

Implementation Agreement for ASEAN-German Regional Forest Programme (Phase II)

gtz



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Table of Contents

	Page
Basis of the Agreement	4
1. Project objective and indicators	5
2. Contributions by GTZ	5
Provision of experts	5
Supply of materials and equipment	6
Capacity Development Activities	6
Operational and administrative costs	6
3. Contributions by ASEAN Secretariat	6
Provision of experts and auxiliary personnel	6
Provision of sites, buildings and work premises	7
4. Other provisions	7
Evaluation	7
Suspension of contributions	7
Term of Agreement	7
Adjustment of Agreement	7
Termination of Agreement	7
Written form	7
Agreements with individual implementing organisations	8
Government arrangements	8
Entry into force, copies	8

Annexes

IMPLEMENTATION AGREEMENT

between

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

-hereinafter referred to as "GTZ"-

and

The Secretariat of Association of South East Asian Nations
The ASEAN Secretariat
Jl. Sisingamangaraja No. 70
12110 Jakarta, Indonesia

-hereinafter referred to as "ASEAN Secretariat" -

concerning the project

ASEAN-German Regional Forest Programme (ReFOP)

-hereinafter referred to as the "Project" -

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 the ASEAN Secretariat on Technical Cooperation concluded on 9 November 2007 (see Annex 1)

In accordance with paragraph 5 of the aforementioned Arrangement / Exchange of Notes, dated 2 October 2007, and as confirmed by the ASEAN Secretariat on 9 November 2007, details of the Project are to be laid down in an implementation agreement between GTZ and ASEAN. GTZ 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 **objective** of this Project is:

The ASEAN Member States and the ASEAN Secretariat improve their intergovernmental cooperation in forestry, in line with the Plan of Operations Phase II (August 2006 – July 2010) as approved by the 9th Meeting of the ASEAN Senior Officials on Forestry (ASOF) on 18 August 2006 (See Annex 2).

The **indicators** are:

- The outcomes arising from the regional forest policy dialogue, particularly in terms of sustainable forest management (SFM), are the object of national consultations and implementation in all ASEAN Member States (benchmarks: 7 International Criteria of SFM, ASEAN criteria for sustainable management of tropical forests and VAP Chapter 5.1 Resource Mobilization);
- The regional communication and consultation processes lead to qualitative improvements of the Strategic Plan of Action (SPA) in Forestry (benchmarks: VAP Programme Area ref. no. 3.3.11, OECD principles and CHM-tools); and
- The ASEAN Member States report on the implementation of the SPA-Forestry in compliance with the requirements of economic integration and environmental sustainability (benchmarks: VAP Pillars' II and III scorecards, ASEAN Economic Community (AEC) and ASEAN Socio-cultural Community (ASCC) Blueprints Scorecards and VAP Programme Area ref. no. 4.1.2).

GTZ and ASEAN are jointly committed to this objective. The aforementioned Plan of Operations may be amended from time to time depending on the requirements of ASOF and ASEAN Secretariat.

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

In accordance with the aforementioned Arrangement / Exchange of Notes, concluded on 9 November 2007, the Government of the Federal Republic of Germany shall provide GTZ with up to EUR 3.100.000 (in words three million one hundred thousand Euros) as German contribution. This amount shall include the costs incurred by the German Implementing Organisation.

2.1. Provision of experts

For the purposes of this Agreement, GTZ shall make the followings available for the project:

- a seconded expert (Principal Advisor) on international forest policy to be responsible for the management of the German contribution who shall, at the same time, be the team leader of experts made available for this Project for the duration of the phase described in Article 4 below;
- a seconded expert (Technical Advisor) on forest policy and communication to be responsible for information and knowledge management as well as monitoring & evaluation for up to 48 person-months;

- a national expert (Programme Officer) on current forestry issues and regional knowledge management for up to 22 person-months.

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

- international and regional short-term experts for the following fields:
 - activities related to implementing forestry-related AEC and ASCC Blueprints and Scorecards;
 - implementation of the international forest regime (e.g. ASEAN criteria & indicators for sustainable management of tropical forests);
 - forest and timber certification;
 - forestry-related trade issues;
 - Peer Consultation Framework (PCF) initiatives in forestry; and
 - emerging forestry policy issues.

2.2. Supply of materials and equipment

GTZ shall supply the following items to equip the technical infrastructure:

- 1 vehicle (replacement of existing vehicle, in case of need)
- computers and accessories
- media (posters, leaflets, publications)

2.3. Capacity Development Activities

GTZ shall support information and knowledge management in the region and provide technical, managerial and other requested capacity development to the ASEAN Member States and the ASEAN Secretariat.

2.4. Operational and administrative costs

GTZ shall bear the operational and/or administrative costs associated with the management of the German contribution to the Project. This includes the provision of project administrative and support staff.

3. Contributions by ASEAN Secretariat

3.1. Provision of experts and associated personnel

For the purposes of this Agreement, the ASEAN Secretariat shall assign the following counterpart officers as to collaborate and ensure the implementation of project activities for the duration of the phase described in Article 4.3 below:

- one (1) Senior Officer; and
- one (1) Technical Officer.

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

3.2. Provision of sites, buildings and work premises

The ASEAN Secretariat shall make available to the Project, free of charge, premises, office space including equipment and furnishings required for Project implementation, insofar as such equipment and furnishings are not supplied by GTZ.

4. Other provisions

4.1. Evaluation

- GTZ may undertake an evaluation of the Project during or after implementation of this Agreement. To this end, GTZ shall second experts/appraisers to the Project.
- ASEAN Secretariat shall participate in the evaluation and shall assist the expert(s)/ appraiser(s) in their work and allow them to examine all project-related documents.
- ASEAN Secretariat shall be informed of the results of the evaluation by means of a report.

4.2. Suspension of contributions

GTZ may suspend its contributions if:

- (a) ASEAN Secretariat fails to fulfil obligations under this Agreement or out of arrangements in respect of this Agreement; and
- (b) Circumstances arise which preclude, or place in considerable jeopardy, the objective of the Project described in Article 1.

4.3. Term of Agreement

Notwithstanding Article 4.2 (Suspension of contributions), this Agreement shall be valid for the duration of the ongoing phase of the Project (currently scheduled to run from 1st August 2006 to 31st July 2010). The term of this Agreement may be extended in the event of a delay in the execution of the German contribution as laid down in this Agreement and in the execution of the agreed contributions by ASEAN Secretariat.

4.4. Adjustment of Agreement

In the event that provisions of this Agreement do not further the efficient achievement of the objective defined in Article 1, GTZ and ASEAN Secretariat may adjust these provisions by mutual consent at any stage during the implementation of the Project. Any adjustments shall be made in writing.

4.5. Termination of Agreement

If one of the circumstances described in Suspension of contributions in Article 4.2 arises and is still in existence after a time-limit to be agreed upon by GTZ with ASEAN Secretariat, or if it is not eliminated within this period, GTZ may, with the consent of the Government of the Federal Republic of Germany, prematurely terminate the implementation of this Agreement.

4.6. Written form

Amendments and additions to this Agreement, and any other important declarations and communications of significance to the execution of this Agreement, shall be made in writing. In the case of declarations and communications to GTZ, it shall suffice for them to be received by the team leader referred to in Article 2.

4.7. Agreements with individual implementing organisations

The person responsible for the contribution by GTZ and the person(s) responsible for the contributions by the partner organisation or other implementing organisations may together conclude a binding agreement on additional details concerning execution of the Project (e.g. on the basis of a plan of operations), 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.

4.8. Government arrangements

As to the rest, the Exchange of Notes between the Government of the Federal Republic of Germany and the ASEAN Secretariat on Technical Cooperation concluded on 9 November 2007 (see Annex 1), both referred to at the beginning of this Agreement, shall also apply to this Agreement.

4.9. Entry into force, copies

This Agreement shall enter into force on signing date by both parties hereto. It shall be drawn up in three originals.

Jakarta,

Jakarta,

Annexes

1. Project Arrangement by way of Exchange of Notes between the Government of the Federal Republic of Germany and the ASEAN Secretariat on Technical Cooperation, concluded on 9 November 2007.
2. Plan of operations endorsed by the 9th Meeting of the ASOF on 18th August 2006.



No. 236/07

The ASEAN Secretariat presents its compliments to the Embassy of the Federal Republic of Germany in Jakarta and has the honour to refer to the Embassy's Note dated 2 October 2007 enclosing the letter of H.E. Baron Paul von Maltzahn, Ambassador of the Federal Republic of Germany to the Republic of Indonesia, addressed to H.E. Ong Keng Yong, the Secretary-General of ASEAN.

In this regard, the ASEAN Secretariat would like to transmit to the Embassy the reply letter of H.E. Ong Keng Yong dated 9 November 2007, and would appreciate it if the enclosed letter could be forwarded to the Ambassador of the Federal Republic of Germany to the Republic of Indonesia.

The ASEAN Secretariat avails itself of this opportunity to renew to the Embassy of the Federal Republic of Germany in Jakarta the assurances of its highest consideration

Jakarta, 9 November 2007



Embassy of the Federal Republic of Germany
Jakarta



ASSOCIATION OF SOUTHEAST ASIAN NATIONS
SECRETARY-GENERAL

Ref: BERC/858/ER/Germany/Vol.1/008

9 November 2007

H.E. Baron Paul von Maltzahn
Ambassador
The Federal Republic of Germany
Jakarta

Excellency,

**Subject: Exchange of Notes of the Regional Forest Programme for
Southeast Asia Phase II**

I thank you for your letter of 2 October 2007 proposing, on behalf of your Government, the conclusion of an Arrangement between the ASEAN Secretariat and the Government of the Federal Republic of Germany on the implementation of the Regional Forest Programme for Southeast Asia Phase II.

In this regard, I have the honour to inform you that the ASEAN Secretariat agrees to the proposals contained in paragraphs 1 to 9 of the letter in reference. The letter and this letter in reply thereto shall thus constitute an Arrangement between the ASEAN Secretariat and the Government of the Federal Republic of Germany, which shall enter into force today.

Please accept, Excellency, the assurances of my highest consideration.



Embassy of the
Federal Republic of Germany
Jakarta

Ref.: WZ-10-440.06/4
Note No.: 819 / 2007

VERBAL NOTE

The Embassy of the Federal Republic of Germany presents its compliments to the Secretariat of the Association of South-East Asian Nations (ASEAN) and - with reference to the Secretariat's Note No. 230/07 dated 26 September 2007 - has the honour to submit enclosed the originals of Ambassador Baron Paul von Maltzahn's note dated 2 October 2007 concerning the project

"Regional Forest Programme for Southeast Asia" (Phase II)

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

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

The Embassy of the Federal Republic of Germany avails itself of this opportunity to renew to the ASEAN Secretariat the assurance of its highest consideration.

Jakarta, 2 October 2007



To the
Secretariat of the Association of
South-East Asian Nations (ASEAN)
Jakarta

THE AMBASSADOR
OF THE FEDERAL REPUBLIC OF GERMANY

Baron Paul von Mallzahn

Ref.: WZ-10-440.06/4

Jakarta, 2 October 2007

Sir,

I have the honour to refer to Note Verbale number 1057/01 from the Embassy of the Federal Republic of Germany in Jakarta dated 20 December 2001, confirmed by Note Verbale number 36/02 from the Secretariat of the Association of Southeast Asian Nations, hereinafter referred to as ASEAN, and to Note Verbale number 154/03 from the Embassy of the Federal Republic of Germany in Jakarta dated 3 March 2003 confirmed by Note Verbale number 137/03 from the ASEAN Secretariat dated 25 March 2003 and to propose on behalf of the Government of the Federal Republic of Germany that the following Arrangement concerning the continuation of the project Regional Forest Programme for Southeast Asia, Phase II be concluded.

1. The Government of the Federal Republic of Germany and the ASEAN Secretariat shall jointly promote the project Regional Forest Programme for Southeast Asia, Phase II.
2. The aim of the project is for the ASEAN Secretariat and the relevant institutions in the ASEAN member states to improve their international cooperation in the forest sphere.
3. The Government of the Federal Republic of Germany shall make available for the project contributions totalling up to EUR 3,100,000 (three million one hundred thousand euro) in the form of personnel, inputs and, where appropriate, financial contributions. It shall charge the Deutsche Gesellschaft für Technische

Mr Ong Keng Yong
Secretary-General of the
Association of Southeast Asian Nations (ASEAN)
Jakarta

Zusammenarbeit GmbH (GTZ), Eschborn, with implementation.

4. The ASEAN Secretariat shall be the project-executing agency. It shall guarantee that the project is provided with an itemized budget of its own in order to ensure its smooth implementation and shall ensure that the institutions charged by it with implementation provide the necessary contributions for the project.
5. Details of the project and of the contributions and obligations shall be laid down in an implementation agreement and, where appropriate, a financing agreement, to be concluded between the GTZ and the ASEAN Secretariat, which shall be subject to the laws and regulations applicable in the Federal Republic of Germany.
6. If the project is not implemented at all, or only in part, it may be replaced by another project provided the Government of the Federal Republic of Germany and the ASEAN Secretariat 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 8 years after the year in which the commitment was made. For the commitments made for this project, without prejudice to the provisions of paragraph 6 above, this deadline shall be 31 December 2009.
8. The ASEAN Secretariat will, in consultation with ASEAN Member Countries,

ensure that inputs supplied by the Government of the Federal Republic of Germany for purpose of the Programme be exempted from taxes, duties and other charges; and

the ASEAN Secretariat will grant to the German seconded experts of the Programme- and their families benefits, privileges and exemption which are not less favourable than those granted to expatriates under other bilateral and multilateral agreements or arrangements for technical cooperation.
9. This Arrangement shall be concluded in the German and English languages, both texts being equally authentic.

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

Accept, Sir, the assurance of my highest consideration.