



PROJECT FUNDING AGREEMENT

This Agreement is made by and between:

“BirdLife”:	BIRDLIFE INTERNATIONAL , a company limited by guarantee (company number 2985746) and a registered charity in England and Wales (charity number 1042125) whose registered office is The David Attenborough Building, Pembroke Street, Cambridge CB2 3QZ; and
“Recipient”:	Sudanese Wildlife Society (SWS) Cola building, B12, Mazad Street, Khartoum North, Sudan. P. O. Box 6041 Takamul, Khartoum, Sudan. Tel 0154928600 Sws-Sudan.org,

Background

- (a) BirdLife has awarded a grant to the Recipient solely for the purposes of undertaking the specific project as defined in Section A;
- (b) the grant is subject to the terms and conditions set out in this Agreement; and
- (c) this Agreement comprises and incorporates the terms and conditions set out in:
 - (i) Section A: Grant Details;
 - (ii) Section B: Standard Terms;
 - (iii) Attachment 1: Project Proposal;
 - (iv) Attachment 2: Payment Schedule;
 - (v) Attachment 3: Reporting Requirements; and
 - (vi) Attachment 4: Funder Requirements (where applicable)

Section A: Grant Details

Grant
Total amount granted to Recipient: (expressed in figures and including relevant currency): \$91620 (expressed in words and including relevant currency): Ninety one thousand, six hundred and twenty US dollars only
Funder Information
<input type="checkbox"/> Not Applicable <input type="checkbox"/> Applicable. Name of Funder*: GEF/UNDP "Funder". *If no name is given the Funder wishes to remain anonymous.
Project
Mainstreaming Migratory Soaring Birds Conservation Considerations into Agriculture sector in Sudan a project as further defined in Attachment 1 (the "Project") The "Project Start Date" is: 01 October 2019 The "Project End Date" is: 31 December 2022
Term
The "Effective Date" of this Agreement is: 01 October 2019 The "Termination Date" of this Agreement is: the Project End Date or, in the event that any obligations of this Agreement are to be performed after the Project End Date, the date upon which all obligations under the Agreement (excluding those intended to survive termination), have been performed by the parties.
Bank Account
Name of bank: El Nilein Industrial & Development Bank Group. *Note: the receiving bank account is now ammended as per a separate "AMENDMENT TO PROJECT FUNDING AGREEMENT" Address of bank: P. O. Box 466, Khartoum, Sudan Account name: Sudanese Wildlife Society الجمعية السودانية للحياة البرية Bank account number/IBAN: Account No. 117651

Sort code/Swift code: Swift Code: ENIDSDKHXXX

Payment Schedule	
<input type="checkbox"/> Standard BirdLife Payment Schedule applies <input checked="" type="checkbox"/> Custom Payment Schedule applies Full details of Payment Schedule are set out in Attachment 2	
Reporting Requirements	
The Reporting Requirements are set out in Attachment 3	
BirdLife Contact	Recipient Contacts
Name: Osama Al Nouri Address: BirdLife International, Middle East Partnership Secretariat, 6, Salameh Al Ma'ayta Street, Khlada, Amman, Jordan Tel: +962 – 6 554 8173 Email: osama.alnouri@birdlife.org	Name: Ibrahim M. Hashim Address: B. O. Box 6014 Takamul, Khartoum, Sudan. Code 11113 Tel: 249912165374 Email: ibramaha35@gmail.com Finance and Administration contact Name: Nasir Yousif Gaboush Address: P. O. Box 6041 Takamul, Khartoum, Sudan. Code 11113 Tel: 249920475133 Email: Nasirbrema@gmail.com

IN WITNESS whereof the parties have entered into this Agreement and agree to be bound by its terms.

Signed by the duly authorised representatives of:

BIRDLIFE INTERNATIONAL

Name:	.....	Signature:	.....
Position:	.....	Date:	.....

RECIPIENT

Name:	.....	Signature:	.....
Position:	.....	Date:	.....

Section B: Standard Terms

These Standard Terms apply to the Grant awarded by BirdLife International to the Recipient.

1 Interpretation

1.1 In this Agreement:

“Agreed Costs” means those specific costs and expenses related to the Project incurred or to be incurred by the Recipient that have been agreed in advance by the parties and which are specified in the Project Budget;

“Applicable Legislation” means laws and regulations in any jurisdiction in which the Grant is made, received or used and in which the Project takes place or to which the Project relates;

“BirdLife Requirements” means the instructions, policies, codes of conduct, guidelines, deadlines, forms and other requirements notified to the Recipient in writing from time to time during the term of this Agreement (as amended, updated or supplemented from time to time);

“Data Protection Law” means all Applicable Legislation protecting the fundamental rights and freedoms of individuals in relation to their personal data and right to privacy (including, but not limited to GDPR and the Data Protection Act 2018) as amended and updated from time to time;

“GDPR” means the General Data Protection Regulation (2016/679). The terms “personal data”, “processor”, “controller” and “processing” have the meanings set out in article 4 of the GDPR;

“Grant” means the maximum amount of funding granted to the Recipient during the term of this Agreement as specified in Section A;

“Funder Agreement” means the relevant funding/grant agreement made between BirdLife and the Funder (where applicable);

“Funder Requirements” means the specific requirements of the Funder (if any), including any terms of the Funder Agreement as set out in Attachment 4 or that are applicable to this Agreement by reason of the Grant or part thereof comprising funds granted to BirdLife by the Funder under the terms of the Funder Agreement;

“Intellectual Property Rights” means any copyright and related rights, patents, rights to inventions, registered designs, database rights, design rights, topography rights, trademarks, service marks, trade names and domain names, trade secrets, rights in unpatented know-how, rights of confidence and any other intellectual or industrial property rights of any nature including all applications (or rights to apply) for, and renewals or extensions of such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the World; and

“Project Budget” means the agreed budget for the Project as set out in Attachment 1.

1.2 In this Agreement:

- 1.2.1 any headings in this Agreement shall not affect the interpretation of this Agreement;
- 1.2.2 a reference to a statute or statutory provision is (unless otherwise stated) a reference to the applicable UK statute as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it;
- 1.2.3 where the words “include(s)” or “including” are used in this Agreement, they are deemed to have the words “without limitation” following them, are illustrative and shall not limit the sense or generality of the words preceding them.

1 Commencement and Duration

- 1.1 This Agreement shall come in to force and is deemed to be legally binding upon the parties on the Effective Date. Without prejudice to any provisions of this Agreement which are intended to survive its termination and subject to any earlier termination under clause 12, this Agreement shall continue in full force and effect until the Termination Date.
- 1.2 For the avoidance of doubt, in the event that the Effective Date precedes the date on which this Agreement is signed by the parties, the parties acknowledge and agree that the terms of this Agreement are deemed to apply to any interim period between the Effective Date and date of signature.
- 1.3 The Project shall commence on the Project Start Date and shall finish on the Project End Date, provided that such dates may be amended from time to time, subject to the written agreement of the parties.

2 The Grant

- 2.1 BirdLife awards the Grant to the Recipient for the sole purpose of the Project
- 2.2 In consideration of the Recipient’s delivery of the Project and subject to the Recipient’s satisfactory compliance with the terms of this Agreement and the provisions of this clause 2, the Grant shall be paid by BirdLife to the Recipient’s Bank Account in accordance with the applicable Payment Schedule as indicated in Section A.
- 2.3 Where payment of the Grant is to be made on a reimbursement basis for actual costs and expenses incurred by the Recipient during the term of the Project (“Actual Costs”), BirdLife will reimburse Actual Costs provided that:
 - 2.3.1 any and all Actual Costs claimed are eligible by reason of them being Agreed Costs or meeting other eligibility criteria specified in this Agreement or as agreed by the parties in writing;

- 2.3.2 the combined total of Actual Costs reimbursed by BirdLife under this Agreement shall not exceed the value of the Grant;
 - 2.3.3 reimbursement of Actual Costs shall only be up to the maximum levels for any individual or group costs stated in the Project Budget; and
 - 2.3.4 any and all claims for Actual Costs shall be proven through supporting documentation such as receipts, invoices and timesheets (“Supporting Documentation”).
- 2.4 Where the Payment Schedule provides for an advance payment of the Grant and or/payment by instalments, the Recipient shall ensure that all Actual Costs are recorded and accounted for in accordance with the Reporting Requirements and proven through Supporting Documentation.
- 2.5 If, at termination of this Agreement, or upon receipt by BirdLife of an interim report where a subsequent instalment is due, the Recipient is in receipt of unspent funds or any of the Actual Costs claimed during the previous period are not Agreed Costs or otherwise eligible, the Recipient will promptly repay any and all unspent or ineligible funds to BirdLife, provided however that, where a subsequent instalment is due, BirdLife may, at its discretion, adjust the amount payable under the next instalment accordingly.
- 2.6 Any overspend shall be the sole responsibility of the Recipient and in no event shall BirdLife be liable to pay a total in excess of the value of the Grant. Where overspend occurs during a reporting period and a subsequent instalment is due, BirdLife may, at its discretion, reduce the amount of the subsequent instalment by the value of the overspend.
- 2.7 BirdLife may, at its discretion, accept photocopies or scans of Supporting Documentation as verification of cost/expense claims, provided that the originals are kept by the Recipient in accordance with its obligations under clause 3.2.10.
- 2.8 The Grant is fully inclusive of any and all taxes that may be payable in connection with the award, receipt or use of the Grant. Payment of any such taxes is the responsibility of the Recipient. However, in the event that BirdLife is required by the laws or regulations of any applicable jurisdiction to deduct any withholding tax or similar taxes from the Grant, BirdLife shall deduct and account for such taxes before paying the remainder of the Grant to the Recipient and shall notify the Recipient in writing of all such sums properly deducted.

3 Recipient’s obligations

- 3.1 The Recipient warrants that all information given to BirdLife in connection with the Project Proposal is true.
- 3.2 The Recipient shall:
- 3.2.1 use the Grant solely and exclusively for the purposes of funding the Project and in accordance with the Project Budget;

- 3.2.2 discuss the progress of the Project and consult with BirdLife on a regular basis;
- 3.2.3 submit reports (each including financial and operational details on the Recipient's use of the Grant and delivery of the Project and each accompanied by evidence of expenditure) in accordance with the relevant Reporting Requirements;
- 3.2.4 deliver all aspects of the Project with reasonable skill and care and in accordance with BirdLife Requirements, provided that any BirdLife Requirements that results in substantial changes to the Project shall be subject to agreement of the parties to a suitable amendment of the Project Proposal;
- 3.2.5 use reasonable endeavours to deliver the Project in the most economical fashion and shall, unless restricted by the terms of this Agreement, source the most cost-effective goods and services required for the Project, obtaining three (3) estimates wherever possible;
- 3.2.6 obtain any permits or licences required in connection with the Project;
- 3.2.7 comply with the Funder Requirements (if any) and do nothing to put BirdLife in breach of such Funder Requirements;
- 3.2.8 not at any time do or say anything which damages or which could reasonably be expected to damage the interests or reputation of BirdLife or the Funder (if any) or their respective officers, employees, agents or contractors;
- 3.2.9 obtain the prior written consent of BirdLife (and, where applicable, the Funder) before purchasing and disposing of any item of equipment or other asset costing £500 (five hundred pounds), excluding VAT, or more which, on the date of purchase, has a useful life of more than one year and is purchased wholly or partly out of the Grant;
- 3.2.10 treat the terms of this Agreement and any information of a confidential nature relating to BirdLife as confidential. The term 'confidential information' includes all material, non-public information whether written or oral made available through any means of communication or observation;
- 3.2.11 maintain records relating to this Agreement, including but not limited to original receipts for ten (10) years following the year in which the Project is completed and allow BirdLife and/or the Funder access to those records in accordance with the terms of any applicable Funder Requirements or, in the absence of such terms, on reasonable notice and at reasonable times, for audit purposes;
- 3.2.12 obtain BirdLife's prior written consent to all promotional activity or publicity relating to the Project and act at all times in accordance with BirdLife's reasonable instructions and BirdLife Requirements relating to such activity or publicity;

- 3.2.13 take out and maintain during the term of this Agreement appropriate insurance cover in respect of its activities under this Agreement and, on request, provide BirdLife with evidence that such insurance cover is in place; and
- 3.2.14 be responsible for the health and safety of its employees and others engaged on the Project, comply with all applicable rules and regulations concerning health and safety and have in place sufficient policies and procedures to protect such persons from injury, harm and sickness; and
- 3.2.15 comply with all Applicable Legislation in the performance of this Agreement.

4 Withholding, Reduction and Repayment of the Grant

- 4.1 Without prejudice to the provisions of clause 2, BirdLife may reduce, withhold or claim a repayment (in full or in part) of the Grant if:
 - 4.1.1 the Recipient fails to comply with the terms of this Agreement;
 - 4.1.2 the Recipient fails to comply, or ceases to comply, with any stated eligibility criteria for the Grant;
 - 4.1.3 BirdLife and/or the Funder (if any) reasonably considers that the Recipient has not made satisfactory progress with the delivery of the Project;
 - 4.1.4 the Funder (if any) reduces the amount of funding available, withdraws funding or demands repayment of any part of the Grant;
 - 4.1.5 there has been any overpayment of the Grant; or
 - 4.1.6 there is any financial irregularity or fraud in the operation of the Project.
- 4.2 If BirdLife demands repayment of the Grant or any part of it, the Recipient shall make repayment within 30 days.

5 Variation

- 5.1 If the Recipient wishes to change the scope of the Project, it shall submit details of the requested change to BirdLife in writing and such change shall only be implemented if agreed in writing by both parties acting reasonably.

6 Intellectual Property Rights

- 6.1 Where any Intellectual Property Rights owned or licensed by BirdLife are required to be used in connection with the delivery of the Project, the Recipient acknowledges that it shall have no right to use the same except to the extent necessary for the delivery of the Project and subject to such consents and restrictions as may be specified by BirdLife.

- 6.2 The Recipient warrants that the delivery of the Project and BirdLife's use of the Project Materials (as defined below) does not and will not infringe any third party's Intellectual Property Rights.
- 6.3 The Recipient hereby grants to BirdLife an irrevocable, royalty-free, non-exclusive, worldwide right and licence (including the right to sub-licence) to use, copy, publish, distribute, modify, adapt and create derivatives of any information, data, reports, documents, or other materials obtained, created or developed in the course of the Project ("Project Materials") for non-commercial purposes without limitation, including to publicise and report on the activities of BirdLife in connection with the award of the Grant and the delivery of the Project. This licence shall survive termination of this Agreement, however arising.

7 Liability and Indemnity

- 7.1 Nothing in this Agreement shall exclude or restrict the liability of either party to the other for death or personal injury resulting from negligence or for fraudulent misrepresentation or in any other circumstances where liability may not be limited under any applicable law.
- 7.2 Subject to clause 7.1, BirdLife's total liability to the Recipient in respect of all other losses arising under or in connection with this Agreement, whether in contract, tort, breach of statutory duty, or otherwise, shall not exceed the amount of the Grant.
- 7.3 Provided that BirdLife has paid the Grant to the Recipient in accordance with this Agreement, the Recipient shall be responsible for all claims, costs, expenses, losses and liabilities howsoever arising in connection with the Project and the receipt and use of the Grant and the Recipient shall indemnify and hold Birdlife harmless from and against all such claims, costs, expenses, losses and liabilities.
- 7.4 The provisions of this clause 7 shall survive termination of this Agreement, however arising.

8 Data protection

- 8.1 The Recipient shall process personal data in accordance with all applicable Data Protection Law.
- 8.2 If BirdLife shares personal data with the Recipient or the Recipient otherwise processes personal data on behalf of BirdLife, the Recipient shall enter into either a data sharing agreement (where the Recipient is a data controller) or a data processing agreement (where the Recipient is acting as BirdLife's data processor) with BirdLife to cover such sharing or processing. Where the Recipient is acting as BirdLife's data processor, then without prejudice to the terms of such data processing agreement, the Recipient shall:

- 8.2.1 only process as much personal data as is necessary in order for it to fulfil its obligations under this Agreement and at all times in accordance with the instructions of BirdLife and BirdLife Requirements as applicable.
- 8.2.2 take all appropriate measures to ensure the security of such personal data and any processing thereof, including technical measures (such as password protection and firewalls) and by ensuring that any person processing such data receives sufficient training with regards to data protection and is subject to a duty of confidence in respect of such personal data;
- 8.2.3 not share, sell or disclose such personal data to any third party;
- 8.2.4 upon termination of this Agreement, return all information (including personal data) that has been supplied by BirdLife; and
- 8.2.5 assist BirdLife in the event that the data subject makes a request in relation to his or her data protection rights and/or in the event of a data breach or suspected breach, including by:
 - (a) complying with any request of BirdLife to delete, update or correct such personal data; and
 - (b) notifying BirdLife immediately upon becoming aware of a breach or suspected breach of data privacy in respect of such personal data.

9 Anti-Corruption and Money Laundering

- 9.1 The Recipient undertakes to comply with all Applicable Legislation (including the Bribery Act 2010 and the Proceeds of Crime Act 2002) and any of BirdLife Requirements concerning or relating to anti-bribery and anti-money laundering. The Recipient warrants that it has in place policies and procedures to avoid the risk of bribery, fraud and money laundering within its organisation and in connection with its dealings with other parties.
- 9.2 Without prejudice to the generality of clause 9.1, the Recipient shall not:
 - 9.2.1 offer, give or agree to give to any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do anything in relation this Agreement; and
 - 9.2.2 deal, or facilitate dealings with any proceeds of crime or otherwise become involved in money laundering

10. Anti-Facilitation of Tax Evasion

- 10.1 The Recipient shall maintain procedures and policies to prevent the facilitation of tax evasion and will comply with all Applicable Legislation (including the Criminal Finances Act 2017) relating to tax evasion.

10.2 Without prejudice to the generality of clause 10.1, the Recipient shall not engage in any activity, practice or conduct which would constitute a UK, domestic or foreign tax evasion offence.

11. Safeguarding

11.1 The Recipient recognises that everyone has the right to protection from harm, abuse, harassment and exploitation and warrants that it will take all reasonable measures to safeguard and protect from harm, abuse, exploitation and harassment any of its employees, agents and contractors who are involved in the performance of this Agreement.

11.2 Without prejudice to the generality of clause 11.1, the Recipient shall ensure that:

11.2.1 all persons involved in the performance of this Agreement achieve the minimum working age; and

11.2.2 slavery and human trafficking is not taking place in any part of the Recipient's business in relation to this Agreement.

12 Termination

12.1 Without prejudice to any other rights or remedies which BirdLife may have, BirdLife may terminate this Agreement without liability to the Recipient immediately on giving notice to the Recipient if:

12.1.1 the Recipient uses the Grant or any part of it other than for the Project; or

12.1.2 the Funder Agreement is terminated for any reason.

12.2 BirdLife may give notice in writing to the Recipient terminating this Agreement with immediate effect if:

12.2.1 the Recipient commits any material breach of any of the terms of this Agreement and that breach (if capable of remedy) is not remedied within 30 days of notice being given requiring it to be remedied (and where such breach is not capable of remedy, the terminating party shall be entitled to terminate the Agreement with immediate effect); or

12.2.2 the Recipient becomes (or in BirdLife's reasonable opinion is at serious risk of becoming) insolvent or unable to pay its debts as they fall due.

12.3 Either party may terminate this Agreement with immediate effect upon notice in writing to the other party in the event of a Force Majeure Event as set out in clause 21.1 where the terminating party:

12.3.1 reasonably believes that continuation of the Project is rendered impossible by reason of the Force Majeure event;

- 12.3.2 upon consultation with the other party, reasonably determines that the Force Majeure Event will result in such extensive delay that it is not in the best interests of that party to continue with or allow the Project to continue; or
 - 12.3.3 reasonably determines that the Project should not continue as a result of a risk assessment undertaken in respect of the Force Majeure Event.
- 12.4 Termination of this Agreement, however it arises, shall not affect or prejudice the accrued rights of the parties as at termination or the continuation of any provision expressly stated to survive, or implicitly surviving, termination.

13 Assignment

- 13.1 Subject to clause 13.2, this Agreement is personal to the parties and no party shall, without the prior written consent of the other party (such consent not to be unreasonably conditioned, withheld or delayed), assign, transfer, sub-contract, mortgage, charge or deal in any other manner with this Agreement or any of its rights and obligations under or arising out of this Agreement (or any document referred to in it), or purport to do any of the same.
- 13.2 If Attachment 1 expressly provides for the sub-contracting of any Project obligations by the Recipient or where consent to sub-contracting is given under clause 13.1, the Recipient may sub-contract such obligations in accordance with the terms of this Agreement, provided however that the Recipient shall remain fully responsible and liable in respect of any obligations sub-contracted and shall ensure that its contractors comply with any applicable BirdLife Requirements, Funder Requirements and the terms of this Agreement, including the provisions on confidentiality, data protection and intellectual property. In respect of any Intellectual Property Rights in Project Materials that may be owned by a contractor, the Recipient shall procure an assignment of such rights to the Recipient.
- 13.3 Each party that has rights under this Agreement is acting on its own behalf and not for the benefit of another person.

14 Waiver

- 14.1 A waiver of any right under this Agreement is only effective if it is in writing and it applies only to the party to whom the waiver is addressed and the circumstances for which it is given.

15 Entire agreement

- 15.1 This Agreement and any documents referred to in it constitute the entire agreement and understanding between the parties with respect to the subject matter of this Agreement to the exclusion of any other terms that the Recipient may seek to impose

or incorporate, or which are implied by trade, custom, practice or course of dealing. This Agreement supersedes, cancel and replace all prior agreements, licences, negotiations and discussions between the parties relating to it. Each party confirms and acknowledges that it has not been induced to enter into this Agreement by, and shall have no remedy in respect of, any statement, representation, warranty or undertaking (whether negligently or innocently made) not expressly incorporated into it. However, nothing in this Agreement purports to exclude liability for any fraudulent statement or act.

- 15.2 In the event that the terms of the attachments of this Agreement conflict or are found inconsistent with the main body of this Agreement, the terms of the main body of this Agreement shall prevail, provided that, if the terms of the Funder Requirements conflict or are found inconsistent with the main body of this Agreement, the terms of the Funder Requirements shall prevail.

16 Variation

- 16.1 No variation of this Agreement shall be valid unless it is in writing and signed by or on behalf of each of the parties.

17 Severance

- 17.1 If any provision of this Agreement (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of the Agreement, and the validity and enforceability of the other provisions of the Agreement shall not be affected.

18 Counterparts

- 18.1 This Agreement may be executed in counterparts, each of which when executed shall constitute a duplicate original, but all counterparts shall together constitute one agreement.

19 Third party rights

- 19.1 This Agreement does not and is not intended to confer any contractual benefit on any person pursuant to the terms of the Contracts (Rights of Third Parties) Act 1999.

20 No partnership or agency

- 20.1 Nothing in this Agreement is intended to, or shall operate to, create a partnership between the parties, or to authorise either party to act as agent for the other, and neither party shall have authority to act in the name or on behalf of or otherwise to bind

the other in any way (including the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power) and neither party shall incur any expenditure in the name of or for the account of the other.

21 Force Majeure

- 21.1 Subject to clauses 21.2 and 21.3, neither party shall be in breach of this Agreement if it is prevented from or delayed in carrying on its business by acts, events, omissions or accidents beyond its reasonable control (a “**Force Majeure Event**”) including (insofar as beyond such control but without prejudice to the generality of the foregoing expression) strikes, lock-outs or other industrial disputes, failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, volcanic ash, earthquake, explosion, terrorist act, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood or storm.
- 21.2 A party that is subject to a Force Majeure Event shall not be in breach of this Agreement provided that:
- 21.2.1 it promptly notifies the other party in writing of the nature and extent of the Force Majeure Event causing its failure or delay in performance;
 - 21.2.2 it could not have avoided the effect of the Force Majeure Event by taking precautions which, having regard to all the matters known to it before the Force Majeure Event, it ought reasonably to have taken, but did not; and
 - 21.2.3 it has used all reasonable endeavours to mitigate the effect of the Force Majeure Event, to carry out its obligations under this Agreement in any way that is reasonably practicable and to resume the performance of its obligations as soon as reasonably possible.
- 21.3 The parties agree that it is the responsibility of the party subject to the Force Majeure Event to monitor the situation and undertake appropriate risk assessments in order to determine whether it is able to perform or continue to perform its obligations under this Agreement.
- 21.4 Nothing in this clause 21 shall excuse a party for non-performance (or other breach) of this Agreement if such non-performance (or other breach) results from the acts or omissions of any of that party’s consultants and/or sub-contractors (except where such acts or omissions are caused by any of the circumstances specifically listed in clause 21.1).

22 Notice

- 22.1 Notice given under this Agreement shall be in writing, sent for the attention of the Contact in accordance with the details identified on the front page of this Agreement (or such other contact details as the relevant party may notify to the other party) and shall be delivered:

- 22.1.1 personally, in which case the notice will be deemed to have been received at the time of delivery;
 - 22.1.2 by pre-paid, first-class post if the notice is being sent to an address within the country of posting, in which case the notice will be deemed to have been received at 09:00 in the country of receipt on the second (2nd) normal working day in the country specified in the recipient's address for notices after the date of posting; or
 - 22.1.3 by international standard post if being sent to an address outside the country of posting, in which case the notice will be deemed to have been received at 09:00 in the country of receipt on the seventh (7th) normal working day in the country specified in the recipient's address for notices after the date of posting.
- 22.2 To prove service of notice, it is sufficient to prove that the envelope containing the notice was properly addressed and posted or handed to the courier.

23 Governing Law and Dispute Resolution Procedure

- 23.1 This Agreement and any dispute or claim (including any non-contractual dispute or claim) arising out of or in connection with it or its subject matter, shall be governed by, and construed in accordance with, the laws of England and Wales.
- 23.2 Subject to the remainder of this clause 23, the parties irrevocably agree that the courts of England and Wales shall have non-exclusive jurisdiction to settle any dispute or claim (including any non-contractual dispute or claim) that arises out of or in connection with this Agreement or its subject matter.
- 23.3 In the event that any claim or dispute arises out of or in connection with this Agreement, the parties shall, following service of written notice by one party on the other, attempt to resolve amicably by way of good faith negotiations and discussions any such dispute or claim as soon as reasonably practicable (and in any event within 14 calendar days after such notice or by such later date as the parties may otherwise agree in writing). If the parties are unable to resolve the dispute or claim in accordance with this clause 23.3, either party may commence proceedings in accordance with clause 23.2.
- 23.4 Nothing in this clause 23 shall prevent either party from applying at any time to the court for injunctive relief on the grounds of infringement, or threatened infringement, of the other party's obligations of confidentiality contained in this Agreement or infringement, or threatened infringement, of Intellectual Property Rights.

Attachment 1

Project Proposal (including Project Budget)

Project Summary

Name of Project and brief description	Mainstreaming Migratory Soaring Birds Conservation Considerations in the Agriculture Sector in Sudan
Project Number (if any)	none
Countries/territories in which Project activities will take place	Sudan

Full Project Details

Vehicle project or process title: Please note this is the external project or process that the MSB project will seek to use to mainstream soaring bird conservation measures	Mainstreaming of MSB into existing policy of agrochemical use in Sudan
Sector:	Agricultural Sector
Total external vehicle project Budget \$	190420
Total BirdLife partner budget requested from MSB II to support mainstreaming activities in \$:	91620
Country:	Sudan
Start date and end date of vehicle:	September 2019 to December 2022
Lead government agency (if applicable)	Plant Protection Directorate (PDD)
Other government agencies involved (if applicable)	Agricultural Departments at Algazeera, Algardarif, Kassala, South Kordofan, the Nile, Khartoum, South Darfur, Blue Nile and White Nile states will be involved in the awareness process.
Donor-funded project involved (if applicable)	Not applicable
Private sector company involvement (if applicable)	DAL Company was involved to some extent in MSB I and is expected to continue in MSB II. Efforts will be made to involve companies of foreign investors.

Basic components of the vehicle project

1. Does the vehicle project or process (here after called the 'vehicle project') represent a threat and/or a conservation opportunity for MSB's in its geographic region (country/area of project implementation)? Please provide a description of the project and detailed information on the threats or opportunities.

Overall description of the vehicle project

Sudan government owns irrigated agricultural schemes that occupy 4.2 million fedans¹ of which 1.68 – 2 million fedans are cultivated annually, depending on the market demand, cost of cultivation and other considerations. These are:

Rainfed, semi-irrigated farming: These schemes cover about 5.88 million fedans in high rainfall areas ranging 400-800 mm in the central clay plains of Gadarif (13) and Sinnar (14), Blue Nile (5) and Southern Kordofan (Nuba mountains, 8) (see location of states in the map). Land preparation, seeding and most threshing on these farms are mechanized, whereas weeding, harvesting and some threshing are done by seasonal labor. This system produces sorghum, sesame, sunflower and little of short staple cotton.

Irrigation farming: includes the public schemes of Gazeira (9) , Rahad and Suki in Sinnar State (14), New Halfa in Kassala State (4) and Kenana in White Nile state (10) as well as five sugar factories in Gazeira, Sinnar Kassala and the White Nile States. In addition, there are many private schemes irrigated directly from the Nile by pumps. These are found in the Northern (3), River Nile (11), Blue Nile (4), White Nile (10) and Khartoum (1) states (see attached map). The grown crops include cotton, ground nuts, wheat, sorghum, sugarcane, pulses, sunflower, fruits, vegetables and green fodder.

Agrochemicals affect MSB in two ways. First, based on the survey conducted by Sudanese Wildlife Society (SWS), MSB die due to direct spraying by agrochemicals. This argument was supported by 40% of the population covered by the questionnaire of which 80 % were farmers, in addition to laborer's and employees working in the agricultural schemes. On the other hand, 40 % of the population mentioned that MSB die directly by ingesting sprayed pests. There were numerous carcasses of storks, herons and other birds that were dead by ingesting sprayed agricultural pests in Gadarif (13) in rain-fed schemes as revealed by SWS survey conducted in 2014.

The intensive use of agrochemicals for crop production has other ramifications:

- a) There is a large-scale stockpile of expired agrochemicals that the government cannot get rid of,
- b) Local communities in sprayed areas do collect dead birds and rodents for consumption which poses a potential threat to their health
- c) Small-scale farmers excessively use chemicals available in the market (some may be expired) or smuggled to Sudan at certain periods of the year to attain maximum production in order to satisfy markets' shortages in some produce at that period. Birds ingesting dead insects due to this activity are likely to be killed

The PPD is the authority that governs agrochemical imports and use in Sudan i.e. approval of chemicals which is usually done by a panel of experts after subjecting them to intensive research and trial. PPD control pest at a national level but authorizes public agricultural corporations and private agricultural schemes to control pests within their domain. PPD intervene only when pests in corporations and private sector schemes pose a national threat to agriculture in Sudan

Compatibility of PPD laws as to the control and use of agrochemicals has not been checked, and the guidelines for agrochemical use are those of Birdlife guidelines approved in a workshop organized by SWS in Tranche 1. The existing policy of PPD is to control pests when they become abundant or when they breed at certain sites regardless of the impact the chemical spraying might have on biodiversity in general and MSB in particular. Specifically, no consideration is given to the time of spraying whether it coincides with time of MSB or not.

The vehicle is the mainstreaming of MSB into the existing policy of PPD in which considerations are given to the following:

- Time of spraying not to coincide with peak period of MSB,
- Clauses of PPD laws to be reviewed,
- Agrochemical guidelines approved in Tranche 1 be adopted,
- Small-scale farmers educated about the danger of excessively using the chemicals or expired chemicals, and
- Local communities educated about potential health hazards if they continue consuming sprayed, dead birds

Geographic region covered by project

The project will cover irrigated, rain-fed and small-scale horticultural holdings.

These will be:

1. Irrigated schemes in: Gazeira state, White Nile State, Northern State, Kassala State) and sub-irrigated schemes in Sinnar state
2. Rain-fed schemes in: Gadaref State, Blue Nile State and South Kordofan State,
3. Horticultural holdings: Khartoum State, Gazeira State and northern State

The horticultural holdings are mainly found in certain States such Khartoum, the Nile state and Gazeira State in central Sudan.

The Rain-fed Agricultural Schemes are found mainly in Gadaref State (eastern Sudan), Blue Nile State (south eastern Sudan) and South Kordofan state (South Sudan). There are also some schemes in South Darfur (Western Sudan).

Irrigated schemes are found in Gazirah State (Central Sudan). The White Nile State (central Sudan), Kassala State (eastern Sudan), The Nile State (northern Sudan) and to some extent Khartoum and the Northern States. Private sector schemes are mainly distributed in Khartoum and the Nile State (see attached map of Sudan).

Map of Sudan showing the location of 18 States. Names of states with agricultural schemes mentioned above are listed below:



(Source: https://en.wikipedia.org/wiki/States_of_Sudan)

Key :

1) Khartoum; 2) Northern; 3) Kassala; 4) Blue Nile; 5) South Dafur; 6) South Kordofan; 7) Al Jazirah/Gazeira; 8) White Nile; 9) River Nile; 10) Qadarif/Gadaref ; 11) Sinnar

Threats to MSBs from vehicle project	Opportunities for conservation of MSBs provided by vehicle project
1) Both targeted and non-targeted MSB species have died due to application of pesticides in government owned and private agriculture schemes in Sudan. PPD has an	1) Incorporation of MSB conservation considerations into the planning of agrichemical use and relevant laws and

<p>important role in regulating agrochemicals in Sudan.</p> <p>2) It seems control mechanisms deployed by PPD do not work to avert negative impacts of farm chemicals on birds.</p> <p>3) In planning of and operations of agricultural schemes, biodiversity, and MSB conservation, is not taken into consideration.</p>	<p>regulations¹ will help improve their conservation standing in the country</p> <p>2) By targeting PPD, we will be working to change the policy of one of the most influential governmental body in the agrochemical sector in Sudan, as it is in charge of regulating agrochemicals in Sudan.</p> <p>3) By changing the planning of PPD processes, it will be possible to safeguard MSBs and other birds against poisoning from farm chemicals at agricultural schemes. Applications of the appropriate time of spraying, and the use of less harmful chemicals across Sudan will potentially benefit MSB at a greater scale.</p>
<p>Review PPD legislation about protection of MSBs</p>	<p>Plant Protection legislations is to be reviewed to make it more effective in MSBs protection. This can be done through advocacy in order to include clauses that enhance safety of MSBs.</p>
<p>Small-scale farmers overdose agrochemicals at certain season to obtain optimum produce to cover the shortage of produce at a low production season; this increases risks to birds (and humans)</p>	<p>Farmers training schemes on proper chemical handling will be developed in collaboration with PPD. Awareness on the importance of MSBs will be enhanced provisionally in eight states where intensive agrochemicals are used.</p> <p>Ministry of health officials will be incorporated in such schemes to educate the public on dangers of consuming poisoned pests.</p>
<p>Stockpiles of expired agrochemicals exist in the MSB important regions also risking safety of people in Sudan</p>	<p>Some of the stockpiles are found in close proximity to sources of water and sometimes in vicinity of cultivated areas. Awareness campaigns can be carried out to avoid the negative lasting effects on humans and biodiversity. It is worth mentioning that some of the dumping sites are near the riverine ecosystem, particularly in Gazeira where a</p>

¹ Incorporation of MSB conservations considerations within laws & agricultural plans is an important aspect of the MSB project. Part of the project activity will be searching for opportunities at national/sub-national level and agricultural schemes level to include MSB conservation considerations in laws/plans/regulations review and development processes.

	giant irrigation scheme is found. A formula with PPD is to be reached to avoid more dumping of agrochemicals.
DAL Company, Amtar and Erragihi are examples of giant and private agricultural schemes. There are complains that birds do considerable damage to wheat at the flowering stages and so they asked that birds be considered pests and be controlled accordingly	Private companies complain that cranes in their journey back to the breeding season remain for a considerable time in their schemes and damage wheat when it is at the flowering stage. They asked that PPD control the cranes by using Agrochemicals. As PPD and SWS are aware of the situation from the joint survey they had done, alternative means will be sought such as using traditional means like scarecrows.

2. What are the objectives and activities of the vehicle project?

Objectives of the vehicle project	Activities of the vehicle project
<p>1. Reduce cases of lethal and sub-lethal effects of MSBs from:</p> <p>a) Direct application of chemicals and</p> <p>b) ingestion of poisoned food material</p>	<ol style="list-style-type: none"> 1) Assess PPD operational procedures to determine their adequacy in providing safeguards to MSBs and provide recommendations on aspects where they may require strengthening 2) Conduct joint surveys with PPD officials in priority agricultural schemes to establish MSBs at high risk of being affected by farm chemicals 3) Strengthen the operational procedures of PPD to incorporate MSB considerations e.g. to include conducting spray missions that do not to coincide with the peak migratory periods for MSBs 4) Conduct farm- or supplier level survey of chemicals commonly applied in the farms to determine those that are potentially highly toxic to birds 5) Provide support to PPD to take appropriate measures on regulating chemicals. <i>Note: Survey of chemicals authorized for use in Sudan was done during MSB I.</i> 6) Develop and publicize pest control measures that do not pose high risks to MSBs and as per Agricultural Guidelines developed by MSB project targeting: government and private agricultural schemes

	<p>7) Develop and apply a tailor-made module</p> <ol style="list-style-type: none"> a. for farmer education programmes on handling of farm chemicals (to avoid overdosing) and dangers of consuming poisoned birds and insect pests (e.g. locusts), and; b. another to educate managers of giant agricultural schemes about the importance of mainstreaming MSB into the agricultural scheme's operations <p>8) Profile/document both government and privately run (including those run by foreign investments) large farms for targeted mainstreaming</p> <p>9) In collaboration with the Bulgarian Society for the Protection of Birds, assess impact of veterinary drugs on Egyptian vulture and other vultures. Budget is approximately \$ 2,600.</p>
2: MSBs considerations are mainstreamed in new and revised policies and laws	<p>Promote inclusion of clauses in laws, regulations and policies that govern PPD to provide services that offer best opportunities in biodiversity protection including MSBs.</p> <p>Legislation review processes offering opportunities for MSB mainstreaming will be engaged.</p>
3. MSB agriculture guidelines developed during MSB I are widely publicized	<ol style="list-style-type: none"> 1) Translate and customize MSB agriculture guidelines to the national situation (the guidelines were approved in MSB I for Sudan through a national workshop) 2) Print and distribute copies targeting relevant States and private companies.

3. What are the mainstreaming activities that you will carry out to address the threats and/or opportunities represented by the vehicle project? Please provide details on the activities that will be carried out and what results you expect to achieve from these activities.

Mainstreaming activities	Results that are expected to be achieved
1. Strengthening PPD guideline on use of agrochemical applications and disposal	Mortality rate of untargeted MSBs considerably reduced by following/using procedures that are more sensitive to MSBs conservation considerations.

2. Large scale awareness of farmers using tailor-made farmer education schemes in public and private sectors about appropriate pesticide use	Risks of poisoning of MSBs reduced; it is hoped that farmers will become supportive of MSBs conservation efforts
3. MSB agriculture guidelines developed and distributed through PPD operations and communication channels	Agricultural authorities and the private sector improve farming practices at their farms using the MSB guidelines.
4. Input to relevant agricultural plans (national, state or scheme level) during development and reviews processes to include aspects that enhance MSBs conservation	Enhanced plans that considers conservation of MSBs
5. Input to relevant regulation, law and policy and reviews processes to include clauses that protect MSBs from farm chemicals	Enhanced legislation that supports protection of MSBs Public and private agricultural schemes will be expected to comply with the reviewed laws to enhance the conservation of MSBs
6. Encourage PPD to address expired stockpile of agrochemicals	Poisoning risks of MSBs reduced.

4. In addition to the direct results of the mainstreaming activities, are there further benefits that can be expected in terms of influencing or establishing wider sector planning or policies that will be relevant to MSB conservation?

Additional expected benefits to MSB (e.g. wider sector-level planning or policies)
<ol style="list-style-type: none"> 1. Most of the farmers will understand the importance of MSBs as biological control for the agricultural pests and will potentially help in conserving them. 2. Use of highly toxic chemicals to birds in Sudan will likely be curtailed 3. Strengthening of relevant pieces of legislation will likely be beneficial in the whole of Sudan

5. Can the implementation of this project leads to a new or revised national policy in the targeted sector? Please explain.

A technical committee can be assigned to review laws, regulations and policies of the Plant Protection Directorate. Accordingly, relevant legislation could be subjected to a review to include MSB expert view/input to make it responsive to MSB conservation considerations.

6. Please list names of IBA areas where the project vehicle is suggested will positively impact MSBs.

- Wadi Halfa,

- Mukawwar island and Dunganab Bay,
- Khor Arba'at,
- Suakin archipelago,
- Gezira, and
- Dinder

7. What is the new area of land that will be managed according to flyway sensitive practices along the flyway as a result of the implementation of this vehicle?

Irrigated areas in Gezira and Halfa (2 million Feddan) and rain-fed areas in Gadarif, Blue Nile (5 million Feddans (2,1 million hectares): 1 feddan is equal to 0.42 hectare of land).

8. What contribution will the mainstreaming activities make to achieving outcome 1 of the MBS project, and its indicators (See Project Results Framework)

Level of indicator	MSB project Objective/ Outcome	Relevant Indicators that actions in Sudan will contribute to:
MSB Project Objective	Project Objective: Conservation management objectives and actions for MSBs are mainstreamed effectively into the hunting, energy, agriculture, waste management and tourism sectors along the Rift Valley/Red Sea flyway, making this a safer route for soaring birds	i) Number of new and revised country sector policies (hunting, energy, agriculture, waste management and tourism) incorporating MSB issues i) submitted as recommendation to and ii) approved by national governments, in the 7 GEF project countries <ul style="list-style-type: none"> - We aim to support review of the operational procedures of PPD so that they are sensitive to MSBs conservation considerations - The project will also take advantage of national, sub-national or scheme level processes to amend relevant legislation to incorporate MSBs conservation considerations
		ii) Number of new private sector projects and schemes incorporating MSB concerns in each target sector <ul style="list-style-type: none"> - we aim to collaborate with at least 1 new and 1 existing agricultural projects e.g. DAL, Erragihi, Amtar schemes to incorporate MSB concerns
		iii) Land managed for hunting, energy, agriculture and waste management under 'flyway sensitive' practices at selected sites along flyway <ul style="list-style-type: none"> - The area managed will equivalent to the size of schemes managed by the companies
MSB Project Outcome	Outcome 1: Raised awareness of the flyway and altered social and cultural behaviors among target groups that threaten MSBs in the key sectors, decision-makers and the general public	iv) Number of articles or other substantive media releases highlighting MSBs and flyway importance, per country each year by the end of the project <ul style="list-style-type: none"> - At least 6 articles developed - We will publish and share widely education and awareness material (1 brochure, 1 poster, 1 factsheets, 1 booklets) about birds and agriculture - We aim to publicize our work and the importance of MSBs nationally in both

		<p>print and electronic media (e.g. through Sudan Wildlife Journal/newsletter) and by refurbishing SWS Website which will also use to channel out MSB project information</p> <ul style="list-style-type: none"> - Awareness through at least 2 meetings will be created within the farmers associations and the management/owners of the agricultural schemes (items to be covered will include pesticide use, timing of application, adherence of recommended doses and stopping the consumption of sprayed pests or birds) - We will involve PPD in marking 2 global environmental events {(e.g. World Migratory Bird Day (WMBD) celebrations)}
	<p>Component/ Outcome 2: Content, tools and capacity developed and delivered to mainstream MSBs/Flyway concept into sector processes, practices and programmes.</p>	<p>v) Capacity of other key national stakeholders in government and private sector to mainstream MSB/flyway issues increased, as indicated by an adapted new scorecard built on the UNDP-GEF capacity development scorecard</p> <ul style="list-style-type: none"> a. By engaging PPD in enhancing their operations plus making agricultural schemes management (at least 1 government & at least 1 private) more sensitive to MSBs, their capacity in this aspect will be increased
		<p>vi) Number of joint national project partner-government and project partner-private sector partnerships established in key sectors during project period to achieve mainstreaming of MSB concerns</p> <ul style="list-style-type: none"> a. Target 1: SWS-PPD partnership b. Target 2: SWS-government agricultural scheme c. Target 3: SWS- private agricultural scheme
		<p>vii) Number of agriculture development plans (government) incorporating MSB conservation considerations</p>

		a. We will input to at least 1 relevant agricultural plans (national, state, private or scheme level) during development and reviews processes to include aspects that enhance MSBs conservation
		viii) Number of agricultural projects (private) incorporating MSB conservation considerations a. We will target, at least 1 privately operated project for MSB mainstreaming

9. What contribution will the mainstreaming activities make to achieving outcome 2 & other outcomes and indicators of the MBS project (See Project Results Framework)

Contribution to achieving outcome 2 indicators See the table above

10. What are the co-funding opportunities that this vehicle provides? (Yearly co-funding amounts).

Approximately \$19,760

11. Does the vehicle project provide possibility for cooperating with other NGOs in the country (please name them with their details) and explain their potential role in the project?

“Bird Watchers” is an NGO willing to cooperate with Sudanese Wildlife Society. They will participate in public awareness/education and field survey missions.

12. Does the vehicle project provide possibility for cooperating with other private sector companies in the country (please name them with their details) and explain potential role in the project.

DAL Agricultural Co. cooperated with the SWS in MSB I attended workshops to popularize Agricultural Guidelines. The company embraced the principles of the guidelines. The company will be requested to support efforts of encouraging other companies to embrace the mainstreaming principles.

Other targeted companies are Errashidi of Saudi Arabia and Amtar of Emirates. Preliminary contacts were made with these companies, but they were not responsive at the first phase of the project. Efforts will directed towards mainstreaming of MSB into these schemes, especially Amtar from which we received complains about the Common crane that make considerable damage to wheat at the flowering stage when the birds are en route to their breeding grounds.

Vehicle project cooperation agreement

13. There should be a written agreement between your NGO and the vehicle project. When do you expect to have this agreement signed to share a copy with RFF?

As soon as negotiations are finalized, probably in May 2019.

Tips for Project Cooperation Agreements Please ensure that the written agreement provide the following details:

- Overall objectives of the collaboration
- Details of the mainstreaming activities and budget to be provided by the MSB project
- Activities to be implemented by the vehicle project or process into which the activities of the MSB project will be mainstreamed
- Information on the co-financing for the MSB project
- Arrangements for agreeing annual activities and reviewing progress

Vehicle monitoring and evaluation

In principle, Project Results Framework will be used as a main monitoring tool for project delivery. BirdLife partners will be asked to contribute to this process on annual basis as part of the Project Implementation Report.

At another level, partners will be asked to participate in completing the GEF Biodiversity Tracking Tool. This will take place twice during MSB II.

Once agreed, the contract will also include regular progress & financial reporting timings. These should not exceed twice a year.

Other Vehicle aspects

Partners are strongly encouraged to use MSB best practice/guidance in the relevant sector. All project guidance can be found on project website: <http://migratorysoaringbirds.undp.birdlife.org/> please indicate your proposal is using this guidance

Partners are asked to develop & implement sector communication strategy to effectively engage with the sector stakeholders/audience. Please indicate if you are already implementing such a strategy (some developed in MSB I) or will develop & implement one in MSB II.

SWS is planning to develop a new communication strategy with a technical support from Birdlife International

Partners will continue to cooperate with BirdLife – PCCD to upgrade & score their internal organizational & mainstreaming skills just like in MSB I. Moreover and new in MSB II as per Projects Results Framework, partners will be asked to ensure that their national vehicle partners will also engage in a capacity scorecard rating process. These actions will be coordinated separately by PCCD.

Sudanese Wildlife Society – SWS

Migratory Soaring Birds (MSB) Tranche II Project – Agriculture Sector

Workplan for the Period 1 October 2019 to November 2022

Activity level	Activities	2019			2020				2021				2022				
		Oct	Nov	Dec	Jan-March	April-June	July-Sept	Oct-Dec	Jan-March	April-June	July-Sept	Oct-Dec	Jan-March	April-June	July-Sept	Oct-Dec	
Preparatory	Preliminaries																Notes/means of verification
i.	Sign project contract with BirdLife international																
ii.	Identify and recruit project manager	x															
iii.	Conduct preliminary meetings with PDD to agree on workplan and approach to activities and expected deliverables	x															
iv.	Organize stakeholders project inception workshop/meeting		x														
Tools and technical capacity	Main mainstreaming activities																
1.	Assess PPD operational procedures to determine their adequacy in providing safeguards to MSBs and provide recommendations on aspects where they may require strengthening			x	x												Independent assessment report done by expert panel & endorsed by PDD
2.	Conduct joint surveys with PPD officials in priority agricultural schemes to establish MSBs at high risk of being affected by farm chemicals				x	x											A joint report with PDD

3.	Strengthen the operational procedures of PPD to incorporate MSB considerations (e.g. to include conducting spray missions that do not coincide with the peak migratory periods for MSBs)						x	x										Revised PDD procedures incorporating MSB considerations
4.	Conduct farm- or supplier level survey of chemicals commonly applied in the farms to determine those that are potentially highly toxic to birds						x											Expert report on findings
5.	Provide support to PPD to take appropriate measures on regulating chemicals. <i>Note: Survey of chemicals authorized for use in Sudan was done during MSB I.</i>						x	x										Draft proposal containing list of chemicals requiring strict regulation or removal from supply chain
6.	Develop and publicize pest control measures that do not pose high risks to MSBs and as per Agricultural Guidelines developed by MSB project targeting: government and private agricultural schemes						x	x	x									Materials developed based on MSB agriculture guidelines and distributed to stakeholders
7.	Develop and apply a tailor-made module a) for farmer education programmes on handling of farm chemicals (to avoid overdosing) and dangers of consuming poisoned birds and insect pests (e.g. locusts), and another; b) to educate managers of giant agricultural schemes about the importance of mainstreaming MSB into the agricultural schemes operations							x	x	x	x							A module developed tested and applied for application through farmer group meetings and workshops for managers
8.	Profile/document both government and privately run				x	x												A report on the status of

	(including those run by foreign investments) large farms for targeted mainstreaming																large farms identifying to identify opportunities for mainstreaming
9.	In collaboration with the Bulgarian Society for the Protection of Birds, assess impact of veterinary drugs on Egyptian vulture and other vultures. Budget is approximately \$ 2,600.								x	x	x						Assessment report developed
10.	Translate and customize MSB agriculture guidelines to the national situation (the guidelines were approved in MSB I for Sudan through a national workshop)							x	x								Arabic version of the guidelines produced
11.	Print and distribute copies targeting relevant States and private companies.								x	x							Copies reach targeted farms
Policy and advocacy																	
12.	Promote inclusion of clauses in laws, regulations and policies that govern PPD to provide services that offer best opportunities in biodiversity protection including MSBs.							x	x	x							A report from technical committee assigned to review laws, regulations and policies of the Plant Protection Directorate
13.	Input to relevant agricultural plans (national, state, private or scheme level) during development and reviews processes to include aspects that enhance MSBs conservation			x	x	x	x	x	x	x	x	x	x	x			Recommendations shared with relevant processes and followed for implementation

14.	Engage in legislation review process offering opportunities for mainstreaming of MSB			x	x	x	x	x	x	x	x	x	x	x	x	SWS contributes to legislation review as appropriate
Communication, education and awareness creation																
15.	Conduct World Migratory Bird Day (WMBD) celebrations near important MSBs sites in collaboration with PPD, The Wildlife Administration, Higher Council for Environment and Natural Resources (HCENR) and SETCO.					x			x				x			The key stakeholders are aware of the importance of MSBs in relation to the human development sectors such as agriculture
16.	Publish and share widely education and awareness material (e.g. brochure, posters, factsheets, booklets, etc.) about birds and agriculture							x				x				Targeted audiences within the agriculture and conservation sectors are aware about MSBs and their conservation problems and how they could be involved
17.	Develop SWS website and use it to channel out information about MSB project activities			x		x		x		x		x				The profile of SWS and that of MSB project increased
18.	Update and implement the SWS communication			x	x	x	x	x	x	x	x	x	x	x		Communication strategy developed

	strategy developed in MSB I																	d during MSB I updated and applied
19.	Write press release, articles, blogs, news, etc on issues related to agriculture sector versus flyway/MSBs			x		x		x		x		x		x		x		Press releases, articles, blogs, news, etc on issues related to agriculture sector and flyway/MSBs written and shared widely

Sudanese Wildlife Society – SWS

Migratory Soaring Birds (MSB) Tranche II Project – Agriculture Sector

Budget (USD) for the Period October 2019 to December 2022

Quantity	Item //Year	2019	2020	2021	2022	Notes	Totals
1	Project manager (Salary)	1200	3600	3600	3600	300 per month	
1	Local transport	300	1800	1800	1800	150 Estimation per month	
1	Office rent	600	2400	2400	2400	200 per month	
2	Laptops	2000	0	0	0	1000 per laptop	
3	GPS	900	0	0	0	300 per unit	
	Sub-total 1: Annual sub-totals	5000	7800	7800	7800		28400
Preparatory	Preliminaries						
i.	Sign project contract with BirdLife International	0	0	0	0		
ii.	Identify and recruit project manager	0	0	0	0		
iii.	Conduct preliminary meetings with PDD to agree on workplan and approach to activities and expected deliverables	50	0	0	0		
iv.	Organize stakeholders project inception workshop/meeting	150	0	0	0		
	Sub-total 2: Annual sub-totals	200	0	0	0		200
Tools and technical capacity	Main mainstreaming activities						
1.	Assess PPD operational procedures to determine their adequacy in providing safeguards to MSBs and provide recommendations on aspects where they may require strengthening	0	2600	0	0		
2.	Conduct joint surveys with PPD officials in priority agricultural schemes to establish MSBs at high risk of being affected by farm chemicals	0	4870	0	0		
3.	Strengthen the operational procedures of PPD to incorporate MSB considerations (e.g. to include conducting spray missions that do not coincide with the peak migratory periods for MSBs)	0	2000	2000	540		
4.	Conduct farm- or supplier level survey of chemicals commonly applied in the farms to determine those that are potentially highly toxic to birds	0	4443	0	0		
5.	Provide support to PPD to take appropriate measures on regulating chemicals. <i>Note: Survey of chemicals authorized for use in Sudan was done during MSB I.</i>	0	3000	2000	0		

6.	Develop and publicize pest control measures that do not pose high risks to MSBs and as per Agricultural Guidelines developed by MSB project targeting: government and private agricultural schemes	0	2500	2500	0		
7.	Develop and apply a tailor-made module	0	0	0	0		
	a) for farmer education programmes on handling of farm chemicals (to avoid overdosing) and dangers of consuming poisoned birds and insect pests (e.g. locusts), and another;	0	0	2500	0		
	b) to educate managers of giant agricultural schemes about the importance of mainstreaming MSB into the agricultural schemes operations	0	0	2500	0		
8.	Profile/document both government and privately run (including those run by foreign investments) large farms for targeted mainstreaming	0	2000	0	0		
9.	In collaboration with the Bulgarian Society for the Protection of Birds, assess impact of veterinary drugs on Egyptian vulture and other vultures. Budget is approximately \$ 2,600.	0	0	0	0		
10.	Translate and customize MSB agriculture guidelines to the national situation (the guidelines were approved in MSB I for Sudan through a national workshop)	0	0	7000	0		
11.	Print and distribute copies targeting relevant States and private companies.	0	0	1500	0		
	Sub-total 3: Annual subtotals		21413	20000	540		41953
	Policy and advocacy						
12.	Promote inclusion of clauses in laws, regulations and policies that govern PPD to provide services that offer best opportunities in biodiversity protection including MSBs.	0	0	1500	0		
13.	Input to relevant agricultural plans (national, state, private or scheme level) during development and reviews processes to include aspects that enhance MSBs conservation	100	200	200	150		
14.	Engage in legislation review process offering opportunities for mainstreaming of MSB	100	100	200	150		
	Sub-total 4: Annual subtotals	200	300	1900	300		2700
	Communication, education and awareness creation						

15.	Conduct World Migratory Bird Day (WMBD) celebrations near important MSBs sites in collaboration with, PPD, The Wildlife Administration, Higher Council for Environment and Natural Resources (HCENR) and SETCO.	0	1500	1500	1500		
16.	Publish and share widely education and awareness material (e.g. brochure, posters, factsheets, booklets, etc.) about birds and agriculture	0	70	2000	500		
17.	Develop SWS website and use it to channel out information about MSB project activities	1000	200	100	0		
18.	Update and implement the SWS communication strategy developed in MSB I	0	0	0	0		
19.	Write press release, articles, blogs, news, etc on issues related to agriculture sector versus flyway/MSBs	0	50	150	50		
	Sub-total 5: Annual subtotals	1000	1750	3750	2050		8550
	All Sub-totals	6400	31263	33450	10690		81803
12%	Administrative charge	768	3752	4014	1282.8		9816
	Grand Total (Administrative charge + Annual total (USD))	7168	35015	37464	11973		91620

Attachment 2

Payment Schedule

A. Where it is indicated in Section A that the BirdLife Standard Payment Schedule applies, subject to the provisions of clause 2:

- (i) the first 40% of the Grant shall be paid to the Recipient on signature of this Agreement by both parties;
- (ii) the second 40% of the Grant shall be paid to the Recipient following receipt and acceptance by BirdLife of the interim report in accordance with the Reporting Requirements; and
- (iii) the remaining 20% of the Grant shall be paid to the Recipient following completion of the Project and receipt and acceptance by BirdLife of the final report in accordance with the Reporting Requirements.

B. Where it is indicated in Section B that a custom payment schedule applies, subject to the provisions of clause 2:

The first payment is \$42,183 . It will be paid to the Recipient upon signature of this Agreement by both parties.

The second payment is \$37,464 . It will be paid within 1 month after approval of the second interim technical and financial report by BirdLife International

The third payment is \$8,381. It will be paid within 1 month after approval of the fourth interim technical and financial report by BirdLife International

The final payment is \$3,592. It will be paid within 1 month after approval of the final project technical and financial report by BirdLife International

All payments will be made to the Recipient following relevant receipt of funds by BirdLife International from UNDP/GEF.

Attachment 3

Reporting Requirements

Name of Report (e.g. 1st Interim report/Final report)	Due Date	Report requirements
1 st Interim Report	30 th June 2020	Technical and Financial
2 nd Interim Report	31 st December 2020	Technical and Financial
3 rd Interim Report	30 th June 2021	Technical and Financial
4 th Interim Report	31 st December 2021	Technical and Financial
5 th Interim Report	30 th June 2022	Technical and Financial
Final Report	30 th November 2022	Technical and Financial

Attachment 4

Funder Requirements

Details of Funder Agreement (unless confidential)

Start/End dates of Funder Agreement February, 13th 2018/February, 13th 2023

Funder Agreement reference number/project reference number

The following Funder Requirements apply to the Recipient and the Recipient hereby agrees to be bound by the same.

24 Recipient commitments towards the Migratory Soaring Birds project for its entire duration (2018-2022) & possible extensions (additional to Section A):

- 24.1 Apart from the reporting stated in the “Reporting Requirement” section in page 2, the Recipient is asked to timely contribute as requested by BirdLife International to the quarter progress and financial reports and the Migratory Soaring Bird Project Implementation Report (PIR): an annual report due in May-June each year.
- 24.2 The Recipient will support audits to the Migratory Soaring Birds Project. Apart from yearly audits, there are two main project audits. One is the Mid Tern Review – MTR in 2020 and the second is the Final Project Evaluation in 2022. The Recipient will respond to auditors’ requests providing all progress and financial details of this grant agreement.
- 24.3 The Recipient will provide BirdLife International at reporting times (including PIR, MTR and Final Evaluation) with the updated co-funding amounts with proof documentation to the Migratory Soaring Birds project.
- 24.4 The Recipient will support BirdLife International achieve the relevant indicators in the Migratory Soaring Birds Project Results Framework as amended in the Inception Workshop in January 2018.
- 24.5 The Recipient will advocate in the national level migratory soaring birds to mainstream their conservation into the national agenda through policy work. This includes cooperation with the government through Multilateral Environment Agreements (e.g. reporting to Convention of Biological Diversity CBD, Convention of Migratory Species CMS etc.)
- 24.6 The Recipient will cooperate with PCCD Department at BirdLife International to achieve Migratory Soaring Birds Capacity Triggers. A separate plan will be agreed upon between the Recipient and PCCD.

- 24.7 The Recipient will continue to populate the BirdLife Data Zone with recent bird data collected at the national level to support the accuracy of Migratory Soaring Birds Project Sensitivity Mapping Tool through providing new bird data.
- 24.8 The Recipient will fill its country's sections within the GEF Biodiversity Tracking Tool at the beginning, mid and at the end of the project.
- 24.9 The Recipient agrees to participate in regular meetings to track, review and evaluate progress organized by Birdlife International during the project implementation period.

