

No. 0903/44285



The Ministry of Foreign Affairs of Thailand presents its compliments to the ASEAN Secretariat and, with reference to the signing of the Protocol for Phase II ASEAN-Canada Forest Tree Seed Centre between ASEAN and Canada during the PMC in Singapore 18-20 June 1987, has the honour to transmit herewith a copy of the said Protocol.

The Ministry of Foreign Affairs of Thailand avails itself of this opportunity to renew to the ASEAN Secretariat the assurances of its highest consideration.

Ministry of Foreign Affairs,
Samahom Palace, Bangkok.

29 June 1987 2530 (1987)
MINISTRY OF FOREIGN AFFAIRS

The ASEAN Secretariat,
JAKARTA.

For's attention
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PHASE II FOREST TREE SEED CENTRE PROTOCOL

BETWEEN

THE ASSOCIATION OF SOUTHEAST ASIAN NATIONS

(Hereinafter called "ASEAN")

AND

THE GOVERNMENT OF CANADA

(Hereinafter called "CANADA")

WHEREAS ASEAN AND CANADA wish to make arrangements to facilitate the financing of a programme of technical exchange in the ASEAN region and of Canadian technical assistance in training and technology transfer for the second phase of Canadian assistance to the ASEAN/Canada Forest Tree Seed Centre (hereinafter called the "Project");

NOW THEREFORE, ASEAN AND CANADA agree that they will enter into a Memorandum of Understanding covering the Project on the following terms:

1. Host Country

ASEAN will designate Thailand, being the Host Country of the ASEAN/Canada Forest Tree Seed Centre (the Centre), as the country responsible for the implementation of Host Country obligations under the Project Memorandum of Understanding.

2. Thai Implementing Agency

Thailand will designate the ASEAN/Canada Forest Tree

Seed Centre, under the authority of the Royal Thai Forest Department, as the agency responsible for the implementation of its Host Country obligations under the Project Memorandum of Understanding.

3. ASEAN Counterpart Agencies

Malaysia, the Philippines, Indonesia and Brunei Darussalam will designate their respective national forestry administrations as the agencies responsible for the implementation of their respective obligations under the Project Memorandum of Understanding.

The national forestry administrations shall facilitate and assist their respective other national agencies and institutions to participate in the implementation of project activities.

4. Canadian Implementing Agencies

Canada will designate the Canadian International Development Agency (hereinafter called "CIDA") as the Agency responsible for the implementation of its obligations under the Project Memorandum of Understanding.

5. Goal and Purpose of the Project

The goal of the project is to increase the supply of quality forest tree seed and materials for vegetative propagation of trees which are required for the ASEAN forestation programmes and to protect the genetic diversity of ASEAN forests. The purpose of the project is to develop the ability of the Centre to facilitate research and development, to provide operational support to ASEAN

forestation, to provide training and information and to function as a networking centre in the subject matter of the project goal.

6. Description of the Project

The Project will provide Canadian cash funding and Canadian, Thai and ASEAN in-kind funding for the activities of the Project occurring at the Centre, in Canada and at agencies of the ASEAN countries.

Technology will be introduced and ASEAN personnel will be trained at the Centre by visiting Canadian specialists and at Canadian institutions through scholarships and study tours. Required equipment will be provided. Intra-regional technical and information exchange and coordination will be facilitated by the means of working groups, seminars, publications and library development.

Certain developmental activities taking place in the ASEAN countries, such as seed orchard establishment and the preservation of the genetic diversity of the forests will be assisted by the provision of required materials and consultancies.

7. Duration of the Project

The duration of the Project will be five years from the signing of the Memorandum of Understanding.

8. Contribution of Canada

Canada, through CIDA, shall provide contribution funds in an amount not to exceed nine million four hundred thousand

Canadian dollars. This funding shall cover all Canadian obligations and responsibilities which shall be detailed in the Project Memorandum of Understanding.

A Canadian Executing Agency (CEA) will be hired to execute the Project and to administer the disbursement of Canadian Project funds to ASEAN governments.

9. Contribution of Thailand

Thailand shall bear the cost of any items required to implement the project in Thailand which are not eligible to be provided by CIDA under the terms of the Memorandum of Understanding. These items shall be mainly the operation of the Centre, the acquisition of land and construction of buildings and shall be detailed in the Memorandum of Understanding. This cost is estimated to be equivalent to two million three hundred thousand Canadian dollars.

10. Contribution of ASEAN Countries

The other ASEAN countries shall bear the cost of any items required to implement the project in their own countries which are not eligible to be provided by CIDA under the terms of the Memorandum of Understanding. The items shall be detailed in the Memorandum of Understanding. This cost in sum for all ASEAN countries except Thailand is estimated to be equivalent to two million nine hundred thousand Canadian dollars.

11. Direction and Control

Direction and control of the Project to ensure that the Project Purposes and Goal shall be achieved will be

the responsibility of the Project Steering Committee (hereinafter called the "PSC"). The PSC shall also issue annually an audited statement of the administration of the Canadian cash contribution by ASEAN governments. The representation of each ASEAN country and Canada in the direction and control of the Project through the PSC shall be the responsibility of the national forestry administration for each ASEAN country and of CIDA for Canada. The representative ASEAN agencies, the responsibilities of the PSC and the control plan shall be detailed in the Memorandum of Understanding.

12. Monitoring and Evaluation

The implementation of the Project shall be subject to periodic monitoring by a "Technical Monitor" to be appointed by CIDA. The achievement of the Project Purpose and Goal shall be evaluated by a team to be appointed by CIDA. If necessary, the Project evaluators will make recommendations for operational improvements at the mid-point and at the end of the project.

13. Tax Regulations

The Governments of Brunei Darussalam, Indonesia, Malaysia, the Philippines and Thailand will facilitate with the exemption on taxes, customs and import duties for equipments, materials and vehicles provided for the project.

14. Amendment

Any amendment to this Memorandum of Understanding

must be agreed between the parties hereto and shall only be adopted after approval in writing by the parties.

15. Memorandum of Understanding Documentation

All documentation for the Project Memorandum of Understanding shall be completed in form and in substance satisfactory to ASEAN and to CANADA respectively on or before 31 January, 1988.

IN WITNESS WHEREOF the parties have entered into this
PROTOCOL, this 20th day of June, 1987 in Singapore.