Thirteenth meeting of the Contracting Parties to the
Convention on Cooperation for the Protection,
Management and Development of the Marine Environment and
Coastal Areas of the Atlantic Coast of the
West, Central and Southern African Region (Abidjan Convention)

Virtual Meeting, 13th to 15th December 2021

ELABORATION OF A STRATEGY FOR THE ADOPTION OF A GLOBAL TREATY
AGAINST PLASTIC POLLUTION
Grant Agreement

The

United Nations
405 East 42nd
New York, NY 10017
USA

represented by the

United Nations Environment Programme (UNEP)
- hereinafter referred to as “the Recipient” –

and

Deutsche Gesellschaft für
Internationale Zusammenarbeit (GIZ) GmbH
Dag-Hammarskjöld-Weg 1 - 5
65769 Eschborn
Federal Republic of Germany
- hereinafter referred to as the “GIZ” -

herewith enter into the following Agreement for the Project, entitled

Global sector project to support the BMU in implementing the Marine Debris Framework - Regional hubs around the globe

Communication details (must be quoted in all correspondence and invoices)

<table>
<thead>
<tr>
<th>Contract number</th>
<th>81275123</th>
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<td>Project processing number</td>
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**Unit responsible for the budget**

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<td>Responsible officer</td>
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**Procurement and Contracting**

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**Financial management of the contract**

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<td>Andreas Domjahn</td>
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03/2021
Grant Agreement

The basis for the present grant for UN represented by United Nations Environment Programme (UNEP) is the commission from the Government of the Federal Republic of Germany represented by Federal Ministry for the Environment, Nature Conservation and Nuclear Safety (hereinafter referred to as BMU) dated 29.05.2020. GIZ shall provide the grant pursuant to this agreement exclusively on behalf of and for the account of BMU.

Article 1

Amount and Purpose of the Grant

1.1 Commissioned by the Government of the Federal Republic of Germany, the GIZ shall make available to the Recipient a grant of up to US$ 45,712.00 but not exceeding the equivalent of EUR 40,502.38, inclusive of standard 13 per cent programme support costs.

1.3 The Recipient shall use the grant exclusively for expenditures within the Project described in Article 2 and in the Project Proposal, attached hereto as Annex 1, which forms an integral part of the Agreement, as attributed to the GIZ grant according to the Financial Framework which sets out details of the Project expenditures. The Financial Framework is attached hereto as Annex 2 and forms an integral part of the Agreement.

1.4 The grant is made available for the period from 01.09.2021 to 28.02.2022. Only expenditures incurred during this period and relating to activities carried out during this period may be financed from the grant. Otherwise the written approval of GIZ is required.

1.5 The Recipient shall use the GIZ grant only for necessary and reasonable expenditures and shall administer the grant and activities financed by the grant in accordance with the United Nations rules, policies and procedures, including the United Nations Financial Regulations and Rules.

1.6 The GIZ grant may be used only for expenditures not already financed under other grants (either from GIZ or from other donors). Subject to the foregoing, the GIZ acknowledges and agrees that the Project may be financed by multiple donors, including GIZ.
1.7 The Recipient shall be entitled to spend up to 20% more than the amounts mentioned in the Financial Framework (Annex 2) for any budget line without the prior authorization of GIZ, provided that expenditures are reduced by the same amount in one or more of the other budget lines.

1.8 The Recipient shall be entitled to all intellectual property rights with respect to the reports produced pursuant to Articles 3 and 6 and all studies, documents or other work results, including computer programs, resulting from the project implementation and financed in whole or in part from the grant (the “Works”). The Recipient herewith grants the GIZ an irrevocable, non-exclusive and transferable right of use of the Work in all areas and fields, including their processing and translation and use in electronic media for non-commercial and educational purposes only, and subject to the fact that GIZ may transfer the right of use only to the Government of the Federal Republic of Germany. The Recipient shall provide one copy of the materials to GIZ promptly on request by the GIZ. The GIZ is entitled to grant simple sub-user rights only to the Government of the Federal Republic of Germany on the same terms such rights are granted herewith to the GIZ.

Article 2

The Project

2. The primary aim of the Project is to:
   Conduct a Regional awareness campaign to promote a possible global plastic treaty in the Abidjan Convention states.
   Details are laid down in the Project Proposal in Annex 1.

Article 3

Disbursement Procedure

3.1 The Recipient shall request the disbursement in the contract currency, to the amount of EUR 40,502.38. The call for this disbursement shall be submitted in one original signed copy and must include the Project number and the Contract number.
3.2 The disbursement will be transferred in one installment to the following bank account upon signature of the present Agreement by both parties:

Name of Bank: J.P. Morgan A
Address: P.O Box 60284 Junghofstrasse 14, 60311 Frankfurt/Main
Account Name: UNEP EUR
Account Number: 616160375
ABA No.: DE5601105660616160375
Swift code: CHASDEF
Reference: Contract Number 61275123

The Recipient shall keep a separate project record exclusively for the funds disbursed by the GIZ.

3.3 Upon completion of the Project, but not later than six (6) months after the completion of the Project, the Recipient shall submit to the GIZ an original final certified financial statement. The report shall be prepared in accordance with the relevant UN Financial Regulations and Rules, policies and procedures applicable to the Recipient. The financial statement shall be in US dollars. Any funds remaining from the grant, including any interest accrued, shall be returned to the GIZ in US dollars no later than six (6) months after the completion of the Project at the exchange rate resulting from the advance credited to the account.

Article 4

Purchasing of Goods and Services

4.1 Procurement of supplies and services shall be made according to the Recipient's internal rules and regulations for procurement and contracts, including international competitive bidding when applicable. Written documentation shall be kept of all decisions regarding invitations to tender and placement of order. The Recipient shall upon request assist in providing GIZ with information within the limit of the UN regulations and rules.
Grant Agreement

Article 5

Suspension of Disbursements and Repayment

5.1 After consultation with the Recipient and an opportunity to remedy the specific circumstance cited below, the GIZ shall be entitled to either suspend or terminate disbursements if:

a) the Recipient is not able to furnish evidence proving the use of the grant for the purposes stipulated in this Agreement;

b) goods purchased by the Recipient for the Project and financed from the grant are not used for the purpose of the Agreement;

c) the Recipient has engaged in material breach of any other provision of this Agreement;

d) before conclusion of the Agreement or during its execution, the Recipient has given false information or withheld relevant information affecting the allocation or disbursement of the grant;

e) any extraordinary circumstances have arisen which preclude or seriously jeopardize the purpose of the grant, the implementation of the Project, or the performance of the obligations assumed by the Recipient under this Agreement; or

f) the Government of the Federal Republic of Germany terminates, suspends or modifies the relevant contract with GIZ which is basis for this Agreement.

5.2 The GIZ shall be entitled to demand immediate repayment of all or part of the grant if any of the circumstances referred to in Article 5.1 a) to d) arise and have not been remedied within a period to be agreed upon by the GIZ and the Recipient, which shall, however, be not less than 30 days. Where Article 5.1 a) applies, only those amounts shall be repaid for which the Recipient is unable to furnish evidence of the use for the purpose stipulated in this Agreement. Where Article 5.1.b) applies, only those amounts relating to the goods concerned shall be repaid.

Where Article 5.1 e) or f) applies, the Recipient shall continue to hold unutilized payments until all commitments and liabilities incurred, prior to the date of receipt of the notice, in the
execution/implementation of all or the part of the Project, for which this Agreement has been
terminated, have been satisfied and Project activities brought to an orderly conclusion.

Article 6

Implementation of the Project

6.1 The description of the activities described in Annex 1 as well as the Financial Framework in
Annex 2 constitute the binding framework for the implementation of the Project.

6.2. Major changes to the activities described under Annex 1 as well as the Financial Framework
under Annex 2, or major changes to the estimated expenditures (subject to Article 1.6 above),
must be reported immediately to the GIZ. Such changes may be commenced only on the basis
of revised Annex 1 and/or Annex 2 and with the prior approval of the GIZ.

6.3. The Recipient shall provide a narrative report describing the implementation and results of the
Project in the light of the aims set out in the Project Proposal and submit it to the GIZ not later
than six (6) months after the completion of the Project.

6.4. In any publication on the Project, the Recipient shall acknowledge in an appropriate manner
and in accordance with the rules and policies applicable to the Recipient that it is conducting
or has conducted its activities within the framework of a project financed or cofinanced by the
GIZ on behalf of the Government of the Federal Republic of Germany.
Grant Agreement

Article 7

Sanction List

7.1 Consistent with numerous United Nations Security Council resolutions, including, but not limited to S/RES/1269 (1999), S/RES/1368 (2001), and S/RES/1373 (2001), both GIZ and the UN are firmly committed to the international fight against terrorism, and in particular, against the financing of terrorism.

7.2 As required by the UN's regulations, rules, policies and procedures, the UN will screen potential implementing partners to ensure the UN does not knowingly work with any implementing partner(s) appearing on the Consolidated United Nations Security Council Sanctions List as modified during this Arrangement.

7.3 The UN will notify GIZ of the implementing partner(s) as soon as they are selected by the UN in accordance with the United Nations Financial Regulations, Rules, and relevant policies and procedures.

7.4 It is the laws of Germany that none of its funds are used, directly or indirectly, to support individuals or entities associated with terrorism. GIZ may inform the UN in writing if it has identified any such implementing partner(s) that are of concern. In such instance, GIZ and the UN will discuss and determine in good faith an appropriate course of action, including reallocation of remaining funds, suspension or termination of this Arrangement.

7.5 The UN will include an appropriate clause in its agreements with implementing partner(s) requiring that such implementing partners use all reasonable efforts to ensure that no funds transferred are used to benefit individuals or entities appearing on the Consolidated United Nations Security Council Sanctions List.

Article 8

Final Provisions

8.1 The Recipient shall take reasonable measures to ensure that the persons it entrusts with the preparation and implementation of the Project and the awarding of contracts for the provision of materials and services to be financed under this Agreement do not demand, accept, provide,
grant, promise or accept promises for illegal payments or any other unfair advantages in connection with these tasks.

8.2 In the event a provision of this Agreement is established to be invalid, this shall not affect the validity of the remaining provisions. Any deficiency in consequence thereof shall be remedied by a provision consistent with the purpose and intent of this Agreement.

8.3 The Recipient shall not assign or transfer or pledge any rights under this Agreement.

8.4 Any audit concerning the utilization of the present grant shall be carried out in accordance with the United Nations Financial Regulations and Rules. Any report of the United Nations Board of Auditors containing observations related to the use of this grant shall be made available to the GIZ.

8.5 Amendments and changes to this Agreement as well as any statements and notices which shall be made under this Agreement shall only be valid in writing.

8.6 This Agreement may be terminated by either party subject to thirty (30) days’ written notice to the other party.

8.7 a) Amicable settlement. The parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of this Agreement or the breach, termination or invalidity of this Agreement. Where the parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the parties.

b) Arbitration. Any dispute, controversy or claim between the parties arising out of this Agreement or the breach, termination or invalidity thereof, unless settled amicably under the preceding paragraph of this Article within sixty (60) days after receipt by one party of the other party’s request for such amicable settlement, shall be referred by either party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the Agreement, order the termination of the Agreement, or order that any other protective
measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the Agreement, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 ("Interim measures") and Article 34 ("Form and effect of the award") of the UNICTRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in this Agreement, the arbitral tribunal shall have no authority to award interest in excess of the Federal Reserve Bank of New York's Secured Overnight Financing Rate ("SOFR") then prevailing, and any such interest shall be simple interest only. The parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.

8.8 Nothing in this Agreement shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs.

8.9 The Agreement shall be signed in duplicate and enter into force on the date it is signed by the authorized representatives of the Parties hereto. The Recipient and the GIZ shall each receive one original copy thereof.

Eschborn, 03.09.2021
For the Deutsche Gesellschaft für Internationale Zusammenarbeit (GIZ) GmbH

I.V. Maurice Füster
Contract Manager E2CO

New York, Date:
For the United Nations

I.V. Roman Henkel
Contract Manager E2CO

Katerin Stendahl
Chief, Ecosystems Integration Branch

Annexes:

Annex 1: Project Proposal
Annex 2: Financial Framework
### Project Title:
Regional awareness campaign to promote a possible global plastic treaty in the Abidjan Convention states

### Project beneficiary:
The Convention for Cooperation in the Protection, Management and Development of the Marine and Coastal Environment of the Atlantic Coast of the West, Central and Southern Africa Region – in short, the Abidjan Convention

### Authorized contact person
Dr Abdoulaye Diagana  
Thematic Leader Marine Litter UNEP/Ecosystem Division  
UN ENVIRONMENT/Abidjan Convention Secretariat  
T: +225 22 51 46 00/F: +225 22 51 46 08

### Background:
The Abidjan Convention (ABC), administered by the United Nations Environment, is an agreement arising from the need to adopt a regional approach for the prevention, reduction and control of pollution of marine environment, coastal waters and related river waters of West, Central and South Africa. The Convention has evolved and updated its mandate through various instruments, including additional Protocols, e.g. Protocol concerning the Cooperation in the Protection and Development of the Marine and Coastal Environment from Land-Based Sources and the Activities (LBSA, 2012).

Mandated by State Parties the Convention’s mission is to “foster regional cooperation on environmental problems, while recognizing the different governance structures and political, social and economic variations within and between member States and their impact on the human and technological resources they are willing and able to make available.”

Referring to waste management, the issue of marine litter has been worsening in the member states in recent years, as in other regions of the world. The cause is increasing urbanization of coastal areas and insufficient waste collection and disposal practises at the same time, leading to increased amount of waste that ends up as marine debris, e.g. the generation of waste in Lagos (9.5 million to 12 million people - statistics vary) and Kinshasa (9 million people) is estimated at 10,000 tons of waste daily. In such heavily populated areas the typical collection rate is only 40-50 %. Due to a lack of accurate data, the possible extent of marine litter and associated environmental pollution can only be roughly estimated.

Affected by marine litter the countries are very committed to the LBSA Protocol, and have introduced various counter measures at national level, including e.g. plastic bags ban in some of the member states. They also acknowledge that the issue of marine litter can only be solved at global level and endorse a global plastic treaty as envisioned by the majority of the member states, however there

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1 18th Global Meeting of the Regional Seas Conventions and Action Plans 2014, UNEP
is still no common understanding on the scope and content of such global treaty in the Abidjan Convention region. An endorsement of the member states, after all 22 states, would increase the chance for such global treaty.

Thus, the Abidjan Convention intends to use its mandate and outreach to promote the vision of a global treaty through targeted awareness campaigns and capacity building measures to inform the public and political.

For this purpose, the Abidjan Convention is hereby applying to GIZ Marine Litter Project for a grant of EUR 40,502.36 to finance such an awareness campaign and capacity development measures.

The GIZ Marine Litter Project supports the Federal Ministry for the Environment, Nature Conservation and Nuclear Safety (BMU) in the implementation of the grant program “Marine Debris Framework – Regional Hubs around the globe”. Germany is an advocate of the idea of a global treaty, and at international level through the BMU a driving force, e.g. Germany, together with Ecuador, Ghana, Vietnam and supported by UNEP will host the “Ministerial Conference on Marine Litter and Plastic Pollution” to be held in September 2021. The Ministerial Conference aims to further elaborate key elements of a global agreement as highlighted by the 4th meeting of the ad hoc open ended expert group on marine litter and microplastic in November 2020. To ensure sufficient support from a broad coalition of countries for a call for a global treaty at a high political level, a deeper knowledge of the central components and the content of such treaty is required.

Thus, the support to the Abidjan Convention as described here will also benefit and complement Germany’s effort in establishing an international coalition for a global plastic treaty.

<table>
<thead>
<tr>
<th>Overall objective:</th>
<th>The overall objective is to get the Abidjan Convention countries to support the international movement for a global treaty against plastic pollution</th>
</tr>
</thead>
<tbody>
<tr>
<td>Specific objectives:</td>
<td></td>
</tr>
</tbody>
</table>
  - Harmonize positions at regional level  
  - Raise awareness among the public, elected officials, and policy makers  
  - Provide information on possible key elements of a global treaty |
| Target groups: |  
  - Political stakeholders in the ABC region involved in waste management, marine litter or related fields  
  - Public in the ABC countries |
| Stakeholders: |  
  - Representatives of the member states in ABC  
  - Public in the ABC region  
  - NGOs  
  - Partners of the ABC (WWF, ACP MEAs III) |
| Project description/ activities | ABC will use the grant to engage an expert and a support staff for the following scope of work:  

**Implementation of a Capacity building program:**  
- Organizing the delivery of plastic pollution related workshops  
- Input into and participate in capacity building programs related to plastic Pollution e.g. the ACP MEAs program plastic pollution related activities (to develop a regional legal framework against plastic pollution, to consist members countries to develop national action plans)  
- Internal communications and outreach to members of the Abidjan Convention  
- Partnership mapping and engagement with key NGOs within the scope of the Abidjan Convention  

**Support to the negotiation of a legally binding global plastics treaty**  
- Organizing the development and delivery of an online workshop for members of the ABC on a possible global treaty on plastic pollution  
- Support policy advocacy efforts amongst Abidjan Convention member countries for a new legally binding global agreement to combat plastic pollution  
- Facilitate meetings with key stakeholders / government officials from member countries to promote the possible global treaty  
- Champion efforts for a Ministerial level declaration outcome in support of a new global treaty to address plastic pollution  

Further activities in support of the before mentioned two main workstreams include:  
1. Organize the ABC Bureau meeting taking place probably in September (ministers and focal points); include the topic of marine pollution into the agenda and prepare a statement  
2. Develop communication material  
3. Campaign on social medias  
4. Organize country visits for advocacy  

| Expected outcome | Support from the ABC countries for an international treaty  
- At least 3 countries declare their support for an UNEA mandate for negotiating a global agreement on plastic pollution  
- Statement from member countries at the Abidjan Convention COP13 (scheduled for September but currently subject to a postponement) supporting the process for a treaty.  

01.09.2021
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