assurances that the identified in-kind resources be:
   1. dedicated uniquely to the GEF project;
   2. valued as the lower of cost or market value of the required inputs they provide for the project; and
   3. monitored with documentation available for any evaluation or project audit (e.g. certification by an executing agency of the time dedicated to the project).
8. Consolidated reporting: All reports described above shall be consolidated reports and therefore include information from any third party sub-project(s).

# Acknowledgements and logos

1. In order to accord proper acknowledgement to the GEF for providing funding to the project, both the cover and the title page of substantive reports produced by the Division, in its role as Executing Division to the project, shall carry the logo of GEF in addition to that of UNEP, and/or the title “Global Environment Facility” in addition to “United Nations Environment Programme”. Any citation on project publications funded by GEF resources shall also accord proper acknowledgement to the GEF. The Division must adhere to the GEF Communication and Visibility Policy, including the Brand Guidelines and Graphics Standards of the GEF (www.thegef.org).

# Suspension and Termination

1. The Division of Environmental Policy Implementation shall consult with the Division if any circumstances arise that, in the judgment of Division of Environmental Policy Implementation, interfere or threaten to interfere with the successful completion of the project or the accomplishment of its purposes. The Division shall promptly inform Division of Environmental Policy Implementation of any such circumstances that might come to its attention. The Parties shall cooperate towards the rectification or elimination of the circumstances in question and shall exert all reasonable efforts to that end, including prompt corrective steps by the Division, where such circumstances are attributable to it or within its responsibility or control.
2. At any stage of the project cycle, the Division, participating country(ies), the Division of Environmental Policy Implementation or the GEF Secretariat may recommend suspending or terminating the project for several reasons including *force majeur*e, changes in national priorities, poor implementation performance, lack of compliance with financial or reporting obligations, leading to a conclusion that the project can no longer meet its objectives.
3. Following receipt of a recommendation for suspension or termination, and after appropriate consultations, the Division of Environmental Policy Implementation may suspend or terminate the project by written notice to the Division. In the event of termination, such notice shall be provided at least 3 months prior to the effective date. If it is a suspension, the Division of Environmental Policy Implementation shall indicate to the Division the conditions under which it is prepared to authorize project activities to resume.
4. If the cause of suspension is not rectified or eliminated within the timeframe, as agreed between Division of Environmental Policy Implementation and the Division, after Division of Environmental Policy Implementation has given notice of suspension to the Division, Division of Environmental Policy Implementation may, by written notice at any time thereafter during the continuation of such cause: (a) terminate the project; or (b) terminate the management of the project by {Division}, and entrust its management to another institution. The effective date of termination under the provisions of the present paragraph shall be specified by written notice from Division of Environmental Policy Implementation.
5. The Division may terminate the present Agreement in cases where a condition has arisen that impedes Division from successfully fulfilling its responsibilities under the present Agreement, by providing Division of Environmental Policy Implementation with written notice of its intention to terminate the present Agreement at least 3 months prior to the effective date of termination.
6. The Division may terminate the present Agreement after consultations have been held between the Division and Division of Environmental Policy Implementation. The Parties shall also cooperate in assessing the consequences on the other partners and beneficiaries of the project, and develop and agree upon an exit strategy to minimize negative consequences.
7. Upon receipt of a notice of termination by either party under paragraphs 52 to 55 of this Agreement, The Parties shall take immediate steps to terminate activities under the present Agreement, in a prompt and orderly manner, so as to minimize losses and further expenditures. The Division shall undertake no forward commitments and shall return to Division of Environmental Policy Implementation, within 1 month of the effective date of termination, all unspent funds unless Division of Environmental Policy Implementation has agreed otherwise in writing.
8. In the event of any termination by either party under paragraph 56 of this Agreement, Division of Environmental Policy Implementation shall reimburse only for the costs incurred to manage the project in conformity with the express terms of the present Agreement. Reimbursements to the Division under this provision, when added to amounts previously sub-allotted to it by Division of Environmental Policy Implementation in respect of the project, shall not exceed the total GEF allocation/contribution for the project.
9. In the event of transfer of the responsibilities of the Division for the management of a project to another institution, the Division shall cooperate with Division of Environmental Policy Implementation and the other institution in the orderly transfer of such responsibilities and equipment procured using project funds.

**Dispute Settlement**

1. Any dispute arising out of or in connection with this Agreement shall be settled amicably between The Parties. Should attempts at amicable negotiation fail, any such dispute shall be resolved through consultation with the Deputy Executive Director of UNEP.

## Amendments

## Any part of this Agreement may be modified or amended only by written agreement between by The Parties.

1. Should it become evident during the implementation of the project that an extension beyond the agreed completion date as set out in paragraph 5 of this Agreement is required to achieve the objectives of the project, The Parties shall consult with each other with a view to agree on a revised completion date. In the event that the duration of the project is extended, paragraphs 29 to 31 of this Agreement shall apply. Upon reaching an agreement, The Parties shall immediately sign an amendment to the Agreement to this effect.
2. The terms and conditions stipulated in the amendment shall be appended to and be construed as an integral part of this Agreement.

For: For:

Division of Environmental Policy Implementation Division of Early Warning and Assessment

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

........ ...................

Director Director

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**LIST OF ANNEXES TO THE INTERNAL COOPERATION AGREEMENT**

Annex 1 Project document (Appendices are listed as part of Annex 1)

Annex 2 CEO approval letter

Annex 3 Definition of terms

Annex 4 Contact details

Annex 5 Draft project supervision plan

Annex 6 Inventory of non-expendable equipment template

Annex 7 Cash advance template

Annex 8 Progress report template

Annex 9 Project implementation review report template

Annex 10 Final report template

Annex 11 Half yearly expenditure statement and unliquidated obligations report template

Annex 12 Co-finance report template

**Terms of Reference (TOR) for the Project Co-ordinating Unit**

The Project Co-ordinating Unit (PCU) for the UNEP/GEF Project entitled: “*A Transboundary Waters Assessment Programme: Aquifers, Lake/Reservoir Basins, River Basins, Large Marine Ecosystems, and Open Ocean to catalyze sound environmental management*” (hereafter referred to as TWAP Project) is established under the Project Document paragraph 124 as approved by the collaborating institutions and organisations during the project preparation phase as follows:

***Project Co-ordinating Unit (PCU) -*** *The Project Co-ordinating Unit (PCU) will be based in UNEP’s Division of Early Warning and Assessment (DEWA), in Nairobi, Kenya and will serve as the TWAP Secretariat. The unit will be headed by a Project Manager (a UNEP staff member), and the team shall consist of technical advisors from DEWA, administrative support staff and consultants as required. The staffing of the PCU and terms of reference for individual members are contained in Appendix 11 of this project document. The PCU will be responsible for project management, organizing meetings of the PSC and STAC, liaison with the component coordinating units, and liaison with UNEP/GEF and GEF.* (Project document Paragraph 124).

The role of the PCU is further amplified in paragraphs 78, 138 and 142 which state:

*UNEP will establish a TWAP Secretariat to: facilitate the work of the partners; to organize meetings of the PSC and STAC; oversee financial transfers to the partners; be responsible for due diligence monitoring of the financial aspects of the project; oversee day-to-day activities of the project; and day-to-day liaison with the coordination units established by the partners to oversee the individual component implementation. (*Project document Paragraph 78).

***...........******Day-to-day project monitoring is the responsibility of the PCU*** *but other project partners will have responsibilities to collect specific information to track the indicators.* **........................(Project document paragraph 138)**

*Project risks and assumptions will be regularly reviewed both by project partners* ***and the PCU*** *on behalf of UNEP. Risk assessment and rating is an integral part of the annual Project Implementation Review (PIR), preparation of which will be the responsibility of the Project Manager*. **(Project document paragraph 140)**

**Project Co-ordinating Unit (PCU)**

1. **ESTABLISHMENT:** The Project Co-ordinating Unit (PCU) will be based in Division of Early Warning and Assessment (DEWA) of UNEP, in Nairobi, Kenya and will serve as the TWAP Project Secretariat.
2. **Staff of the PCU:** The unit will be headed by a Project Manager (a UNEP staff member appointed with GEF funds), and the team shall consist of: a half time staff member from DEWA at P2; a Technical Assistant (Junior Programme Officer) funded by the Finnish Government; an Administrative Assistant funded by DEWA. The PCU will be supported by consultants as required. Although not part of the PCU senior management of DEWA will provide high level oversight, guidance and assistance as required.
3. **Responsibilities of the PCU:** The PCU shall be responsible for:

* day-to-day management of project activities and implementation;
* as specified in the Internal Cooperation Agreement between DEWA and DEPI (Addendum 1 to this Appendix) provision of required financial and administrative reports to UNON via the GEF IW Task Manager and the FMO, (both located in DEPI) in a timely manner;
* liaison and regular contact with the co-ordinating units and focal points in the partner agencies, institutions and organisations;
* monitoring of DEWA and partner, agencies institutions and organisations achievement of targets and milestones;
* organization of meetings of the PSC and provision of Secretariat services;
* organization of meetings of the STAC and provision of Secretariat services; and
* liaison with UNEP-DEPI/GEF IW Unit and the UNEP GEF Coordination Office.

**Terms of Reference for the Staff of the PCU**

## Project Manager (P5) – Terms of reference

**Title:** Project Manager of the TWAP Project *“A Transboundary Waters Assessment Programme: Aquifers, Lake/Reservoir Basins, River Basins, Large Marine Ecosystems, and Open Ocean to catalyze sound environmental management”.*

**Functions:** Under the supervision of the Head of Ecosystems Section, Scientific Assessment Branch, Division of Early Warning and Assessment of UNEP and in consultation with the UNEP-DEPI/GEF IW Unit[[3]](#footnote-3) and the UNEP GEF Coordination Office, the Project Manager will have the overall responsibility for the management of the GEF TWAP Project and the work of the PCU.

**Tasks and responsibilities:**

* prepare a detailed draft work programme to be reviewed and approved by the PSC;
* prepare in close collaboration with the lead agencies for each component, progress and financial reports as specified in the Project Document;
* ensure adherence to the Implementing Agencies’ administrative, financial and technical reporting requirements;
* ensure that financial allocations and expenditures are in accordance with UN financial rules and regulations;
* clear for approval administrative and financial reports, external communications and travel requests;
* provide guidance and supervision to the work of the staff of the PCU including with regard to the implementation of all activities specified in the Project Document, and ensure their timely completion;
* provide administrative guidance to, and oversight of, the work of the key partners, (International Hydrological Programme of UNESCO; International Lake EnvironmentCommittee (ILEC); UNEP-DHI; the IOC of UNESCO; and UNEP/DEWA/GRID-Geneva) which operate under signed sub-project documents;
* organize workshops, meetings, field visits including arranging logistics and providing reports as directed by the PSC;
* in consultation with DEWA and UNON, establish, Terms of Reference for Letters of agreement, sub-contractors and consultants;
* monitor the work of the consultants and sub-contractors, based on their Terms of Reference, and evaluate the quality of the outputs;
* provide day-to-day technical inputs into project planning and implementation processes;
* following the guidance of the PSC, liaise on a day-to-day basis with Lead Agencies regarding the implementation of components and activities and with donors involved in the project;
* facilitate the implementation of the project and promote exchanges of information among project participants;
* ensure, as far as practical, full participation of partners and stakeholders in the project, and prepare a strategy for strengthening partner and stakeholder participation; facilitate finalization and distribution of the project outputs and other documents;
* seek as required direction, and strategic guidance from the PSC regarding project implementation and execution of agreed activities over the entire period of the project;
* seek as required direction, and strategic guidance from the PSC regarding the establishment of timelines and milestones for provision of agreed outputs;
* prepare as required working documents to be submitted to meetings of the PSC and STAC;
* review all documents prepared by third parties for submission to the PSC and STAC to ensure they meet the appropriate technical, scientific and English standards;
* prepare the draft agenda and draft annotated agenda for the PSC and STAC meetings in accordance with the rules of procedure of those bodies;
* ensure that all discussion and information documents for meetings of the PSC and STAC are prepared and distributed in a timely manner and in accordance with the rules of procedure for those bodies;
* review all documents resulting from project activities, and communicate comments to consultants or originators with copies to UNEP/DEPI Task Manager;
* represent the TWAP Project at meetings organized by other organizations and programmes, when these are deemed relevant to and, or in support of the project;
* liaise with other relevant GEF and non-GEF projects with focus on those referred to in the Project Document;
* provide general leadership in terms of coordination of activities with other programmes and projects at global, regional and where feasible national, levels;
* oversee the allocation of funds in accordance with the directions of the Project Steering Committee;
* prepare in close consultations with all partners and executing agencies the annual PIR reports for transmission to the GEF; and
* assist the Evaluation and Oversight Unit as required in arrangements for the terminal evaluation.

**Qualifications:**

* advanced degree from University or equivalent Institution in environmental management, environmental sciences, marine/water science or related fields;
* a minimum of ten years of working experience, five of which should be in the management or coordination of international, regional or national projects related to the environment;
* computer literacy required;
* knowledge of the UN system and procedures preferred;
* efficiency, competence and integrity as well as negotiating skills, tact and diplomacy are essential; and
* fluency in spoken and written English is required.

***Technical Assistant (JPO)– Terms of reference***

**Responsibilities:**

The Technical Assistant will assist the Project Manager in the oversight of all technical activities undertaken or contracted by the TWAP Secretariat. The Technical Assistant will report to the Project Manager of the PCU. Specifically, under the direction of the Project Manager, the Technical Assistant will be responsible for:

* drafting technical Terms of Reference under the TWAP Project for endorsement by the Project Manager;
* assisting the Project Manager and the Executing Agency in the selection of consultants for undertaking the proposed work;
* supervising the technical activities of the project and ensuring that deadlines/milestones are met by consultants;
* providing summary reports on progress of technical activities to the Project Manager and, when requested, to the Project Steering Committee and other project oversight bodies;
* drafting the agendas and such other meeting documents for the PSC and STAC, as the Project Manager shall direct; and
* presenting the work activities and results to stakeholders and other interested parties.

**Qualifications:**

* a post graduate qualification in water resource management or equivalent;
* at least 5 years work experience, ideally in an international setting, on similar projects;
* excellent communications skills;
* good computer skills (word, Excel, Powerpoint etc.); and
* English capability both written and spoken.

***Programme Officer (P2) Half-time - Terms of reference***

**Responsibilities:**

The Programme Officer will assist the Project Manager in oversight of all substantive activities in the project, including those undertaken by the partners, that result in substantive outputs. Specifically the Programme Officer shall under the direction of the Project Manager be responsible for:

* the organisation of peer reviews of all outputs published by UNEP;
* copy editing of all materials to be published;
* acting as Secretary to the Scientific and Technical Advisory Committee meetings;
* preparing the discussion and information documents for the meetings of the Scientific and Technical Advisory Committee; and
* preparing the reports of the meetings of the Scientific and Technical Advisory Committee.

**Qualifications:**

* a post-graduate qualification in water resource management or equivalent;
* at least five years work experience, ideally in an international setting, on similar projects;
* good communication skills; and
* excellent English skills both written and spoken.

***Financial and Administrative Assistant (GS4/5) Full-time – Terms of reference***

**Responsibility:** The Financial and Administrative Assistant will assist the Project Manager with the financial and administrative aspects of the TWAP Project and will report to the Project Manager. The Financial and Administrative Assistant will be required:

* to maintain financial and administrative records according to UNEP best practices;
* to provide all necessary financial and administrative reports to UNEP as required;
* to assist the Project Manager with overall budget and administrative management and to ensure that appropriate planning is undertaken to provide all involved organisations with planned funds in a timely manner;
* assist with establishing and quantifying all co-funding planned in support of the Project;
* to take responsibility for the technical preparation (formatting, layout, etc.), copying and filing of meeting documents, reports and correspondence; and
* assist with all internal audits undertaken by UNEP.

**Qualifications:**

* appropriate financial / accounting qualification;
* at least 6 years working post qualifications;
* experience of UNEP and/or GEF funded project accounts;
* excellent computer skills (Word, Excel, Powerpoint etc.); and
* fluency in English.

**Terms of Reference for Consultant**

**Chair of the Governance Correspondence Working Group**

**Background**

The ecosystem services provided by the world's water systems (groundwater aquifers, lake basins, river basins, large marine ecosystems and the open ocean) support the socioeconomic development and wellbeing of the world’s population. Many of these systems extend across, or lie beyond, national boundaries, and are referred to as “transboundary waters”. These systems, which cover most of the planet, continue to be impacted and degraded by multiple and complex human-induced and natural stresses that threaten the sustainability of these resources and, in turn, human survival and wellbeing. Further, management of Transboundary waters is increasingly becoming constrained by limited availability of funds, resulting in the need for better prioritization of the allocations of limited financial resources. One of the major constraints to the effective management of transboundary waters is the lack of a systematic, periodic global comparative assessment of their changing conditions in response to changing stresses.

In recognition of these needs UNEP in implementing the GEF funded Full Sized Project (FSP) Transboundary Waters Assessment Programme (TWAP). Within the TWAP Governance architecture or arrangements will be addressed as a common issue for all transboundary water system categories. The approach to the governance assessments will comprise two components. The first component will provide an holistic picture of governance arrangements for individual water systems within IW water categories. This will provide a basis for discussion on how to improve governance at the system level as well as on allocation of financial resources to systems within IW categories. It will also provide a baseline for future assessments. The second component will use the common governance assessment methodology to evaluate governance arrangements across selected systems in all five transboundary water system categories. This will explore the extent to which governance arrangements can be harmonized across categories to facilitate integration and address issues arising from linkages between systems in different categories..

**Task for Consultant**

Under the guidance of the Project Steering Committee and the Project Manager the consultant will be expected to carry out the following tasks:

* lead the execution of the governance component of the TWAP Project as outlined in paragraph 2 above;
* chair periodic teleconference meetings of the correspondence working group on Governance issues;
* prepare in advance documentation for consideration during these meetings
* liaise with the TWAP partners concerning all aspects of governance as they pertain to the five water systems under assessment;
* provide advisory and technical support for the governance assessments to be carried out by the five water systems;
* participate in the annual meetings of the Scientific and Technical Advisory Committee; and
* report to the Project Steering Committee regarding the progress in achievement of the specific goals and targets relating to the governance activities of TWAP.

**Required Qualifications / special skills or knowledge:**

* PhD degree in environmental or social sciences with relevance to environmental governance, and/or environmental policy;
* at least 15 years’ experience in governance issues related to environmental and water systems management;
* experience of stakeholder consultation and engagement in a multi-disciplinary activities; and
* excellent drafting skills in English.

**Duration:** The consultant expert is required to work part-time from January 2013 to December 31st 2014. The consultant expert is required to carry out nine (9) months of work during this period.

**Remuneration** at **Level** A remuneration for consultants of the United Nations, applicable as a consultant – provided all requirements are met following the UN Administrative rules.

Remuneration will be at a monthly rate of USD $????.

**Contract sum: US$ ?????**

**Terms of Reference for Consultant**

**Chair of the Crosscutting Socio-economic Issues Correspondence Working Group**

**Background**

The ecosystem services provided by the world's water systems (groundwater aquifers, lake basins, river basins, large marine ecosystems and the open ocean) support the socioeconomic development and wellbeing of the world’s population. Many of these systems extend across, or lie beyond, national boundaries, and are referred to as “transboundary waters”. These systems, which cover most of the planet, continue to be impacted and degraded by multiple and complex human-induced and natural stresses that threaten the sustainability of these resources and, in turn, human survival and wellbeing. Further, management of Transboundary waters is increasingly becoming constrained by limited availability of funds, resulting in the need for better prioritization of the allocations of limited financial resources. One of the major constraints to the effective management of transboundary waters is the lack of a systematic, periodic global comparative assessment of their changing conditions in response to changing stresses.

In recognition of these needs UNEP is implementing the GEF funded Full Sized Project (FSP) Transboundary Waters Assessment Programme (TWAP). Within the TWAP the environmental and human-environment interactions that characterize each of the five transboundary water system categories, and the crosscutting social and economic features of these interactions provide a basis for a comparative, synthetic approach for examining common issues across them. Human population distribution, its growth and level of development along the margins of transboundary waters, the water-based livelihoods and the vulnerabilities of human communities to ecological changes and climate-related natural disasters, are critical core cross-cutting indicators for determining the dependences of humans on transboundary waters, and the impacts of environmental degradation on human communities. When complemented with transboundary water system-specific metrics, these core socioeconomic indicators provide key elements for a thorough, integrated evaluation of human well-being and ecosystem health.

**Task for Consultant**

Under the guidance of the Project Steering Committee and the Project Manager the consultant will be expected to carry out the following tasks:

* lead the execution of the crosscutting socio-economic issues component of the TWAP Project as outlined in paragraph 2 above;
* chair periodic teleconference meetings of the correspondence working group on socio-economic and cross-cutting issues and prepare reports of such meetings;
* prepare in advance documentation for consideration during these meetings;
* liaise with the TWAP partners concerning all aspects of crosscutting socio-economic issues as they pertain to the five water systems under assessment;
* participate in the annual meetings of the Scientific and Technical Advisory Committee; and
* report to the Project Steering Committee regarding the progress in achievement of the specific goals and targets relating to the cross-cutting socio-economic activities of TWAP.

**Required Qualifications / special skills or knowledge:**

* PhD degree in environmental or social sciences with relevance to environmental issues and problems in the water sector;
* at least 15 years’ experience in socio-economic issues related to environmental and water systems management;
* experience of stakeholder consultation and engagement in multi-disciplinary activities; and
* excellent drafting skills in English.

**Duration:** The consultant expert is required to work part-time from January 2013 to December 31st 2014. The consultant expert is required to carry out 9 months of work during this period.

**Remuneration** at **Level** A remuneration for consultants of the United Nations, applicable as a consultant – provided all requirements are met following the UN Administrative rules.

Remuneration will be at a monthly rate of USD $????.

**Contract sum: US$ ?????**

**Terms of Reference (TOR) for Project Steering Committee (PSC)**

The Project Steering Committee (PSC) for the UNEP/GEF Project entitled: “A Transboundary Waters Assessment Programme: Aquifers, Lake/Reservoir Basins, River Basins, Large Marine Ecosystems, and Open Ocean to catalyze sound environmental management” (hereafter referred to as TWAP Project) is established under the Project Document paragraph 121 as approved by the collaborating institutions and organisations during the project preparation phase as follows:

***“Project Steering Committee (PSC).*** *A Project Steering Committee (PSC) will be established to oversee the implementation of the project. It will consist of representatives from* ***DEWA, UNEP-DHI, GEF Secretariat, IOC-UNESCO, UNESCO-IHP, ILEC, Finland, IUCN, SIWI, NOAA,******IGRAC****. It will meet at least annually during the life of the project, and generally provide policy guidance and advice to the management team regarding the progress and direction of the project; review and approve the overall project work plan against budget allocations; review progress reports; review and approve the overall budget, and project monitoring, evaluation and audit reports; provide general oversight of project implementation; establish the operational agreements with co-executing agencies; and assist with outreach, administration and other tasks. The PSC will also monitor the progress of the project and approve any major changes to the project’s strategic direction and work plan.*”**(Project Document Paragraph 121)**

The responsibilities of the PSC are further amplified in paragraphs 79 and 140:

*The project activities will be executed by the partners through their networks of data providers and collaborators, operating under the direction of a Project Steering Committee (PSC) and advised by an independent, high level scientific and technical advisory committee (STAC). ..............***(Project Document Paragraph 79)**

*The project Steering Committee will receive periodic reports on progress and will make recommendations to UNEP concerning the need to revise any aspects of the Results Framework or the M&E plan. Project oversight to ensure that the project meets UNEP and GEF policies and procedures is the responsibility of the Task Manager in UNEP-GEF. The Task Manager will also review the quality of draft project outputs, provide feedback to the project partners, and establish peer review procedures to ensure adequate quality of scientific and technical outputs and publications.* **(Project Document Paragraph 140)**

In the light of the above, the following membership and draft Terms of Reference are prepared for consideration and adoption by the first meeting of the Project Steering Committee.

1. **Establishment**: The Project Steering Committee (PSC) will be established by the primary Executing Agency (DEWA) of the Project.
2. **Membership oF the Committee**
3. Full members of the PSC shall consist solely of representatives of the core partners participating in the project. Core partners are defined as any agency or organisation taking responsibility for execution of a defined component or sub-component of the project.
4. In addition the Implementing Agency (UNEP), and the GEF Secretariat, shall designate an individual to serve as *ex officio* members of the committee.
5. At the commencement of each regular meeting, the PSC shall elect a Chairperson and a Vice-Chairperson from amongst its full members with responsibility for chairing that formal meeting of the Committee and for acting as Chairperson and Vice-Chairperson of any *ad hoc* meetings convened during the subsequent inter-sessional period.
6. The Chairperson and Vice-Chairperson shall serve for one meeting followed by the next intersessional period, they shall be eligible for re-election for only one further year before standing down.
7. The Chairperson and Vice-Chairperson of the Scientific and Technical Advisory Committee (STAC) shall participate as ex officio members in the meetings of the Committee to present the reports, advice and recommendations of the STAC to the Project Steering Committee.
8. The PSC may agree, by consensus, at the commencement of each meeting to co-opt additional experts as observers or advisors to any meeting or meetings of the Committee or part thereof, as the committee shall deem appropriate.

**3. Secretariat of the Committee**

3.1 The Project Co-ordinating Unit (PCU) established by DEWA under authority of the project document shall act as Secretariat for the Committee.

3.2 The Project Manager shall act as Secretary to the Committee and as rapporteur for formal meetings of the Committee.

# 4. Meetings of the committee

4.1 The Project Co-ordinating Unit acting in its capacity as the TWAP Project Secretariat, shall convene regular annual meetings of the Project Steering Committee immediately following the meetings of the Scientific and Technical Advisory Committee.

*Ad hoc* meetings may be convened by the Chairperson:

## when a majority of the Committee members make a request for such a meeting to the TWAP Secretariat (Project Co-ordinating Unit); and

## at the request of the Project Manager when circumstances demand.

1. **TERMS OF REFERENCE**

The Project Steering Committee shall operate on the basis of consensus to:

5.1 Provide direction, and strategic guidance to the Project Coordinating Unit and to the Component Co-ordination Units regarding project implementation and execution of agreed activities over the entire period of the project including the establishment of timelines and milestones for provision of agreed outputs;

5.2 Review and approve the annual work programme and budget for project execution ensuring that these remain focused on the project overall goal and objective;

5.3 Facilitate co-operation and co-ordination among the participating institutions, organisations and agencies particularly in transboundary environmental issues and cross component issues;

5.4 Review and evaluate progress in project implementation and execution, and provide guidance to the PCU and core partners regarding areas for improvement, paying particular attention to:

* progress in implementation of the various project components;
* the monitoring and evaluation plan of the project;
* the quality of outputs produced;
* the sustainability of the project outcomes; and
* the replicability of actions recommended by the project; Assist in soliciting wide support for the project;

5.5 Assist UNEP and the PCU in soliciting wide support for the project and raising such additional co-financing as may be required from time to time;

5.6 In order to enhance dissemination of project results and recommendations, the PSC should review and monitor:

* stakeholder buy-in to the project during implementation (by review of the Monitoring and Evaluation survey reports);
* whether results reach intended targets; and
* the risks of failure;

5.7 Approve annual Project Implementation Review reports, for transmission to UNON’s financial and management services and to the GEF Secretariat;

5.8 Consider and approve such recommendations as shall be presented to the Committee by the Project Co-ordinating Unit, the Scientific and Technical Advisory Committee, and the full members regarding project execution;

5.9 Review and approve the outline of, and subsequently the final reports arising from the project, including conclusions and recommendations particularly focusing on quality of outputs, and the information dissemination strategy, including its utility by potential users; and

5.10 Agree at their first meeting:

1. the membership, meeting arrangements and terms of reference of the committee as prepared in draft in this document; and
2. rules of procedure, and such standing orders and manner of conducting business as may be considered necessary by the committee.

**6. Conduct of Committee Business**

6.1 The Committee shall operate and take decisions on the basis of consensus, regarding any matter relating to project execution that has implications for core partners.

6.2 Where full consensus cannot be achieved in reaching agreement during a full meeting of the Committee, on any matter relating to project execution that has implications for core partners, the Secretariat shall, in consultation with the Chairperson, facilitate negotiations during the subsequent inter-sessional period with a view to seeking resolution, and will report the results of these negotiations to the Committee members.

1. **Other Matters**

6.1 Notwithstanding the membership and terms of reference contained in this document the Project Steering Committee shall have the power to amend, from time to time, the membership and terms of reference of the Committee.

**Rules of Procedure for the** **Project Steering Committee for the UNEP/GEF Project entitled:**

**“A Transboundary Waters Assessment Programme: Aquifers, Lake/Reservoir Basins, River Basins, Large Marine Ecosystems, and Open Ocean to catalyze sound environmental management”**

The Project Steering Committee (PSC) for the UNEP/GEF Project entitled: “A Transboundary Waters Assessment Programme: Aquifers, Lake/Reservoir Basins, River Basins, Large Marine Ecosystems, and Open Ocean to catalyze sound environmental management” (hereafter refered to as TWAP Project) is established under the Project Document paragraph 121 as approved by the collaborating institutions and organisations during the project preparation phase.

**Rules of Procedure**

The following rules of procedure were adopted during the first meeting of the committee in @@@@ on #####2013

**I - MEMBERSHIP**

**Rule 1**

**Full members**

Full members of the PSC shall consist solely of designated representatives of the core partners participating in the project, together with a designated representative of the Implementing Agency (UNEP) and of the GEF Secretariat.

**Rule 2**

**Ex officio members**

Following the signature of the Project Document, the core partners, GEF Secretariat and Implementing Agency shall notify the Project Co-ordinating Unit of their designated *ex officio* member, 8 weeks (40 working days) prior to the first meeting of the PSC.

**Rule 3**

**Alternate members**

In the event that a full member is unable to participate in a meeting of the Committee an alternate representative may be designated to represent the member concerned. Alternate Members shall be designated through written notification by the the core partners, GEF Secretariat and Implementing Agency, to the Project Co-ordinating Unit (PCU) 6 weeks (30 working days) before the PSC meeting, which the alternate member will attend. Alternate members shall have the same powers and duties as a full member of the Committee.

**Rule 4**

**Amendment of the membership**

Notwithstanding the rules contained in this document the Project Steering Committee shall have the power to amend, from time to time, the membership of the Committee.

**Rule 5**

**Observers**

The Chairperson and Vice Chairperson of the Scientific and Technical Advisory Committee (STAC) shall participate as observers in meetings of the Committee to present the reports, advice and recommendations of the STAC to the PSC.

**Rule 6**

**Co-opted members**

The PSC may agree, by consensus at the commencement of each meeting to co-opt to any meeting or meetings of the Committee or parts thereof, as the Committee shall deem appropriate:

1. additional experts as observers or advisers; and
2. alternate representatives who have not been designated under rule 3 as full members.

**II - SESSIONS**

**Rule 7**

**Regular sessions**

The Project Co-ordinating Unit shall convene regular annual meetings of the Project Steering Committee. Each regular session of the Project Steering Committee shall be held at a date and location, fixed by the Committee at its previous session, and immediately following the meetings of the STAC when such meetings are scheduled at an appropriate time.

**Rule 8**

***Ad hoc* meetings**

Ad hoc *meetings may be convened by the Chairman:*

1. when the majority of members make a request for such a meeting to the Project Co-ordinating Unit; and
2. at the request of the Project Co-ordinating Unit when circumstances demand.

**Rule 9**

**Drawing up of the provisional agenda**

The Project Manager shall submit to the Project Steering Committee the provisional agenda. The provisional agenda shall include all items proposed by members of the Project Steering Committee and by the Project Co-ordinating Unit. Items proposed by members shall be accompanied by an explanatory memorandum and, if possible, by background documentation which shall be submitted to the PCU at least 8 weeks (40 working days) prior to the meeting. A provisional annotated agenda will be prepared from the provisional agenda and shall make reference to all relevant discussion and information documents.

**Rule 10**

**Distribution of the agenda**

The Project Co-ordinating Unit shall communicate the provisional agenda and provisional annotated agenda of each Project Steering Committee meeting together with all background documentation, to the members at least 6 weeks (30 working days) in advance.

**Rule 11**

**Adoption of the Agenda**

At the commencement of each PSC meeting, subject to Rule 12, and following the election of officers as required under Rule 14, the PSC shall adopt the agenda for the meeting on the basis of the provisional agenda.

**Rule 12**

**Agendas for special *Ad hoc* meetings**

The provisional agenda for a special meeting of the PSC shall consist only of those items proposed for consideration in the request for the holding of the meeting. The provisional agenda shall be transmitted to PSC members 6 weeks (30 working days) in advance.

**Rule 13**

**Revision of the agenda**

During a meeting, the PSC may revise the agenda for the session by adding, deleting, deferring or amending items. Notwithstanding Rule 10 the PSC may at its absolute discretion agree to amend the agenda in order to enable the Committee to discuss urgent and important matters for which documentation was not distributed in advance.

**Rule 14**

**Elections of Officers**

As stated in the Terms of Reference at the commencement of each PSC meeting the Committee shall elect a Chairperson, and a Vice-Chairperson from among its full members.

**Rule 15**

**Terms of office**

The Chairperson, and Vice–Chairperson shall hold office until the subsequent meeting of the Project Steering Committee. They shall be eligible for re-election no more than once. None of them may hold office once their membership of the Committee is terminated by the agency, institution or organisation of which they are a representative.

**Rule 16**

**Acting Chairperson**

If the Chairperson cannot preside at a meeting or any part thereof, the Vice-Chairperson shall act as Chairperson.

**Rule 18**

**Powers of the Acting Chairperson**

The Vice–Chairperson, acting as Chairperson shall have the same powers and duties as the Chairperson.

**Rule 19**

**Secretariat**

The Project Co-ordinating Unit, under the direction of the Project Manager, shall act as Secretariat to the Committee. The secretariat shall:

1. receive and circulate the documents of the PSC;
2. publish and circulate the decisions, reports and relevant documentation of the PSC;
3. have the custody of the documents in the archives of the PCU and generally perform all other work that the PSC may require; and,
4. prepare reports on project progress and future workplans for consideration by the PSC.

**Rule 19**

**Role of the Project Manager in the convening and conduct of meetings**

The Project Manager shall:

1. act as Secretary to all meetings of the PSC and shall be assisted during meetings by a UNEP designated staff member of TWAP Secretariat;
2. designate when appropriate any officer of the TWAP Project Secretariat to act as his/her representative;
3. make oral and written statements to the PSC concerning any question under consideration;
4. be responsible for the necessary arrangements being made for meetings including the preparation and distribution of working documents in accordance with these rules; and,
5. Prepare and deliver reports on project progress and plans to appropriate international meetings of other bodies.

**Rule 20**

**Quorum**

A simple majority of the members of the Committee shall constitute a quorum.

**Rule 21**

**Powers of the Chairperson**

In addition to exercising the powers conferred upon them elsewhere by these rules, the Chairperson shall declare the opening and closing of each meeting of the PSC, shall direct the discussion, ensure the observance of these rules, and shall accord the right to speak, and announce decisions. The Chairperson may also call a speaker to order if their remarks are not relevant to the subject under discussion.

**Rule 22**

**Conduct of committee business**

The Committee shall operate and take decisions on the basis of consensus, regarding any matter relating to project execution that has transboundary or cross-component significance. Where full consensus cannot be achieved in reaching agreement during a full meeting of the Committee, on any matter relating to project execution that has regional or transboundary or cross-component significance, the Secretariat shall, in consultation with the Chairperson, facilitate negotiations during the subsequent inter-sessional period with a view to seeking resolution. The Secretariat will report the results of these negotiations to the Committee members.

**Rule 23**

**Adjournment of debate**

During the discussion of any matter on which a clear consensus fails to emerge, a representative may move the adjournment of the debate and its referral to a working group of the committee. The working group shall be charged with resolving the matter and shall be required to report the outcome to the full committee at the time of resumption of the debate. Any such motion shall have priority. In addition to the proposer of the motion, one representative shall be allowed to speak in favour of, and one representative against, the motion.

**Rule 24**

**Points of order**

During the discussion of any matter, a member may raise a point of order. In this case, the Chairperson shall immediately state his/her ruling. If the ruling is challenged, the Chairperson shall forthwith submit their ruling to the Secretariat for decision, and it shall stand unless overruled.

**Rule 25**

**Closure of debate**

A representative may at any time move the closure of the debate whether or not any other representative has signified a wish to speak. Not more than two Members may be granted permission to speak against the closure. The Chairperson shall take the sense of the Secretariat on a motion for closure. If the Secretariat is in favour of the closure, the Chairperson shall declare the debate closed.

**Rule 26**

**Decisions and amendments**

Draft decisions, and substantial amendments or motions, shall be introduced in writing and handed to the Secretary of the Committee, who shall circulate copies to the Members before they are discussed and decided upon, unless the Committee decides otherwise. Upon the request of any member, any motion and amendment thereto made by any speaker shall be given to the Chairperson in writing and shall be read by them before any further speaker is called upon. The Chairperson may direct that any motion or amendment be circulated to the members present. This rule shall not apply to formal motions such as one for closure or adjournment.

**Rule 27**

**Language of meetings**

English shall be the working language of the PSC.

**Rule 28**

**Records of the meeting**

Records of the meetings of the PSC shall be kept by the secretariat. They shall be prepared in the form of a draft report by the Secretary to the Committee working with the Chairperson and presented in draft to the members of the PSC before the closure of the meeting. During consideration of the draft report in committee, members shall inform the Secretary of any changes they wish to have made. Any disagreement concerning such changes that cannot be resolved in committee, shall be referred to the Chairperson, whose decision shall be final. These amended records will be the official minutes of the meeting.

**Rule 29**

**Distribution of meeting reports**

The corrected version of the records of PSC meetings shall be distributed as soon as possible following closure of the meeting in accordance with the usual practice of the United Nations. This shall include distribution to the GEF Secretariat, the Implementing Agency and the Core Partners and Focal Points in other organisations as considered appropriate by the PCU or as directed by the PSC.

# Terms of Reference for the

# Scientific and Technical Advisory Committee of the TWAP

The Scientific and Technical Advisory Committee (STAC) for the UNEP/GEF Project entitled: *“A Transboundary Waters Assessment Programme: Aquifers, Lake/Reservoir Basins, River Basins, Large Marine Ecosystems, and Open Ocean to catalyze sound environmental management”* (hereafter referred to as TWAP Project) is established under the Project Document paragraph 136 as approved by the collaborating institutions and organisations during the project preparation phase as follows:

***Scientific and Technical Advisory Committee (STAC).*** *Members of the TWAP Scientific and Technical Advisory Committee will include STAP members together with a selection of independent expert members of high international standing representing each of the five transboundary water systems. The functions of the STAC shall include the provision of advice on scientific and technical matters to all levels of the project, but particularly to the Project Steering Committee. The Lead Agencies for each component will nominate potential members of the STAC who will be appointed by the PSC. Terms of Reference for the STAC are found in appendix 11 of this document, [UNEP Prodoc. Para 136]*

The role of this advisory committee is further amplified in paragraph 92 of the Project Document which states

The project activities will be executed by the the respective lead organisations in collaboration with core partners and through their networks of data providers and collaborators, operating under the direction of a Project Steering Committee (PSC) and advised by an independent, high level scientific and technical advisory committee (STAC). *[UNEP Prodoc. Para 92]*

In the light of the above, the following membership and draft Terms of Reference are prepared for consideration and adoption by the first meeting of the Project Steering Committee.

* 1. Establishment: The Scientific and Technical Advisory Committee will be established by the Project Steering Committee acting on behalf of the primary Executing Agency (DEWA) of the Project.

1. **Membership oF the Committee**

2.1 The Scientific and Technical Advisory Committee (STAC) of the TWAP shall consist of:

* one internationally recognised expert for each of the designated transboundary water body types (Aquifers and SIDS groundwater resources; Lakes and Reservoirs; River Basins; Large Marine Ecosystems; and the Open Ocean) serving in their personal capacity.
* one member from the Scientific and Technical Advisory Panel (STAP) of the Global Environment Facility (GEF).
* the Data and Information Management specialist from Grid responsible for the Data and Information Management component of the project.
* the two consultants hired by UNEP as the Chairpersons of the correspondence working groups for governance; and for the socio-economic and cross-cutting issues.

2.2 The lead organisation for each component of the assessment shall nominate two alternatives for consideration by the Project Steering Committee who shall select one person as the member and the second as the alternate in the event that the first selected candidate does not agree to serve.

2.3 The membership of the STAC shall be formally established at the first meeting, at which the members shall elect a Chairperson and a Vice-Chair from amongst themselves. The Vice-Chair shall act as Chairperson of meetings in the absence of the Chairperson.

2.4 The Chairperson and Vice-Chair shall participate as *ex officio* members in the annual meetings of the Project Steering Committee at which they shall present the reports and recommendations of the STAC.

**3 Secretariat**

3.1 The Project Co-ordinating Unit shall act as Secretariat to the STAC and:

* the Project Manager shall ensure that the agenda, discussion and information documents are circulated well in advance of the meetings.
* the Project Manager shall ensure that the draft meeting report is prepared during the meeting and tabled for approval prior to meeting closure.
* following closure of the meetings the Project Manager shall ensure that the reports of the meetings are circulated to all members of the Project Steering Committee, within five working days.

1. **Role and Function**

4.1 As the over-arching scientific and technical body for the project the STAC shall provide sound scientific and technical advice to the Project Steering Committee regarding matters requiring decision, and shall provide direction, and strategic guidance to the Project Co-ordinating Unit and the lead agency for each component of the project.

## 5. Meetings of the Committee

5.1 The PCU in consultation with the Chairperson shall convene meetings of the STAC according to an agreed schedule, which will form part of the agreed work plan and timetable for the work of the STAC

5.2 The first meeting of the STAC will be convened as soon as is practical following the first meeting of the Project Steering Committee[[4]](#footnote-4) to agree *inter alia* on the detailed activities, work plan and timetable for the first twelve months of project execution.

5.3 The second meeting will be convened immediately prior to the second meeting of the Project Steering Committee thus enabling the STAC to provide appropriate advice regarding the first twelve months of operation of the project.

## 6 Terms of Reference

6.1 The STAC shall:

1. Provide strategic guidance to the Lead organisations and Core partners within the TWAP Project network through the Project Steering Committee and directly with the Lead organisations for each component;
2. Review and evaluate, from a scientific and technical perspective, progress in implementation of the various components of the project, and provide guidance for improvement when necessary;
3. Review the scientific and technical outputs from the various components of the project for their scientific and technical merit and provide advice for improvements if required;

iv) Provide direction and strategic guidance to the execution of the Data and Information Component of the project;

(v) Advise the PSC and the Lead organisations and Core partners, on the need for compatibility and linkage between existing meta-databases and those established under the project, and cost effective means of achieving such linkages;

(vi) Consider and advise on the optimum common datasets that should be used by all components of the project (GDP, Population distribution);

(vii) Receive, and review reports, data and information from the Lead organisation and Core partners and advise on the need for, and the scope and format of, cross-cutting reports and syntheses that involve two or more components;

(viii) Advise the PSC and the Lead organisations and Core partners on the form and structure of any cross-cutting or consolidated assessment reports including the interim and overall assessment reports to be produced in September 2013 and September 2014.

1. The legal instrument remains in force for 6 months after the project technical completion date on **Annex 1** of {mmyyyy} to allow for receipt for all terminal reporting. [↑](#footnote-ref-1)
2. The legal instrument remains in force for 6 months after the project technical completion date on **Annex 1** of {mmyyyy} to allow for receipt for all terminal reporting. [↑](#footnote-ref-2)
3. *The GEF-IW Unit, lies within the Freshwater and Marine Ecosystems Branch (FMEB) of DEPI* [↑](#footnote-ref-3)
4. *This will permit the Secretariat to action the decisions of the committee regarding the choice of expert members* [↑](#footnote-ref-4)