

IWC68
Finance and Administration Committee

Agenda item 3.4.4

Paper submitted by the IWC Secretariat

**Proposed Letter of Agreement (LoA) as a Contract between IWC
and the
UN Food and Agriculture Organization (FAO)**

For F&A and Commission:

Provide for information draft LoA,
which is a contract with the FAO for
a Common Oceans ABNJ II project
to be conducted by the IWC

This draft Letter of Agreement (LoA) was prepared as a contract for a project that will be part of the larger FAO project “Sustainable Management of Tuna Fisheries and Biodiversity Conservation in the Areas Beyond National Jurisdiction”. The document provides a description of the project, the list of deliverables, a calendar, and timing and conditions for disbursing the funding.

The IWC has secured funding for this four-and-a-half-year project, to be conducted in collaboration with two tuna Regional Fishery Management Organisations (RFMOs) and other partners. The project will assess overall cetacean bycatch to determine priority fisheries, in order to develop and test techniques to be widely and effectively applied to mitigate impacts on cetaceans of bycatch in the tuna fisheries. Best practices from will be reviewed and tested in the local fishing communities.

The project will start with a regional data collation and gap analyses, and spatial bycatch risk assessment at the ocean basin scale in the Indian and Western Pacific Oceans. It also aims to address the mitigation of cetacean bycatch by collaboratively working with RFMOs, national governments, experts and the fishing industry to raise awareness of practical solutions available for monitoring and mitigation and the need to implement these.

The LoA is in the final stages of review by FAO and is expected to be approved later this fall. The current version is attached as Annex A.

Annex A

Viale delle Terme di Caracalla,
00153 Rome, Italy

Fax: +39 0657053152

Tel: +39 0657051

www.fao.org

FAO Budget Code:

Your Ref.:

GRMS Supplier Number:

PO Number :

LETTER OF AGREEMENT

Between

the Food and Agriculture Organization of the United Nations (“FAO”)

and

International Whaling Commission

The Red House,

135 Station Road,

Impington, Cambridge,

CB24 9NP, UK

For provision of

“Assessing and addressing cetacean bycatch in tuna fisheries”

1. Introduction

The Food and Agriculture Organization of the United Nations (hereinafter referred to as “FAO”) and *The International Whaling Commission* (hereinafter referred to as the “Service Provider”) (together hereinafter referred to as the “Parties”) have agreed that the Service Provider will provide certain services defined in **detail** in the attached Annex (the “Services”) which forms an integral part of this Letter of Agreement (hereinafter the “Agreement”) in support of the FAO-GEF Project Sustainable Management of Tuna Fisheries and Biodiversity Conservation in the Areas Beyond National Jurisdiction. To enable the Service Provider to provide the Services, FAO will pay the Service Provider a total amount not exceeding *USD 320,000 (three hundred twenty thousand United States Dollars)*, which represents FAO’s maximum financial liability, into the Service Provider’s account specified in paragraph 2 below.

In performing the Services, the Service Provider will comply in full and without delay with all rules and regulations that are issued by national and local governments regarding quarantine, public health, and/or the holding of public events and gatherings. In case of failure to comply, FAO may cancel part of the Services, and suspend or terminate the Agreement in accordance with the provisions detailed in the section “Delays and Termination” of this Agreement.

2. Detailed Banking Instructions

Bank name: BARCLAYS BANK PLC

Bank country and city: Cambridge, United Kingdom

Bank branch address: 15 Bene’t Street, Cambridge, CB2 3PZ

SWIFT code: BUKBGB22

Account name: International Whaling Commission

Address and postcode: The Red House 135 Station Road Impington, Cambridge CB24 9NP, UK

Account number: 47674355

Exact bank account holder's name: International Whaling Commission

Account currency: USD

Bank branch code or sort code: 20-17-19

IBAN number: GB91 BUKB 2017 1947 6743 55

3. Designation of the FAO Responsible Officer.

Ms Kathrin Hett

Monitoring and Evaluation Officer

FAO of the UN

Viale delle Terme di Caracalla - 00153 Rome, ITALY

Tel: +39 06570 53537

Email: Kathrin.Hett@fao.org

4. Entry into force and period of validity.

The Agreement will enter into force upon the date of signature by the Service Provider, by FAO or on 1 October 2022 **whichever of the three dates is the latest** and will terminate on 31 December 2026.

5. Purpose

a) The purpose for which the funds provided by FAO under this Agreement shall be used are the following:

(i) **Objective.** The Services will contribute to the following Organizational objective

Better production, Programme Priority Area: Blue transformation

The Agreement will be part of the Project "Sustainable Management of Tuna Fisheries and Biodiversity Conservation in the Areas Beyond National Jurisdiction" (GCP/GLO/1000/GFF) funded by the Global Environment Facility (GEF).

(ii) **Outcome .** The services will contribute to project Outcome 3.3

Mitigation techniques supported by data are widely and effectively applied to mitigate impacts to bycatch species with seabird bycatch reduced by 40%, increased acceptance of ten best practices by fishers, and seven regional fisheries management organizations (RFMOs) measures requiring mitigation techniques reducing the impacts on bycatch species

For cetaceans, the project plans to undertake regional data collation and gap analyses and spatial bycatch risk assessment at ocean basin scale. It also aims to address the mitigation of cetacean bycatch by collaboratively working with RFMOs, national governments, experts and the fishing industry to raise awareness of practical solutions available for monitoring and mitigation and the need to implement these.

Outputs. The Service Provider will contribute to the delivery of project output 3.3.2: At least three monitoring and management systems to quantify and mitigate bycatch strengthened.

- (i) **Activities.** The Service Provider will undertake the following activities, taking into account the need for a multi-taxa approach:
- Regional cetacean bycatch risk assessments for two regions (Indian Ocean, Western Central Pacific) to identify and prioritise specific areas, gears and fleets requiring bycatch management;
 - Increased testing of effectiveness of potential bycatch mitigation solutions in Indian Ocean by conducting trials in collaboration with fishery operators, analysing and sharing relevant results and information across the region;
 - Improve knowledge of potential risk of fish aggregating devices (FADs) to large whales across Pacific and Indian Ocean by collating existing information and seeking additional data through ongoing experiments (see papers from WCPFC 2022 Scientific Committee meetings);
 - Cetacean bycatch data collection harmonized between tuna-RFMOs (t-RFMOs) and other intergovernmental organizations (IGOs); work with partners to improve the quality/quantity of cetacean bycatch data reported to t-RFMOs;
 - Awareness raised in RFMO contracting governments (in Indian Ocean, and Pacific Ocean) on cetacean bycatch risk posed by various gears and likely locations with high bycatch; awareness of effective and practical solutions available to manage and mitigate and maintain viable fishing communities;
 - Increased availability of information on cetacean distribution and abundance in ABNJ in Indian Ocean, and Pacific Ocean through a pan-ocean area review of available information and ongoing surveys by national research institutions (e.g. the IWC Power Cruise in the Pacific, cruises conducted by NOAA in the Western Pacific Ocean, and surveys in the Indian Ocean as available);
 - Capacity building efforts undertaken in at least 6 countries to improve understanding of best practice for addressing cetacean bycatch;
 - Draft recommendations on cetacean bycatch Conservation and Management Measures (CMMs) to be considered by t-RFMOs and their members, and implemented as appropriate by contracting governments, including data reporting requirements, observer coverage, and tailored restrictions on gear type and/or gear deployment.
- b) A detailed description of the Services including technical and operational requirements, budget, work plan and timeframe, performance indicators and means of verification, as well as inputs to be provided free-of-charge by the Service Provider and FAO, if any, are set out in detail in the Annex.

6. General Conditions

- a) Funds provided by FAO under this Agreement are to be used by the Service Provider exclusively for the provision of the Services in accordance with the budget set out in the Annex. Neither the Service Provider nor its personnel nor any other persons providing the Services on its behalf, will incur any additional commitment or expense on behalf of FAO.

- b) The Service Provider will be responsible for all activities related to the provision of the Services and the acts or omissions of all employees, agents or other representatives, and authorized subcontractors providing the Services on its behalf. FAO will not be held responsible for any accident, illness, loss or damage which may occur during the provision of the Services or any claims, demands, suits, judgements, arising there from, including for any injury to the Service Provider's employees, or to third parties, or any loss of, damage to, or destruction of property of third parties, arising out of or connected to the Service Provider's work or performance under this Agreement.
- c) The Service Provider shall not utilize funds received under this Agreement to subcontract services or procure items except as specifically provided for in the Annex or as specifically approved in writing by FAO. Any subcontracting arrangement shall in no way relieve the Service Provider of the responsibility for the provision/delivery of the Services required under this Agreement. Subcontracts or procurement of the items set forth in the Annex shall be procured in conformity with the Service Provider's own procurement rules and procedures. The Service Provider confirms that its procurement rules and procedures, and their implementation, ensure that the procurement process is transparent and consistent with generally-accepted principles governing public sector procurement to obtain best value for money. The Service Provider will ensure that its agreements with any subcontractor include the obligation to maintain appropriate records for a period of five years and FAO's right to review, audit and have access to all documentation and sites related to the activities carried out in connection with this Agreement.
- d) The Service Provider shall make and thereafter maintain, in compliance with national legislation, provision for adequate insurance to cover such risks as damage to property and injuries to persons, as well as third party liability claims.
- e) The personnel assigned by the Service Provider to provide the Services are not considered in any respect as being employees or agents of FAO. Nothing in this Agreement or in any document or arrangement relating thereto shall be construed as conferring any privileges or immunities of FAO on the Service Provider, its personnel or any other persons providing the Services on its behalf.
- f) Nothing in this Agreement or in any document relating thereto, shall be construed as constituting a waiver of privileges or immunities of FAO, or as its acceptance of the jurisdiction of the courts of any country over disputes arising out of this Agreement.
- g) The present Agreement shall be governed by general principles of law, to the exclusion of any single national system of law. General principles of law shall be deemed to include the UNIDROIT Principles of International Commercial Contracts of 2016.
- h) In providing the Services, the Service Provider shall conform to all national laws applicable to its activities and its relations to third parties, including employees. The Service Provider shall promptly correct any violations thereof and shall keep FAO informed of any conflict or problem arising in relation to national authorities. In particular, in performing the Services, the Service Provider will comply in full and

without delay with all rules and regulations that are issued by national and local governments regarding quarantine, public health, and/or the holding of public events and gatherings. In case of failure to comply, FAO may cancel part of the Services, and suspend or terminate the Agreement in accordance with the provisions detailed in the section “Delays and Termination” of this Agreement. In addition, the Service Provider may not, as part of the Services described in this Agreement, arrange any international travel for individuals that are not under their employment, without the prior notification and written clearance from the FAO LoA Responsible Officer who is named below. Such notification should clearly mention the name of the traveller, reason for travel, and the origin and destination of the journey

- i) The Service Provider shall observe the highest standard of ethics in providing the Services and agrees to adhere to the UN Supplier Code of Conduct, which can be viewed at <https://www.un.org/Depts/ptd/about-us/un-supplier-code-conduct>
- j) The Service Provider confirms that it has not engaged in, nor will engage in, any corrupt, fraudulent, collusive, coercive, unethical or obstructive practices in entering into or implementing this Agreement. If FAO determines that the Service Provider has engaged in such practices, it may impose sanctions, including termination of the Agreement, as provided by FAO’s Sanctions Procedures (http://www.fao.org/fileadmin/user_upload/procurement/docs/FAO_Vendors_Sanctions_Policy_-_Procedures.pdf). In addition, information on sanctioned Service Providers and other third parties may be shared with other Intergovernmental or UN Organizations. This provision must be included in all subcontracts, sub-agreements or assignments entered into by the Service Provider under this Agreement.
- k) For the purpose of this Agreement, the following terms shall have the following meanings:
- (i) *“Fraudulent practice” is any act or omission, including misrepresentation that knowingly or recklessly misleads, or attempts to mislead, a party to obtain, financial and/or other benefit and/or to avoid an obligation.*
 - (ii) *“Coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party.*
 - (iii) *“Collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party.*
 - (iv) *“Corrupt practice” is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value whether tangible or intangible to improperly influence the actions of another party.*
 - (v) *“Unethical practice” is an act or omission contrary to the conflict of interest, gifts and hospitality or post-employment FAO policy (<http://www.fao.org/unfao/procurement/codedeconduitethique/en/>), as*

well as any provisions or other published requirements of doing business with FAO, including the UN Supplier Code of Conduct; and

- (vi) *“Obstructive practice” is an act or omission by the Service Provider or its affiliates, successors or assigns that may prevent or hinder the work of the Investigation Unit of the FAO Office of the Inspector General.*
- l) The Service Provider shall take all reasonable precautions to avoid any conflict of interest in the implementation of the Services and shall inform FAO without delay of any situation constituting or likely to entail a conflict of interest including any FAO personnel having an interest of any kind in the Service Provider’s activities.
- m) In order to enter into an agreement with FAO, the Service Provider, and any of its agents or authorized subcontractors, should not be suspended, debarred or otherwise identified as ineligible by any Intergovernmental or UN Organization, including any organization within the World Bank Group or any multi-lateral development bank, or by the institutions and bodies of economic integration organizations (e.g., the European Union). The Service Provider is required to disclose to FAO whether it, or any of its agents or authorized subcontractors, is subject to any sanction or temporary suspension imposed by any such organization or National Authority at any time during the three years prior to this Agreement or at any time throughout the execution of this Agreement. The Service Provider recognizes that a breach of this provision will entitle FAO to terminate its Agreement with the Service Provider immediately upon notice to the Service Provider, without any liability for termination charges or any other liability of any kind of FAO.
- n) Unless authorized in writing by FAO, the Service Provider shall not advertise or otherwise make public that it has a contractual relationship with FAO, nor shall the Service Provider, in any manner whatsoever use the name or emblem of FAO, or any abbreviation of the name of FAO.
- o) Any intellectual property rights including copyright, of material such as publications, software and designs, made available by the Parties to be used in implementing activities under this Agreement will remain with the originating Party. All intellectual property rights, including copyright, in the outputs produced under this Agreement are vested in FAO, including, without any limitations, the right to use, publish, translate, sell or distribute, privately or publicly, any item or part thereof. FAO hereby grants to the Service Provider a non-exclusive royalty-free license to use, publish and distribute the outputs delivered under this Agreement for non-commercial purposes, provided that FAO is acknowledged as the source and copyright owner. Neither the Service Provider nor its personnel will communicate to any other person or entity any confidential information made known to it by FAO nor will they use this information for private or corporate advantage. This provision will survive the expiration or termination of this Agreement.
- p) To comply with disclosure requirements and enhance transparency, FAO may release and/or publish the following information about this Agreement: (i) the name and nationality of the Service Provider; (ii) a brief description and location of the Services provided; and (iii) the amount of this Agreement. The Service Provider

specifically consents to the release and/or publication of such information. FAO will not release or publish information that could reasonably be considered confidential or proprietary.

- q) The Service Provider shall return to FAO any unexpended funds budgeted and paid by FAO under this Agreement.
- r) This Agreement is not subject to payment by FAO of any levies, taxes, registration duties or any other duties or charges whatsoever. The Service Provider shall duly pay taxes, duties and other charges in accordance with prevailing laws and regulations applicable to the Service Provider.
- s) The Service Provider agrees to undertake all reasonable efforts to ensure that none of the funds received from FAO under this Agreement are used to provide support to individuals or entities i) associated with terrorism, as included in the list maintained by the Security Council Committee established pursuant to its Resolutions 1267 (1999) and 1989 (2011) or ii) that are the subject of sanctions or other enforcement measures promulgated by the United Nations Security Council. This provision must be included in all subcontracts, sub-agreements or assignments entered into under this Agreement. The Service Provider acknowledges and agrees that this provision constitutes an essential term of this Agreement and any breach of these obligations and warranties shall entitle FAO to terminate this Agreement immediately upon notice to the Service Provider, without any liability for termination charges or any other liability of any kind of FAO.
- t) The Service Provider shall take all appropriate measures to prevent sexual exploitation or abuse of any beneficiary of the services provided under this Agreement, or to any persons related to such beneficiaries, by its employees or any other persons engaged and controlled by the Service Provider to perform any services under this Agreement. For these purposes, sexual activity with any person less than eighteen years of age shall constitute the sexual exploitation and abuse of such person. In addition, the Service Provider shall refrain from, and shall take all reasonable and appropriate measures to prohibit its employees or other persons engaged and controlled by it from exchanging any money, goods, services, or other things of value, for sexual favours or activities, or from engaging in any sexual activities that are exploitive or degrading to any beneficiary of the services provided under this Agreement or to any persons related to such beneficiaries. The Service Provider acknowledges and agrees that the provisions hereof constitute an essential term of this Agreement and that any breach of these provisions shall entitle the Organization to terminate this Agreement immediately upon notice to the Service Provider, without any liability for termination charges or any other liability of any kind.

7. Reporting and Record Maintenance Requirements

- a) The Service Provider shall submit to the Responsible Officer named in paragraph 3, the Reports listed in the Annex on the dates set forth therein, including a final report consisting of a narrative report and financial report (“Final Report”) within 30 days following the completion of the Services. The Final Report must be sufficiently detailed to allow certification of deliverables and of expenditures. The financial

report shall be signed and certified as to its correctness by a duly designated representative of the Service Provider (e.g. executive officer, chief financial officer, chief accountant or similar).

- b) The Service Provider shall keep accurate financial records and maintain supporting documentation showing the utilization of inputs and funds under this Agreement and any other documentation related to the Services for a period of five years following termination or expiry of the Agreement, during which period FAO, or a person designated by FAO, or the relevant auditing authority (e.g. national audit office) shall have the right, at any time, to conduct reviews and/or audits relating to any aspect of this Agreement. The Service Provider shall provide its full and timely cooperation with any such review or audit. Full and timely cooperation shall include, but not be limited to, making available employees or agents and granting to FAO or other designated person or relevant authority, access at reasonable times and conditions to the Service Provider's premises or other sites where documentation related to this Agreement is kept or activities related to this Agreement are carried out.

8. Delays and Termination

- a) The Agreement shall enter into force upon signature by both Parties and shall remain in force until the Services have been satisfactorily provided or until otherwise terminated in accordance with the provisions herein.
- b) The Service Provider will carry out the Services in accordance with the work plan and within the timeframe set forth in the Annex and shall notify FAO of any delays that will prevent delivery of the Services in accordance with the work plan and within the timeframe set forth in the Annex.
- c) FAO may suspend or cancel all or part of this Agreement, obtain the Services elsewhere and make corresponding adjustments to any payments that may be due to the Service Provider, if the Service Provider fails to make delivery, or perform to a standard considered acceptable to FAO. Subject to consultation with the Service Provider, the determination of FAO, relating to this provision, shall be binding.
- d) If at any time during the course of this Agreement it becomes impossible for the parties to perform any of their obligations for reasons of Force Majeure, that party shall promptly notify the other in writing of the existence of such Force Majeure. The party giving notice is thereby relieved from such obligations as long as Force Majeure persists. For the purpose of this Agreement, the term "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 personnel, agents, or other representatives, or authorized subcontractors), and proves insurmountable in spite of all due diligence.
- e) FAO shall have the right to terminate this Agreement, by written notice to this effect, if it considers that continued implementation of the Agreement is impossible or impractical:

- (i) for unforeseen causes beyond the control of FAO;
 - (ii) in the event of a default or delay on the part of the Service Provider after written notice by FAO which provides a reasonable period to remedy the default or delay.
- f) In the event of termination as per 8e) above, the following shall apply:
- (i) termination for unforeseen causes beyond its control, FAO shall complete all payments for expenses which have been incurred by the Service Provider up to the effective date of termination.
 - (ii) termination due to the Service Provider's default or delay, the Service Provider shall refund to FAO any payment already received in respect of Services that have not been performed to a standard considered acceptable to FAO.
- g) FAO shall have the right to terminate this Agreement, by written notice to this effect, if FAO establishes in accordance with its administrative procedures:
- (i) irregularities, including any corrupt, fraudulent, collusive, coercive, unethical or obstructive practices in paragraphs 6i)-p) on the part of the Service Provider in relation to this Agreement; or
 - (ii) a breach of the reporting requirements in paragraph 7 above.
- h) In the event of termination as per g) above, the Service Provider shall refund to FAO all payments that were made on the basis of the irregularity or corrupt, fraudulent, collusive, coercive, unethical or obstructive practices, or as otherwise determined by FAO to be equitable and take other action as deemed appropriate by FAO.

9. Terms of Payment

- a) The payments will be made after certification by the Responsible Officer of the request(s) for payment as follows:

In order to contribute to the reports required by FAO and the GEF, the Service Provider will need to submit 6-monthly partner progress reports using the template provided in Annex 2 and progress for indicators GEF Core 11 and 3.3D provided in Annexes 3 and 4. The partner progress reports focus on a summary of the activities undertaken under this LoA and cover the periods January to June and July to December of each year of activity of the LoA and will have to be submitted by January 15 and July 15, respectively.

The partner progress reports covering the second half of the calendar year (July-December) should be accompanied by an interim financial statement.

There are a total of nine partner progress reports foreseen during the duration of the LoA:

(i) July-Dec 2022, (ii) Jan-June 2023, (iii) July-December 2023, (iv) Jan-June 2024, (v) July-December 2024, (vi) Jan-June 2025, (vii) July-December 2025, (viii) Jan-June 2026, (ix) July-December 2026.

For each payment to be released, in addition to the main technical deliverable(s), the service provider should have previously submitted the partner progress reports and indicator information foreseen before that date.

Payment (No)	Amount (USD)	Deliverables
1	96,000 upon signature of present Agreement.	No deliverables at signature.
2	Not to exceed 25,000 upon submission of invoice.	Upon acceptance by FAO of <ol style="list-style-type: none"> 1. Report on Awareness Raising on cetacean bycatch in the Indian Ocean with regard to tuna fisheries; 2. Partner project reports indicator information if reporting dates occurred since last payment.
3	Not to exceed 31,000 upon submission of invoice.	Upon acceptance by FAO of <ol style="list-style-type: none"> 1. Report on Awareness Raising on cetacean bycatch in the Pacific Ocean with regard to tuna fisheries; 2. Partner project reports and indicator information if reporting dates occurred since last payment.
4	Not to exceed 22,000 upon submission of invoice.	Upon acceptance by FAO of <ol style="list-style-type: none"> 1. Report on perceived risk and information gaps relative to impacts of tuna fisheries on cetaceans in the Indian Ocean; 2. Partner project reports and indicator information if reporting dates occurred since last payment.
5	Not to exceed 14,000 upon submission of invoice.	Upon acceptance by FAO of <ol style="list-style-type: none"> 1. Report on perceived risk and information gaps relative to impacts of tuna fisheries on cetaceans in the Pacific Ocean; 2. Partner project reports and indicator information if reporting dates occurred since last payment.
6	Not to exceed 14,000 upon submission of invoice.	Upon acceptance by FAO of <ol style="list-style-type: none"> 1. Workshop report on Cetacean bycatch gap analysis in the Indian Ocean; 2. Partner project reports and indicator information if reporting dates occurred since last payment.
7	Not to exceed 65,000 upon submission of invoice.	Upon acceptance by FAO of <ol style="list-style-type: none"> 1. Report on Cetacean bycatch gap analysis in the Pacific Ocean; 2. Partner project reports and indicator information if reporting dates occurred since last payment.

Payment (No)	Amount (USD)	Deliverables
8	Not to exceed 8,000 upon submission of invoice.	Upon acceptance by FAO of 1. Report on the National training workshops for fishers, fisheries managers in Indian and Pacific regions; 2. Partner project reports and indicator information if reporting dates occurred since last payment.
9	Not to exceed 8,000 upon submission of invoice.	Upon acceptance by FAO of 1. Report on recommended CMM to effectively mitigate and monitor cetacean bycatch in the Indian Ocean; 2. Partner project reports and indicator information if reporting dates occurred since last payment.
10	Not to exceed 5,000 upon submission of invoice.	Upon acceptance by FAO of 1. Report on recommended CMM to effectively mitigate and monitor cetacean bycatch in the Pacific Ocean; 2. Partner project reports and indicator information if reporting dates occurred since last payment.
11	Not to exceed 32,000 upon submission of invoice.	Upon acceptance by FAO of the Final Report mentioned under paragraph 7 a) above.

- b) The payments will be made in the currency stated in paragraph 1, in accordance with the detailed banking instructions provided by the Service Provider and defined in paragraph 2.
- c) The Service Provider shall submit each request for payment to the address indicated below:
- Manuel Barange
Director, Fisheries and Aquaculture Division
FAO of the UN
Viale delle Terme di Caracalla - 00153 Rome, ITALY
Tel: +39 06570 54157
Email: NFI-Director@fao.org
- d) FAO enjoys certain privileges and immunities which include exemption from payment of Value Added Tax ("VAT" or "IVA"), customs duties and importation restrictions.
- e) If the Service Provider fails to submit the Final Report mentioned in 7a) above no later than 30 days following completion, expiry or termination of this Agreement, FAO may, after provision of due notice of the default, terminate this Agreement without making the final payment.

10. Settlement of Disputes

- a) Any dispute between the parties arising out of the interpretation or execution of this Agreement, if not settled by negotiation between the parties or by another agreed mode of settlement, shall be submitted at the request of either party, to one conciliator. Should the parties fail to reach agreement on the name of a sole conciliator, each party shall appoint one conciliator. The conciliation shall be carried out in accordance with the Conciliation Rules of the United Nations Commission on International Trade Law, as at present in force.
- b) Any dispute not resolved by conciliation shall, at the request of either party, be settled by arbitration in accordance with the Arbitration Rules of the United Nations Commission on International Trade Law, as at present in force. The arbitral tribunal shall have no authority to award punitive damages. FAO and the Service Provider agree to be bound by any arbitration award rendered in accordance with this article, as the final adjudication of any such dispute.
- c) The parties may request conciliation during the execution of this Agreement and in the period not to exceed twelve months after the completion, expiry or termination of this Agreement. The parties may request arbitration not later than ninety days after the termination of the conciliation proceedings. All dispute resolution proceedings shall be conducted in the language in which the agreement is drafted provided that it is one of the six official languages of FAO (Arabic, Chinese, English, French, Russian and Spanish). In cases where the language of the agreement is not an official language of FAO, the conciliation or the arbitration proceedings shall be conducted in English.

11. Amendments.

Any changes or amendments to this Agreement shall be made in writing and on the basis of mutual consent of the signatories to this Agreement.

Signed on behalf of the Food and Agriculture Organization of the United Nations:

Signature: _____

Date: _____

Manuel Barange, Director, Fisheries and Aquaculture Division, NFI

Signed on behalf of the International Whaling Commission:

Signature: _____

Date: _____

Rebecca Lent, Executive Secretary

The Service Provider will sign two copies of this Agreement and return one to the Responsible Officer.

DRAFT

ANNOTATED OUTLINE FOR PREPARATION OF STANDARD ANNEX I OF
THE LETTER OF AGREEMENT
ANNEX 1
TERMS OF AGREEMENT

1. Background

The Project “Sustainable Management of Tuna Fisheries and Biodiversity Conservation in the Areas Beyond National Jurisdiction” (Tuna II - GEF ID 10622) (herein after the Project) is a continuation of the earlier Areas Beyond National Jurisdiction (ABNJ) Phase I Tuna Project (Tuna I – GEF ID 4581 Sustainable Management of Tuna Fisheries and Biodiversity Conservation in the ABNJ and a critical part of the GEF Common Oceans - Sustainable utilization and conservation of biodiversity in areas beyond national jurisdiction Program (GEF ID 10548).

The Project objective is to achieve responsible, efficient, and sustainable tuna production and biodiversity conservation in the ABNJ in face of a changing environment.

The four components to achieve this objective are:

- (i) Strengthen management of tuna fisheries,
- (ii) Strengthen MCS to improve fisheries data, compliance with CMMs and to tackle IUU fishing
- (iii) Reduction of environmental impacts of tuna fisheries and
- (iv) Knowledge Management, Communication, Monitoring and Evaluation and Gender Mainstreaming.

2. Terms of Reference

2.1 Definition of Output(s) and/or Outcome(s)

The services to be provided under this agreement are an integral part of the Project, and linked to the following Outcome and Output:

Outcome 3.3 Mitigation techniques are widely and effectively applied to mitigate impacts to bycatch species.

Output 3.3.2 At least three monitoring and management systems improved to quantify and mitigate bycatch applied to promote collection of needed data

During the course of the Agreement, the Service Provider will:

1. Assess cetacean bycatch, and data gaps across an Ocean Basin - Indian Ocean;
2. Build regional capacity and awareness on cetacean bycatch and available solutions - Indian Ocean
3. Collaboratively develop recommendations to address cetacean bycatch for consideration by multi-lateral environmental and fisheries agreements - Indian Ocean
4. Assess cetacean bycatch, and data gaps across an Ocean Basin - Pacific Ocean
5. Build regional capacity and awareness on cetacean bycatch and available solutions - Pacific Ocean
6. Collaboratively develop recommendations to address cetacean bycatch for consideration by multi-lateral environmental and fisheries agreements - Pacific Ocean
7. Communication, training and outreach

2.2 Description of Services

Detailed activities to be undertaken include:

1. Assess cetacean fishery bycatch, and data gaps across an Ocean Basin - Indian Ocean;
 - 1.1 Collation of existing data held within the IWC on cetacean distribution and abundance
 - 1.2 Collation of bycatch data (longline, purse seine) available through national or multilateral organisations (such as tRFMOs) including mapping of effort
 - 1.3 Quantification of tuna gillnet vessels under 24m in length in top IOTC gillnet fishing nations (by volume) in the Arabian Sea as a step towards better understanding fishing effort, with an emphasis on Pakistan
 - 1.4 Spatial bycatch rapid-risk assessment by gear type
 - 1.5 Review of the population status of the three species of cetaceans with the highest rates of bycatch in IO tuna fisheries
 - 1.6 Cetacean bycatch gap analysis - workshop IO - to feed into rapid-risk assessment and population status reviews
 - 1.7 Gap analysis for cetacean, cetacean bycatch, and fishing effort data - IO
 - 1.8 Map out tuna fishery value chain in 3-4 countries (e.g. Iran, Pakistan, India, Indonesia) with the goal of designing incentivizing measures to address bycatch, such as price premiums offered by ecolabels in foreign markets, and/or access to markets in countries with import restrictions (U.S. MMPA import regulations). (Note: This is subject to final review/funding)
2. Build regional capacity and awareness on cetacean bycatch and available solutions - Indian Ocean
 - 2.1 Identification of incentives for fishery operators using specific fishing gear to reduce bycatch
 - 2.2 Establish multidisciplinary bycatch reduction teams in 2 or 3 countries, integrated by participants with the appropriate expertise (identified by the IWC, tRFMOs and the fishing community) and the capacities to promote the reduction of bycatch locally with the fishing community and broadly with national and multilateral fisheries organizations.
 - 2.3 National training workshops (mitigation, monitoring, safe handling and release) for fishers, fisheries managers
 - 2.4 Scientific review, dissemination and promotion of best practice (based on FAO guidelines and factsheets, existing online material on mitigation such as BMIS, and experiences in similar fisheries around the world) to IWC member governments through the Bycatch Mitigation Initiative, IWC Scientific Committee and Commission and including through the IWC Conservation Management Plans, Database of Recommendations and Conservation database.
3. Collaboratively develop recommendations to address cetacean bycatch across multi-lateral environmental and fisheries agreements - Indian Ocean
 - 3.1 National coordination meetings (Fisheries and environment departments, IWC)
 - 3.2 Development of IWC recommendations on cetacean conservation in the IO
 - 3.3 Development of draft CMMs for cetacean bycatch
 - 3.4 Cetacean expert attendance at IOTC meetings
4. Assess cetacean bycatch, and data gaps across an Ocean Basin - Pacific Ocean
 - 4.1 Work with partners in the Western Pacific Region to develop and possibly adopt a data sharing agreement for use of observer bycatch data in analyses

- 4.2 Collation of existing data held within the IWC on cetacean distribution and abundance (Note: This is subject to funding and resources)
 - 4.3 Estimate annual purse seine cetacean interactions for recent years using observer data;
 - 4.4 Assess information on longline cetacean interactions
 - 4.5 Compile information on FAD distribution and known entanglements
 - 4.6 Cetacean bycatch gap analysis (EEZ and ABNJ)
 - 4.7 Spatial cetacean bycatch rapid-risk assessment (EEZ and ABNJ)
5. Build regional capacity and awareness on cetacean bycatch and available solutions - Pacific Ocean
 - 5.1 (IWC/SPREP/ WCPFC) National and/or regional level (depending on the range of the fishery or fisheries under consideration) training on bycatch risk assessment approaches, monitoring and mitigation/management
 - 5.2 Technical advice on best practices for monitoring, assessing and mitigating of cetacean bycatch to WCPFC, SPC, SPREP and IWC member countries where requested
 - 5.3 Scientific review, dissemination and promotion of best practice (based on FAO guidelines and factsheets, existing online material on mitigation best practice such as BMIS, and experiences from similar fisheries around the world) to IWC member governments through the Bycatch Mitigation Initiative, IWC Scientific Committee and Commission and including through the IWC Conservation Management Plans, Database of Recommendations and Conservation database
6. Collaboratively develop recommendations to consider cetacean bycatch across multi-lateral environmental and fisheries agreements - Pacific Ocean
 - 6.1 National coordination and roundtable meetings (Fisheries and environment departments, IWC) to discuss cetacean bycatch, solutions and recommendations
 - 6.2 Development of IWC recommendations on cetacean conservation in the Pacific
 - 6.3 Development of draft CMMs for cetacean bycatch WCPFC
 - 6.4 Cetacean experts attendance at WCPFC scientific meetings
 - 6.5 WCPFC experts attendance at IWC meetings
 - 6.6 Develop recommendations as possible through negotiation on an MoU with SPREP and other Pacific partners.
7. Communication, training and outreach (best practices, report publication etc)
 - 7.1 Creation and maintenance of spatial database on cetacean distribution (abundance data also) in order to better assess and understand the level of risk of interactions between fisheries and cetaceans. This information supports the identification of highest priority fisheries/gears for cetacean bycatch.
 - 7.2 Provide data on cetacean bycatch to BDEP
 - 7.3 Review cetacean and cetacean bycatch mitigation information on BMIS
 - 7.4 Input into FAD design for lower entanglement risk to whales based on scientific studies (including several papers presented at WCPFC Scientific Committee meetings in 2022) as well as experiments underway by fishery industry organizations, RFMOs, and national governments.
 - 7.5 Cetacean expert attendance at Kobe Bycatch Working Group
 - 7.6 Multi-taxa bycatch workshop through the organization that links all five tRFMOs, or the Kobe process. The Kobe Bycatch Working Group continues to provide a platform for tuna RFMOs to communicate on shared challenges such as bycatch. A follow-up workshop addressing all protected species taxa would be an excellent forum for sharing outcomes of this and other Common Oceans ABNJ II project outcomes.

DRAFT

2.3 Workplan and Timeframe (Duration)

DRAFT

Proposed activities	Y1 2022-2023				Y2 2023-2024				Y3 2024-2025				Y4 2025-2026				Y5 2026	
	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
1.1																		
1.2																		
1.3																		
1.4																		
1.5																		
1.6*																		
1.7																		
1.8																		
2.1																		
2.2																		
2.3**																		
2.4																		
3.1																		
3.2																		
3.3																		
3.4																		
4.1																		
4.2																		
4.3																		
4.4																		
4.5																		
4.6																		

4.7																		
5.1***																		
5.2																		
5.3																		
6.1																		
6.2																		
6.3																		
6.4																		
6.5																		
6.6																		
7.1																		
7.2																		
7.3																		
7.4																		
7.5																		
7.6																		

Activities 5.2, 6.6, 7.1-7.5 are ongoing as databases will be updated continuously. IWC will be available to participate in any meeting from t-RFMOs, Kobe where project themes will be discussed depending on their scheduling

*Workshop is planned, tentatively, August 2024

**Workshop is planned, tentatively, August 2025

***Workshop is planned, tentatively, September 2025

2.4 Monitoring Mechanisms and Reporting Requirements

The Service Provider will produce the following deliverables:

1. Technical Reports (2) on Awareness Raising on cetacean bycatch especially in the Indian and Pacific Oceans with regard to tuna fisheries;
2. Technical Reports (2) on perceived risk and information gaps relative to impacts of tuna fisheries on cetaceans, specifically in the Indian and Pacific Oceans;
3. Technical Report (1) on bycatch gap analysis in the Pacific Oceans;
4. Workshop Reports (2) Cetacean bycatch gap analysis Indian Ocean, Summary of National training workshops for fishers, fisheries managers in both Indian and Pacific region;
5. Recommended CMMs (2) to effectively mitigate and monitor cetacean bycatch;
6. 6-monthly partner reports on work progress using the template provided in Annex 2 and progress for indicators GEF Core 11 and 3.3D provided in Annexes 3 and 4;
7. Annual interim financial statement;
8. Final Report mentioned under paragraph 7 a) of the LOA.

3. Inputs to be provided free of charge by Service Provider .

The Service Provider will provide office space and administrative support as required through the duration of the LoA.

4. Inputs to be provided in kind by FAO

FAO personnel will provide technical backstopping as required through the duration of the LoA.

5. Detailed budget¹

Item	Unit of measurement	Qty	Unit Cost (USD)	Total Cost (USD)
TRAVEL				
National coordination and roundtables meetings (Fisheries and environment departments, IWC) - Indian Ocean region				
Travel for two people to two meetings	Air tickets (economy)	4	1,500.0	6,000.0
DSA for two people to two meetings for a maximum of nine days	Days	36	250.0	9,000.0
National coordination meetings (Fisheries and environment departments, IWC) - Pacific Region				
Travel for two people to two meetings	Air tickets (economy)	4	1,500.0	6,000.0
DSA for two people to two meetings for a maximum of nine days	Days	36	250.0	9,000.0
Cetacean experts attendance at WCPFC scientific meetings				
Travel for two people to two meetings	Air tickets (economy)	4	1,500.0	6,000.0
DSA for two people to two meetings for a maximum of nine days	Days	36	250.0	9,000.0
Cetacean expert attendance at IOTC meetings				
Travel for two people to two meetings	Air tickets (economy)	4	1,500.0	6,000.0
DSA for two people to two meetings for a maximum of nine days	Days	36	250.0	9,000.0
TOTAL TRAVELS:			60,000 USD	
CONTRACTS				
IWC Expert on Spatial cetacean bycatch risk assessment (EEZ and ABNJ) Indian Ocean	Days	100	400.0	40,000.0
IWC Expert on Spatial cetacean bycatch risk assessment (EEZ and ABNJ) Pacific Ocean	Days	100	400.0	40,000.0
IWC Expert on Cetacean bycatch gap analysis - Pacific Ocean - to feed into risk assessment study	Days	40	250.0	10,000.0
IWC Expert on estimation of annual purse seine cetacean interactions for recent years using observer data for Western Pacific	Days	40	250.0	10,000.0
IWC Expert to assess information on longline cetacean interactions in western Pacific	Days	40	250.0	10,000.0
IWC Expert to establish bycatch reduction teams in 2- 3 countries	Days	120	250.0	30,000.0
TOTAL CONTRACTS:			140,000 USD	
WORKSHOPS				

¹The DSA rates and travel costs are estimates. The Service Provider will be reimbursed only for actual expenditures.

National training workshops (mitigation, monitoring, safe handling, and release) for fishers, fisheries managers- Pacific region				
Travel to site for Workshop for 20 people	Air tickets (economy)	20	1,500.0	30,000.0
DSA including accommodation for 20 people for 2 days	Days	40	250.0	10,000.0
Rental of workshop venue	Days	2	250.0	500.0
Catering for 30 workshop attendees for two days	Servings	60	65.0	3,900.0
Interpretation/Translation	Days	2	300.0	600.0
National training workshops (mitigation, monitoring, safe handling, and release) for fishers, fisheries managers- Indian region				
Travel to site for Workshop for 20 people	Air tickets (economy)	20	1,500.0	30,000.0
DSA including accommodation for 20 people for 2 days	Days	40	250.0	10,000.0
Rental of workshop venue	Days	2	250.0	500.0
Catering for 30 workshop attendees for two days	Servings	60	65.0	3,900.0
Interpretation/Translation	Days	2	300.0	600.0
Cetacean bycatch gap analysis workshop -Indian Ocean				
DSA including accommodation for 15 people for 2 days	Days	30	250.0	7,500.0
Rental of workshop venue for 2 days	Days	2	250.0	500.0
Catering for 15 workshop attendees for two days	Servings	30	50.0	1,500.0
Interpretation/Translation	Days	2	250.0	500.0
Communication, training, and outreach materials (best practices, report publication etc)				
Stationery & Printing (Outreach materials for workshops and meetings, Report production)	Lumpsum per year	4	1,000.0	4,000.0
Illustrator Consultant (required to produce/modify illustrations/infographics for outreach materials as requested by IWC)	Days	20	480.0	9,600.0
Document Translation	Days	10	250.0	2,500.0
Audio visionary services	Lumpsum per year	4	975.0	3,900.0
TOTAL WORKSHOPS:	120,000 USD			
TOTAL	320,000 USD			

6. Responsible Officer

The Responsible Officer named in the Agreement (e.g. in the field usually Field Project Manager or FAOR) and/or in FAO Headquarters usually a Technical or Operations Officer) has been designated by the Budget Holder responsibility to manage and monitor the proper implementation of the Agreement on behalf of FAO and to certify to the Budget Holder that the terms of the Agreement have been satisfactorily met and that appropriate payments can be made.

7. Reimbursements

Provide for reimbursement by the SP of any overpayments that may have been effected or excess funds, which may remain after completion of the services.

8. Any other relevant Information

None.

DRAFT

Annex 2: Template for 6-monthly partner reporting

Project Partner Progress Report

Project Number: GCP /GLO/1001/GFF

Project Title: Sustainable management of tuna fisheries and biodiversity conservation in the areas beyond national jurisdiction (ABNJ) - phase II

Executing Partner:

Reporting Period:

1. Deliverables progres

Deliverables	Percentage of total work under this output	Target	Current value	Comments
Technical Reports on Awareness Raising on cetacean bycatch in the Indian and Pacific Oceans with regard to tuna fisheries	10%	2		
Technical Reports on perceived risk and information gaps relative to impacts of tuna fisheries on cetaceans, specifically in the Indian and Pacific Oceans	20%	2		
Technical Report on bycatch gap analysis in the Pacific Ocean	10%	1		
Workshop Reports on: a) Cetacean bycatch gap analysis in the Indian Ocean; b) Summary of National training workshops for fishers, fisheries managers in both Indian and Pacific region	30%	2		
Recommended CMMs to effectively mitigate and monitor cetacean bycatch in both Indian and Pacific region	10%	2		
6-monthly report on work progress	10%	9		
Annual interim financial statement	5%	5		
Final Report	5%	1		

2. Progress narrative

Please provide a short narrative on progress during the 6 months reporting period

3. Challenges and lessons learnt

Please reflect on challenges lessons learnt during the 6 months reporting period.

4. Project beneficiaries progress

Please update on indicator GEF Core 11 using the data collection templates for activities and products provided in Annex 3.

5. Outcome indicator progress

If appropriate, please update on outcome indicator 3.3D using the guidance and templates provided in provided in Annex 4.

Annex 3 Indicator Identity Sheet GEF Core indicator 11

GEF Core indicator 11: Number of direct beneficiaries disaggregated by gender as co-benefit of GEF investment

Type: Output indicator

Partners involved: all partners

Baseline:

Target:

0

11,784 total

3,380 women

a. Definition

This indicator is part of the GEF Core Indicators and captures the total number of direct beneficiaries including the proportion of women beneficiaries.

This indicator captures the number of individual people who receive targeted support from a given GEF project/activity and/or who use the specific resources that the project maintains or enhances. Support is defined as direct assistance from the project/activity. Direct beneficiaries are all individuals receiving targeted support from a given project. Targeted support is the intentional and direct assistance of a project to individuals or groups of individuals who are aware that they are receiving that support and/or who use the specific resources.²

Under this project, targeted support can be through:

- a. Trainings, consultations, workshops, webinars, joint t-RFMOs meetings
- b. Field trials of new or revised technologies
- c. Support towards certification
- d. Use of products generated by the project e.g. business cases, guidelines, best practices, draft CMMs, software

This indicator is disaggregated by gender and type of activity.

b. Parameters to be measured

Cumulative, annual in-year total number of beneficiaries summed to total over the project/program implementation period. Project staff, resource personnel (e.g. trainers and facilitators) and observers should be excluded.

c. Method of data collection and data analysis

Step 1: Each activity is characterized in terms of activity type using the list below.

Step 2: The partner organization or consultant carrying out the activity prepares a report including a list of participants which will be submitted to FAO in accordance with the contract in place.

Step 3: The partner organization or consultant carrying out the activity will collect the information on participants in project activities using table GEF11-1.

Step 4: The partner organization or consultant preparing a product will collect the information on submission of project products to t-RFMO meetings and other meetings, or downloads/accessions, as appropriate using table GEF11-2

² https://wwfgeftracks.com/sites/default/files/2019-04/indicators_0.pdf

Step 5: The M&E Officer will identify the number of participants for the t-RFMO and other commission meetings where project products have been made available.

Step 6: The M&E Officer will aggregate the data in table GEF11-3.

Types of activities

- Workshop
- Training (in person or online)
- Certified training programme - trainees completing the training with a certification
- Consultation
- Webinar
- Joint RFMO meeting
- Field trials and FIPs– this is referring to fishers or other fisheries stakeholders directly involved in the trialing of new or revised technologies/bycatch mitigation and Fisheries improvement projects

Table GEF11-1 Data collection spreadsheet for participation in project activities for GEF Core indicator 11

Type of activity (from list provided above)	Title of activity	Date	Place	Total number of beneficiaries	Number of female beneficiaries	Links to reports or other related resources	Comments
---	-------------------	------	-------	-------------------------------	--------------------------------	---	----------

Types of products

- Technical Report
- Infographic
- Video
- Database
- Guidelines
- Toolkit
- Summary report
- News item
- Draft Conservation and Management Measure
- Business case
- Best practice
- Other

Table GEF11-2 Data collection spreadsheet use of project generated products for GEF Core indicator 11

Type of product (from list provided above)	Product title-name	Date of publication	Submission to RFMO and other commissions or working groups (please indicate name of the commission or group)	Downloads or accessions of product (total number since publication)	Link	Comments
--	--------------------	---------------------	--	---	------	----------

Table GEF11-3 Data presentation spreadsheet for GEF Core indicator 11

Type of activity	Total number of beneficiaries	Number of female beneficiaries
TOTAL		

Annex 4

Indicator Identity Sheet Indicator 3.3D

Indicator 3.3D RFMO measures incorporating management best practices for cetacean bycatch data collection, assessment and mitigation in tuna fisheries (number per category)			
Type: Outcome indicator		Partners involved: IWC	
Baseline:		Target:	
RFMO measures that fully incorporate a management best practice	0	RFMO measures that fully incorporate a management best practice	4
RFMO measures that partially incorporate a management best practice	13	RFMO measures that partially incorporate a management best practice	18
RFMO measures that do not incorporate a management best practice	22	RFMO measures that do not incorporate a management best practice	13

- a. Definition

This indicator measures progress towards incorporation of best practices for cetacean bycatch data collection, assessment and mitigation in tuna fisheries by tuna RFMOs.

FAO. 2021. [Fishing operations. Guidelines to prevent and reduce bycatch of marine mammals in capture fisheries \(fao.org\) addresses the roles of global, regional and national institutions for addressing cetacean bycatch. For RFMOs in particular, the FAO document](#) identifies broad elements of management best practices for cetacean bycatch, which can be summarized as data collection, assessment and mitigation in tuna fisheries, as follows:

1. Requirement for collection and reporting of bycatch and fishery statistics in purse seine fleets.
2. Requirement for collection and reporting of bycatch and fishery statistics in longline fisheries.
3. Requirement for bycatch and fishery statistics in gillnet fisheries including artisanal fleets.
4. Requirement for bycatch and fishery statistics in artisanal fleets .
5. Bycatch CMMs incorporate management measures to reduce or prevent cetacean bycatch and entanglement/entrapment in purse seine fleets and FADs
6. Bycatch CMMs incorporate management measures to reduce or prevent cetacean bycatch and depredation in longline fleets
7. Bycatch CMMs incorporate management measures to reduce or prevent cetacean bycatch in gillnet fleets

The list below elaborates each of the above elements of best practices for cetacean bycatch data collection, assessment and mitigation with respect to RFMOs in managing in tuna fisheries.

For each best practice element, there are three possible scores corresponding to different progress categories

The RFMO does not require a given element	0 points
The RFMO partially requires a given element	2 points
The RFMO fully requires a given element	4 points

1. Requirement for collection and reporting of bycatch and fishery statistics in purse seine fleets.

For a score of 4 the RFMO requires (mandatory CMM):

- Collection and reporting of cetacean bycatch by unit effort (including spatial information) across purse seine fleets via a monitoring programme (observer, log-book or electronic monitoring)
- Collection and reporting of FAD use data (type, active vs inactive/spatial data) and known FAD entanglements with large whale,AND
- The RFMO evaluates compliance with the above.

2. Requirement for collection and reporting of bycatch and fishery statistics in longline fisheries.

For a score of 4 the RFMO requires (mandatory CMM):

- Collection and reporting of cetacean bycatch and depredation events by unit of effort, including spatial information for longline fleets through a monitoring programme (observer, log-book or electronic monitoring programme), AND
- The RFMO evaluates compliance with the above.

3. Requirement for bycatch and fishery statistics in gillnet fisheries including artisanal fleets.

For a score of 4 the RFMO requires (mandatory CMM):

- Collection and reporting of bycatch by unit of fishing effort including spatial information for gillnet fleets through a monitoring programme (observer, log-book, crew-based observer, or electronic monitoring programme)
- Quantification and classification of drift gillnet fleet operating in ABNJ and Exclusive Economic Zones, AND
- The RFMO evaluates compliance with the above.

4. Requirement for bycatch and fishery statistics in artisanal fleets .

For a score of 4 the RFMO requires (mandatory CMM):

- Collection and reporting of bycatch and fishing effort through a monitoring programme (crew-based observer, log-book or low-cost electronic monitoring programme)
- Quantification and classification of artisanal fleet operating in ABNJ and Exclusive Economic Zones, AND
- The RFMO evaluates compliance with the above.

5. Bycatch CMMs incorporate management measures to reduce or prevent cetacean bycatch and entanglement/entrapment in purse seine fleets and FADs

For a score of 4, the RFMO requires (mandatory CMM):

- Adopts mandatory science-based best practices for bycatch mitigation and cetacean safe handling and release in purse seine and FAD gears.
- Bans deliberate setting on cetaceans, AND
- The RFMO evaluates compliance with the above.

6. Bycatch CMMs incorporate management measures to reduce or prevent cetacean bycatch and depredation in longline fleets

For a score of 4, the RFMO requires (mandatory CMM):

- Adopts mandatory science-based best practices for bycatch mitigation and cetacean safe handling and release in longline fishing gears, AND
- The RFMO evaluates compliance with the above.

7. Bycatch CMMs incorporate management measures to reduce or prevent cetacean bycatch in gillnet fleets

For a score of 4, the RFMO requires (mandatory CMM):

- Adopts mandatory science-based best practices for bycatch mitigation and cetacean safe handling and release in gillnet gears, AND
- The RFMO evaluates compliance with the above.

b. Parameters to be measured

- Status of the seven elements of management best practices for cetacean bycatch data collection, assessment and mitigation in tuna fisheries in IOTC, ICCAT, IATTC, WCPFC and CCSBT
- Number of tuna RFMO measures in each progress category

c. Method of data collection and data analysis

Step 1

The service provider will go through the latest tuna RFMO measures and reports and assess the different requirements for each best practice element for the five t-RFMOs (IATTC, ICCAT, IOTC, WCPFC and CCSBT) and update the baseline information using Table 3.3D-1.

Step 2

The service provider will use table Table 3.3D-2 applying the scoring (0, 2, or 4 points) as provided in section a.

Step 3

The service provider will compile Table 3.2B-3 to present the indicator information and send the information to the Tuna II PMU.

Step 4

The PMU presents the indicator value in the project reports (PIR and PPR) and in the documentation to the PSC for discussion using table Table 3.2B-3

- d. Frequency and period of data collection.

This indicator will be updated once per year in July before the submission of the PIR.

Table 3.3D-1 Data collection form for indicator 3.3D

Cetacean bycatch management best practice and detailed requirements

Implementat ion status IATTC	Implementat ion status ICCAT	Implementat ion status IOTC	Implementat ion status WCPFC	Implementat ion status CCSBT	Notes
------------------------------------	------------------------------------	-----------------------------------	------------------------------------	------------------------------------	-------

1. Requirement for collection and reporting of bycatch and fishery statistics in purse seine fleets.

Collection and reporting of cetacean bycatch by unit effort (including spatial information) across purse seine fleets via a monitoring programme (observer, log-book or electronic monitoring)
 Collection and reporting of FAD use data (type, active vs inactive/spatial data) and known FAD entanglements with large whale
 Compliance evaluated by RFMO

2. Requirement for collection and reporting of bycatch and fishery statistics in longline fisheries.

Collection and reporting of cetacean bycatch and depredation events by unit of effort, including spatial information for longline fleets through a monitoring programme (observer, log-book or electronic monitoring programme)
 Compliance evaluated by RFMO

3. Requirement for bycatch and fishery statistics in gillnet fisheries including artisanal fleets.

Collection and reporting of bycatch by unit of fishing effort including spatial information for gillnet fleets through a monitoring programme (observer, log-book, crew-based observer, or electronic monitoring programme)
 Quantification and classification of drift gillnet fleet operating in ABNJ and Exclusive Economic Zones
 Compliance evaluated by RFMO



4. Requirement for bycatch and fishery statistics in artisanal fleets .

Collection and reporting of bycatch and fishing effort through a monitoring programme (crew-based observer, log-book or low-cost electronic monitoring programme)
Quantification and classification of artisanal fleet operating in ABNJ and Exclusive Economic Zones
Compliance evaluated by RFMO

5. Mitigate other impacts due to FAD loss

Adopts mandatory science-based best practices for bycatch mitigation and cetacean safe handling and release in purse seine and FAD gears.
Bans deliberate setting on cetaceans
Compliance evaluated by RFMO

6. Mitigation measures to reduce incidental shark mortality

Adopts mandatory science-based best practices for bycatch mitigation and cetacean safe handling and release in longline fishing gears
Compliance evaluated by RFMO

7. Bycatch CMMs incorporate management measures to reduce or prevent cetacean bycatch in gillnet fleets

Adopts mandatory science-based best practices for bycatch mitigation and cetacean safe handling and release in gillnet gears
Compliance evaluated by RFMO

DRAFT

Table 3.3D-2: Data aggregation table indicator 3.3D

Cetacean bycatch management best practice	IATTC	ICCAT	IOTC	WCPFC	CCSBT	Sum
Requirement for collection and reporting of bycatch and fishery statistics in purse seine fleets.						
Requirement for collection and reporting of bycatch and fishery statistics in longline fisheries.						
Requirement for bycatch and fishery statistics in gillnet fisheries including artisanal fleets.						
Requirement for bycatch and fishery statistics in artisanal fleets.						
Bycatch CMMs incorporate management measures to reduce or prevent cetacean bycatch and entanglement/entrapment in purse seine fleets and FADs						
Bycatch CMMs incorporate management measures to reduce or prevent cetacean bycatch and depredation in longline fleets						
Bycatch CMMs incorporate management measures to reduce or prevent cetacean bycatch in gillnet fleets						

DRAFT

Table 3.3D-3 Data presentation table indicator 3.3D

Progress category	Number of measures in each category
RFMO measures that fully incorporate a management best practice (scoring 4 points)	
RFMO measures that partially incorporate a management best practice (scoring 2 points)	

RFMO measures that do not incorporate a management best practice (scoring 0 points)

d.

DRAFT

e. Baseline

Baseline information was assessed by The service provider in September 2021 based on Elliott, B. 2020. A Review of Regional Fisheries Management Organization Efforts in Addressing Cetacean Bycatch: Report to the International Whaling Commission. CC/68A/06.4.2/01Rev1 [IWC | Archive](#)

Table 3.3D-4 Baseline data collection for indicator 3.3D

Cetacean bycatch management best practice and detailed requirements	Implementati on status IATTC	Implementati on status ICCAT	Implementati on status IOTC	Implementati on status WCPFC	Implementati on status CCSBT	Notes
Requirement for collection and reporting of bycatch and fishery statistics in purse seine fleets.	PARTIAL	PARTIAL	PARTIAL	PARTIAL	PARTIAL	
Collection and reporting of cetacean bycatch by unit effort (including spatial information) across purse seine fleets via a monitoring programme (observer, log-book or electronic monitoring)	Yes, (AIDCP)	Yes, (Rec 16-14, CMM 2011-10)	Yes, (Res. 2013-04)	Yes, (CMM 2018-05)	Yes, (CCBST Scientific Observer Program Standards)	
Collection and reporting of FAD use data (type, active vs inactive/spatial data) and known FAD entanglements with large whale	Yes, (Res 19-01)	Yes, (Rec 19-02)	Yes (Res 19-02)	Yes, (CMM 2018-05)	Yes, (CCBST Scientific Observer Program Standards)	
Compliance evaluated by RFMO	No (Partial)	No (Partial)	No (Partial)	No (Partial)	No (Partial)	
Requirement for collection and reporting of bycatch and fishery statistics in longline fisheries.	PARTIAL	NO	PARTIAL	NO	PARTIAL	
Collection and reporting of cetacean bycatch and depredation events by unit of effort, including spatial information for longline fleets through a monitoring programme (observer, log-book or electronic monitoring programme)	Yes, (Res. C-19-08)	Yes, (Rec 16-14, CMM 2011-10)	Yes, (Res. 2013-04)	Yes, (CMM 2018-05)	Yes, (CCBST Scientific Observer Program Standards)	
Compliance evaluated by RFMO	No, (Partial)	No (Partial)	No (Partial)	No (Partial)	No (Partial)	
Requirement for bycatch and fishery statistics in gillnet fisheries including artisanal fleets.	NO	PARTIAL	NO	NO	NO	

Collection and reporting of bycatch by unit of fishing effort including spatial information for gillnet fleets through a monitoring programme (observer, log-book, crew-based observer, or electronic monitoring programme)	No	Yes, (Rec 16-14, CMM 2011-10)	Yes, (Res. 2013-04 and 2019-01)	No	No
Quantification and classification of drift gillnet fleet operating in ABNJ and Exclusive Economic Zones	No	No	No	No	No
Compliance evaluated by RFMO	No	No	No	No	No
Requirement for bycatch and fishery statistics in artisanal fleets .	NO	NO	NO	NO	NO
Collection and reporting of bycatch and fishing effort through a monitoring programme (crew-based observer, log-book or low-cost electronic monitoring programme)	No	No	No	No	No
Quantification and classification of artisanal fleet operating in ABNJ and Exclusive Economic Zones	No	No	No	No	No
Compliance evaluated by RFMO	No	No	No	No	No
Mitigate other impacts due to FAD loss	PARTIAL	NO	PARTIAL	PARTIAL	PARTIAL
Adopts mandatory science-based best practices for bycatch mitigation and cetacean safe handling and release in purse seine and FAD gears.	Yes, (Res-04-05 and AIDCP)	No	No, (Partial Safe handling Res 2013-04)	No, (Partial CMM 2011-03)	No, (Partial IOTC 2013-04)
Bans deliberate setting on cetaceans	No	No	Yes, (Res 2013-04)	Yes, (CMM 2011-03)	Yes, (IOTC Res 2013-04)
Compliance evaluated by RFMO	Yes, (AIDCP)	No	No (Partial)	No (Partial)	No
Mitigation measures to reduce incidental shark mortality	NO	NO	NO	NO	NO
Adopts mandatory science-based best practices for bycatch mitigation and cetacean safe handling and release in longline fishing gears	No	No	No, (Partial Res 2013-04)	No, (Partial CMM 2011-03)	No
Compliance evaluated by RFMO	No	No	No (Partial)	No (Partial)	No
Bycatch CMMs incorporate management measures to reduce or prevent cetacean bycatch in gillnet fleets	NO	NO	NO	NO	NO
Adopts mandatory science-based best practices for bycatch mitigation and cetacean safe handling and release in gillnet gears	No	No	No, (Partial Res. 2013-04 and 2019-01)	No	No
Compliance evaluated by RFMO	No	No	No	No	No

Table 3.3D-5: Baseline data aggregation table indicator 3.3D

Cetacean bycatch management best practice	IATTC	ICCAT	IOTC	WCPFC	CCSBT	Sum
Requirement for collection and reporting of bycatch and fishery statistics in purse seine fleets.	2	2	2	2	2	10
Requirement for collection and reporting of bycatch and fishery statistics in longline fisheries.	2	0	2	0	2	6
Requirement for bycatch and fishery statistics in gillnet fisheries including artisanal fleets.	0	2	0	0	0	2
Requirement for bycatch and fishery statistics in artisanal fleets .	0	0	0	0	0	0
Bycatch CMMs incorporate management measures to reduce or prevent cetacean bycatch and entanglement/entrapment in purse seine fleets and FADs	2	0	2	2	2	8
Bycatch CMMs incorporate management measures to reduce or prevent cetacean bycatch and depredation in longline fleets	0	0	0	0	0	0
Bycatch CMMs incorporate management measures to reduce or prevent cetacean bycatch in gillnet fleets	0	0	0	0	0	0

Table 3.3D-6 Baseline data presentation table indicator 3.3D

Progress category	Number of measures in each category
RFMO measures that fully incorporate a management best practice (scoring 4 points)	0
RFMO measures that partially incorporate a management best practice (scoring 2 points)	13
RFMO measures that do not incorporate a management best practice (scoring 0 points)	22

Appendix: QUESTIONNAIRE FOR RISK AND CAPACITY ASSESMENT OF POTENTIAL SERVICE PROVIDER

ELIGIBILITY AND CAPACITY PROFILE

(To be filled in by the Service Provider)

1	ELIGIBILITY	YES	NO
1.1	Please confirm that there are no pending legal actions against your organization. If there are, please provide more details in the Comments box below (question 1.7).	<input type="checkbox"/>	<input checked="" type="checkbox"/>
1.2	Does your organization have a bank account in its name?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
1.3	Is the organization a state authority or legally registered with state authorities, or recognized by international treaties as one of the following? If yes, please tick the appropriate answer below. <input type="checkbox"/> a governmental institution; <input type="checkbox"/> an inter-governmental institution (e.g. other United Nations agency); <input checked="" type="checkbox"/> <input type="checkbox"/> a non-governmental organization; <input type="checkbox"/> a legally registered community/ civil society organization; <input type="checkbox"/> an academic or public research institution; <input type="checkbox"/> a charitable foundation. Please provide the legal registration date, place, and registration number in the Comments box below (question 1.7).	<input type="checkbox"/>	<input type="checkbox"/>
1.4	Do you declare that your organisation is NOT currently suspended or debarred by FAO, any other UN organization, the EU or the World Bank? If yes, please provide details in the Comments box below (question 1.7).	<input type="checkbox"/>	<input checked="" type="checkbox"/>
1.5	Do you declare that your organisation is not connected in any way to and does not provide support to individuals or entities associated with terrorism, as included in the list maintained by the Security Council Committee established pursuant to its Resolutions 1267 (1999) and 1989 (2011)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
1.6	Please confirm that, to the best of your knowledge, your organisation does not have any personal or professional relationships with FAO? If the answer is YES, please provide all relevant details under point 1.7 below. Please note that the disclosure must include, but not be limited to: - ANY current or past employment relationship with FAO of your organisation's representatives and employees; - ANY current or past relationship with any FAO staff member (family members, spouses, etc.) of your organisation's representatives and employees.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
1.7	Please provide any explanations, comments and qualifications to the answers provided above regarding the eligibility criteria: Headquarters agreement from the UK Government dated 21 August 1975		
2	GOVERNANCE	YES	NO
2.1	Does your organisation have internal statutes and bylaws that govern your policies, procedures, ownership and management?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2.2	If the answer to the previous question is yes, do the statutes and bylaws foresee that a governing body controls the management?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2.3	Does the governing body meet on a regular basis and perform oversight functions?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2.4	Does your organisation have statutory reporting requirements (e.g.: on financial results and management actions)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2.5	Does your organisation have anti-fraud and corruption policy with clear sanction and rules?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

2.6	Please provide any explanations, comments and qualifications to the answers provided above regarding the questions on governance: The Commission meets every biennium and a sub-group of the Commission, the Bureau, meet every quarter to ensure the proper functioning of the IWC.		
3	ORGANIZATIONAL STRUCTURE AND STAFFING	YES	NO
3.1	Does your organisation have clearly defined policies for transparent and competitive recruitment and personnel management?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3.2	Are the job descriptions for the staff in your organisation clearly defined?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3.3	Does your organisation have professional staff employed on full time basis dedicated to the following areas?		
	Accounting and finance	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Internal audit	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	Procurement	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	Human Resources	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Communication	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3.4	Please confirm that your organisation is able to provide the required services satisfactorily without recruiting additional resource persons; if not, please specify the expertise that would be outsourced and the activities for which it would be required in the Comments box below (question 3.11).	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3.5	Does the organisation have a formal policy for record keeping and document management?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3.6	Are there structured internal reporting formats and procedures established to facilitate reporting the performance of externally-financed activities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3.7	Does your organisation document its performance through annual or periodic reports that are made public?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3.8	Does your organisation have a documented internal control framework which is distributed and made available to staff and updated periodically?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3.9	Does the organisation have a code of conduct or any other official guidelines regarding ethical behaviour and administrative sanctions procedures for employees?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3.10	Is the organization's staff trained to maintain their basic safety and security during humanitarian field operations?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3.11	Please provide any explanations, comments and qualifications to the answers provided above regarding the questions on organizational structure and staffing: All staff are given a thorough induction when they commence work for the IWC. Annual reports are produced each year and audited by an external auditor. Any new work required by the IWC needs to receive indorsement from the Commission prior to commencement.		
4	ACCOUNTING POLICIES AND PROCEDURES	YES	NO
4.1	Does your organisation have an accounting system that allows for proper recording of financial transactions from United Nations agencies, including allocation of expenditures in accordance with the respective components, disbursement categories and sources of funds?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4.2	Are all accounting and supporting documents retained in the system that allows access to only authorized users?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4.3	Are the following functional responsibilities performed by different units or individuals: (a) authorisation to execute a transaction; (b) recording of the transaction; and (c) custody of assets involved in the transaction?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4.4	Are the functions of ordering, receiving, accounting for and paying for goods and services segregated?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4.5	Are bank reconciliations prepared by individuals other than those who make or approve payments?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4.6	Does your organisation have in place controls for the preparation and approval of payroll expenditures?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

4.7	Does your organisation have a system for controlling that direct staff salary costs reflect the actual amount of staff time spent on a project?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4.8	Does your organisation have specific controls for authorizing the actions and approving the reimbursement or payment of travel and hospitality costs?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4.9	Does your organisation have specific controls over cash payments?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4.10	Does your organisation have published rates for hospitality expenses?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4.11	Does your organisation take out insurance for health and/or repatriation of the staff working in field locations?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4.12	Please provide any explanations, comments and qualifications to the answers provided above regarding the questions on accounting policies and procedures: Bank reconciliations are performed by the Finance Assistant who makes the payments. However, the Head of Finance is responsible for authorising all payments but cannot process a payment. We do not record staff costs per project. Our hospitality rates are not published, however, we follow the UK Governments rates per country / city.		
5.	OPERATIONAL CAPACITY	YES	NO
5.1	Does the organisation have at least 3 full-time staff?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5.2	Does your organisation have previous experience in the target area for the requested activities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5.3	Does your organisation have in-country core resources such that can maintain continuing field presence and basic operations?	<input type="checkbox"/>	<input type="checkbox"/> NA
5.4	Do you maintain full-time year-round offices in the area(s) of the proposed operations?	<input type="checkbox"/>	<input type="checkbox"/> NA
5.5	Do you have external collaborators residing full time in the area(s) of the proposed operations?	<input type="checkbox"/>	<input type="checkbox"/> NA
5.6	Does your organisation own and operate in the area vehicles that can provide adequate transport capacity for the required operations?	<input type="checkbox"/>	<input type="checkbox"/> NA
5.7	Does your organisation own and operate in the area warehouse facilities that can provide adequate storage for the required operations?	<input type="checkbox"/>	<input type="checkbox"/> NA
5.8	If the answer to the previous question is yes, do any such required warehouse facilities have adequate physical security?	<input type="checkbox"/>	<input type="checkbox"/> NA
5.9	Does your organisation own and operate in the area IT equipment and resources that can provide adequate connectivity and electronic support for the required operations?	<input type="checkbox"/>	<input type="checkbox"/> NA
5.10	If applicable, does your organisation have the necessary training and facilitation skills for providing training to the beneficiaries in the target area(s)?	<input type="checkbox"/>	<input type="checkbox"/> NA
5.11	Please provide any explanations, comments and qualifications to the answers provided above regarding the questions on operational capacity:		
6.	FINANCIAL REPORTING AND ASSET MANAGEMENT	YES	NO
6.1	Does your organisation have established financial reporting procedures that specify what reports are to be prepared, the source system for key reports, the frequency of preparation, what they are to contain and how they are to be used?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6.2	Are your organization's overall financial statements audited regularly by an independent auditor in accordance with appropriate national or international auditing standards? If so, please provide the name of the auditor in the Comments box below (question 6.9).	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6.3	Were there any major issues related to ineligible expenditure involving donor funds reported in the audit reports over the past three years? If yes, please provide more details in the Comments box below (question 6.9).	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6.4	Does your organisation have a computerized financial management system?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

6.5	If the answer to the previous question is yes, can the computerized financial management system produce financial reports on cash-basis accounting?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6.6	Does your organisation have in place a policy and procedures to protect assets from fraud, waste and abuse?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6.7	Is responsibility for receiving and issuing inventory segregated from that for updating the inventory records?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6.8	Please provide any explanations, comments and qualifications to the answers provided above regarding the questions on financial reporting and asset management: Thomas Quinn are our auditors. We do not hold any inventory.		
7.	PROCUREMENT AND CONTRACT ADMINISTRATION	YES	NO
7.1	Does your organisation have procurement policies and written procedures?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7.2	Are exceptions to procurement procedures approved by management and documented?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7.3	Does your organisation have a computerized procurement system with adequate access controls and segregation of duties between entering purchase orders, approval and receiving of goods?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7.4	Does your organisation have a structured procurement unit with defined reporting lines?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7.5	Do your organisation procedures require written or ERP-based authorizations for purchases?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7.6	Does your organisation apply formal guidelines and procedures to identify, monitor and deal with potential conflicts of interest with potential suppliers/procurement agents?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7.7	Does your organisation follow well-defined rules and procedures for sourcing suppliers (e.g.: wide broadcasting of tenders)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7.8	Does your organisation follow well-defined rules and procedures to ensure a secure and transparent bid and evaluation process?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7.9	Does your organisation have rules and procedures on management / administration of major contracts?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7.10	Does your organisation have specifically designated personnel to monitor expiration of performance securities, warranties, liquidated damages and other risk management instruments?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7.11	Please provide any explanations, comments and qualifications to the answers provided above regarding the questions on procurement and contract administration: We do not have a separate procurement department, it is performed by the Finance & Administration Team.		