

CONVENTION ON WETLANDS (Ramsar, Iran, 1971)
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Nagao Wetland Fund (NWF)

Section C: Project Contract Form

Grant Agreement Nr. XXX
of xxx 2023
concerning the project proposal: ---- of “date”

The Secretariat of the Convention on Wetlands, hosted by IUCN, International Union for Conservation of Nature and Natural Resources (“IUCN”), Rue Mauverney 28, 1196 Gland, Switzerland (hereinafter referred to as “the Secretariat”).

and

Grant Recipient (hereinafter referred to as “XXX”).

The Nagao Wetland Fund has approved a grant of **USD xxxxxx** in support of the project and budget referred to above for the period covering from Day/Month/Year to Day/Month/Year, which may be extended by the mutual agreement.

The following terms and conditions apply to the use of the Nagao Wetland Fund:

1. 35% of the total approved grant (**USD xxxxxx**) will be transferred after receipt of the countersigned copy of this letter and the first invoice by the Secretariat. The second payment of 35% of the total approved budget will be transferred after, (i) a timely submission of the progress report and the second invoice and, (ii) approval of report and the second invoice by the Secretariat (Date of Progress Report Submission: Day/Month/Year). The remaining 30% of the total approved budget will be transferred after, (i) a timely submission of the final report and the third invoice and, (ii) approval of report and the third invoice by the Secretariat (Date of Final Report Submission: Day/Month/Year). To facilitate transfer of the payment, please indicate on the countersigned copy of this contract the full name and details of the organization to which payment will be sent (including its address, telephone/telefax, e-mail). Please provide the payment details related to bank account where the funds can be deposited.
2. The progress and final report should have a signed endorsement from the head of the Administrative Authority or the National Focal Point of the Convention on Wetlands.
3. Under the Secretariat’s *Operational Guidelines for the Nagao Wetland Fund (NWF)*, 2023, NWF funds and interest earned thereon may be expended only for the purposes stated in the present letter, and it is understood that these grant funds will be used for such

purposes in accordance with the approved budget. Any interest earned on the grant shall be added to the budget total and accounted for.

4. All the conditions described in the *Operational Guidelines for the Nagao Wetland Fund 2023* apply to this contract. Under the terms of this grant, no additional administration costs may be deducted for this project.
5. Any substantial variations in project implementation as set out in the approved project proposal and budget, including changes to the timing of expenditures or changes in activities or use of the budget affecting more than 10% of any budget line, should be submitted in writing to the Secretariat for prior approval.
6. Whilst this project may form part of a larger project with funding from other sources, the specific work to be undertaken as annexed to this contract should not have duplicate funding from other sources. Should this project have such duplicate funding, the project proponents are required to declare this to the Secretariat and to return to the Secretariat the portion or all funds provided under this grant which have also received funding from other sources.
7. NWF funds may not be used by the implementing organization or any other body to carry out any activities that may adversely affect the ecological character of the wetland(s) involved, or otherwise contravene any of the applicable articles of the Convention on Wetlands.
8. Attention is drawn to the fact that the project may be cancelled by mutual agreement between the Nagao Natural Environment Foundation (NEF) as a donor and the Secretariat if the work is not completed or a satisfactory Progress and Final Report is not received in line with the schedule/deadlines approved in this contract. In case of cancellation of the project, restitution of the funds will be discussed and agreed among the NEF, the Secretariat and the Grant Recipient.
9. These reports should contain a detailed financial statement which reflects expenditures of the grant funds, according to the categories of the approved budget, as of the end of the period covered by the report. The final report should be accompanied by a vlog, photographs and similar other materials illustrating the key activities undertaken. The Grant Recipient is obliged to keep copies of all invoices, contract and receipts for 10 years, as required by the Swiss law.
10. Any unused funds by the end of the project period shall be identified in the financial statement accompanying the final report. The Secretariat will decide on how to best use those funds.
11. The Secretariat, in agreement with the Administrative Authority of the Convention, shall be allowed to visit, with financial support from the NEF, the project site and/or the project implementing agency or agencies, and/or to designate one of its partner organizations or collaborators to do so on its behalf, in order to have a first-hand appraisal of the progress made during implementation and/or the results obtained after completion of the project. It is agreed that said staff will be given full cooperation during

their visit, allowing them free access to sites and premises, as well as to any documents relevant to the project.

12. The Secretariat will include information on this grant in its periodic reports and may also refer to the grant in a press release or in any other social media platforms.
13. A copy of all output and awareness materials produced wholly or partly with the NWF fund such as scientific reports, publications, videos, brochures, and pamphlets should be submitted to the Secretariat along with the final report. For digital publications like blog or websites, a link can be provided. Such materials should include an appropriate acknowledgement of the support from the NWF.
14. The recipient of the NWF grant acknowledges its willingness to mark the name and logo of the Convention on Wetlands and the NEF in all equipment and all products obtained through the support of the NWF.
15. The Secretariat and the Administrative Authority of the Convention reserve the right to use the publications and materials generated through this financing in the way they consider proper to strengthen the implementation of the Convention and to advance the interests of conservation of wetlands and other natural resources at the local, national and international levels, provided that any such use shall clearly acknowledge the Convention on Wetlands' funding and role in carrying out this project. The copyright of all products and materials produced wholly or in part under this grant belongs to the Secretariat. However, Grant Recipient shall be free to use the products and materials for non-commercial purposes, to benefit the conservation of wetlands, without seeking the consent of the Secretariat. Grant Recipient shall require the prior written approval of the Secretariat before any modification or commercial use. Electronic versions of all such modified products and materials must be supplied to the Secretariat.
16. The Grant Recipient shall comply with the terms of IUCN's Code of Conduct and Professional Ethics for the Secretariat, available at https://www.iucn.org/downloads/code_of_conduct_and_professional_ethics.pdf, which by signing of this Agreement, the Grant recipient confirms it has reviewed and accepted.
17. The Grant Recipient shall comply with the standards of conduct set forth in IUCN's Anti-fraud Policy available at https://www.iucn.org/downloads/anti_fraud_policy.pdf, which by signing of this Agreement, the Grant recipient confirmed it has reviewed and accepted.
18. The Grant Recipient shall comply with the principles and standards of protection equivalent to those stipulated in the Non-Discrimination and policy on the protection from sexual exploitation, sexual abuse and sexual harassment (SEAH Policy) available at https://www.iucn.org/sites/dev/files/seah_revised_version_2020apr27.pdf.
19. The Grant Recipient shall process any personal data exchanged in the implementation of this Agreement in compliance with the principles of Regulation (EU) 2016/679 of the European Parliament on the matter of Personal Data Protection. Personal Data is any information relating to an identified or identifiable individual. The Grant Recipient

shall promptly, and in any case within forty-eight (48) hours inform Secretariat through the online form located at (<https://portals.iucn.org/dataprotection/requestform>), if it determines and/or discloses to a competent public authority and/or affected data subjects that a Personal Data breach has occurred.

20. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement. The Secretariat and the Grand Recipient agree that the signed counterparts may be delivered by e-mail in a ".pdf" format data file or electronic signature (e.g., DocuSign or similar electronic signature technology) and thereafter maintained in electronic form, and that in this case such signature shall create a valid and binding obligation of the party executing with the same force and effect as if such ".pdf" or electronic signature page were an original thereof.
21. This contract is governed by Swiss law.

On behalf of the Convention on Wetlands, let me extend every good wish for the success of this endeavour.

Yours sincerely,

Dr. Musonda Mumba
Secretary General,
Secretariat of the Convention on Wetlands

If you agree to the terms and conditions, and timing set out above then kindly confirm your agreement of the contents of this contract by counter-signing and initialling each page of one copy of this contract and returning them to the Secretariat by electronic means. You should countersign and retain one copy of this contract and project document.

ACCEPTED AND AGREED:

Name of the recipient agency/organization: _____
Represented by: _____
Title: _____
Date: _____

Attachments: NWF Operational Guidelines, Sections E & F.

The full Operational Guidelines are available from the Asia-Oceania Team at the Secretariat of the Convention on Wetlands (email: asia.oceania@ramsar.org)

PAYMENT SHOULD BE DIRECTED TO:

Name of Agency/Organization: _____
Name and title of Officer responsible for the NWF grant: _____
Address: _____
Telephone: _____
Email: _____
Complete name of bank and/or branch: _____
Address of bank and/or branch: _____
Bank account in name of: _____
Bank account number: _____
SWIFT CODE: _____
IBAN: _____

Seal and signature of the recipient agency/organization:

Signature

Seal

Date