



NEW ZEALAND
FOREIGN AFFAIRS & TRADE
Aid Programme

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Activity Code: A12423

GRANT FUNDING ARRANGEMENT

Western Pacific East Asia - Improved Tuna Monitoring

between

Ministry of Foreign Affairs and Trade

195 Lambton Quay
Wellington 6011
New Zealand
(**MFAT**)

and

Western and Central Pacific Fisheries Commission Secretariat (WCPFC)

Kaselehlie Street PO Box 2356, Kolonia,
Pohnpei State, 96941,
Federated States of Micronesia
(**Recipient**)

The Arrangement

MFAT¹ wishes to provide Funding to the Recipient for it to implement the Western Pacific East Asia Improved Tuna Monitoring Activity (**WPEA-ITM**) (**Activity**) under the New Zealand Aid Programme. The Recipient agrees to implement the Activity and deliver the Outputs on the terms and conditions set out in this Arrangement.

Arrangement Documents

This Arrangement consists of:

1. pages 1 and 2;
2. the Arrangement Details at Schedule 1;
3. the Terms and Conditions at Schedule 2; and
4. any Annexure/s,

¹ MFAT is responsible for managing the New Zealand Aid Programme. The New Zealand Aid Programme is the New Zealand Government's international aid and development programme.

as amended from time to time in accordance with this Arrangement.

If there are any conflicts or inconsistencies between the documents forming this Arrangement, then the order of precedence that will prevail is the order in which they are listed above.

Words starting with capital letters have a special meaning that is stated in the Definitions section at clause 22 (Schedule 2). Section numbers refer to sections in Schedule 1. Clause numbers refer to clauses in Schedule 2.

Acceptance

For and on behalf of MFAT



Signature

Matua Shane Jones


Full name

Ambassador for Pacific Economic
Development

Position


Date

For and on behalf of Recipient

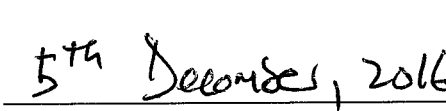

Signature

Feleti Teo OBE

Full name

Executive Director

Position


Date

Schedule 1 – Arrangement Details

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1. Length of Arrangement

Reference Schedule 2 clause 1

Start date The date on which this Arrangement is signed by both Parties.

End date 31 March 2022

2. Goals and outcomes

Reference Schedule 1 section 9, Schedule 2 clause 2.1

The Recipient will implement the Activity and deliver the Outputs in a manner that maximises the prospect of achieving/ progressing the goals and outcomes set out below.

The Recipient will monitor progress towards the goals and outcomes and periodically report on this progress to MFAT, as set out in section 9 below.

If at any time MFAT or the Recipient considers progress towards the goals and outcomes is unsatisfactory in terms of MFAT's expectations, the Parties will discuss and agree what actions can be taken to improve progress.

Goals The goals of the Activity are:
To improve monitoring and management of tuna catches in Indonesia, Philippines and Vietnam and contribute to reduced Illegal, Unreported and Unregulated (**IUU**) fishing.

Outcomes

Long Term:

- National and international co-operation for the management of highly migratory fish stocks in the Western Pacific and East Asian Seas (Indonesia, Philippines and Vietnam) results in the sustainable management of Western and Central Pacific Ocean (**WCPO**) stocks and reduced IUU fishing.

Medium Term:

- Integrated fishery monitoring programmes for tuna species implemented by Philippines, Indonesia and Vietnam which are compliant with WCPFC requirements.
- Uncertainties in WCPO catch and stock estimates reduced.
- Improved national catch estimates and stock assessments inform national fisheries management and harvest strategies.

Short-term:

- Vietnam, Philippines and Indonesia governments provide adequate resources for tuna monitoring and assessments within coordinated and supportive, policy and legal frameworks.
- Strengthened national capacities in fishery monitoring and catch estimation.
- Improved national data and knowledge management systems and processes for catch estimation and stock assessment.

3. Scope of Arrangement

Reference Schedule 2 clause 2

Activity**Purpose and scope**

The Activity will strengthen the capacities of Vietnam, Indonesia and the Philippines to monitor their tuna fisheries and catches, to capture and manage data from that monitoring in order to make more accurate catch estimate and stock assessments, and to use that information to contribute to regional efforts to understand and manage the highly migratory tuna species in a sustainable manner.

This Activity will supplement and complement the Sustainable Management of Highly Migratory Fish Stocks in the West Pacific and East Asian Seas (**WPEA-SM**) project currently undertaken by the Recipient and funded by the United Nations Development Programme - Global Environment Fund (**UNDP-GEF**).

This Activity focuses on improving the performance of the three countries to comply with their commitments to the Western and Central Pacific Fisheries Commission. This will help to counter IUU fishing and have important flow-on benefits to the Pacific's tropical fisheries as they fish the same highly migratory species.

The theory of change for the Activity is that the scientific understanding of the Pacific's tuna stocks, the establishment and enforcement of sustainable catch limits and regional collaboration all rely on being informed by having good, reliable, timely and well analysed data at hand, and being shared in regional fora by members and also nationally between agencies and authorities.

Implementation arrangements

The Activity Implementation Plan is in Annexure C. The Activity Monitoring and Evaluation Workplan, as may be varied from time to time between Participants, shall be incorporated by reference into this Arrangement.

The Recipient is responsible for and will implement the Activity. It will contract a dedicated Project Manager who will report to the WCPFC Secretariat on matters relating to the Activity. MFAT will provide input in the recruitment of the Project Manager.

The Project Manager will work under the direction of the WPEA-ITM Activity Steering Committee. This Steering Committee will comprise of representatives from the WCPFC Secretariat, the implementing national fisheries authorities of Indonesia, Philippines and Vietnam, the Pacific Community (**SPC**) and MFAT (with UNDP having the option to be an observer). The Steering Committee for this Activity will meet annually to review the progress of the Activity. Annexure D outlines the role of the Steering Committee and Activity governance arrangements.

For efficiency and to realise aid effectiveness agendas, the Activity will align itself closely to the WPEA-SM Project's plans and management and it will use national financial management systems. There will be close coordination with the existing WPEA-SM Project funded by UNDP-GEF. Reporting timelines and guidelines are described in Sections 8 and 9 of this Grant Funding Arrangement.

SPC will be contracted as the primary science service provider to the Activity. Memoranda of Understanding will be established between the Recipient and each of the implementing national fisheries authorities in Indonesia, Philippines and Vietnam.

Outputs

The Recipient will deliver the following Outputs (the indicative costs of which and the relevant delivery dates as known at the date of this Arrangement are summarised in the Outputs table in section 7) in accordance with the terms and conditions of this Arrangement:

Output 1: National policy, institutional, governance and coordination arrangements implemented in the three countries:

- a) Inception consultations undertaken by the new Project Manager with national agencies and focal points to update and confirm the Results Framework and Implementation Plan.
- b) Memoranda of Understanding (**MOU**) developed with the national fisheries authority of each country. These MOUs will define the respective participant's roles and responsibilities and an appropriate exit strategy which gradually transfers responsibility for funding national activities to the national government. Specific targets for transferring funding responsibility are incorporated into the Results Framework. The mid-term review will also enable assessment of level of country ownership and progress with the exit strategy.
- c) National policy and legal reviews undertaken by national consultants to assess constraints and current gaps to improving tuna fisheries catch monitoring and governance where appropriate

- d) Biennial technical meetings conducted to bring the three countries together to discuss and work on common issues and share knowledge.

Output 2: Increased port catch measurement and sampling in Indonesia and Vietnam

- a) Number and location of new landing sites selected based on needs assessment.
- b) Increase in number of enumerators, ports sampled and reports produced.
- c) Training, technical support and supervisory visits undertaken by WCPFC to each country.
- d) Manuals and guidelines developed.

Output 3: Expanded Observer programme

- a) Increases in numbers of observers, ports they are stationed at and observer trips days for Vietnam and Indonesia.
- b) Training for observers and debriefers in each country.
- c) Observer briefing and debriefing workshops.
- d) Observer programme cost recovery study and associated issues - Indonesia and Vietnam
- e) Philippines observer programme design and cost recovery study for internal waters.

Output 4: National sampling plans, data analysis, catch estimates and reporting implemented

- a) Participation of Indonesia, Philippines, and Vietnam in SPC's annual regional workshops on tuna data review and stock assessment.
- b) National tuna data workshops conducted in Indonesia, Philippines, and Vietnam.
- c) Staff from national fisheries authorities in Indonesia, Philippines, and Vietnam completing training attachments with SPC.

Output 5: National databases developed, functional and utilised

- a) Training and assistance for national fisheries staff in use of common platforms for data management, analysis and reporting that is tailored to national needs and meets regional reporting requirements.
- b) Additional custom development of database systems to meet WPEA countries' requirements.
- c) Review of existing frame survey used by Philippines Statistics Authority

(PSA) and design of new frame survey completed.

Output 0: Efficient, responsive, value-for-money project management

- a) Annual submission by Recipient to MFAT of timely financial and progress reports meeting agreed standards, aligned with WCPFC's financial year and showing satisfactory budget and workplan performance.
- b) Recipient's Service Provider MOU with SPC amended to reflect the new Activity budget and workplan.
- c) Unqualified audits submitted annually.
- d) Mid-term review conducted on progress against targets in the Results Framework (including exit strategy) which provides recommendations on any improvements/revisions needed to workplan and targets.
- e) WPEA-ITM Steering Committee's leadership of the Activity is efficient and effective.

Performance standards

The Recipient will implement the Activity and deliver the Outputs in accordance with the Recipient's obligations as set out in Schedule 2 clause 2.3 and elsewhere in this Arrangement, and in accordance with MFAT's instructions as may be communicated in writing from time to time by MFAT to the Recipient.

The Recipient must meet or exceed the applicable targets stated in the Results Framework in Annexure A.

Funding

MFAT will provide Funding for the Recipient to implement the Activity and deliver the Outputs, up to the **Maximum Amount** of **NZD 4,912,052** (exclusive of GST but inclusive of any other taxes) at the times and on the conditions that are set out in this Arrangement.

If the Recipient reaches the Maximum Funding Amount without completing implementation of the Activity and delivery of the Outputs, the Recipient is required to complete them without further payment, unless otherwise agreed in writing.

4. Recipient's Key Personnel

Reference Schedule 2 clause 7

Not applicable

5. Recipient's Approved Subcontractor(s)

Reference Schedule 2 clause 8.2

Subcontractor	Full legal name
Oceanic Fisheries Programme, The Pacific Community (SPC)	The Pacific Community (SPC)

6. Costed Outputs

Reference Schedule 1 section 7, Schedule 2 clause 2

The Costed Outputs Table below sets out a summary of the Outputs and indicative costs of delivery (as known at the date of this Arrangement and based on the detailed Costed Workplan) that have been developed by the Recipient in consultation with MFAT.

The Recipient will consistently strive to maximise the Outputs and minimise the costs.

The Recipient confirms that the Costed Outputs Table below and the Costed Workplan represent its current best estimate of the costs to deliver the Outputs.

7. Costed Outputs Table

Schedule 1 section 6

No.	Output to be produced	Start date	End date	Total cost of Output	Indicative Cost NZD					
					Year 1	Year 2	Year 3	Year 4	Year 5	
					On signing- 01/01/2018- 01/01/2019- 01/01/2020- 01/01/2021- 31/12/2017 31/12/2018 31/12/2019 31/12/2020 31/12/2021					
0	Non-output specific costs (Activity Management and administration)	Agreement signature date	31/12/2021	1,431,265	283,706	335,484	271,612	277,638	262,825	
1	National policy, institutional, governance and coordination arrangements implemented	01/01/2017	31/12/2021	361,979	33,403	164,288	10,746	153,542	0	
2	Increased port catch measurement and sampling – Indonesia and Vietnam	01/01/2017	31/12/2021	504,627	129,403	129,403	105,672	81,940	58,209	
3	Expanded Observer Programme – Indonesia and Vietnam	01/01/2017	31/12/2021	1,184,234	350,966	204,996	236,190	197,833	194,249	
4	National sampling plans, data analysis, catch estimates and reporting	01/01/2017	31/12/2021	841,276	125,091	185,539	181,957	176,583	172,106	
5	National databases developed, functional and utilised	01/01/2017	31/12/2021	588,671	152,337	152,337	95,382	100,397	88,218	
	MAXIMUM FUNDING AMOUNT			4,912,052	1,074,906	1,172,047	901,559	987,933	775,607	

8. Milestones and Payments

Reference Schedule 2 clause 2

The table below sets out:

- a) the date by which various Milestones are expected to be achieved;
- b) the Milestones to be achieved by each date; and
- c) the indicative amount of the Funding that is payable at such times.

The Recipient also acknowledges that:

- a) if the Milestones have not been not achieved in full; and/or
- b) if progress in implementation of the Activity and delivery of the relevant Outputs is behind that which is contemplated in the Costed Workplan, then a lesser Funding amount may be payable (as reasonably determined by MFAT following discussion with the Recipient).

The Recipient also acknowledges that the amounts of Funding may also be altered by MFAT in accordance with the conditions of this Arrangement.

Date	Milestones	Indicative Funding Payment
Date of signing	<ol style="list-style-type: none"> 1. Signed Arrangement between Recipient and MFAT. 2. A Claim. 	Up to NZD 1,404,346 (for 15 months)
3 months after Project Manager commences role	A Costed Workplan (circulated for comment from Activity Steering Committee members).	Nil
15 February 2018	<ol style="list-style-type: none"> 1. A revised Costed Workplan that includes: <ol style="list-style-type: none"> a. Actual expenditure for the period 1 January 2017 to 31 December 2017 (covers Year 1); and b. An updated expenditure forecast for future period(s). 2. An Activity Progress Report, (see Section 9) for the period 1 January 2017 to 31 December 2017 (covers Year 1). 3. An Annual Workplan and Budget for 1 January 2018 to 31 December 2018 approved by the Activity Steering Committee (covers Year 2). 4. A Claim. 	Up to NZD 842,607 (for 9 months)
6 months after end of Recipient's financial year	A copy of the Recipient's annual audit report in accordance with Schedule 2, clause 4.2.	Nil

Date	Milestones	Indicative Funding Payment
15 February 2019	<ol style="list-style-type: none"> 1. A revised Costed Workplan that includes: <ol style="list-style-type: none"> a. Actual expenditure for the period 1 January 2018 to 31 December 2018 (covers Year 2); b. An updated expenditure forecast for future period(s). 2. An Activity Progress Report for the period 1 January 2018 to 31 December 2018 (covers Year 2). 3. An Annual Workplan and Budget for 1 January 2019 to 31 December 2019 approved by the Activity Steering Committee (Covers Year 3). 4. A Claim. 	Up to NZD 901,559 (for 12 months)
6 months after end of Recipient's financial year	A copy of the Recipient's annual audit report in accordance with Schedule 2, clause 4.2.	Nil
15 February 2020	<ol style="list-style-type: none"> 1. A revised Costed Workplan that includes: <ol style="list-style-type: none"> a. Actual expenditure for the period 1 January 2019 to 31 December 2019 (covers Year 3); b. An updated expenditure forecast for future period(s). 2. An Activity Progress Report for the period 1 January 2019 to 31 December 2019 (covers Year 3). 3. An Annual Workplan and Budget for 1 January 2020 to 31 December 2020 approved by the Activity Steering Committee (covers Year 4). 4. A Claim. 	Up to NZD 987,933 (for 12 months)
6 months after end of Recipient's financial year	A copy of the Recipient's annual audit report in accordance with Schedule 2, clause 4.2.	Nil

Date	Milestones	Indicative Funding Payment
15 February 2021	<ol style="list-style-type: none"> 1. A revised Costed Workplan that includes: <ul style="list-style-type: none"> - Actual expenditure for the period 1 January 2020 to 31 December 2020 (covers Year 4); - An updated expenditure forecast for future period(s). 2. An Activity Progress Report for the period 1 January 2020 to 31 December 2020(covers Year 4). 3. An Annual Workplan and Budget for 1 January 2021 to 31 December 2021 approved by the Activity Steering Committee (covers Year 5). 4. A Claim. 	Up to NZD 775,607 (for 12 months)
6 months after end of Recipient's financial year	A copy of the Recipient's annual audit report in accordance with Schedule 2, clause 4.2.	Nil
31 March 2022	An Activity Completion Report using the template to be provided by MFAT, covering the full Funding period.	Nil
MAXIMUM FUNDING AMOUNT		NZD 4,912,052

9. Reporting

Reference Schedule 1 section 7, Schedule 2 clauses 2 and 5

The Recipient must report to MFAT's Contract Manager at the times and in the manner set out in Section 8.

Activity Progress report The Progress Report must report on the following (using the template and guidelines to be provided by MFAT):

- the implementation of the Activity and delivery of Outputs (based on this Arrangement, any Costed Workplan and any Results Framework);
- progress towards the goals/ outcomes in the Results Framework;
- any issues relating to the implementation of the Activity and delivery of Outputs and steps to be taken in order to address the issues;
- actual expenditure and income compared with that in any Costed Workplan, including comment on significant variances, balance of funds on hand at date of report;
- where expenditure is less than forecast, the Recipient will confirm whether the savings are permanent or temporary;
- risk management issues; and
- any other relevant issues.

Activity Completion report

The Completion Report must report on (using the template and guidelines to be provided by MFAT):

- in summary, the implementation and delivery of Outputs (based on this Arrangement, the Outputs in Schedule 1, the Costed Workplan and the Results Framework);
- progress towards the goals/ outcomes in the Results Framework;
- risks that emerged over the full Funding period and how they were dealt with;
- overall judgement of success of the Activity, any critical issues and recommendations for future activities;
- final actual expenditure and income compared with that planned for the term of this Arrangement (including cessation costs and disposal of assets, where relevant), explanation of significant variances, balance of funds on hand at date of report;
- an assessment of the quality of the Activity against the five DAC criteria (relevance, efficiency, effectiveness, impact and sustainability); and
- reflection on the quality of the Results Framework and its implementation.

10. Payments

Reference Schedule 2 clauses 2 and 3

The Recipient's Claim(s) are to be sent to:

Payments Officer

PDG Financial Support Team
Ministry of Foreign Affairs and Trade
Attention: Joanna Anderson, Sustainable Economic Development
Private Bag 18-901
Wellington 6160
New Zealand

Funding is to be paid into the Recipient's bank account set out below, or such other bank account nominated by the Recipient and approved in writing by MFAT.

Bank Account	Name of Account	Western and Central Pacific Fisheries Commission
	Currency	US\$
	Number	209277451
Bank	Name of Bank	Bank of Guam
Branch	Name of Branch	Pohnpei Branch
	Address	
	Country	Federated States of Micronesia
Code	Swift Code	GMBKGUGU
	IBAN	Required for all European accounts and any others where possible (max. 36 characters)
	Specify other code required	Complete as required for overseas accounts: BSB (Australian Accounts (max. 6 characters)); Sort Code (GBP) (max. 11 characters); ABA Code or Routing Code (US and others if applicable) (max. 11 characters); CLABE number (Mexico) (max. 18 characters).
Payment Reference	NZMFAT WCPFC WPEA - ITM	

11. Contract Managers

Reference Schedule 2 clause 4

	MFAT's Contract Manager	Recipient's Contract Manager
Name:	Joanna Anderson	Aaron Nighswander
Title/position:	Development Manager- Fisheries	Finance Manager
Address:	Ministry of Foreign Affairs and Trade 195 Lambton Quay Wellington 6011 New Zealand	Pohnpei Federated States of Micronesia
Postal address:	Ministry of Foreign Affairs and Trade Private Bag 18-901 Wellington 6160 New Zealand	P O Box 2356 Pohnpei Federated States of Micronesia 96941
Phone:	+64 4 439 7153	+691 320 1992
Email:	Joanna.Anderson@mfat.govt.nz	Aaron.Nighswander@wcpfc.int

12. Addresses for Notices

Reference Schedule 2 clause 15

	MFAT's address	Recipient's address
For the attention of:	Jonathan Kings Deputy Secretary Pacific and Development Group	Feleti Teo Executive Director WCPFC
cc:	Joanna Anderson	Aaron Nighswander
Delivery address:	Ministry of Foreign Affairs and Trade Level 10, HSBC Building 195 Lambton Quay Wellington 6011 New Zealand	Pohnpei Federated States of Micronesia
Postal address:	Ministry of Foreign Affairs and Trade Private Bag 18-901 Wellington 6160 New Zealand	P O Box 2356 Pohnpei Federated States of Micronesia 96941
Email:	Jonathan.Kings@mfat.govt.nz Joanna.Anderson@mfat.govt.nz	Feleti.Teo@wcpfc.int Aaron.Nighswander@wcpfc.int

13. Additional Provisions and Changes to Schedule 2

None.

14. Annexure/s

Reference 'Arrangement documents'

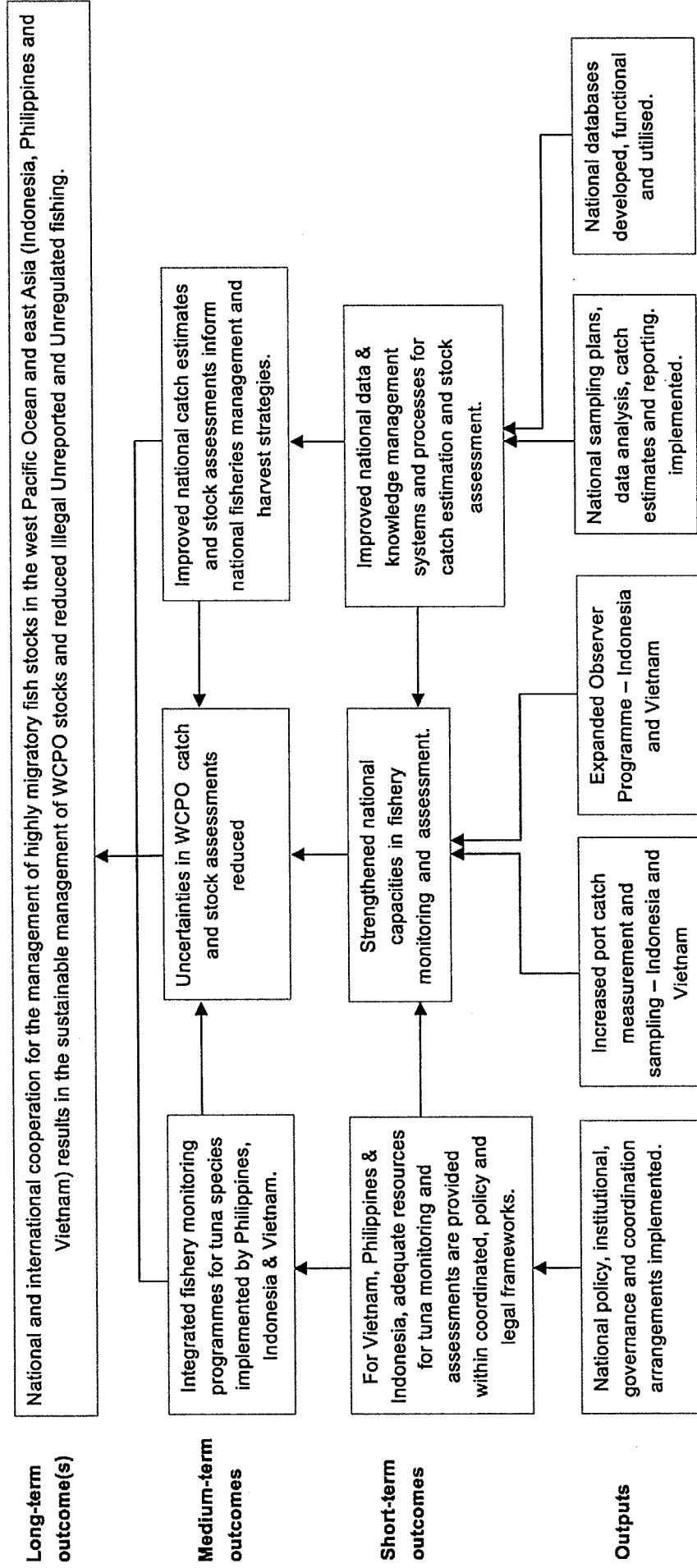
The following documents are attached and form part of this Arrangement:

- Annexure A: Results Framework
- Annexure B: Risk Matrix
- Annexure C: Implementation Plan
- Annexure D: Governance Arrangements

Annexure A: Results Framework

Results Diagram

Goal of the Activity: Improve monitoring and management of tuna catches in Indonesia, Philippines and Vietnam and contribute to reduced IUU fishing



Outputs/Inputs Table

Outputs from the Results Diagram	Activities to Deliver Outputs	Inputs to Resource Activities
Output 1. National policy, institutional, governance and coordination arrangements implemented		
	Inception consultations with immediate stakeholders at project commencement informing updates to the Results Framework and Implementation Schedule	WPEA-ITM Project Manager with Consultant support. Country and other stakeholders consultations.
	Develop MOUs with the national fisheries authority of each country	WPEA-ITM Project Manager.
	National Policy /legal framework reviews - as required by country. 6 anticipated, two per country	National consultants.
	Technical meetings between the three countries in Years 2 and 4: knowledge exchange and update	Meeting facilities. Participant, WCPFC Secretariat and SPC travel and subsistence costs.
	WCPFC Coordination, facilitation and technical backstopping	WCPFC Secretariat staff airfares and subsistence costs (Project Manager and one other).
Output 2. Increased port catch sampling – Indonesia and Vietnam		

Outputs from the Results Diagram	Activities to Deliver Outputs	Inputs to Resource Activities
	<p>Selection of number and location of new landing sites based on needs assessment</p> <p>Additional enumerators recruited and trained for Indonesia and Vietnam</p> <p>National tuna data coordinators' and National Data Acquisition Advisers subject to annual supervisory visits supported by WCPFC</p> <p>Development of manuals and guidelines</p>	<p>Additional enumerators: 15 in Indonesia and 15 in Vietnam.</p> <p>National data acquisition advisers (1 in each country) recruited to supervise enumerators and arrangements for data capture and management as well as support observer programmes.</p> <p>Transport and subsistence costs – local coordinators.</p> <p>WCPFC Secretariat staff air fares and subsistence costs (Project Manager and one other).</p>
Output 3. Expanded observer programme – Indonesia and Vietnam		
	<p>Annual observer training in each country, each year</p>	<p>Facility costs, WCPFC Regional Observer Programme Coordinator's fees, trainees travel and subsistence. WCPFC travel and subsistence.</p> <p>National data acquisition advisers (1 in each country) supervise observer data capture and management.</p>

Outputs from the Results Diagram	Activities to Deliver Outputs	Inputs to Resource Activities
	National agencies; Observer policy, strategy and deployment meetings	<p>Facility costs, instructors fees, trainees travel and subsistence.</p> <p>WCPFC Secretariat staff travel and subsistence. (Project Manager and one other).</p> <p>Support from National data acquisition advisers.</p>
	Annual observer briefing and debriefing workshops, each country. 15 participants each meeting	<p>Facility costs, instructors feed, trainees travel and subsistence.</p> <p>WCPFC Secretariat staff travel and subsistence. (Project Manager and one other).</p> <p>Support from National data acquisition advisers.</p>
	Observer programme cost recovery study and associated issues - Indonesia and Vietnam	Funding for local consultants with some support from external advisers.
	Philippines observer programme design and cost recovery study for internal waters	Funding for local consultants with some support from external advisers.
Output 4. National sampling plans, data analysis, catch estimates and reporting		

Outputs from the Results Diagram	Activities to Deliver Outputs	Inputs to Resource Activities
	Annual regional data review workshops hosted by SPC. 3 days plus travel with +/- 4 participants from each country and attended and supported by SPC and WCPFC.	Meeting facility costs and participant travel and subsistence costs. SPC's fee, travel and subsistence costs. WCPFC Secretariat staff travel and subsistence. (Project Manager and one other). Support from National Data Acquisition Advisers.
	Annual national catch estimation meetings. Annually, each country. 3 days x 30 participants	Meeting facility costs and participant travel and subsistence costs. SPC's fee, travel and subsistence costs. WCPFC Secretariat staff travel and subsistence. (Project Manager and one other). Note that these workshops may be held back to back, allowing savings. Support from National Data Acquisition Advisers.
	National staff attachments to SPC	Travel and per-diem for attachments.
Output 5. National databases developed, functional and utilised		

Outputs from the Results Diagram	Activities to Deliver Outputs	Inputs to Resource/Activities
	Adaptation of existing systems where relevant to suit these countries and then in-country installation and configuration of common platform database, training and troubleshooting. Philippines, Indonesia and Vietnam. Redevelopment of existing systems using contemporary platforms (e.g. moving server-based systems to web systems).	SPC travel and subsistence costs. One-off hardware/software procurements or upgrades (including servers for Philippines and Vietnam), Support from National Data Acquisition Advisers.
	SPC hands-on and remote training and mentoring National staff attachments to SPC.	SPC staff, travel and subsistence costs. Activity resources to finance travel and per-diem for attachments.
	Review of existing frame survey used by Philippines Statistics Authority (PSA) and design of new frame survey	Consultants.
Output 0. Activity Management Backstopping and Administration (WCPFC)		
	Project Management and Coordination: planning, budgeting, reporting, technical backstopping, stakeholder liaison and coordination. Communication and knowledge management. Secretariat to Steering Committee.	Project manager: Expatriate remuneration and allowances package. Travel and subsistence budgets incorporated in Outputs 1-5.
	Amend WCPFC - SPC Service Provider MOU to incorporate this Activity	WCPFC Secretariat and SPC.
	Steering Committee established and meets annually	Meeting facilities. Travel and subsistence costs.

Outputs from the Results Diagram	Activities to Deliver Outputs	Inputs to Resource Activities
	<p>WCPFC's financial management and reporting, audit and administrative support. Furnished and equipped offices, IT and communications facilities and support, local transport. Procurement of goods and services. Channel funds to SPC.</p>	<p>WCPFC overhead at 7.5% of all Activity costs.</p>
	<p>SPC's administration, oversight and supervision of its service delivery to the Activity</p>	<p>SPC Admin and Finance officer. SPC Monitoring, Evaluation and Learning Adviser. SPC Chief Scientist. SPC Principal Fisheries Scientist - Data Management. SPC Principal Fisheries Scientist- Fisheries & Ecosystem Monitoring. SPC overhead.</p>

Results Measurement Table (to be updated after Inception Consultation with countries and approved by Steering Committee in Year 1)

Results Indicator(s)	Baseline Information and Targets	Methodology/DELG Sources
Long term outcomes		
National and international cooperation for the management of highly migratory fish stocks in the west Pacific Ocean and east Asia (Indonesia, Philippines and Vietnam) results in the sustainable management of WCPO stocks and reduced IUU) fishing.	Status of harvesting of shared oceanic tuna stocks in the WCPFC Statistical Area vis-à-vis sustainability criteria set by the WCPFC Convention ² . Number of oceanic fish stocks within safe biological limits.	WCPFC Convention and its adopted Conservation and Management Measures (CMMs) on e.g. IUU fishing, by-catch. Baseline: Current catch monitoring coverage is cited (WPEA SM project document) as averaging 15%. Target³: Improved monitoring of oceanic tuna fisheries in the EAS and coverage increased to 40%;
Medium term outcomes		
Integrated fishery monitoring programmes for tuna species implemented by Philippines, Indonesia &	Indonesia, Philippines and Vietnam's compliance to the WCP Convention requirements and WCPFC Conservation and Management Measures (CMMs)	Annual CMM compliance reviews and reports. Stock assessment reports. WCPFC reports and statistics.
	Baseline: 2014 review. Target:	Annual CMM compliance reviews.

² This is the Outcome level Indicator of the WPEA project

³ These are the long-term outcome targets established for the WPEA project.

Vietnam which are compliant with WCPFC requirements.	and standards for fishery monitoring.			
Uncertainties in WCPO catch and stock estimates reduced.	Regional Tuna stock assessment results presented to annual Scientific Committee and independent peer reviews of those.	Target: Assessment results accepted by the annual Scientific Committee of WCPFC and independent peer reviews are favourable.	Annual WCPFC Scientific Committee (SC) data gaps paper.	
Improved national catch estimates and stock assessments inform national fisheries management and harvest strategies.	Convergence of national data collection and stock estimate methodologies with the WCPFC management and harvest strategy recommendations and standards.	Baseline to be established. Targets to be established.	Annual catch estimate and data workshop reports. National fisheries management and harvest strategies.	
Short term outcomes				
For Vietnam, Philippines & Indonesia, adequate resources for tuna monitoring and assessments are provided within co-ordinated and supportive, policy and legal frameworks.	National and RFMO tuna monitoring and stock assessment functions resourced and staffed.	Baseline: exit strategy developed within 6 months of Y2 outlining gradual transference of funding responsibility to national governments. Target: National governments funding 20% of national activities by Year 3, 40% by Year 4, and 60% by Year 5.	A mix of quantitative (e.g. budget/staff number comparisons, increasing self-sufficiency, etc.) and qualitative, to be elaborated. Steering Committee meetings and review confirmations of	

Strengthened national capacities in fishery monitoring and catch estimation.	National observers, debriefers and enumerators using skills/knowledge received in training, 6 months later. Adequacy of national observer and port monitoring programmes in meeting Regional Observer Programme (ROP) standards	Post training assessments of observers, debriefers and enumerators (by WCPFC Advisers). Observer programmes assessed as adequate and in compliance with the ROP standards (Numeric baselines and targets to be established)	adequacy. WCPFC observer training supervision reports. WCPFC port monitoring supervision reports.
Improved national data & knowledge management systems and processes for catch estimation and stock assessment.	Adequacy of annual national catch estimates and operational catch effort data. National database systems that provide complete and accurate information to the RFMOs are compliant with WCPFC requirements.	Target: Countries submitting estimates of annual catches (ACE) and operational catch effort data (C/E) to WCPFC by 30 April and with improved completeness and quality. Baseline: Philippines has a functioning TUFMAN1. Indonesia partially functional but data are not consolidated. Vietnam to initiate. Target: Y3 all fully functional Target: Most recent versions of common platform database supporting the consolidation of all tuna fishery data (eg. TUFMAN 2) used effectively to manage and report tuna fishery data in Philippines, Indonesia and Viet Nam.	Catch estimate and stock assessment reports and SPC's assessment of data completeness and quality.
Outputs			
1. National policy,	1.1. Activity Results Framework	1.1. Baseline = none. Target: Year 1	1.1. Revised and

<p>institutional, governance and coordination arrangements implemented.</p>	<p>and Implementation Schedule (timeline) confirmed/updated with country stakeholders, complementary to WPEA project.</p> <p>1.2. MOUs developed with the national fisheries authority of each country to define respective parties' roles and responsibilities an appropriate exit strategy which gradually transfers funding responsibility to the national government</p> <p>1.3. WCPFC-SPC Service provider MOU updated to incorporate this new Activity</p> <p>1.4. Reviews of supportive policy/legal frameworks in Indonesia, Philippines and Vietnam (Number)</p> <p>1.5. Technical meetings conducted demonstrating good participation and exchange of knowledge between countries (number of meetings, number and type of participants, M/F).</p>	<p>first Steering Committee meeting approves Activity Results Framework, budgets and workplans</p> <p>1.2. Baseline = 0 Target: MOUs with each of the 3 countries developed by the end of the first 6 months in Year 1 and exit strategy confirmed by middle of Year 2</p> <p>1.3. Baseline = existing MOU Target= MOU amended in Year 1, Quarter 1</p> <p>1.4. Baseline = existing national policy and framework reviews. Target: 2 country specific policy/legal framework reviews conducted in each of the 3 countries</p> <p>1.5. Baseline (qualitative) and target: Technical exchanges and collaborations: Two biennial technical meetings (in Years 2 and 4)</p>	<p>approved ADD, plans and budgets. Steering Committee approved minutes</p> <p>1.2. Amended MOU</p> <p>1.3. Steering Committee agenda, minutes and matters arising</p> <p>1.4. Legal and policy reviews and assessments</p> <p>1.5. Meeting and consultation proceedings and reports. Anecdotal feedback from stakeholders</p>
<p>2 Increased port catch measurement and</p>	<p>2.1. Number and location of new landing sites selected based</p>	<p>2.1. Baseline: Number of landing sites?</p>	<p>2.3. Wage slips, enumerators reports,</p>

<p>sampling – Indonesia and Vietnam</p>	<p>on needs assessment</p> <p>2.2. Change in number of enumerators(E), ports sampled(P) and reports(R)</p> <p>2.3. Trainings, supervisory and technical support visits by WCPFC to each country</p> <p>2.4. Manuals, guidelines developed</p>	<p>Target: new landing sites selected by end of Year 1?</p> <p>2.2. Baseline (B): Vietnam E=30 P= 9 R=9 Indonesia: E=30 P=5 R=5</p> <p>Targets: Y2, 3 and 5 Vietnam E=min. B+15 P=B + 3 R=?12 Indonesia: E=min. B+15 P=B+5 R=B+5</p> <p>2.3: Baseline to be established.</p> <p>Target: 1 visit per year per country by WCPFC.</p> <p>2.4: Baselines and targets to be established.</p>	<p>Populate baseline and targets.</p> <p>Discuss how best to report this, and who.</p> <p>WCPFC back-to-office reports.</p>
<p>3 Expanded Observer Programme – Indonesia and Vietnam</p>	<p>3.1. Increases in numbers of observers (N), ports (P) they are stationed at and observer trips days (TD) for Vietnam and Indonesia</p>	<p>3.1. Baseline(B): Vietnam N=0 P=0 TD= 0 Indonesia (tbc) N= P= TD=</p> <p>Y2 Vietnam N=30 P=3 TD=200 Indonesia N=30 P=2 TD=200</p> <p>Y4 Vietnam N=60 P=5 TD= 400 Indonesia N= 60 P=6 TD=500</p> <p>Y5 Vietnam N=75 P=5 TD= 600 Indonesia N=75 P=6 TD=600</p>	<p>3.1 Wage slips, observer reports,</p> <p>Populate baseline and targets.</p> <p>Discuss how best to report this, and who.</p> <p>Any point in gender disaggregation?</p>

<p>4 National sampling plans, data analysis, catch estimates and reporting implemented.</p>	<p>3.2. Training for observers and debriefers in each country. (total participants, M/F)</p> <p>3.3. Observer briefing and debriefing workshops (total participants, M/F)</p> <p>3.4. Observer programme cost recovery study and associated issues - Indonesia and Vietnam</p> <p>3.5. Philippines observer programme design and cost recovery study for internal waters</p>	<p>3.2. Baseline = tbc Target: one training for 15 participants in Vietnam and Indonesia each year.</p> <p>3.3. Baseline = Vietnam - 0 full time; Indonesia many trained but limited deployment Target: one training for 15 participants in Vietnam and Indonesia each year.</p> <p>3.4. Observer cost recovery study completed by Year 2 with recommendations and options provided</p> <p>3.5. Completed by Year 2 with recommendations and options provided</p>	<p>WCPFC training reports</p> <p>WCPFC workshop reports and proceedings</p>
<p>4 National sampling plans, data analysis, catch estimates and reporting implemented.</p>	<p>4.1. Number of participants from each country attending annual regional workshops on tuna data review and stock assessment (total, M/F).</p> <p>4.2. Number of participants at in-country national tuna data workshop (total, M/F).</p> <p>4.3. Number of staff from the 3 countries completed training attachments with SPC. (total, M/F)</p>	<p>4.1. Baseline and target tbc</p> <p>4.2. Baseline and target tbc</p> <p>4.3. Target = 10 for project period, for outputs 4&5.</p>	<p>Discuss with SPC what best measures and targets for this should be.</p> <p>Workshop reports.</p> <p>Data reports submitted.</p> <p>Attached staffs' reports</p>

5 National databases developed, functional and utilised	5.1. Number of national fisheries staff receiving training and assistance in use of common platforms for data management, analysis and reporting that is tailored to national needs and meets regional reporting requirements (total, M/F)	5.1. Baseline and target tbc	1. Observation and reporting
	5.2. additional custom development of database systems to satisfy WPEA countries requirements:	5.2. Baseline=tbc Target (i) provincial offices have ability to enter and manage data without seeing other provincial offices data (but the central office can view all data, (ii) cloud-hosted database system set up in the central office of each country (at the moment the system is only hosted at SPC), (iii) complete redevelopment of the Philippines NSAP database system as a cloud-hosted database system	
	5.3. Review of existing frame survey used by Philippines Statistics Authority (PSA) and design of new frame survey completed	5.3. Baseline = two conflicting sources of official tuna catch estimates. Target= review and design of new frame survey completed by end of Year 2	
0. Efficient, responsive, value-for-money project management.	0.1. Timely financial and progress reports meeting agreed standards	0.1 Baseline = none. Target: meets MFAT minimum requirements and international accounting standard, showing satisfactory budget and workplan performance with no unexplained/unagreed variances	0.1. Periodic progress and financial reports.

	<p>0.2. WCPFC-SPC Service Provider MOU amended to reflect the new Activity budget and workplan</p> <p>0.3. Unqualified audits submitted annually</p> <p>0.4 Mid-term review conducted on progress against Results Frameworks, and provides recommendations on any improvements needed to workplan and targets</p> <p>0.5 Steering Committee's leadership of the Activity efficient and effective</p>	<p>0.2 MOU with SPC amended by end of first three months.</p> <p>0.3 Baseline = none. Target: Annual external auditors report without qualifications</p> <p>0.4 Baseline = none. Target: mid-term review completed at the end of Year 2</p> <p>0.5 Baseline = none. Target: Annually, progress assessed. Matters Arising actioned in a timely manner</p>	<p>0.2. Progress and financial reports, audit management letter, reviews.</p> <p>0.3. Audit report and management letter</p> <p>0.4. Audit report and management letter</p> <p>0.5. Reports and other documents. Project Manager performance assessments. Partners' feedback</p>
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Monitoring and Evaluation Workplan

Monitoring & Evaluation Tasks	Approach	Timeline	Roles and responsibilities	Deliverables and Indicative Costs Reporting
Monitoring				

Monitoring & Evaluation Tasks	Approach	Timeline	Roles and Responsibilities	Deliverables and Reporting	Indicative Costs
<p>1. Update and confirm with stakeholders the Results Framework indicators, targets, means of verification and responsibilities</p> <p>2. Agree on reporting formats and minimum standards, also for financial reporting.</p>	<p>Inception phase stakeholder consultations by Project Manager at country-level and with SPC and UNDP. Presented in the first Steering Committee meeting in early 2017</p> <p>Review, update and complete Results Framework based on information from above consultations and UNDP's late-2016 review of the WPEA-SM project</p> <p>For budgeting, budget management and reporting, adopt MFATs formats as a minimum standard.</p>	<p>Complete within three months of initiating project</p>	<p>Project Manager to facilitate and manage this process</p>	<p>Inception report, to include the reviewed and elaborated results framework.</p> <p>To include a complete reconciliation of this Activity with the UNDP-GEF support to WPEA</p> <p>Presented to the first Steering Committee meeting for approval.</p>	<p>ADD Budget</p>
<p>Half-yearly progress reports</p>	<p>Reports to track the implementation of activities for the against plan and budget and include a commentary on deviations and remedial recommendations.</p>	<p>Six-monthly, within four weeks of the end of the period</p>	<p>National Data Acquisition Advisers and service providers to furnish their returns to the Project Manager for consolidation</p>	<p>Report in standardised format, primarily data driven reports.</p> <p>Circulated to Steering Committee members for information</p>	<p>ADD Budget</p>

Monitoring & Evaluation Tasks	Approach	Timeline	Roles and Responsibilities	Deliverables and Reporting	Indicative Costs
Annual Progress Report and workplan and budget for the following year	A complete reporting of annual progress against plan, budget, and results framework to include financial statements. To include a discussion of any changes in assumptions or the risk environment, with remedial recommendations provided.	Annually within 6 weeks of end-of-year (with final Completion Report submitted within 3 months of the funding end date)	National Data Acquisition Advisers and service providers to furnish their returns to the Project Manager for consolidation and elaboration/comment.	Report in a format which meets MFAT requirements as a minimum standard Draft presented to the Steering Committee for discussion and approval before formal submission to MFAT	ADD Budget
Evaluation					
Mid-term evaluation	With the present phase of UNDP's WPEA support due to terminate in 2017 (but a no-cost extension anticipated) this would be an important opportunity to re-align the Activity with either new development partner support to WPEA, or UNDP's continued sponsorship. It would also be an opportunity to assess level of country ownership and progress with exit strategy	Probably first-half 2018	WCPFC Secretariat in consultation with MFAT to identify need/opportunity for this evaluation and raise TOR for presentation to the Steering Committee's no-objection. External consultant probably necessary.	Evaluation report to apply MFAT's standards and guidelines	Est. \$35,000 for external specialist, plus MFAT travel and per-diem if participating. WCPFC Secretariat and stakeholder costs from ADD

Monitoring & Evaluation Tasks	Approach	Timeline	Roles and responsibilities	Deliverables and Reporting	Indicative Costs
End-of-Activity evaluation	Not formally required but as a lessons learning exercise and to inform future partnerships, desirable. See above, under "Completion Report"	Probably mid-2022	<p>TOR to be raised by MFAT and presented to Steering Committee.</p> <p>External consultant necessary.</p>	Evaluation report to apply MFAT's standards and guidelines	<p>Est. \$35,000 for external specialist, plus MFAT travel and per-diem if participating.</p> <p>WCPFC Secretariat and stakeholder costs from ADD</p>

Annexure B: Risk Matrix

Risk Category and Description	Potential Impact	Likelihood	Consequence	Risk Profile	Proposed Risk Management	Responsibility
External						
Political support for regional coordination activity and participation by all parties weak or compromised.	Implementation failure in full or part, or delays. National contributions not delivered.	Unlikely	Major	Medium	All three countries and the service providers are strongly supportive of the current WPEA project and as this Activity is for a sub-set and scaling up of those activities, it is unlikely that support for this Activity be weak. The initial proposal to not fund national staff costs, e.g. enumerators has been revised after the ADD appraisal to include initial funding with responsibility gradually transferred to the governments by the end of the Activity. A strong inception phase process, good forward planning and predictability, and retaining good relationships with national executives and key staff will further mitigate this risk.	Project Manager WPEA-ITM Steering Committee
No particular economic, security or natural event risk are identified for the Activity						

Risk Category and Description	Potential Impact	Likelihood	Consequence	Risk Profile	Proposed Risk Management	Responsibility
Organisational						
<p>Vietnam's intentions for developing their national observer programme and for compliance of that with the ROP is not entirely clear and their cooperating non-member status means they are not bound to do so.</p>	<p>Confirming Vietnam's observer programme may take some time to formalise and this could delay implementation of the Activity's support to that, though WCPFC has received an initial request for support from Vietnam</p>	<p>Possible</p>	<p>Moderate</p>	<p>Medium</p>	<p>WCPFC to pursue this as a matter of priority, from the outset. The Activity should be prepared to accept a delay, though that will not affect the support for the Observer programme otherwise (e.g. to Indonesia)</p>	<p>Project Manager</p>
<p>Possible overlap and duplication of some WPEA-NZ project activities with other donor-funded activities, especially in Indonesia and Philippines to a lesser extent.</p>	<p>Duplication of effort and risk of no-cooperation by fishers and buyers if the sampling interventions become too intrusive</p>	<p>Possible</p>	<p>Moderate</p>	<p>Medium-low</p>	<p>Port sampling activities in Indonesia will be harmonized with those of other agencies as far as possible. The large USAID traceability project will be active in Indonesia and Philippines in two key landings sites (Bitung, GenSan) and is unlikely to be open to cooperation but the activities are complementary to some extent rather than totally duplicative</p>	<p>Project Manager</p>

Risk Category and Description	Potential Impact	Likelihood	Consequence	Risk Profile	Proposed Risk Management	Responsibility
Harmonisation of the UNDP and NZ support to WPEA unsatisfactory	Confusion over roles, responsibilities and funding sources. High transaction costs	Possible	Moderate	Medium	<p>WCPFC Secretariat clear delineation of staff roles to be defined in job descriptions and performance monitored closely by management.</p> <p>Close communications with UNDP Regional Advisor and preferably adoption of a common annual plan initially.</p> <p>The role of the Steering Committee is important and aligning both the memberships and meetings of the two steering committees is expected to be strongly supportive to harmonisation.</p>	<p>WCPFC Executive Director</p> <p>Project Manager</p> <p>UNDP Regional Advisor</p> <p>WPEA-ITM Steering Committee</p>

Risk Category and Description	Potential Impact	Likelihood	Consequence	Risk Profile	Proposed Risk Management	Responsibility
Staff capacities and their relationship to efficient and effective implementation	Language and communications are issues for foreigners working in both Vietnam and Indonesia and this has on occasion caused frustration with the implementation of the WPEA	Unlikely	Moderate	Medium	<p>WCPFC Secretariat and SPC staff and consultants involved in the WPEA-SM project have accrued considerable experience in communicating with, and training staff of the national agencies and are expected to continue to do so for this Activity.</p> <p>When deploying consultant resources, expertise in working in these countries will be prioritised.</p>	Project Manager
	Additionally, technical competence levels are very variable.					

Risk Category and Description	Potential Impact	Likelihood	Consequence	Risk Profile	Proposed Risk Management	Responsibility
Financial						
Gradual phasing out of funding for some nationally-staffed activities will not be fully embraced and the activity will not be sustained after project ends	Continuity of data delivery will be compromised with negative impacts on inputs to stock assessments	Possible		Medium	Possible if national resources scarce, but countries seem strongly committed to these obligations at this stage. A clear exit strategy outlining the gradual transference of funding responsibility to national governments will be outlined in the MOU with each country. The mid-term review planned for Year 3 will assess progress against this exit strategy and make recommendations.	National agency stakeholders

Risk Category and Description	Potential Impact	Likelihood	Consequence	Risk Profile	Proposed Risk Management	Responsibility
<p>Financial irregularities or misuse of funds but note that Deloitte undertook a Fiduciary Assessment of WCPFC in September 2014, finding minimal internal control weaknesses. (acceptable level of risk)</p>	<p>Has high potential to result in cancellation of the grant or of the MOU with a partner. Possibly the higher risk is disruption to project delivery by slow process of internal approval of the project at national level which has caused long delays in establishing an official project bank account in the case of WPEA-SM.</p>	Possible	Severe	Medium	<p>Insistence on strict use of national accounting systems, on international accounting standards and on timely financial reporting and auditing are strong mitigators. Also important is to resist the temptation to use direct financing solutions to overcome slow or delayed national processes.</p>	<p>National agency stakeholders. WCPFC Secretariat and Finance Admin. and Project Manager. External auditor.</p>
<p>Funds to SPC insufficient to secure their timely and adequate service provision.</p>	<p>Sub-optimal science support, or delays in delivery.</p>	Unlikely	Moderate	Medium	<p>SPC's full cost recovery policy is still being elaborated. SPC to refine costings and forward them to WCPFC and MFAT promptly for inclusion in budgets.</p>	<p>SPC Project Manager</p>

Risk Category and Description	Potential Impact	Likelihood	Consequence	Risk Profile	Proposed Risk Management	Responsibility
Delayed flows of funds from MFAT or from WCPFC Secretariat to partners.	Implementation delays	Possible	Major	Medium	Timely and adequate budgeting and planning and delivery of accounts and audits, to the required standard are the best mitigators of this.	National Coordinators SPC Finance and Admin. WCPFC Finance and Admin. and Project Manager

Annexure C: Implementation Plan (to be updated after Inception Consultation and approved by Steering Committee in Year

Output	2016				FY 1			FY2			FY3			FY4			FY5			Within 6 months of close	
	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3		Q4
Preparation																					
ADD formulation																					
Appraisal and approval																					
NZ MFAT-WCPFC Grant management negotiations and agreement																					
MOUs with SPC and national agencies																					
Activity accounts established - national, SPC, WCPFC																					
Project manager recruitment																					
1 National policy, institutional, governance and coordination arrangements implemented																					
1.1 Stakeholder inception consultations and workshops																					
1.3 Policy /legal framework reviews																					
1.4 Three-country annual technical meetings																					
2 Increased port catch measurement and sampling - Indonesia and Vietnam																					
WCPFC Annual supervisory and backstopping visits.																					
2.3 1/year Vietnam and Indonesia																					
2.3.1 Ongoing WCPFC home office support																					
3 Expanded Observer Programme - Indonesia and Vietnam																					
3.1 Annual Observer trainings. 1/year each country. 10days and 15pax each																					
3.2 National Agency observer policy, strategy and deployment meetings (2)																					
3.4 Briefing and debriefing workshops. Vietnam and Indonesia each year. 3 day. 15 participants.																					
3.4.1 Ongoing WCPFC home office support																					

4 National sampling, data analysis, catch estimates and reporting.

4.1	Regional data review workshops																										
4.2	Annual catch estimation meetings. Each country.																										
4.3	Ongoing SPC home office support																										
4.4	National staff attachments to SPC. 10 for the activity period.																										

5 National databases developed, functional and utilised

5.1	SPC in-country installation, configuration, training and trouble-shooting. Indonesia and Vietnam.																										
5.2	SPC hands-on training/mentoring technical staff																										

0 Activity Management, Backstopping and Administration (WCPFC)

	Steering committee meetings																											
	Budget, workplans, results framework, measurement and reporting guidelines elaborated as Inception outcome																											
	Annual budgets and plans prepared																											
	Progress reports: Half-yearly and Annual Audit																											
	Mid-term review (to be negotiated)																											
	End of Activity evaluation (to be negotiated)																											
	WCPFC project management and administration																											
	WCPFC science staff support																											

Annexure D: Management and Governance Arrangements

The Activity will adopt management arrangements similar to those used for the WPEA SM project and important to the success of this Activity and to the WPEA project as a whole, will be that NZ MFAT and UNDP's support (or other future development partners) is carefully coordinated as an ongoing function.

This annexure describes the governance arrangement for:

- Decisions on overall Activity management
 - WPEA-ITM Steering Committee
 - WPEA-ITM Project Manager
- Specific operational issues for this Activity

WPEA-ITM Steering Committee

A WPEA-ITM Steering Committee will be formed to guide the management and implementation of the Activity. Its Secretary will be the Project Manager. WCPFC's Executive Director or his/her designate should chair the Committee, with an MFAT representative as co-chair. Indonesia, the Philippines and Vietnam will be members of the Committee, represented at Director level for each of their implementing agencies. The SPC will be a member of the Committee. The UNDP will be invited as an observer, with a view to aiding coordination between their support to the WPEA and this Activity's. Other country or NGO representatives may be invited to attend from time to time. The Committee should make its decisions by consensus insofar as that is possible.

The WPEA – ITM Steering Committee will meet once a year and will be responsible for:

1. Approving the overall implementation strategies for the Activity, and providing guidance to the Project Manager
2. Monitoring the outcome, output, financial performance and risk management of the Activity against the results framework, workplan and budget
3. Reviewing and approving the Annual Progress Report
4. Reviewing and approving the Annual Workplan and Budgets for the subsequent year.
5. Reviewing and Approving the revised Activity Workplan and Budget
6. Commissioning external reviews and evaluations as required. For these, NZ MFAT's policies and standards will establish the minimum requirements.
7. Providing policy guidance to the Activity, especially with regards to developments relating to the Commission and its implementation.

The Project Manager (acting as Secretary for the WPEA-ITM Steering Committee) will send out notices of meetings, provide agendas, and circulate minutes of meetings (Steering Committee members will have five working days to provide feedback so that corrected minutes can be promptly circulated). Dates will be set in advance, at the end of the previous meeting.

To reduce the costs of holding the annual Steering Committee meetings, the Project Manager should seek opportunities to combine the meetings with other WPEA / WCPFC / SPC events which the same delegates attend and as a priority to reduce costs.

Meetings will be convened in locations where it is possible to have as many people as possible physically present (i.e. on the side lines of other meetings), otherwise using teleconference/video conference or Skype. Members should endeavour to gather in the same location but can be linked in through telecoms.

WPEA-ITM Project Manager

The Activity budget includes the employment of a Project Manager by the WCPFC Secretariat, specifically for this Activity and where the level of effort for that level of remuneration for this position is initially estimated to be 50-60% of a full-time staff equivalent, although an alternative lump sum annual payment for carrying out the duties may also be acceptable. The Project Manager will be contracted by the WCPFC Secretariat but may be resident closer to the stakeholder countries being supported.

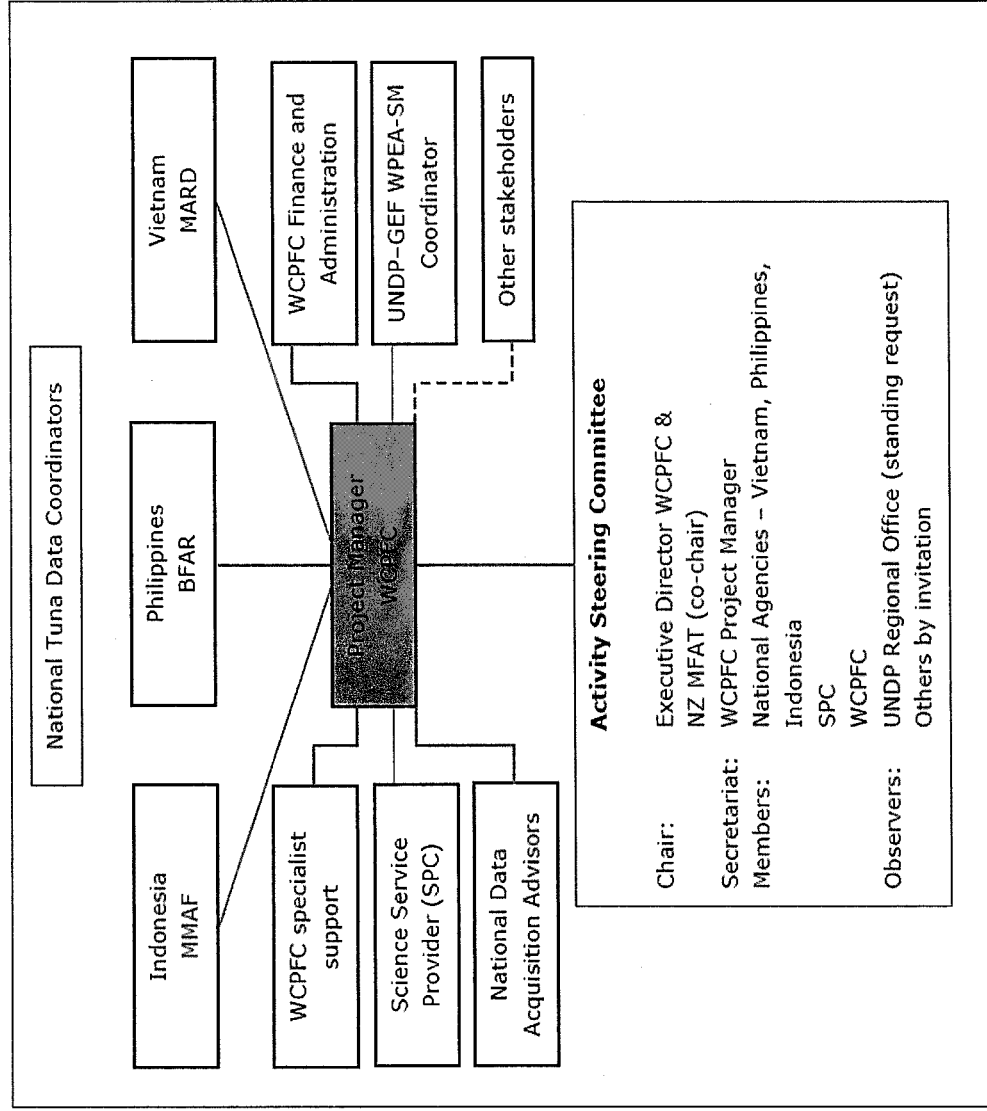
The Project Manager will report to the WCPFC Secretariat on matters relating to this Activity, under the direction of the WPEA-ITM Steering Committee. The Project Manager will work closely with the WCPFC Science Manager for any advisory input. The Project Manager should have the authority to implement, monitor and report the Activity's strategies, plans and budgets, on a day-to-day basis within the framework identified by this ADD and guided by the Steering Committee's directives and approvals. The Project Manager's prime responsibility is to ensure that the Activity produces the results specified in the ADD, to the required standard of quality and within the specified constraints of time and cost.

The Project Manager will be responsible for:

- Overall Activity coordination and implementation of the activities where this includes regular consultations with the relevant national institutions, RFMOs, the UNDP WPEA Coordinator and other stakeholders and partners
- Consolidation of work plans and budgets
- Preparation of consolidated half-year and annual reports where this will include updating the Activity's Results Framework and managing the risks matrix
- Reporting to WPEA-ITM Steering Committee and functioning as Secretary to that body; initially reporting also to the WPEA PB as they are complementary projects and activities
- Supporting, guiding and mentoring the work of national staff associated with the Activity and coordinating the work of the NDAAs
- Bring to the Steering Committee's attention any significant changes to the assumptions made in designing this project, or to the risk environment, proposing responses to those.

Operations

An organogram for the Activity is presented below.



The WCPFC's Finance and Administration unit will be responsible for supporting the Project Manager with financial administration and reporting, including the funds disbursed to national agencies and the SPC, and to pay any external expertise contracted. Procurement of goods and services will follow the Recipients established guidelines and authorities, and for the national agencies, by their national guidelines; with full transparency and the application of best-practice being a requirement. Where possible, existing financial arrangements with the stakeholder countries as developed during the WPEA-SM should be followed.

An MOU for SPC's service delivery to the WCPFC will be established to reflect their roles and responsibility in this Activity and it will be the responsibility of the Project Manager to initiate this in the first months of implementation of the Activity.

As mentioned above under Output 1, as a matter of priority, MOUs will be developed with the national fisheries authority of each country to define what the respective parties' roles and responsibilities are and outline what support will be delivered by the Activity and how that will need to be accounted for and reported. An appropriate exit strategy which gradually transfers funding responsibility to the national government is required, and these MOUs will also clearly identify the national focal persons for this Activity.

Each country receiving Activity funds will need to establish a bank account for that purpose before any funds are released to them. Financial reports will be expected to be reconciled with banks statements of those accounts.

Schedule 2: Terms and Conditions

1 Length of Arrangement

- 1.1 This Arrangement starts on the Arrangement Start Date.
- 1.2 This Arrangement ends on the Arrangement End Date unless terminated earlier.

2 The Parties' obligations

Both Parties' obligations

- 2.1 Both Parties agree to:
 - a. act in good faith and demonstrate honesty, integrity, openness, and accountability in their dealings with each other;
 - b. work together to achieve the goals and outcomes referred to in section 2 of Schedule 1;
 - c. discuss matters affecting this Arrangement, the implementation of the Activity and delivery of the Outputs, whenever necessary; and
 - d. notify each other immediately of any actual or anticipated issues that could:
 - i. delay, significantly impact or change the implementation, delivery or associated cost of aspects of the Activity or the Outputs;
 - ii. impact the Funding;
 - iii. be the subject of a request for official information under the Official Information Act 1982 (NZ) or a complaint to the New Zealand Ombudsman; or
 - iv. receive significant media attention.

MFAT's obligations

- 2.2 MFAT must:
 - a. provide the Recipient with any information MFAT has readily available that the Recipient has reasonably requested to assist in the implementation of the Activity and delivery of the Outputs;
 - b. make decisions and consider approvals reasonably able to be provided by MFAT and as required by the Recipient to enable the implementation of the Activity and delivery of the Outputs in a timely manner; and
 - c. fund the Recipient the applicable amounts referred to in Schedule 1 as long as the Recipient has achieved the relevant Milestone and delivered the Outputs required in relation to that Milestone, to MFAT's sole satisfaction and made a Claim, all in accordance with this Arrangement.

Recipient's obligations

- 2.3 The Recipient must implement the Activity and deliver each Output to MFAT's satisfaction:
 - a. by the specified due dates and in accordance with the key requirements (if any) to be met for that Output as specified in the relevant Costed Workplan or this Arrangement and as may be notified by MFAT from time to time in its sole discretion;
 - b. with due care, skill and diligence, to the appropriate professional standard, in accordance with best practice and to the standards and quality required by MFAT from time to time; and
 - c. within the Maximum Funding Amount and in accordance with the relevant Costed Workplan.
- 2.4 The Recipient must:
 - a. apply the Funding in accordance with this Arrangement and the Costed Workplan and for the purpose of implementing the Activity and delivering the Outputs;
 - b. ensure that its Personnel have the necessary skills, experience, training and resources to successfully implement the Activity and deliver the Outputs;
 - c. ensure that its Personnel and Subcontractors obtain (and continue to hold) all necessary visas; and
 - d. provide all equipment and resources necessary to successfully implement the Activity and deliver the Outputs.

- 2.5 The Recipient warrants that:
- a. all written representations and statements made by the Recipient provided to MFAT (including in any proposal) regarding the Recipient's or its Personnel's skills, experience and expertise and the functions, quality and performance were when given and remain true and correct in all material respects, do not omit any material matter, and were not likely to mislead or deceive MFAT as to any material matter;
 - b. it has and will maintain all the regulatory licences, permits or other authorisations necessary to implement the Activity and deliver the Outputs and carry out all other activities as contemplated by this Arrangement;
 - c. reports produced by the Recipient are factually correct, accurate and truthful in every material respect and will not contain false information or be ambiguous or misleading;
 - d. it will comply with all applicable laws and regulations; and
 - e. each such warranty will be deemed repeated continuously by the Recipient during the length of this Arrangement.
- 2.6 Within five Business Days of any significant actual or anticipated issue being notified under clause 2.1 d, the Recipient will advise MFAT of the steps it plans to take to prevent or mitigate the impact of the issue on implementation of the Activity or the delivery of the Outputs, and the Recipient will implement any such additional reasonable steps as MFAT requests.
- 2.7 The Recipient acknowledges that it is receiving public funds from the New Zealand Government and undertakes to assist MFAT by ensuring that transparent, efficient and effective financial and operational processes are used to manage the Arrangement.
- 2.8 The Recipient will not at any time do anything that is likely to adversely affect the reputation, good standing or goodwill of MFAT or the New Zealand Aid Programme.
- 2.9 The Recipient, its Personnel and Subcontractors will act in accordance with the standards of integrity and conduct set out in the WCPFC Staff Regulations.
- 2.10 For the avoidance of doubt, the Recipient, its Personnel and Subcontractors have no diplomatic immunity arising out of this Arrangement or as a result of the implementation of the Activity and delivery of the Outputs under this Arrangement.
- 2.11 If the Recipient is at MFAT's premises, the Recipient must observe MFAT's policies and procedures, including those relating to health and safety, and security requirements. MFAT must tell the Recipient what the relevant policies and procedures are, and either give the Recipient a copy of them or provide an internet link.
- 2.12 The Recipient will:
- a. consult, cooperate and coordinate with MFAT with a view to ensuring that MFAT complies with its obligations under the Health and Safety at Work Act 2015 as they relate to this Arrangement;
 - b. perform its, and ensure that its Personnel perform their, obligations under this Arrangement in compliance with its health and safety policies and any applicable obligations;
 - c. comply with all reasonable directions of MFAT relating to health and safety;
 - d. report any health and safety incident, injury or near miss to MFAT relating to, or affecting, this Arrangement.
- 2.13 If the nature of the Activity requires it, the Recipient will implement the activity and deliver the Outputs in a manner that:
- a. is culturally appropriate for Maori, Pacific and other ethnic or indigenous groups;
 - b. respects the personal privacy and dignity of all participants and stakeholders; and
 - c. complies with all child protection laws (including the Vulnerable Children Act 2014 (NZ)) and any policies as notified to the Recipient by MFAT (that may include undertaking safety checks and/or providing information to MFAT to enable it to undertake or verify safety checks).

MFAT acknowledgment

- 2.14 The Recipient agrees to acknowledge the assistance and support of the New Zealand Aid Programme in any publicity material, media reporting and annual reports. In doing so the Recipient will make it clear that it is responsible for the implementation of the Activity.
- 2.15 Before using MFAT's and/or the New Zealand Aid Programme's name, logo design, or branding the Recipient will first obtain MFAT's written consent.

No endorsement

- 2.16 The fact that MFAT has entered into this Arrangement cannot be used by the Recipient as any form of endorsement by MFAT of the Recipient's organisation.

No commitments

- 2.17 The Recipient will not make any commitments on behalf of the New Zealand Government relating to the expenditure of New Zealand official development assistance or any other official New Zealand funds.

3 Claims and Funding

Payment

- 3.1 MFAT will make a Funding payment to the Recipient of an amount determined by MFAT in its discretion having regard to the factors set out in sections 3 and 6 of Schedule 1.
- 3.2 MFAT's obligation to make a Funding payment is subject to it having received a valid Claim from the Recipient and is subject to clause 2.2 (c) (relating to MFAT's discretion), clause 3.5 (relating to Government policy and appropriation) and clause 3.6 (relating to disputed Claims) and the other terms and clauses of this Arrangement.

Claims

- 3.3 To be valid, each Claim will contain:
- a. the Recipient's name and address;
 - b. MFAT's name and address and be marked for the attention of the person stated in Schedule 1;
 - c. reference this Arrangement;
 - d. the date on which the invoice was issued;
 - e. the Funding due, calculated correctly, in the currency stated in Schedule 1;
 - f. the Recipient's bank account details;
 - g. any of the Recipient's financial records MFAT reasonably requires that relate to the relevant Milestone; and
 - h. any other information reasonably required by MFAT.
- 3.4 If the Recipient is based in New Zealand and registered for GST (or required to be registered for GST), the Claim must also be compliant with Inland Revenue Department requirements and:
- a. be clearly marked 'tax invoice';
 - b. clearly show all additional GST due; and
 - c. contain the Recipient's GST number.
- 3.5 Any Funding under this Arrangement is subject to New Zealand Government policy and an appropriation by the New Zealand Parliament of sufficient funds for the type of activities provided for under this Arrangement.
- 3.6 If MFAT disputes a Claim, or any part of a Claim, that otherwise complies with this clause 3, MFAT will notify the Recipient as soon as reasonably practicable. MFAT may withhold payment of the disputed portion or any other amount due to the Recipient under this Arrangement until the dispute is resolved.
- 3.7 MFAT's payment of a Claim:
- a. does not mean that the Recipient is released or excused from any of its obligations at the time or in the future, and
 - b. does not prevent MFAT from exercising its rights resulting from any breach at a later time.
- 3.8 MFAT reserves its right to claim back any overpayments of Funding to the Recipient through a set-off against any other amount that MFAT owes the Recipient under any other arrangement or contract, or to withhold payment of the equivalent amount under this Arrangement. If there is no amount owed by MFAT, then the Recipient will refund to MFAT the amount paid in excess within 10 Business Days of MFAT's request for a refund.
- 3.9 Where a Recipient is New Zealand based and is seeking an exemption from GST for Funding sent to a partner organisation overseas, the Recipient will be bound by the following specific clauses of this Arrangement. The portion of Funds to be transferred to the partner overseas organisation will comply with the following clauses:

- a. the money is transferred outside New Zealand;
- b. the money is transferred to an overseas partner organisation that is operating overseas at the time the payment is received by them; and
- c. the money is used by the overseas partner organisation to acquire goods or services outside New Zealand.

Interest

- 3.10 The Recipient will apply any interest earned on the Funding to the Activity and record it as income in the reporting required by Schedule 1.

Audit

- 3.11 The Recipient will ensure that all Funding provided under this Arrangement is included in the Recipient's financial statements and covered by any audit or independent review of those statements. The Recipient's financial statements will include explicit reference to the total Funding received from the New Zealand Aid Programme. The Recipient will ensure that a copy of its financial statements, including any audit or independent review report and any management letter resulting from an audit or review, will be provided to MFAT within seven months of the end of the Recipient's financial year.
- 3.12 MFAT or its delegate may audit the Recipient in relation to its use of the Funding and performance of the Arrangement at any time and the Recipient will allow MFAT or its delegate to carry out such an audit and will cooperate with any on-site audit and investigations by making available all Records and accounts to MFAT or its delegate, including those relating to the Funding it has received under this Arrangement.

4 Arrangement management

Contract Manager

- 4.1 The persons named in Schedule 1 as the Contract Managers are responsible for managing the Arrangement, including:
- a. managing the relationship between the Parties in relation to this Arrangement;
 - b. overseeing the effective implementation of this Arrangement; and
 - c. acting as a first point of contact for any issues that arise.

Changing the Contract Manager

- 4.2 If a Party changes its Contract Manager, it will tell the other Party, in writing, the name and contact details of the replacement Contract Manager within five Business Days of the change.

5 Records and reports

Information and Records

- 5.1 The Recipient must:
- a. keep and maintain Records in accordance with prudent business practice and all applicable laws;
 - b. make sure the Records are easy to access; and
 - c. keep the Records safe.
- 5.2 The Recipient will give information to MFAT relating to the Activity/ Outputs that MFAT reasonably requests. All information provided by the Recipient must be in a format that is usable by MFAT and delivered within a reasonable time of the request.
- 5.3 The Recipient must cooperate with MFAT to provide information immediately if the information is required by MFAT to comply with an enquiry or MFAT's statutory, parliamentary or other reporting obligations.
- 5.4 The Recipient must make its Records available to MFAT or an MFAT designated party during the term of this Arrangement and for a minimum of seven years after the Arrangement End Date (unless already provided to MFAT).
- 5.5 The Recipient must make sure that Records provided by MFAT or created for MFAT are securely managed and where return is not required, securely destroyed.

Reports

- 5.6 The Recipient must prepare and provide to the MFAT Contract Manager the reports stated in Schedule 1. All reports must:
- be provided by the due dates stated in Schedule 1;
 - be in the format required by MFAT in Schedule 1 and include any other information reasonably requested by MFAT;
 - be presented in a manner that allows MFAT to easily and properly assess the Recipient's progress and the achievement of Outputs under this Arrangement; and
 - not incorporate any logo, representation or mark of MFAT or the New Zealand Aid Programme that may indicate that the Recipient is in any way related to, or connected with, the Recipient or the New Zealand Aid Programme; and
 - be in a form satisfactory to MFAT.
- 5.7 MFAT may from time to time request informal reports, updates or consultations on the Arrangement, the Activity or Outputs.
- 5.8 If MFAT requests the Recipient to do so, the Recipient will ensure the relevant New Zealand High Commission or Embassy is regularly updated on the progress of the Arrangement.

6 The Contractual Relationship

Nature of relationship

- 6.1 Nothing in this Arrangement constitutes a legal relationship between the Parties of partnership, joint venture, agency, or employment. The Recipient is responsible for the liability of its own, and its Personnel's, salary, wages, holiday or redundancy payments and any GST, corporate, personal and withholding taxes, ACC premiums or other levies attributable to the Recipient's business or the engagement of its Personnel.

Neither Party can represent the other

- 6.2 Neither Party has authority to bind or represent the other Party in any way or for any purpose.

No transfer of rights or obligations

- 6.3 The Recipient shall not assign or transfer any of its rights or obligations under this Arrangement, without the prior written consent of MFAT.
- 6.4 For the purposes of clause 6.3, a Change of Control of the Recipient shall be deemed an assignment by the Recipient and is prohibited without the prior written consent of MFAT.

7 Key Personnel

Use of Key Personnel

- 7.1 Where any Key Personnel have been identified in Schedule 1, the Recipient must use those Key Personnel to implement the Activity and deliver the Outputs. The Recipient must obtain MFAT's prior written approval if it wishes to change any key Personnel and ensure that the replacement has the same or materially similar skills, qualifications, expertise and experience as the Key Person to be replaced.

Removal

- 7.2 If, in the MFAT's sole opinion, a Key Personnel is:
- materially not performing in accordance with the terms of this Arrangement, MFAT may, by notice to the Recipient, require the Recipient to procure that the Key Person performs the relevant obligations within 10 Business Days, failing which MFAT may, by notice to the Recipient, require the Recipient to remove that Key Personnel; or
 - a material threat to the health, safety or security of the Personnel or property of MFAT, or has breached security or confidentiality requirements under this Arrangement, MFAT may, by notice to the Recipient, require the Recipient to remove that Key Personnel, and the Recipient will ensure the immediate removal of that Key Personnel.

Recipient responsible

- 7.3 The Recipient is solely responsible for the acts and omissions of its Personnel. Acceptance by MFAT of the Approved Personnel or any replacement does not relieve the Recipient from any obligation under this Arrangement.

8 Subcontracting

Rules about subcontracting

- 8.1 The Recipient may only subcontract the performance of any of its obligations under this Arrangement to Approved Subcontractors or other Subcontractors if done in accordance with this clause 8.

Approved Subcontractors

- 8.2 Where any Subcontractor(s) have been approved by MFAT in Schedule 1, the Recipient must use the Approved Subcontractor(s) identified in Schedule 1 in implementing the Activity and delivering the Outputs. The Recipient must obtain the MFAT's prior written approval if it wishes to change any Approved Subcontractor and ensure that the replacement has the same or materially similar skills, qualifications, expertise and experience as the Approved Subcontractor to be replaced.

The Recipient's responsibilities

- 8.3 The Recipient must use good procurement practice in purchasing goods (including any Assets) or subcontracting services under this Arrangement. Good procurement practice means acting with integrity, being open, fair and accountable and achieving value for money.
- 8.4 In addition to any Approved Subcontractors the Recipient may select other Subcontractors. In either case, the Recipient is responsible for selecting each Subcontractor and must ensure that each Subcontractor is creditworthy, qualified and has the necessary experience and skills to carry out the work
- 8.5 If the Recipient subcontracts any of its obligations under this Arrangement, the Recipient is, and will continue to be, fully responsible for:
- implementing the Activity and delivering the Outputs under this Arrangement; and
 - the acts and omissions of its Subcontractors which related to delivering the Outputs under this Arrangement.
- 8.6 The Recipient must ensure that each Subcontract contains obligations on the Subcontractor that are consistent with the relevant terms of this Arrangement, including in relation to clauses 2.1 (Both Parties obligations), 2.3 to 2.13 (Recipient's obligations), 5 (Records and Reports), 9 (Insurance and indemnity), 10 (Conflicts of Interest), 12 (Ending or suspending this Arrangement), 13 (Intellectual Property Rights), 14 (Confidential Information), 17 (Anti-corruption), 18 (Anti-terrorism), 19 (Assets) and the performance standards set out in Schedule 1.
- 8.7 If, in MFAT's sole opinion, a Subcontractor is:
- materially not performing in accordance with the terms of this Arrangement, MFAT may, by notice to the Recipient, require the Recipient to procure that the Subcontractor performs the relevant obligations within 10 Business Days, failing which MFAT may, by notice to the Recipient, require the Recipient to remove that Subcontractor; or
 - a material threat to the health, safety or security of the Personnel or property of MFAT, or has breached security or confidentiality requirements under this Arrangement, MFAT may, by notice to the Recipient, require the Recipient to remove that Subcontractor, and the Recipient will ensure the immediate removal of that Subcontractor.

9 Insurance and Indemnity

Insurance

- 9.1 It is the Recipient's responsibility to ensure its risks of doing business are adequately covered, whether by insurance or otherwise (except that insurance is specifically required under clause 19.6), including claims made after the completion of the Activity.
- 9.2 The Recipient will remain responsible for all public liability actions, claims, demands, liabilities, damages, costs and expenses owing to or brought by third parties:
- arising from, or in respect of personal injury to, or the death of any person, or loss of or damage to property caused by the Recipient or its Personnel in carrying out the Arrangement; or

- b. otherwise arising from the Recipient's performance of the Arrangement.
- 9.3 The Recipient will remain responsible in accordance with its contractual obligations, policies and procedures for all claims from its Personnel involved in carrying out this Arrangement including loss of life or accident, however caused, loss or damage to, or theft of, personal effects, including tools and equipment.

Indemnity

- 9.4 The Recipient indemnifies and holds harmless MFAT from and against all costs, claims, damages, losses, liabilities and expenses (including legal expenses on a solicitor client basis) suffered or incurred by MFAT as the result of, or in connection with, the Arrangement.

10 Conflicts of interest

Managing Conflicts of Interest

- 10.1 The Recipient warrants that, as at the Start Date:
- a. it has no Conflict of Interest in implementing the Activity, delivering the Outputs or entering into this Arrangement; or
 - b. a Conflict of Interest has been declared and the Parties have discussed, agreed and recorded in writing how it will be managed (provided the Conflict of Interest is one that can be managed).
- 10.2 The Recipient must do its best to avoid situations that may lead to a Conflict of Interest arising.

Obligation to notify

- 10.3 The Recipient must tell MFAT immediately, and in writing, if any Conflict of Interest arises in relation to the Arrangement. If a Conflict of Interest does arise the Parties must discuss, agree and record in writing where it can be managed and, if so, how it will be managed. Each Party must pay its own costs in relation to managing a Conflict of Interest.

11 Resolving disputes

Steps to resolving disputes

- 11.1 The Parties agree to use all reasonable endeavours to resolve any dispute or difference that may arise under this Arrangement. The following process will apply to disputes:
- a. A Party must promptly notify the other if it considers a matter is in dispute.
 - b. The Contract Managers will attempt to resolve the dispute through direct negotiation.
 - c. If the Contract Managers have not resolved the dispute within 10 Business Days of notification, they will refer it to the Parties' senior managers, or equivalent, for resolution.
 - d. If the senior managers, or equivalent, have not resolved the dispute within 10 Business Days of it being referred to them, the Parties will refer the dispute to mediation or some other form of alternative dispute resolution.
- 11.2 If a dispute is referred to mediation, the mediation will be conducted:
- a. by a single mediator agreed by the Parties or, if they cannot agree, appointed by the Chair of AMINZ (Arbitrators' and Mediators' Institute of New Zealand);
 - b. on the terms of the AMINZ standard mediation agreement or equivalent standard agreement provided by the mediator; and
 - c. at a fee to be determined by the mediator, such fee to be paid by the Parties in equal shares.
- 11.3 Each Party will pay its own costs of, and related to, mediation under this clause 11 or any alternative dispute resolution.

Obligations during a dispute

- 11.4 If there is a dispute, each Party will continue to perform its obligations under this Arrangement as far as practical given the nature of the dispute.

Taking court action

- 11.5 Each Party agrees not to start any court action in relation to a dispute until it has complied with the process described in this clause 11, unless court action is necessary to preserve a Party's rights.

12 Ending or suspending this Arrangement

Termination by MFAT

- 12.1 MFAT may terminate this Arrangement, in whole or in part:
- a. at any time by giving 20 Business Days' Notice to the Recipient; or
 - b. immediately by giving Notice to the Recipient if the termination is due to a change in New Zealand Government (or, where relevant, the partner government) policy or appropriation.
- 12.2 MFAT may terminate this Arrangement, in whole or in part, immediately, by giving Notice to the Recipient, if the Recipient:
- a. becomes bankrupt or insolvent;
 - b. has an administrator, receiver, liquidator, statutory manager, mortgagee's or chargee's agent appointed or otherwise becomes subject to any form of external administration;
 - c. ceases for any reason to continue in business or to implement the Activity;
 - d. is unable to implement the Activity or deliver the Outputs for a period of 20 Business Days or more due to an Extraordinary Event;
 - e. notwithstanding clause 12.2 (d), is unable to implement the Activity or deliver the Outputs during the period affected by an Extraordinary Event and MFAT, acting reasonably, requires the same during that period;
 - f. is in breach of any of its obligations under this Arrangement and the breach cannot be remedied in MFAT's opinion;
 - g. repeatedly fails to perform or comply with its obligations under this Arrangement whether those obligations are minor or significant;
 - h. does something, or fails to do something, that in MFAT's opinion results in damage to MFAT's reputation or business, or the reputation or business of the Crown;
 - i. if the Recipient assigns or transfers any of its rights or obligations under this Contract in breach of clause 6.3;
 - j. has a Conflict of Interest that in MFAT's opinion is so material as to impact adversely on the implementation of the Activity or delivery of the Outputs, MFAT or the Crown;
 - k. provides information to MFAT that is intentionally misleading or inaccurate in any material respect;
 - l. knowingly or unknowingly provides direct or indirect support or resources to organisations and/or individuals associated with terrorism, notwithstanding clause 18; and/or
 - m. is listed as an ineligible firm or individual by the World Bank - see <http://www.worldbank.org/>.

Termination if a breach has not been remedied

- 12.3 If a Party breaches any material term or clause of this Arrangement (Defaulting Party) and the breach is not remedied to the other Party's satisfaction within a reasonable period of time, then that Party may terminate this Arrangement, in whole or in part, by giving the Defaulting Party 10 Business Days' Notice.
- 12.4 If the Recipient breaches a material term or clause of the Arrangement:
- a. MFAT may withhold any payment of Funding due until the failure is remedied; and/or
 - b. if the failure is not remedied, MFAT may deduct a reasonable amount from any Funding due to reflect the reduced value of the Arrangement to MFAT; and/or
 - c. if the failure is not remedied, MFAT may require the return of any unspent Funds or the repayment of any Funds spent otherwise than in accordance with this Arrangement.
- 12.5 In the event that MFAT is dissatisfied as to the Recipient's ability to implement the Activity successfully, or the quality of outcomes or Outputs achieved, or the rate of progress being made, or any material aspect of the Activity implementation, operation or financial management of the Activity and or the Recipient itself, MFAT may terminate this Arrangement in whole or in part, by giving the Recipient 10 Business Days' notice in writing.

Recipient's obligations on termination or expiry of this Arrangement

- 12.6 In the event of termination, the Recipient will take immediate steps to bring its work related to the Arrangement to a close in a prompt and orderly manner, reduce expenditure to a minimum, and will deliver to MFAT, or its nominees, all documents, equipment and materials belonging to or provided by MFAT.

- 12.7 On termination or expiry of this Arrangement, the Recipient must, if requested by MFAT, immediately return or securely destroy all Confidential Information and other material or property belonging to MFAT.

Consequences of termination or expiry of this Arrangement

- 12.8 The termination or expiry of this Arrangement does not affect those rights of each Party which:
- a. accrued prior to the Arrangement End Date; or
 - b. relate to any breach or failure to perform an obligation under this Arrangement that arose prior to the Arrangement End Date.
- 12.9 If this Arrangement is terminated, MFAT will only be liable to pay Funding that is due for components of the Arrangement delivered before the Arrangement End Date.
- 12.10 On the termination or expiry of this Arrangement, the Recipient will immediately account for and refund to MFAT any unspent Funds that are not irrevocably committed to a third party.

Suspension of this Arrangement by MFAT

- 12.11 MFAT may, in its sole discretion, suspend this Arrangement, including the Activity and the Funding, in whole or in part at any time by giving Notice to the Recipient. The Notice will set out:
- a. what is being suspended; and
 - b. the likely duration of the suspension.
- 12.12 If this Arrangement is suspended, in whole or in part, under clause 12.11, the Recipient will immediately cease delivery of the Activity, to the extent stated in the Notice, or using or applying any Funding to affected Outputs (or part Outputs).
- 12.13 If this Arrangement has been suspended under clause 12.11, MFAT may at any time lift the suspension, in whole or in part, by giving not less than 10 Business Days' Notice to the Recipient. If the suspension is lifted, the Recipient will immediately resume implementation of the Activity and delivery of the Outputs.

13 Intellectual Property Rights

Ownership of Intellectual Property Rights

- 13.1 Pre-existing Intellectual Property Rights remain the property of their current owner.
- 13.2 New Intellectual Property Rights in the Outputs become MFAT property when they are created. MFAT grants to the Recipient a perpetual, non-exclusive, transferable, sub-licensable, worldwide and royalty-free licence to use, for any purpose, those Intellectual Property Rights. This licence includes the right to use, copy, modify, and distribute, any materials to which the licence relates
- 13.3 To the extent that Recipient or third party Intellectual Property Rights are incorporated into the Outputs or otherwise provided to MFAT by or on behalf of the Recipient, the Recipient grants to MFAT a perpetual, non-exclusive, transferable, sub-licensable, worldwide and royalty-free licence to use, for any purpose, those Intellectual Property Rights. This licence includes the right to use, copy, modify, and distribute, any materials to which the licence relates.
- 13.4 In exercising any rights under this clause, the Recipient, its Personnel and Subcontractors, and MFAT will comply with, and will not take any action that would be inconsistent with, the data confidentiality rules of the WCPFC.

Recipient warranties and indemnity

- 13.5 The Recipient warrants that it is legally entitled to do the things stated in clause 13.
- 13.6 The Recipient warrants that Pre-existing Intellectual Property Rights and New Intellectual Property Rights provided by the Recipient and incorporated in the Outputs do not infringe the Intellectual Property Rights of any third party.
- 13.7 The Recipient indemnifies MFAT in respect of any expenses, damage or liability incurred by MFAT in connection with any third party claim that the delivery of the Activity or Outputs, or MFAT's use of the Outputs, infringes a third party's rights. This indemnity is not subject to any limitation or cap on liability that may be stated elsewhere in this Arrangement.

14 Confidential Information

Protection of Confidential Information

- 14.1 Each Party confirms that it has adequate security measures to safeguard the other Party's Confidential Information from unauthorised access or use by third parties and that it will not use or disclose the other Party's Confidential Information to any person or organisation other than:
- a. to the extent that use or disclosure is necessary for the purposes of implementing the Activity and delivering the Outputs or, in the case of MFAT, using the Outputs;
 - b. if the other Party gives prior written approval to the use or disclosure;
 - c. if the use or disclosure is required by law (including under the Official Information Act 1982 (NZ)) or by any Public Service agency, Minister of the Crown or Parliamentary Office or body; or
 - d. in relation to the disclosure, if the information has already become public, other than through a breach of the obligation of confidentiality by one of the Parties.

Obligation to inform Personnel

- 14.2 Each Party will ensure that its Personnel:
- a. are aware of the confidentiality obligations in this Arrangement; and
 - b. do not use or disclose any of the other Party's Confidential Information except as allowed by this Arrangement.

15 Notices

Delivery of Notices

- 15.1 All Notices to a Party will be delivered by hand or sent by post, courier, fax or email to that Party's address for Notices stated in Schedule 1.
- 15.2 Notices will be signed or in the case of email sent by the appropriate manager or person having authority to do so.

Receipt of Notices

- 15.3 A Notice will be considered to be received if it is:
- a. delivered by hand, on the date it is delivered;
 - b. sent by post within New Zealand, on the third Business Day after the date it was sent;
 - c. sent by post internationally, on the 10th Business Day after the date it was sent;
 - d. sent by courier, on the date it is delivered;
 - e. sent by fax, on the sender receiving a fax machine report that it has been successfully sent; or
 - f. sent by email, at the time the email enters the Recipient's information system.
- 15.4 A notice received after 5pm on a Business Day, or on a day that is not a Business Day, will be considered to be received on the next Business Day.

16 Extraordinary Events

No fault if failure due to an Extraordinary Event

- 16.1 Neither Party will be liable to the other for any failure to perform its obligations under this Arrangement where the failure is due to an Extraordinary Event.

Obligations of the affected Party

- 16.2 A Party who wishes to claim suspension of its obligations due to an Extraordinary Event must notify the other Party as soon as reasonably possible. The Notice must state:
- a. the nature of the circumstances giving rise to the Extraordinary Event;
 - b. the extent of that Party's inability to perform under this Arrangement;
 - c. the likely duration of that non-performance; and

- d. what steps are being taken to minimise the impact of the Extraordinary Event on the implementation of the Activity and delivery of the Outputs.

17 Anti-corruption

No Fraudulent practice

- 17.1 Both Parties warrant that they shall not make, cause to be made, nor receive any offer, gift (over the value of NZ\$100), payment, consideration, inducement, reward or benefit of any kind, which would, or could be construed as an illegal, unethical, or Fraudulent Practice. Any such conduct may be grounds for immediate termination of this Arrangement and the other Party shall be entitled to recover any such amounts and take such other corrective action as the other Party deems appropriate.
- 17.2 Where either Party, or a Party's Personnel, is investigated for Fraud, or where there is a finding of Fraud against either Party or a Party's Personnel, or where a Party's Personnel is convicted of a serious criminal offence that brings that Party, or MFAT, into disrepute, or the nature of the conviction is incompatible with the objective(s) of the Arrangement, this event may be grounds for the other Party to immediately terminate this Arrangement by giving notice in writing to the other Party.

Notification and investigation

- 17.3 The Recipient undertakes to immediately report to MFAT all suspected or detected Fraud and consult with MFAT before the matter is referred to police. MFAT reserves the right to investigate cases of suspected or detected Fraud.

18 Anti-terrorism

- 18.1 The Recipient must use its best endeavours to ensure that Funds provided under this Arrangement do not provide direct or indirect support or resources to organisations and/or individuals associated with terrorism. Certain organisations and/or individuals listed on the New Zealand Police website are designated by New Zealand as terrorists.⁴ If the Recipient discovers any link whatsoever with any organisation or individual associated with terrorism it must inform MFAT immediately.

19 Assets and Inventories

Assets

- 19.1 Pre-existing Assets remain the property of their current owner.
- 19.2 MFAT will not own any Assets purchased under this Arrangement.
- 19.3 At the end of the Arrangement, at the option of MFAT, the Assets will either be gifted and transferred to the relevant partner organisation or if directed by MFAT, sold, with the proceeds returned to MFAT.
- 19.4 The Recipient acknowledges that MFAT has no responsibility for:
- the condition of the Assets at the time of gifting and transfer or sale; and
 - any costs that may be associated with the gifting and transfer or sale of the Assets (such as any tax costs or gift duty).
- 19.5 The Recipient will create and maintain an Asset Register for all Assets. The Asset Register will be updated on a regular basis and, where appropriate, will include financial information relating to the depreciation in financial value of applicable Assets.
- 19.6 The Recipient will ensure there is sufficient insurance against loss or damage, for all Assets until the Assets are disposed of in accordance with clause 19.3.
- 19.7 The Recipient will undertake all necessary or appropriate maintenance of Assets to ensure all Assets are available for use during the term of this Arrangement.

Inventories

- 19.8 Pre-existing Inventories, unless otherwise agreed, remain the property of their current owner.

⁴ See <http://www.police.govt.nz/service/counterterrorism/designated-terrorists.html>.

- 19.9 The Parties agree that at the end of the Funding Arrangement, any Inventories which have not been exhausted by the Recipient during the Activity that:
- a. remain in usable condition will be legally transferred to the relevant partner organisation.
 - b. are not in a usable condition will be lawfully and appropriately disposed of by the Recipient.
- 19.10 The Recipient will keep proper records of all Inventories it creates or purchases under this Funding Arrangement and will report to MFAT in its Activity reporting under that Funding Arrangement on the Inventories including their use and distribution.
- 19.11 MFAT has no responsibility for the condition, use, distribution or disposal of Inventories at any time.
- 19.12 The Recipient will ensure there is sufficient insurance against loss or damage for all Inventories until the Inventories are disposed of under clause 19.9.

20 Variations

- 20.1 Any change to this Arrangement must be recorded between the Parties in writing.

21 General

Entire Arrangement

- 21.1 This Arrangement records everything agreed between the Parties in relation to the Arrangement. It replaces any previous communications, negotiations, arrangements or agreements that the Parties had with each other in relation to the Arrangement before this Arrangement was signed, whether they were verbal or in writing.

Waiver

- 21.2 If a Party breaches this Arrangement and the other Party does not immediately enforce its rights resulting from the breach that:
- a. does not mean that the Party in breach is released or excused from its obligation to perform the obligation at the time or in the future; and
 - b. does not prevent the other Party from exercising its rights resulting from the breach at a later time.

Enforceability

- 21.3 If any provision in this Arrangement is lawfully held to be illegal, unenforceable or invalid, that provision will be deemed to be deleted and will not affect the legality, enforceability or validity of the rest of this Arrangement.

No intention to confer benefits on other people

- 21.4 Nothing in this Arrangement is intended to confer any enforceable rights or benefits on any person who may benefit from this Arrangement, or anyone other than MFAT and the Recipient, either under the Contracts (Privity) Act 1982 (NZ) or otherwise.

Publication of information about this Arrangement

- 21.5 The Recipient may disclose the existence of this Arrangement but must obtain MFAT's prior written approval before making reference to the New Zealand Aid Programme, MFAT or this Arrangement in its publications, public statements, promotional material or promotional activities about this Arrangement.
- 21.6 Each Party undertakes not to post on websites, social networking sites or publicly display objectionable or derogatory comments about the Outputs, this Arrangement, each other, or any of its Personnel and to ensure that its Personnel do not do so.

Non-solicitation

- 21.7 During the term of this Arrangement and for a period of six months after the End Date neither Party shall, without the other's written consent, deliberately solicit for employment or hire any person who is or has been employed by the other and involved in the delivery of the Services. This does not apply where a person has responded to a publically advertised vacancy.

Signing the Arrangement

- 21.8 The date of execution is the date this Arrangement is signed. This Arrangement may be executed in any number of counterparts (including any facsimile or scanned PDF counterpart), each of which shall be

deemed an original, but all of which together shall constitute the same instrument. No counterpart shall be effective until each Party has executed at least one counterpart. If this Arrangement is signed on two separate dates, the date of execution is the later of the two dates.

Clauses that remain in force

21.9 The clauses that by their nature should remain in force on expiry or termination of this Arrangement do so, including clauses 3.12 (Audit), 5 (Records and Reports), 6 (Insurance and Indemnity), 11 (Resolving Disputes), 12 (Ending or suspending this Arrangement), 13 (Intellectual Property Rights), 14 (Confidential Information), 18 (Anti-Terrorism), 21 (General) and 0 (Interpretation and definitions).

Governing law, currency and time

21.10 This Arrangement will be governed and interpreted in accordance with the laws of New Zealand and subject to the exclusive jurisdiction of New Zealand courts. All money is in New Zealand dollars unless Schedule 1 specifies a different currency. Dates and times are New Zealand time.

22 Interpretation and definitions

22.1 In this Arrangement, unless the context otherwise requires:

- a. the headings to clauses are inserted for convenience only and will be ignored in interpreting this Arrangement;
- b. the word "including" and other similar words do not imply any limitation;
- c. a person includes any company or body of persons (incorporated or not);
- d. the plural includes the singular and vice versa; and
- e. a reference to a statute includes any legislative instrument or other subordinate legislation made under it and amendments to or replacement of any of them from time to time.

22.2 When used in this Arrangement the following terms have the meaning beside them.

Activity The activity described in Schedule 1, but when used in the context of the Recipient's obligations, the term is limited to the aspects of the Activity for which the Recipient is responsible as stated in Schedule 1.

Annexure An attachment to this Arrangement with the title 'Annexure'.

Approved Personnel A person who is engaged by the Recipient to assist it implement the Activity and deliver the Outputs and is named in Schedule 1.

Approved Subcontractor A Subcontractor who is engaged by the Recipient to assist it implement the Activity and deliver the Outputs and is named in Schedule 1.

Arrangement The legal agreement between MFAT and the Recipient that comprises pages 1 and 2, Schedule 1, this Schedule 2, any Annexure/s and any variation.

Asset All tangible items of property, plant, equipment which are created or purchased in pursuit of the Activity, with an individual value of over NZ\$1,000 and whose economic benefits or service potential is expected to be used over more than one reporting period during this Arrangement or beyond.

Asset Register A record of all Assets that will include:

- a. each individual Asset;
- b. purchase price;
- c. date of purchase; and
- d. location held.

Business Day A day when most businesses are open for business in New Zealand. It excludes Saturday, Sunday and public holidays. A Business Day starts at 8.30am and ends at 5pm.

Change of Control In relation to a person (the "first person"), where a person acquires Control of the first person or where a person who Controls the first person ceases to do so

Claim A claim for Funding submitted by the Recipient under this Arrangement in accordance with clause 3.3 of Schedule 2.

Confidential Information Information that:

- a. is by its nature confidential;
- b. is marked by either Party as 'confidential', 'in confidence', 'restricted' or 'commercial in confidence';

- c. is provided by either Partner, or a third party 'in confidence';
- d. either Party knows or reasonably ought to know is confidential.

Conflict of Interest A conflict of interest arises if a Party or its Personnel's personal or business interests or obligations do or could conflict or be perceived to conflict with its obligations under this Arrangement. It means that its independence, objectivity or impartiality can be called into question. A conflict of interest may be:

- a. actual: where the conflict currently exists;
- b. potential: where the conflict is about to happen, or could happen; or
- c. perceived: where other people may reasonably think that a person is compromised.

Contract Manager The person named in Schedule 1 as the Contract Manager. Their responsibilities are listed in clause 4.1.

Control In relation to a person (the first person), means the ability of a person (the second person) to ensure that the activities and business of the first person are conducted in accordance with the wishes of the second person, whether through ownership of voting shares, contract or otherwise. Without limitation, the direct or indirect beneficial ownership of more than 50% of the voting shares of a person is deemed to constitute Control.

Costed Workplan Any workplan costed by outputs relating to this Arrangement that is submitted by the Recipient to, and approved in writing by, MFAT, as amended from time to time.

Crown MFAT also described as the Sovereign Her Majesty the Queen in right of New Zealand and includes a Minister, a government department and an Office of Parliament, but does not include a Crown entity, or state owned enterprise named in Schedule 1 of the State-Owned Enterprises Act 1986.

End Date The earlier of the date this Arrangement is due to end as stated in Schedule 1, the date of termination as set out in a Notice of termination or any other date specified between the Parties as the date on which the Arrangement is to end.

Extraordinary Event An event that is beyond the reasonable control of the Party immediately affected by the event. An Extraordinary Event does not include any risk or event that the Party claiming could have prevented or overcome by taking reasonable care. Examples include:

- a. acts of God, lightning strikes, earthquakes, tsunamis, volcanic eruptions, floods, storms, explosions, fires, pandemics and any natural disaster;
- b. acts of war (whether declared or not), invasion, actions of foreign enemies, military mobilisation, requisition or embargo;
- c. acts of public enemies, terrorism, riots, civil commotion, malicious damage, sabotage, rebellion, insurrection, revolution or military usurped power or civil war; and
- d. contamination by radioactivity from nuclear substances or germ warfare or any other such hazardous properties.

Fraud A deliberate deceit by Personnel, undertaken in order to obtain a benefit for themselves and/or someone else. This includes such acts as theft, conspiracy, bribery, corruption, misappropriation, falsification of documents, non-authorised release of information, collusion and influencing decisions that will result in a personal benefit.

Fraudulent Practice has a corresponding meaning.

Funding An amount that is equal to some or all of the Maximum Funding Amount, and **Fund** and **Funds** have a corresponding meaning.

GST The goods and services tax payable in accordance with the Goods and Services Tax Act 1985 (NZ).

Intellectual Property Rights All intellectual property rights and interests, including copyright, and all rights conferred under statute, common law or equity in relation to inventions (including patents), trademarks, designs, circuit layouts, domain names, rights in databases, confidential information, trade secrets, know-how, and all other proprietary rights, whether registered or unregistered, and all equivalent rights and forms of protection anywhere in the world, together with all right, interest or licence in or to any of the foregoing.

Inventories Any materials or supplies which are created or purchased in pursuit of the Activity and are intended to be consumed, sold or distributed under the Activity.

Maximum Funding Amount The maximum amount payable by MFAT to the Recipient under or in connection with this Arrangement as stated in Schedule 1.

Milestone Each of the Outputs and events recorded as milestones in the table in section 5 of Schedule 1.

New Intellectual Property Rights Any Intellectual Property Rights that are developed, commissioned or created under or in connection with this Arrangement (including those incorporated into the Outputs).

Notice A formal or legal communication from one Party to the other that meets the requirements of clause 15 (Notices).

Outputs The products (including reports), tasks and key requirements that the Recipient will perform or deliver under this Arrangement as set out in Schedule 1.

Party MFAT and the Recipient are each a Party to this Arrangement and together are the Parties.

Personnel All individuals engaged by either Party in relation to this Arrangement or the implementation of the Activity or delivery of Outputs, included any Approved Personnel, but excluding any Subcontractors.

Pre-existing Intellectual Property Rights Intellectual Property Rights developed before the date of this Arrangement or outside the scope of this Arrangement. It does not cover later modifications, adaptations or additions.

Public Service agency Any New Zealand Government department that is subject to the State Sector Act 1988 (NZ).

Records All information and data relating to the management of this Arrangement, implementation of the Activity and the delivery of Outputs. Records, include reports, Claims, letters, emails, notes of meetings, photographs and other media recordings. Records can be hard copies or soft copies stored electronically.

Results Framework A results framework relating to this Arrangement that is submitted by the Recipient to, and approved in writing by, MFAT (following any iterations of a revised Results Framework due under this Arrangement, MFAT will email the final version to the Recipient confirming that it is the version for use).

Start Date The date this Arrangement starts as stated in Schedule 1.

Subcontractor A person, business, company or organisation contracted by the Recipient to deliver or perform part of the Recipient's obligations under this Arrangement.