

**Implementation Agreement for
ASEAN-German Technical Cooperation
Energy Efficiency and Climate Change
Mitigation in the Land Transport Sector
(EE&CC)**

giz



**Implementation Agreement for
ASEAN-German Technical Cooperation
Energy Efficiency and Climate Change Mitigation in the Land Transport Sector
(EE&CC)**

Table of Contents

	Page
Basis of the Agreement	4
1. Project Objective and Indicators	5
2. Contributions by the Government of the Federal Republic of Germany through GIZ	6
2.1. Provision of experts and associated personnel	6
2.2. Supply of materials and equipment	7
2.3. Capacity development activities	7
3. Contributions by the ASEAN	8
3.1. Provision of experts and associated personnel	8
4. Other Provisions	9
4.1. Management and Administration	9
4.2. Evaluation	10
4.3. Suspension of contributions	10
4.4. Term of agreement	10
4.5. Adjustment of agreement	10
4.6. Termination of agreement	11
4.7. Written form	11
4.8. Agreements with individual implementing organisations	11
4.9. Governing law	11
4.10. Dispute Settlement	11
4.11. Interpretation	12
4.12. Government arrangements	12
4.13. Entry into force, copies	12
Annexes	13

IMPLEMENTATION AGREEMENT

between

**Deutsche Gesellschaft für Internationale
Zusammenarbeit (GIZ) GmbH**
Dag-Hammarskjöld-Weg 1-5
65760 Eschborn, Germany

- hereinafter referred to as "GIZ" -

and

The Association of Southeast Asian Nations (ASEAN)
Jl. Sisingamangaraja No. 70A
12110 Jakarta, Indonesia

- hereinafter referred to as the "ASEAN" -

concerning the project

**ASEAN – German Technical Cooperation: Energy Efficiency
and Climate Change Mitigation in the Land Transport Sector
(EE&CC)**

- hereinafter referred to as the "Project" –

"Project" means technical assistance project between GIZ and the ASEAN with respect to support ASEAN Member States (AMS) but focused to five out of ten AMS (Indonesia, Malaysia, Philippines, Thailand and Vietnam) to develop, implement and monitor strategies and action plans toward the improvement of energy efficiency and the reduction of greenhouse gas emissions in the land transport sector.

(GIZ and the ASEAN shall hereinafter be referred to as the "Parties"; the "Party" means any of the Parties.)

Basis of the Agreement

The following shall form the basis of this Agreement:

- Exchange of Notes between the Government of the Federal Republic of Germany and ASEAN on Technical Cooperation concerning "ASEAN – German Technical Cooperation on Energy Efficiency and Climate Change Mitigation in the Land Transport Sector in the ASEAN Region" concluded on 17 October 2013 as described in Annex 1 ("Exchange of Notes"); and
- Confirmation letter from the Government of Thailand as host country for the Project as described in Annex 2.

Pursuant to the paragraph 5 of Annex 1, details of the Project are to be laid down in an agreement between GIZ and ASEAN. GIZ is acting in execution of the commission with which it has been charged by the Government of the Federal Republic of Germany to implement the Project.

1. Project Objective and Indicators

The **objective** of this Project is:

"Strategies and action plans towards the improvement of energy efficiency and reduction of greenhouse gas emissions for the land transport sectors are developed, implemented and monitored ("MRV")".

The **indicators** to measure the achievement of the objective are:

- guidelines and templates for national policies and action plans are adopted by relevant ASEAN bodies and applied by the member states;
- action plan and measures (e.g. Nationally Appropriate Mitigation Actions (NAMAs), low-carbon strategies) are initiated in five countries and implemented according to national plans in at least three ASEAN Member States; and
- relevant ASEAN bodies (environment, climate change and transport) agree on a regional policy to increase energy efficiency and reduce greenhouse gas ("GHG") emissions in the land transport sector.

Monitoring systems will also be introduced by GIZ and ASEAN to follow-up implementation compliance.

GIZ and ASEAN are jointly committed to this objective.

2. Contributions to the Project by the Government of the Federal Republic of Germany through GIZ

Pursuant to the Exchange of Notes, the Government of the Federal Republic of Germany shall provide GIZ with up to 2,500,000 EUR (in words: two million and five hundred thousand Euros) for the German contribution, as referred to in Paragraphs 2.1; 2.2; and 2.3. This amount shall include the costs incurred by the German Implementing Organisation, which in this case is GIZ.

GIZ shall bear the operational and/or administrative costs associated with the processing of the German contribution to the Project.

GIZ shall be responsible for all matters relating to financial management, including the commitment and disbursement of funds, financial accounting and reporting of the German contribution to the Project.

GIZ shall provide technical assistance to all project implementing agencies, partners and beneficiaries in the form of advisory services and targeted capacity development measures.

2.1 Provision of experts and associated personnel

GIZ shall make available for the Project:

- one (1) seconded expert as team leader for up to 36 person months) on regional and national strategy development, also to be responsible for the management of the German contribution and who shall, at the same time, be the leader of the team of experts made available for this Project for the duration of the phase described in Paragraph 4.4. below;
- up to 2 long-term experts for a period of up to 36 person months as advisors for the development of national action plans and monitoring systems;

The period of secondment of the aforementioned experts shall also include annual leave in accordance with the provision of German laws.

- up to five (5) national experts in the project countries for the preparation of emission reduction plans, monitoring and evaluation (up to 180 expert months);
- up to two (2) regional project administrative staff (in total up to 72 person months);
- up to five (5) national project support staff (in total up to 180 person months);
- international, regional and local experts of up to approximately 30 expert-months; and
- sufficient funds to organise local, national and regional workshops for project implementation and dissemination of experiences.

If the need arises, the present personnel concept may be adjusted, subject to approval by GIZ and ASEAN.

2.2 Supply of materials and equipment

GIZ shall supply the following items to equip the technical infrastructure of the project:

- 1 (one) project vehicle;
- computers and accessories; and
- media (e.g. posters, leaflets, publications).

Since the Project will be located in Bangkok, Thailand, all Project equipment delivered to or purchased there will be the property of the Kingdom of Thailand and shall be exclusively used for the Project. Equipment bought in other countries will be the property of the respective countries and shall be exclusively used for the Project.

2.3 Capacity Development Activities

GIZ shall support information and knowledge management in the region and provide technical, managerial and other requested capacity development measures (e.g. training, workshops) related to energy efficiency and climate change mitigation issues to the ASEAN Member States and ASEAN in order to achieve the objective of the Project. In particular, GIZ and ASEAN shall jointly:

- establish a Project organisational structure, including an office in Thailand;
- establish regional and country steering bodies;
- prepare and organise national and international workshops;
- support and assist the development of guidelines and templates for regional policies and action plans;
- support and assist the development of guidelines and templates for national policies and action plans at the level of Member States;
- promote the use of local and regional know-how; and
- provide recommendation on energy efficiency and climate change mitigations in the land transport sector.

3. Contributions to the Project by ASEAN

3.1. Provision of experts and associated personnel

For the purposes of this Agreement, ASEAN shall assign:

- the Infrastructure Division of the ASEAN Economic Community Department of ASEAN Secretariat ("Infrastructure Division") to provide possible support and assistance to ensure the implementation of Project activities. The support includes, among others:
 - provide support to the ASEAN Land Transportation Working Group ("LTWG") in coordinating the implementation of the Project;
 - provide coordination with other ASEAN Working Groups, particularly the ASEAN Working Group on Climate Change ("AWGCC") and ASEAN Working Group on Environmentally Sustainable Cities ("AWGESC");
 - provide support and assistance to the establishment and operation of a local office for the project in one of ASEAN Member States; and
 - take an active part in the steering committee meetings when ever appropriate, at least once a year.

In consultation with the Senior Transport Officials Meeting ("STOM") and the ASEAN Transport Ministers Meeting ("ATM"), ASEAN shall support the Member States in providing available information and documentation necessary to the undertaking of the Project, upon request. ASEAN shall also support the Member States to appoint focal points who shall liaise with the Project regarding all project-related matters and activities to be implemented in the Member States (including regional activities) as well as to participate in regional meetings and events within the framework of the Project.

4. Other Provisions

4.1. Management and Administration

The implementation of the project shall be jointly supported by the ASEAN Infrastructure Division under the ASEAN Economic Community Department and the Project Management of GIZ.

Specific management arrangements shall be elaborated through close consultations between GIZ and the Infrastructure division. Further, consultations with the STOM, facilitated through the Infrastructure Division, shall provide strategic guidance and ensure a demand-oriented approach for the Project.

Further, consultations with the STOM, facilitated through the ASEAN Secretariat, shall provide strategic guidance and ensure a demand-oriented approach for the Project.

a. Project Steering Committee

- a Project Steering Committee ("PSC") shall be established to provide policy guidance and coordination between ASEAN, LTWG, AWGCC, AWGESC and the GIZ in the planning and implementation of activities related to the Project;
- the PSC shall be chaired by the Deputy Secretary-General for ASEAN Economic Community or his/her authorised representative. The PSC shall comprise of representatives of the ASEAN Secretariat, members of the LTWG, AWGCC, AWGESC and GIZ; and
- the PSC shall regularly meet to monitor the progress of the Project implementation and provide guidance for a successful implementation of Project activities. The PSC meeting shall be convened every year or whenever necessary to discuss the emerging implementation issues and make decisions to ensure efficiency and timely implementation of project activities.

b. Project Office

- a Project Office shall be established and located in Thailand as host country of the Project. Details of roles and responsibilities of the host country has been stipulated in the Confirmation Letter from the Government of Thailand referred to above as Annex 2;
- the Project Office in Bangkok, to be represented by the appointed team leader of the project shall take overall responsibility in the implementation of the project, including financial management and accountability.

c. Reporting

GIZ in consultation with ASEAN shall prepare and submit project progress reports to the PSC regularly. GIZ should also present the progress of the implementation of the Project to the LTWG, AWGCC, AWGESC and STOM, in its regular meetings.

GIZ shall submit the completion report to ASEAN and the Chair of LTWG within one month after the completion of the Project.

The LTWG Chair shall report the completion of the Project as well as the evaluation report submitted by the GIZ appraisers to the STOM.

4.2. Evaluation

GIZ and/or the ASEAN may undertake an evaluation of the Project during or after implementation of this Agreement. For the purpose of the aforementioned evaluation, GIZ shall provide independent expert(s)/appraiser(s) to the Project. All relevant parties shall participate in the evaluation. They shall in all cases assist the expert(s)/appraiser(s) in their work and allow them to examine all necessary project-related documents.

All parties shall be informed of the results of the evaluation by means of a report.

4.3. Suspension of contributions

GIZ and/or the ASEAN may suspend their contributions if:

- Any of the Parties fails to fulfil its respective obligations under this Agreement or under any arrangements in respect to this Agreement; or
- Circumstances, namely political decisions and directives, changes in political positions and priorities, but also natural disasters, arise which preclude, or place in considerable jeopardy, the objective of the Project described in Paragraph 1 above.

If one of the circumstances described in Paragraph 4.3. arises and is not remedied by the defaulting Party within a time-limit to be agreed upon by the Parties ("Remedy Period"), the non-defaulting Party may prematurely terminate this Agreement in accordance with Paragraph 4.6. of this Agreement.

4.4. Term of agreement

This Agreement shall be valid for the duration commencing on the date of the signing of this Agreement until 31 December 2014.

The Agreement may be extended by mutual consent of both Parties in writing.

4.5. Amendment of agreement

GIZ and the ASEAN may adjust any provisions under this Agreement by mutual consent at any stage during the implementation of the Project. Any adjustment shall be made in writing and signed by both Parties. All the addenda to the Agreement shall constitute an integral and inseparable part of this Agreement.

The Party submitting their request for an amendment shall submit that request to the other Party at least 3 (three) months before the amendment is intended to enter into force.

4.6. Termination of agreement

GIZ may unilaterally terminate this Agreement if the commission with which it has been charged by the Government of the Federal Republic of Germany is withdrawn.

The ASEAN may unilaterally terminate this Agreement if the mandate with which it has been charged in connection with the Project by the ASEAN Member States is withdrawn.

The Party terminating the Agreement under this article may do so by giving at least 1 (one) month prior written notice to the other Party. Such termination shall not prejudice any obligation or liability which has arisen or otherwise existing prior to the termination by the terminating Party.

4.7. Written form

Amendments and additions to this Agreement, and any other important declarations and communication of significance to the execution of this Agreement, shall be made in writing. In the case of declarations and communications to GIZ, it shall suffice for them to be received by the Team Leader referred to in Paragraph 2.1. In the case of declarations and communication to the ASEAN Secretariat, it shall suffice for them to be received by the Head of the Infrastructure Division.

4.8. Agreements with individual implementing organisations

The Team Leader and other implementing organisations may together conclude a supplementary agreement on additional details concerning the execution of the Project (e.g. on the basis of the Work Plans with participating Member State agencies), or in any other suitable way lay down those details in writing and, where necessary, adjust any such agreement to take into account developments in the Project. All such cases shall be subject to the agreement by the ASEAN or endorsement of the Project Steering Committee.

Cases which go beyond the scope of the agreed capacity development activities according to Paragraph 2.3 shall be subject to the agreement by ASEAN or endorsement of the PSC.

4.9. Governing law

This Agreement shall be governed by the laws and regulations applicable in the Federal Republic of Germany.

4.10. Dispute Settlement

In case of any difference with regard to the interpretation and implementation of this Agreement, the parties shall resolve the dispute amicably through negotiations and consultations between the Parties. In the event that any claim or dispute arising from the execution of this Agreement cannot be settled amicably within 45 days from the date of the first written communication of the claim by the Party to the other, such claim or dispute shall be settled through arbitration. The arbitration shall be conducted in English language in accordance with the UNCITRAL Model Law of arbitration. The arbitration panel shall meet in Jakarta, Indonesia.

4.11. Interpretation

In the event of any inconsistency or conflict between the provisions in the Annexes and the provisions of this Agreement, the provisions of this Agreement shall prevail.

4.12. Government arrangements

As to the rest, the Exchange of Notes between the ASEAN Secretariat and the Government of the Federal Republic of Germany concluded on 17 October 2013 (see Annex 1) referred to at the beginning of this Agreement, shall also apply to this Agreement.

4.13. Entry into force, copies

This Agreement shall be drawn up in three originals in the English language.

Annexes

1. Exchange of Notes between the Government of the Federal Republic of Germany and the ASEAN on Technical Cooperation, concluded on 17 October 2013;
2. Confirmation Letter from the Government of the Federal Republic of Germany and the Kingdom of Thailand concerning the hosting of the project in Thailand.



Embassy of the
Federal Republic of Germany
Jakarta

Ref.: WZ-10-440.06/13
Note No.: 1 /2012
Encl.: 1 in two languages

THE ASEAN SECRETARIAT		
RECEIVED 09	FAXMAIL 5	
DATE 16/1/12	TIME 14.00	
BY ESD		
DESTINATION	ACTION	INFO
SSG		SG
SPN		MCA
DMK		KCA
		SPP
		TDP
COMMENT:		LMS

RIM

VERBAL NOTE

The Embassy of the Federal Republic of Germany presents its compliments to the Secretariat of the Association of Southeast Asian Nations (ASEAN) and has the honour to submit enclosed the originals of H.E. Ambassador Dr. Norbert Baas' note dated 11 January 2012 concerning the project

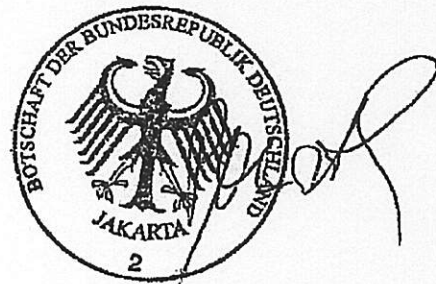
'Energy Efficiency and Climate Change Mitigation in the Land Transport Sector'

proposing the conclusion of a project agreement by exchange of notes.

The Embassy would appreciate receiving the note in reply thereto in order to constitute the arrangement at the Department's earliest convenience. //

The Embassy of the Federal Republic of Germany avails itself of this opportunity to renew to the Secretariat of the Association of Southeast Asian Nations the assurance of its highest consideration.

Jakarta, 12 January 2012



To the
Secretariat of the
Association of Southeast Asian Nations (ASEAN)
Jakarta

Jakarta, 11 January 2012

Your Excellency, dear Mr. Secretary-General,

I have the honour to refer to the technical cooperation commitment transmitted by Note Verbale No. 14/2011 of 22 September 2011 from the Embassy of the Federal Republic of Germany, and to propose on behalf of the Government of the Federal Republic of Germany that the following Arrangement concerning the project Energy Efficiency and Climate Change Mitigation in the Land Transport Sector be concluded between the Federal Republic of Germany and the Association of Southeast Asian Nations, hereinafter referred to as ASEAN:

1. The Government of the Federal Republic of Germany and ASEAN shall jointly promote the project Energy Efficiency and Climate Change Mitigation in the Land Transport Sector.
2. The overall aim of the project is to develop and implement a shared strategy, national allocation plans and packages of measures to increase energy efficiency in the land transport sector with a view to climate change mitigation.
3. The Government of the Federal Republic of Germany shall make available contributions for the project totalling up to 2,500,000 euro in the form of personnel, inputs and, where appropriate, financial contributions. It shall charge the Deutsche Gesellschaft für Internationale Zusammenarbeit (GIZ) with implementation.
4. ASEAN shall be the project's management and implementation partner. The ASEAN Secretariat shall provide support for the implementation of the project in the member states. The ASEAN Land Transport Working Group shall be responsible for coordinating the implementation of the project.

His Excellency Dr. Surin Pitsuwan
Secretary-General
Association of South East Asian Nations
ASEAN Secretariat
Jl. Sisingamangaraja No. 70-A,
12110 Jakarta

5. Details of the project and of the contributions and obligations shall be laid down in an implementation agreement and, where appropriate, financing agreement, to be concluded between GIZ and ASEAN for the project, which shall be subject to the laws and regulations applicable in the Federal Republic of Germany. A detailed work plan shall be jointly drawn up by the relevant ASEAN sectoral bodies and GIZ.
6. If the project is not implemented at all, or only in part, it may be replaced by other projects provided the Government of the Federal Republic of Germany and ASEAN so agree.
7. The commitment of the Government of the Federal Republic of Germany for the project shall lapse without replacement if the implementation and financing agreements referred to in paragraph 5 above are not concluded within a period of eight years after the year in which the commitment was made. For the commitment for this project, without prejudice to the provisions of paragraph 6 above, this deadline shall be 31 December 2019.
8. ASEAN shall arrange for appropriate support and assistance for the establishment and operation of a project office. The project office shall assume responsibility for project implementation, including financial management and accounting.
9. This Arrangement shall be concluded in the German and English languages, both texts being equally authentic.

If ASEAN agrees to the proposals contained in paragraphs 1 to 9 above, this Note and the Note in reply thereto expressing the agreement of the Association of Southeast Asian Nations shall constitute an Arrangement between the Government of the Federal Republic of Germany and ASEAN, which shall enter into force on the date of your Note in reply.

Please accept, Secretary-General, the assurance of my highest consideration.

Jakarta, den 11. Januar 2012

Gz.: WZ-440-06.13

Exzellenz, Herr Generalsekretär,

ich beehre mich, Ihnen im Namen der Regierung der Bundesrepublik Deutschland unter Bezugnahme auf die mit der Verbalnote der Botschaft der Bundesrepublik Deutschland Nummer 14/2011 vom 22. September 2011 übermittelte Zusage in der Technischen Zusammenarbeit folgende Vereinbarung zwischen der Regierung der Bundesrepublik Deutschland und dem Verband südostasiatischer Nationen, nachstehend ASEAN genannt, über das Vorhaben „Energieeffizienz und Klimaschutz im Landverkehrssektor“ vorzuschlagen:

1. Die Regierung der Bundesrepublik Deutschland und ASEAN fördern gemeinsam das Vorhaben „Energieeffizienz und Klimaschutz im Transportsektor“.
2. Gesamtziel des Vorhabens ist es, eine gemeinsame Strategie, nationale Allokationspläne und Maßnahmenpakete zur Steigerung der Energieeffizienz im Landtransportsektor im Hinblick auf den Klimaschutz zu entwickeln und umzusetzen.
3. Die Regierung der Bundesrepublik Deutschland stellt für das Vorhaben Personal- und Sachleistungen sowie gegebenenfalls Finanzierungsbeiträge im Gesamtwert von bis zu 2 500 000 Euro zur Verfügung. Sie beauftragt mit der Durchführung die Deutsche Gesellschaft für Internationale Zusammenarbeit (GIZ).
4. ASEAN ist der Leitungs- und Durchführungspartner des Vorhabens. Das ASEAN-Sekretariat unterstützt die Durchführung und Umsetzung des Projektes in den Mitgliedstaaten. Die ASEAN-Arbeitsgruppe für Landverkehr ist für die Koordinierung der Durchführung und Umsetzung des Vorhabens verantwortlich.

His Excellency Dr. Surin Pitsuwan
Secretary-General
Association of South East Asian Nations
ASEAN Secretariat
Jl. Sisingamangaraja No. 70-A,
12110 Jakarta

5. Einzelheiten des Vorhabens und der zu erbringenden Leistungen und Verpflichtungen werden in einem Durchführungs- sowie gegebenenfalls Finanzierungsvertrag festgelegt, die zwischen der GIZ und ASEAN für das Vorhaben abgeschlossen werden und den in der Bundesrepublik Deutschland geltenden Rechtsvorschriften unterliegen. Ein detaillierter Arbeitsplan des Vorhabens wird gemeinsam von den zuständigen sektoralen ASEAN-Gremien und der GIZ ausgearbeitet.
6. Das Vorhaben kann, falls es nicht oder nur teilweise durchgeführt wird, in Übereinstimmung zwischen der Regierung der Bundesrepublik Deutschland und ASEAN durch andere Vorhaben ersetzt werden.
7. Die Zusage der Regierung der Bundesrepublik Deutschland für das Vorhaben entfällt ersatzlos, soweit nicht innerhalb von acht Jahren nach dem Zusagejahr der unter Nummer 5 genannte Durchführungsvertrag, sowie gegebenenfalls Finanzierungsvertrag geschlossen wurden. Für die Zusage dieses Vorhabens endet diese Frist, unbeschadet der Regelung unter Nummer 6, mit Ablauf des 31. Dezember 2019.
8. ASEAN sorgt für eine geeignete Unterstützung und Hilfe bei der Einrichtung und dem Betrieb eines Projektbüros für das Vorhaben. Das Projektbüro übernimmt die Verantwortung für die Implementierung des Vorhabens, einschließlich des Finanzmanagements und der Rechenschaftspflicht.
9. Diese Vereinbarung wird in deutscher und englischer Sprache geschlossen, wobei jeder Wortlaut gleichermaßen verbindlich ist.

Falls sich ASEAN mit den unter den Nummern 1 bis 9 gemachten Vorschlägen einverstanden erklärt, werden diese Note und die das Einverständnis des Verbands südostasiatischer Nationen zum Ausdruck bringende Antwortnote eine Vereinbarung zwischen der Regierung der Bundesrepublik Deutschland und ASEAN bilden, die mit dem Datum Ihrer Antwortnote in Kraft tritt.

Genehmigen Sie, Herr Generalsekretär, die Versicherung meiner ausgezeichnetsten Hochachtung.



Botschaft der
Bundesrepublik Deutschland
Jakarta

Ref.: WZ-10-440.06/13
Note No.: 10 / 2012
Encl.: 1 in two languages

VERBAL NOTE

The Embassy of the Federal Republic of Germany presents its compliments to the Secretariat of the Association of Southeast Asian Nations (ASEAN), and has the honour to refer to its Verbal Note No 1/2012, dated 12. January 2012, and to ASEAN's requests for amendments concerning the project Energy Efficiency and Climate Change Mitigation in the Land Transport Sector in ASEAN.

The Embassy has the honour to attach hereto original Notes in English and German and would appreciate receiving the Note in reply expressing ASEAN's agreement at the Secretariat's earliest convenience.

The Embassy of the Federal Republic of Germany avails itself of this opportunity to renew to the Secretariat of the Association of Southeast Asian Nations the assurance of its highest consideration.

Jakarta, 23 October 2012



To the
Secretariat of the
Association of Southeast Asian Nations (ASEAN)
Jakarta

THE AMBASSADOR

Jakarta, 23 October 2012

OF THE FEDERAL REPUBLIC OF GERMANY

Ref.: 440.06/13

Mr Secretary-General,

I have the honour to refer to the technical cooperation commitment transmitted by Note Verbale No. 14/2011 of 22 September 2011 from the Embassy of the Federal Republic of Germany, and to propose on behalf of the Government of the Federal Republic of Germany that the following Arrangement concerning the project Energy Efficiency and Climate Change Mitigation in the Land Transport Sector be concluded between the Federal Republic of Germany and the Association of Southeast Asian Nations, hereinafter referred to as ASEAN:

1. The Government of the Federal Republic of Germany and ASEAN shall jointly promote the project Energy Efficiency and Climate Change Mitigation in the Land Transport Sector.
2. The overall aim of the project is to develop and implement a shared strategy, national action plans and packages of measures to increase energy efficiency in the land transport sector with a view to climate change mitigation.
3. The Government of the Federal Republic of Germany shall make available contributions for the project totalling up to 2,500,000 euro in the form of personnel, inputs and, where appropriate, financial contributions. It shall charge the Deutsche Gesellschaft für Internationale Zusammenarbeit (GIZ) with implementation.
4. ASEAN shall be the project's management and implementation partner. The ASEAN Secretariat shall provide support for the implementation of the project in the member states. The ASEAN Land Transport Working Group shall be responsible for coordinating the implementation of the project.

5. Details of the project and of the contributions and obligations shall be laid down in an implementation agreement and, where appropriate, financing agreement, to be concluded between GIZ and ASEAN for the project, which shall be subject to the laws and regulations applicable in the Federal Republic of Germany. A detailed work plan shall be jointly drawn up by the relevant ASEAN sectoral bodies and GIZ.
6. If the project is not implemented at all, or only in part, it may be replaced by other projects provided the Government of the Federal Republic of Germany and ASEAN so agree.
7. The commitment of the Government of the Federal Republic of Germany for the project shall lapse without replacement if the implementation and financing agreements referred to in paragraph 5 above are not concluded within a period of eight years after the year in which the commitment was made. For the commitment for this project, without prejudice to the provisions of paragraph 6 above, this deadline shall be 31 December 2019.
8. ASEAN shall arrange for appropriate support and assistance for the establishment and operation of a project office. The project office shall assume responsibility for project implementation, including financial management and accountability.
9. This Arrangement shall be concluded in the German and English languages, both texts being equally authentic.

If ASEAN agrees to the proposals contained in paragraphs 1 to 9 above, this Note and the Note in reply thereto expressing the agreement of the Association of Southeast Asian Nations shall constitute an Arrangement between the Government of the Federal Republic of Germany and ASEAN, which shall enter into force on the date of your Note in reply.

Accept, Mr. Secretary-General, the assurance of my highest consideration.

Jakarta, den 23. Oktober 2012

Gz.: 440.06/13

Herr Generalsekretär,

ich beehre mich, Ihnen im Namen der Regierung der Bundesrepublik Deutschland unter Bezugnahme auf die mit der Verbalnote der Botschaft der Bundesrepublik Deutschland Nummer 14/2011 vom 22. September 2011 übermittelte Zusage in der Technischen Zusammenarbeit folgende Vereinbarung zwischen der Regierung der Bundesrepublik Deutschland und dem Verband südostasiatischer Nationen, nachstehend ASEAN genannt, über das Vorhaben „Energieeffizienz und Klimaschutz im Landtransportsektor“ vorzuschlagen:

1. Die Regierung der Bundesrepublik Deutschland und ASEAN fördern gemeinsam das Vorhaben „Energieeffizienz und Klimaschutz im Landtransportsektor“.
2. Gesamtziel des Vorhabens ist es, eine gemeinsame Strategie, nationale Aktionspläne und Maßnahmenpakete zur Steigerung der Energieeffizienz im Landtransportsektor im Hinblick auf den Klimaschutz zu entwickeln und umzusetzen.
3. Die Regierung der Bundesrepublik Deutschland stellt für das Vorhaben Personal- und Sachleistungen sowie gegebenenfalls Finanzierungsbeiträge im Gesamtwert von bis zu 2 500 000 Euro zur Verfügung. Sie beauftragt mit der Durchführung die Deutsche Gesellschaft für Internationale Zusammenarbeit (GIZ).
4. ASEAN ist der Leitungs- und Durchführungspartner des Vorhabens. Das ASEAN-Sekretariat unterstützt die Durchführung und Umsetzung des Projektes in den Mitgliedstaaten. Die ASEAN-Arbeitsgruppe für Landtransport ist für die Koordinierung der Durchführung und Umsetzung des Vorhabens verantwortlich.
5. Einzelheiten des Vorhabens und der zu erbringenden Leistungen und Verpflichtungen werden in einem Durchführungs- sowie gegebenenfalls Finanzierungsvertrag festgelegt,

die zwischen der GIZ und ASEAN für das Vorhaben abgeschlossen werden und den in der Bundesrepublik Deutschland geltenden Rechtsvorschriften unterliegen. Ein detaillierter Arbeitsplan des Vorhabens wird gemeinsam von den zuständigen sektoralen ASEAN-Gremien und der GIZ ausgearbeitet.

6. Das Vorhaben kann, falls es nicht oder nur teilweise durchgeführt wird, in Übereinstimmung zwischen der Regierung der Bundesrepublik Deutschland und ASEAN durch andere Vorhaben ersetzt werden.
7. Die Zusage der Regierung der Bundesrepublik Deutschland für das Vorhaben entfällt ersatzlos, soweit nicht innerhalb von acht Jahren nach dem Zusagejahr der unter Nummer 5 genannte Durchführungsvertrag, sowie gegebenenfalls Finanzierungsvertrag geschlossen wurden. Für die Zusage dieses Vorhabens endet diese Frist, unbeschadet der Regelung unter Nummer 6, mit Ablauf des 31. Dezember 2019.
8. ASEAN sorgt für eine geeignete Unterstützung und Hilfe bei der Einrichtung und dem Betrieb eines Projektbüros für das Vorhaben. Das Projektbüro übernimmt die Verantwortung für die Implementierung des Vorhabens, einschließlich des Finanzmanagements und der Rechenschaftspflicht.
9. Diese Vereinbarung wird in deutscher und englischer Sprache geschlossen, wobei jeder Wortlaut gleichermaßen verbindlich ist.

Falls sich ASEAN mit den unter den Nummern 1 bis 9 gemachten Vorschlägen einverstanden erklärt, werden diese Note und die das Einverständnis des Verbands südostasiatischer Nationen zum Ausdruck bringende Antwortnote eine Vereinbarung zwischen der Regierung der Bundesrepublik Deutschland und ASEAN bilden, die mit dem Datum Ihrer Antwortnote in Kraft tritt.

Genehmigen Sie, Herr Generalsekretär, die Versicherung meiner ausgezeichnetsten Hochachtung.



ASSOCIATION OF SOUTHEAST ASIAN NATIONS
SECRETARIAT-GENERAL

Ref: APSC/ER.1/218/Germany/EE&CCMLT/(001)

17 October 2013

H.E. Dr. Georg Witschel
Ambassador to ASEAN
Embassy of the Federal Republic of Germany
JAKARTA

Excellency,

Subject: Energy Efficiency and Climate Change Mitigation in the Land Transport Sector

Reference is made to your letter Ref. WZ-10440-06/13 dated 23 October 2012 proposing, on behalf of your Government, the conclusion of an Arrangement between ASEAN and the Government of the Federal Republic of Germany concerning the project on "Energy Efficiency and Climate Change Mitigation in the Land Transport Sector".

In this regard, I have the honour to inform you that ASEAN agrees to the proposed terms and conditions contained in the paragraphs 1 to 9 of your letter.

We would like to express our appreciation to the Government of the Federal Republic of Germany for the continued support and assistance rendered to ASEAN in the field of energy efficiency and climate change mitigation.

Please accept, Excellency, the renewed assurances of my highest considerations

One Vision, One Identity, One Community



Ref.: 01/12

Dr. Supat Wangwongwatana
The Secretary General
Office of Natural Resources and
Environmental Policy and Planning
60/1 Soi Phiboon Wattana 7,
Rama VI Road, Sam Sen Nai
Phayathai District
Bangkok 10400

Bangkok, 30 January 2012

**ASEAN-German Technical Cooperation -
Climate Change Mitigation in the Land Transport Sector in the ASEAN Region –
Our meeting on 26 January 2012**

Dear Dr. Supat,

Thank you for giving us the opportunity to discuss the new regional project on " Climate Change Mitigation in the Land Transport Sector in the ASEAN Region" in your office on 26 January 2012.

I highly appreciate your offer to host the regional project office. As mentioned during our meeting, the project will support the development and implementation of action plans in order to reduce greenhouse gas emissions from the transport sector in Thailand. The project will work closely with ONEP, OTP, and TGO as well as with other relevant organisations.

In order to implement the regional project, it is planned that GIZ, financed by the German Federal Ministry for Economic Cooperation and Development (BMZ), will provide the following inputs:

- up to 3 seconded international experts for a period of up to 3 years,
- national professional and supporting staff in Thailand and other member states of up to 100 expert-months,
- international, regional and local short-term experts of up to approximately 30 expert-months and
- sufficient funds to organise regional, national and local workshops on project implementation and dissemination of experiences.

During our meeting, I was very pleased to learn that you have already assigned Dr. Woranuch Emmanoch as contact person as well as office space on the 7th floor of your building. I am confident that you will also

- provide sufficient number of additional technical and supporting personnel as required and operational funds to support the implementation of jointly agreed project activities in Thailand,
- account for the operational costs of the office (e.g. electricity and domestic telephone charges),
- support the necessary legal procedures to start the project in Thailand (TICA, Immigration, customs), and
- coordinate between stakeholders.



Since the start of the two ASEAN-German Technical Cooperation projects "Clean Air for Smaller Cities" and "Sustainable Port Development", we have been enjoying an excellent cooperation with our counterparts, the Pollution Control Department and the Port Authority of Thailand, respectively. The new project will complement the ASEAN-German Technical Cooperation Programme on "Cities, Environment and Transport". This will allow us to use synergies with regard to administrative as well as technical aspects.

If you agree to the before mentioned items, we would initiate the preparation of the Verbal Note to your Government through BMZ and the Federal Foreign Office. Ms. Siriporn Parvikam of GIZ Bangkok will liaise with Dr. Woranuch regarding the procedure.

Should you require further information regarding the project, please do not hesitate to contact me.

Enclosure:

Presentation "Climate Change Mitigation for the Land Transport Sector in the ASEAN Region"

URGENT

No

1579



Office of Natural Resources and Environmental
Policy and Planning

60/1 Soi Phibun Wattana 7

Rama VI Road, Bangkok 10400

Thailand

Tel. (662) 265 - 6690

Fax. (662) 265 - 6690

20 February B.E. 2555 (2012)

Dear Mr.Haas,

Subject: ASEAN-German Technical Cooperation—Climate Change Mitigation in the Land

Transport Sector in the ASEAN Region—Our meeting on 26 January 2012

Please kindly refer to your letter Ref. 01/12 dated on 30 January 2012, the GIZ agreed to support a new regional project on "Climate Change Mitigation in the Land Transport Sector in the ASEAN Region". This new project will be launched under the ASEAN-German Technical Cooperation Regional Programme with an agreement to co-conduct between two parties. A full support financed by the German Federal Ministry for Economic Cooperation and Development (BMZ) will provide in response to project development and implementation. The Office of Natural Resources and Environmental Policy and Planning (ONEP) will provide technical support and coordinating personnel as required.

On behalf of the Royal Thai Government, the ONEP would like to sincerely thank the BMZ for their generosity and kindness. We are appreciated your full support on this initiative climate change programme as indicated in the reference letter. To ensure that a fruitful outcome of this project is of concern to us, please keep our close connection to accomplish this ASEAN Regional Programme and advise whether any further requirements are in need.

Mr.Roland Haas

Programme Director

ASEAN-GIZ project Office, c/o Pollution Control Department

92 Soi Phaholyothin 7, Phaholyothin Rd., Sam Sen Nai, Phayathai,

Bangkok 10400 Thailand

Tel: +66 (2) 298-2008-9

Fax: +66 (2) 298-6591

INTERNAL MEMORANDUM

For : DSG Lim Hong Hin

Through : DIR Tran Dong Phuong

From : ADR Megasari Widyaty

Copy : ADR Lee Chen Chen
SO Gayatri Probosasi
SO Phanthaly Chantharathip
TO Christina Aryanti
TO Fahranaz Fairuz
TO Sinta Ratna Dewayani

Subject : Signing of the Implementation Agreement for ASEAN-German Technical Cooperation Energy Efficiency and Climate Change Mitigation in the Land Transport Sector (EE&CC)

Dear Sir,

1. We refer to our Letter dated 22 November 2012 (Ref: AEC/InfraDiv/LTWG/Gen/Vol.1/003) on the Notes of Exchange and Implementation Agreement for ASEAN-German Technical Cooperation Energy Efficiency and Climate Change Mitigation in the Land Transport Sector (EE&CC).

2. Kindly be informed that following STOM ad-referendum approval on 22 October 2012, we finally received approval from the CPR on 11 October 2013 on the following documents:

- The draft reply of the Secretary-General of ASEAN to the Note Verbal from Government of the Federal Republic of Germany to be signed by the Secretary-General of ASEAN; and
- The draft Implementation Agreement for the Project.

3. The Secretary-General of ASEAN's reply to the Note Verbal from Government of the Federal Republic of Germany was sent on 17 October 2013. Following that, we have received the signed Implementation Agreement by Mr. Ulrich Mohr, Country Director of GIZ Indonesia, and Mr. Roland Haas, Programme Director in three (3) original copies.

4. In this regard, we would like to seek your kind signature on the attached three (3) original copies of the Implementation Agreement which include the following Annexes: (i) exchanges of Notes between the Government of the Federal Republic of Germany and

ASEAN which concluded on 17 October 2013, and (ii) confirmation letter from the Government of the Federal Republic of Germany and Thailand concerning the hosting of the project in Thailand.

5. The Government of the Federal Republic of Germany shall provide through GIZ and amount of 2,500,000 EUR (two point five million Euros) for the Project. The implementation of the project will start from the date of the signing of the Implementation Agreement.

Submitted for your kind approval, Sir. Thank you.

