

EUROPEAN UNION CONTRIBUTION AGREEMENT WITH AN INTERNATIONAL ORGANISATION

CONTRACT NUMBER: FED/2010/235-690

The European Union, represented by the Commission of the European Union, ("the Contracting Authority") of the one part, and the Secretariat of the Pacific Community, the SPC with its Head office at Noumea, New Caledonia ("the Organisation") of the other part, have agreed as follows:

Special Conditions

Article 1 - Purpose

- 1(1) The purpose of this Agreement is a contribution by the Contracting Authority for the implementation of the action entitled: Scientific Support for the Management of Coastal and Oceanic Fisheries in the Pacific Islands Region (SciCOFish) ("the Action") as described in Annex 1.
- 1(2) The Organisation will be awarded the contribution on the terms and conditions set out in this Agreement, including special conditions ("Special Conditions") and their annexes.
- 1(3) The Organisation accepts the contribution and undertakes to do everything in its power to implement the Action under its own responsibility.
- 1(4) The Action is a Joint Management Action for all purposes of this Agreement.
- 1(5) The Action is not a Multi-donor Action for all purposes of this Agreement.

Article 2 – Entry into force and Implementation Period

- 2(1) This Agreement shall enter into force on the date when the last of the two Parties signs.
- 2(2) The implementation of this Agreement will begin on:
 - the day following that on which the last of the two parties signs
- 2(3) The implementation period of this Agreement, as laid down in Annex I, is from the date of commencement as specified in 2(2) until 3rd of March 2014.

Article 3 - Financing the Action

- 3(1) The total cost of the Action eligible for financing by the Contracting Authority is estimated at EUR 8.655.765, as set out in Annex I.
- 3(2) The Contracting Authority undertakes to finance a maximum of EUR 8.655.765, *equivalent to 100 %* of the estimated total eligible cost specified in paragraph 1; the final amount will be established in accordance with Articles 14 and 17 of Annex II.
- 3(3) Pursuant to Article 14(4) of Annex II, 7 % of the final amount of direct eligible costs of the Action to be reimbursed by the Contracting Authority to the Organisation in accordance with Articles 14 and 17 of Annex II, may be claimed by the Organisation as indirect costs.

Article 4 - Narrative and financial reporting and payment arrangements

4(1) Narrative and financial reports shall be produced in support of payment requests, in compliance with Articles 2 and 15(1) of Annex II.

4(2) Payment will be made in accordance with Article 15 of Annex II; of the options referred to in Article 15(1), the following will apply:

Option 2

First pre-financing EUR 1,274,049

Forecast further instalments of pre-financing EUR 7,162,313

(subject to the provisions of Annex II)

Forecast final payment EUR 219,403

(subject to the provisions of Annex II)

Article 5 - Contact addresses

Any communication relating to this Agreement shall be in writing, shall state the number and title of the Action, and shall use the following addresses

For the Contracting Authority:

Payment requests and attached reports, including requests for changes to bank account arrangements shall be sent to:

The Delegation of the European Union for the Pacific

Level 4, Development Bank Centre, 360 Victoria Parade, Suva, Fiji Islands

For the attention of Financial and Contracts Section

Copies of the documents referred to above, and correspondence of any other nature, shall be sent to:

For the Organisation:

The Secretariat of the Pacific Community

B.P. D5 – 98848 Noumea Cedex

New Caledonia

For the attention of the Director, Fisheries Aquaculture and Marine Ecosystems Division

Article 6 - Annexes

6(1) The following documents are annexed to these Special Conditions and form an integral part of the Agreement:

Annex I: Description of the Action

- Annex II: General Conditions applicable to European Union contribution agreements with international organisations
- Annex III: Budget for the Action
- Annex IV: Financial identification form
- Annex V: Standard request for payment
- Annex VI: Institutional Assessment Report (2007) "*Short-comings and recommendations*"
- Annex VII: 2010 Work Plan and Cost Estimate

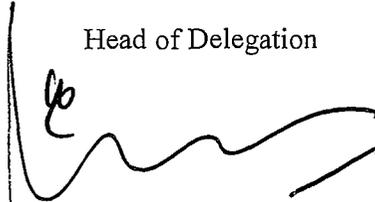
6(2) In the event of a conflict between the provisions of the Annexes and those of the Special Conditions, the provisions of the Special Conditions shall take precedence. In the event of a conflict between the provisions of Annex II and those of the other annexes, the provisions of Annex II shall take precedence.

Done in Kolonia, Pohnpei, Federated States of Micronesia in three originals in the English language, two for the Contracting Authority and one for the Organisation.

For the Organisation

Name: Dr Jimmie Rodgers
 Position: Director General
 Signature: 
 Date: 16/4/10

For the Contracting Authority

Name: Wiepke Van Der Goot
 Position: Head of Delegation
 Signature: 
 Date: 7/4/10

Annex I: Description of the Action

1. DESCRIPTION

1.1. Objectives

The **Overall Objective** of this project is the conservation and sustainable use of coastal and oceanic fisheries resources in the P-ACP region.¹ This objective is directly aligned with the Millennium Development Goal 7 (environmental sustainability); Article 32 of the Cotonou Agreement (strengthening scientific and institutional capacity for sustainable management, particularly for fisheries and coral reefs); and the second pillar of the Pacific Plan (sustainable development). It addresses a key aspect of the Regional Indicative Programme, namely, the development of cost-effective solutions for the sustainable management of marine and land-based resources. It directly responds to the P-ACP leaders' Vava'u Declaration and the recent 2008 Forum meeting in Niue, which called for comprehensive fisheries conservation measures, both in EEZs and on the high seas; and the sustainable and effective management of national coastal fisheries. Finally it foresees implementation of the EPA Fisheries Chapter which calls on the parties to cooperate in areas including 'research on the state of stocks, including programmes for observers onboard industrial vessels and improved catch and by-catch reporting to provide adequate data for sustainable fisheries management.'

The **Project Purpose** is to provide a reliable and improved scientific basis for management and decision making in oceanic and coastal fisheries. The project will provide the P-ACP countries with the means to develop efficient management measures, the skills to monitor their effectiveness, and some important tools to combat IUU fishing on the high seas. A 'demand-driven' approach to implementation will ensure that assistance is provided to those countries which are most likely to take up management advice.

Crosscutting issues are addressed as follows:

Environmental Sustainability – This project specifically addresses environmental sustainability issues through fishery, coral reef, marine ecosystem and climate change components.

Gender Equality – SPC specialists will conduct a gender analysis of the project during the inception phase, and identify specific implementation activities. These will include an enhanced role for women in data analysis and stock assessment work, and greater involvement of women in decision-making in coastal fisheries management.

Good Governance and Human Rights - The project contributes to addressing governance issues through enhanced institutional capacity for planning and implementation of transparent and accountable resource management. As stock assessment results are publically distributed, the project will also contribute to greater transparency. Coastal management plans will be developed based on local needs, fostering increased self-governance and equity.

1.2. Expected results

Project results will be in two main areas: scientific support for oceanic fisheries management (Component 1) and monitoring and management of coastal fisheries (Component 2). These components will strengthen scientific understanding of oceanic and coastal systems, respectively, and will facilitate addressing cross-cutting issues such as ecosystem relationships and the impacts of climate change through linking results via databases. The oceanic activities will provide scientific support for new tuna management initiatives adopted by P-ACPs at a critical time for conservation of the stocks. In particular, intensive observer training and

¹ Pacific OCTs may become stakeholders under a parallel project funded from the OCT EDF10 envelope – the programme is still under development. Timor Leste will be visited at the start of the project to determine national priorities.

enhancement of national fishing activity databases will, in combination with the development of a monitoring, control and surveillance (MCS) strategy under the proposed DevFish2 study, allow more effective identification and deterrence of IUU fishing activities. Furthermore, the proposed modelling studies respond to calls by P-ACP countries to develop tools and strategies to evaluate national impacts from management measures and mitigate the effects of climate change. The coastal activities will be focused, by means of initial stakeholder consultations, on projects combining an urgent resource management issue with a strong local capability to address the issue and maintain a long-term programme.

Component 1: Pacific ACP governments, the FFA and the WCPFC will be provided with scientific data, modelling, and advice on oceanic fisheries to underpin their management decision making and strategic positioning.

Project activities include:

- 1-1. *Observer Training and Systems* – This activity will provide a major strengthening of observer training and assist P-ACP countries to implement their recent decision to place observers on all purse seine vessels on all fishing trips. This will improve compliance with management measures, reduce wasteful discarding of fish, allow enhanced collection of scientific data and deter un-reported fishing activities. The goal is to achieve 100% coverage of the purse seine fishery.
- 1-2. *Integrated Tuna Fisheries Databases* – This activity will enhance database functionality in 14 P-ACP countries, providing new ways of integrating of data and providing tools to assess data quality. Tuna data system audits will be conducted for all relevant P-ACP countries.
- 1-3. *Bioeconomic Modelling and National Advice* - This activity will develop new bioeconomic modelling tools to evaluate fisheries' performance and impacts on stocks under varying economic/technical conditions (e.g. capital, fishing power, effort). These results will provide clear evidence of the economic benefits of effective management, as well as identify the most cost-effective solutions to the problems of overfishing for each national area.
- 1-4. *Ecosystem Modelling of Management and Climate Change* – SEAPODYM will be used to explore changes in tuna stocks under various management and climatic regimes. SPC holds, jointly with other partners, a not-for-profit copyright to the system and will use public domain environmental data to validate the model, thereby avoiding major development and running costs.
- 1-5. *Validate Key Model Parameters through Tagging* – A two-year tagging programme is envisaged in the first instance ideally leading to regular, scientifically-designed tagging surveys that will greatly increase the accuracy and predictive power of stock assessments. The project provides funding for two one-month tagging cruises. Past experience suggests that initiating the programme in this way will attract additional support; but the two cruises will provide worthwhile information even if this is not forthcoming.

Component 2: P-ACP governments, private sector and communities will be provided with technical methods and training to monitor coastal fisheries, resulting in practical scientific advice to inform management decisions, and development of in-country capacity to evaluate their effectiveness.

Project activities include:

- 2-1. *Conduct Stakeholder Consultation.* To assess both the needs and capabilities of individual P-ACP countries, stakeholder consultations will be held and a prioritisation exercise conducted to identify at least five specific projects. Consultation to identify the particular needs of women will be prioritised where possible.
- 2-2. *Develop Local Capacity to Implement Field Monitoring Protocols.* Specific field monitoring techniques and procedures, such as underwater visual census techniques and identification of indicator organisms will be simplified for use by local stakeholders, with training in the field.
- 2-3. *Develop and Implement Secondary Data Collection Protocols.* For each project, in addition to field data collection, protocols will be designed to train local participants to capture data from markets, fishermen interviews, export records and other sources. SPC will provide ongoing support for database development

2-4. *Develop Management Advice.* Fishery management plans/measures will be developed for each fishery based on monitoring and assessment results, and through intensive consultations with local stakeholders. Ongoing assistance will be provided for review and adaptive management.

A final activity serving both components will include project coordination and the dissemination of results.

Sustainability of the project will be achieved by:

- Developing capacity in P-ACP countries to undertake work that has previously been done for them by SPC – managing fishery data, training of observers and survey of coastal resources;
- Developing sustainable funding mechanisms in country, for example by including observer training costs in the fees already paid by industry;
- Providing ongoing support and back-up from SPC for certain core functions for which long-term funding is assured;
- Developing new funding sources for this kind of support, for example from the WCPFC which is newly-established but plans to increase its contribution for scientific services in support of developing country members.

1.3. Activities and implementation timetable

Activities under Component 1

1.3.1. Training Programmes and Systems for Fishery Observers, Port Samplers and Debriefers-

P-ACP countries have made a commitment to increase observer coverage, to monitor compliance with new management measures for the purse seine fishery, and to deter unreported fishing. New management measures include a ban on discarding small tuna that are caught in the nets (currently around 5% of the catch is thrown away) and a seasonal closure of the fishery on Fish Aggregation Devices which takes a high proportion of non-target species. Some 300- 400 new observers will be required before 2012. Initially project staff will themselves be involved in national, sub-regional and regional-level observer/port sampling training, observer debriefing and debriefing training. To ensure sustainability, the emphasis will shift to ‘training the trainers’ and developing competency-based training delivered by national institutions, e.g. fisheries and maritime colleges, in selected P-ACP countries. By the end of the project, SPC will have moved into the role of monitoring the quality of training provided and ensuring that observers meet the required standards. Advice will also be provided to countries on how to build training costs into the observer levies charged to the fishing industry.

1.3.1. Improving and Integrating National Tuna Fisheries Databases –

The Oceanic Fisheries Programme has developed the TUFMAN (Tuna Fisheries Management) software, which allows countries to manage the catch and effort data for their own EEZs, and meet their international reporting commitments. A planned further development is to use TUFMAN to verify fishing activity and catches, through systematic cross-referencing of logsheet, unloading, VMS and other data. The system has been rolled out in 10 P-ACP countries. Two P-ACPs are still awaiting installation, while two others use their own systems which could usefully incorporate elements of TUFMAN. TUFMAN is not being fully utilised in some cases, due to lack of capacity in the national fisheries administration. The system itself has also evolved, and upgrades are necessary in most countries. The project will therefore: install and upgrade systems so that they are fully functional in all 14 P-ACPs²; provide in-country training at the time of installation; conduct three annual training workshops for tuna database officers; provide more extensive attachments at SPC headquarters for some of these officers that require further training; and conduct regular audits of national systems to ensure data quality is maintained. These inputs are considered sufficient to ensure sustainability.

1.3.1. Develop and Apply a Regional Bio-economic Model for National Decision-making

² Needs and objectives for Timor Leste will be identified through a visit at the start of the project.

Two interwoven goals of P-ACP fisheries management are to prevent overfishing and to ensure adequate economic benefits are received locally. This activity will address both goals simultaneously by allowing estimates of the economic impacts on P-ACPs of alternative tuna fisheries management measures. Although the countries will not be willing to implement measures that unduly reduce their economic benefits from the fishery, initial models have indicated that reducing effort will actually enhance economic returns as vessels become more profitable and prices rise. The model will therefore play a crucial role both in identifying the most efficient management measures, and persuading stakeholders to adopt them.

1.3.2. Ecosystem Modelling of Management Measures and Climate Change

This activity will put into use SEAPODYM - a model developed for the region for which SPC, in conjunction with others, holds the copyright³ - to estimate the response of Pacific tuna stocks at the regional and national levels to exploitation, management intervention and environmental variability, including climate change. The model provides far greater spatial resolution than current modelling tools, and will be particularly useful for modelling the impact of measures at the national level and developing national tuna management plans. SPC will use public domain environmental data to validate the model, thereby avoiding major development and running costs. Some preliminary work has already been carried out on the predicted impacts of climate change on tuna fisheries using Inter-governmental Panel on Climate Change (IPCC) predictions for forecasting.

Validate Key Model Parameters through Tagging

Tagging activities provide an essential source of fishery-independent data for all models. They also serve as an excellent means of involving fishermen in research efforts, strengthening links between scientific and fishing communities, and promoting visibility for the funding agency. The proposed two-year tuna tagging programme represents a scalable research platform to which a number of donors can contribute. With additional support it is hoped that the programme will lead to systematic 'survey' type tagging activities.

Activities under Component 2

1.3.3. Conduct Stakeholder Consultation

Learning from the lessons of the ProcFish project, this first phase of the coastal component will identify the needs and priorities of the participating P-ACP countries, as well as their capacity to develop management measures and sustain monitoring systems. These will then be prioritised in line with national development and management objectives to ensure maximum uptake. Requests already received for advice, and plans proposed in the national joint country strategies will be supplemented by in-country stakeholder consultations. The objective is to ensure that advice results in management action and sustainable systems.

1.3.4. Develop local capacity to Implement Field Monitoring Protocols

Analysis of the extensive results of the ProcFish project has already allowed the refinement of underwater visual census (UVC) techniques to produce statistically valid results, with reduced levels of sampling, for invertebrates. Work on identifying indicator species should allow simplified survey methods for finfish. The project scientists will demonstrate and provide practical training in these techniques, and so build capacity at the community, private sector and fisheries department level in selected countries for resource assessment.

1.3.5. Develop and Implement Secondary Data Collection Protocols

The project will also support the capture of fisheries data from other sources, such as fishermen interview and market survey data, landings and export volumes, to improve understanding of resource utilisation. Again the approach will be to introduce standardised monitoring protocols, taking into account any existing systems that are in place at the country level to ensure compatibility of data across the region, while building in-country capacity in data entry, database management and data analysis. Linkages with the work on oceanic fisheries

³ The copyright of SEAPODYM contains a not-for-profit clause and is jointly held by SPC, the Joint Institute for Marine and Atmospheric Research of the University of Hawaii, and Patrick Lehodey of Collecte Localisation Satellites (CLS) (see www.seapodym.org).

data will be facilitated through the development of compatible database formats. SPC will also provide a central data repository for coastal fisheries data.

1.3.6. Develop Management Advice

Based on the results of monitoring and assessment project staff will assist in designing appropriate management measures for specific fisheries at the request of P-ACP countries. This may require advice on the development of national management plans, new or revised regulations and/or providing scientific input into the development of community-based management arrangements. This activity will aim to develop at least 5 fishery management plans/measures for fisheries of major economic and social importance, with ongoing support for reviews and development of adaptive management.

2.3.8 Project Coordination and Communications

The final activity relates to the efficient administration of the project, meeting reporting requirements and ensuring the dissemination of information on project activities (as well as ensuring EU visibility).

2. LOCATION

2.1. Location

The project will be based at SPC headquarters in Noumea, New Caledonia, and most of the TA staff will be located there, with frequent travel to P-ACP countries. One position will be based at SPC's regional office in Pohnpei, Federated States of Micronesia, to develop observer training in the Micronesian countries. The Fisheries Economist will be located in the headquarters of the FFA in Honiara, Solomon Islands.

3. IMPLEMENTATION

3.1. Organisational set-up and responsibilities

The project will be implemented through Joint Management. This Contribution Agreement has been signed between the Commission and SPC.

The Director of the Marine Resources Division of SPC will be the project supervisor. Day to day administration will be the responsibility of the Project Administrator.

A steering committee shall be set up to oversee and validate the overall direction and policy of the project (or other responsibilities to be specified). The project steering committee shall meet once a year.

The project steering committee shall be made up of:

- representatives of the 14 P-ACP countries that attend the Forum Fisheries Committee annual meeting (normally the most senior fisheries official in each country), and a representative of Timor Leste,
- a representative of the Regional Authorising Officer
- the project supervisor,
- the project administrator,
- a representative of the Head of Delegation of the European Commission for the Pacific with observer status,
- other FFA members (Australia, New Zealand and Tokelau) and regional organisations with an interest in fisheries, may also attend as observers.

The project will rely on a significant amount of technical assistance (TA) to deliver its results. A special implementing unit is not required. In line with SPC's corporate plan and the EC 'backbone strategy' on technical assistance, it will include elements of capacity development as well as expert advice (capacity supplementation) in areas where it is not practical or cost effective for small island developing states to maintain their own capabilities. Specifically, capacity will be developed in the P-ACP countries through observer training, database management and coastal resource assessment. While oceanic modelling tasks will

mainly focus on expert advice, opportunities for post-graduate university students to intern at SPC will provide an element of capacity building in these areas. A longer term strategy to increase capacity in fish stock modelling is under development.

4.2 Reporting

The reporting will be carried out pursuant to the rules and procedures set out in the special and general conditions of the Standard Contribution Agreement, i.e. Annex II of this Contribution Agreement. The Commission reserves the right to request the Organization to submit specific reports at any time.

4.3 Programme Budget

The total project cost is estimated at EUR 9.0 million, all of which shall be financed from the Regional Indicative Programme (RIP) in the framework of the Cotonou Agreement. For reasons of administrative simplicity, co-financing is not provided, but SPC is committed to providing complementary activities from other sources of funding. In 2007 and 2008, the budgets for the Coastal and Oceanic Fisheries Programmes were each around €3-4 million (excluding EDF funding) and this level of funding is expected to continue in 2009 and 2010.

Budget Lines of Direct Eligible Costs	Oceanic component	Coastal component	Project total
• Total Staff Costs	2,912,500	1,412,500	4,325,000
• Travel and subsistence costs	390,000	550,000	940,000
• Training costs	512,500	440,000	952,500
• Equipment and services	155,000	175,000	330,000
• Consumables and other supplies	80,000	80,000	160,000
• Subcontracts/consultancies	206,000	296,000	502,000
• Fieldwork costs	250,000	280,000	530,000
• Dissemination of results / visibility			260,000
• Visibility			90,000
Total direct costs			8,089,500
Eligible indirect costs			566,265
TOTAL			8,655,765

4.4 Mobilisation of the Project/Programme Budget

All contracts and payments are made by the SOPAC/SPC on behalf of the RAO.

4. MONITORING, EVALUATION AND AUDIT

4.1. Monitoring

Day-to-day technical and financial monitoring will be a continuous process as part of the Implementing Organisation's responsibilities. To this aim, the Implementing Organisation shall establish a permanent internal, technical and financial, monitoring system to the project, which will be used to elaborate the progress reports.

Independent consultants recruited directly by the Commission on specifically established terms of reference will carry out external monitoring ROM system, which in principle will start from the sixth month of project activities, and will be finalised at the latest 6 months before the end of the operational implementation phase.

4.2. Evaluation

Independent consultants recruited directly by the Commission on specifically established terms of reference will carry out external evaluations, as follows:

- a mid-term evaluation mission;
- a final evaluation, at the beginning of the closing phase;
- possibly, an ex-post evaluation.

The Beneficiary and the Commission shall analyse the conclusions and recommendations of the mid-term evaluation and jointly decide on the follow-up action to be taken and any adjustments necessary, including, if indicated, the reorientation of the project. The reports of the other evaluation and monitoring missions will be given to the Beneficiary, in order to take into account any recommendations that may result from such missions.

The Commission shall inform the Beneficiary at least 14 days in advance of the dates foreseen for the external missions. The Beneficiary shall collaborate efficiently and effectively with the monitoring and/or evaluation experts, and *inter alia* provide them with all necessary information and documentation, as well as access to the project premises and activities.

Key Performance Indicators for evaluation are as follows (approved Europeaid indicators for fisheries projects are marked with an asterisk).

Indicator	Baseline (2009)	Target 2014	Without Project
Tuna fishing effort*	Yellowfin is fully exploited and there is a significant risk that overfishing is occurring. There is a high probability that overfishing of bigeye is occurring.	Effort reduced to at least the level required to reach F_{msy} (the fishing mortality associated with the maximum sustainable yield) or lower, for both species.	Insufficient observer data to verify whether management measures are effective; lack of modelling tools to fully evaluate necessary adjustments/alternatives (see previous row)
Tuna discards by purse-seiners*	5% of total catch (~ 62,000 t)	Less than 1% of catch (<12,000 t) confirmed by 100% observer coverage	
Tuna statistical/data systems*	10 basic systems, not fully utilised	4 or 5 new systems; 10 existing systems enhanced; all fully functional	No change from baseline
Observer coverage on purse seine vessels	20% on some foreign fleets – less on others. Monitoring data are adequate.	100% on all fleets by 2012 with no decrease in the quality of monitoring data, and responsibility for training and programme maintenance devolving to P-ACP countries by 2014.	Coverage may increase but quality of data would likely decrease.
Tuna stock assessment results fully considered in management decisions	Scientific recommendations accepted by WCPFC Scientific Committee and forwarded to full Commission for decision-making	Scientific Committee continues to accept recommendations	Without ongoing development, assessment tools will not be able to answer increasingly complex management questions and decisions will be impeded.
Fishery management plans (coastal)*	7 coastal fishery management plans	12 coastal fishery management plans	No change from baseline
Resource status of 5 coastal fisheries	Currently documented or believed to be overexploited and unmanaged	At least some management measures adopted in each of the 5 areas with measureable signs of recovery observed through baseline monitoring (indicators to be established under this project)	Unmanaged and overexploited status will likely continue

<i>Indicator</i>	<i>Baseline (2009)</i>	<i>Target 2014</i>	<i>Without Project</i>
Income in fishing communities	Baseline data will be collected under project	Income levels maintained in real terms in areas targeted by the project	Resource depletion likely to reduce incomes
Sustainable coastal resource monitoring and database systems in 5 countries	Some basic or snapshot monitoring in place in some countries, but programmes not fully functional.	New systems established and continuing for 5 major fisheries	No change from baseline.

5. INFORMATION AND VISIBILITY

In addition to technical reports and peer-reviewed scientific papers, the project outputs will be communicated directly to decision makers at regional meetings and during country visits. Emphasis will also be placed on producing short, non-technical papers and media articles on key issues to inform policy makers and public opinion.

EU financial support will be highlighted in all activities, reports and media releases. EU promotional material will also be produced and distributed during the project, utilising €90,000 that has been reserved in the budget for this purpose.

6. LOGICAL FRAMEWORK

A logical framework for the project is a planning tool to be revised and updated by project managers during the project (without constituting the amendment of the Contribution Agreement), bearing in mind that neither the overall objective nor the project purpose can be altered.

<i>Narrative Summary</i>	<i>Performance/Success Indicators</i>	<i>Means of Verification</i>	<i>Assumptions</i>
<i>Overall Objective</i>			
Conservation and sustainable use of coastal and oceanic fisheries resources in the Pacific Islands region.	<ul style="list-style-type: none"> • Effort on yellowfin and bigeye tuna reduced to at least the level required to reach Fmsy (the fishing mortality associated with the maximum sustainable yield) or lower, for both species. • Tuna discards by purse seiners reduced to less than 1% of catch (<12,000 t) confirmed by 100% observer coverage. • At least some management measures adopted in each of 5 coastal areas with measureable signs of recovery observed in baseline monitoring (indicators to be established under this project). 	<ul style="list-style-type: none"> • National stock assessment reports • Region-wide stock status reports • Comparisons to baselines established in this study. 	
<i>Project Purpose</i>			
To provide a reliable and improved scientific basis for management advice and decision making in oceanic and coastal fisheries.	<ul style="list-style-type: none"> • 100% of project stock assessment results for 4 main tuna species accepted by WCPFC Scientific Committee and forwarded to full Commission for decision-making . • Observer coverage rates reach regionally-agreed levels by 2012 (100% for purse seine vessels) with no decrease in data quality. • At least 5 P-ACP countries adopt coastal fisheries management measures in line with project recommendations. 	<ul style="list-style-type: none"> • Report of WCPFC Scientific Committee • Report of WCPFC Technical and Compliance Committee • National regulations and management plans. 	<ul style="list-style-type: none"> • P-ACP governments have the political will to fully consider the best scientific advice when taking decisions. • P-ACP governments can receive and deploy funds intended to support the cost of observers from fishing fleets. • Increased observer coverage is effective in improving compliance.
<i>Project Results</i>			
<p><i>Result 1:</i> P-ACP governments, the FFA and the WCPFC are provided with scientific data, modelling, and advice to underpin their management decision making and strategic positioning.</p> <p><i>Result 2:</i> P-ACP governments, private sector and communities are equipped to monitor coastal fisheries to provide scientific advice in support of sustainable management of these resources P-ACP governments, private sector and communities will be provided with technical methods and training to monitor coastal fisheries, scientific advice to inform management decisions, and development of in-country capacity to evaluate their effectiveness.</p>	<ul style="list-style-type: none"> • National tuna fisheries databases operational in 15 P-ACPs • Tuna data audits conducted for at least 10 P-ACPs • 300 observers trained, 10 observer trainers and 10 observer debriefers operational • 14 P-ACP's report data to WCPFC as per their obligations • 10 region-wide stock assessments for key tuna species, using the latest updated data, provided to decision-makers during 2010-2013 • 1 regional and 10 national reports providing bioeconomic modelling advice • 1 regional and 10 national reports (including Timor Leste) providing advice on tuna resource vulnerability to environmental variability including climate change • Country specific needs prioritised for all P-ACPs • Assessments and management recommendations given for at least 5 major coastal fisheries. • Standard monitoring protocols implemented and sustained in at least 5 P-ACPs • Regional data repository maintained and national data provided for backup from at least 5 countries/fisheries. 	<ul style="list-style-type: none"> • SPC databases populated with these data • Data audit reports • WCPFC Science Committee and Technical and Compliance Committee reports • Regional/national bioeconomic reports • Regional/national tuna resource profiles including climate change impacts • Project reports • National databases • SPC repository database 	<ul style="list-style-type: none"> • There is sufficient political will to heed scientific advice. • Complementary actions, for example surveillance cooperation on IUU fishing, will continue. • P-ACP governments will commit the human resources for initial and sustained fishery monitoring. • P-ACP governments will implement identified management measures.

<i>Project Activities</i>			
1.1 Observer Training and Systems	Resources		Cost €
1.2 Integrated Tuna Fisheries Databases			
1.3 Bioeconomic Modelling and National Advice	Total Staff Costs		4,325,000
1.4 Ecosystem Modelling of Management and Climate Change	Travel and subsistence costs		940,000
1.5 Validate Key Model Parameters through Tagging	Training costs		952,500
2.1 Conduct Stakeholder Consultation	Equipment and services		330,000
2.2 Develop and Implement Field Monitoring Protocols	Consumables and other supplies		160,000
2.3 Develop and Implement Secondary Data Collection Protocols	Subcontracts/consultancies		502,000
2.4 Develop Management Advice	Fieldwork costs		530,000
	Dissemination of results		260,000
	Visibility		90,000
	Total direct costs		8,089,500
	Eligible indirect costs		566,265
	TOTAL		8,655,765
			<ul style="list-style-type: none"> • Fishing industries cooperate in biological and bioeconomic research. • National fisheries training institutions willing to host and maintain observer training courses. • Suitable vessel can be chartered for biological research (tagging). • P-ACP governments can commit human resources for coastal fisheries training and attachments. • Adequate local equipment and infrastructure are available for maintenance of coastal fisheries databases.

7. TERMS OF REFERENCE

Reef Fisheries Information Manager

The Reef Fisheries Information Manager will provide technical input and work with the Fisheries Scientists and Adviser, Coastal Fisheries Science and Management Section, to develop appropriate information systems and database modules for data entry and analysis in support of management decision-making as part of the Scientific Support for the Management of Coastal and Oceanic Fisheries in the Pacific Islands Region (SCICOFish, coastal component). The Project has the overall objective of conservation and sustainable use of coastal and oceanic fisheries resources in the Pacific Islands region, through better management by Governments and regional fisheries management authorities, and will be funded by the European Union. The coastal component will ensure that Pacific ACP Governments, private sector and communities are equipped to monitor coastal fisheries to provide scientific advice in support of sustainable management of these resources. The Reef Fisheries Information Manager will be appointed under the standard employment conditions of the Secretariat of the Pacific community (SPC), and will be based in Noumea, New Caledonia. The Information Manager will be responsible to the Coastal Fisheries Science and Management Adviser and work closely with the Coastal Fisheries Programme Manager, other sections of the Coastal Fisheries Programme, and the statistics and data collection section of the Oceanic Fisheries Programme.

Essential Qualifications/Prerequisites: Tertiary qualification in computer science or a related discipline. At least five years of demonstrated experience in database management, project management and software development, programming in client-server environments (preferably in C#), and database technologies (preferably SQL server).

Desirable Qualifications/Prerequisites: Prior experience working in the Pacific and/or a developing country situation. Prior experience with developing and maintaining ASP.NET Web applications with MS Visual Studio (C#). Prior experience in a similar size organization.

Responsibilities of the Reef fisheries Information Manager will include:

- The maintenance of a regional coastal fisheries database as a repository for ACP countries to store their coastal fisheries data;
- Develop new modules for the regional database (monitoring data, creel and market survey data, landing and export data, etc) in consultation and collaboration with the Fisheries Scientists;
- Collaborate and work closely with the statistics and data collection section of the Oceanic Fisheries Programme to identify and develop linkages, where possible, between the Coastal and Oceanic Programme databases;
- Develop and establish national databases based on the relevant modules of the regional database and provide in-country training in using the database, including data retrieval;
- Develop specific queries for data analysis as required by some countries to answer specific management questions, and provide in-country capacity building in this area;
- Work closely with the Fisheries Scientists in writing queries for data analysis in support of specific management advice to countries as required;

- Provide ongoing support for the maintenance of both the regional and national databases;
- Provide assistance with the development and maintenance of the website/web pages for the project; and
- Produce succinct reports of activities and results soon after the completion of fieldwork so that results are given back to countries in a timely fashion.

Fisheries Scientist (finfish)

The Fisheries Scientist (finfish) will provide technical input and work with the Adviser, Coastal Fisheries Science and Management Section, so sound scientific advice on finfish resources and management options can be provided for management decision-making as part of the Scientific Support for the Management of Coastal and Oceanic Fisheries in the Pacific Islands Region (SCICOFish, coastal component). The Project has the overall objective of conservation and sustainable use of coastal and oceanic fisheries resources in the Pacific Islands region, through better management by Governments and regional fisheries management authorities, and will be funded by the European Union. The coastal component will ensure that Pacific ACP Governments, private sector and communities are equipped to monitor coastal fisheries to provide scientific advice in support of sustainable management of these resources. The Fisheries Scientist (finfish) will be appointed under the standard employment conditions of the Secretariat of the Pacific community (SPC), and will be based in Noumea, New Caledonia. The Scientist will be responsible to the Coastal Fisheries Science and Management Adviser and work closely with the Coastal Fisheries Programme Manager and other sections of the Coastal Fisheries Programme.

Essential Qualifications/Prerequisites: Tertiary qualification in biology, fisheries science / management or related field. At least five years experience in applied coastal fisheries research which has led to management advice, mainly focused on reef finfish species, especially commercial food fish species in the Pacific.

Desirable Qualifications/Prerequisites: Prior experience working in the Pacific and/or a developing country situation. Prior experience or involvement with socioeconomic survey work. Prior experience in a similar size organization.

Responsibilities of the Fisheries Scientist (finfish) will include:

- The identification of national priority finfish species, in consultation with the fisheries department and other stakeholders in each Pacific ACP;
- Design standard monitoring protocols (monitoring data, creel and market survey data, landing and export data, etc) for different finfish species and work with the Reef Fisheries Information Manager to develop appropriate database modules;
- Advise fisheries departments and communities how to implement appropriate monitoring programmes and management arrangements for their priority finfish species;
- Provide in-country training and capacity building in monitoring and management protocols for identified finfish species;
- Assist with and advise fisheries departments on the analysis of data collected on finfish species so it can be used for management purposes;
- Where needed, assist fisheries departments to design and run specific surveys on identified finfish species and train local capacity in the survey methodologies; and
- Produce succinct reports of activities and results soon after the completion of fieldwork so that results are given back to countries in a timely fashion.

Fisheries Scientist (invertebrates)

The Fisheries Scientist (invertebrates) will provide technical input and work with the Adviser, Coastal Fisheries Science and Management Section, so sound scientific advice on invertebrate resources and management options can be provided for management decision-making as part of the Scientific Support for the Management of Coastal and Oceanic Fisheries in the Pacific Islands Region (SCICOFish, coastal component). The Project has the overall objective of conservation and sustainable use of coastal and oceanic fisheries resources in the Pacific Islands region, through better management by Governments and regional fisheries management authorities, and will be funded by the European Union. The coastal component will ensure that Pacific ACP Governments, private sector and communities are equipped to monitor coastal fisheries to provide scientific advice in support of sustainable management of these resources. The Fisheries Scientist (invertebrates) will be appointed under the standard employment conditions of the Secretariat of the Pacific community (SPC), and will be based in Noumea, New Caledonia. The Scientist will be responsible to the Coastal Fisheries Science and Management Adviser and work closely with the Coastal Fisheries Programme Manager and other sections of the Coastal Fisheries Programme.

Essential Qualifications/Prerequisites: Tertiary qualification in biology, fisheries science / management or related field. At least five years experience in applied coastal fisheries research which has led to management advice, mainly focused on invertebrate species, especially commercial species such as mother-of-pearl, clams and beche-de-mer.

Desirable Qualifications/Prerequisites: Prior experience working in the Pacific and/or a developing country situation. Prior experience or involvement with socioeconomic survey work. Prior experience in a similar size organization.

Responsibilities of the Senior Fisheries Scientist (invertebrates) will include:

- The identification of national priority invertebrate species, in consultation with the fisheries department and other stakeholders in each Pacific ACP;
- Design standard monitoring protocols (monitoring data, creel and market survey data, landing and export data, etc) for different invertebrate species and work with the Reef Fisheries Information Manager to develop appropriate database modules;
- Advise fisheries departments and communities how to implement appropriate monitoring programmes and management arrangements for their priority invertebrate species;
- Provide in-country training and capacity building in monitoring and management protocols for identified invertebrate species;
- Assist with and advise fisheries departments on the analysis of data collected on invertebrate species so it can be used for management purposes;
- Where needed, assist fisheries departments to design and run specific surveys on identified invertebrate species and train local capacity in the survey methodologies; and
- Produce succinct reports of activities and results soon after the completion of fieldwork so that results are given back to countries in a timely fashion.

Fisheries Economist

The Fisheries Economist will contribute to the development and application of bioeconomic models of regional tuna fisheries to estimate the economic impacts of changing economic, environmental and management conditions in the fishery on Pacific ACPs, as part of the Scientific Support for the Management of Coastal and Oceanic Fisheries in the Pacific Islands Region (SCICOFish, oceanic component). The Project has the overall objective of conservation and sustainable use of coastal and oceanic fisheries resources in the Pacific Islands region, through better management by Governments and regional fisheries management authorities, and will be funded by the European Union. The oceanic component will provide a package of scientific services to Pacific ACP Governments in support of sustainable management of oceanic fisheries resources at the national level, and regionally through their participation in the Forum Fisheries Agency and the Western and Central Pacific Fisheries Commission. The Forum Fisheries Agency will be subcontracted by SPC to provide this service, in line with the established procedures of both international organisations, and the Fisheries Economist will be appointed under FFA standard employment conditions. He will be responsible to the FFA Director of Fisheries Development, and will be based in Honiara, Solomon Islands.

Essential Qualifications/Prerequisites: Postgraduate qualifications in fisheries economics, or related field. At least five years experience in fisheries economic modelling leading to policy advice. Ability to develop computer modelling software using packages such as C++, R and AD Model Builder.

Desirable Qualifications/Prerequisites: Prior experience working in tuna fisheries.

Responsibilities of the Fisheries Economist will include:

- In collaboration with OFP staff, in particular the SPC-based Fisheries Scientist (Bioeconomic Modelling) employed on the Project, contribute to the design and development of a spatially explicit regional bioeconomic model for use in estimating the economic impact of changing economic, environmental and management conditions in the fishery on Pacific ACPs;
- Collect and compile required economic data from regional tuna fisheries to be used in the regional bioeconomic model, including detailed operational (fixed and variable) costs of different categories of fishing vessel and species-specific price data from the major tuna markets;
- In collaboration with OFP staff, in particular the SPC-based Fisheries Scientist (Bioeconomic Modelling) employed on the Project, use the regional bioeconomic model to provide policy-related information to Pacific ACPs via written reports and oral presentations at FFA regional and sub-regional management options consultations and at meetings of the Forum Fisheries Committee as required.
- Assist in the analysis of the economic impact of specific management measures that might be proposed for the western and central Pacific tuna fishery.

Fisheries Information Technology Officer

The Fisheries Information Technology Officer will provide IT support to the Scientific Support for the Management of Coastal and Oceanic Fisheries in the Pacific Islands Region (SCICOFish, oceanic component). The Project has the overall objective of conservation and sustainable use of coastal and oceanic fisheries resources in the Pacific Islands region, through better management by Governments and regional fisheries management authorities, and will be funded by the European Union. The oceanic component will provide a package of scientific services to Pacific ACP Governments in support of sustainable management of oceanic fisheries resources at the national level, and regionally through their participation in the Forum Fisheries Agency and the Western and Central Pacific Fisheries Commission. The Fisheries Information Technology Officer will be appointed under the standard employment conditions of the Secretariat of the Pacific community (SPC), and will be based in Noumea, New Caledonia. The Fisheries Information Technology Officer will be responsible to the Oceanic Fisheries Programme Principal Fisheries Scientist (Stock Assessment & Modelling) and will work closely with the staff of other sections of the Oceanic Fisheries Programme (OFP).

Essential Qualifications/Prerequisites: A tertiary qualification in computer science or a related subject. Experience in client-side and server-side Java, and C++ programming. Thorough knowledge and experience of Linux and Microsoft Windows-based operating systems. Experience in website design and maintenance.

Desirable Qualifications/Prerequisites: Familiarity with computer-based and statistical analysis of fishery, biological and ecological data.

Responsibilities of the Fisheries Information Technology Officer will include:

- Review, design, develop and support graphical visualisation tools and helper software for stock assessment models;
- Provide technical support for the development and management of stock assessment, bioeconomic modelling and ecosystem modelling software;
- Review, design, develop and support software for oceanographic data extraction, data visualisation and data management;
- Assist in the development of the SEAPODYM model to assess environmental effects on tuna population dynamics and the pelagic ecosystem;
- Administer the OFP Linux-based computer network used for stock assessment and population dynamics modelling, in cooperation with the SPC Information Technology and Communication Section;
- Provide computer programming assistance to Project staff;
- Provide generic network or computer-related assistance to Project staff.

Fisheries Scientist (Bioeconomic Modelling)

The Fisheries Scientist (Bioeconomic Modelling) will develop and apply bioeconomic models of regional tuna fisheries to estimate the economic impacts of changing economic, environmental and management conditions in the fishery on Pacific ACPs, as part of the Scientific Support for the Management of Coastal and Oceanic Fisheries in the Pacific Islands Region (SCICOFish, oceanic component). The Project has the overall objective of conservation and sustainable use of coastal and oceanic fisheries resources in the Pacific Islands region, through better management by Governments and regional fisheries management authorities, and will be funded by the European Union. The oceanic component will provide a package of scientific services to Pacific ACP Governments in support of sustainable management of oceanic fisheries resources at the national level, and regionally through their participation in the Forum Fisheries Agency and the Western and Central Pacific Fisheries Commission. The Fisheries Scientist (Bioeconomic Modelling) will be appointed under the standard employment conditions of the Secretariat of the Pacific community (SPC), and will be based in Noumea, New Caledonia. The Fisheries Scientist (Bioeconomic Modelling) will be responsible to the Oceanic Fisheries Programme Principal Fisheries Scientist (Stock Assessment & Modelling) and will work closely with the staff of other sections of the Oceanic Fisheries Programme (OFP) and the Forum Fisheries Agency (FFA).

Essential Qualifications/Prerequisites: Postgraduate qualifications in fisheries science, economics or related field. At least five years experience in fisheries bioeconomic modelling leading to policy advice. Ability to develop computer modelling software using packages such as C++, R and AD Model Builder.

Desirable Qualifications/Prerequisites: Prior experience working in tuna fisheries.

Responsibilities of the Fisheries Scientist (Bioeconomic Modelling) will include:

- In collaboration with other OFP and FFA staff, in particular the FFA-based Fisheries Economist employed on the Project, coordinate the design and development of a spatially explicit regional bioeconomic model for use in estimating the economic impact of changing economic, environmental and management conditions in the fishery on Pacific ACPs. As an initial step, the efficacy of adapting the existing SEAPODYM (Spatial Ecosystem and Population Dynamics) model for this purpose will be considered;
- Develop a model component for incorporation into SEAPODYM or other appropriate modelling platform that predicts changes in fishing effort spatial and seasonal distribution in response to tuna stock conditions and management controls;
- In collaboration with other OFP and FFA staff, in particular the FFA-based Fisheries Economist employed on the Project, use the regional bioeconomic model to provide policy-related information to Pacific ACPs via written reports and oral presentations at FFA regional and sub-regional management options consultations.

Fisheries Scientist (Ecosystem Modelling)

The Fisheries Scientist (Ecosystem Modelling) will develop and apply models of tuna and their ecosystem, leading to enhanced understanding of the population dynamics of tropical tunas and the sustainability of tuna fisheries, as part of the Scientific Support for the Management of Coastal and Oceanic Fisheries in the Pacific Islands Region (SCICOFish, oceanic component). The Project has the overall objective of conservation and sustainable use of coastal and oceanic fisheries resources in the Pacific Islands region, through better management by Governments and regional fisheries management authorities, and will be funded by the European Union. The oceanic component will provide a package of scientific services to Pacific ACP Governments in support of sustainable management of oceanic fisheries resources at the national level, and regionally through their participation in the Forum Fisheries Agency and the Western and Central Pacific Fisheries Commission. The Fisheries Scientist (Ecosystem Modelling) will be appointed under the standard employment conditions of the Secretariat of the Pacific community (SPC), and will be based in Noumea, New Caledonia. The Fisheries Scientist (Ecosystem Modelling) will be responsible to the Oceanic Fisheries Programme Principal Fisheries Scientist (Ecosystem Monitoring & Analysis) and will work closely with the staff of other sections of the Oceanic Fisheries Programme (OFP) and the Forum Fisheries Agency (FFA).

Essential Qualifications/Prerequisites: A degree in statistical and/or mathematical ecology or a related discipline, preferably at PhD level, or equivalent research experience. A thorough knowledge of quantitative and qualitative natural resource modelling and associated techniques. At least five years of professional experience in modelling population and ecosystem dynamics. Demonstrated technical proficiencies in a range of mathematical and statistical methods, including non-linear parameter estimation. Well-developed computer programming skills in one or more major languages.

Desirable Qualifications/Prerequisites: Direct experience of tuna fisheries in the Pacific region. Working knowledge of the Spatial Ecosystem and Population Dynamics Model SEAPODYM (www.seapodym.org).

Responsibilities of the Fisheries Scientist (Ecosystem Modelling) will include:

- Develop ecosystem models that assist with tuna fisheries management in Pacific ACPs, including extensive collaboration with scientists developing SEAPODYM;
- In collaboration with other OFP staff, apply SEAPODYM for estimation of the impact of local exploitation and local-meso-large-scale oceanographic variation on locally-based fishery performance in Pacific ACPs;
- Apply SEAPODYM to investigate the impacts of global warming scenarios on Pacific tuna fisheries;
- Coordinate the production of regional and national tuna resource profiles for Pacific ACPs that package the above research in a form suitable for guiding national fisheries management policies.

Fisheries Scientist (National Scientific Support)

The Fisheries Scientist (National Scientific Support) will provide scientific advice on the status of tuna and other oceanic stocks to Pacific ACPs, as part of the Scientific Support for the Management of Coastal and Oceanic Fisheries in the Pacific Islands Region (SCICOFish, oceanic component). The Project has the overall objective of conservation and sustainable use of coastal and oceanic fisheries resources in the Pacific Islands region, through better management by Governments and regional fisheries management authorities, and will be funded by the European Union. The oceanic component will provide a package of scientific services to Pacific ACP Governments in support of sustainable management of oceanic fisheries resources at the national level, and regionally through their participation in the Forum Fisheries Agency and the Western and Central Pacific Fisheries Commission. The Fisheries Scientist (National Scientific Support) will be appointed under the standard employment conditions of the Secretariat of the Pacific community (SPC), and will be based in Noumea, New Caledonia. The Fisheries Scientist (National Scientific Support) will be responsible to the Oceanic Fisheries Programme Principal Fisheries Scientist (Stock Assessment & Modelling) and will work closely with the staff of other sections of the Oceanic Fisheries Programme (OFP) and the Forum Fisheries Agency (FFA).

Essential Qualifications/Prerequisites: Postgraduate qualifications in fisheries science, or related field. Well-developed skills in computer-based analysis of fisheries data, including skills in statistical methods and computer programming. At least five years experience in fisheries stock assessment leading to policy advice. Written and verbal communication and inter-personal skills of a high order are required.

Desirable Qualifications/Prerequisites: Formal training in quantitative methods. Prior experience in tuna stock assessment. Knowledge of the tuna fisheries of the western and central Pacific region.

Responsibilities of the Fisheries Scientist (National Scientific Support) will include:

- Work with other OFP staff and fisheries staff of Pacific ACPs in the development of National Tuna Fishery Status Reports to assist in the development and implementation of their ecosystem-based tuna management plans. This will involve the analysis of fishery catch and effort and biological and oceanographic data, and interpretation of the results from stock assessment models;
- Present and discuss Status Reports at national stakeholder workshops;
- Provide contributions to briefs on scientific issues for Pacific ACPs for meetings of WCPFC, the Scientific Committee and associated Specialist Working Groups;
- Present scientific briefs to preparatory meetings of Pacific ACPs for WCPFC and the Scientific Committee;
- Provide training to national counterparts in analytical and data handling methods required to support tuna management plan implementation, through attachments and in-country workshops;

- Provide training in regional stock assessment methods and interpretation at regional workshops.

Fisheries Data Audit Officer

The Fisheries Data Audit Officer will provide the technical support to Pacific ACPs to ensure that the tuna fisheries data collected are complete and of a quality suitable for use in stock assessment and compliance-related analysis in support of domestic and regional fisheries management. This position will work closely with Oceanic Fisheries Programme (OFP) data management staff and will have responsibilities in the area of data quality control, data imports and data audits as part of the Scientific Support for the Management of Coastal and Oceanic Fisheries in the Pacific Islands Region (SCICOFish, oceanic component). The Project has the overall objective of conservation and sustainable use of coastal and oceanic fisheries resources in the Pacific Islands region, through better management by Governments and regional fisheries management authorities, and will be funded by the European Union. The oceanic component will provide a package of scientific services to Pacific ACP Governments in support of sustainable management of oceanic fisheries resources at the national level, and regionally through their participation in the Forum Fisheries Agency and the Western and Central Pacific Fisheries Commission.

The Fisheries Data Audit Officer will be appointed under the standard employment conditions of the SPC, and will be based in Noumea, New Caledonia. The Fisheries Data Audit Officer will be responsible to the Fisheries Database Manager and also work closely with the Fisheries Monitoring Supervisor, the Data Control Technicians, the Fisheries IT Officers and staff in other sections of the Oceanic Fisheries Programme.

Essential Qualifications/Prerequisites: Tertiary qualifications in computer science or other relevant discipline and at least five years experience in database programming including SQL.

Desirable Qualifications/Prerequisites: Prior experience working in the Pacific and/or a developing country situation. Some understanding and/or experience in the tuna fisheries of the region is highly desirable – the person will need to have, or develop, an expert understanding of the data collection systems in the region to undertake the work in this position.

Responsibilities of the Fisheries Data Audit Officer will include:

- Perform systematic data quality control checking on the tuna fisheries data processed at the OFP, with an emphasis on observer data;
- Import or transfer fisheries data received by member countries, FFA and other agencies into the regional databases;
- Undertake audits of Pacific ACP tuna fisheries data management systems (TUFMAN) using the standard data management audit procedures established by the OFP;
- Systematic liaison with Pacific ACPs to ensure that fisheries data provision obligations to WCPFC are discharged;
- Liaison with the OFP Data Control Technicians to ensure that data receipts are registered and acknowledged in a timely manner;

- Distribution of OFP-developed software on a regular basis
 - CES
 - Observer Query System
 - TUFMAN

Observer Support and Development Coordinator

The Observer Coordinator will oversee a transition of observer support services to reflect current and future needs in today's rapidly changing regional tuna fisheries observer environment. In particular, the Observer Support and Development Coordinator will provide technical support and coordination for the national, sub-regional and regional-level observer and port sampling programmes of Pacific ACPs, as part of the Scientific Support for the Management of Coastal and Oceanic Fisheries in the Pacific Islands Region (SCICOFish, oceanic component). The Project has the overall objective of conservation and sustainable use of coastal and oceanic fisheries resources in the Pacific Islands region, through better management by Governments and regional fisheries management authorities, and will be funded by the European Union. The oceanic component will provide a package of scientific services to Pacific ACP Governments in support of sustainable management of oceanic fisheries resources at the national level, and regionally through their participation in the Forum Fisheries Agency and the Western and Central Pacific Fisheries Commission. The Observer Coordinator will be appointed under the standard employment conditions of the Secretariat of the Pacific community (SPC), and will be based in Noumea, New Caledonia. The Observer Coordinator will be responsible to the Oceanic Fisheries Programme Principal Fisheries Scientist (Statistics & Monitoring) and will work closely with the staff of other sections of the Oceanic Fisheries Programme and other relevant regional organisations.

Essential Qualifications/Prerequisites: Tertiary qualification in biology, fisheries science or related field. At least ten years experience in tuna fishery observer programme coordination and training development.

Desirable Qualifications/Prerequisites: Prior experience working in the Pacific and/or a developing country situation.

Responsibilities of the Observer Coordinator will include:

- Assist in the design and implementation of national observer and, as appropriate, port sampling programmes for Pacific ACPs, including the provision of advice on overall structure, costs, funding sources, staffing, training and the provision of resource material;
- Liaise with national observer programmes, and those of other regional organisations, to enhance the coordination of such programmes and to support their development;
- Coordinate the development of harmonised region-wide observer certification mechanisms;
- Develop capacity in Pacific ACPs to undertake their own observer training courses;
- Direct regional certification and training standards auditing mechanisms;
- Develop procedures for observer debriefing, and develop capacity and certification standards in Pacific ACPs for observer debriefing;
- Monitor, investigate and promote appropriate new and emerging technologies that will enhance the collection of scientific data by observer programmes;
- Assist in the training, supervision and placement of observers where required.

Observer Training and Support Officer (North Pacific)

The Observer Training Officer (North Pacific) will be responsible for the coordination and delivery of appropriate training, development, advice and materials for national, sub-regional and regional-level observer and port sampling programmes of Pacific ACPs located in the North Pacific, as part of the Scientific Support for the Management of Coastal and Oceanic Fisheries in the Pacific Islands Region (SCICOFish, oceanic component). The Project has the overall objective of conservation and sustainable use of coastal and oceanic fisheries resources in the Pacific Islands region, through better management by Governments and regional fisheries management authorities, and will be funded by the European Union. The oceanic component will provide a package of scientific services to Pacific ACP Governments in support of sustainable management of oceanic fisheries resources at the national level, and regionally through their participation in the Forum Fisheries Agency and the Western and Central Pacific Fisheries Commission. The Observer Training Officer (North Pacific) will be appointed under the standard employment conditions of the Secretariat of the Pacific community (SPC), and will be based in Pohnpei, Federated States of Micronesia. The Observer Training Officer (North Pacific) will be responsible to the Oceanic Fisheries Programme Principal Fisheries Scientist (Statistics & Monitoring) and will work closely with the staff of other sections of the Oceanic Fisheries Programme.

Essential Qualifications/Prerequisites: Tertiary qualification in biology, fisheries science or related field. Extensive experience as an observer in tropical tuna fisheries and familiarity with port sampling programmes. Experience in extension training or similar activity. Ability to prepare and organize training materials. Ability to work with people in a culturally mixed environment.

Desirable Qualifications/Prerequisites: Ability to spend long periods at sea in unsupervised conditions. Good English language oral and written skills. Prior experience working in the Pacific and/or a developing country situation. Prior direct working experience with observer administrations.

Responsibilities of the Observer Training Officer (North Pacific) will include:

- Monitor the training of observers and port samplers, and assist in the coordination of national, observer, observer debriefer, port sampling and observer trainer training programmes, including follow-up courses as required, focusing on Pacific ACPs located in the North Pacific;
- Assist in the development and refinement of Competency Based Training standards for observer and port sampling training;
- Develop and prepare relevant material for observer and port sampling training;
- Provide initial debriefing of observers;
- Undertake observer and port sampling duties from time to time, to remain current with technological changes/advances in the industry and to test new data collection protocols;
- Liaise with biologists to coordinate training in biological sampling techniques;

- Identify and document the abilities of individual observers and port samplers, and report on common and recurring data errors while implementing training to eradicate such errors.
- Provide other support services to national and sub-regional observer programme administrations, as appropriate

Observer Training and Support Officer (South Pacific)

The Observer Training Officer (South Pacific) will be responsible for the coordination and delivery of appropriate training, development, advice and materials for national, sub-regional and regional-level observer and port sampling programmes of Pacific ACPs located in the South Pacific, as part of the Scientific Support for the Management of Coastal and Oceanic Fisheries in the Pacific Islands Region (SCICOFish, oceanic component). The Project has the overall objective of conservation and sustainable use of coastal and oceanic fisheries resources in the Pacific Islands region, through better management by Governments and regional fisheries management authorities, and will be funded by the European Union. The oceanic component will provide a package of scientific services to Pacific ACP Governments in support of sustainable management of oceanic fisheries resources at the national level, and regionally through their participation in the Forum Fisheries Agency and the Western and Central Pacific Fisheries Commission. The Observer Training Officer (South Pacific) will be appointed under the standard employment conditions of the Secretariat of the Pacific community (SPC), and will be based in Noumea, New Caledonia. The Observer Training Officer (South Pacific) will be responsible to the Oceanic Fisheries Programme Principal Fisheries Scientist (Statistics & Monitoring) and will work closely with the staff of other sections of the Oceanic Fisheries Programme.

Essential Qualifications/Prerequisites: Tertiary qualification in biology, fisheries science or related field. Extensive experience as an observer in tropical tuna fisheries and familiarity with port sampling programmes. Experience in extension training or similar activity. Ability to prepare and organize training materials. Ability to work with people in a culturally mixed environment.

Desirable Qualifications/Prerequisites: Ability to spend long periods at sea in unsupervised conditions. Good English language oral and written skills. Prior experience working in the Pacific and/or a developing country situation. Prior direct working experience with observer administrations.

Responsibilities of the Observer Training Officer (South Pacific) will include:

- Monitor the training of observers and port samplers, and assist in the coordination of national, observer, observer debriefer, port sampling and observer trainer training programmes, including follow-up courses as required, focusing on Pacific ACPs located in the South Pacific;
- Assist in the development and refinement of Competency Based Training standards for observer and port sampling training;
- Develop and prepare relevant material for observer and port sampling training;
- Provide initial debriefing of observers;
- Undertake observer and port sampling duties from time to time, to remain current with technological changes/advances in the industry and to test new data collection protocols;
- Liaise with biologists to coordinate training in biological sampling techniques;

- Identify and document the abilities of individual observers and port samplers, and report on common and recurring data errors while implementing training to eradicate such errors.
- Provide other support services to national and sub-regional observer programme administrations, as appropriate

Project Administration and Communications Officer

The Project Administration and Communications Officer will provide high-level administrative and communications support to Scientific Support for the Management of Coastal and Oceanic Fisheries in the Pacific Islands Region (SCICOFish). The Project has the overall objective of conservation and sustainable use of coastal and oceanic fisheries resources in the Pacific Islands region, through better management by Governments and regional fisheries management authorities, and will be funded by the European Union. The Project Administration and Communications Officer will be appointed under the standard employment conditions of the Secretariat of the Pacific community (SPC), and will be based in Noumea, New Caledonia. The Project Administration and Communications Officer will be responsible to the Director, Marine Resources Division, and work closely with the Oceanic Fisheries Programme Manager and Coastal Fisheries Programme Manager and their respective programmes.

Essential Qualifications/Prerequisites: Tertiary qualification in a relevant field and at least three years experience in providing administrative and communications support to large projects.

Desirable Qualifications/Prerequisites: Prior experience in providing administrative and communications support to EC-funded projects. Previous experience in providing administrative and communications support to large fisheries projects. Prior experience working in the Pacific and/or a developing country situation.

Responsibilities of the Project Administration and Communications Officer will include:

- In consultation with MRD staff and SPC Corporate Services, manage the day-to-day financial administration of the project, including receipt of funds, procurement and travel;
- Act as the administrative liaison point for the Project with the Regional Authorising Officer and the EC Delegation (Suva, Fiji);
- Coordinate the production of annual work plans and cost estimates, requests for payment and any other documentation required for the periodic release of funds to the Project;
- Coordinate the production of Project financial reports;
- Liaise with project auditors, monitors and evaluators;
- Assist in the production of six-monthly and annual Project narrative reports, including internal monitoring of performance against logical framework indicators;
- Coordinate the production of content for the Project web pages;
- Coordinate the production of press releases, popular articles and other materials, to enhance the visibility of the Project and the EC amongst stakeholders and the general public.

ANNEX II

General Conditions applicable to European Union contribution agreements with international organisations

General and administrative provisions

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GENERAL AND ADMINISTRATIVE PROVISIONS

Article 1 - GENERAL OBLIGATIONS

1.1 The Organisation shall ensure that the Action is carried out in accordance with the Description of the Action contained in Annex 1 and is responsible for achieving the objectives set out therein. The Organisation shall report on the indicators of achievement specified in the Description of the Action.

1.2 The Organisation shall implement the Action with the requisite degree of care, efficiency, transparency and diligence, as required by best practice in the field concerned, and in compliance with this Agreement.

The Organisation shall make every effort to mobilise all the financial, human and material resources required for full implementation of the Action, as specified in the Description of the Action.

1.3 The Organisation may act either alone or in partnership with one or more organisations mentioned in the Description of the Action. It may also contract parts of the Action, in accordance with the provisions of article 10 hereof.

Partners participate in implementing the Action, and the costs they incur are eligible under the same conditions as those incurred by the Organisation.

The Organisation is fully responsible for the co-ordination and execution of all contracted activities.

1.4 The Organisation undertakes to ensure that the conditions imposed upon it under Articles 1, 3, 4, 5, 6, 7, 14, 16 and 17 of this Agreement also apply to all partners and, where applicable, contractors involved.

1.5 The Organisation shall take appropriate measures to prevent irregularities, fraud, corruption or any other illegal activity in the management of the Action. All suspected and actual cases of irregularity, fraud and corruption related to this Agreement as well as measures related thereto taken by the Organisation must be reported to the Contracting Authority without delay.

Where appropriate the Organisation shall terminate contracts with partners, contractors or agents involved in fraudulent behaviour or corrupt practices in connection with this or any other actions implemented by the Organisation and financed by the European Union or the Contracting Authority, and take all reasonable measures to recover funds unduly paid.

1.6 Without prejudice to Articles 1.3 and 10, the Agreement and the payments attached to it may not be assigned to a third party in any manner whatsoever without the prior written consent of the Contracting Authority.

1.7 The provisions regarding "Joint Management Actions" in these General Conditions may be applied where at least one of the following conditions is met:

- the performance of the Action requires the pooling of resources from a number of donors, and where it is not reasonably possible or appropriate to assign the share contributed by each donor to each type of expenditure (hereinafter, "Multi-donor

Actions”). Article 3(2) of the Special Conditions will not show the percentage of estimated total eligible cost, to which the Contracting Authority contributes, where the final funding of the Action is not known at the time of signing the Agreement, or

- the European Commission and the Organisation are bound by a long-term framework agreement laying down the administrative and financial arrangements for their cooperation; or
- the European Commission and the Organisation have jointly assessed the feasibility and defined the implementation of the Action.

1.8 Where the European Union is not the Contracting Authority, it shall not be a party to this Agreement, which shall only confer on it rights and obligations where explicitly stated. It will nevertheless endorse the Agreement to ensure that the Contracting Authority’s contribution is eventually paid by the EU budget¹, and the provisions on visibility in this Agreement will apply accordingly.

Article 2 - OBLIGATIONS REGARDING INFORMATION AND FINANCIAL AND NARRATIVE REPORTS

2.1 The Organisation shall provide the Contracting Authority with full information on the implementation of the Action. To that end, the Organisation shall provide before signature of this Agreement a work plan for the first period of implementation as specified in the Description of the Action. The Organisation shall also draw up progress reports and a final report. These reports shall consist of a narrative part and a financial part. Reporting, narrative as well as financial, shall cover the whole of the Action, regardless of whether this Action is wholly financed or co-financed by the Contracting Authority.

2.2 The Contracting Authority may request additional information at any time, providing the reasons for the request. Such information shall be supplied within 30 days of the request.

2.3 The Organisation shall send the Contracting Authority progress reports in accordance with the provisions below. Every report shall provide a complete account of all aspects of implementation for the period covered.

The report shall be laid out in such a way as to allow comparison of the objective(s), the means envisaged or employed (in particular all expenses actually incurred by the Organisation), the results expected and obtained and the budget details for the Action. The level of detail in any report should match that of the Description of the Action and of the Budget for the Action.

2.4 The narrative report shall directly relate to this Agreement and shall at least include:

- Summary and context of the Action;
- Activities carried out during the reporting period (i.e. directly related to the Action description and activities foreseen in this Agreement);

¹ Where the contribution is financed out of the European Development Fund, mentions of European Community financing must be read as referring to European Development Fund financing.

- Difficulties encountered and measures taken to overcome problems;
- Changes introduced in implementation;
- Achievements/results by using the indicators included in this Agreement;
- Work plan for the following period including objectives and indicators of achievement. If the report is sent after the end of the period covered by the preceding work plan, a new work plan, albeit provisional, is always required before such date.

2.5 The final report shall contain the above information (excluding the last indent) covering the whole implementation period of this Agreement, information on the measures taken to identify the European Union as the source of financing and details on the transfers of assets mentioned in article 7.3 if relevant, plus a full summary of the Action's income and expenditure and payments received.

2.6 The reports shall be presented in the same language as the Agreement. They shall be submitted at the following intervals:

if payments follow option 1 in Article 15.1:

- a progress report shall be forwarded to the Contracting Authority at the end of every twelve-month period, where the implementation period of this Agreement is longer;
- a final report shall be forwarded to the Contracting Authority within six months of the end of the implementation period of this Agreement as defined in Article 2 of the Special Conditions;

if payments follow option 2 in Article 15.1:

- a progress report shall accompany every request for further instalment of pre-financing;
- the final report shall be forwarded to the Contracting Authority within six months of the end of the implementation period of this Agreement as defined in Article 2 of the Special Conditions.

2.7 Reports will be submitted in Euro, and may be drawn from financial statements denominated in other currencies as per the Organisation's legislative requirements. Where necessary, actual expenditure will be converted into Euro using the rate of exchange at which the Contracting Authority's contribution was recorded in the Organisation's accounts, unless otherwise specified in article 4(3) of the Special Conditions.

2.8 Any additional reporting requirement will be set out in the Special Conditions.

2.9 If the Organisation fails to supply a final report by the final report deadline laid down in Article 2.6, and fails to furnish an acceptable written explanation of the reasons why it is unable to comply with this obligation, the Contracting Authority may refuse to pay any outstanding amount and recover any amounts unduly paid.

Furthermore, where the Organisation fails to present a progress report and where relevant a request for payment by the end of each twelve-month period following the date laid down in Article 2(2) of the Special Conditions, the Organisation shall inform the Contracting Authority of the reasons why it is unable to do so, and shall provide a

summary of the state of progress of the Action. If the Organisation fails to comply with this obligation, the Contracting Authority may terminate the Agreement in accordance with the first indent of Article 12.2, refuse to pay any outstanding amount and recover any amounts unduly paid.

- 2.10 In addition to the above mentioned reports, the Organisation will ensure that progress and situation reports, publications, press releases and updates, relevant to this Agreement, are communicated to the Contracting Authority as and when they are issued.

The Organisation and the Contracting Authority (the "Parties") will further endeavour to promote close collaboration and exchange of information on the Action. The Organisation will invite the European Commission to join any donor committee which may be set up in connection with Multi-Donor Actions.

- 2.11 In any event the Organisation shall inform the Contracting Authority without delay of any circumstances likely to hamper or delay the implementation of the Action.

Article 3 - LIABILITY

- 3.1 The Organisation shall have sole responsibility for complying with any legal obligation incumbent on it.
- 3.2 The Contracting Authority cannot under any circumstances or for any reason whatsoever be held liable for damage or injury sustained by the staff or property of the Organisation while the Action is being carried out or as a consequence of the Action. The Contracting Authority cannot therefore accept any claim for compensation or increases in payment in connection with such damage or injury.
- 3.3 Subject to the rules governing the Organisation's privileges and immunities, the Organisation shall assume sole liability towards third parties, including liability for damage or injury of any kind sustained by them in respect of or arising out of the Action. The Organisation shall discharge the Contracting Authority of all liability associated with any claim or action brought as a result of an infringement by the Organisation or the Organisation's employees or individuals for whom those employees are responsible of rules or regulations, or as a result of violation of a third party's rights.

Article 4 - CONFLICT OF INTERESTS

The Organisation undertakes to take all necessary precautions to avoid conflicts of interests and shall inform the Contracting Authority without delay of any situation constituting or likely to lead to any such conflict.

There is a conflict of interests where the impartial and objective exercise of the functions of any person under this Agreement is compromised for reasons involving family, emotional life, political or national affinity, economic interest or any other shared interest with another party.

Article 5 - CONFIDENTIALITY

Subject to article 16, the Contracting Authority and the Organisation undertake to preserve the confidentiality of any document, information or other material directly related to the Agreement and duly classified as confidential, until at least five years after the end date as specified in article 12.5. Where the European Commission is not the

Contracting Authority, it shall still have access to all documents communicated to the Contracting Authority, and will maintain the same confidentiality.

Article 6 - VISIBILITY AND TRANSPARENCY

- 6.1 Unless the European Commission requests or agrees otherwise, the Organisation shall take all appropriate measures to publicise the fact that an Action has received funding from the European Union. Information given to the press, the beneficiaries of an Action, all related publicity material, official notices, reports and publications, shall acknowledge that the Action was carried out "with funding by the European Union" and shall display in an appropriate way the European logo (twelve yellow stars on a blue background).

It is understood that the Organisation's equipment and vehicles may routinely carry its emblem and other indications of ownership prominently displayed. In cases where equipment or vehicles and major supplies have been purchased using funds provided by the European Union, the Organisation shall include appropriate acknowledgement on such vehicles, equipment and major supplies (including display of the European logo (twelve yellow stars on a blue background) provided that such actions do not jeopardise the Organisation's privileges and immunities and the safety and security of the Organisation's staff.

- 6.2 The size and prominence of the acknowledgement and European Union logo shall be clearly visible in a manner that will not create any confusion regarding the identification of the Action as an activity of the Organisation, the ownership of the equipment and supplies by the Organisation, and the application to the Action of the Organisation's privileges and immunities.
- 6.3 All publications by the Organisation pertaining to Actions that have received funding from the European Union, in whatever form and whatever medium, including the internet, shall carry the following or a similar disclaimer: "This document has been produced with the financial assistance of the European Union. The views expressed herein can in no way be taken to reflect the official opinion of the European Union."
- 6.4 If the equipment bought with a European Union contribution is not transferred to local partners of the Organisation or the final recipient of the Action at the end of the implementation period of this Agreement, the visibility requirements as regards this equipment (in particular display of the European logo) shall continue to apply between the end of the implementation period of this Agreement and the end of the overall Action, if the latter is longer.
- 6.5 Publicity pertaining to European Union contributions shall quote these contributions in Euro, in parenthesis if necessary. The Organisation's publications and reports prepared in response to, and in accordance with, its legislative directives are excluded from this provision.
- 6.6 The Organisation accepts that the Contracting Authority and the European Commission (where it is not the Contracting Authority) publish in any form and medium, including on their websites the name and address of the Organisation, the purpose of the contribution as well as the amount contributed and if relevant the percentage of co-financing.

Upon a duly substantiated request by the Organisation, the European Commission may agree to forego such publicity if disclosure of the above information would risk threatening the Organisation's safety or harming its interests.

- 6.7 With due regard to the applicable rules on confidentiality, security and protection of personal data, the Organisation shall publish, on an annual basis, including by electronic means such as Internet, the following information on grant and procurement contracts financed by the Contracting Authority: title of the contract/project, name and nationality of the contractor or grant beneficiary and amounts of the contract/project. For Multi-donor Actions, the level of information will comply with the Organisation's rules and procedures pertaining to ex-post publicity.

The Organisation shall provide to the Contracting Authority the address of the website where this information can be found and shall authorise the publication of such address in the Contracting Authority's internet site.

The Organisation ensures that the obligation to publish this information is also applied by its implementing partners as described in Annex I of this Agreement, with regard to their own grant and procurement contracts financed by the Contracting Authority.

Article 7 - OWNERSHIP/USE OF RESULTS AND EQUIPMENT

- 7.1 Ownership, title and industrial and intellectual property rights in the results of the Action and the reports and other documents relating to it shall vest in the Organisation, as the case may be together with third parties or as may otherwise be agreed by the Organisation.
- 7.2 Notwithstanding the provisions of the first paragraph and subject to Article 5, the Organisation grants the Contracting Authority (and the European Commission where it is not the Contracting Authority) the right to use free of charge and as it sees fit all documents deriving from the Action, whatever their form, provided it does not thereby breach existing industrial and intellectual property rights.
- 7.3 Unless otherwise specified in the Special Conditions, the equipment, vehicles and supplies paid for by the Contracting Authority's funding shall be transferred to local authorities or partners (excluding commercial contractors) of the Organisation or to the final recipients of the Action by the end of the Action. The documentary proof of those transfers shall be kept for verification along with the documents mentioned in article 16.3.

Article 8 - EVALUATION OF THE ACTION

- 8.1 Representatives of the European Commission shall be invited to participate in the main monitoring and in the evaluation missions relating to the performance of the Action. The results of such missions shall be reported to the European Commission.
- 8.2 This is without prejudice to any evaluation mission which the European Commission as a donor may wish to perform. Evaluation missions by representatives of the European Commission should be planned and completed in a collaborative manner between the Organisation's staff and the European Commission's representatives, keeping in mind the commitment of the Parties to the effective and efficient operation of this Agreement. These missions are to be planned ahead and procedural matters are to be agreed upon by the European Commission and the Organisation in advance. The mission will offer to make a draft of its report available to the Organisation for comments prior to final issuance.

Article 9 - AMENDMENT OF THE AGREEMENT

- 9.1 Any modification of the Agreement, including the annexes thereto, shall be set out in writing in an amendment.

If the request for an amendment comes from the Organisation, the latter shall submit that request to the Contracting Authority one month before the amendment is intended to enter into force, unless there are special circumstances duly substantiated by the Organisation and accepted by the Contracting Authority. A request to extend the implementation period of this Agreement must be duly justified and submitted no later than one month before the end of it.

- 9.2 Where a modification to the Description of the Action and/or the Budget does not affect the basic purpose of the Action and the financial impact is limited to a transfer within a single budget heading, including cancellation or introduction of an item, or a transfer between budget headings involving a variation (as the case may be in cumulative terms) of 15 % or less of the amount originally entered (or as modified by a formal amendment) in relation to each concerned heading for eligible costs, the Organisation may amend the Budget and shall inform the Contracting Authority accordingly in writing. This method may not be used to amend headings for administrative costs or the contingency reserve.

Changes of address and changes of bank account may simply be notified in writing to the Contracting Authority. Changes of bank account must be specified in the request for payment, using the financial identification form attached as Annex IV.

Article 10 - CONTRACTING

- 10.1 If parts of the Action are contracted, the contracting arrangements, including in particular the principles for the award of procurement and grants, will be as specified in the Description of the Action. If they are not specified therein, the Organisation will present them to the Contracting Authority as soon as they are available. The Organisation will also inform the Contracting Authority, with as much prior notice as possible, of changes in these arrangements. The Organisation will provide detailed information on contracting arrangements in the final report.

- 10.2 Unless otherwise agreed by the Parties in writing, the procurement of any goods, works or services and the award of grants by the Organisation and its partners in the context of the Action shall be carried out in accordance with the applicable rules and procedures adopted by the Organisation.

This is based on the understanding that the Organisation's rules and procedures conform to internationally accepted standards, in compliance with the principles of transparency, proportionality, sound financial management, equal treatment and non discrimination, care being taken to avoid any conflict of interests.

Without prejudice to the specific procedures and exceptions applied by the Organisation, the award by the Organisation of grants financed by the Contracting Authority's contribution shall comply with the following principles:

- may not be cumulative, awarded retrospectively or have the purpose or effect of producing a profit for the grant beneficiary;
- must involve co-financing from other donors, save in cases of humanitarian and crisis situation, the protection of health and fundamental rights of people, where the grant

beneficiaries are third countries or other international organisations and where it is in the interest of the European Commission to be the sole donor.

- 10.3 If allowed by the applicable regulatory provisions of the European Union, the origin of the goods and the nationality of the organisations, companies and experts selected for carrying out activities in the Action shall be determined in accordance with the Organisation's relevant rules. In any event goods, organisations, companies and experts eligible under the applicable regulatory provisions of the European Union shall be eligible.

In all other cases the partners, contractors, experts and goods, the cost of which are financed out of the Contracting Authority's contribution, shall originate in the European Union or the country or countries eligible under the programme of which the Action is part. Any departure from the rules of origin and nationality set out above is subject to the specific provisions of the applicable regulatory provisions of the European Union.

- 10.4 The Organisation shall adopt reasonable measures, in accordance with its own procedures, to ensure that potential candidates or tenderers and grant beneficiaries shall be excluded from the participation in a procurement or award procedure financed by the Contracting Authority's contribution, if:

- they are bankrupt or being wound up, are having their affairs administered by the courts, have entered into an arrangement with creditors, have suspended business activities, are the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- they have been convicted of an offence concerning their professional conduct by a judgement which has the force of *res judicata*;
- they have been the subject of a judgement which has the force of *res judicata* for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the EU's financial interests;
- they are guilty of misrepresentation in supplying the information required as a condition of participation in the procedure or fail to supply this information.
- are subject to a conflict of interest.

- 10.5 In the event of failure to comply with the above provisions the relevant costs shall not be eligible for funding by the Contracting Authority.

Article 11 - IMPLEMENTATION PERIOD OF THE AGREEMENT, SUSPENSION, FORCE MAJEURE

- 11.1 Irrespective of the starting date and implementation period of the Action, the implementation period of this Agreement shall be as set out in Article 2 of the Special Conditions

- 11.2 The Organisation may suspend implementation of all or part of the Action if circumstances (chiefly *force majeure*) make it too difficult or dangerous to continue. It shall inform the Contracting Authority without delay and provide all the necessary details. This Agreement may be terminated in accordance with Article 12.1. If the Agreement is not terminated, the Organisation shall endeavour to minimise the duration

beneficiaries are third countries or other international organisations and where it is in the interest of the European Commission to be the sole donor.

- 10.3 If allowed by the applicable regulatory provisions of the European Union, the origin of the goods and the nationality of the organisations, companies and experts selected for carrying out activities in the Action shall be determined in accordance with the Organisation's relevant rules. In any event goods, organisations, companies and experts eligible under the applicable regulatory provisions of the European Union shall be eligible.

In all other cases the partners, contractors, experts and goods, the cost of which are financed out of the Contracting Authority's contribution, shall originate in the European Union or the country or countries eligible under the programme of which the Action is part. Any departure from the rules of origin and nationality set out above is subject to the specific provisions of the applicable regulatory provisions of the European Union.

- 10.4 The Organisation shall adopt reasonable measures, in accordance with its own procedures, to ensure that potential candidates or tenderers and grant beneficiaries shall be excluded from the participation in a procurement or award procedure financed by the Contracting Authority's contribution, if:

- they are bankrupt or being wound up, are having their affairs administered by the courts, have entered into an arrangement with creditors, have suspended business activities, are the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- they have been convicted of an offence concerning their professional conduct by a judgement which has the force of *res judicata*;
- they have been the subject of a judgement which has the force of *res judicata* for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the EU's financial interests;
- they are guilty of misrepresentation in supplying the information required as a condition of participation in the procedure or fail to supply this information.
- are subject to a conflict of interest.

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of the suspension and may resume implementation of the Action once the conditions allow, and shall inform the Contracting Authority accordingly.

- 11.3 The Contracting Authority may request the Organisation to suspend implementation of all or part of the Action if circumstances (chiefly *force majeure*) make it impossible or too difficult or dangerous to continue. This Agreement may be terminated in accordance with Article 12.1. If the Agreement is not terminated, the Organisation shall endeavour to minimise the duration of the suspension and shall resume implementation of the Action once the conditions allow, with the prior written approval of the Contracting Authority.
- 11.4 The implementation period of this Agreement is automatically extended by an amount of time equivalent to the duration of the suspension. This is without prejudice to any amendments to the Agreement which may be necessary to adapt the Action to the new implementing conditions.
- 11.5 *Force majeure* shall mean any unforeseeable exceptional situation or event beyond the Parties' control which prevents either of them from fulfilling any of their obligations under this Agreement, was not attributable to error or negligence on their part (or of their partners, contractors, agents or employees), and could not have been avoided by the exercise of due diligence. Defects in equipment or material or delays in making them available, labour disputes, strikes or financial problems cannot be invoked as *force majeure* by the defaulting party. Neither of the Parties shall be held liable for breach of its obligations under the Agreement if it is prevented from fulfilling them by *force majeure*. Without prejudice to Articles 11.2 and 11.3 above, the Party invoking *force majeure* shall notify the other without delay, stating the nature, likely duration and foreseeable effect, and take any measure to minimise possible damage.

Article 12 - TERMINATION OF THE AGREEMENT

- 12.1 If, at any time, either Party believes that the purposes of this Agreement can no longer be effectively or appropriately carried out, it shall consult the other Party. Failing agreement on a solution, either Party may terminate this Agreement by serving two months' written notice. In this event, the Organisation shall be entitled to payment of the contribution only for the part of the Action carried out, and to reimbursement of commitments entered into by the Organisation for the implementation of the Action, which the Organisation cannot reasonably terminate on legal grounds.
- 12.2 Where the Organisation:
- fails, without justification, to fulfil any of the obligations incumbent on it and, after being given notice by letter to comply with those obligations, still fails to do so or to furnish a satisfactory explanation within 30 days of sending of the letter;
 - fails to comply with articles 1.5, 1.6 or 4;
 - makes false or incomplete statements to obtain the contribution provided for in the Agreement or provides reports that do not reflect reality;
 - commits financial irregularities or is guilty of grave professional misconduct;
 - undergoes legal, financial, technical or organisational change that is liable to affect this Agreement substantially or to call the award decision into question;

the Contracting Authority will enter into discussions with the Organisation and, failing a proper solution within one month, may terminate this Agreement, without prior notice and without paying compensation of any kind. In that event the Contracting Authority may demand full or partial repayment of any amounts unduly paid, after allowing the Organisation to submit its observations.

- 12.3 Prior to or instead of terminating the Agreement as provided for in Article 12.2, the Contracting Authority may suspend payments or (exceptionally) the eligibility of expenses as a precautionary measure, informing the Organisation immediately.
- 12.4 This Agreement shall be automatically terminated if it has not given rise to a payment by the Contracting Authority (including pre-financing) within three years of its signature.
- 12.5 Unless this Agreement is earlier terminated pursuant to this Article 12.2, the payment obligations of the European Union hereunder shall cease at the "end date", which shall occur 18 months after the end of the implementation period as defined in Article 2 of the Special Conditions.

The Contracting Authority notifies the Organisation of any postponement of the end date. The Contracting Authority shall postpone the end date, so as to be able to fulfil its payment obligations, in all cases where the Organisation has filed the payment request in accordance with contractual provisions or, in case of dispute, until completion of the dispute settlement procedure provided for in article 13.

Article 13 - SETTLEMENT OF DISPUTES

- 13.1 The Parties shall endeavour to settle amicably any dispute or complaint relating to the interpretation, application or fulfilment of this Agreement, including its existence, validity or termination. In default of amicable settlement, any Party may refer the matter to arbitration in accordance with the Permanent Court of Arbitration Optional Rules for Arbitration Involving International Organisations and States in force at the date of this Agreement.
- 13.2 The language to be used in the arbitral proceedings shall be English. The appointing authority shall be the Secretary General of the Permanent Court of Arbitration following a written request submitted by either Party. The Arbitrator's decision shall be binding on all Parties and there shall be no appeal.
- 13.3 Nothing in this Agreement shall be interpreted as a waiver of any privileges or immunities accorded to any Party hereto by its constituent documents or international law.

FINANCIAL PROVISIONS

Article 14 - ELIGIBLE COSTS

- 14.1 To be considered eligible as direct costs under this Agreement, costs must:
 - be necessary for carrying out the Action, be provided for specifically in this Agreement and comply with the principles of sound financial management, in particular value for money and cost-effectiveness;

- have actually been incurred during the implementation period of this Agreement as defined in article 2 of the Special Conditions, whatever the time of actual disbursement by the Organisation;
- be recorded in the Organisation's or Organisation's partners' accounts, be identifiable, backed by originals of supporting evidence (as the case may be in electronic form), and verifiable pursuant to the provisions of article 16.4.

14.2 Subject to the above and without prejudice to article 10.4, the following direct costs of the Organisation or its implementing partners may in particular be eligible:

- the cost of staff assigned to the Action, corresponding to actual salaries plus social security charges and other remuneration-related costs (including in the form of provisions made in accordance with the Organisation accounting rules in case of Joint Management Action). Identifiable personnel costs at headquarters level arising as a direct consequence of the Action may be included. Salaries and costs will not exceed those normally borne by the Organisation or partners;
- travel and subsistence costs for staff taking part in the Action, provided they do not exceed those normally borne by the Organisation or partners;
- purchase costs for equipment (new or used) which are attributable to the Action;
- purchase costs for goods and services (transport, storage and distributing, rent of equipment, etc.) which are directly attributable to the Action;
- costs directly arising out of, or related to, accepting or distributing contributions in kind;
- costs of consumables and supplies directly attributable to the Action;
- expenditure on contracting directly attributable to the Action;
- the proportion of field office costs that corresponds to the amount of activity directly attributable to the Action or to the proportion of funding by the Contracting Authority;
- costs deriving directly from the requirements of this Agreement (dissemination of information, evaluation specific to the Action, specific reporting for the needs of the Contracting Authority, translation, reproduction, insurance, targeted training for those involved in the Action, etc.) including financial service costs (in particular bank fees for transfers).

14.3 The following costs shall not be considered eligible:

- debts and provisions for possible future losses or debts;
- interest owed by the Organisation to any third party;
- items already financed from other sources;
- purchases of land or buildings;
- currency exchange losses;

- have actually been incurred during the implementation period of this Agreement as defined in article 2 of the Special Conditions, whatever the time of actual disbursement by the Organisation;
- be recorded in the Organisation's or Organisation's partners' accounts, be identifiable, backed by originals of supporting evidence (as the case may be in electronic form), and verifiable pursuant to the provisions of article 16.4.

14.2 Subject to the above and without prejudice to article 10.4, the following direct costs of the Organisation or its implementing partners may in particular be eligible:

- the cost of staff assigned to the Action, corresponding to actual salaries plus social security charges and other remuneration-related costs (including in the form of provisions made in accordance with the Organisation accounting rules in case of Joint Management Action). Identifiable personnel costs at headquarters level arising as a direct consequence of the Action may be included. Salaries and costs will not exceed those normally borne by the Organisation or partners;
- travel and subsistence costs for staff taking part in the Action, provided they do not exceed those normally borne by the Organisation or partners;
- purchase costs for equipment (new or used) which are attributable to the Action;
- purchase costs for goods and services (transport, storage and distributing, rent of equipment, etc.) which are directly attributable to the Action;
- costs directly arising out of, or related to, accepting or distributing contributions in kind;
- costs of consumables and supplies directly attributable to the Action;
- expenditure on contracting directly attributable to the Action;
- the proportion of field office costs that corresponds to the amount of activity directly attributable to the Action or to the proportion of funding by the Contracting Authority;
- costs deriving directly from the requirements of this Agreement (dissemination of information, evaluation specific to the Action, specific reporting for the needs of the Contracting Authority, translation, reproduction, insurance, targeted training for those involved in the Action, etc.) including financial service costs (in particular bank fees for transfers).

14.3 The following costs shall not be considered eligible:

- debts and provisions for possible future losses or debts;
- interest owed by the Organisation to any third party;
- items already financed from other sources;
- purchases of land or buildings;
- currency exchange losses;

- taxes, duties and charges charged to the Organisation (unless the Organisation is not able to reclaim them and if allowed by the applicable regulatory provisions of the European Union).

- 14.4 A fixed percentage of direct eligible costs, not exceeding 7 %, may be claimed as indirect costs by the Organisation to cover the administrative overheads incurred for the Action.

Subject to the above, for comparable Actions and Actions where there is more than one donor the amount recovered shall not, in percentage terms, be higher or lower than for other comparable contributions.

Indirect costs are eligible provided that they do not include costs assigned to another heading of the budget of this Agreement.

Indirect costs may be charged on the value of in-kind commodities delivered by the Contracting Authority, including their associated costs.

Where the rates applied in accordance with the Organisation's governing bodies' decisions exceed 7%, the Organisation may recover the balance as direct eligible costs, subject to the provisions governing direct eligible costs referred to in this article 14 being fulfilled.

Indirect costs shall not be eligible where the Agreement concerns the financing of an Action where the Organisation is already receiving an operating grant from the European Union during the period in question.

- 14.5 A contingency reserve may be included in the Budget of the Action, to cover any adjustment necessary in the light of changed circumstances on the ground. The contingency reserve should not be higher than 5% of eligible costs and can only be used with the prior written (by letter) authorisation of the Contracting Authority, upon a duly justified request from the Organisation.

- 14.6 In the case of co-financing, contributions in kind made by the Organisation or its partners may neither be considered as co-financing nor as eligible costs. The cost of staff assigned to the Action is not a contribution in kind and may be considered as co-financing in the Budget for the Action when paid by the Organisation or its partners.

Article 15 - PAYMENTS

- 15.1 Payment procedures are set out in Article 4 of the Special Conditions and follow one of the two options below:

Option 1: When the implementation period of the Agreement does not exceed 12 months or the contribution is less than EUR 100 000

The Contracting Authority will provide a payment of pre-financing of from 80% up to 95% of the sum referred to in Article 3(2) of the Special Conditions less contingencies within 45 days of receiving the Agreement signed by both Parties and accompanied by a request for payment conforming to the model attached as Annex V.

The Contracting Authority will pay the balance within 45 days of approving the final report.

Option 2: When the implementation period of the Agreement exceeds 12 months and the contribution is of EUR 100 000 or more

The Contracting Authority will provide a payment of pre-financing of from 80% to 95% of that part of the forecast budget for the first 12 months of an Action which is being financed by it (excluding contingencies) within 45 days of receiving the Agreement signed by both Parties and accompanied by a request for payment conforming to the model attached as Annex V.

Each further instalment of pre-financing will cover the remainder of the Contracting Authority's part of the planned budget for the previous period (including any approved contingencies) plus a pre-financing of from 80% to 95% of that part of the forecast budget for the subsequent 12-month period (or of the remaining period if shorter as regards the last instalment of pre-financing) which is financed by it (excluding contingencies), and be made by the Contracting Authority within 45 days of approving a progress report, provided that at least 70% of the immediately preceding payment (and 100% of previous payments if any) has been incurred, as proven by the relevant report. For the purpose of this provision funds are incurred when they are the subject of a formal legal commitment between the Organisation (or its partners) and a third party.

The Contracting Authority will pay the balance within 45 days of approving the final report.

- 15.2 Any report will be deemed approved 45 days after receipt, accompanied by a request for payment conforming to the model attached as Annex V, if the Contracting Authority has not reacted.

If the Contracting Authority does not intend to approve a report, as submitted, it shall revert to the Organisation with a request explaining the reason and specifying the additional information it requires within the first 45-day period. The deadline for approving the report shall be suspended pending the receipt of the requested information. If the Contracting Authority deems that a payment request cannot be met, it shall revert to the Organisation with a request explaining the reason and specifying the additional information it requires within the second 45-day period. The payment period shall be suspended pending the registration of a properly formulated payment request.

Reports shall be presented in accordance with the stipulations of Article 2.

Approval of a report does not imply recognition of the regularity, authenticity, completeness and correctness of the declarations and information contained therein.

- 15.3 On expiry of the payment period specified in article 15.1, the Organisation may, within two months of receiving late payment, demand interest at the rate applied by the European Central Bank to its principal refinancing operations, as published in the C series of the Official Journal of the European Union on the first day of the month in which payment was due, increased by three and a half percentage points.

The interest shall be payable for the period elapsing from the day following expiry of the time limit for payment up to the day of payment. Any partial payment shall first cover the interest.

The interest shall not be treated as an income for the purposes of determining the final amount of European Union financing within the meaning of article 17. The suspension of payment by the Contracting Authority may not be considered as late payment.

- 15.4 The level of pre-financing referred to in article 15.1 above shall be set at a level of between 80% and 95 % in 5% increments taking into account past record of the Organisation in particular as regards timely submission of the final report.
- 15.5 The Contracting Authority will make payments in EUR into the bank account referred to in the financial identification form in Annex IV. Where payment is to be made to a bank account which is already known to the Contracting Authority, the Beneficiary may provide a copy of the relevant financial identification form.
- 15.6 Where feasible, the funds paid by the Contracting Authority shall be maintained in Euro denominated bank accounts. They may be pooled together with contributions from other donors. They may be exchanged for other currencies in order to facilitate their disbursement.
- 15.7 For Joint Management and/or Multi-Donor Actions, the Organisation's rules and procedures pertaining to bank interest shall apply, and an equal treatment among donors shall be ensured. This is based on the understanding that these rules and procedures conform to internationally accepted standards.

In all other cases, interest earned by the Organisation on funds received from the Contracting Authority shall be identified as such and reflected in reports to the Contracting Authority. In such cases, subject to the conditions provided for in the applicable regulations of the European Union:

- for pre-financing payments equal or below EUR 250 000 (or for crisis management, equal or below EUR 750 000 per agreement at the end of each financial year and for projects of a duration of more than 12 months), interests earned on such pre-financing payments shall not be due to the Contracting Authority.
- for pre-financing payments exceeding the amounts indicated above and below EUR 750 000 (except in case of crisis management), interest earned on such pre-financing payments shall be assigned to the Action and deducted from the payment of the balance of the amounts due to the Organisation, unless the Contracting Authority requests the Organisation to reimburse the interest generated by pre-financing payments before the payment of the balance.
- for pre-financing payments exceeding EUR 750 000 per agreement at the end of the financial year, the amount of earned interests on such pre-financing payments shall be recovered by the Contracting Authority for each reporting period following the implementation of the Agreement.

Article 16 - ACCOUNTS AND TECHNICAL AND FINANCIAL CHECKS

16.1 The Organisation shall keep accurate and regular records and accounts of the implementation of the Action. Separate accounts shall be kept for each Action, and shall detail all income and expenditure.

For Joint Management and/or Multi-Donor Actions, the accounting regulations and rules of the Organisation shall apply. This is based on the understanding that these regulations and rules conform to internationally accepted standards.

In all other cases the Organisation shall use a dedicated double-entry book-keeping system as part of or as an adjunct to the Organisation's own accounts. This dedicated system shall follow the procedures dictated by professional practice and provide precise details of interest accruing on funds paid by the Contracting Authority.

16.2 Financial transactions and financial statements shall be subject to the internal and external auditing procedures laid down in the Financial Regulations, Rules and directives of the Organisation. A copy of the audited financial statements shall be submitted to the European Commission by the Organisation.

16.3 The Organisation shall, until at least five years after the end date as specified in article 12.5:

- keep financial accounting documents concerning the activities financed by the contribution and,
- make available to the competent bodies of the European Union, upon request, all relevant financial information, including statements of accounts concerning the Action, whether they are executed by the Organisation or by its implementing partners or contractors.

16.4 In conformity with its financial regulations, the European Union, including its Court of Auditors, may undertake, including on the spot, checks related to the Actions financed by the Contracting authority.

16.5 These provisions shall be applied in accordance with any specific agreement concluded in this respect by the Organisation and the European Union.

Article 17 - FINAL AMOUNT OF FINANCING BY THE CONTRACTING AUTHORITY

17.1 The total amount to be paid by the Contracting Authority to the Organisation may not exceed the maximum contribution established by Article 3(2) of the Special Conditions, even if the overall actual expenditure exceeds the estimated total budget set out in Annex III.

17.2 Where Article 3(2) of the Special Conditions sets out a maximum percentage of estimated total eligible cost to be financed by the Contracting Authority, and if the eligible costs at the end of the Action are less than the estimated total cost specified in Article 3(1) of the Special Conditions, the contribution of the Contracting Authority may be limited to the amount produced by multiplying the actual expenditure by the percentage laid down in Article 3(2) of the Special Conditions.

Where the percentage set out in article 3(2) of the Special Conditions is likely to change in the course of implementation, the Organisation will consult the Contracting Authority without delay so as to agree on appropriate measures, in accordance with Article 9.

- 17.3 The Organisation accepts that the contribution of the Contracting Authority shall be limited to the amount required to balance income and expenditure for the Action and that it may not in any circumstances result in a surplus for the Organisation.
- 17.4 In cases where the Action is suspended or not completed within the implementation period of this Agreement, the funds that remain unexpended after all liabilities incurred in this period have been satisfied, including interest earned where applicable, will be reimbursed to the Contracting Authority.
- 17.5 Where the Action is not carried out at all, or is not carried out properly, in full or on time and without prejudice to its right to terminate this Agreement pursuant to article 12.2, the Contracting Authority may, after allowing the Organisation to submit its observations and without prejudice to article 13, reduce the contribution pro rata the actual implementation of the Action on the terms laid down in this Agreement.

Article 18 - RECOVERY

- 18.1 Where recovery is justified, the Organisation undertakes to repay to the Contracting Authority within 45 days of the issuing of the debit note, the latter being the letter by which the Contracting Authority requests the amount owed by the Organisation, any amounts paid in excess of the final amount due.
- 18.2 If the Organisation fails to repay by the due date, the sum due shall bear interest at the rate indicated in article 15.3. The interest shall be payable for the period elapsing from the day following expiry of the time limit for payment up to the day of payment. Any partial payment shall first cover the interest.
- 18.3 Amounts to be repaid to the Contracting Authority may be offset against amounts of any kind due to the Organisation, after informing it accordingly. The Organisation's prior consent is not required. This shall not affect the Parties' option to agree on payment in instalments.
- 18.4 Bank charges incurred by the repayment of amounts due to the Contracting Authority shall be borne entirely by the Organisation.

Annex III: Total Budget for the Action

Budget Item	Oceanic	Coastal	Total
Total staff costs	2,912,500	1,412,500	4,325,000
Travel and subsistence costs	390,000	550,000	940,000
Training costs	512,500	440,000	952,500
Equipment and services	155,000	175,000	330,000
Consumables and other supplies	80,000	80,000	160,000
Subcontracts/consultancies	206,000	296,000	502,000
Fieldwork costs	250,000	280,000	530,000
Result dissemination, visibility			350,000
Total direct costs			8,089,500
Eligible indirect costs (7%)			566,265
TOTAL			8,655,765

2. Indicative Cost Breakdown for Every Year of Action

Budget Item	2010	2011	2012	2013	TOTAL
Total staff costs	380,000	1,355,000	1,355,000	1,235,000	4,325,000
Travel and subsistence costs	190,000	260,000	260,000	230,000	940,000
Training costs	187,500	255,000	255,000	255,000	952,500
Equipment and services	135,000	60,000	90,000	45,000	330,000
Consumables and other supplies	40,000	50,000	35,000	35,000	160,000
Subcontracts/consultancies	113,000	163,000	138,000	88,000	502,000
Fieldwork costs	195,000	195,000	70,000	70,000	530,000
Dissemination of results, visibility	82,500	82,500	92,500	92,500	350,000
Total direct costs	1,323,000	2,420,500	2,295,500	2,050,500	8,089,500
Eligible indirect costs (7%)	92,610	169,435	160,685	143,535	566,265
TOTAL	1,415,610	2,589,935	2,456,185	2,194,035	8,655,765

ANNEX V

Request for payment for contribution agreement with an international organisation

Date of the request for payment <.....>

For the attention of
<Address of the Contracting Authority>
<Financial unit indicated in the Agreement>¹

Reference number of the Agreement: ...

Title of the Agreement: ...

Name and address of the Organisation: ...

Request for payment number: ...

Period covered by the request for payment: ...

Dear Sir/Madam,

I hereby request payment of the first prefinancing/further instalment of prefinancing/balance² under the Agreement mentioned above.

The amount requested is [as indicated in Article 4.2 of the Special Conditions of the Agreement/the following: ...]³

Please find attached the following supporting documents:

- signed Agreement (for the payment of the first prefinancing)
- narrative and financial progress report (for further instalments of pre-financing)
- final implementation report (for payment of the balance)⁴

The payment should be made to the following bank account:...⁵

I hereby certify on honour that the information contained in this request for payment is full, reliable and true, that the costs incurred can be considered eligible in accordance with the Agreement and that this request for payment is substantiated by adequate supporting documents that can be checked.

Yours faithfully,

<signature>

¹ Please do not forget to address a copy of this letter to the Commission delegation mentioned in Article 5.1 of the Special Conditions of the Agreement.

² Delete the two options which do not apply.

³ Delete the option which does not apply.

⁴ Delete the items which do not apply.

⁵ Indicate the account number shown on the identification form annexed to the Agreement. In the event of change of bank account, please complete and attach a new identification form as per model.

Annex VI: Institutional Assessment Report (2007) "Short-comings and recommendations"

INSTITUTIONAL ASSESSMENT REPORT OF SPC (2007) KPMG

Paragraph 5: Shortcomings and recommendations

We provide the following list of areas which need to be reviewed and resolved by the organization:

- We note that the audited financial statements of the organization do not provide a comparative analysis of budgeted and actual income and expenditure. We believe that such an analysis would be useful for the users of the financial statements for improved reporting and data analysis purposes;
- At present the organization does not have a documented risk management framework in place. The current risk management process is that, during their monthly meetings, the Executive Management discusses any matters which are of threat to the organization and its activities. A documented risk management programme and framework for the organization should be considered addressing the organisation's risk and threats and how these will be managed.
- The organization does not have an internal audit function and an audit committee. The organization should consider the setting up of an internal audit function or have the internal audit function outsourced. The need for an internal audit function has become more relevant to SPC particularly in light of its rapid growth in recent years. Our discussions with the DG highlighted that an internal audit function will be set up as part of the organisation's corporate strategic engagement facility.
- The present FAPPM is considered to be very brief in respect of procurement procedures and does not extend into specific details with respect to the tendering procedures which are practiced by the SPC. We recommend that the organization update its FAPPM to document in detail its current procurement and tendering practices. The organization should also consider adopting different procurement procedures for procurements of different types and values. We have been advised by the DG that the current FAPPM will be updated for the procurement procedures and a time-frame has been set for the completion of this exercise.

Annex VII

**SCIENTIFIC SUPPORT FOR THE MANAGEMENT OF COASTAL AND
OCEANIC FISHERIES IN THE PACIFIC ISLANDS REGION
(SciCOFish)**

10.ACP.RPA.01

Decision Number: 021-370

Contract Number: FED/2010/ 235-690

2010 WORK PLAN AND COST ESTIMATE

FINANCE: 10TH EDF EUROPEAN DEVELOPMENT FUND

List of ACRONYMS

ACP	African, Caribbean and Pacific
CoFish	Pacific Regional Coastal Fisheries Development Project
DevFish2	Development of Tuna fisheries in the Pacific ACP Countries
EC	European Commission
EDF	European Development Fund
EEZ	Exclusive Economic Zone
FFA	Forum Fisheries Agency
IUU	Illegal, Unregulated and Unreported
MCS	Monitoring, Control and Surveillance
NGOs	Non-Governmental Organisations
P-ACP	Pacific-African, Caribbean and Pacific
PC	Project Coordinator
PROCFish	Pacific Regional Oceanic and Coastal Fisheries Development Project
RAO	Regional Authorizing Officer
RIP EDF 10	Regional Indicative Programme 10 th European Development Fund
SciCOFish	Scientific support for the management of coastal and oceanic fisheries in the Pacific Islands region
SciFish	Scientific support for the management of oceanic fisheries in the Pacific Islands region
SEAPODYM	Spatial Ecosystem and Population Dynamics Model
SPC	Secretariat of the Pacific Community
TA	Technical Assistance
UVC	Underwater Visual Census
WCPFC	Western and Central Pacific Fisheries Commission

INTRODUCTION

The fisheries resources of the Pacific ACP countries are central in efforts to improve the lives of their people. The oceanic resources provide around a quarter of the world's tuna catch and support both small and large fishing enterprises; provide government revenue; and, in many countries, represent the main opportunity for economic development. Coastal fisheries contribute to food security and the livelihoods of hundreds of thousands of people across the region. Both oceanic and coastal resources are at risk of overfishing however. In the oceanic fishery, a rapid growth in industrial fishing effort threatens two important commercial species of tuna. In coastal fisheries, food fish resources are over-exploited around major population centres, while certain invertebrate species harvested for export are severely depleted across much of the region. Well-informed management action is needed to halt and reverse these trends.

The Regional Strategy Paper and the Indicative Programme agreed between the Pacific ACP Countries and the European Community (EC) for the period 2008–2013 identifies Sustainable Management of Natural Resources as one of two focal areas for EDF10 cooperation. The Intervention Framework for this focal area targets assisting the region in developing the economic potential of its natural resources in a sustainable way through sound science on which to base management decisions, while looking at expanding the regions export sectors in natural resources and creating an enabling environment for the benefit of regional trade arrangements.

SciCOFish will complement the ongoing EDF-funded SciFish Project, while following on from the PROCFish and CoFish projects, which were focused on tuna and reef fishery assessment and monitoring, in fulfilling the vision of the Regional Strategy Paper and the RIP for Pacific ACP/EC cooperation in fisheries, and will broaden the growing pattern of cooperation between the Pacific ACP countries and the EC in fisheries generally.

OVERALL OBJECTIVE

The overall objective of the SciCOFish project is the conservation and sustainable use of coastal and oceanic fisheries resources in the P-ACP region. It addresses a key aspect of the Regional Indicative Programme (RIP), namely, the development of cost-effective solutions for the sustainable management of marine and land-based resources. It directly responds to the P-ACP leaders' Vava'u Declaration and the recent 2008 Forum meeting in Niue, which called for comprehensive fisheries conservation measures, both in EEZs and on the high seas; and the sustainable and effective management of national coastal fisheries.

PROJECT PURPOSE

The SciCOFish purpose is to provide a reliable and improved scientific basis for management and decision making in oceanic and coastal fisheries. The project will provide the P-ACP countries with the means to develop efficient management measures, the skills to monitor their effectiveness, and some important tools to combat IUU fishing on the high seas. A 'demand-driven' approach to implementation will ensure that assistance is provided to those countries which are most likely to take up management advice.

PROJECT RESULTS

Project results will be in two main areas: scientific support for oceanic fisheries management (Component 1) and monitoring and management of coastal fisheries (Component 2). These components will strengthen scientific understanding of oceanic and coastal systems, respectively, and will facilitate addressing cross-cutting issues such as ecosystem relationships and the impacts of climate change through linking results via databases. The oceanic activities will provide scientific support for new tuna management initiatives adopted by P-ACPs at a critical time for conservation of the stocks. In particular, intensive observer training and enhancement of national fishing activity databases will, in combination with the development of a monitoring, control and surveillance (MCS) strategy under the proposed DevFish2 study, allow more effective identification and deterrence of IUU fishing activities. Furthermore, the proposed modelling studies respond to calls by P-ACP countries to develop tools and strategies to evaluate national impacts from management measures and mitigate the effects of climate change. The coastal activities will be focused, by means of initial stakeholder consultations, on projects combining an urgent resource management issue with a strong local capability to address the issue and maintain a long-term programme.

Component 1: Pacific ACP governments, the FFA and the WCPFC will be provided with scientific data, modelling, and advice on oceanic fisheries to underpin their management decision making and strategic positioning.

Project activities include:

- 1-1. *Observer Training and Systems*
- 1-2. *Integrated Tuna Fisheries Databases*
- 1-3. *Bioeconomic Modelling and National Advice*
- 1-4. *Ecosystem Modelling of Management and Climate Change*
- 1-5. *Validate Key Model Parameters through Tagging*

Component 2: P-ACP governments, private sector and communities will be provided with technical methods and training to monitor coastal fisheries, resulting in practical scientific advice to inform management decisions, and development of in-country capacity to evaluate their effectiveness.

Project activities include:

- 2-1. *Conduct Stakeholder Consultation.*
- 2-2. *Develop Local Capacity to Implement Field Monitoring Protocols.*
- 2-3. *Develop and Implement Secondary Data Collection Protocols.*
- 2-4. *Develop Management Advice.*

PROJECT IMPLEMENTATION

Organisational set-up and responsibilities

The project will be implemented through Joint Management. A Financing Agreement has been signed between the Commission and the Regional Authorising Officer (RAO). A Contribution Agreement has been signed between the Commission and SPC.

The Director of the Marine Resources Division of SPC will be the project supervisor. Day to day administration will be the responsibility of the Project Administrator.

A steering committee will be set up to oversee and validate the overall direction and policy of the project (or other responsibilities to be specified). The project steering committee will meet once a year.

The project steering committee will be made up of:

- representatives of the 14 P-ACP countries (normally the most senior fisheries official in each country), and a representative of Timor Leste,
- a representative of the Regional Authorising Officer
- the project supervisor (and other project staff as needed),
- the project administrator,
- a representative of the Head of Delegation of the European Commission for the Pacific with observer status,
- other SPC and FFA members and regional organisations with an interest in fisheries, may also attend as observers.

CONTRIBUTION AGREEMENT COST ESTIMATE FOR PROJECT

A.	Total staff costs	4,325,000
B.	Travel and subsistence costs	940,000
C.	Training costs	952,500
D.	Equipment and services	330,000
E.	Consumables and other supplies	160,000
F.	Subcontracts/consultancies	502,000
G.	Fieldwork costs	530,000
H.	Dissemination of results, visibility	350,000
	Total direct costs	8,089,500
I.	Eligible indirect costs	566,265
	TOTAL	8,655,765

REPORTING

SPC will compile 6 monthly reports detailing activities against project milestones and indicators as described in the Logical Framework. These reports will be sent to the RAO and the EC Delegation (Suva) within 30 days of completion of each 6 month period. A consolidated annual report will be presented at the PSC.

The reporting will be carried out pursuant to the rules and procedures set out in the special and general conditions of the Standard Contribution Agreement, i.e. Annex II of the Contribution Agreement for this project.

2010 COST ESTIMATE

The cost estimate for 2010 is Euros 1,415,610 broken down as follows:

A.	Total staff costs	380,000
B.	Travel and subsistence costs	190,000
C.	Training costs	187,500
D.	Equipment and services	135,000
E.	Consumables and other supplies	40,000
F.	Subcontracts/consultancies	113,000
G.	Fieldwork costs	195,000
H.	Dissemination of results, visibility	82,500
	Total direct costs	1,323,000
I.	Eligible indirect costs	92,610
	TOTAL	1,415,610

DETAILED WORK PLAN

Following the recruitment of most staff for the two components of the project and the purchase of equipment for these staff, the following activities will be undertaken during the first year of the project (up to 31 December 2010).

ACTIVITIES

The main activities scheduled for Year 1 Component 1 (Oceanic) of the project are as follows:

- Observer training will be undertaken in FSM, and observer debriefer training provided to several north Pacific ACPs (e.g., FSM, Palau, Marshall Islands, Kiribati);
- An observer coordinators workshop will be held with participation of national observer coordinators from all Pacific ACPs;
- Procedures will be developed and documented for national tuna data audits and auditing systems for national port sampling and logsheet programmes will be trialled in one Pacific ACP;
- A national tuna data officer from one ACP country will be attached to SPC HQ for training;
- Consultancy work will be carried out on the SEAPODYM model to further develop the software for the provision of national-level analyses;
- National Tuna Fishery Status Reports will be completed for two ACP countries; at least one of these will involve in-country stakeholder consultation by project staff and attachment training of national staff at SPC headquarters;
- A one-two month tuna tagging cruise focusing on bigeye tuna in the central Pacific will be carried out.

The main activities scheduled for Year 1 Component 2 (Coastal) of the project are as follows:

- A regional workshop with NGOs and others involved in the collection of coastal fisheries monitoring data covering finfish, invertebrates or habitat.
- Staff will travel to countries to do a needs-assessment of the types of monitoring assistance that is needed to address their specific management needs, with the use of consultant(s) to assist in this process if needed.
- Staff will also commence fieldwork when requests are received or identified for specific monitoring or assessment work necessary for making management decisions, with the use of consultant(s) to assist in this process if needed.

- Staff and consultants will be used for developing management advice and/or plans where there is an urgent need and countries are equipped and prepared to do this.
- Commence the development of database modules for specific monitoring approaches that are identified from the workshop or from country needs assessments.
- Manuals will be produced to cover underwater visual census (UVC) or finfish, and survey methodologies for invertebrates. Draft manuals exist from the PROCFish/C and CoFish projects, so these will be reviewed, finalized and published.
- At least one national or sub-regional workshop covering monitoring protocols or data collection and analysis.

Activities shared by both components of the project will comprise:

- A gender analysis of the project will be undertaken, either in house or through the use of consultants.
- A project steering committee meeting will be convened to provide guidance to the project team.
- A visit to East Timor will be undertaken to identify opportunities for project engagement.
- Project reports and workplans for the next year will be prepared.
- Materials will be produced to promote EU visibility.

ADMINISTRATION OF THE PROJECT FUND AND AUDIT REQUIREMENTS

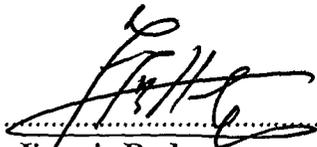
Mobilisation of the Project Fund

- a) The funds necessary to cover the expenditure approved in the Work Plan and Cost Estimate are committed on the basis of supporting documents such as requisitions, order forms, invoices etc. in the normal SPC systems of raising expenditure requests. A record of these commitments, together with original supporting documents, is to be kept up to date by the Finance Section and the component managers for the purpose of keeping an account of commitments.
- b) Expenditure is cleared (verification of invoices, statements) and authorized by the Head of Programme/Head of Section and the Project Coordinator at SPC.
- c) The payment order accompanied by the supporting documents is forwarded to the accounting officer in the Finance Section at SPC who is responsible for executing payment.
- d) Mobilisation of funds will be in accordance with the procedures of SPC as an international organisation and the Contribution Agreement.
- e) The accounts will be audited annually by an independent auditor selected through a tender process.

1 APPROVAL OF THE WORK PROGRAMME AND COST ESTIMATE

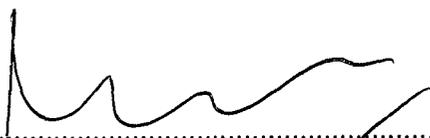
The Work Plan and Cost Estimate is signed by the Organization, approved by the Regional Authorising Officer and endorsed by the Head of Delegation for the Pacific.

Signed by the Organization:


.....
Dr Jimmie Rodgers
Director-General
Secretariat of the Pacific Community

16/4/10
.....
Date

Approved by:


.....
Mr. Wiepke van der Goot
Delegate
EU Delegation to the Pacific

7/4/10
.....
Date

PROJECT LOGICAL FRAMEWORK

Narrative Summary	Performance/Success Indicators	Means of Verification	Assumptions
Overall Objective			
<p>Conservation and sustainable use of coastal and oceanic fisheries resources in the Pacific Islands region.</p>	<ul style="list-style-type: none"> • Effort on yellowfin and bigeye tuna reduced to at least the level required to reach <i>F_{msy}</i> (the fishing mortality associate with the maximum sustainable yield) or lower, for both species. • Tuna discards by purse seiners reduced to less than 1% of catch (<12,000 t) confirmed by 100% observer coverage. • At least some management measures adopted in each of 5 coastal areas with measureable signs of recovery observed in baseline monitoring (indicators to be established under this project). 	<ul style="list-style-type: none"> • National stock assessment reports • Region-wide stock status reports • Comparisons to baselines established in this study. 	
Project Purpose			
<p>To provide a reliable and improved scientific basis for management advice and decision making in oceanic and coastal fisheries.</p>	<ul style="list-style-type: none"> • 100% of project stock assessment results for 4 main tuna species accepted by WCPFC Scientific Committee and forwarded to full Commission for decision-making. • Observer coverage rates reach regionally-agreed levels by 2012 (100% for purse seine vessels) with no decrease in data quality. • At least 5 P-ACP countries adopt coastal fisheries management measures in line with project recommendations. 	<ul style="list-style-type: none"> • Report of WCPFC Scientific Committee • Report of WCPFC Technical and Compliance Committee • National regulations and management plans. 	<ul style="list-style-type: none"> • P-ACP governments have the political will to fully consider the best scientific advice when taking decisions. • P-ACP governments can receive and deploy funds intended to support the cost of observers from fishing fleets. • Increased observer coverage is effective in improving compliance.
Project Results			
<p><i>Result 1:</i> P-ACP governments, the FFA and the WCPFC are provided with scientific data, modelling, and advice to underpin their management decision making and strategic positioning.</p> <p><i>Result 2:</i> P-ACP governments, private sector and communities are equipped to monitor coastal fisheries to provide scientific advice in support of sustainable management of these resources P-ACP governments, private sector and communities will be provided with technical methods and training to monitor coastal fisheries, scientific advice to inform management decisions, and development of in-country capacity to evaluate their effectiveness.</p>	<ul style="list-style-type: none"> • National tuna fisheries databases operational in 15 P-ACPs • Tuna data audits conducted for at least 10 P-ACPs • 300 observers trained, 10 observer trainers and 10 observer debriefers operational • 14 P-ACP's report data to WCPFC as per their obligations • 10 region-wide stock assessments for key tuna species, using the latest updated data, provided to decision-makers during 2010-2013 • 1 regional and 10 national reports providing bioeconomic modelling advice • 1 regional and 10 national reports (including Timor Leste) providing advice on tuna resource vulnerability to environmental variability including climate change • Country specific needs prioritised for all P-ACPs • Assessments and management recommendations given for at least 5 major coastal fisheries. • Standard monitoring protocols implemented and sustained in at least 5 P-ACPs • Regional data repository maintained and national data provided for backup from at least 5 countries/fisheries. 	<ul style="list-style-type: none"> • SPC databases populated with these data • Data audit reports • WCPFC Science Committee and Technical and Compliance Committee reports • Regional/national bioeconomic reports • Regional/national tuna resource profiles including climate change impacts • Project reports • National databases • SPC repository database 	<ul style="list-style-type: none"> • There is sufficient political will to heed scientific advice. • Complementary actions, for example surveillance cooperation on IUU fishing, will continue. • P-ACP governments will commit the human resources for initial and sustained fishery monitoring. • P-ACP governments will implement identified management measures.

Project Activities			
1.1 Observer Training and Systems	Resources		Cost €
1.2 Integrated Tuna Fisheries Databases			
1.3 Bioeconomic Modelling and National Advice	Total Staff Costs		4,325,000
1.4 Ecosystem Modelling of Management and Climate Change	Travel and subsistence costs		940,000
1.5 Validate Key Model Parameters through Tagging	Training costs		952,500
2.1 Conduct Stakeholder Consultation	Equipment and services		330,000
2.2 Develop and Implement Field Monitoring Protocols	Consumables and other supplies		160,000
2.3 Develop and Implement Secondary Data Collection Protocols	Subcontracts/consultancies		502,000
2.4 Develop Management Advice	Fieldwork costs		530,000
	Dissemination of results		260,000
	Visibility		90,000
	Total direct costs		8,089,500
	Eligible indirect costs		566,265
	Monitoring and Evaluation		100,000
	Contingency Reserve		244,235
	TOTAL		9,000,000
			<ul style="list-style-type: none"> • Fishing industries cooperate in biological and bioeconomic research. • National fisheries training institutions willing to host and maintain observer training courses. • Suitable vessel can be chartered for biological research (tagging). • P-ACP governments can commit human resources for coastal fisheries training and attachments. • Adequate local equipment and infrastructure are available for maintenance of coastal fisheries databases.