

Project ID: 2018/01/LAC/ARG

Country/Region: Argentina / Latin America and the Caribbean

Project Title: Capacity Building Programme for the implementation of the Minamata Convention

Duration: 24 months

Amount: USD 250,000

BP No: 1500004588

Budget line: SB-011033.03.01 / Cost centre 11283 / Fund 32MCP

**PROJECT COOPERATION AGREEMENT
BETWEEN
THE UNITED NATIONS ENVIRONMENT PROGRAMME (UNEP)
AND
NATIONAL INSTITUTE OF INDUSTRIAL TECHNOLOGY OF ARGENTINA**

THIS PROJECT COOPERATION AGREEMENT (PCA) and its annexes (this "Agreement") is made on

BETWEEN: United Nations Environment Programme (hereinafter referred to as "UNEP"), an international inter-governmental organization established by the General Assembly of the United Nations, represented by the Secretariat of the Minamata Convention and having its office at International Environment House 1, 11 - 13 Chemin des Anemones, Chatelaine 1219, Geneva, Switzerland.

AND: National Institute of Industrial Technology (INTI) of Argentina, a decentralized agency, represented by Mr. Javier Ignacio Ibañez, President, INTI, and having its office at Leandro N. Alem Avenue, 1067, 7th Floor, City of Buenos Aires, Argentina (hereinafter referred to as "the Partner"). The Institute has decided to execute the services under this agreement through the Basel Convention Regional Centre for South America in Argentina (CRBAS Argentina), which is hosted by INTI (hereinafter referred to as "the Implementation Agency").

GENERAL PRINCIPLES

A. UNEP has been entrusted by its donors with resources that can be allocated for programmes and projects, and is accountable to its donors and its governing bodies for the proper management of these funds. The Minamata Convention is a legally-binding agreement, which was adopted by a Conference of Plenipotentiaries in 2013 and entered into force in August 2017. The secretariat functions for the Convention are performed by UNEP, as stated in the Convention text. The Convention established the Specific International Programme (SIP) as one of the components of its financial mechanism. Voluntary Funds for the SIP are contributed to the Specific Trust Fund of the Convention, under which the Secretariat can make available such resources for cooperation in the form of projects. This agreement refers to the project "Capacity Building Programme for the implementation of the Minamata Convention", (hereinafter referred to as the "Project"), which is more fully described in the Project Document (Annex-A). The project will be implemented by the Implementation Agency as decided by the applicant of the above-mentioned project to the first round of applications to the Specific International Programme.

- B. The Implementation Agency is committed to the principles of protecting human health and the environment from anthropogenic emissions and releases of mercury and mercury compounds and has demonstrated its capacity needed for implementing the activities involved, in accordance with the UNEP requirements for such Project management;
- C. On the basis of their respective mandates, and a common aim in the protection of human health and the environment from anthropogenic emissions and releases of mercury and mercury compounds, UNEP and the Implementation Agency (hereinafter collectively referred to as "Parties") have developed the collaborative Project as per Annex A. General provisions on the rights and obligations of the Parties are provided under this Agreement;
- D. The Implementation Agency affirms that it is non profit-oriented and non-partisan and that it has the capacities to carry out the activities outlined in this Agreement and that the activities under this Agreement shall be carried out without discrimination of any nature;
- E. UNEP and the Implementation Agency have agreed to cooperate to implement the Project, in accordance with the Project Document which is attached to this Agreement (Annex-A) and any other document of relevance, attached to this Agreement as separate Annexes. The Parties will carry out their respective responsibilities in the spirit of partnership and in consultation with each other.

Clause I
Interpretation

1. For the purpose of interpretation of this Agreement, Annexes to this Agreement, including the attached Project Document (Annex-A) and UNEP Project Manual (as revised from time to time) shall be construed as an integral part of this Agreement.

Clause II
Objective and Scope

1. The Agreement sets forth the terms and conditions of the cooperation between the Parties for achieving the Project objectives, as set out in the Project Document (Annex A).
2. The Parties agree to cooperate with each other at all times and maintain close working relationships in order to achieve the objectives of the Project.

Clause III
Duration

1. The term of the Agreement shall commence on 1 August 2019 and expire on 31 July 2021 pursuant to the time frame or schedule as set out in the Project Document (Annex-A).
2. Should it become evident during the implementation of the Project that an extension beyond the agreed expiry date (as set out in paragraph 1 above) is required to achieve the objectives of the Project, the Parties shall consult with each other with a view to entering into an agreement on the need and duration of such extension. Upon reaching an agreement, the Parties shall immediately conclude an amendment to the Agreement to this effect, in accordance with Clause XVII, below.

Clause IV **Cooperation**

1. The Parties shall carry out their respective responsibilities in accordance with the provisions of the Agreement, and shall undertake the Project in accordance with UNEP policies and procedures as stipulated in the UNEP Project Manual, which forms an integral part of the present Agreement.
2. UNEP shall determine and communicate to the Implementation Agency the person (or unit) having the ultimate authority and responsibility for the Project implementation on its behalf. The Director of the Basel Regional Centre for Training and Technology Transfer for South America, under the National Institute of Industrial Technology of Argentina, will be the focal point person on behalf of the Implementation Agency.
3. The Parties shall keep each other informed of all activities pertaining to the Project and shall consult once every six months on issues that may have a bearing on the status of either Party in the country or that may affect the achievement of the objectives of the Project, with a view to reviewing the Implementation Plan and Budget of the Project accordingly.
4. The Parties shall cooperate with each other in obtaining any licenses and permits required by national laws, where appropriate and necessary for the achievement of the objectives of the Project. The Parties shall also cooperate in the preparation of any reports, statements or disclosures, which are required by national law.
5. The Implementation Agency shall only use the name and emblem of the United Nations or UNEP with prior written consent of UNEP.
6. UNEP will facilitate access to information, advisory services, technical and professional support available to UNEP and will assist the Implementation Agency to access the advisory services of other United Nations organizations, whenever necessary.
7. The Parties shall cooperate in any public relations or publicity exercises, when UNEP deems these appropriate or useful.

Clause V **Personnel**

1. The Implementation Agency shall be solely and completely responsible and accountable for all services performed by its personnel, agents, employees, or contractors (hereinafter referred to as "Personnel").
2. Personnel of the Implementation Agency, its contractors or anyone else working for the Implementation Agency in the execution of the Project or otherwise, are not employees of UNEP and are not covered by the privileges and immunities applying to UNEP and its staff pursuant to the Convention on the Privileges and Immunities of the United Nations. UNEP shall not accept any liability for claims arising out of the activities performed under the Agreement, or any claims for death, bodily injury, disability, damage to property or other hazards that may be suffered by the Implementation Agency's Personnel as a result of their work pertaining to the Project under this Agreement.
3. The Implementation Agency shall ensure that its personnel meet the highest standards

of qualification and technical and professional competence necessary for the achievement of the objectives and results of the Project, and that decisions on employment related to the Project shall be free of discrimination of any nature. The Implementation Agency shall ensure that all personnel are free from any conflicts of interest relative to the Project activities.

Clause VI
Terms and Obligations of the Implementation Agency

1. The Implementation Agency undertakes to be bound by the terms and obligations specified below, and shall accordingly ensure that the personnel performing project-related activities under the present Agreement comply with these obligations:

(a) The Implementation Agency shall not seek nor accept instructions regarding the activities under the present Agreement from any Government) or other authority external to UNEP;

(b) The Implementation Agency shall refrain from any conduct that would adversely reflect on the United Nations and shall not engage in any activity which is incompatible with the aims and objectives of the United Nations or the mandate of UNEP;

(c) Information that is considered confidential shall not be used without the authorization of UNEP. In any event, such information shall not be used for individual profit. The Implementation Agency's focal point for this Project may communicate with the media regarding the methods and scientific procedures used by the Implementation Agency; however, UNEP clearance is required for the use of the name UNEP in conjunction with Project activities in accordance with Clause IV (5), above. This obligation shall not lapse upon termination of the present Agreement unless otherwise agreed between the Parties.

Clause VII
Equipment and Supplies

1. Equipment, non-expendable materials, or other property furnished or financed by UNEP shall remain the property of UNEP and shall be returned to UNEP upon completion of the Project or upon termination of this Agreement, unless otherwise agreed upon between the Parties. During Project implementation and prior to its return to UNEP, the Implementation Agency shall be responsible for the proper custody, maintenance and care of all equipment. The Implementation Agency shall, for the protection of such equipment and materials during implementation of the Project, obtain appropriate insurance in such amounts as may be agreed upon between the Parties and incorporated in the Project Budget.

2. The Implementation Agency shall place on the supplies, equipment and other materials it furnishes or finances such markings as will be necessary to identify them as being provided by UNEP.

3. In cases of damage, theft or other losses of vehicles and other property made available to the Implementation Agency, the Implementation Agency shall provide UNEP with a comprehensive report, including police report, where appropriate, and any other evidence giving full details of the events leading to the loss of the property.

4. In its procedures for procurement of goods, services or other requirements with funds

made available by UNEP as provided for in the Project Document, the Implementation Agency shall ensure that, when placing orders or awarding contracts, it will safeguard the principles of highest quality, economy and efficiency, and that the placing of such orders will be based on an assessment of competitive quotations, bids, or proposals unless otherwise agreed to by UNEP.

5. The Implementation Agency shall maintain complete and accurate records of equipment, supplies and other property purchased with UNEP funds and shall take periodic physical inventories. The Implementation Agency shall provide UNEP annually with the inventory of such equipment, property and non-expendable materials and supplies, and at such time and in such form as UNEP may request.

Clause VIII
Intellectual Property Rights

1. Any publications prepared or produced pursuant to this Agreement will give appropriate credit to UNEP and shall include UNEP's logo in a manner as stipulated under Clause IV(5) above. UNEP and the Implementation Agency shall agree upon the question of copyrights and all other related rights in any material produced under the provisions of the Agreement.

2. For the purpose of this Agreement, Intellectual property would mean information, ideas, inventions, innovations, art work, data, designs, literary texts and any other matter or thing whatsoever as may be capable of legal protection or be subject to legal rights and shall include patents; information which is of a kind that has been communicated in such a manner as to give rise to a duty of confidentiality; copyright vesting in literary works (including but not limited to computer programmes); dramatic works, musical works, broadcast, published editions and other types of performance; registered trademarks; unregistered trademarks used or intended for use in business registered designs and designs capable of being registered; biological organism varieties and the rights of breeders of such varieties; layout design of integrated circuits; databases; and any other rights resulting from intellectual activity in the industrial, commercial, scientific, literary and artistic fields.

Clause IX
Financial and Operational Obligations

1. In accordance with the Project Budget, UNEP will make available to the Implementation Agency funds up to the maximum amount of USD250,000 (two hundred and fifty thousand United States dollars). The first installment of one hundred and thirty seven thousand dollars will be advanced to the Implementation Agency within 30 (thirty) working days following signature of the present Agreement. The second and subsequent installments will be advanced to the Implementation Agency, within 30 (thirty) days after a financial report and other agreed-upon documentation, as referenced in Clauses XI and XII below, for the activities completed have been submitted to and accepted by UNEP as showing satisfactory management and use of UNEP resources.

1. The installment schedule is as follows:

Installment no.	Amount (USD)	Expected Date of Payment
1	137,000 (one hundred and thirty-seven thousand dollars)	As soon as possible but no later than 30 (thirty) days after signature of the present Agreement



		by both Parties
2	73,000 (seventy-three thousand dollars)	After completion of activities by November 2019 and upon receipt of progress report and financial expenditure report (in accordance with the templates presented in Annex B)
3	35,000 (thirty-five thousand dollars)	After completion of activities by December 2020 and upon receipt of progress report and financial expenditure report (in accordance with the templates presented in Annex B)
4	5,000 (five thousand dollars)	Upon completion of all activities/obligations under the Agreement and no later than 30 (thirty) days after receipt and acceptance of final report and certified final expenditure report to the satisfaction of UNEP

The funds will be deposited in:

Bank Name and Address Banco de la Nación Argentina N° 019 Avenida de los Constituyentes Avenida de los Constituyentes N° 5451 Postal code: 1431 Ciudad Autónoma de Buenos Aires – República Argentina	Wire Instructions Swift Code: NAC NAR BA XXX IBAN: 0110093820000310160911
Account Title and Number Account Title: INTI-CENTROS DE INVESTIGACION - 34-54668706-8 Account No.: 310.160/91 Beneficiary: INTI-CENTROS DE INVESTIGACION	Signatories Ms. Leila Devia, Director

2. The Parties shall make all reasonable efforts to comply with Clauses IX (1) and XI, failing which, UNEP may withhold further disbursements due to the Implementation Agency or the Implementation Agency may suspend the Project until such time the Parties meet their respective financial and operational obligations.

3. The Implementation Agency agrees to utilize the funds and any supplies and equipment provided by UNEP in strict compliance with the Project Document. The Implementation Agency shall notify UNEP about any expected variations on the Project during the quarterly consultations set forth in paragraph I above. The Implementation Agency shall be authorized to make variations not exceeding 10 (ten) per cent on any one line item of the Project budget provided that the total budget allocated by UNEP is not exceeded. Any variations exceeding 10 (ten) per cent on any one line item that may be necessary for the proper and successful implementation of the Project shall be subject to prior consultations with and approval by UNEP.

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4. The Implementation Agency further agrees to return within two weeks any unused supplies made available by UNEP at the termination or end of the present Agreement or the completion of the Project. Any unspent funds shall be returned within two months of the termination of the present Agreement or the completion of the Project.

5. UNEP shall not be liable for the payment of any expenses, fees, tolls or any other financial cost not outlined in the Project or Plan or Project budget unless UNEP has explicitly agreed in writing to do so prior to the expenditure by the Implementation Agency.

Clause X **Maintenance of Records**

1. The Implementation Agency shall keep accurate and up-to-date records and documents in respect of all expenditures incurred with the funds made available by UNEP to ensure that all expenditures are in conformity with the provisions of the Project Document. For each disbursement, proper supporting documentation shall be maintained, including original invoices, bills, and receipts pertinent to the transaction.

2. Upon completion of the Project/or Termination of the Agreement, the Implementation Agency shall maintain the records for a period of at least 10 years unless otherwise agreed upon between the Parties.

Clause XI **Reporting Requirements**

1. Six (6) months after signature of this Agreement, and then on a semi-annual (30th June) and annual basis (31st December), following the calendar year, except where otherwise agreed, (the Implementation Agency) shall provide UNEP with narrative progress reports on the Project. The Progress Reports shall include the status of activities, outputs delivered, results/impacts achieved and an assessment of whether the Project is being implemented in accordance with the agreed Project Implementation Plan and the Project Budget, and a description of any obstacles to full and timely implementation of the Project.

The *narrative reports* schedule is as follows:

Report no.	Outputs/activities	Expected Date of Reporting
1	Interim progress report	30 November 2019
2	Interim progress report	30 June 2020
3	Interim progress report	31 December 2020
4	Final progress report	Within two months of completion of Project

2. The Implementation Agency shall also submit Financial Reports every six months:

(a) The Implementation Agency shall prepare a Financial Report and submit it to the UNEP no later than the end of June and at the end of each calendar year.

(b) The purpose of the financial report is to request an advance of funds, to list the disbursements incurred on the Project by budgetary component on, and to reconcile outstanding advances and foreign exchange loss or gain during the year.

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(c) The financial report has been designed to reflect the transactions of a project on a cash basis. For this reason, unliquidated obligations or commitments should not be reported to UNEP, i.e., the reports should be prepared on a "cash basis", not on an accrual basis, and thus will include only disbursements made by (the Implementation Agency) and not commitments. However, the Implementation Agency shall provide an indication when submitting reports as to the level of unliquidated obligations or commitments, for budgetary purposes.

(d) The financial report contains information that forms the basis of a periodic financial review and its timely submission is a prerequisite to the continuing funding of the Project. Unless the Financial Report is received, the UNEP will not act upon requests for advances of funds.

(e) Any refund received by the Implementation Agency from a supplier should be reflected on the financial report as a reduction of disbursements on the component to which it relates.

The **financial reports** schedule is as follows:

Report no.	Outputs/activities	Expected Date of Reporting
1	Interim expenditure report	30 November 2019
2	Interim expenditure report	30 June 2020
3	Interim expenditure report	31 December 2020
4	Final certified expenditure report	Within two months of completion of Project

3. Within two months of the completion of the Project or of the termination of the present Agreement, the Implementation Agency shall submit a final report on the Project activities and include a certified final financial report on the use of UNEP funds, as well as an inventory of supplies and equipment.

4. UNEP reserves the right to withhold any payment(s) due to the Implementation Agency for its non-compliance to Clauses X and XI (1-3) above.

Clause XII **Audit Requirements**

1. The Implementation Agency shall submit to UNEP within six months of the end of the Implementation Agency's fiscal year, a copy of its consolidated audited financial statements, wherein UNEP funding is clearly identified, issued by an independent audit authority and as presented to and endorsed by the Implementation Agency's governing body. The audit report and recommendation should include such comments as the auditor may deem appropriate in respect of UNEP funded operations generally and, in particular, the opinion should clearly indicate that UNEP funds were covered by the scope of the audit.

Clause XIII **Responsibility for Claims**

1. The Implementation Agency shall indemnify, hold and save harmless, and defend at its

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own expense, UNEP, its officials and persons performing services for UNEP, from and against all suits, claims, demands and liability of any nature and kind, including their cost and expenses, arising out of the acts or omissions of the Implementation Agency or its employees or persons hired for the management of the present Agreement and the Project.

2. The Implementation Agency shall be responsible for, and deal with all claims brought against it by its Personnel, employees, agents or subcontractors.

Clause XIV **Suspension and Termination**

1. The Parties hereto recognize that the successful completion and accomplishment of the purposes of a technical cooperation activity are of paramount importance, and that UNEP may find it necessary to terminate the Project, or to modify the arrangements for the management of the Project, should circumstances arise that jeopardize successful completion or the accomplishment of the purposes of the Project. The provisions of the present Clause shall apply to any such situation.

2. UNEP shall consult with the Implementation Agency if any circumstances arise that, in the judgment of UNEP, interfere or threaten to interfere with the successful completion of the Project or the accomplishment of its purposes. The Implementation Agency shall promptly inform UNEP of any such circumstances that might come to its attention. The Parties shall cooperate towards the rectification or elimination of the circumstances in question and shall exert all reasonable efforts to that end, including prompt corrective steps by the Implementation Agency, where such circumstances are attributable to it or within its responsibility or control. The Parties shall also cooperate in assessing the consequences of possible termination of the Project on the beneficiaries of the Project.

3. UNEP may at any time after occurrence of the circumstances in question, and after appropriate consultations, suspend the Project by written notice to the Implementation Agency, without prejudice to the initiation or continuation of any of the measures envisaged in paragraph 2, above, of the present Clause. UNEP may indicate to the Implementation Agency the conditions under which it is prepared to authorize management of the Project to resume.

4. If the cause of suspension is not rectified or eliminated within 30 (thirty) days after UNEP has given notice of suspension to the Implementation Agency, UNEP may, by written notice at any time thereafter during the continuation of such cause: (a) terminate the Project; or (b) terminate the management of the Project by the Implementation Agency, and entrust its management to another institution. The effective date of termination under the provisions of the present paragraph shall be specified by written notice from UNEP.

5. Subject to paragraph 4 (b), above, of the present Clause, the Implementation Agency may terminate the present Agreement in cases where a condition has arisen that impedes the Implementation Agency from successfully fulfilling its responsibilities under the present Agreement, by providing UNEP with written notice of its intention to terminate the present Agreement at least 30 days prior to the effective date of termination if the Project has a duration of up to six months and at least 60 days prior to the effective date of termination if the Project has a duration more than six months.

6. The Implementation Agency may terminate the present Agreement only under point 5, above, of the present Clause, after consultations have been held between the Implementation Agency and UNEP, with a view to eliminating the impediment, and shall give due consideration

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to proposals made by UNEP in this respect.

7. Upon receipt of a notice of termination by either Party under the present Clause, the Parties shall take immediate steps to terminate activities under the present Agreement, in a prompt and orderly manner, so as to minimize losses and further expenditures. The Implementation Agency shall undertake no forward commitments and shall return to UNEP, within 30 days, all unspent funds, supplies and other property provided by UNEP unless UNEP has agreed otherwise in writing.

8. In the event of any termination by either Party under the present Clause, UNEP shall reimburse the Implementation Agency only for the costs incurred to manage the project in conformity with the express terms of the present Agreement. Reimbursements to the Implementation Agency under this provision, when added to amounts previously remitted to it by UNEP in respect of the Project, shall not exceed the total UNEP allocation/contribution for the Project.

9. In the event of transfer of the responsibilities of the Implementation Agency for the management of a Project to another institution, the Implementation Agency shall cooperate with UNEP and the other institution in the orderly transfer of such responsibilities.

Clause XV **Force Majeure**

1. In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Party affected by the force majeure shall give the other Party notice and full particulars in writing of such occurrence if the affected Party is thereby rendered unable, in whole or in part, to perform its obligations or meet its responsibilities under the present Agreement. The Parties shall consult on the appropriate action to be taken, which may include suspension of the present Agreement by UNEP, in accordance with Clause XIV, paragraph 3, above, or termination of the Agreement, with either Party giving to the other at least 30 (thirty) days written notice of such termination.

2. In the event that the present Agreement is terminated owing to causes constituting Force Majeure, the provisions of Clause XIV, paragraphs 8 and 9, above, shall apply.

Clause XVI **Arbitration**

3. The Parties shall try to settle amicably through direct negotiations, any dispute, controversy or claim arising out of or relating to the present Agreement, including breach and termination of the Agreement. If these negotiations are unsuccessful, the matter shall be referred to arbitration in accordance with United Nations Commission on International Trade Law Arbitration Rules. The Parties shall be bound by the arbitration award rendered in accordance with such arbitration, as the final decision on any such dispute, controversy or claim.

Clause XVII **Privileges and Immunities**

1. Nothing in or relating to this Agreement shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations and UNEP.



Clause XVIII
Notification and Amendments

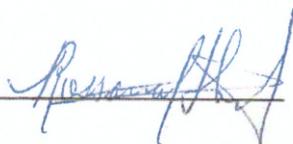
1. The Parties shall notify each other in writing on any proposed variation/ modification/ amendment to the Agreement, including its Annexes, with a view to attain an agreement on such amendment.
2. This Agreement or its Annexes may be modified or amended only by written agreement between the Parties.

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto, have on behalf of the Parties hereto signed the present Agreement at the place and on the day below written.

For: United Nations Environment Programme

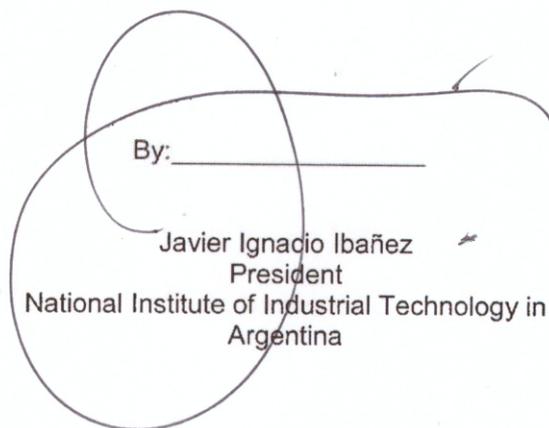
For: the Partner

By: _____



Rossana Silva Repetto
Executive Secretary
Secretariat of the Minamata Convention on
Mercury,

By: _____



Javier Ignacio Ibañez
President
National Institute of Industrial Technology in
Argentina

Date: _____

19 June 2019

Date: _____

21 de junio de 2019

ANNEX A: Project document, including Project Implementation Plan and Budget
ANNEX B: Template for Interim Progress Report, Interim and Final Expenditure Reports





ANNEX A
Project Document

2018/01/LAC/ARG

Argentina

Project ID: 2018/01/LAC/ARG

Country/Region: Argentina / Latin America and the Caribbean

Project Title: Capacity-building Programme for the implementation of the Minamata Convention

Duration: 24 months

Organization/Institution delivering the project: Basel Convention Regional Center for Training and Technology Transfer for South America (Argentina)

Amount: USD 250,000

BP No: 1500004588

Budget line: SB-011033.03.01 / Cost centre 11283 / Fund 32MCP

ARGENTINA ELIGIBILITY based on the criteria as decided by the Conference of the Parties (Decision MC-1/6)

Party (Guidance* §6):

Yes No

Since: 25/09/2017

Date of effect: 24/12/2017

Country status in accordance with UN country classification (Guidance §5)

Developing Country

CEITs

SIDS

Least Developed Country

Part 1 – Implementation Plan

Background

The Specific International Programme forms part of the financial mechanism of the Minamata Convention and is set up to assist developing countries Parties and Parties with economies in transition to develop projects to improve their capacity to implement their obligations under the Minamata Convention on Mercury. The scope of the Specific International Programme extends to support capacity-building and technical assistance in accordance with paragraph 6 (b) of Article 13 of the Minamata Convention.

The First Round of the Specific International Programme was launched between 5 June and 31 August 2018. While a total of 21 project submissions were received, the Governing Board selected 5 projects out of a total of 12 eligible project submissions during its Second Meeting in Oslo on 2-3 October. All submissions followed the application guidelines as drafted for the First Round and contained in UNEP/MC/COP.2/INF/16 in English, French and Spanish. Argentina's project submission, titled "Capacity Building Programme for the implementation of the Minamata Convention" was one of the five selected projects.

* Decision MC-1/6: Specific International Programme to support capacity-building and technical assistance, Annex I, Hosting arrangement, guidance on the operational programme of the Specific International programme

Argentina's Minamata Initial Assessment (MIA) has been underway since February 2018 and it is currently in its final stages. The MIA has already identified the country priorities and main challenges to implement the Minamata Convention. In terms of priorities, mercury added products (MAP) are at the top of the list due to the fact that Argentinian population overpasses the 45 million inhabitants and still a lot of MAP are part of daily life and industrial activities. As a consequence, the implementation of article 4 will imply a big challenge. The MIA also analyzed national institutional capacities of key stakeholders to implement the Minamata Convention. In this context, national surveys were carried throughout the Interministerial Working Group. The findings of these surveys shed light on all the challenges regarding country capacity to implement the Minamata Convention. It is based on these findings that the Project focuses its activities on the improvement of technical capacity at a national and subnational level and focuses on MAP.

Objective of the Project

The objective of the project is to strengthen the capacity of the country to implement article 4 of the convention and develop information generation mechanisms in order to fulfil Minamata Convention. In this regard, and in line with article 19 paragraph 1 f) and g), the Project will finance activities to develop information about mercury added products trade and to undertake technical and socio-economic studies in order to evaluate cost-effective measures to substitute the products reached by article 4. Besides, the project will include measures to design a new set of norms with the associated incentives, administrative regulations and enforcement schemes. In accordance with Article 18, awareness campaigns for local governments and key stakeholders will be developed in order to accomplish sustainability of the proposed measures. The MIA also shed light on the fact that the sampling and monitoring capacity of mercury and mercury compounds in different matrixes is low and that national and subnational governments lack capacity to identify and evaluate potentially contaminated sites and exposed populations. MIA highlighted that fulfilment with articles 12 and 19 should be encouraged. To respond to that, this Project will develop and strengthen a laboratory network and its measuring capacities and will implement a Mercury surveillance unit, among other activities, in order to tackle the lack of monitoring capacity at the national and subnational level.

More detail on the measures in order for the project to achieve its objective is as follows:

Measure 1: Improve the capacity to implement obligations under Article 4 of the Minamata Convention. The objective of this measure is to carry on technical studies, to develop the necessary legal and administrative mechanisms and to implement awareness campaigns, in order to prevent the manufacture, import and export of mercury-added products (MAP).

Under measure 1 the following activities will be developed:

- 1.1. Analysis of feasibility for substitute products, including barrier's identification and socio-economic impact of prohibitions
- 1.2. Design of legal framework including administrative regulations, incentives and enforcement schemes.
- 1.3. Awareness campaigns with for local governments and other stakeholders

The outputs of activity 1.1 should be closely related to the efforts required by Article 19, paragraph 1 f) and g). Once implemented, the country will count on key information on commerce and trade and will have analysis of the technical and economic availability of mercury-free products and processes. The outputs of activity 1.3 will follow article 18.

Once achieved, the outputs of Measure 1 should help Argentina achieve full compliance with Article 4 of the Minamata Convention and improving the implementation of article 18 and 19. By the completion of the SIP Project, MAP listed in Annex A-Part 1 should be already effectively prohibited or have a clear plan to reach effective prohibition before the established due date. Besides, the country should count on a strategy to discourage the use of dental amalgams, in accordance with Annex A-Part 2.

Measure 2: Enhance capacities for research and mercury surveillance, in accordance with article 12 and 19 of the Minamata Convention. This measure aims to build the necessary basis for the country to generate local data and statistics on mercury emissions and releases, exposure and contaminated sites as well as to monitor mercury management activities. In this sense, the following activities will be developed:

2.1. Strengthening technical capacity of the Secretariat of Environment and Sustainable Development, local governmental entities, Laboratories, Academia and research centres.

The outputs of this measure should be closely related to the efforts required by Article 19, paragraph 1 a) to 1g). The enhanced capacities of both human and technological resources will ensure results such as: up-to-date emission inventories, active surveillance models, openly available information, and contaminated sites inventories, among others. These will also be key tools for the information development and exchange in accordance with Articles 12, 17 and 18.

In order to strengthen monitoring capacity, activity 2.1 will also deliver the development of a Laboratory Network as well as Inter-laboratory and calibration activities.

2.2. Equip a local unit to support sampling, processing and other mercury surveillance activities

This activity will deliver the design and implementation of lab-type space including a robust equipment for samples management and conservation, and Mercury analysis equipment. Also, activity 2.2 will finance the strengthening of a field team able to evaluate potentially contaminated sites and develop management plans. This will be closely related to the efforts required by Articles 12, 17, 18 and 19.

Measure 3: Monitoring and Evaluation Plan and financial audit

The Project will count on a monitoring and evaluation plan in order to evaluate the achievement of goals, identify opportunities for improvement and implement adaptation measures if necessary. The evaluation will be carried out based on the baseline and targets established under section 5.4. The Plan will include the following activities:

3.1 Implementation of periodic reports

3.2 Implementation of financial audits.

3.3 Implementation of a Terminal Evaluation

3.4 Development of the final assessment, including a lessons-learned report.

Specific International Programme of the Minamata Convention on Mercury – First Round 2018

Table 1: Project log frame

PROJECT DESCRIPTION: LOGICAL FRAMEWORK (SEE THEORY OF CHANGE IN ANNEX 21)		PROJECT OBJECTIVE: <i>Strengthen the capacity of the country to implement article 4 of the convention and develop information generation mechanisms in order to fulfil Minamata Convention.</i>	
Overall project outcome	Indicators	Means of verification	
<i>The project outcome is to switch to the use of alternatives to the products listed in Annex A, Part I of the Minamata Convention</i>	<i>National strategy agreed and implemented at the National level [Baseline: 0; Target: 1]</i>	<i>Publication of the Strategy validated by the Interministerial Working Group. National strategy monitoring reports and improvement plan</i>	
Performance targets (project milestones that show progress towards completing the project outputs and achieving the overall project outcome)			Expected Milestone for each reporting period (annual)
Milestone ¹ <i>Draft National Strategy to improve capacity to implement article 4 developed</i>			Month 9/Year 1
M2 <i>National Strategy validated with key stakeholders</i>			Month 12/Year 1
M3 <i>National Strategy monitored and Improvement Plan developed</i>			Month 24/Year 2
1. Project Activity/Output	Indicators	Means of verification	
1.1. <i>Analysis of feasibility for substitute products, including barrier's identification and socio-economic impact of prohibitions</i>	<i>Studies [Baseline: 0; Target: 3]</i>	<i>Documents developed (Considering, at least, the following categories: i) Lamps, Batteries, Switches and relays, ii) Non electronic measuring devices within the health sector and iii) Dental Amalgams)</i>	

¹ **Performance Targets / Milestones:** Are benchmarks (not activities) that represent attainment of a project stage or project achievement that show progress towards project outcomes and outputs. Milestone attainment should be strictly answerable with a "yes" or "No" answer. Outcome milestone will often show progress on a particular outcome indicator target, but can also be a major significance benchmark, believed to lead to the outcome

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Project activity/output Milestones:		Expected Milestone for each reporting period (annual)
M1 Technical and economic feasibility for substitute products Studies developed		Month 3/Year 1
M2 Plan of costs and activities to convert to alternative products developed		Month 6/Year 1
M3 Results of studies shared with key sectors		Month 9/Year 1
2. Project Activity/Output	Indicators	Means of verification
1.2. <i>Design of legal framework including administrative regulations, incentives and enforcement schemes</i>	<i>Norms, administrative procedures or regulation proposals developed</i> <i>[Baseline: 0; Target: 3]</i>	<i>Proposals of new norms related to the implementation of article 4, and associated administrative procedures.</i>
Project activity/output Milestones:		Expected Milestone for each reporting period (annual)
M1 New regulations in order to improve the capacity to implement obligations under Article 4 of the Minamata Convention developed (Prohibition of MAP listed in Annex A, intervention of tariff positions, etc.)		Month 3/Year 1
M2 Legal and economic instruments to facilitate the enforcement of the new regulations designed		Month 6/Year 1
M3 Meetings with Key stakeholders to validate the legal drafts conducted		Month 9/Year 1
3. Project Activity/Output	Indicators	Means of verification
1.3 <i>Awareness campaigns for local governments and other stakeholders</i>	<i>Training activities with different stakeholders (including labour organizations, NGOs and government agencies) implemented</i> <i>[Baseline: 0; Target: 12 activities]</i> <i>Training activities with municipal officials implemented</i>	<i>List of participants of each training</i> <i>Surveys</i> <i>Report of campaign's results</i>

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	<p><i>[Baseline: 0; Target: 20 activities]</i></p> <p><i>Number of individuals trained (disaggregated m/f and by sector)</i> <i>[Baseline: 0; Target: 500]</i></p> <p><i>Awareness campaigns for different Stakeholders with a gender approach implemented</i> <i>[Baseline: 0; Target: 3]</i></p> <p><i>Number of individuals reached through awareness-raising activities (disaggregated m/f and by sector)</i> <i>[Baseline: 0; Target: 15.000]</i></p>	
<p>Project activity/output Milestones:</p>	<p>Expected Milestone for each reporting period (annual)</p>	
<p>M1 Design of local stakeholders map</p>	<p>Month 3/Year 1</p>	
<p>M2 Implementation of Training activities with municipalities</p>	<p>Month 12/Year 1</p>	
<p>M3 Implementation of Training Plan for key stakeholders</p>	<p>Month 18/Year 2</p>	
<p>M4 Implementation of Awareness campaigns for different stakeholders</p>	<p>Month 24/Year 2</p>	
<p>4. Project Activity/Output</p>	<p>Indicators</p>	<p>Means of verification</p>
<p>2.1. Strengthening technical capacity of the Secretariat of Environment and Sustainable Development, local governmental entities, Laboratories, Academia and research centres.</p>	<p><i>Number of officials from Secretariat of Environment and Sustainable Development trained</i> <i>[Baseline: 0; Target: 10]</i></p> <p><i>Number of officials from Laboratories, Academia and Research centres trained</i> <i>[Baseline: 0; Target: 10]</i></p>	<p><i>Training plan and training participant lists.</i></p>

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	<p><i>Number of Laboratories and Research centres with mercury monitoring capacity improved</i> <i>[Baseline: 0; Target: 5]</i></p>	
Project activity/output Milestones:		Expected Milestone for each reporting period (annual)
M1 Training plan developed		Month 3/Year 1
M2 Interlaboratory and calibration activities implemented		Month 18/Year 2
M3 Training Plan Implemented		Month 24/Year 2
5. Project Activity/Output	Indicators	Means of verification
2.2. <i>Equip a local unit to support sampling, processing and other mercury surveillance activities</i>	<p>Lab-type space functioning <i>[Baseline: 0; Target: 1]</i></p>	<p><i>Description of procedures of the operational instruments at the lab-type space and Report of activities undertaken at the lab-type space.</i></p>
Project activity/output Milestones:		Expected Milestone for each reporting period (annual)
M1 Mercury surveillance unit operations manual designed		Month 9/Year 1
M2 Mercury surveillance unit equipped		Month 12/Year 2
M3 Mercury surveillance unit under functioning		Month 24/Year 2

Table 2: Project work plan

PROJECT WORKPLAN														
Project Activities		Lead responsibility	Timeframe (by quarter – every 3 months)											
No.	Description		1	2	3	4	5	6	7	8	9	10	11	12
1	Improve the capacity to implement obligations under Article 4 of the Minamata Convention.	Secretariat of Environment and Sustainable Development												
1.1	<i>Analysis of feasibility for substitute products, including barrier's identification and socio-economic impact of prohibitions.</i>													
1.2	<i>Design of legal framework including administrative regulations, incentives and enforcement schemes.</i>													
1.3	<i>Awareness campaigns with for local governments and other stakeholders</i>													
2	Enhance capacities for research and mercury surveillance, in accordance with article 12 and 19 of the Minamata Convention.	Secretariat of Environment and Sustainable Development												
2.1	<i>Strengthening technical capacity of the Secretariat of Environment and Sustainable Development, local governmental entities, Laboratories, Academia and research centres.</i>													
2.2	<i>Equip a local unit to support sampling, processing and other mercury surveillance activities</i>													

3	<i>Proposed measure 3: Monitoring, evaluation and financial audit.</i>	<i>Secretariat of Environment and Sustainable Development and Implementation Agency</i>		
3.1	<i>Implementation of periodical reports</i>			
3.2	<i>Implementation of the financial audit.</i>			
3.3	<i>Implementation of Terminal Evaluation</i>			
3.4	<i>Development of the final assessment including a lessons learned report.</i>			

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Annex A – Budget and Implementation Plan

Part 2 – Output/ Activity Based Budget

Table 3: Budget summary

TYPE OF FUNDING	SOURCE OF FUNDING	Details	Year 1	Year 2	Year 3	Total
MCP	Minamata Specific International Programme Trust Fund - MCP	Output 1	64,000.00	64,000.00		128,000.00
		Output 2	83,500.00	26,500.00		110,000.00
		Output 3	0.00	12,000.00		12,000.00
	TOTAL MCP BUDGET		-		-	250,000
APPLICANT COUNTRY CONTRIBUTION, if applicable	Beneficiary contribution		100,555	100,555		201,111
	Other (include name of donor)					-
	TOTAL IN-KIND BUDGET		100,555	100,555	-	201,111
TOTAL	TOTAL PROJECT BUDGET		147,500	102,500	-	451,111

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Table 4: Detailed Output/ Activity Based Budget

Sponsor	Project Output	Activity No.	Activities	Staff and Other Personnel Costs (FT30_010)		Contractual Services (FT30_120)		Equipment (FT30_135)		Travel (FT30_160)		Grand Total	
				Year 1	Year 2	Year 1	Year 2	Year 1	Year 2	Year 1	Year 2		
Minamata Specific International Programme Trust Fund (MCP)	Output 1: Improve the capacity to implement obligations under Article 4 of the Minamata Convention.												
		1.1	Analysis of feasibility for substitute products, including barrier's identification and socio-economic impact of prohibitions	13,500.00	14,500.00							28,000	
		1.2	Design of legal framework including administrative regulations, incentives and enforcement schemes.	21,500.00	22,500.00							44,000	
		1.3	Awareness campaigns for local governments and other stakeholders			5,000.00	6,000.00			24,000.00	21,000.00	56,000	
	Sub-total for Output 1				35,000.00	37,000.00	5,000.00	6,000.00	0.00	0.00	24,000.00	21,000.00	128,000.00
	Output 2: Strengthening the national capacity to enhance mercury research and surveillance in accordance with articles 12 and 19.												
		2.1	Strengthening technical capacity of the Secretariat of Environment and Sustainable Development, local governmental entities, Laboratories, Academia and research centres	17,000.00	22,000.00	4,000.00							43,000
		2.2	Equip a local unit to support sampling, processing and other mercury surveillance activities				4,500.00	62,500.00					67,000
	Sub-total for Output 2				17,000.00	22,000.00	4,000.00	4,500.00	62,500.00	0.00	0.00	0.00	110,000.00

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Output 3: Monitoring, evaluation and financial audit										
3.1	Monitoring and evaluation									0
3.2	Financial audit				2,000.00					4,000
3.3	Terminal review				10,000.00					8,000
Sub-total for Output 3		0.00	0.00	0.00	12,000.00	0.00	0.00	0.00	0.00	12,000.00
Total eligible costs [Secured]		52,000	59,000	9,000	22,500	62,500	0	24,000	21,000	250,000



ANNEX B
Templates for interim and final progress reports
and interim and final expenditure reports

2018/01/LAC/ARG

Argentina

I. Template for Interim and Final Progress Report (an interim progress report is to be submitted every six months; final report to be submitted upon completion of the Agreement)

Project ID: 2018/01/LAC/ARG

Country/Region: Argentina / Latin America and the Caribbean

Project Title: Capacity Building Programme for the implementation of the Minamata Convention

Duration: 24 months

Organization/Institution delivering the project: National Institute of Industrial Technology in Argentina (Argentina)

Amount: USD 250,000

PCA starting date: DD/MM/YYYY [to complete once known - date of entry into force, i.e. signature by both Parties]

Reporting period: from DD/MM/YYYY to 31/12/YYYY [to complete accordingly]

A: SUMMARY OF STATUS

Brief description of the status of implementation of the PCA at the time of reporting and progress towards achieving PCA's objective

B: PROJECT IMPLEMENTATION STATUS					
Measures	Description of work undertaken during reporting period	Milestones	Delivery date	Status of Activity (complete/ on-going/ delayed)	If activity not completed, please describe the reason why and indicate mitigation actions that were taken.
Improve the capacity to implement obligations under Article 4 of the Minamata Convention					
Enhance capacities for research and mercury surveillance, in accordance with article 12 and 19 of the Minamata Convention					
Monitoring, evaluation and financial audit					

C: BEST PRACTICES, INNOVATIONS AND/OR LESSONS LEARNED

Brief description of any best practices, innovations and lessons learned that can be highlighted or show-cased.

D: COMMUNICATION-RELATED MATERIAL

Brief description of any project outcomes that could be used as a basis for the Minamata Secretariat to develop communication material and share widely (including on websites, newsletters etc.). Any human-interest story would also be welcome. Please also enclose pictures, videos as appropriate.

E: LIST OF ATTACHED DOCUMENTS

Include, for example, publications, meeting reports, participants list, workshop reports, etc.

Signature:

Date:

Name and title of signing officer:

II. Template for Interim and Final Expenditure Report (an interim expenditure report is to be submitted every six months; final expenditure report to be submitted upon completion of the Agreement)

Project ID: 2018/01/LAC/ARG

Country/Region: Argentina / Latin America and the Caribbean

Project Title: Capacity Building Programme for the implementation of the Minamata Convention

Duration: 24 months

Organization/Institution delivering the project: National Institute of Industrial Technology in Argentina (Argentina)

Amount: USD 250,000

PCA starting date: DD/MM/YYYY [to complete once known - date of entry into force, i.e. signature by both Parties]

Reporting period: from DD/MM/YYYY to 31/12/YYYY [to complete accordingly]

Measures	Staff and Other Personnel Costs (FT30_010)		Contractual Services (FT30_120)		Travel (FT30_160)		Equipment (FT30_135)		Total (USD)		Comments (if the expenditures were different from what was originally planned, please provide a short explanation)
	Budget	Expenditure	Budget	Expenditure	Budget	Expenditure	Budget	Expenditure	Budget	Expenditure	
Improve the capacity to implement obligations under Article 4 of the Minamata Convention											
[report by activities as presented in Annex A, Table 4]											
Enhance capacities for research and mercury surveillance, in accordance with article 12 and 19 of the Minamata Convention											
[report by activities as presented in Annex A, Table 4]											
Monitoring, evaluation and financial audit											

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[report by activities as presented in Annex A, Table 4]										
Total Cost										

Cumulative amount already transferred from UNEP to the Partner as of this reporting date: USD

Interim expenditure report to be submitted at the end of the calendar year and final expenditure report to be submitted upon completion of the PCA

Signature of a duly Authorized officer:

Name :

Position :

Date: