

Implementation Agreement for „ASEAN-German Programme on Response to Climate Change: Agriculture, Forestry and Related Sectors“ (GAP-CC)

Module:
“ASEAN Biocontrol (ABC) for Sustainable Agrifood
Systems” **(ASEAN Biocontrol)**

giz



**Implementation Agreement for
ASEAN-German Programme on Response to Climate Change (GAP-CC)
Module: "ASEAN Biocontrol (ABC) for Sustainable Agrifood Sector" (ASEAN
Biocontrol)"**

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	5
2.1. Provision of experts and associated personnel	5
2.2. Supply of materials and equipment	6
2.3. Capacity development activities	6
3. Contributions by the ASEAN	7
3.1. Provision of experts and associated personnel	7
3.2. Provision of sites, buildings and work premises	8
4. Other Provisions	8
4.1. Management and Administration	8
4.2. Evaluation	8
4.3. Suspension of contributions	8
4.4. Term of agreement	9
4.5. Adjustment of agreement	9
4.6. Termination of agreement	9
4.7. Written form	9
4.8. Agreements with individual implementing organisations	10
4.9. Governing law	10
4.10. Dispute Settlement	10
4.11. Interpretation	10
4.12. Government arrangements	10
4.13. Entry into force, copies	11

Annexes

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. 70
12110 Jakarta, Indonesia

- hereinafter referred to as "the ASEAN" -

concerning the project

ASEAN-German Programme on Response to Climate Change:
Agriculture, Forestry and Related Sectors (GAP-CC)

- hereinafter referred to as the "Project" –

"Project" means technical assistance project between GIZ and the ASEAN with respect to "ASEAN-German Programme on Response to Climate Change: Agriculture, Forestry and Related Sectors" (GAP-CC) with the module: "ASEAN Biocontrol (ABC) for Sustainable Agrifood Systems" (ASEAN Biocontrol) that aims to develop regionally coordinated policies and strategies addressing sustainable agriculture and food production, which shall be implemented in accordance with the terms of this Agreement.

(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 ASEAN and the Government of the Federal Republic of Germany on Technical Cooperation concluded on 19 March 2012 (see Annex 1) with reference to the governmental discussions on 24 May 2010 (see Annex 2), the Agreed Minutes of Discussion on the Appraisal dated 2 July 2010 (see Annex 3), the Objectives and Indicators of GAP-CC (Annex 4), and the Letter of Agreement DOA dated 19 December 2011 (see Annex 5).

In accordance with paragraph 5 of the aforementioned Exchange of Notes, dated 6 July 2011, details of the Project are to be laid down in an Implementation 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.

1. Project Objective and Indicators

The jointly agreed objectives and indicators are:

For the overall Project duration (01/2011 bis 12/2017)

Objective: ASEAN has developed regionally coordinated policies and strategies addressing sustainable agriculture and food production.

Indicators:

1. In the frame of its events and conferences ASEAN is concerned with at least three additional topics regarding sustainability of agriculture and food. Concerning this matter, ASEAN develops recommendations which explicitly consider women's role in agriculture (source: ASEAN reports of events and conferences).
2. At least two guidelines (the exact number will be determined in accordance with the ASEAN) regarding the promotion of sustainable agriculture and food are adopted by ASEAN on the basis of the recommendations (source: published guidelines).
3. A regional strategy for sustainable agriculture and food is adopted by ASEAN (source: regional strategy).

For the first phase of the Project (01/2011 bis 12/2013)

Objective: Guidelines for the registration, trade and use of biological plant protection products are jointly agreed upon between ASEAN Members.

Indicators:

1. ASEAN has at least identified three areas of intervention concerning sustainable agriculture and food, which should be dealt with by the Project (source: official document containing the identified issues).
 2. ASEAN Guidelines for registration, trade and use of biological plant protection products (biological control agents or BCA; all four product groups: microbials, macrobials, semiochemicals and botanicals) are available (source: documentation of the adopted guidelines).
 3. Processes for trading BCA are agreed upon between at least four relevant government agencies, primarily those responsible for quarantine and registration (source: inquiry of government agencies).
 4. The amount of registered biological plant protection products in the ASEAN region has increased by 50%; the period for the measurement of this indicator will be clarified until the end of 2011 (source: plant protection register).
- GIZ and ASEAN are jointly committed to the objective.

The objectives and indicators of the overall GAP-CC programme are attached to this agreement (see Annex 4).

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

In accordance with the Exchange of Notes concluded on 6 July 2011, the Government of the Federal Republic of Germany shall provide GIZ with up to EUR 1,500,000 (in words one million 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 (Principal Advisor, up to 36 person months) on regional cooperation and institutional development 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 Article 4.4 below;

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

- one (1) Advisor Agricultural Policy and Strategy (up to 36 person months);
- one (1) Advisor Sustainable Agriculture and Extension (up to 36 person months);
- one (1) Project Coordinator (up to 36 person months);
- one (1) Project Assistant (up to 36 person months).

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

GIZ shall also make available to the project international and regional short-term experts.

2.2. Supply of Materials and Equipment

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

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

2.3. Capacity Development Activities

GIZ shall provide technical, managerial and other requested capacity development measures (e.g. training, workshops) to ASEAN and the ASEAN Member States in order to achieve the objective of the Project.

3. Contributions by the ASEAN

3.1 Provision of Experts and Associated Personnel

For the purposes of this Agreement, the ASEAN shall assign:

- The Department of Agriculture of Thailand ("DOA") as the implementing agency of the Project in accordance with the terms and conditions determined in the attached Letter of Agreement;
- The Agriculture Industries and Natural Resources Division ("AINRD") of the ASEAN Secretariat to provide possible support and assistance to DOA in the implementation of project activities for the duration of the phase described in Paragraph 4.4. below. The support includes, among others:

(1) Providing available information and documentation necessary to the undertaking of the Project, upon request. The ASEAN shall (2) support Member States to appoint focal points who shall liaise with the Project regarding all project-related matters and activities implemented in the Member States (including regional activities) as well as participate in regional meetings and events within the framework of the Project.

Associated personnel shall be made available as and when deemed necessary and appropriate.

4. Other Provisions

4.1. Management and Administration

a. Project Management Committee

A Project Steering Committee ("PSC") shall be established to provide policy guidance and coordination between the ASEAN, ASEAN Sectoral Working Group of Crops ("ASWGC") and the GIZ in the planning and implementation of activities related to the Project.

The PSC shall be chaired by a Deputy Secretary-General of ASEAN or his/her nominee. The PSC shall comprise of members of the ASWGC, representatives of the ASEAN Secretariat and GIZ.

b. A Project Coordination Unit ("PCU") shall be established and located in DOA as the host country of the Project. Details of roles and responsibilities of the DOA shall be stipulated in the Letter of Agreement referred to above as (Annex 5).

4.2. Evaluation

GIZ and 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 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.

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 2013.

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 Principal Advisor 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 AINRD.

4.8. Agreements with individual implementing organisations

The principal advisor 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), 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.

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

The 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 and the Government of the Federal Republic of Germany concluded on 19 March 2012 (see Annex 1) and the Notes of Discussions between the ASEAN Secretariat and the Government of the Federal Republic of Germany dated 24 May 2010 (see Annex 2), both 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.

Jakarta, 28 May 2013

Annexes

- Annex 1: Exchange of Notes between ASEAN and the Government of the Federal Republic of Germany concluded on 19 March 2012
- Annex 2: Notes of Discussion on Governmental Discussions on 24 May 2010
- Annex 3: Agreed Minutes of Discussion on the Appraisal dated 2 July 2010
- Annex 4: Objectives and Indicators of GAP-CC
- Annex 5: Letter on the commitment of DOA Thailand to the Project dated 19 December 2011