



Registry: EAAFP/2021/040

**THE EAST ASIAN – AUSTRALASIAN FLYWAY PARTNERSHIP SECRETARIAT
2021 WORLD MIGRATORY BIRD DAY SMALL GRANT
FUNDING AGREEMENT**

THIS AGREEMENT is made on **29th March 2021** among, **The East Asian-Australasian Flyway Partnership Secretariat**, (hereinafter referred to as '**EAAFP Secretariat**') and **Friends of Adelaide International Bird Sanctuary (FAIBS)**.

WHEREAS:

The **EAAFP Secretariat** and The **Friends of Adelaide International Bird Sanctuary (FAIBS)** intend to cooperate together for the benefit of the conservation of migratory waterbirds and their habitats, and in furtherance of such co-operation the **EAAFP Secretariat** wishes to contribute towards the cost of a project to promote the World Migratory Bird Day (hereinafter referred to as 'the Project') to be undertaken by The **Friends of Adelaide International Bird Sanctuary (FAIBS)**.

IT IS AGREED as follows:

1. THE PROJECT

- 1.1 The **EAAFP Secretariat** and The **Friends of Adelaide International Bird Sanctuary (FAIBS)** agree to co-operate together for the benefit of the conservation of migratory waterbirds and their habitats, it being mutually agreed that the execution of the Project by The **Friends of Adelaide International Bird Sanctuary (FAIBS)** will make an important contribution to this end.
- 1.2 The parties agree that to the best of their knowledge and belief the Project to be funded under this agreement is for the achievement of outputs that fall within EAAFP's Objectives.
- 1.3 Attached to and forming an integral part of this agreement are:
 - Annex A containing the agreed *Project Description*,
 - Annex B containing the agreed *Project Budget*, and
 - Annex C containing the agreed *Project Payment and Reporting Schedule*,
 - which The **Friends of Adelaide International Bird Sanctuary (FAIBS)** hereby declares it has noted and accepted.
 - The **Friends of Adelaide International Bird Sanctuary (FAIBS)** undertake to adhere to Annexes A, B and C in the execution of the Project and to use the **EAAFP Secretariat's** financial contribution solely for the purposes of the Project. Any amount not specifically used for the purpose stipulated may be recovered by the **EAAFP Secretariat**.
- 1.4 The parties agree that Annexes A, B and C to this agreement can be modified when necessary through the exchange of Contract amendment letters signed on behalf of the parties.



Registry: EAAFP/2021/040

- 1.5 By accepting this finance from the **EAAFP Secretariat**, The **Friends of Adelaide International Bird Sanctuary (FAIBS)** agrees to complete all the work described in Annex A that is scheduled for the duration of this agreement.
- 1.6 The **Friends of Adelaide International Bird Sanctuary (FAIBS)** agree to translate the necessary materials for World Migratory Bird Day in their language and feedback to **EAAFP Secretariat**, and agree that logoes of WMBD and EAAFP have to be included in all printed materials under the Project. And the event has to be registered on the WMBD website: <https://www.worldmigratorybirdday.org/register-your-event>.

2. FUNDING

- 2.1 The **EAAFP Secretariat** agrees to provide funding to The **Friends of Adelaide International Bird Sanctuary (FAIBS)** for the Project on the terms and conditions contained in this agreement.
- 2.2 Where the work detailed in Annex A is sub-contracted to or done concurrently with additional work supported by additional organisations, The **Friends of Adelaide International Bird Sanctuary (FAIBS)** holds the responsibility of notifying all parties and ensuring that there are no conflicts arising between agreed activities. The **Friends of Adelaide International Bird Sanctuary (FAIBS)** is also responsible for ensuring that those sub-contracted to carry out any part of this work agree to and observe in full the various conditions detailed in this document and Annexes.

3. PAYMENTS

- 3.1 The **EAAFP Secretariat** will pay The **Friends of Adelaide International Bird Sanctuary (FAIBS)** a lump sum for the production of the contract services and deliverables, in accordance with the Budget and Payment Schedule set out in Annex B and C. The **Friends of Adelaide International Bird Sanctuary (FAIBS)** will invoice the **EAAFP Secretariat** as set out in Annex C and the **EAAFP Secretariat** agrees to pay such invoices within 30 days, subject to approval of invoices.
- 3.2 If there are any Project funds provided by the **EAAFP Secretariat** which have not been spent on or committed to The **Friends of Adelaide International Bird Sanctuary (FAIBS)**, the subsequent payment will be adjusted accordingly.
- 3.3 On expiry or prior termination of this agreement, any Project funds provided by the **EAAFP Secretariat** which have not been spent on or committed to the Project by The **Friends of Adelaide International Bird Sanctuary (FAIBS)** and will be repaid to the **EAAFP Secretariat** by The **Friends of Adelaide International Bird Sanctuary (FAIBS)**.
- 3.4 Payments to be made by the **EAAFP Secretariat** may be withheld if in the **EAAFP Secretariat's** view satisfactory progress has not been made or technical or financial reports (or Partner Indicators, if applicable) of either the present or any previous funding agreement between the parties has not been received by the due date.
- 3.5 All sums payable under this Agreement by the **EAAFP Secretariat**, unless otherwise stated, are deemed to be inclusive of any duties or taxes payable.

4. REPORTING



Registry: EAAFP/2021/040

4.1 The **Friends of Adelaide International Bird Sanctuary (FAIBS)** will provide Reports to the **EAAFP Secretariat** according to the specifications and schedule as shown in Annex C.

5. FINANCIAL RECORDS AND CONTROL

5.1 The **Friends of Adelaide International Bird Sanctuary (FAIBS)** will use all reasonable endeavours to carry out the Project in the most economical manner and in particular will source goods and services required for the Project in the most cost-effective manner.

6. DISSEMINATION OF PROJECT RESULTS

6.1 The parties agree that as the Project is to be undertaken for the benefit of bird conservation, the results of the Project, including the materials generated from the Project shall be made freely available to anyone with a legitimate interest in using the results for the furtherance of conservation on non-commercial purposes.

7. COMMENCEMENT, DURATION AND TERMINATION

7.1 This agreement will come into effect on the date written at the heading of this agreement and, unless terminated by one of the parties under the provisions of Clause 7.2 below, will expire 6 months after the final payment has been made by the **EAAFP Secretariat** to The **Friends of Adelaide International Bird Sanctuary (FAIBS)**.

7.2 Either party may at any time and for any reason give not less than 3 months' written notice to the other that it wishes to terminate this agreement, at the end of which notice period this agreement will duly terminate.

8. INDEMNITIES

8.1 The **Friends of Adelaide International Bird Sanctuary (FAIBS)** shall be responsible for dealing with any taxes due relating to their costs incurred whilst undertaking the project covered by this agreement.

SIGNED: (date) 6 April, 2021

SIGNED: (date) 4/4/21

Mr. Doug Watkins

For and on behalf of:

**East Asian-Australasian Flyway Partnership
Secretariat**

Name: A. E. WOODS (Secretary FAIBS)

For and on behalf of:

**The Friends of Adelaide International
Bird Sanctuary (FAIBS)**

Australia