

## MEMORANDUM OF UNDERSTANDING

between

The INTERNATIONAL MARITIME ORGANIZATION

and

THE INDIAN OCEAN COMMISSION (IOC)

in respect of activities under the

GEF-UNDP-IMO GLOFOULING PARTNERSHIPS

1 This Memorandum of Understanding (MoU) is concluded between the International Maritime Organization (IMO), 4 Albert Embankment, London SE1 7SR, United Kingdom, and the Indian Ocean Commission (IOC), represented by XXXXXXXX, Blue Tower, 3rd floor, Ebène Mauritius. IMO and IOC are each referred to as “Party” and collectively as “Parties”.

### Objective

2 IMO wishes to promote the implementation of activities under the GEF-UNDP-IMO GloFouling Partnerships project and may delegate the responsibility for the management and execution at the national and regional levels of certain activities under this project. The terms of this MoU are in conformity with the purposes of IMO and IOC regarding cooperation for the effective implementation of IMO's global maritime standards and the marine environment strategies developed by IOC.

3 The present MoU aims at establishing the terms for financial arrangements and reporting obligations and for the management and execution of activities under the project that may be delegated to IOC.

4 IOC accepts such responsibility and agrees to manage, execute and complete the activities delegated in accordance with the provisions of this MoU and those set out in annex 1 of this MoU. Annex 1 forms an integral part of this MoU.

### Duties of the Parties

5 For the fulfilment of the objective:

.1 IOC will:

- .1 implement activities as Regional Coordinating Organization under the GloFouling Partnerships, as agreed with the GloFouling Partnerships Project Coordination Unit (GloFouling PCU) at IMO;
- .2 designate, after consultation with IMO, one of its officers (the IOC Focal Point) to co-ordinate the management and execution of activities under GloFouling Partnerships in accordance with the GEF-UNDP-IMO GloFouling Partnerships Project Document (UNDP PIMS No. 5775, GEFSEC ID 9605); and
- .3 observe the requirements set out in this MoU in respect of financial arrangements and reporting procedures as described in paragraphs 6 to 14 of this MoU.

.2 IMO, through the GloFouling PCU, will:

- .1 identify activities and notify IOC through an Activity Instruction submitted using the format available in annex 2, which forms an integral part of this MoU; and

- .2 provide technical support to the IOC Focal Point to facilitate the effective execution of the activities, as required.

### **Financial Arrangements**

6 Funding arrangements for each activity will be agreed between IMO and IOC in advance through the submission of an Activity Instruction. IOC will submit a budget to IMO at least 10 (ten) weeks before the activity.

7 An advance of 80% (eighty per cent) of the total activity funds will be transferred in United States Dollars (USD) upon receipt and acceptance by IMO of the activity budget submitted by IOC. The remaining 20% of the funds will be transferred, where necessary, upon submission by IOC of a financial report on the implementation of the activity satisfactory to IMO.

8 Any funds remaining with IOC after the conclusion of a specific activity conducted under this MoU will be refunded to IMO, unless agreed in writing by IMO that the funds can be applied to subsequent activities. Any funds not expended on activities conducted under this MoU, in addition to any interest earned on funds advanced by IMO, will be refunded to IMO.

### **Reporting Obligations**

9 IOC will, within 60 days of the conclusion of a specific activity, provide IMO with a final report of the expenditure incurred in relation to the activity. For the purpose of monitoring financial disbursements, the expenditure reports submitted by IOC should be certified, together with, where possible, the original bank statements, bank reconciliations and supporting receipts. Expenditure reports must be submitted in the format shown in the annex 3. The term certified means financial statements bearing the signatures of the member of staff compiling them, a senior expert of IOC and of a Director.

10 Expenditure incurred under this MoU will be subject to the Financial Regulations and Financial Rules of IMO. Officers empowered to approve disbursements must ensure that all payments for this activity are made only in respect of eligible expenditure. Eligible expenditure means expenditure in respect of the reasonable cost of services as indicated in the activity instruction form.

11 If IMO determines that any payment was made for an expenditure item which is not eligible for the specific activity or was not justified by the evidence furnished to IMO, IOC, upon receipt of notice from IMO, will provide additional evidence as IMO may specify, or refund IMO an amount equal to the amount of such payment.

12 IOC shall maintain copies of the records, accounts and financial statements referred to above to enable such periodic audits to be carried out, as IMO may propose, in accordance with auditing standards acceptable to the IMO.

13 In addition, IMO may from time to time request IOC to provide brief updates on the implementation progress of each activity.

### **Funding from ITCP programme activities with TC Funds and/or other donors**

14 Under the terms of this MoU, IOC may also be requested to manage and execute activities under the IMO Technical Co-operation Programme (ITCP) with funding from IMO's Technical Co-operation Fund. The ITCP may also include funds from donors who have contributed amounts to specific activities. These ITCP activities (which may have TC Funds, Donor Funds or both) will be considered ad-hoc events and will be clearly identified in advance.

For these activities, technical and financial reporting procedures will be agreed on a case-by-case basis, in accordance with the Activity Instruction submitted in writing.

### **Amendments**

15 This MoU will only be amended by agreement after mutual consent achieved by consultation and confirmation in writing reached between the Parties and only before the expiration of the MoU.

### **Entry into force and expiry of the Memorandum of Understanding**

16 This MoU will enter into force upon signature by the Parties hereto and will expire no later than 31 December 2023, or such other date as IMO and IOC may agree in writing according to paragraph 15 and 19.

### **Privileges and Immunities**

17 Nothing contained in this MoU shall constitute a waiver, express or implied, of any privilege or immunity which the Parties may enjoy, whether pursuant to the Convention on the Privileges and Immunities of the Specialized Agencies or any other convention or agreement, law, order or decree of international or national character.

### **Settlement of disputes**

18 Any dispute, controversy or claim between the Parties arising out of or relating to this MoU, unless settled amicably by direct negotiation between the Parties, shall be finally settled by arbitration in accordance with the United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules then pertaining. The place for arbitration shall be London, United Kingdom, and the language used in the arbitral proceedings shall be English.

### **Termination**

19 This Memorandum of Understanding may be terminated by either party by giving a minimum of sixty days' notice to the other Party. Any termination of this MoU under this paragraph, shall be without prejudice to the orderly completion of any ongoing collaborative activity. Upon termination of the MoU under this paragraph, IMO will pay IOC the accrued expenses incurred only for work actually performed prior to termination.

Done on the date of signature, in two originals in the English language, all texts being equally authentic.

Signed for and on behalf of IOC:

Signed for and on behalf of IMO:

\_\_\_\_\_  
**Signature**

**Name:** XXXXXXXX

**Title:** XXXXXXXX

\_\_\_\_\_  
**Signature**

**Name:** Hiroyuki Yamada

**Title:** Director, Marine Environment Division

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



## **ANNEX 1**

### **PROVISIONS FOR IMPLEMENTING ACTIVITIES UNDER THE MOU BETWEEN IMO AND IOC IN RESPECT OF ACTIVITIES UNDER THE GEF-UNDP-IMO GLOFOULING PARTNERSHIPS**

#### **General obligation**

1 IOC shall manage, execute, complete and report on the implementation and delivery of delegated activities under the GEF-UNDP-IMO GloFouling Partnerships in accordance with the provisions set out in this Annex.

#### **Terms of reference**

2 IOC shall carry out the following functions:

- .1 At all times liaise closely with the GloFouling PCU on the logistics, administrative, financial and technical aspects related to the management and execution of the activities delegated to IOC;
- .2 Prepare, coordinate and manage the delivery of the activities, including logistical aspects covering flights, venue and accommodation as needed, within the limits of the approved budgets and the envisaged timeframes;
- .3 Participate in missions, as appropriate, for the delivery of the activities which are approved in advance by the GloFouling PCU. On approval by the GloFouling PCU, the standard of official travel on mission of the IOC Focal Point responsible for the implementation of an activity shall be by air, economy class and by the most direct route. The IOC Focal Point shall also be paid a daily subsistence allowance (DSA), at the applicable UN rate, for each day spent away from his/her home on official IMO business;
- .4 Propose, for consideration by the GloFouling PCU, consultancy services as may be necessary to support the execution of a specific activity or activities, as well as the related Terms of Reference and the estimated costs thereof;
- .5 Following approval of the consultants by the GloFouling PCU, issue the appropriate contracts for the consultants covering, as necessary, fees, economy fare and most direct route air-tickets and appropriate DSA, at the applicable UN rate;
- .6 Coordinate and supervise the work to be carried out by the contracted consultants, ensure that their reports are prepared on completion of the work;
- .7 Consult the GloFouling PCU on the draft reports prepared by the consultant(s) before approval of the reports, and submit copies to the GloFouling PCU and, as required, to the members of IOC and participants;
- .8 Issue calls for nominations to participating countries and other relevant organizations to participate in a specific activity;
- .9 Consult the GloFouling PCU for consent on the content of the invitation letter and on Member States/Organizations to be invited before sending out invitation letters for a specific activity;

- .10 Clearly stipulate in the invitation letters any specific arrangements in relation to payments of DSA, at the applicable UN rate or air travel by the most economic and direct route;
- .11 Following the receipt of nominated participants to a specific activity, consult the GloFouling PCU for consent before confirming their participation;
- .12 Following the final selection of participants, issue to the participants economy fare and most direct route air-tickets and pay appropriate DSA, at the applicable UN rate and as per IMO travel regulations;
- .13 Ensure that at each specific activity, participants complete the IMO evaluation questionnaire, and submit the completed questionnaire to the GloFouling PCU;
- .14 Ensure that at each specific activity, a list of participants in the format required by the IMO and service in-kind information is provided to the GloFouling PCU;
- .15 Coordinate the preparation and finalization, following consultation of the GloFouling PCU, of the official reports of each specific activity, and submit final copies to the GloFouling PCU and, as appropriate, to Member States and relevant Organizations;
- .16 Assist the GloFouling PCU, consultants and/or participants attending a specific activity with the necessary travel and accommodation arrangements, e.g. ensuring relevant hotel bookings;
- .17 By mutual agreement between IMO and IOC, the IOC Focal Point shall also carry out any other relevant duties falling within the scope of his/her competence, which may arise during the course of his/her assignment; and
- .18 All communication between IOC and IMO shall be in English.

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**ANNEX 2**

**ACTIVITY INSTRUCTION FORM**

**Activity support under the MoU between IMO and IOC in respect of activities under the GEF-UNDP-IMO GloFouling Partnerships**

IOC is hereby requested to manage and execute the hereunder referenced activity, in compliance with the terms and provisions of the Memorandum of Understanding concluded between IMO and IOC in respect of activities under the GEF-UNDP-IMO GloFouling Partnerships Project and its Annex 1.

**A. Activity Reference**

<b>Activity reference name:</b>	XXXX
<b>Funding reference:</b>	XXXX

**B. Activity Description**

<i>1. Description</i>	
<i>2. Venue</i>	
<i>3. Dates</i>	
<i>4. Description of logistics</i>	
<i>5. Recipient countries and/or individuals</i>	
<i>6. Specific tasks for the activity</i>	i) ... ii) ... iii) ... iv) provide a financial reporting to IMO, as per the IMO-IOC MoU and this activity instruction form.
<i>7. Total funding</i>	XXXX (in US dollars)
<i>8. Eligible expenditure/costs</i>	i) ... ii) ... ...
<i>9. Expected output</i>	

**Date:**

**Signature/Name:**