

(SSFA/2024/Minamata/ BCRC Argentina)

WBSE SB-011030.02.06.01: USD 15,000

WBSE SB-011030.02.11: USD 5,000

WBSE SB-011030.02.09: USD 5,000

Overall cost to UNEP/MC: USD 25,000

Small-Scale Funding Agreement

THIS SMALL SCALE FUNDING AGREEMENT (SSFA) and its annexes (this "Agreement") is made on March 2024

BETWEEN:

The Secretariat of the Minamata Convention on Mercury (MC), a Multilateral Environmental Agreement administered by the United Nations Environment Programme (UNEP), an international inter-governmental organization established by the General Assembly of the United Nations, represented by Monika Stankiewicz, Executive Secretary, Secretariat of the Minamata Convention, and having its office at International Environment House 1, 11 - 13 Chemin des Anemones, Chatelaine 1219, Geneva, Switzerland (hereinafter referred to as "MC/UNEP").

AND:

Basel Convention Regional Centre for the South American region in Argentina (hereinafter referred to as "BCRC Argentina"), a non-profit making organization represented by its Director, Ms. Leila Devia, and having its office at Avenida Leandro N. Alen 1067, 7th f., Buenos Aires, Argentina.

MC/UNEP agrees to co-operate with BCRC Argentina with respect to the project entitled "Minamata Tools, mercury-added products and mercury waste". Annexes to this Agreement, including the attached Implementation Plan (Annex-A) and Budget (Annex-B) are part of this agreement.

1. Project objectives to which the small-scale funding contributes:

- The overall objective of this project is to support Parties to the Minamata Convention on Mercury in implement the obligations of the Convention with a particular focus on Articles 3 (trade), 4 (mercury-added products), 8 (emissions) and 11 (mercury waste).
- The specific objectives are to:
 - o Support the parties that participated in the Global Workshop on Mercury-Added Products, held in Geneva, Switzerland in June 2023 (Bolivia, Colombia, Cuba, Dominican Republic and El Salvador), to develop national strategies to control mercury-added products.
 - o Support the development of training materials (Minamata TOOLS, the slide deck on mercury added products and the slide deck on mercury waste) by translating the English master version into Spanish and updating based on questions raised by users.

IF-2024-34001147-APN-P#INTI

1

- Convene webinars on mercury-added products and mercury waste in Spanish, and manage the follow-up questions and answers using Minamata Convention Forum.

2. Activity or activities to be carried out with the support of the small-scale funding:

- Support to the parties in national strategies
 - Review the draft national strategies developed at the workshop
 - Communicate with the workshop participants and supplement the information on current measures, planned measures, implementation arrangements and future challenges.
 - Develop a review report of national strategies.
- Support to the development of training materials
 - Translate the Minamata TOOLS modules on Convention introduction, products and processes, emissions, supply and trade into Spanish, with quality check with experts.
 - Translate the training material on mercury-added products (slide deck and read-out text) into Spanish, with quality check with experts, and update the materials based on the input from the webinar and follow up communication.
 - Translate the training material on mercury waste (slide deck and read-out text) into Spanish, with quality check with experts, and update the materials based on the input from the webinar and follow up communication.
- Webinars and follow-up
 - Convene a 1-1.5 hour webinar session on mercury-added products in Spanish, presenting the training material and running a question and answer session.
 - Convene a 1-1.5 hour webinar session on mercury waste in Spanish, presenting the training material and running a question and answer session.
 - Coordinate the follow-up questions and answers on mercury-added products and mercury waste through the web-based Minamata Convention Forum
 - Support the Secretariat in reviewing the information on national regulation on mercury-added products and mercury waste submitted by Parties.

3. Expected results/outputs to be achieved:

- Report on national strategies to control mercury-added products in Spanish-speaking countries
- Training materials in Spanish
- Webinar recording
- Project report in English, including review national policies

4. Starting and ending dates for implementation of the activities:

The activities start on the day of signature and will be completed by 31 December 2024.

5. MC/UNEP shall provide BCRC Argentina with funds up to a maximum amount of *US\$25,000 (twenty thousand five hundred US dollars)*. The resources provided by MC/UNEP will only be used by BCRC Argentina in pursuit of the project/programme objectives and for the activities to achieve the

IF-2024-34001147-APN-P#INTI

2

results as agreed to in 1 – 3 above. Funds will be made available in *three* installments as indicated below and upon receipt of a payment request in US dollars, as follows:

<u>Schedule of payments</u>	<u>Date</u>
First installment of USD 10,000 (SB-011030.02.06.01: USD 5,000; SB-011030.02.09: USD 5,000)	Upon signature of this agreement
Second installment of USD 10,000 (SB-011030.02.06.01)	Upon submission of outputs due by 30 June in Annex A.
Third installment of USD 5,000 (SB-011030.02.11)	Upon submission of all outputs.

The funds shall be deposited in:

Bank Name and Address

Name of the Bank: Banco de la Nación Argentina

Address of the Bank Agency:
Avenida de los Constituyentes N°
5451
1431
Ciudad Autónoma de Buenos Aires
República Argentina

Wire Instructions

SWIFT Code: NAC NAR BA XXX

IBAN Code:
0110093820000310160911

Account Title and Number

Account No: INTI - CENTROS DE INVESTIGACIÓN 34-54668706-8
Account 310.160/91

Signatories -----

Name of the Account Holder: INTI - CENTROS DE INVESTIGACIÓN

Address of the Account Holder:
AVDA. GRAL. PAZ 5445 - EDIFICIO
N°50 - SAN MARTIN - PCIA. De
BS.AS.

6. Within one month upon expiry of this Agreement, BCRC Argentina shall refund to MC/UNEP any unspent balance of the above funds.

7. MC/UNEP and BCRC Argentina will cooperate to monitor the progress of this project/programme. BCRC Argentina shall submit to MC/UNEP, substantive progress reports; financial reports and a final report at or near the given dates below:

Reports

Interim substantive and financial reports
Interim financial report
Final substantive and financial reports

Date

30 June 2024
30 September 2024
31 December 2024

IF-2024-34001147-APN-P#INTI

- 8.a. BCRC Argentina shall submit financial statements on the use of funds provided, as per MC/UNEP's required format and within the agreed timeframe.
- 8.b. BCRC Argentina shall keep accurate and up-to-date records and documents in respect of all expenditures incurred with the funds made available by MC/UNEP under this Agreement, to ensure that all expenditures are in conformity with the provisions of this Agreements and its annexes thereto.
- 8.c. Upon completion of the Project/or Termination of this Agreement, BCRC Argentina shall maintain the records for a period of at least three years unless otherwise agreed upon between the Parties.
- 8.d. MC/UNEP has the right, at its own expense, to have the records of BCRC Argentina related to this cooperation reviewed and audited.
- 9.a. BCRC Argentina shall consult with MC/UNEP regarding the Intellectual Property Rights as appropriate.
- 9.b. BCRC Argentina shall only use the MC/UNEP name, logo and emblem in connection with the Project/Programme with the prior written consent of MC/UNEP.
- 9.c. In no event will authorization of the MC/UNEP name or emblem, or any abbreviation thereof, be granted for commercial purposes.
10. This agreement can only be changed through an agreed modification in writing.
11. Either party may terminate this Agreement upon serving a written notice to the other party at least one month prior to such termination.
12. BCRC Argentina shall comply with all the above mentioned provisions and agrees that MC/UNEP reserves the right to withhold any payment due to BCRC Argentina's non-compliance with any of the provisions mentioned hereinabove.
13. Any dispute arising out of or in connection with this Agreement shall be settled amicably between MC/UNEP and BCRC Argentina. Should attempts at amicable negotiation fail, any such dispute shall, upon request by either party, be referred to arbitration in accordance with the UNCITRAL arbitration rules. The parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.
14. This Agreement shall enter into force upon signature by the Parties being effective from the date of the latest signature, and shall remain valid for a period of one month after the end date specified in clause 4 unless terminated earlier pursuant to clause 11 above.
15. The Parties shall carry out their respective responsibilities in accordance with the provisions of the Agreement. The Parties shall determine and communicate to each other their respective focal points, having the responsibility for the Project implementation on its behalf.

16.a BCRC Argentina shall be solely and completely responsible and accountable for all services performed by its personnel, agents, employees, or contractors (hereinafter referred to as "Personnel").

16.b. BCRC Argentina shall be considered as having the legal status of an independent contractor. Personnel of BCRC Argentina, its contractors or anyone else working for BCRC Argentina in the execution of the Project or otherwise, are not employees of MC/UNEP and are not covered by the privileges and immunities applying to MC/UNEP and its staff pursuant to the Convention on the Privileges and Immunities of the United Nations. MC/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 BCRC Argentina's Personnel as a result of their work pertaining to the activities under this Agreement.

16.c. BCRC Argentina 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. BCRC Argentina shall ensure that all personnel are free from any conflicts of interest relating to the Project activities.

17.a. BCRC Argentina shall not seek nor accept instructions regarding the activities under the present Agreement from any Government or other authority external to MC/UNEP.

17.b. BCRC Argentina 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 MC/UNEP.

18. 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 MC/UNEP.

19. This Agreement or its Annexes may be modified or amended only by written agreement between the Parties.

For MC/UNEP

By: Monika Stankiewicz
Name: Monika Stankiewicz
Title: Executive Secretary

Date: 15 March 2024

For BCRC Argentina - INTI

By: Daniel Omar Horacio AFIONE
Name: Daniel Omar Horacio AFIONE
Title: President

Date:

Annex A: Implementation plan

Activity 1: Minamata TOOLS

Tasks and deliverables	Estimated delivery dates
Submit draft translation of the Minamata TOOLS and supporting information (up to 20,000 words), with quality check by experts	31 March 2024
Finalize the translation of the Minamata TOOLS and supporting information	15 May 2024

Activity 2: Mercury-added products

Tasks and deliverables	Estimated delivery dates
Monitor Minamata Convention Forum and address questions from Parties and stakeholders, as advised by the Secretariat	March – November 2024
Compile draft national strategies of parties participating in the June 2023 Workshop	31 March 2024
Submit draft translation of the training material (up to 20,000 words), with quality check with experts	30 April 2024
Webinar on mercury-added products – present the material and convene Q&A session	June 2024
Finalize the translation of the training material	30 June 2024
Collect information on current and planned regulations, enforcement arrangements and future challenges and submit a review report	31 July 2024

Activity 3: Mercury waste

Tasks and deliverables	Estimated delivery dates
Monitor Minamata Convention Forum and address questions from Parties and stakeholders, as advised by the Secretariat	March – November 2024
Submit draft translation of the training material (up to 20,000 words), with quality check with experts	30 September 2024
Webinar on mercury waste – present the material and convene Q&A session	October 2024
Finalize the translation of the training material	30 November 2024
Review information on current and planned regulations on mercury waste, including mercury waste thresholds, submitted by Parties	30 November 2024

Annex B: Budget

Project Title: "Mercury monitoring, emission and release data management".
 Partners Name: BCRC - Argentina
 Start date: DD/MM/YYYY End date: DD/MM/YYYY

Output	Activity	Budget by Activity / Year / Commitment Class (US\$)										Total	Total	Total		
		1. Staff and Other Personnel Costs		2. Contractual Services		3. Equipment Vehicles and Furniture		4. Operating and Other Direct Costs		5. Supplies Commodities and Materials						
		Original Budget	Current Expenditure	Original Budget	Current Expenditure	Original Budget	Current Expenditure	Original Budget	Current Expenditure	Original Budget	Current Expenditure				Original Budget	Current Expenditure
1	Support to the parties in national strategies															
1.1	Review the draft national strategies developed at the workshop	\$ 1,000.00												\$ 1,000.00	\$ -	\$ 1,000.00
1.2	Communicate with the workshop participants and supplement the information on current measures, planned measures, implementation arrangements and future challenges.	\$ 1,000.00												\$ 1,000.00	\$ -	\$ 1,000.00
1.3	Develop a review report of national strategies.	\$ 500.00												\$ 500.00	\$ -	\$ 500.00
	Sub-Total	\$ 2,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,500.00	\$ -	\$ 2,500.00
2	Support to the development of training materials															
2.1	Translate the Minamata TOOLS modules on Convention introduction, products and processes, emissions, supply and trade into Spanish, with quality check with experts.	\$ 1,500.00		\$ 5,500.00										\$ 7,000.00	\$ -	\$ 7,000.00
2.2	Translate the training material on mercury-added products (slide deck and read-out text) into Spanish, with quality check with experts, and update the materials based on the input from the webinar and follow up communication.	\$ 1,000.00		\$ 5,500.00										\$ 6,500.00	\$ -	\$ 6,500.00
2.3	Translate the training material on mercury waste (slide deck and read-out text) into Spanish, with quality check with experts, and update the materials based on the input from the webinar and follow up communication.	\$ 1,000.00		\$ 5,500.00										\$ 6,500.00	\$ -	\$ 6,500.00
	Sub-Total	\$ 3,500.00	\$ -	\$ 16,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 20,000.00	\$ -	\$ 20,000.00
3	Webinars and follow-up															

IF-2024-34001147-APN-P#INTI

3.1	Convene a 1-1.5 hour webinar session on mercury-added products in Spanish, presenting the training material and running a question and answer session.			\$ 500.00								\$ 500.00	\$ -	\$ 500.00
3.2	Convene a 1-1.5 hour webinar session on mercury waste in Spanish, presenting the training material and running a question and answer session.			\$ 500.00								\$ 500.00	\$ -	\$ 500.00
3.3	Coordinate the follow-up questions and answers on mercury-added products and mercury waste through the web-based Minamata Convention Forum			\$ 500.00								\$ 500.00	\$ -	\$ 500.00
3.4	Support the Secretariat in reviewing the information on national regulation on mercury-added products and mercury waste submitted by Parties.			\$ 1,000.00								\$ 1,000.00	\$ -	\$ 1,000.00
Sub-Total		\$ -	\$ -	\$ 2,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,500.00	\$ -	\$ 2,500.00
TOTAL		\$ 6,000.00	\$ -	\$ 19,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 25,000.00	\$ -	\$ 25,000.00

25,000

IF-2024-34001147-APN-P#INTI

Página 8 de 8