

CFP23-319

# CALL FOR PROPOSAL (CFP)

## MULTI-STAGE

<b>Title:</b>	<b>Capacity Building Support for Pacific island Aquaculture Enterprises</b>
<b>Nature of the Call:</b>	<p>The Fisheries, Aquaculture and Marine Ecosystems Division (FAME) of the Pacific Community (SPC) has launched the New Zealand Ministry of Foreign Affairs and Trade (NZMFAT) funded Sustainable Coastal Fisheries and Aquaculture for Pacific Livelihoods, Food and Economic Security (SCoFA) project.</p> <p>Applications are invited from aquaculture enterprises, community-based farms, farmer cluster associations, processors, exporters, and NGOs, wishing to apply for assistance in business mentoring and training, capacity development and technology transfer in feed, seed and brood stock management to support the strengthening of their productive aquaculture commodity and allied downstream processing. Women and youth applicants and groups are encouraged to apply.</p>
<b>Total amount available:</b>	EUR 206,000
<b>Maximum amount per grant/per category</b>	As required for specific needs
<b>Date of issue:</b>	19/05/2023
<b>Closing Date:</b>	30/06/2023
<b>SPC Reference:</b>	CFP23-319

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## Part 1: GUIDELINES FOR APPLICANTS - INTRODUCTION

### 1.1 About the Pacific Community (SPC)

The Pacific Community (SPC) is the principal scientific and technical organisation of the Pacific region, established by treaty in 1947 with the signing of the Agreement Establishing the South Pacific Commission (the Canberra Agreement).

SPC has our headquarters in Noumea, New Caledonia and has regional offices in Fiji, the Federated States of Micronesia and Vanuatu, as well as offices in the Solomon Islands and France. SPC works across the Pacific and has staff in nearly all of our Pacific Island Country and Territory members.

SPC works for the well-being of Pacific people through the effective and innovative application of science and knowledge and is guided by a deep understanding of Pacific Island contexts and cultures. Our unique organisation covers more than 20 sectors and is renowned for knowledge and innovation in such areas as fisheries science, public health surveillance, geoscience and conservation of plant genetic resources for food security.

For more information about SPC and the work that we do, please visit our website: <https://www.spc.int/>.

### 1.2 SPC's grant activities

SPC's grant activities are guided by the principles of **high ethical standards** (accountability and transparency, freedom from perceived impropriety and influence, no conflicts of interest, confidentiality and proprietary information), **risk management** and **social and environmental responsibility** and are carried out under our [Grant Policy](#).

SPC's *Grant Policy* provides the framework for ensuring that SPC ensure integrity and compliance with international standards along the grant process; demonstrates financial probity and accountability to its members and development partners; manages and prevents the potential for conflicts of interest and manages any other risks.

At SPC, a grant may be used to:

- a) enable an implementing partner to deliver activities or outcomes under a project or programme;
- b) develop the capacity of implementing partners;
- c) deepen the partnership with an implementing partner and build co-ownership of the outcomes.

Different procedures apply depending on the nature of the grant, the objective of the overall project, the requirements of SPC donors and the potential partners identified.

Any grant awarded by SPC must comply with the following principles:

- **Co-financing:** applicants must support the implementation of actions either by contributing their own resources (i.e. staff time) or by providing funding from third parties (in the form of public or private assistance obtained elsewhere).
- **Non-retroactivity:** In no circumstances will SPC award a grant for actions that are already completed.
- **Non-cumulation:** the total amount awarded in the grant agreement is a maximum amount. The amount cannot be increased or accumulated in any circumstances.
- **No-profit rule:** no grant may give rise to profits (i.e. income and expenditure for the action must balance). The no-profit rule applies to the action and not necessarily to the grant beneficiary.

For further information or enquiries about SPC's grant activities, please visit the procurement pages on our website: <https://www.spc.int/grants> or email: [grants@spc.int](mailto:grants@spc.int).

### 1.3 SPC's Call for Proposal (CFP) Process

At SPC, grants can be awarded to implementing partners through a competitive call for proposals which can take two forms:

- Single-stage competitive grant modality (single-stage CFP)
- Multi-stage competitive grant modality (multi-stage CFP)

A single-stage CFP is an open and public invitation to entities working in the field covered by the CFP and seeking funding for the implementation of their action. Applicants responding to the CFP will have their proposals assessed by SPC in accordance with the terms of the CFP and will be awarded a grant if their project meets the requirements set out in the CFP and depending on the funds available.

A multi-stage CFP awards a grant through pre-qualification of applicants on the basis of calls for expressions of interest (EOI), and then provides for a capacity development stage - proposal design and submission - during which SPC supports applicants that have met the EOI criteria, followed by a formal call for proposals.

The multi-stage CFP provides a fair chance for small organisations with limited capacity (e.g., community-based organisations, the informal sector, etc.) to access grants through a process that allows them to receive support in preparing proposal documents and submission.

**This CFP is a multi-stage CFP (refer to section 4.1 – 5)** that sets out SPC's requirements for a project to be eligible. This CFP asks you, as an applicant, to submit your proposal in a prescribed format, trying to be as detailed and precise as possible and not omitting to attach the requested supporting documents.

The CFP contains detailed instructions and templates to enable you to submit a compliant proposal. It sets out the overall timetable; it confirms the evaluation criteria that SPC will use to evaluate proposals; it explains the administrative arrangements for receiving proposals and indicates how applicants can request further information.

Your participation confirms your acceptance of SPC's conditions of participation in the CFP process.

## Part 2: GUIDELINES FOR APPLICANTS – GENERAL INSTRUCTIONS

### 2.1 Background

SPC invites you to submit your project proposal in order to be eligible for a grant to contribute to its funding and implementation in accordance with the provisions set out in [Part 3](#).

SPC has advertised this CFP on its website and may send it directly to pre-identified potential applicants. The same conditions and submission requirements will be requested from all applicants.

SPC has compiled these instructions to guide potential applicants and to ensure that all applicants receive equal and fair consideration.

Please read the instructions carefully before submitting your application. In order for your proposal to be considered, you must provide all prescribed information by the closing date and in the specified format.

### 2.2 Submission instructions

Your proposal must be clear, concise and complete and must include only the information necessary to respond effectively to the call for proposals. Please note that you may be downgraded or excluded from the grant award process if your submission contains ambiguities or lacks clarity.

Your proposal must include the following documents which form [Part 5](#) of the CFP:

- a. Annex 1: Application Form [Concept Note];
- b. Annex 2: Budget, with supporting documents for the budget
- c. Annex 3: SER questionnaire
- d. Annex 4: Project risk identification form
- e. Annex 5: Applicant declaration
- f. Annex 6: Conflict of interest declaration

Your proposal must contain all supporting documents and be submitted in English in as a single attachment by email to [grants@spc.int](mailto:grants@spc.int) with the following subject line: **CFP23-319**.

All applications submitted must be in Word or PDF formats. Please note the maximum capacity for an email sent to SPC mailboxes is 25Mb.

Your proposal must be received no later than **30/06/2023** and by **4PM Fiji Time**.

SPC will send an official acknowledgement of receipt to each proposal received by the closing date.

SPC reserves the right to exclude from consideration any proposal not received by the deadline, with incomplete information or in incorrect form.

### 2.3 Clarifications

You may submit questions or seek clarifications on any issue relating to this CFP. The questions are to be submitted in writing to [grants@spc.int](mailto:grants@spc.int) with the subject line: **Clarification CFP 23-319**. The deadline for submission of clarifications is **16/06/2023** and by **4PM Fiji Time**.

Details will be kept of any communications between SPC and applicants. This assists SPC to ensure transparency of the grant award process. While SPC prefers written communication in the CFP process, at any point where there is phone call or other conversation, SPC will keep a record or a file note of the exchange with applicants.

## 2.4 Evaluation

### Preliminary checks

Each proposal received will be assessed by SPC for compliance with the eligibility criteria and submission requirements set out in this CFP.

To assist in the examination, evaluation and comparison of proposals, SPC may ask the applicant for clarification of its proposal or additional information. The request for clarification will be in writing.

If a proposal is responsive (it conforms in all material respects to the requirements set out in the CFP), it will proceed to evaluation. If a proposal is found not to be responsive, it will be excluded from further evaluation.

### Due diligence, capacity, and risk assessments

SPC will carry out due diligence on the shortlisted applicants to verify the information provided in the application form. Capacity and risk assessments will also be undertaken for all shortlisted applicants to determine their ability to manage a grant in accordance with the requirements set out in this CFP and in accordance with the provisions of SPC's *Grant Policy*.

These assessments may be carried out at the applicant's premises or remotely. Shortlisted applicants will be notified prior to the commencement of due diligence and capacity and risk assessment activities. By applying, applicants agree to participate in these due diligence and capacity assessment processes.

The outcome of these assessments will be used to support SPC's Evaluation Subcommittee and Procurement Committee with their decision making.

### Proposal evaluation

All responsive proposals will be assessed against the evaluation criteria set out in [Part 4](#). The criteria are provided with weighted scores according to the relative importance of each. SPC will not change the evaluation criteria set out in the CFP at any stage of the grant process.

The evaluation of the proposals is carried out in two stages:

- In the first stage, all proposals will be evaluated in accordance with the evaluation criteria set out in [Part 4](#), by a dedicated Evaluation Subcommittee which will propose a ranking of all proposals received.
- In the second stage, the Procurement Committee will make the final evaluation of the applications, taking into account the ranking established by the Evaluation Subcommittee, the findings of the respective capacity assessments of the applicants, and the overall value of grants to be awarded.

Following the evaluation of all proposals, SPC may, without limiting the other options available to it, decide not to proceed with the CFP process or to launch a new CFP process on a similar or different basis to that described in this call.

## 2.5 Grant award

SPC may award one or more grants to one or more beneficiaries upon the decision of the Procurement Committee and subject to availability of funds. The award of a grant is made by signing a grant agreement.

Details of grants that have been awarded will be published on the SPC website (including the title of the contract/agreement/project, nature and purpose of the contract/agreement/project, name and locality of the grantee, amount of the contract/agreement/project, the start and end dates of the activity and the geographical scope of the activity).

Unsuccessful applicants will be notified, and feedback will be provided on their submissions if requested.

SPC's standard terms and conditions for grant agreements ([Part 6](#)) will apply to any grant awarded under this CFP, unless otherwise agreed. Any requested changes to the standard terms and conditions for grant agreements must be foreshadowed in the submission.

## 2.6 Key dates

Please see the proposed grant timetable in the table below. This timetable is intended as a guide only and while SPC does not intend to depart from the timetable, it reserves the right to do so at any stage.

STAGE	DATE
<b>CFP advertised</b>	19/05/2023
<b>Deadline for seeking clarification</b>	16/06/2023
<b>CFP Closing Date</b>	30/06/2023
<b>Award of a Grant</b>	11/11/2023
<b>Commencement of Grant Agreement/Project implementation</b>	25/11/2023
<b>Conclusion of Grant Agreement/end of Project</b>	30/05/2025

## 2.7 Legal and compliance

**Child and vulnerable adult protection:** SPC is committed to the well-being of children and vulnerable adults. All SPC grantees are required to commit to the principles of SPC's Child and Vulnerable Adult Protection Policy ([XI.G Manual of Staff Policies](#)). Breach of this requirement can result in SPC terminating any grant agreement with a grantee. Any allegations of potential misconduct in relation to this CFP involving children or vulnerable adults should be sent to [complaints@spc.int](mailto:complaints@spc.int).

**Confidentiality:** Unless otherwise agreed by SPC in advance or where the contents of the CFP are already in the public domain when shared with the applicant, applicants shall at all times treat the contents of the CFP and any documents related to the grant award process as confidential. Unless clearly indicated otherwise, such as for 2.5 above, SPC will treat the information it receives from the applicants as confidential during the entire grant award process.

**Conflict of interest:** Applicants must take all necessary measures to prevent any situation of conflict of interest. You must notify SPC in writing as soon as possible of any situation that could constitute a conflict of interest during the CFP process. If you have any familial connection with SPC staff, this must be declared, and approval will then be sought for you to engage in the grant award process. Breach of this requirement can result in the exclusion of the applicant from the CFP process or in SPC terminating any grant agreement with a grantee.

**Cost of preparation of submissions:** Under no circumstances will SPC be liable for any proposal submission costs, expenditure, work or effort that you may incur in relation to your provision of a proposal (including if the grant process is terminated or amended by SPC).

**Currency, amount and taxes:** Unless otherwise requested, all proposals must include a provisional budget in their local currency and indicate the overall cost of each activity by item of expenditure without adding charges or taxes. If the project is selected, the total amount of the grant mentioned in the grant agreement is a total and final amount. Under no circumstances may the beneficiary request an increase or accumulation of the amount of the grant awarded. No price variation due to escalation, inflation, exchange rate fluctuations or any other market factor can constitute a valid justification for requesting an increase in the amount. If additional funding is required, a new grant process must be initiated.

**Eligibility:** Applicants are required to disclose to SPC whether they are subject to any sanction or temporary suspension imposed by any international organisation, or whether they are subject to bankruptcy proceedings. You may not be bankrupt or suspended, debarred, or otherwise identified as ineligible by any international organisation. Failure to disclose such information may result in debarment and termination of any grant agreement issued to the grantee by SPC.

**Fraud and corruption:** SPC has zero tolerance for fraud and corruption. All grantees have an obligation to report potential fraud and corruption. Breach of this requirement can result in the exclusion of the applicant from the CFP process or in SPC terminating any grant agreement with a grantee. Allegations of potential



misconduct by an SPC staff member or applicant involving fraud or corruption can be sent to [complaints@spc.int](mailto:complaints@spc.int).

**Good faith:** The information in this CFP is provided by SPC in good faith. No representation, warranty, assurance or undertaking (express or implied) is or will be made, and no responsibility or liability will be accepted by SPC in relation to the adequacy, accuracy, completeness or reasonableness of this CFP or any information provided by SPC in relation to this CFP.

**Modifications:** Any clarifications, corrections or modifications will be published on the SPC website prior to the deadline. In the event an applicant has submitted a project before the clarification, correction or modification, the applicant will be informed and may modify its proposal. The modified proposal will still need to be received before the deadline.

**No offer of a grant:** This CFP does not constitute an offer of a grant or an invitation from SPC to enter into a grant agreement with you.

**Privacy:** The applicant is to comply with the requirements of applicable legislation and regulatory requirements in force for the use of personal data that is disclosed for the purposes of this CFP. SPC will handle any personal information it receives under the CFP in line with its Grant Policy, [Privacy Policy](#), and the [Guidelines for handling personal information of bidders and grantees](#). Applicants understand that their proposal and their personal information will be stored and used by SPC in accordance with these policies and guidelines.

**Right to amend, seek clarity, withdraw, not award:** SPC reserves the right to: (1) amend, add to or withdraw all or any part of this CFP at any time, or to re-invite applicants on the same or any alternative basis; (2) seek clarification or documents in respect of any applicant's proposal; (3) choose not to award a grant as a result of this CFP; (4) make whatever changes it sees fit to the timetable, structure or content of the grant process, depending on approvals processes or for any other reason. Please note that while SPC will not change the evaluation criteria set out in the CFP without the CFP process being re-issued, SPC does reserve the right at the time of award of a grant to vary the requirements for the project to be implemented by the grantee specified in the CFP and to accept or reject any proposal at any time prior to award a grant without incurring any liability to the affected applicant or any obligation to inform the affected applicant(s) of the grounds for SPC's action.

**Right to disqualify:** SPC reserves the right to disqualify: (1) any applicant that does not submit a proposal in accordance with the instructions in this CFP; (2) any applicant that misrepresents information to SPC; (3) any applicant that directly or indirectly canvasses any SPC employee concerning the award of a grant.

**Use of material:** Applicants shall not use the contents of the CFP or any related material for any purpose other than for the purpose of considering submitting, or submitting their proposal to SPC.

**Warranty, representation, assurance, undertaking:** The applicant acknowledges and agrees that no person has any authority to give any warranty, representation, assurance or undertaking on behalf of SPC in connection with any grant which may (or may not) follow on from this CFP process.

## 2.8 Complaints process

Applicants that consider they were not treated fairly during any SPC grant award process may lodge a protest. The protest should be addressed to [complaints@spc.int](mailto:complaints@spc.int). The applicant must provide the following information: (1) full contact details; (2) details of the relevant CFP; (3) reasons for the protest, including how the alleged behaviour negatively impacted the applicant; (4) copies of any documents supporting grounds for protest; (5) the relief that is sought.

## Part 3: GUIDELINES FOR APPLICANTS - DESCRIPTION OF THE CFP AND ITS CONTEXT

### 3.1 Key points

The Sustainable Coastal Fisheries and Aquaculture for Pacific Livelihoods, Food and Economic Security (SCoFA) Project, funded by the New Zealand Ministry of Foreign Affairs and Trade, is seeking to strengthen food security, livelihoods and economic and environmental resilience in Pacific island countries and territories through improved and diversified aquaculture practices, and adherence to aquatic biosecurity standards by: providing business mentoring and training, capacity development and technology transfer in feed, seed and broodstock management to selected enterprises and partners.

The SCoFA Project, through SPC's Fisheries, Aquaculture and Marine Ecosystems Division, will engage selected enterprises through a competitive evaluation and selection process to enhance and develop aquaculture capacity of successful enterprises. A total of EUR 206,000 has been allocated for this component.

Subject to the eligibility requirements set out in 4.1 below, aquaculture enterprises, community-based farmers, farmer cluster associations, processors, exporters, and NGOs are eligible to apply for support.

Applicants must, as part of the grant application, be able to show that they will be in a position to make a financial and/or non-financial contribution of 40% of the value of the total grant awarded. This is the applicant's contribution to co-funding the grant action.

### 3.2 Background/Preliminary

The project will take place across 22 Pacific Island countries and territories which includes American Samoa, Cook Islands, Federated States of Micronesia, Fiji, Guam, Kiribati, Marshall Islands, Nauru, Niue, Northern Mariana Islands, Palau, Papua New Guinea, Samoa, Solomon Islands, Tokelau, Tonga, Tuvalu, Vanuatu, French Polynesia, Wallis and Futuna, and New Caledonia. Women-led and youth-led enterprise that apply sound environmental practices, are strongly encouraged to apply.

The project will place emphasis on aquaculture practices that are innovative, more productive, diverse, socially inclusive and economically and environmentally sustainable. The project will also focus on aquaculture activities that are protected from aquatic biosecurity threats including pandemic safety.

### 3.3 Purpose, specific objectives

The overall objective of the SCoFA Project is to strengthen food security, livelihoods and economic and environmental resilience in Pacific island countries and territories through more sustainable coastal fisheries, improved and diversified aquaculture practices, and adherence to aquatic biosecurity standards.

Specifically, the objective of the support made available under this CFP is to increase/strengthen the capacity of aquaculture enterprises engaged in productive aquaculture commodities and allied downstream processing and support services.

The support provided to successful candidates can be in the following forms:

- Product development.
- Capacity development in feed, seed and broodstock management through;
  - Trainings
  - Workshops
  - Mentoring
- Technology transfer for best practices in feed, seed and broodstock management through;

- Provision of technology/ equipment
- Trainings for instalment and management of technology/ equipment
- Mentoring
- Capacity development in aquatic biosecurity standards through;
  - Trainings
  - Food and animal health safety testing
- Business mentoring.

Only one proposal per applicant is permitted, but applicants may apply for multiple forms of support

### 3.4 Expected results

The main results expected from the aquaculture enterprise development component of the SCoFA project are:

1. Training and mentoring provided to aquaculture operations in business, marketing and diversification
2. Capacity development provided in feed, seed, and broodstock management
3. Technology transfer facilitated in feed, seed, and broodstock management.

This will be achieved via the following SCoFA approaches and activities:

1. SCoFA will assist selected enterprises to improve business acumen by providing mentoring in business skills, knowledge, and information needs, along with business training of enterprises.
2. SCoFA will assist selected enterprises to address skills, knowledge and information needs in feed, seed and broodstock management through technical mentoring.
3. SCoFA will assist selected enterprises to upgrade/ adopt aquaculture best practices in feed, seed and broodstock management by providing technical and financial support. Financial support for upgrades will be on a basis of 40% co-investment from the enterprise.

### 3.5 Timelines

The engagement will commence upon signing of the grant agreements with the selected aquaculture enterprises and will conclude no later than 30 June 2025. The key dates for this project are set out in paragraph 2.6.

### 3.6 Reporting obligations

Recipients of the Grant will be required to provide quarterly progress reports until the project is completed. These reports must provide, inter alia, information on the activities implemented, results achieved, the problems encountered, and solutions found as well as a provisional timetable and budget forecast for the activities still to be carried out. The timeframes for the grant support will be agreed upon by SPC and the Grantee. Technical and financial reporting will be required for all project costs, including those covered by co financing.

A final report must also be submitted by the recipient by the end of the grant period.

### **3.7 Location**

The project will take place across 22 Pacific Island countries and territories which includes; American Samoa, Cook Islands, Federated States of Micronesia, Fiji, Guam, Kiribati, Marshall Islands, Nauru, Niue, Northern Mariana Islands, Palau, Papua New Guinea, Samoa, Solomon Islands, Tokelau, Tonga, Tuvalu, Vanuatu, French Polynesia, Wallis and Futuna, and New Caledonia.

### **3.8 Other Key Conditions**

Under this grant scheme, the selected aquaculture enterprises will be provided with direct support from SPC. All procurement and payment for actions under the grant will be facilitated and led by SPC in line with its policies and procedures.

SPC will assess the environmental impact of the goods and services it purchases against informed and internationally recognised standards and methods. Practical steps will include due consideration of:

1. longevity (reusability, recyclability).
2. the energy efficiency ratings of equipment (e.g., 5-star rather than 1-star) and whether the extra costs can be recouped over the operating life of the equipment.

All assets procured under the grant agreement will need to be managed and disposed of in accordance with the terms of the grant agreement.

## Part 4: GUIDELINES FOR APPLICANTS - ELIGIBILITY CRITERIA FOR RECEIVING FUNDS

### 4.1 Eligibility criteria

Applicants must meet the following eligibility criteria to qualify for support:

1. The applicant must be an enterprise (business, non-government organisation, organisation engaged with farmers, processors, exporters, associations or provider of support services) engaged in aquaculture. This includes enterprises engaged in allied downstream processing or specialized input supplies (feed, seed, etc.) in these industries.
2. The enterprise is one that will contribute to improved incomes, livelihood opportunities or food security and living standards of Pacific Island nationals. The enterprise will contribute towards youth employment and women's economic empowerment and the protection of children's rights.
3. The enterprise is in a sound financial position, is currently in production of the target commodity at the time of application or is committed to the start-up of production of a new aquaculture commodity.
4. Preference will be given to enterprises that (i) have a sound business model and a business plan, as well as (ii) demonstrable potential for growth in a structured and sustainable way through its performance.
5. Notwithstanding (4), and pursuant to section (1.3), consideration will be given to enterprises that meet criterion (4)(ii) but are below par in (4)(i), because one characteristic of Pacific agro-business is that numerous enterprises have good ideas and production capabilities but lack the business literacy skills to make them bankable enough to grow the business. Such applicants will be considered for project support to receive training and mentoring in business literacy and business plan preparation, as a preliminary step to render them "application ready" under (4).
6. The enterprise is Pacific-owned or local subsidiary, registered with the Registrar of Companies or equivalent national agency in the eligible Pacific Island Countries.
7. Applicants must complete the application form and checklist. Only one application must be received for an enterprise.

Note:

\* Financial reports from 2021 -2022 will be accepted.

## 4.2 Eligible actions

Applicants can submit a proposal for support in any aquaculture/ mariculture commodity and/ or support industries to the aquaculture sector.

There are three general areas for support:

1. Business mentoring and training;
2. Capacity building in feed, seed and broodstock management; and
3. Technology transfer for best practice in feed, seed and broodstock management

The following actions can be eligible under this grant:

- Certification
- Product development
- Technical support in feed, seed and broodstock management
- Business mentoring
- Capacity building through training and workshops
- Equipment

Successful applicants may also benefit from SPC's large pool of experts through the SCoFA Project. Applicants are encouraged to carefully assess its business needs and the types of assistance required to effect changes that will enhance its ability to better position itself and be competitive in its targeted markets.

## 4.3 Eligibility of costs

No funding will be awarded directly to successful applicants and no costs will be reimbursed to successful applicants under this project.

Applicants must, as part of the grant application, be able to show that they will be in a position to make a financial and/or non-financial contribution of 40% of the value of the total grant awarded. This is the applicant's contribution to co-funding the grant action.

All proposed contributions from applicants will be reviewed and verified as part of the due diligence process. Applicants must be able to objectively evidence that their contribution is 40% of the value of the total grant awarded by SPC. Financial contributions will typically need to be made by the applicant in advance of SPC purchasing goods or services. Financial and/or non-financial contributions must contribute directly towards the activity being proposed and must be supported by documents objectively evidencing the applicant's 40% contribution.

SPC will in its sole discretion determine whether a contribution proposed by an applicant meets with the requirements set out above. Applicants are encouraged to enquire with SPC, in advance of submitting their application, if they have any uncertainty as to whether their proposed contribution will meet with SPC's requirements.

SPC will, following the award of a grant and receipt or approval of the successful applicant's 40% co-financing contribution or verification and approval of the applicant's 40% non-financial contribution, purchase the goods and/or services awarded to the successful applicant, subject to such costs being:

- Necessary for the implementation of the action
- Reasonable and justified and in line with the usual practices of the enterprise, regardless of the source of the funding
- Covered by one of the sub-headings indicated in the estimated budget of the grant
- Comply with applicable tax and social legislation, taking into account SPC's privileges and immunities

For the avoidance of any doubt, the following costs are ineligible for this project:

- Full-purchase cost of equipment and assets
- Duties, taxes and charges, including VAT, that are recoverable/deductible
- Debts and debt service charges
- Provision for losses, debts or potential future liabilities
- Banking charges for the transfers from and to SPC
- Costs incurred during the suspension of the implementation of the agreement.

#### 4.4 Evaluation criteria

A grant is awarded to the top-ranking proposals according to the total score. Applicants will be selected based on the following evaluation criteria:

Evaluation Criteria	Maximum Weighting
<p><b>1. Capacity of the enterprise to implement the proposal</b></p> <ul style="list-style-type: none"> <li>• Does the proposal provide clear descriptions of key personnel including their experience and areas of expertise?</li> <li>• Are there any gaps that exist in your organization structure?</li> <li>• Are there sound managerial and financial capabilities/systems in place to implement proposed activities?</li> <li>• Are the proposed plans commercially viable in 2-4 years?</li> <li>• Does the business have mitigation measures to reduce internal and external risks?</li> <li>• Does the business have scope for growth?</li> </ul>	50
<p><b>2. Relevance to SCoFA and FAME objectives.</b></p> <ul style="list-style-type: none"> <li>• Is the proposal aligned with SCoFA's objectives (refer to 3.3). This section may be supported with a business plan if available.</li> <li>• Does the proposal clearly identify activities, implementation schedules, and how these actions contribute to achieving not only the outputs/targets and objectives of the project but of the business as well?</li> </ul>	10
<p><b>3. Social impact, social inclusion, and gender equity</b></p> <ul style="list-style-type: none"> <li>• Are there clear outlines of how the enterprise contributes to improving food security?</li> <li>• Is there increased knowledge of commodity production, certification, and standards etc.)?</li> <li>• Is there increased knowledge on income generation?</li> <li>• Are there components addressing human rights, gender equality, and opportunities for women and youth?</li> </ul>	15
<p><b>4. Environmental Impact</b></p> <ul style="list-style-type: none"> <li>• How does your business support primary production systems to reduce environmental impacts?</li> <li>• What mitigation strategies has your business put in place to minimize harmful impacts to the environment including supportive/innovative measures to protect the environment (e.g., CO<sup>2</sup> reduction, circular economy, water, and waste management, etc.)?</li> <li>• Does your business ensure efficient use of resources (such as water, energy, and land), adapt to, or build resilience against climate change through awareness building, and innovative services, and products?</li> </ul>	15
<p><b>5. Effectiveness of the proposed budget</b></p> <ul style="list-style-type: none"> <li>• How necessary are the expenditures for the proposed project?</li> <li>• How does this translate to the best value for the money to be spent?</li> <li>• Is there clear indication of how the 40% financial and/or non-financial contribution requirements will be met?</li> </ul>	10
<p><b>TOTAL</b></p>	100
<p><b>Minimum Qualification Score</b></p>	70

#### **4.5 Other - Due Diligence Assessments**

SPC will carry out due diligence on the shortlisted applicants to verify the information provided in the application form. The outcome of these assessments will be used to support the Evaluation Subcommittee with its decision making. The following areas will be assessed:

- Ability to sustain the support provided
- Ability to manage any assets provided through the grant support over their useful life
- Ability to maintain any certification standards that are provided through the grant support
- Ability to report back to SPC in the required format in relation to results of the support provided
- Ability to make the required 40% contribution
- Other operational and risk considerations for the grant
- Business registration verification
- Business license verification
- Financial statement verification



## Part 5: SUBMISSION FORMS

### ANNEX 1 : Application Form



The Sustainable Coastal Fisheries and Aquaculture for Pacific Livelihoods, Food and Economic Security (SCoFA) project looks to strengthen food security, livelihoods and economic and environmental resilience in Pacific island countries and territories through improved and diversified aquaculture practices, and adherence to aquatic biosecurity standards of 22 participating Pacific Island States. Applications from enterprises registered in the following countries will be accepted: American Samoa, Cook Islands, Federated States of Micronesia, Fiji, Guam, Kiribati, Marshall Islands, Nauru, Niue, Northern Mariana Islands, Palau, Papua New Guinea, Samoa, Solomon Islands, Tokelau, Tonga, Tuvalu, Vanuatu, the French Polynesia, Wallis and Futuna, and New Caledonia.

Applicants are required to complete the application form in totality.

***By completing this proposal, you understand and agree to the way in which SPC and its partners and third-party service providers collect and manage your personal information. Information provided in this form may be used for purposes of research on a de-identified basis. For further information on SPC's Privacy Policy and SPC's Guidelines for handling personal information of bidders and grant applicants go to <https://www.spc.int/grants>.***

#### SECTION 1: BUSINESS DETAILS

- a. Please indicate which commodity/commodities, industry/industries your enterprise is engaged in

\_\_\_\_\_.

- b. Please indicate whether you are:

Private aquaculture farmer  Community base aquaculture farmer  Farmer cluster association  Processor  Exporter  NGO  Other: Please specify \_\_\_\_\_.

**c. Pacific Island Country or Territory**

*Indicate the Pacific Island country or territory where the applicant is legally registered.*

<input type="checkbox"/> Cook Islands	<input type="checkbox"/> Nauru	<input type="checkbox"/> Solomon Islands
<input type="checkbox"/> Federated States of Micronesia	<input type="checkbox"/> Niue	<input type="checkbox"/> American Samoa
<input type="checkbox"/> Fiji	<input type="checkbox"/> Palau	<input type="checkbox"/> Tonga
<input type="checkbox"/> Kiribati	<input type="checkbox"/> Papua New Guinea	<input type="checkbox"/> Tuvalu
<input type="checkbox"/> Marshall Islands	<input type="checkbox"/> Samoa	<input type="checkbox"/> Vanuatu
<input type="checkbox"/> Tokelau	<input type="checkbox"/> Guam	<input type="checkbox"/> Northern Mariana Islands
<input type="checkbox"/> Wallis and Futuna	<input type="checkbox"/> French Polynesia	
	<input type="checkbox"/> New Caledonia	

**d. Registered Name of Applicant:**

<i>In the case of community-based farmers or farmer cluster association applications, members will be required to nominate a member of the consortium to complete the application forms on behalf of the consortium. The nominated consortium member will enter their details under "Registered Name of Applicant" above and will add the names of all other consortium members below and attach any relevant supporting documentation.</i>

**e. Trading Name of the Applicant: (if different from above)**

--

**Please provide a valid copy of the Applicant's business registration certificate and business license (refer to section 4.1 - if a business license cannot be provided, please justify reasons in the 'Other comments' below)**

**Other comments**

--

**f. Annual Turnover & Currency, and Employee numbers**

Sales Turnover:  \$ _____ [insert currency]	Male	
	Female	
	Other	
	Disadvantaged	

**g. Authorised persons contact details**

The authorised person is the person who is authorised by the applicant to sign a Grant agreement (representative of the applicant)			
Name:	[insert name of representative]	Title:	[insert title of representative]
Phone number:	[Phone number]	Email:	[email address]

**h. Applicant Profile**

<i>[Please provide a brief overview (maximum 1 page) of your organisation, including its date of establishment, its main activity, a brief description of its business structure and its financial management system or processes.]</i>		
<b>Supporting documents: presentation document of the organisation, governance document, organigram, etc.</b>		
<i>Financial management</i>		
Is your organisation willing and able to provide annual financial records, accounts for verification by SPC?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Is your organization willing and able to provide audited annual financial reports for verification by SPC?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Does your organisation have the financial management structure/system to manage the grants and assets?	<input type="checkbox"/> Yes	<input type="checkbox"/> No

**i. Applicant Address**

Postal Address:	[insert name of representative]	Website:	[insert title of representative]
Phone number:	[Phone number]	Physical address:	[email address]

**j. Independent Certification:**

Please list any third-party certification the business holds (e.g., organics, ISO 22000, HACCP etc.)

Certificate	Issued by	Valid to (date)

**k. Please list any certifications that the enterprise is currently processing**

Certification being processed	Rationale
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**SECTION 2: Evaluation Criteria**

**Criteria 1: Capacity of the enterprise to implement the proposal (50%)**

**a. Organisation and management (1/2-page max)**

Clear description of the key personnel involved in the day-to-day operation of the business, including their experience and area/s of expertise, and any gaps that may exist in your current organizational structure.

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**b. Provide a brief description of your business and products including the businesses' ability to implement your proposal (2 pages max)**

Applicants must demonstrate that sound managerial and financial capability/systems are in place. The applicant can implement the proposed activities and demonstrate commercial viability of its proposed plans within 3-5 years. Furthermore, elaborate on the mitigation of associated risks both, internally and externally to the business.

Business description and products:
Operational management capacity:
Financial management capacity:
Business sustainability:
Business viability:
Succession planning:
Risk mitigation:
Scope for growth of business:

**Criteria 2: Relevance to SCoFA and FAME objectives (10%) (Refer to Section 3.3)**

**a. Objective of the proposal and outputs/target to be achieved (1 page max)**

The proposal is aligned with SCoFA's objectives (refer to 3.3). Please support this section with a business plan if available.

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**6. Description of main activities to be implemented with this proposal (3 pages max)**

Clear identification of the proposed activities, implementation schedules, and how these actions contribute to achieving not only the outputs/targets and objectives of the project but of the business as well.

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**Criteria 3: Social impact, social inclusion, and gender equity (15%)**

**a. Involvement and Social Impact (2 pages max)**

Explain in detail how your aquaculture enterprise contributes to improving food security, increased knowledge (crop production, certification, and standards etc.), income, gender equality, and opportunities for women and youth?

How does your business affect or improve food security?
How does your business contribute to increased knowledge and participation?
How will your business contribute to improved livelihood generation and income?
How does your business address gender equality and social inclusion?
What are the opportunities for women and youth?

**Criteria 4: Environmental Impact (15%)**

**a. Environmental practices including, emissions reduction and energy saving technology (1 page max)**

Please describe in detail how your business supports primary production systems to reduce environmental impacts. What mitigation strategies has your business put in place to minimize harmful impacts to the environment including supportive/innovative measures to protect the environment (e.g., CO2 reduction, circular economy, reforestation, etc.). Applicants must ensure efficient use of resources (such as water, energy, and land), adapt to, or build resilience against climate change through awareness building, and innovative services, and products.

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**Criteria 5: Effectiveness of the proposed budget (10%)**

a. How necessary are the expenditures for the proposed project?

b. How does this translate to the best value for the money to be spent?

c. Please indicate in detail how your business plans to meet the 40% contribution requirements for any proposed support. For financial contributions, please indicate the source of the funding. For non-financial contributions, please indicate the contribution, the value of the contribution, and how you have arrived at the value for the contribution. Please note that you can propose a financial or a non-financial contribution or a combination of both. To give your proposal the best chance of success, we encourage you to propose up to 3 different specific types of financial and/or non-financial contribution, and to make the order in which you would like each proposed contribution considered by SPC clear.

i. Financial Contribution

ii. Non-financial Contribution

\* Please fill in Annex 2 “Budget Form” containing budget for the proposed activities. Provide necessary documents such as quotations to support your budget and to evidence your financial and/or non-financial contribution.

**SECTION 3: SUPPORT REQUESTED AND CONTRIBUTION:**

**Description of support requested:**

Please indicate the kind(s) of assistance or support requested from the SCoFA Project:

- Certification
- Product development
- Technical support in feed, seed and broodstock management
- Business mentoring
- Capacity building through training and workshops
- Equipment

**SECTION 4: DECLARATION**

I hereby certify that I have the authority to submit this proposal on behalf of the applicant and I certify that the above and attached information is true and accurate.

.....  
Signature of CEO/ Managing Director/General Manager/Manager

Date: .....

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**Checklist**

<b>Documents</b>	<b>Description</b>	<b>Check</b>
Application form and attachments	Completed application form and all required attachments	
Financials reports (2021 – 2022 will be accepted)	Copy of financial report	
Business registration	Copy of certificate of registration	
Business license	Copy of business license (refer to section 4.1)	
Business Plan (if available)	Copy of the enterprises business plan, if available.	

## ANNEX 2: Budget Form

## BUDGET – GRANT APPLICATION

The budget must be presented in your local currency. Where possible, supporting documents such as quotations to support the amount being proposed must be included. Applicants must, as part of the grant application, be able to show that they will be in a position to make a financial and/or non-financial contribution of 40% of the value of the total grant awarded. Progress reports will be required to include both SPC and the grantee's contribution.

Title of the action:	<i>[mention the title of the action]</i>		
Item of expenditure	(A)	(B)	(A+B)
	SPC Funding Request	Applicant contribution	Total Costs
<i>Activity 1 - [name of Activity 1] - Project costs</i>			
<i>[Describe precisely the costs required to implement Activity 1. For example, detail the equipment that you would like to propose for purchasing or the certification or product development that you would like to propose.]</i>			
<i>[Describe the costs required to implement Activity 1]</i>			
<i>[Describe the costs required to implement Activity 1]</i>			
<i>[Provide details on every cost]</i>			
<b>Sub-Total Activity 1 Project costs</b>			
<i>[Describe the costs required to implement Activity 2]</i>			
<i>[Describe the costs required to implement Activity 2]</i>			
<i>[Describe the costs required to implement Activity 2]</i>			
<i>[Provide details on every costs]</i>			
<b>Sub-Total Activity 2 Project costs</b>			
<i>[Describe the costs required to implement Activity 3]</i>			
<i>[Describe the costs required to implement Activity 3]</i>			
<i>[Provide details on every costs]</i>			
<b>Sub-Total Activity 3 Project costs</b>			
<b>Grand total of the Action (Activity 1+ 2+3)</b>			

*Other (open section for the applicant)*

*[Insert any other detail related to the budget]*

**For the Applicant:** *[insert name of the organisation]*

Signature:

Name of the applicant's representative: *[insert name of the representative]*

Title: *[insert Title of the representative]*

Date: *[Click or tap to enter a date]*



**ANNEX 3: Social and Environmental Responsibility (SER) Screening Questionnaire**

SER SCREENING QUESTIONNAIRE – GRANT APPLICATION		
<i>1. Labour and Working conditions</i>		
1.1 Will the project present unsafe, indecent or unhealthy working conditions for stakeholders involved?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
1.2 Is there potential for the project to apply adverse discriminatory practices based on religious, racial, gender, disability or political considerations?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<i>2. Climate change</i>		
2.1 Could the project adversely contribute to climate change by generating greenhouse gas emissions, including through deforestation or forest degradation?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
2.2 Could the project negatively affect the resilience to climate change?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<i>3. Resource Efficiency and Pollution Prevention</i>		
3.1 Will the project generate hazardous waste? Is the project likely to lead to environmental damages due to an uncontrolled management of waste?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
3.2 Is the project likely to lead to pollutants release? Are chemicals (including pesticides) likely to be used during the project?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<i>4. Human Rights</i>		
4.1 Is the project likely to negatively impact on the human rights of the affected populations? (e.g. their rights to water, work, health, to a healthy environment, etc.)?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
4.2 Is the project likely to create less favourable treatment of, or discrimination against, any person or group?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<i>5. Impacts on Affected Communities</i>		
5.1 Is there any risk that populations perceive they did not receive enough opportunities to raise their concerns regarding the project?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
5.2 Is there a risk that the project would create or exacerbate conflicts with or within affected populations?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
5.3 Is the project likely to increase community exposure to disease (water borne, water based, water related and vector borne diseases as well as communicable diseases)?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<i>6. Gender</i>		
6.1 Is there a likelihood that the project would have adverse impacts on gender equality, and/or the situation of women and girls?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
6.2 Have community groups/leaders raised gender equality concerns regarding the project during the stakeholder engagement process?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
6.3 Would the project potentially limit women's ability to access or use natural resources upon which they depend for a livelihood?	<input type="checkbox"/> Yes	<input type="checkbox"/> No

7. Resettlement		
7.1 Could the project involve the physical relocation of people? (encompassing displacement as well as planned relocation)	<input type="checkbox"/> Yes	<input type="checkbox"/> No

8. Use of natural resources		
8.1 Could the project lead to adverse impacts on biodiversity or natural habitat?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
8.2 Is the project likely to negatively impact a protected area?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
8.3 Is the project likely to introduce invasive alien species to the project area?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
8.4 Is the project likely to restrict people's access to natural resources and their means of livelihoods?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
8.5 Is the project likely to favour unsustainable exploitation of a renewable resource?	<input type="checkbox"/> Yes	<input type="checkbox"/> No

9. Peoples right and tenure		
9.1 Is the project likely to negatively affect peoples or communities rights: rights of affected populations, including procedural rights such as the right to be consulted or to have access to information, or substantive rights (real or personal) such as the right of access to natural resources or benefit-sharing related to these natural resources (carbon rights, benefits from access to genetic resources ...).	<input type="checkbox"/> Yes	<input type="checkbox"/> No
9.2 Could the project require the relocation of peoples from their homes or lands subject to traditional ownership or customary use?	<input type="checkbox"/> Yes	<input type="checkbox"/> No

10. Cultural heritage		
10.1 Is the project likely to negatively affect cultural heritage?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
10.2 Is the project likely to negatively affect a legally protected cultural heritage area?	<input type="checkbox"/> Yes	<input type="checkbox"/> No

Risk identification table			
<i>If you have answered 'yes' to any of the above questions, please fill in the associated identification and risk assessment table and mention the question identification number.</i>			
Question ID number	Risk Description	Risk assessment	Score the risk level
1.2	<i>[Where applicable describe potential issues, specify activities causing the risk identified. Characterise the identified risk or impacts (likelihood, intensity, duration, reversibility). Indicate the risk localization (local/national/global)]</i>	<i>[Where applicable, identify the remedial actions that would mitigate the identified risk]</i>	<i>[Choose between high, medium and low]</i>
6.3	<i>[insert risk description]</i>	<i>[insert risk assessment]</i>	<i>[Choose]</i>
8.5	<i>[insert risk description]</i>	<i>[insert risk assessment]</i>	<i>[Choose]</i>
Etc.	<i>[insert risk description]</i>	<i>[insert risk assessment]</i>	<i>[Choose]</i>

**For the Applicant:** *[insert name of the organisation]*

Signature:

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**Name of the applicant's representative:** *[insert name of the representative]*

**Title:** *[insert Title of the representative]*

**Date:** *[Click or tap to enter a date]*

## ANNEX 4: Project Risk Identification Form

RISK IDENTIFICATION FORM – GRANT APPLICATION			
<i>Project Risks</i>			
Describe and rank the four most significant risks that could negatively impact the project. Risks are potential future events that have the potential to negatively impact your ability to achieve the project results and could, for example, include financial, environmental or social risks.			
Risk	What is the <b>likelihood</b> (high, medium or low) that the risk will occur?	If the risk occurs, what would the <b>impact</b> (high, medium or low) on the project be?	Mitigation strategy – how will you manage the risk?
<i>[Risk 1 identified]</i>	<i>[Choose between high, medium and low]</i>	<i>[Choose between high, medium and low]</i>	<i>[Describe your mitigation strategy to reduce the likelihood of the risk occurring.]</i>
<i>[Risk 2 identified]</i>	<i>[Choose between high, medium and low]</i>	<i>[Choose between high, medium and low]</i>	<i>[Describe your mitigation strategy to reduce the likelihood of the risk occurring.]</i>
<i>[Risk 3 identified]</i>	<i>[Choose between high, medium and low]</i>	<i>[Choose between high, medium and low]</i>	<i>[Describe your mitigation strategy to reduce the likelihood of the risk occurring.]</i>
<i>[Risk 4 identified]</i>	<i>[Choose between high, medium and low]</i>	<i>[Choose between high, medium and low]</i>	<i>[Describe your mitigation strategy to reduce the likelihood of the risk occurring.]</i>

**For the Applicant:** *[insert name of the organisation]*

Signature:

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Name of the applicant's representative: *[insert name of the representative]*

Title: *[insert Title of the representative]*

Date: *[Click or tap to enter a date]*

## ANNEX 5: Applicant Declaration

The applicant, represented by the undersigned, being the authorised signatory of the applicant, in the context of the present call for grant proposals, representing any co- applicant(s) in the proposed action, hereby declares that:

- The applicant is eligible in accordance with the criteria set out in the Guidelines for Applicants (Part 1, Part 2, Part 3 and Part 4);
- The applicant has sufficient financial capacity to carry out the proposed action or work programme;
- The applicant certifies the legal status of the applicant and of its partners , if any, as reported in the application;
- The applicant is directly responsible for the preparation, management and implementation of the action with the co-applicant(s), if any, and is not acting as an intermediary;
- The applicant (and any co-applicant/s) is not, or are not, in any of the following situations that will exclude them from participating in any SPC grant process or award:
  1. They are bankrupt or being wound up, are having their affairs administered by the courts, have entered into an arrangement with creditors, have suspended business activities, are the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
  2. They have been convicted of an offence concerning their professional conduct by a judgment which has the force of res judicata;
  3. They have been guilty of grave professional misconduct proven by any means which the applicant cannot justify;
  4. They have not fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which they are established, or with those of the country of the applicant, or those of the country where the grant is to be performed;
  5. They have been the subject of a judgment which has the force of res judicata for fraud, corruption, involvement in a criminal organisation or any other illegal activity.

It is recognised and accepted that if the applicant and/or co-applicant(s) (if any) participate notwithstanding being in any of these situations, they may be excluded from the grant process or any future SPC processes.

**For the Applicant:** *[insert name of the organisation]*

Signature:

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Name of the applicant's representative: *[insert name of the representative]*

Title: *[insert Title of the representative]*

Date: *[Click or tap to enter a date]*

## ANNEX 6: Conflict of Interest Declaration

### INSTRUCTIONS TO APPLICANTS

#### *What is a conflict of interest?*

A conflict of interest may arise from economic or commercial interests, political, trade union or national affinities, family, cultural or sentimental ties, or **any other type of relationship or common interest between the applicant and any person connected with SPC** (SPC staff member, consultant or any other expert or collaborator mandated by SPC).

#### *Always declare a conflict*

The existence of a potential or apparent conflict of interest does not necessarily prevent the applicant from taking part in a grant process. **However, the declaration of the existence of such a conflict by the persons involved is essential and allows SPC to take appropriate measures to mitigate it and prevent the associated risks.**

Applicants are therefore invited to declare any situation, fact or link which, to their knowledge, could generate a real, potential or apparent conflict of interest.

#### *Declaration at any time*

Conflicts of interest may arise at any time during the grant award process or the implementation of a project (e.g. new partner in the project) or as a result of a change in personal life (e.g. marriage, inheritance, financial transaction, creation of a company). If such a relationship is found and could be perceived by a reasonable person as likely to influence a decision, a declaration of the situation is necessary. In case of doubt, a conflict situation must be declared.

#### *Declaration for any person involved*

A declaration must be completed for each person involved in the application process (principal representative of the applicant, possible partners, etc.).

#### *Failure*

Failure to declare a potential conflict of interest may result in the exclusion of the applicant from the process or the non-award of a grant.

## DECLARATION

I, the undersigned, *[name of the representative of the applicant]*, acting in the name and on behalf of the organisation *[name of the entity]*, declare that:

<input type="checkbox"/>	To my knowledge, I am not in a conflict-of-interest situation
<input type="checkbox"/>	There is a potential conflict of interest with regard to my <i>[Choose an item]</i> . relationship with <i>[name of the person concerned]</i> in his or her capacity as <i>[mention position/role/personal or family link with the person concerned]</i> , although, to the best of my knowledge, this person is not directly or indirectly involved in any stage of the grant award process
<input type="checkbox"/>	I may be in a conflict of interest with regard to my <i>[Choose an item]</i> relationship with <i>[name of the person concerned]</i> in his or her capacity as <i>position/role/personal or family link with the person concerned]</i> , as this person is, to the best of my knowledge, directly or indirectly linked to the grant award process
<input type="checkbox"/>	To my knowledge, there is another situation that could potentially constitute a conflict of interest: <i>[Describe the situation that may constitute a conflict of interest]</i>

In addition, I undertake to:

- declare, without delay, to SPC any situation that constitutes a potential conflict of interest or is likely to lead to a conflict-of-interest;
- not to grant, seek, obtain or accept any advantage, whether financial or in kind, to or from any person where such advantage constitutes an unfair practice or an attempt at fraud or corruption, directly or indirectly, or constitutes a gratuity or reward related to the award of the contract;
- to provide accurate, truthful and complete information to SPC in connection with this procurement process.

I acknowledge that I and/or my organisation and/or partners who are jointly and severally applying for a grant, may be subject to sanctions, if it is established that false statements have been made or false information has been provided.

**For the Applicant:** *[insert name of the organisation]*

Signature:

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Name of the applicant's representative: *[insert name of the representative]*

Title: *[insert Title of the representative]*

Date: *[Click or tap to enter a date]*

## Part 6: SPC STANDARDS TERMS AND CONDITIONS FOR GRANT AGREEMENT

### 1. LEGAL STATUS OF THE GRANTEE

1.1 Legally, the Grantee has the legal status of an independent entity *vis-à-vis* SPC. The Grantee's personnel and contractors or sub-contractors are not to be considered in any respect employees or agents of SPC.

1.2 Nothing in this Agreement or in the relationship between SPC and the Grantee shall constitute or be construed as creating an employer-employee or principal-agent relationship, partnership, joint venture or any other form of relationship of any kind. The Grantee shall have no authority to act as an agent of SPC; nor shall the Grantee in any way bind LCPS to any contractual agreement or other form of obligation, or hold itself out as an agent of SPC or as having the authority to bind SPC to any contractual agreement or other form of obligation.

### 2. LEGAL STATUS OF THE GRANTEE

The Grantee recognises and respects the status of SPC as an intergovernmental organisation under the 1947 Canberra Agreement.

### 3. PRIVILEGES AND IMMUNITIES

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

### 4. USE OF NAME, EMBLEM OR OFFICIAL SEAL OF SPC

The Grantee shall not use the name, emblem or official seal of SPC, or any abbreviation of the name of SPC without SPC's prior written approval.

### 5. SOURCE OF INSTRUCTIONS

The Grantee will only accept instructions from SPC in the performance of this Agreement. The Grantee will refrain from any action that may adversely affect SPC and will fulfil its commitments with the fullest regard to the interests of SPC. Should any authority external to SPC seek to impose any instructions concerning or restrictions on the Grantee's performance under the Agreement, the Grantee shall promptly notify SPC and provide all reasonable assistance required by SPC.

### 6. GRANTEE'S RESPONSIBILITY FOR EMPLOYEES

The Grantee shall be responsible for the professional and technical competence of its employees and will select, for work under this Agreement, reliable individuals who will perform effectively in the implementation of this Agreement, respect the local customs, and conform to a high standard of moral and ethical conduct. The Grantee shall not discriminate against any person because of race, gender, sexual orientation, impairment or disability, religious or political beliefs, age, marital or relationship status, pregnancy, breastfeeding or other family responsibilities.

### 7. SUB-CONTRACTING

7.1 The Grantee may enter into contracts (for the purchasing of goods, works or services), sub-contracts and other agreements necessary for the implementation of this Agreement.

7.2 However, it is understood that the Grantee shall at all times remain accountable to SPC for the fulfilment of its responsibilities under this Agreement, and for ensuring the successful achievement of the objectives of the project, programme or activity.

7.3 The Grantee shall be responsible for ensuring that all contracts and subcontracts shall be fully consistent with this Agreement and shall not in any way prejudice the implementation of any of its provisions.

7.4 Prior to employing individuals or engaging contractors or subcontractors to perform services under this Agreement, the Grantee agrees, at its own expense, to perform due diligence necessary to ensure compliance with the terms of this Agreement.

### 8. ASSIGNMENT

Except with the prior written consent of SPC, the Grantee may not assign, transfer, pledge or make other disposition of this Agreement or any part thereof, or any of the Grantee's rights, claims or obligations under this Agreement.

### 9. AUTHORITY TO MODIFY

No modification or change, nor waiver of any of this Agreement's provisions or additional contractual relationship of any kind with the Grantee will be valid and enforceable against SPC unless provided by an amendment to this Agreement signed by the authorised official of SPC.

### 10 INSURANCE AND LIABILITIES TO THIRD PARTIES

10.1 SPC shall have no responsibility for the purchase of any insurance which may be necessary in respect to any loss, injury, damage or illness occurring during the execution by the Grantee of the present Agreement.

10.2 The Grantee will hold insurance against all risks in respect of its employees, sub-Grantees, property and equipment used for the execution of this contract, including appropriate worker's compensation for personal injury or death.

10.3 The Grantee will also hold liability insurance in an adequate amount to cover third party claims for any claims arising from or in connection with the provision of services under this Agreement.

10.4 The Grantee shall, upon request, provide SPC with satisfactory evidence of insurance cover as required under this clause.

### 11. AUDIT ACTIVITIES

11.1 The activities implemented by the Grantee under this Agreement may be subject to audits by SPC, which may



include audits of financial transactions and internal controls in relation to the activities carried out by the Grantee.

11.2 The Grantee shall instruct its personnel, including but not limited to its lawyers, accountants, auditors or other advisors, as well as its contractors and subcontractors, to cooperate within reasonable limits with any audits that may be carried out by SPC.

## 12. OFFICIALS NOT TO BENEFIT

The Grantee warrants that no official of SPC has received or will be offered by the Grantee any direct or indirect benefit arising from this Agreement or the award thereof. The Grantee agrees that breach of this provision is a breach of an essential term of this Agreement.

## 13. FRAUD AND CORRUPTION

13.1 SPC requires the Grantee to adhere to the highest standard of ethical conduct and not engage in corrupt, fraudulent, collusive, coercive or obstructive practices.

13.2 The Grantee agrees to bring allegations of corrupt, fraudulent, collusive, coercive or obstructive practices arising in relation to this contract, of which the Grantee has been informed or has otherwise become aware, promptly to the attention of SPC. For purposes of this contract, the following definitions shall apply:

"corruption" means the abuse of entrusted power for private gain. It may include improperly influencing the actions of another party or causing harm to another party. The gain or benefit may be for the person doing the act or for others.

"fraud" means any dishonest act or omission that causes loss or detriment to SPC or results in an unauthorised benefit or advantage to either the person(s) acting or omitting or to a third party. The act or omission can be either deliberate or reckless in relation to the harm caused or the benefit or advantage obtained.

13.3 Any breach of this representation and warranty shall entitle SPC to terminate this contract immediately upon notice to the Grantee, at no cost to SPC.

## 14. SOCIAL AND ENVIRONMENTAL RESPONSIBILITY

14.1 SPC has committed to ethically and sustainably managing social and environmental risks and impacts of its activities through its Social and Environmental Responsibility Policy.

14.2 Accordingly, SPC requires the Grantee to comply with the following obligations.

### Child protection

14.3 The Grantee represents and warrants that neither it, nor any of its suppliers is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child. This includes, among other things, Article 3 which requires the best interests of the child to be a primary consideration in all actions concerning children; Article 32 which protects children from economic exploitation and child labour; and Article 34 which protects children from sexual exploitation and abuse.

Where the Grantee is providing services directly related to or involving children, the Grantee will either have its own Child protection policy in place or use its best endeavours to act in accordance with the principles of SPC's child protection policy.

The Grantee agrees to bring allegations of any abuse or exploitation of children arising in relation to this Agreement, of which the Grantee has been informed or has otherwise become aware, promptly to the attention of SPC.

14.4 Any breach of this representation and warranty shall entitle SPC to terminate this Agreement immediately upon notice to the Grantee, at no cost to SPC.

### Human rights

14.5 The Grantee is committed to respecting, and acting in a manner which avoids infringing on, human rights, and ensures that they are not complicit in human rights abuses committed by others.

14.6 Any breach of this representation and warranty shall entitle SPC to terminate this Agreement immediately upon notice to the Grantee, at no cost to SPC.

### Gender equality and social inclusion

14.7 SPC is committed to progress gender equality and social inclusion in all area of its work. The Grantee is expected to respect gender equality and diversity in the workplace.

14.8 The Grantee is expected to have measures in place to ensure equal pay for work of equal value, to prevent bullying and any forms discrimination; and to ensure a safe workplace environment for women and men of all diversities.

### Sexual harassment, sexual abuse or sexual exploitation

14.9 SPC will not tolerate any form of sexual harassment, abuse or exploitation. The Grantee shall refrain from and shall take all reasonable and appropriate measures to prohibit its employees or other persons engaged and controlled by it from engaging in sexual harassment, sexual abuse and sexual exploitation.

14.10 The Grantee agrees to bring allegations of sexual harassment, sexual abuse or sexual exploitation arising in relation to this Agreement, of which the Grantee has been informed or has otherwise become aware, promptly to the attention of SPC.

14.11 For purposes of this Agreement, the following definitions shall apply:

"sexual harassment" means behaviour that is unwelcome, unsolicited, unreciprocated of a sexual nature. It is behaviour that is likely to offend, humiliate or intimidate.

"sexual abuse" means actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions.

"sexual exploitation" means any actual or attempted abuse of a position of vulnerability, differential power, or trust for sexual purposes. It includes profiting monetarily, socially, or politically from sexual exploitation of another.

14.12 Any breach of this representation and warranty shall entitle SPC to terminate this Agreement immediately upon notice to the Grantee, at no cost to SPC.

#### Environmental responsibility

14.13 The Grantee must ensure a rational use and management of natural resources and ecosystems.

14.14 The Grantee shall use all efforts to prevent or, where not possible, to minimise the impact of their activities towards climate change and damage to the environment.

### 15. ANTI-MONEY LAUNDERING/COUNTER TERRORISM FINANCING

15.1 The Grantee agrees to take all reasonable efforts to ensure that none of the funds received under this Agreement are used for money laundering or for terrorism financing.

15.2 The Grantee agrees that the recipients of any amounts provided by SPC hereunder do not appear on the list maintained by the Security Council Committee established pursuant to resolution 1267 (1999). The list can be accessed via:

<https://scsanctions.un.org/fop/fop?xml=htdocs/resources/xml/en/consolidated.xml&xslt=htdocs/resources/xsl/en/consolidated.xsl>

15.3 For purposes of this Agreement, the following definitions shall apply:

"money laundering" means the conversion or transfer of property, knowing that such property is the proceeds of crime, for the purpose of concealing or disguising the illicit origin of the property or of helping any person who is involved in the commission of the predicate offence to evade the legal consequences of his or her actions, or the concealment or disguise of the true nature, source, location, disposition, movement or ownership of or rights with respect to property, knowing that such property is the proceeds of crime.

"terrorism financing" means directly or indirectly, unlawfully and wilfully, provides or collects funds with the intention that they should be used or in the knowledge that they are to be used, in full or in part, in order to carry out acts of terrorism.

15.4 Any breach of this representation and warranty shall entitle SPC to terminate this Agreement immediately upon notice to the Grantee, at no cost to SPC.

### 16 INDEMNIFICATION

16.1 The Grantee shall indemnify, hold and save harmless, and defend, at its own expense, SPC, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Grantee, or the Grantee's employees, officers, agents or sub-Grantees, in the performance of this contract. This obligation does not extend to actions and omissions of SPC.

16.2 This provision shall extend, inter alia, to claims and liability in the nature of workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other

intellectual property by the Grantee, its employees, officers, agents, servants or sub-Grantees.

16.3 The obligations under this clause do not lapse upon termination of this contract.

### 17 INTELLECTUAL PROPERTY RIGHTS

17.1 SPC is entitled to all intellectual property and other proprietary rights including but not limited to patents, copyrights, and trademarks, with regard to products, or documents and other materials which bear a direct relation to or are produced or prepared or collected in consequence of or in the course of the execution of this contract. This includes derivative works created as a result of products created pursuant to this Agreement.

17.2 At SPC's request, the Grantee shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring them to SPC.

### 18 CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION

18.1 All documents and information relating to this Agreement as well as any other information of which the Grantee becomes aware in the course of performing the Agreement that is not in the public domain must be treated as confidential during and beyond the term of the Agreement. The Grantee shall not be permitted to make use of any such data and information for the Grantee's own purposes.

18.2 The Grantee may not communicate at any time to any other person, Government or authority external to SPC, any information known to it by reason of its association with SPC which has not been made public except with the authorisation of SPC; nor shall the Grantee at any time use such information to private advantage. These obligations do not lapse upon termination of this Agreement.

### 19 CONFLICT OF INTEREST

19.1 The Grantee must take all the necessary measures to prevent any situation of conflict of interest or professional conflicting interest.

19.2 The Grantee must notify SPC in writing as soon as possible of any situation that could constitute a conflict of interest during the performance of this Agreement. The Grantee must immediately take action to rectify the situation. SPC may do any of the following:

verify that the Grantee's action is appropriate,

require the Grantee to take further action within a specified deadline.

### 20 PROTECTION OF PERSONAL DATA

20.1 SPC and the Grantee shall each ensure adequate protection of personal data in accordance with their relevant rules and regulations and in particular SPC's Privacy Policy. The Grantee represents and warrants that it will put in place and maintain appropriate technical and organisational measures to prevent accidental or unlawful destruction or accidental loss, alteration or disclosure of, or unauthorised

access to, personal data in accordance with the best standards. The Grantee shall promptly notify SPC of any known or suspected incident or threat of accidental or unlawful destruction or accidental loss, alteration, unauthorised access or disclosure of personal data, or of any breach of the provisions of this clause. The parties shall consult each other in order to assess, remedy and resolve the situation.

20.2 The Grantee shall notify SPC within five working days of any complaint or claim made by an individual about his or her personal data. The parties shall consult each other before taking any action as a result of or in response to such a complaint or claim. The obligations and restrictions set forth in this section shall remain in effect for the duration of this Agreement, including any extension thereof, unless the parties agree otherwise in writing. Upon termination of this agreement, the Grantee shall return to SPC all personal data collected for the purpose of performing this agreement.

## **21 FORCE MAJEURE AND OTHER CHANGES IN CONDITIONS**

21.1 Force majeure for the purposes of this Agreement means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism, or any other acts of a similar nature or force, provided that such acts arise from causes beyond the control and without the fault or negligence of the Grantee.

21.2 The Grantee should notify SPC within fifteen (15) days of the occurrence of the force majeure event. The Grantee shall also notify SPC of any other changes in conditions or the occurrence of any event which interferes or threatens to interfere with its performance of this Agreement.

21.3 The notice shall include steps proposed by the Grantee to be taken, including any reasonable alternative means for performance that is not prevented by force majeure. On receipt of the notice required under this clause, SPC shall take such action as, in its sole discretion, it considers to be appropriate or necessary in the circumstances, including the granting to the Grantee of a reasonable extension of time in which to perform its obligations under this Agreement.

21.4 If the Grantee is rendered permanently unable, wholly or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Agreement, SPC shall have the right to suspend or terminate this Agreement on the same terms and conditions as are provided for in clause 22 "Termination", except that the period of notice shall be seven (7) days.

## **22 TERMINATION**

22.2 SPC reserves the right to terminate without cause this Agreement, at any time with thirty (30) days written notice to the Grantee, in which case SPC shall reimburse the Grantee for all reasonable costs incurred by the Grantee prior to receipt of the notice of termination.

22.1 Either party may terminate this Agreement for cause, in whole or in part, with fifteen (15) days' written notice to the other party. The initiation of arbitral

proceedings in accordance with clause 18 "Settlement of Disputes" below shall not be deemed a termination of this Agreement.

22.3 In the event of any termination by SPC under this clause, no payment shall be due from SPC to the Grantee except for work and services satisfactorily performed in conformity with the express terms of this Agreement. The Grantee shall take immediate steps to terminate the work and services in a prompt and orderly manner and to minimise losses and further expenditure.

22.4 Should the Grantee be adjudged bankrupt, or be liquidated or become insolvent, or should the Grantee make an assignment for the benefit of its creditors, or should a receiver be appointed on account of the insolvency of the Grantee, SPC may, without prejudice to any other right or remedy it may have, terminate this Agreement forthwith. The Grantee shall immediately inform SPC of the occurrence of any of the above events.

## **23 OBSERVANCE OF THE LAW**

The Grantee must comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the terms of this Agreement.

## **24 SETTLEMENT OF DISPUTES**

24.1 The Parties will use their best efforts to settle amicably any dispute, controversy or claim arising out of, or relating to this Agreement or the breach, termination or invalidity thereof.

24.2 If a dispute is not settled within sixty (60) days of one Party notifying the other of a request for amicable settlement, the dispute can be referred by either Party to arbitration in accordance with the general principles of international law. The arbitration will be governed by the Arbitration Rules of the United Nations Commission on International Trade Law (UNCITRAL) as at present in force. The arbitral tribunal shall have no authority to award punitive damages. 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.