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**IMPLEMENTING THE STRATEGIC ACTION PROGRAMME FOR THE YELLOW SEA LARGE MARINE ECOSYSTEM: RESTORING ECOSYSTEM GOODS AND SERVICES AND CONSOLIDATION OF A LONG-TERM REGIONAL ENVIRONMENTAL GOVERNANCE FRAMEWORK
(UNDP/GEF YSLME Phase II Project)**

UNDP/GEF/YS/MSTP/ICC.1/8

English only

1st Meeting of the Management, Science and Technical Panel (MSTP-1)

1st Meeting of the Interim Commission Council (ICC-1)

Koreana Hotel, Seoul, RO Korea, 11-3 July 2017

Implementation of Regional and Demonstration Activities of UNDP/GEF YSLME Phase II Project by SOA of PR China through Entering into A Project Cooperation Agreement (PCA) with UNOPS

1. This document has been prepared by the Secretariat.

Introduction

2. In the section on Management Arrangements of the Project Document, State Oceanic Administration (SOA) is recognized for having successfully implemented national UNDP-GEF projects in China with satisfactory implementation records as a national implementing partner and therefore will be engaged in the implementation of activities in this project. In the Project Document, the signatories (UNDP, UNOPS and SOA) further agrees that the scope of activities and the corresponding budget will be determined and approved by the Project Board within the first year of project start.
3. In UNOPS cooperative arrangements, national institutions can be engaged to implement project activities through a jointly signed Project Cooperation Agreement (PCA) to reflect national ownership, leadership and prioritization by national government. The guidance note and PCA template are attached as Annex I and II of this document.
4. Based on initial consultations between the Secretariat and Ministry of Oceans and Fisheries of RO Korea and State Oceanic Administration of PR China (SOA), and under the guidance of UNOPS, a list of activities and budget to be implemented by SOA under a PCA between SOA and UNOPS has been established. The list of activities and budget is attached as Annex III of this document.
5. It is envisaged that by signing of a PCA with UNOPS, SOA of PR China can take full responsibilities in implementing the activities listed in Annex III of the document to be paid by UNOPS upon delivery of agreed products and services in accordance with agreed budget and payment schedule specified in the PCA. The implementation of activities covered in Annex III is subject to consensus building on the terms of reference and methodologies among members of the respective Regional Working Groups.

Recommendation

6. The Secretariat recommends that:
 - a. the 1st Meeting of the YSLME Interim Commission Council:
 - i. approve the list of activities and budget to be implemented by SOA, as contained in the Annex III; and
 - ii. directs the Secretariat to urgently prepare and facilitate signing and implementation of the PCA.

COOPERATIVE ARRANGEMENTS

1. Definition

Cooperative Arrangements involve a national government collaborating with UNOPS in order to implement a particular project. The Arrangement will be derived from a pre-existing agreement between the two parties, such as a Memorandum of Understanding or Host Country Agreement, and will entail UNOPS agreeing to provide funds to the government to facilitate the project.

The Paris Declaration on Aid Effectiveness and the Accra Accord require the development community to recognize greater national ownership, leadership and prioritization by national governments. These principles have become central to the UN operational activities for development. Utilizing this type of agreement to implement such projects is one method by which this can be achieved.

2. Standard Template Agreement

A standard template is available for Cooperative Arrangements with a variety of optional clauses to allow for greater flexibility when dealing with government partners. Any divergence from these terms will require consultation with and approval from the Regional Legal Advisor.

3. Governments as Implementing Partners

Financial Regulation 1.01 defines an implementing partner as “...*the entity to which the Executive Director has entrusted implementation of activities specified in a project agreement along with the assumption of full or partial responsibility and accountability for the effective use of financial assets and the delivery of outputs, as set forth in such project agreement.*”

As such, the implementing partner will be accountable to UNOPS for use of the funds. UNOPS, as the contributing agency, remains accountable to the donor(s).

4. Distinguished from other forms of funds transfer

4.1 Distinguished from procurement activities

Procurement is defined in the Financial Regulations and Rules, Regulation 1.02:

*“**procurement** – the acquisition of property, plant and/or equipment, goods, works or services through purchase, hire, lease, rental or exchange from any source other than United Nations system organizations”* [emphasis added]

Similarly, the definition of procurement in section 1.3 of the Procurement Manual confirms that “*the scope of procurement is limited to commercial activities, and does not include Inter-Agency Agreements*”.

Although not explicitly mentioned in these definitions, Cooperative Arrangements are also not classed as procurement. The key difference is their principal purpose:

- For a procurement activity, this is the concrete acquisition, *in exchange for monetary consideration*, of services, goods and/or works for the benefit of UNOPS, its funding source or client. The end-product is usually documented in a contract or purchase order.

- In the case of Cooperative Arrangements, the principal purpose of the relationship between UNOPS and the implementing partner is *the transfer of funds that will be used to assist in the financing of an agreed specific public activity or program* (in line with the relevant project agreement). UNOPS is therefore engaging an implementing partner to pursue a formally agreed objective.

As such, the provisions of the Financial Rules and Regulations regarding procurement do not apply.

4.2 Distinguished from Grant support

An implementing partner under a Grant is usually a not-for-profit organization. Despite Grants and Cooperative Arrangements sharing many characteristics, the latter is considered the most appropriate modality for the transfer of funds to governments.

5. Considerations for Cooperative Arrangements

The Project Document upon which the Cooperative Arrangement is based will set out the terms of the relevant project, including the activities which are to be implemented using the financial contribution. This document should be attached to the agreement between UNOPS and the government.

In addition, there are certain terms that must be clearly defined in the agreement as well as a consideration of the various risks that may arise. These are discussed below.

5.1 Funds Transfer Modality

Funds may only be provided to implementing partners via direct cash transfer, for obligations and expenditures made by them in support of activities undertaken pursuant to the agreed project.

5.2 Funds Transfer Procedures

The procedure for transferring funds, including the frequency of disbursements, reporting on fund utilization and the schedule of financial and narrative reports, is dependent on the needs of the project and should be explicitly set out in the agreement.

5.2.1 Basis for Disbursements

The basis for any transfer is the activities to be carried out by the implementing partner as described in the project agreement. The implementing partner shall submit a payment request to UNOPS according to the agreed schedule using the standard form available online, the approval of which is subject to the government's continued performance under the agreement. In exceptional circumstances, the implementing partner may submit a request for UNOPS to reimburse or directly pay for a planned expenditure.

5.2.2 Frequency of Disbursements

The schedule for payment will be set out in the agreement, however this may be amended subject to written agreement between the parties in the course of the project implementation. Any requests for reimbursement of previously authorized expenditures are expected to be made either quarterly or after completion of activities.

5.3 Assurance Activities

All government partners must agree to cooperate with UNOPS for the monitoring of all activities supported by the contribution, including providing full and unrestricted access to all relevant financial records to UNOPS staff and representatives. This monitoring can take place using various forms of assurance activities, including:

- *Periodic on-site reviews* of the implementing partner's financial records for each contribution installment. These may include spot checks by UNOPS staff and special audits by audit firms, and they may be conducted and documented on a routine basis, or when warranted due to concerns about the functioning of a partner's internal controls for fund transfers.
- *Programmatic monitoring* of activities supported by fund transfers, following UNOPS standards and guidelines for site visits and field monitoring.
- *Scheduled audits* of the implementing partner's internal controls for the management of cash transfers for receiving, recording and disbursing funds provided by UNOPS.

UNOPS' guidelines for audits, as well as the Financial Rules and Regulations, should be consulted for further detail on how the above activities should be implemented.

5.4 Managing Risk

Identifying risks should begin during the pre-engagement stage and be updated throughout the project management cycle. When dealing with governments, it is particularly important to be sensitive to how risks are portrayed and what is released to the implementing partner, as there are potential risks to UNOPS that will either not concern or, conversely, be directly related to the government. These may include implementation issues, mandate issues, such as a project not being covered by the United Nations Development Assistance Framework (UNDAF) or it potentially having a military component, ethical issues that may cause harm to the UN or its partners, or financial issues, where any volatility within the state or any potential liability may threaten the financial viability of the project. Any risks should, as always, be brought to the attention of the Engagement Authority.

There is also a risk that funds transferred to an implementing partner may not be used or reported in accordance with the relevant agreement, although this is mitigated by the condition in any agreement which states that contributions will only be provided subject to the government's continued performance of all agreed terms. Such risk can also be managed by ensuring that appropriate procedures for transferring funds to the implementing partner are utilized and by maintaining adequate awareness of the implementing partner's internal controls for funds transfers through assurance activities, such as audits.

5.5 Salary Supplements

Any requests from governments for representatives to receive salary supplements from the project funds cannot be accepted by UNOPS under any circumstances.

6. Narrative and Financial Reports

The standard template for agreements with governments is less flexible with respect to reporting than its inter-agency counterpart, with specific reporting periods provided in the standard terms. In addition, there is also provision for periodic review of financial records by UNOPS, as discussed above in section 5.3. Any attempt to deviate from these terms will require consultation with the Regional Legal Advisor, due to the need to ensure adequate accountability for organizations or entities expending UNOPS funds.

Regular reporting allows UNOPS to ensure that any contribution continues to be used solely for the approved activities and/or expenditures under the project. The standard template provides for the following schedule of reporting to be followed for each contribution installment during the life of the agreement, although this can be amended upon written agreement by both parties:

Type of report	Frequency of reporting	Report must contain
Progress report	Every six months	Description of the activities undertaken; any obstacles encountered; remedial action taken; monitoring and evaluation information; assessment of the results to date; any other relevant information.
Financial report	Every six months	Disbursements made against the previous payment; any unspent cash balance from the preceding quarterly period.
Financial statement	Annually (as of 31 December)	In accordance with generally accepted international financial standards
Final financial statement	Upon completion of the project	In accordance with generally accepted international financial standards
Final narrative report	Within three months of the project's closure	General description of the progress of the activities; specific notes on the results, impact and sustainability of the results.

7. Delegation of Authority

The Delegation of Authority must always be verified.

To avoid any conflict of interest, when the Submitting Officer is also the relevant authority, such as if they are also the Operations Centre Director, the authority to award the Cooperative Arrangement will vest in the next highest authority level, notwithstanding the monetary threshold.

8. Asset Title

Ownership in equipment, supplies and other property financed from the contribution, as provided for in the Agreement, should be consistent with provisions on ownership and hand-over of assets as they exist in the overarching Project Agreement with the funding source. In the absence of any specific provisions in the Project Agreement, the hand-over of assets at the completion of the relevant activities shall apply as stipulated in the Cooperative Arrangement.

9. Questions on the Agreements

Regional Legal Advisors and/or the UNOPS Legal and Project Management intranet pages may be consulted for additional information regarding Cooperative Arrangements, particularly where the implementing partner proposes any amendments to the standard agreements, as well as information related to guidelines and standard forms used in the context of these agreements.

PROJECT COOPERATION AGREEMENT

BETWEEN

THE UNITED NATIONS OFFICE FOR PROJECT SERVICES

AND

[NAME OF GOVERNMENT]

CONCERNING THE IMPLEMENTATION OF

[INSERT PROJECT/ACTIVITY NAME]

WHEREAS, UNOPS is a subsidiary organ established by UN General Assembly decision 48/501 of 19 September 1994 as a central resource for the UN system in procurement, contracts management and other capacity development activities, as well as its value in providing efficient, cost-effective services to partners in its specialized areas;

WHEREAS, UNOPS is committed to providing advisory, implementation and transactional support services in sustainable project management, infrastructure and procurement;

WHEREAS the Government of [XX] (“the Government”) and UNOPS have entered into a [*Host Country Agreement*] OR [*Umbrella Memorandum of Understanding*] dated [XX], the provisions of which shall apply mutatis mutandis to this Project Cooperation Agreement (“Agreement”);

WHEREAS the Government and UNOPS acknowledge that their respective activities include areas of common interest where closer collaboration in the form of partnership would be of mutual benefit;

WHEREAS the Government and UNOPS have agreed to cooperate in the implementation of the [*project/programme*] in [*Programme Country*] (“Project”), as summarised in Annex “A” (“Project Document”);

WHEREAS UNOPS desires to provide funds (“Contribution”) to the Government in the context of the implementation of the Project;

WHEREAS the Government is ready and willing to accept the Contribution from UNOPS;

NOW, THEREFORE the Government and UNOPS also referred to in this Agreement individually as “Party” and collectively as “Parties”, have adopted the Agreement to establish the terms and conditions under which the Government will receive the Contribution.

1. Role of the Government

- 1.1 The Government will be responsible for ensuring the Project is implemented in accordance with the Agreement and Annexes “A” and “B” (“Budget”), with care, skill, diligence and efficiency.
- 1.2 The Contribution received by the Government shall be used in accordance with established national regulations, policies and procedures consistent with international standards, in particular, ensuring that the Contribution is expended for Project activities as set out in this Agreement and Annexes “A” and “B”. Where the national regulations, policies and procedures are not consistent with international standards, the UNOPS regulations, policies and procedures will apply.

2. The Contribution, Purpose and Period

- 2.1 UNOPS shall provide funds, in the amount of [*insert numerical amount in United States dollars*, hereinafter referred to as “USD”] ([*insert written amount in USD only*]) to the Government, implementation of the Project and allocation, according to the provisions of the Agreement, Annex “A” and Annex “B”, which form an integral part of the Agreement.
- 2.2 The Contribution shall be used solely for the implementation of the Project, as set out in Annex “A”, as part of the Government’s collaboration with UNOPS.
- 2.3 The Contribution granted to the Government under the Agreement shall be provided for the period from [*insert date*] to [*insert date*].

3. Financial Arrangements

- 3.1. UNOPS shall deposit the Contribution in the amount of [XX] directly to the Government.
- 3.2. The Contribution shall be disbursed by UNOPS in accordance with the following schedule, upon submission of the relevant payment requests and subject to the Government’s continued performance under this Agreement:

[*Insert date, description and amount*]

[*Insert date, description and amount*]

[*Insert date, description and amount*]

- 3.3 UNOPS will only be required to transfer to the Government the amount owing under the terms of this Agreement. UNOPS will not be liable to the Government or to any third party for any amounts that UNOPS determines are not authorized under this Agreement.

3.4 UNOPS shall deposit the Contribution to the Government's bank account, quoting reference:
[Insert]

Bank name:

Account Holder's name:

Account number:

Bank Address:

Sort Code:

IBAN Code:

3.5 Any interest accrued on the cash balances of the funds received by the Government under the Agreement shall be refunded to UNOPS.

3.6 All funds received by the Government shall be recorded in a separate ledger account established for the Project.

3.7 Any balance of the Contribution to the Project following completion of the Project or expiry/termination of the Agreement shall be refunded immediately to UNOPS.

3.8 Cash transfer modalities and the size and frequency of disbursements may be revised in writing between the Parties in the course of the Project implementation, and based on Project monitoring, reporting and audits.

4. Accounting, Monitoring and Records

4.1 The Government agrees to cooperate with UNOPS for monitoring all activities supported by the Contribution, and will allow UNOPS staff and representatives (including the internal and external UNOPS auditors and/or investigators) the full and unrestricted access to relevant financial records relating to this Agreement and to the implementation of the Project, and to personnel responsible for the administration of the Contribution provided by UNOPS.

4.2 The Government agrees to maintain all financial records, supporting documents, statistical records and all other records pertinent to this Agreement in accordance with generally accepted accounting principles or [*applicable national legislation*] to sufficiently substantiate charges to this Agreement.

4.3 The Government agrees to:

(a) Periodic on-site reviews and spot checks of financial records by UNOPS or its representatives;

(b) Monitoring of activities following UNOPS standards and guidelines for site visits and field monitoring;

- (c) Financial reviews or audits otherwise ensure adequate accountability of organizations expending UNOPS funds. This may be carried out throughout the period of implementation of the Activity until the balance is paid, and for a period of [X] years from the date of final payment.

5. Reporting

5.1 The Government shall provide UNOPS with the following regular progress reports on the use of each Contribution installment during the life of this Agreement:

- (a) Progress reports on the implementation of the Project every six (6) months. Each progress report will contain a description of the activities undertaken, any obstacles encountered, remedial action taken, monitoring and evaluation information, assessment of the results to date and any other relevant information;
- (b) Financial reports on the implementation of the Project every six (6) months, including disbursements made against the previous payment and any unspent cash balance from the preceding quarterly period;
- (c) An annual financial statement as of 31 December every year;
- (d) A final financial statement;
- (e) A final narrative report shall be due within three (3) months of the Project's closure. The narrative report shall include a general description of the progress of the activities and specific notes on the results, impact and sustainability of the results.

6. Special Conditions

6.1 [Insert special conditions if any. If there are none, write "Not applicable"]

7. Equipment, Material Purchases and Assets Disposal

- 7.1 Title to all non-expendable equipment, supplies and other properties purchased from the Contribution shall belong to [UNOPS OR the funding source, depending on the Project Document].
- 7.2 The Government shall maintain records of non-expendable equipment with an acquisition value of USD 500 or more purchased with the Contribution.
- 7.3 Unless instructed otherwise, within ninety (90) calendar days after the end of the Agreement, the Recipient will provide a list to UNOPS of each item to be disposed of in consultation with, and according to the instructions of, the funding source.

8. Intellectual Property

8.1 [UNOPS OR the funding source- depending on the Project Document] shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents or other materials developed under this Agreement and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the implementation of this Agreement.

9. Revision of Budget

9.1 The Government shall report any deviations from the Project Budget or Project plans, and shall request prior approvals from UNOPS for any of the following reasons:

- (a) To change the scope or objectives of the Project and/or to revise the funding allocated amongst Project objectives; or
- (b) Additional funding is needed.

10. Anti-Corruption

10.1 The Government warrants that it has not and shall not offer any direct or indirect benefit arising from or related to the performance or award of this Agreement, to any representative, official, employee or other agent of UNOPS or any organization of the UN system.

10.2 The Parties commit not to accept, either directly or indirectly, any inducement or reward in relation to the execution of this Agreement, or any kind of offer, gift, payment or benefit which could be construed as a corrupt practice.

11. Anti-terrorism

11.1 The Government agrees to undertake all reasonable efforts to ensure that none of the Contribution received pursuant to this Agreement is used to provide support to individuals or entities associated with terrorism and that the recipients of any amounts provided by UNOPS under this Agreement do not appear on the list maintained by the Security Council Committee and established pursuant to resolution 1267 (1999) (the list can be accessed via www.un.org/Docs/sc/committees/1267/1267ListEng.htm). This provision must be included in all sub-agreements.

12. Termination

12.1 UNOPS may at any time, by giving fourteen (14) calendar days written notice, terminate this Agreement, in whole or in part, for convenience.

12.2 UNOPS may at any time, by giving fourteen (14) calendar days written notice, terminate this Agreement, in whole or in part, whenever it is determined that the Government has

materially breached the terms and conditions of the Agreement, or where sufficient funds are not available to UNOPS by its funding sources.

- 12.3 This Agreement may be terminated at any time with both Parties' consent. The Parties shall agree the termination conditions, including effective date.
- 12.4 UNOPS may terminate this Agreement, in whole or in part, with immediate effect upon written notice to the Government if it determines that the Government has engaged in fraudulent or corrupt practices during the award or execution of this Agreement, and without the Government having taken timely and appropriate action satisfactory to UNOPS to remedy the situation.
- 12.5 Upon receipt of, and in accordance with, a termination notice, a Party shall immediately take all necessary steps to cease action, and minimize all expenditures and obligations financed by the Agreement.
- 12.6 Within thirty (30) days of the effective date of termination of this Agreement, the Government shall repay to UNOPS all unexpended Contribution funds which are not otherwise obligated by a legally binding transaction pursuant to this Agreement. Should the funds paid by UNOPS to the Government prior to the effective date of termination be insufficient to cover the Recipient's obligations in the legally binding transaction, the Government may submit to UNOPS within ninety (90) calendar days after the effective date of such termination a written claim covering such obligations. UNOPS shall determine the amount(s) to be paid by UNOPS to the Government in accordance with this Agreement.
- 12.7 The termination of this Agreement shall not affect any rights or obligations that may have accrued prior to such termination or any other right which the terminating Party may have arising out of either the termination or the event giving rise to the termination.
- 12.8 All provisions of this Agreement, which are by their nature intended to survive the expiration or termination of this Agreement shall survive such expiration and termination.

13. Settlement of Disputes

- 13.1 Any dispute between UNOPS and the Government arising out of or relating to the Agreement which is not settled by negotiation or other agreed mode of settlement shall be submitted to arbitration at the request of either Party. Each Party shall appoint 1 (one) arbitrator, and the 2 (two) arbitrators so appointed shall appoint a third, who shall be the chairman. If within 30 (thirty) days of the request for arbitration either Party has not appointed an arbitrator or if within 15 (fifteen) days of the appointment of 2 (two) arbitrators the third arbitrator has not been appointed, either Party may request the President of the International Court of Justice to appoint an arbitrator. The procedure of the arbitration shall be fixed by the arbitrators, and the expenses of the arbitration shall be borne by the Parties as assessed by the arbitrators. The arbitral award

shall contain a statement of the reasons on which it is based and shall be accepted by the Parties as the final adjudication of the dispute.

14. Privileges and Immunities

14.1 Nothing in or relating to the Agreement shall be deemed as a waiver, express or implied, of any of the privileges and immunities of the United Nations and/or UNOPS.

15. Indemnity

15.1 The Government shall indemnify and save UNOPS harmless from any and all claims, losses or demands arising from any occurrence occasioned, whether in whole or in part, by any act, omission, fault, default or negligence of the Government, its employees, agents, contractors or other Personnel related to the performance or non-performance of this Agreement. The indemnities contained in this Agreement shall not be prejudiced by, and shall survive the termination of this Agreement.

16. Notices and Addresses

16.1 Any notice to be given to either Party with respect to this Agreement shall be effectively given if delivered in person or sent by facsimile transmission or by electronic mail to the address given in this subparagraph. The address of either Party may be changed by notice in the manner set out in this subparagraph. Any notice to [*the Government*] will be addressed to:

[*insert address of the Government*]

Telephone: ...
Fax: ...
E-mail: ...

Any notice to UNOPS will be addressed to:

[*Insert address*]
Telephone: ...
Fax: ...
Email: ... @unops.org

Any notice given or made in accordance with the above shall be deemed to have been given or made and to have been received:

- (a) On the Business Day following delivery, if delivered in person (a “Business Day” being any day of the year other than any Saturday, Sunday or holiday recognized by the United Nations);
- (b) On the day of sending if sent by facsimile transmission or by electronic mail during

normal business hours of the addressee on a Business Day and, if not, then on the first Business Day after the sending thereof.

17. General Provisions

- 17.1 The Agreement including Annexes “A” and “B” which form an integral part hereof, constitutes the entire arrangement between the Government and UNOPS with respect to the Project and supersedes any and all prior agreements and understandings.
- 17.2 The Government shall disclose to UNOPS, without delay, any actual or potential situation that may be reasonably interpreted as either a conflict of interest or a potential conflict of interest.
- 17.3 The Government and UNOPS may amend the terms and conditions of this Agreement at any time prior to its termination or expiration provided that such amendment is in writing, signed and dated by the Government and UNOPS.
- 17.4 In the event of any conflict or inconsistency between the terms of this Agreement such conflict or inconsistency shall be resolved in accordance with the following priority: (i) this Agreement, (ii) Annex A, (iii) Annex B.
- 17.5 Neither Party may assign this Agreement or any of its rights or obligations there under, in whole or in part, without the prior written consent of the other Party, which consent may not be unreasonably withheld.
- 17.6 No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by the Party against which it is sought to be enforced. The delay or failure by either Party to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of that Party’s right to thereafter enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise of these rights or any other right.

IN WITNESS WHEREOF, the duly authorised representatives of both Parties have signed this Agreement.

<p>On behalf of the Government of [XX]</p> <p>_____</p> <p>(Signed) [insert name] [insert position and unit]</p>	<p>On behalf of UNOPS:</p> <p>_____</p> <p>(Signed) [insert name] [insert position and unit]</p>
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Date: _____	Date: _____
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ANNEX A
PROJECT INITIATION DOCUMENT

**ANNEX B
BUDGET**

Annex III: Activities and Budget

Budget for the activities of the Project covered by this PCA is indicated in the below table:

Outputs and activities	Budget (US dollar)
<u>Output 1.2.1: National level agreements regarding ecosystem-based management actions, regulations and standards promulgated, as appropriate</u>	
Assemble data and update National SAP implementation plans	80,000
<u>Output 1.4.1: Enhanced national and regional legal instruments to comply with regional global treaties, agreements and guidelines</u>	
Develop regional guidelines for incorporating Code of Conduct for Responsible Fisheries in YSLME context	10,000
Technical assistance to develop national standards and management measures to comply with regional guidelines of Code of Conduct for Responsible Fisheries	27,700
<u>Output 2.1.1: Reduction of fishing by around 10% in demonstration sites through e.g. boat buy-back</u>	
Assess effectiveness of license system (legal and policy adequacy, institutional capacity, individual capacity, availability of capacity, fish landing over years) and recommendations for improvement of licensing system	36,000
<u>Output 2.2.1: Science-based management of fisheries</u>	
Monitoring of implementation results of three demonstration sites	120,000
Technical assistance to improve techniques of replanting seagrass and macroalgae	30,000
Joint assessment of the effectiveness of closure and buy-back scheme	90,000
<u>Output 2.3.1: Widespread practice of sustainable mariculture, where appropriate, increasing productivity per unit area and income</u>	
Develop GAP for IMTA	30,000
Survey of coastal areas suitable for operation of IMTA, and economic analysis of benefits from replication of IMTA across YSLME and China	45,000
Develop national plan to promote IMTA	8,000
<u>Output 2.3.2 Adoption of integrated multi-tropic aquaculture (IMTA) where appropriate</u>	
Support to demonstrate IMTA in three site	60,000
<u>Output 3.1.1: Reduced pollutant levels by enforcement and control in demonstration sites</u>	
Support to apply modelling and calculate nutrient loading in hot spots/critical habitats in two pilot sites	44,000
<u>Output 3.1.2: Reduced pollutant levels by enforcement and control in demonstration sites</u>	
Support for monitoring and acquisition of data for sharing on pollutants from atmosphere-based, fertilizer use and sea-based sources, and production of data products of Yellow Sea	151,500
<u>Output 3.3.1: strengthened legal instruments and better regulatory processes to control pollution</u>	

Support to develop regulatory measures for marine litter monitoring, disposal, handling, reuse, recycle in pilot province or city of Yellow Sea to enable investment on recycling economies	48,000
<u>Output 3.4.1 procedures in place to control and remove marine litter at demonstration sites:</u>	
regional review of existing policies and regulations regarding solid waste disposal as well as technologies for reducing production including recycling opportunities	8,000
<u>Output 4.1.1: Agreement at all levels to implement the relevant management actions to regulate new coastal zone reclamation projects</u>	
develop strategies and governance mechanisms to achieve regional habitat and species targets at 2 demonstration sites, including assessment of impacts of modifications of areas of critical habitats and monitoring the effectiveness of areas of critical habitats and monitoring the effectiveness of management plans	60,000
regional evaluation of implementation of CBD and RAMSAR convention and country reports within the YSLME	30,000
<u>Output 4.2.1: MPA networks strengthened in the YSLME</u>	
Survey and produce overlays to analyze gaps and conservation needs of critical species and habitats and make recommendations on new MPAs	180,000
Analysis of country coastal management guidelines, identification of conservation areas according to planning zones	18,000
<u>Output 4.3.1: Regional strategies adopted and goals agreed; site-based integrated coastal management plans enhancing climate resilience, in place for selected sites in YSLME; conservation areas and habitats for migratory species identified</u>	
monitoring and studies of relationships between the changes in sea surface temperature and characteristics of YSCWM and structure of plankton communities and development of regional strategy for adaptive management	105,000
<u>Output 4.4.2 Established monitoring network; regular basin-wide assessment; enhanced information exchange; periodic scenarios of ecosystem change:</u>	
Create regional jellyfish monitoring program	30,000
Create regional HAB monitoring program	10,000
Establish a comprehensive regional monitoring system: develop regional monitoring strategies for N/P/Si changes, climate change, jellyfish blooms, and HAB	16,000
make regional assessment and make policy-relevant recommendations	94,000
TOTAL	1,331,200