SMALL-SCALE FUNDING AGREEMENT

BETWEEN

Secretariat of the Convention on Biological Diversity (hereinafter referred to as “SCBD”) having its office at 413 Rue Saint-Jacques #800, Montréal, QC, Canada, H2Y 1N9 and administered by the United Nations Environment Programme

AND

Marine Ecosystems Protected Areas Trust (hereinafter referred to as “MEPA Trust”), a non-for-profit organization having its office at #1 Victoria Botanical Gardens, Factory Road, P.O. Box W693, St. John’s, Antigua.

MEPA Trust is a non-profit organization that was established with GEF support as a sustainable financing solution for environmental management in Antigua, in particular to support community and local area initiatives. The Trust brings together experts with years of experience successfully administering community grants through the GEF Small Grants Programme and other funding sources, and its priority is addressing capacity building needs and mainstreaming activities with national policy and priorities, including the National Biodiversity Strategy and Action Plan ("NBSAP"). The MEPA Trust is well suited to hosting inter-sectoral dialogues and for mainstreaming national priorities in local-level projects and initiatives and is well-placed to carry out the work that it intends to undertake.

The SCBD and MEPA Trust, (collectively, “the Parties”) agree, to co-operate with respect to the project/programme/activity entitled “Biodiversity is our Business” - Antigua and Barbuda Japan Biodiversity Fund Pilot Project for NBSAP Support in Antigua and Barbuda.

1. Project/Programme objectives to which the small-scale funding contributes:
   - The revision and implementation of NBSAPs

2. Activity or activities to be carried out with the support of the small-scale funding:
   - See project document attached as Annex 1

3. The expected results/outputs to be achieved are presented in Annex 2 of this document.

4. Starting and ending dates for implementation of the activities: 22 June, 2016 – 31 May, 2017

5. SCBD shall provide MEPA Trust with funds up to a maximum amount of US$180,000. The resources provided by SCBD will only be used by MEPA Trust in pursuit of the project objectives and for the activities to achieve the results as agreed to in 1-3 above. Funds will be made available in four instalments as indicated in Annex 3 and upon receipt of a payment request in USD.

6. Funds budgeted for contingent expenses/unforeseen will only be used with consent from SCBD.

[Signature]
The funds shall be deposited in:

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<td>100 SE, 2nd Street</td>
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<td></td>
<td>Miami, Florida 33131, USA</td>
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<td>FFC</td>
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<td></td>
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<td></td>
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<td>Account #</td>
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<tr>
<td>Account Name:</td>
<td>Marine Ecosystems</td>
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<tr>
<td>Protected Area Trust Inc</td>
<td></td>
</tr>
<tr>
<td>Address:</td>
<td>#1 Victoria Botanical Gardens</td>
</tr>
<tr>
<td></td>
<td>St. John's</td>
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<tr>
<td></td>
<td>Antigua</td>
</tr>
</tbody>
</table>

Signatories:
Gary Gore – Chairman –
garygore@groupgts.com
Ruth Spencer – Vice Chairman –
ruthspencer5@gmail.com
Natalya Lawrence – Treasurer –
skn_h@yahoo.com

7. Within two (2) months upon expiry of this Agreement, MEPA Trust shall refund to SCBD any unspent balance of the above funds.

8. SCBD and MEPA Trust will cooperate to monitor the progress of this project. MEPA Trust shall submit to SCBD, substantive progress reports, financial reports and a final report as detailed in the Payment plan (Annex 3) and Timetable (Annex 4).

9. Financial records:
   a. MEPA Trust shall submit financial statements on the use of funds provided, as per SCBD’s required format and within the agreed timeframe.
   b. MEPA Trust shall keep accurate and up-to-date records and documents in respect of all expenditures incurred with the funds made available by SCBD under this Agreement, to ensure that all expenditures are in conformity with the provisions of this Agreement and its annexes thereto.
   c. Upon completion of the Project/or Termination of this Agreement, MEPA Trust shall maintain the records for a period of at least 3 years unless otherwise agreed upon between the Parties.
d. SCBD has the right, to have the records of MEPA Trust related to this cooperation reviewed and audited.

10. Intellectual property and the use of logo:

a. MEPA Trust shall consult with SCBD regarding any intellectual property rights that may arise from the implementation of the Project activities.

b. MEPA Trust shall use the SCBD name, logo and emblem on project outputs as mentioned in the Project Document.

c. MEPA Trust shall not use the SCBD name, logo and emblem on any other outputs without the prior written consent of SCBD.

d. In no event will authorization of the SCBD name or emblem, or any abbreviation thereof, be granted for commercial purposes.

e. MEPA Trust shall recognize the contribution of the Japan Biodiversity Fund, and use the JBF logo in publications and documents related to the project, as well as in presentations, fliers and banners for meetings, where appropriate.

11. This Agreement can only be changed through an agreed modification in writing, signed by both Parties.

12. Either party may terminate this Agreement upon serving a written notice to the other party at least two (2) months prior to such termination. Any termination shall be without prejudice to the orderly completion of any ongoing activity, and any other rights and obligations of the Parties accrued prior to the date of termination under this Agreement.

13. MEPA Trust shall comply with all the above-mentioned provisions and agrees that SCBD reserves the right to withhold any payment due to MEPA Trust non-compliance with any of the provisions mentioned hereinabove.

14. Any dispute arising out of or in connection with this Agreement shall be settled amicably between SCBD and MEPA Trust. Should attempts at amicable negotiation fail, any such dispute shall, upon request by either party, be referred to arbitration in accordance with the United Nations Commission on International Trade Law (UNCITRAL) arbitration rules. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

15. This Agreement shall enter into force upon signature by the Parties being effective from the date of the latest signature, and shall remain valid for a period of up to twelve (12) months, unless terminated earlier pursuant to clause 13 above.

16. The Parties shall carry out their respective responsibilities in accordance with the provisions of the Agreement. The Parties shall determine and communicate to each other their respective focal points, having the responsibility for the Project implementation on its behalf.

17. Personnel:

a. MEPA Trust shall be solely and completely responsible and accountable for all services performed by its personnel, agents, employees, or contractors (hereinafter referred to as “Personnel”).

b. MEPA Trust shall be considered as having the legal status of an independent contractor. Personnel of MEPA Trust, its contractors or anyone else working for MEPA Trust in the execution of the Project or otherwise, are not employees of SCBD and are not covered by the privileges and immunities applying to SCBD and its staff pursuant to the Convention on the
Privileges and Immunities of the United Nations. SCBD shall not accept any liability for claims arising out of the activities performed under the Agreement, or any claims for death, bodily injury, disability, damage to property or other hazards that may be suffered by MEPA Trust Personnel as a result of their work pertaining to the activities under this Agreement.

c. MEPA Trust shall ensure that its personnel meet the highest standards of qualification and technical and professional competence necessary for the achievement of the objectives and results of the Project, and that decisions on employment related to the Project shall be free of discrimination of any nature. MEPA Trust shall ensure that all personnel are free from any conflicts of interest relating to the Project activities.

18. MEPA Trust shall not seek nor accept instructions regarding the activities under the present Agreement from any Government or other authority external to SCBD.

19. MEPA Trust shall refrain from any conduct that would adversely reflect on the United Nations and shall not engage in any activity which is incompatible with the aims and objectives of the United Nations or the mandate of SCBD.

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

21. This Agreement or its Annexes may be modified or amended only by written agreement between the Parties. The Annexes form an integral part of this Agreement.

22. List of Annexes:

1 Project Document
2 List of Outputs
3 Payment Plan
4 Timetable
5 Budget
6 Letter from Ministry

For the Secretariat of the Convention on Diversity
By: Braulio Ferreira de Souza Dias
   Executive Secretary
   Date: 23/06/2016

For MEPA Trust
By: Gary Gore
   Director
   Date: 23-06-2016