SGP PROGRAMME MANAGEMENT MANUAL

ANNEXES
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**Small Grants Programme by the ASEAN Centre for Biodiversity (BMZ-No. 2011 66545)**

### Details of the Project

<table>
<thead>
<tr>
<th>Summary</th>
<th>Indicators</th>
<th>Verification sources</th>
<th>Assumptions / Risks</th>
</tr>
</thead>
</table>
| **Overall objective**  
Strengthening of biodiversity protection and management of natural resources in line with the basic needs of the local population in the ASEAN region by strengthening the ACB in its role to promote biodiversity protection.  
| The overall objective is achieved when the indicators for the module objectives are achieved | | |
| **Module objective (impact level):**  
a) to improve biodiversity protection in line with the interests of the local population directly dependent on selected AHPs and adjacent areas;  
b) to improve the livelihood of local communities directly dependent on selected AHPs or adjacent areas;  
c) to strengthen the role of ACB in promoting biodiversity protection among the ASEAN member states.  
| **Impact level:**  
a) and b): 2-3 years after the finalization of the project (Final Evaluation), 70% of the small grant funds allocated under this Project, selected against pre-defined criteria positively evaluated in terms of their contributions to bio-diversity conservation and livelihood improvement in selected AHPs and adjacent areas. The success of the objectives a) and b) will be defined in detail after each cycle of call for proposals.  
c): The AMS will evidently continue to support and value the ACB, partly in fulfilling their financial commitments covering financing gaps of the general operational programme of the ACB, and/or in implementing policy recommendations by the ACB stemming directly or indirectly from lessons learned drawn from the implementation of the Project which were presented during ACBs meetings such as AWGNCB or the ACB Board Meetings. Remaining AMS will ratify the ACB Establishment Agreement.  
| **Impact level:**  
Final evaluation KfW  
SGP reporting  
Mid Term Review  
ACB annual Report  
Biodiversity Conservation Strategies of the AMS  
Park Management Plans  
Possibly specific survey  
| Assumptions / Risks regarding programme objective:  
See assumptions for achieving outcome (Specific project purpose) |
| **Module objective (outcome level):**  
to implement successful interventions covering both biodiversity and livelihood aspects in selected AHPs and adjacent areas | **Outcome level**  
Final Inspection KfW  
SGP reporting  
Mid Term Review  
ACB annual Report  
Park Management Plans | | |

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**ANNEX 4.0**
### ANNEX 4.0

<table>
<thead>
<tr>
<th>Outputs</th>
<th>Project Management Reporting</th>
<th>Assumptions / Risks regarding module objective:</th>
</tr>
</thead>
<tbody>
<tr>
<td>A range of adequate financial and technical solutions and interventions for different local partners and project types is developed and implemented in selected AHPs and adjacent areas</td>
<td>Report of the consultant</td>
<td>ACB continues to be strongly committed to the approach.</td>
</tr>
<tr>
<td>ACB is regularly feeding the results of the experiences drawn from the implementation of the SGP, into AWGNBC and AHP meetings</td>
<td>Monitoring Report</td>
<td>ACB receives continued support and mandate from ASEAN member states.</td>
</tr>
<tr>
<td>Small Grants have been selected in a participatory way (Scope: Involvement in decision-making, selection of beneficiaries, clear arrangements for equitable benefit sharing)</td>
<td>Auditing Report</td>
<td>No major initiatives by state or local government or private enterprises counteract conservation efforts in and around AHPs.</td>
</tr>
<tr>
<td>Proceedings of the AWGNBC meetings display Lessons Learned of SGP and related policy recommendations</td>
<td>MoMs AWGNBC and AHP meetings</td>
<td>Corruption will not hinder project implementation</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>(Key) activities in the module</th>
<th>Assumptions / Risks regarding outputs:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Financing the development and implementation of projects for biodiversity protection with the participation of the local population in and around AHPs in Myanmar.</td>
<td>Sufficient demand for small grants at the AHP and community level.</td>
</tr>
<tr>
<td>Financing capacity development measures for implementation partners at national and local level.</td>
<td>Local stakeholders are willing to cooperate.</td>
</tr>
<tr>
<td>Financing dissemination/PR material, workshops, training and exposures to be facilitated by the ACB.</td>
<td>Conflicts on competences between state levels are not hindering program implementation and sustainability.</td>
</tr>
<tr>
<td></td>
<td>Distribution of land use rights is clear and stable</td>
</tr>
</tbody>
</table>
Annex 04.1: Updated Indicators for Outcome and Impact Monitoring

The initial set of indicators was developed by the SGP Consultant Team and presented as Annex 15 to the M&IA Specialist’s report on his first assignment (s. Weidner 2015).

The updated set of indicators below is based on first monitoring experiences from Myanmar, where grant implementation started in all programme AHPs in the end of 2015.

The set also takes into account feedback from ACB specialists given during consultations with the M&IA Specialist in June 2016.

The main revisions effected include:

1. Broader presentation of areas of concern allowing to systemise (see criteria list below) and link indicators with each other (this will be useful for analysis and interpretation of monitoring results);
2. Additional detail on kind of data needed (incl. data sub-sets, units of measurement, etc.);
3. The provision of information on calculations involving sub-sets of data;
4. More guidance for monitors on where to acquire data, when and how;
5. Additional information on data acquisition cost other than those for project staff, day-to-day office operation and transport (which will incur anyway);
6. Additional indicators to monitor per capita income of AHP buffer-zone communities and changes in regard to ACB’s role in ASEAN;
7. More guidance on the application of METT (also considering individual METT elements) and a recommendation for a specific METT methodology to be used; and
8. The recommendation of suitable reporting intervals for SGP field teams (for reporting to ACB on developments and changes at the AHP level) and for ACB (to compile data to monitor changes in relation to Module Objective C, i.e., ‘ACB’s role in ASEAN strengthened’).

SGP-related M&E experiences from Indonesia were not yet available due to the late start of programme implementation there.

Together with ACB colleagues, the indicators were also reviewed against the SMART, CREAM and SPICED reference systems and – after some revision – found to be reasonably suitable.

There are indicators for both the impact and outcome levels (s. logframe/ Error! Reference source not found. for reference).

It should be noted that the indicators evolved gradually. Their presentation below does not follow a specific order but does provide enough detail allowing them to be grouped (systemised) in accordance with the criteria hereunder, depending on the focus of the user, for example, by:

(1) Results level: Impact indicator – Outcome indicator
(2) Module objective:
   i. I. to measure whether biodiversity protection improved
   ii. I. to measure whether livelihood of local communities improved
   iii. I. to measure whether role of ACB strengthened

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1 The review against the SMART, CREAM and SPICED reference systems took place in the context of a short training on results-based management and monitoring organised and delivered by the M&IA Specialist for ACB staff on 9 June, 2016. A more in-depth review using the SMART reference system was conducted by the M&IA Specialist.
(3) Need, i.e., whether the indicator is ‘Mandatory’ or ‘Optional’ for monitoring

(4) By chief data acquisition method (e.g., important for logistical reasons):
   i. Inquiry with key informant or authority to obtain secondary data
   ii. Inquiry soliciting information from all villages
   iii. Questionnaire (e.g., METT to be completed by AHP managers)
   iv. Survey of sample of households in AHP buffer zone
   v. Survey of bio-physical conditions in AHP (e.g., species survey)
   vi. Specific analysis (e.g., RS image interpretation and mapping)

(5) By applicability in terms of local conditions (e.g., upland, lowland, etc.)

It is not intended to apply all indicators in each AHP though many of them will be mandatory.

To present the indicators in a structured way, the overview below makes ample use of footnotes. Please do not overlook them. They provide additional clarification, some of which of essential nature.
## Detailed description of indicators:

<table>
<thead>
<tr>
<th>No.</th>
<th>Indicator name [unit of measurement]</th>
<th>Areas of concern</th>
<th>Baseline value</th>
<th>Target value</th>
<th>Data required [unit of measurement]</th>
<th>Source of data (documents, statistics, institutions)</th>
<th>Spatial unit for which data is needed</th>
<th>When data to be dealt with: - - -</th>
<th>Time/period data to cover</th>
<th>Data acquisition method</th>
<th>Cost other than project staff and day-to-day operation/transport</th>
</tr>
</thead>
<tbody>
<tr>
<td>01</td>
<td>Natural vegetation cover² [km²]</td>
<td>BL ...</td>
<td>T: ...</td>
<td>(a) Area covered by each individual type of natural vegetation [km²/ type]</td>
<td>(a-1) and (c-1) Recent maps/documents / survey results of AHP management</td>
<td>AHP (core zone and buffer zone)</td>
<td>When to acquire: - Annually or as prescribed by National Fox³</td>
<td>When to report to ACB: - Annually (AUG)</td>
<td>Data: - To reveal situation at time of investigation - Not older than 12 months</td>
<td>(a-1) and (c-1) Inquiry with National Fox³</td>
<td>- Either none if information is readily available</td>
</tr>
</tbody>
</table>

² N.b.: Within one AHP multiple types of natural vegetation may exist.

³ Read: “Indicator for assessing impact (IP) in relation to module objective A (‘biodiversity protection improved’)”.

⁴ Suitable scanner and minimum resolution will be advised by ACB. Principle to be applied: high/ suitable resolution but zero or low cost and based on local practice/ approaches already in place.

⁵ N.b.: For a full analysis, for methodological reasons and to ensure correct monitoring results, remote sensing images taken both during dry and wet season might be necessary.
<table>
<thead>
<tr>
<th>No.</th>
<th>Indicator name</th>
<th>Description of indicator</th>
<th>Baseline value</th>
<th>Target value</th>
<th>Guidance for data acquisition</th>
</tr>
</thead>
<tbody>
<tr>
<td>02</td>
<td>Count of key species&lt;sup&gt;6&lt;/sup&gt; (individuals)</td>
<td>Area of concern: - AHP biodiversity status Measured to: - Confirm presence of key species (esp. mammals and birds) specific to an AHP - Identify key species’ population trends (stable, decreasing, increasing) - Locate concentrations of biodiversity (assists zoning)</td>
<td>BL … T: …</td>
<td>Option 1: (a) For each month during the previous 12 months, for each key species, total number of individuals recorded [individuals/month] (b) Calculation: Total number of individuals recorded, i.e., (a_1+a_2+\ldots+a_{12}) [individuals/year] (c) Calculation: Average number of individuals recorded per month, i.e., (b/12) [individuals/month]</td>
<td>Option 1: (a-1) Monthly enforcement patrol reports (a-2) Any AHP survey reports (a-3) Annual AHP reports Data: (b) Calculation Data: (c) Calculation Option 2, if Option 1 not possible: (d) For each key species, total number of individuals recorded during field survey [individuals] AHP (core zone)</td>
</tr>
</tbody>
</table>

<sup>6</sup> Usually, there are multiple key species within one AHP. Information on individual key species, their total number (which varies and usually ranges from 3-6), and the rationale for their selection is available from an AHP’s management plan.

<sup>7</sup> First, it should be checked if others (i.e., government, projects, NGOs, research) have carried out field surveys, the results of which could be used (e.g., Asian Waterbird Count). Surveys need to be initiated by SGP if data from similar surveys is not available from others.

<sup>8</sup> Seasonal aspects may need to be considered (species may not always be present in AHP).

<sup>9</sup> Seasonal aspects may need to be considered (species may not always be present in AHP).
<table>
<thead>
<tr>
<th>No.</th>
<th>Indicator name</th>
<th>Description of indicator</th>
<th>Baseline value</th>
<th>Target value</th>
<th>Guidance for data acquisition</th>
</tr>
</thead>
<tbody>
<tr>
<td>03</td>
<td>Count of rare species&lt;sup&gt;10&lt;/sup&gt;</td>
<td>Area of concern: - AHP biodiversity status Measured to: - Complement monitoring information on key species - Otherwise same rationale as in case of key species</td>
<td>BL …</td>
<td>T: …</td>
<td>Option 1: (a) For each month during the previous 12 months, for each rare species, total number of individuals recorded [individuals/month] (b) Calculation: Total number of individuals recorded, i.e., a1+a2+…+a12 [individuals/year] (c) Calculation: Average number of individuals recorded per month, i.e., b/12 [individuals] Option 2, if Option 1 not possible: (d) For each rare species, total number of individuals recorded during field survey [individuals]</td>
</tr>
<tr>
<td>03</td>
<td>Count of rare species&lt;sup&gt;10&lt;/sup&gt;</td>
<td>Area of concern: - AHP biodiversity status Measured to: - Complement monitoring information on key species - Otherwise same rationale as in case of key species</td>
<td>BL …</td>
<td>T: …</td>
<td>Option 1: (a) For each month during the previous 12 months, for each rare species, total number of individuals recorded [individuals/month] (b) Calculation: Total number of individuals recorded, i.e., a1+a2+…+a12 [individuals/year] (c) Calculation: Average number of individuals recorded per month, i.e., b/12 [individuals] Option 2, if Option 1 not possible: (d) For each rare species, total number of individuals recorded during field survey [individuals]</td>
</tr>
</tbody>
</table>

<sup>10</sup> “Rare species” – proposed definition: Designation for a group of organisms that have earlier been identified from a defined locality but are increasingly less likely to be encountered in regular surveys. These species may become uncommon or scarcer due to impacts of certain natural or anthropogenic events. This designation is distinct from the IUCN Red List categories and criteria that are intended for classifying species at high risk of global extinction. This designation is subject to the assessment of field personnel based on their experience in particular defined geographies such as protected areas.

<sup>11</sup> First, it should be checked if others (i.e., government, projects, NGOs, research) have carried out field surveys, the results of which could be used (e.g., Asian Waterbird Count). Surveys need to be initiated by SGP if data from similar surveys is not available from others.

<sup>12</sup> Seasonal aspects may need to be considered (species may not always be present in AHP).

<sup>13</sup> Seasonal aspects may need to be considered (species may not always be present in AHP).
<table>
<thead>
<tr>
<th>No.</th>
<th>Indicator name</th>
<th>Description of indicator</th>
<th>Baseline value</th>
<th>Target value</th>
<th>Data required</th>
<th>Source of data</th>
<th>Spatial unit</th>
<th>When data to be dealt with</th>
<th>Data acquisition method</th>
<th>Cost other than project staff and day-to-day operation/transport</th>
</tr>
</thead>
<tbody>
<tr>
<td>04</td>
<td>Patrolling effort</td>
<td>Areas of concern: - Enforcement of protection - Organisational status of AHP management (instit. setup, plans, schedules, etc.) - Availability of resources (staff, vehicles, fuel, etc.) - Level of co-management Measured to: - Inform on whether AHP management is able to undertake patrols on a regular basis - Identify trends in AHP’s patrolling effort and spatial coverage (stab., decr., incr.)</td>
<td>BL …</td>
<td>T: …</td>
<td>(a) Total area of AHP’s core zone [km2] (b) For each month during the previous 12 months, number of person days on enforcement patrols [person days/ month] (c) Calculation: Total number of person days on enforcement patrols, i.e., b1+b2+…+b12 [person days/ year] (d) Calculation: Average number of person days per month and km2 on enforcement patrols, i.e., c/12*a [person days/ month and km2]</td>
<td>(a-1) AHP management plan</td>
<td>(a-2) Recent documents of AHP management or superordinate line division/ department</td>
<td>AHP (core zone)</td>
<td>When to acquire: (a) Once (at grant project start or as soon as possible) (b) Monthly When to report to ACB: - Annually (AUG)</td>
<td>Data: - To cover previous 12 months (a-1) Inquiry with AHP management (a-2) Inquiry with AHP management or superordinate line division/ department (b) Inquiry with AHP management (c) Calculation (d) Calculation</td>
</tr>
</tbody>
</table>

14 Read: “Indicator for assessing an outcome (OC) in relation to module objective A (‘biodiversity protection improved’)”.
15 Co-management arrangements between AHPs and adjacent communities can generate potential for increased patrolling.
<table>
<thead>
<tr>
<th>No.</th>
<th>Description of indicator</th>
<th>Baseline value</th>
<th>Target value</th>
<th>Guidance for data acquisition</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Indicator name</td>
<td>Areas of concern</td>
<td>Data required</td>
<td>Source of data</td>
</tr>
<tr>
<td></td>
<td>[unit of measurement]</td>
<td>- - - Measured to ...</td>
<td>[unit of measurement]</td>
<td>(documents, statistics, institutions)</td>
</tr>
<tr>
<td>05</td>
<td>Arrests and cases referred for prosecution</td>
<td>Areas of concern&lt;sup&gt;16&lt;/sup&gt;: Enforcement of protection - AHP awareness situation Measured to: - Reveal whether AHP management’s efforts result in: (i) arrest of offenders, fines or penalties; (ii) higher level of awareness of the need for AHP conservation</td>
<td>BL ...</td>
<td>T: ...</td>
</tr>
</tbody>
</table>

<sup>16</sup> With an increasing enforcement effort, the number of arrests and cases referred for prosecution will initially rise. Later, with increasing awareness of the benefits of biodiversity protection and applicable law, the number of arrest and cases may decline again. Regarding conservation awareness, this indicator has to be seen in connection with the indicator “attitudes and behaviour of villagers”.<sup>17</sup> While it is intended to log the kinds of species and their numbers for each case of arrest and/or prosecution, it is NOT (!) recommended to record locations / coordinates where offenders were found. Such information could actually increase the pressure specific species are facing from hunting / trapping / collecting / uprooting / and so forth.<sup>18</sup> Could be returned to AHP. <sup>19</sup> Chance of recovery and return to AHP. <sup>20</sup> No chance of return to AHP.
<table>
<thead>
<tr>
<th>No.</th>
<th>Indicator name [unit of measurement.]</th>
<th>Areas of concern - - - Measured to …</th>
<th>Baseline value</th>
<th>Target value</th>
<th>Data required [unit of measurement.]</th>
<th>Source of data (documents, statistics, institutions)</th>
<th>Spatial unit for which data is needed</th>
<th>When data to be dealt with - - - Time/period data to cover</th>
<th>Data acquisition method</th>
<th>Cost other than project staff and day-to-day operation/transport</th>
</tr>
</thead>
<tbody>
<tr>
<td>06</td>
<td>Attitudes and behaviour of villagers vis-à-vis AHP [score]</td>
<td>Areas of concern: - AHP community outreach - AHP awareness situation - Level of co-management - Enforcement of protection</td>
<td>BL …</td>
<td>T: …</td>
<td>(a) Total number of households (hh) covered by the sample [hh] (b) Number of female hh heads / respond. within sample [fem. hh heads] Attitude-behaviour scores from hh heads/ respond. within sample based on questionnaire21 (c) Average score of all female headed hh [score] (d) Average score across all hh [score]</td>
<td>(a) Documentation of sampling carried out (b) Household heads (ideally 50% women) interviewed (c) Calculation (d) Calculation</td>
<td>Sample of villages inside AHP buffer zone (min. 35 hh overall, min. 5 hh per village, min. 1/3 of all villages includ.)22</td>
<td>When to acquire: - Annually When to report to ACB: - Annually (AUG)</td>
<td>Data: - To reveal situation at time of investigation - Not older than 12 months</td>
<td>(a) Review of sampling docs (b) Sample survey utilising key informant interviews (c) and (d) Calculation</td>
</tr>
</tbody>
</table>

21 Household heads will be asked relevant questions and will answer each question by giving a score from 1 (completely wrong) – 10 (absolutely true). The average of all these scores will be the final score of one household [theoretical maximum score is 10.0]. The average of the scores of all households covered in all sample villages inside the AHP buffer zone will be the final score [theoretical maximum score is 10.0]. – To generate the scores, the following questions will be asked:
(A) Do you overall agree with the establishment of the AHP?
(B) Do you agree with the need to protect the AHP's flora and fauna?
(C) Do you agree that the protection of the AHP's flora and fauna requires prohibiting hunting, collecting of plants and fire wood, logging, and farming (shifting cultivation) inside the AHP boundaries?
(D) Do you agree with the current use restrictions that come with the AHP's protected area status?
(E) Do you support the AHP's authorities in their effort to enforce the park's protection?
(F) Do you think that the local population benefits from the existence of the AHP and respective limitations in terms of access and resource use?
(G) Are you able to feed your family, grow your crops and live your life without going to and using the AHP's resources?
(H) Would you be interested in contributing to the protection of the AHP's biodiversity by helping in guarding and managing it?
(I) Are you already doing it (e.g., in the context of co-management agreements?)
N.b.: questions used in this questionnaire can be further developed in line with the local situation and the experience of stakeholders involved.

22 Please consult a statistician to make sure the sample created for each AHP is representative !!
<table>
<thead>
<tr>
<th>No.</th>
<th>Indicator name [unit of measurement]</th>
<th>Description of indicator</th>
<th>Baseline value</th>
<th>Target value</th>
<th>Guidance for data acquisition</th>
</tr>
</thead>
<tbody>
<tr>
<td>07</td>
<td>Staple-crop shortage [shortage months/ year]</td>
<td>Areas of concern: - Livelihood situation(^ {23}) - Level of threat to AHP’s natural resources in its core and buffer zone Measured to: - Understand whether people are able to produce their own staple crop or buy it using their own resources - Detect possible causes contributing to exploitation of AHP’s resources(^ {26})</td>
<td>BL …</td>
<td>T: …</td>
<td>(a) Total number of households (hh) covered by the sample [hh] (b) For the previous 12 months, for each hh interviewed, the number of month with a staple-crop shortage [shortage months] (c) Calculation: Average number of months of staple-crop shortage during previous 12 months across all hh interviewed, i.e., ( b1+b2+…+bN/a ) [shortage months/ year]</td>
</tr>
</tbody>
</table>

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\(^{23}\) In the buffer zones of AHPs covered by SGP in Myanmar, depending on the locality, staple crops are rice and/ or corn.

\(^{24}\) Read: “Indicator for assessing impact (IP) in relation to module objective B (‘livelihood of local communities improved’”).

\(^{25}\) Investment in livelihood activities (pilot and promotion projects) will attract the interest of farmers. Neighbouring farmers will be convinced of the benefits of the technologies, leading to adoption, resulting in a decreased share of the population suffering staple-crop shortages.

\(^{26}\) If people are short of staple crops they have to use up savings, or borrow money, or are left with no other option but to exploit AHP resources, which may adversely affect the integrity of the AHP and its biodiversity. The staple-crop shortage again will have underlying causes that need to be investigated further to identify ways for resolution.

\(^{27}\) Please consult a statistician to make sure the sample created for each AHP is representative!!
<table>
<thead>
<tr>
<th>No.</th>
<th>Description of indicator</th>
<th>Areas of concern</th>
<th>Baseline value</th>
<th>Target value</th>
<th>Data required</th>
<th>Source of data</th>
<th>Spatial unit for which data is needed</th>
<th>When data to be dealt with</th>
<th>Data acquisition method</th>
<th>Cost other than project staff and day-to-day operation/transport</th>
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<tr>
<td>08</td>
<td>Staple-crop shortage incidence [%]</td>
<td>Areas of concern: - Livelihood situation(^{29})  - Level of threat to AHP’s natural resources in its core and buffer zone Measured to: - Understand how widely food shortages are spread - Detect possible causes contributing to exploitation of AHP’s resources(^{30}) BL …</td>
<td>T: …</td>
<td>(a) Total number of households (hh) covered by the sample [hh] (b) Number of hh within sample experiencing a staple-crop shortage at least once during the previous 12 months [hh] (c) Calculation: Percentage of hh experiencing staple-crop shortage at least once during the previous 12 months, i.e., (b/a\times100) [%]</td>
<td>(a) Documentation of sampling carried out (b) Household heads (ideally 50% women) interviewed (c) Calculation</td>
<td>Sample of villages inside AHP buffer zone (min. 35 hh overall, min. 5 hh per village, min. 1/3 of all villages includ.)(^{31})</td>
<td>When to acquire: - Annually When to report to ACB: - Annually (AUG) Data: - To cover previous 12 months</td>
<td>(a) Review of sampling documents (b) Sample survey utilising key informant interviews (c) Calculation</td>
<td>Cost of sample survey</td>
<td></td>
</tr>
</tbody>
</table>

\(^{28}\) In the buffer zones of AHPs covered by SGP in Myanmar, depending on the locality, staple crops are rice and/ or corn.

\(^{29}\) Investment in livelihood activities (pilot and promotion projects) will attract the interest of farmers. Neighbouring farmers will be convinced of the benefits of the technologies, leading to adoption, resulting in a decreased share of the population suffering staple-crop shortages.

\(^{30}\) If people are short of staple crops they have to borrow money or are left with no other option but to exploit AHP resources, which may adversely affect the integrity of the AHP and its biodiversity. The staple-crop shortage again will have underlying causes that need to be investigated further to identify ways for resolution.

\(^{31}\) Please consult a statistician to make sure the sample created for each AHP is representative!!
<table>
<thead>
<tr>
<th>No.</th>
<th>Description of indicator</th>
<th>Baseline value</th>
<th>Target value</th>
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</tr>
</thead>
<tbody>
<tr>
<td>09</td>
<td>Adoption of cross-slope barriers on sloping land [%]</td>
<td>Areas of concern: - Livelihood situation - Level of threat to AHP’s natural resources in its core and buffer zone - Level of environmental (NRM) awareness Measured to: - Determine in how far farmers protect their main asset – the soil - Assess potential for effective SGP livelihood interventions/ farming on sloping land</td>
<td>BL …</td>
<td>T: …</td>
</tr>
</tbody>
</table>

32 Cross-slope barriers maintain soil depths on sloping land. Farmers who apply cross-slope barriers will see crop yields to stabilise and increase due to topsoil conservation, while the number of months of staple-crop shortages are expected to decrease among the adopters.

33 Setting up Local Township Community Development Coordination Groups has been recommended for Myanmar. In other SGP countries, the institutional setup may be different.

34 Please consult a statistician to make sure the sample created for each AHP is representative!!
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<th>Spatial unit for which data is needed</th>
<th>When data to be dealt with</th>
<th>Data acquisition method</th>
<th>Cost other than project staff and day-to-day operation/transport</th>
</tr>
</thead>
<tbody>
<tr>
<td>10</td>
<td>Use of fodder banks to feed animals kept in stalls [%]</td>
<td>Areas of concern:  - Livelihood situation &lt;sup&gt;35&lt;/sup&gt;  - Level of threat to AHP’s natural resources in its core and buffer zone  - Level of environmental (NRM) awareness Measured to:  - Assess land-use soundness  - Determine the level of use of land unsuited to crops for feeding stall animals</td>
<td>BL …</td>
<td>T: …</td>
<td>(a) Total number of households (hh) covered by the sample [hh]  (b) Number of hh within sample with fodder banks for the animals they keep [hh]  (c) Calculation: Percentage of hh with fodder banks for the animals they keep, i.e., b/a*100 [%]</td>
<td>(a) Documentation of sampling carried out  (b) Household heads (ideally 50% women) interviewed …and for triangulation:  - (b-2) Local Township Community Development Coordination Group (LTCDCG)&lt;sup&gt;36&lt;/sup&gt;  - (b-3) Village visit</td>
<td>Sample of villages inside AHP buffer zone (min. 35 hh overall, min. 5 hh per village, min. 1/3 of all villages includ.)&lt;sup&gt;37&lt;/sup&gt;</td>
<td>When to acquire:  - Annually  When to report to ACB:  - Annually (AUG) Data:  - To reveal situation at time of investigation  - Not older than 12 months</td>
<td>(a) Review of sampling documents  (b) Sample survey utilising key informant interviews …and f. triang.:  - (b-2) Inquiry with LTCDCG  - (b-3) Village transect</td>
</tr>
</tbody>
</table>

<sup>35</sup> Planting fodder crops for cut-and-carry systems for stall-kept animals, particularly goats, will provide a ready source of cash to deal with emergencies or other needs. Animals can also be sold to purchase enough inorganic fertilisers to improve the yields of staple crops on smaller areas of land. This can reduce shortages of staple crops and reduce the pressure on natural resources in and near AHPs.

<sup>36</sup> Setting up Local Township Community Development Coordination Groups has been recommended for Myanmar. In other SGP countries, the institutional setup may be different.

<sup>37</sup> Please consult a statistician to make sure the sample created for each AHP is representative !!
<table>
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<tr>
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<th>Areas of concern</th>
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</tr>
</thead>
<tbody>
<tr>
<td>11</td>
<td>Agricultural extension agent (AEA) visits</td>
<td>Areas of concern:  - Livelihood situation - Level of threat to AHP’s natural resources in its core and buffer zone  - Describe villagers’ level of access to agricultural extension services  - Assess potential for wider adoption of SGP livelihood interventions  - Understand level of local cross-sector cooperation (particularly agriculture – conservation) as a means for reducing external pressure on AHP resources through livelihood support</td>
<td>BL …</td>
<td>T: …</td>
<td>(a) Total number of villages [villages]  (b) For each village, total number of AEA visits during previous 12 months [visits/ year]  (c) Calculation: Total number of AEA visits to all villages during previous 12 months, i.e., [b_1+b_2+\ldots+b_N] [visits/ year]  (d) Calculation: Average number of AEA visits to individual villages per year, i.e., [c/a] [visits/ village and year]</td>
<td>(a-1) AHP management  (a-2) Local Township Community Development Coordination Group (LTCDCG)  (b-1) Village heads  (b-2) Agricultural Division/ Department concerned</td>
<td>All villages inside AHP buffer zone</td>
<td>When to acquire:  (a) Once (at grant project start or as soon as possible)  (b) Annually</td>
<td>When to report to ACB:  - Annually (AUG)</td>
<td>Data:  - To cover previous 12 months</td>
<td>(a-1) Inquiry with AHP management  (a-2) Inquiry with LTCDCG  (b-1) Meeting(s) with village heads  (b-2) Inquiry with Agric. Division/ Dep. concerned</td>
</tr>
</tbody>
</table>

38 Farmers with little or no access to agricultural advice and improved planting material find it difficult to follow the development pathways from subsistence agriculture to diversified farming systems which help them meet their full household food security needs and generate marketable surpluses. By working with stakeholders at the local level, e.g., through local protected areas management and coordination groups involving stakeholders with different roles and from different sectors, including agriculture, the SGP is expected to facilitate more regular visits of extension agents to villages in and around the AHPs. Regular visits by agricultural extension workers will encourage farmers to test the SGP agricultural interventions on their own farms, which is expected to lead to full adoption.

39 Setting up Local Township Community Development Coordination Groups has been recommended for Myanmar. In other SGP countries, the institutional setup may be different.
<table>
<thead>
<tr>
<th>No.</th>
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<th>Target value</th>
<th>Guidance for data acquisition</th>
</tr>
</thead>
<tbody>
<tr>
<td>12</td>
<td>Availability of signed village land-use plans with accompanying rules [%]</td>
<td>BL …</td>
<td>T: …</td>
<td>(a) Total number of villages [villages] (b) Number of villages with detailed signed land-use plans, village development plans and supporting rules [villages] (c) Calculation: Percentage of villages with detailed signed land-use plans, village development plans and supporting rules, i.e., b/a*100 [%]</td>
</tr>
</tbody>
</table>

40 The utilisation of village land-use planning forms the basis for stabilising land use in relation to (terrestrial) AHPs and represents a solid foundation on which to link livelihood development interventions with forest conservation. With the SGP’s support, signed village land-use plans and accompanying rules will increasingly form the basis for livelihood activities in villages in and around the AHPs. Protected area boundaries will be respected and more activities will be undertaken in the village lands themselves.

41 Setting up Local Township Community Development Coordination Groups has been recommended for Myanmar. In other SGP countries, the institutional setup may be different.
<table>
<thead>
<tr>
<th>No.</th>
<th>Indicator name [unit of measurement]</th>
<th>Description of indicator</th>
<th>Baseline value</th>
<th>Target value</th>
<th>Data required [unit of measurement]</th>
<th>Source of data (documents, statistics, institutions)</th>
<th>Spatial unit for which data is needed</th>
<th>When data to be dealt with - - - Time/ period data to cover</th>
<th>Data acquisition method</th>
<th>Cost other than project staff and day-to-day operation/ transport</th>
</tr>
</thead>
<tbody>
<tr>
<td>13</td>
<td>AHP management’s use of expertise on community development [PM/ year]</td>
<td>Areas of concern: - Livelihood situation&lt;sup&gt;42&lt;/sup&gt; - Level of threat to AHP’s natural resources in its core and buffer zone - Integration of livelihood development and biodiversity conservation</td>
<td>BL … T: …</td>
<td>Total number of person months (PM) during previous 12 months for which community development facilitators were hired by and worked under the AHP management [PM/ year]</td>
<td>(a-1) AHP management (a-2) Annual AHP reports (a-3) Records of Township Protected Area Management Co-ordination Group (TPAMCG)&lt;sup&gt;43&lt;/sup&gt;</td>
<td>AHP (core zone and buffer zone)</td>
<td>When to acquire: - Annually When to report to ACB: - Annually (AUG) Data: - To cover previous 12 months</td>
<td>(a-1) Inquiry with AHP management (a-2) Inquiry with AHP management (a-3) Inquiry with TPAMCG</td>
<td>None</td>
<td></td>
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</tbody>
</table>

<sup>42</sup> The villagers will witness the AHP management leading the delivery of grants to improve livelihoods and will view the AHP more favourably. Line divisions and departments in charge of environment protection and conservation can begin assessing the merit of having staff conducting this activity within their protected areas system. It is expected that the number of person months for which community development facilitators are hired by and work under the AHP management will increase.

<sup>43</sup> Setting up Township Protected Area Management Co-ordination Groups has been recommended for Myanmar. In other SGP countries, the institutional setup may be different.
### ANNEX 04.1

<table>
<thead>
<tr>
<th>No.</th>
<th>Indicator name</th>
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<th>Data acquisition method</th>
<th>Data</th>
<th>Cost other than project staff and day-to-day operation/transport</th>
</tr>
</thead>
</table>
| 14  | Adoption of permanent raised vegetable beds in the backyard [%] | **Areas of concern:**  
- Livelihood situation  
- Gender awareness**44**  
- Level of threat to AHP’s natural resources in its core and buffer zone  
**<OC-B> <Mandatory>**  
**Measured to:**  
- Assess how growing domestic vegetables replaces the exploitation of wild vegetables and other AHP resources  
- Indicate how drudgery for women is reduced | **BL … T: …** | **T:** | (a) Total number of households (hh) covered by the sample [hh]  
(b) Number of hh within sample with permanent raised vegetable beds near the house [hh]  
(c) Calculation: Percentage of hh with permanent raised vegetable beds near the house, i.e., b/a*100 [%] | (a) Documentation of sampling carried out  
(b) Household heads (ideally 50% women) interviewed …and for triangulation:  
- (b-2) Local Township Community Development Coordination Group (LTCDCG)**45**  
- (b-3) Village visit | Sample of villages inside AHP buffer zone (min. 35 hh overall, min. 5 hh per village, min. 1/3 of all villages includ.)**46** | When to acquire:  
- Annually  
When to report to ACB:  
- Annually (AUG) | Data:  
- To reveal situation at time of investigation  
- Not older than 12 months  
(c) Calculation | (a) Review of sampling documents  
(b) Sample survey utilising key informant interviews …and f. triang.:  
- (b-2) Inquiry with LTCDCG  
- (b-3) Village transect  
(c) Calculation | Cost of sample survey |

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44 The exploitation of forest plants and wild vegetables by people living in and around the AHP represents a threat to the flora and to the biodiversity of the protected area, and often, it is a task left to women. Growing vegetables in permanent raised vegetable beds near the house can increase yields, will reduce the need for women to scour the forests for food, esp. during staple-crop shortage times, and may generate marketable surpluses in future. Due to the multitude of potential benefits, permanent raised vegetable beds in the backyard will be an attractive SGP support option, and the number of adopters is expected to increase.

45 Setting up Local Township Community Development Coordination Groups has been recommended for Myanmar. In other SGP countries, the institutional setup may be different.

46 Please consult a statistician to make sure the sample created for each AHP is representative!!
<table>
<thead>
<tr>
<th>No.</th>
<th>Indicator name [unit of measurement.]</th>
<th>Areas of concern - - - Measured to …</th>
<th>Baseline value</th>
<th>Target value</th>
<th>Guidance for data acquisition</th>
<th>When data to be dealt with - - - Time/period data to cover</th>
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</thead>
<tbody>
<tr>
<td>15</td>
<td>Time spent trying to meet daily needs from the AHP [hours/week and person]</td>
<td>Areas of concern: - Gender aspects&lt;sup&gt;47&lt;/sup&gt; - Level of threat to AHP’s natural resources in its core and buffer zone&lt;sup&gt;48&lt;/sup&gt; - Livelihood situation&lt;sup&gt;49&lt;/sup&gt; Measured to: - Understand whether the SGP’s livelihood investments will reduce the need of the people living in and around the AHP to rely on the park’s natural resources, which may have positive have effects on multiple areas of concern (s. above)</td>
<td>BL … T: … (a) Total # of households (hh) covered by the sample [hh] For all interviewed hh: - (b) # of hh members [hh members] - (c) # of female hh memb. [fem. hh memb.] - Hours spent collecting AHP products&lt;sup&gt;50&lt;/sup&gt; by: (d) all hh members combined during 1 week/ seven days [hours/week] (e) all female hh memb. combined during 1 week/ seven days [hours/week] Calculation: See footnotes&lt;sup&gt;51,52,53,54&lt;/sup&gt;</td>
<td>(a) Documentation of sampling carried out (b), (c), (d) and (e) Household heads (ideally 50% women) interviewed&lt;sup&gt;55&lt;/sup&gt; Calculation (f), (g), (h) and (i)</td>
<td>Sample of villages inside AHP buffer zone (min. 35 hh overall, min. 5 hh per village, min. 1/3 of all villages includ.) – <strong>Please consult a statistician to make sure the sample is representative</strong> When to acquire: - Annually When to report to ACB: - Annually (AUG)</td>
<td>Data: - To reveal situation at time of investigation - Not older than 12 months When to acquire: (a) Review of sampling docs (b), (c), (d) and (e) Sample survey utilising key informant interviews …and for triangulation: - key informant interviews - focus group discussions Calculation (f), (g), (h) and (i)</td>
<td>Cost of sample survey</td>
<td></td>
</tr>
</tbody>
</table>

<sup>47</sup> A reduced need for forest products will reduce the load of time-intensive work often left to women.

<sup>48</sup> A reduced need for forest products will contribute to biodiversity conservation.

<sup>49</sup> If people find project interventions meet their household food security and cash needs better than traditional methods, they may be prepared to concentrate on producing marketable surpluses through vegetable gardening, backyard mushroom production, raising small animals for meat, etc. The time spent in the AHP trying to meet daily needs will lessen.

<sup>50</sup> May include firewood, bamboo shoots, mushrooms, medicinal plants, fern shoots, wild fruits, etc. N.b., items such as wild mushrooms and vegetables may be collected during firewood collection.

<sup>51</sup> Calculation for (f): Average # of persons per hh within sample, i.e., (b1+b2+…+bN)/a [persons].

<sup>52</sup> Calculation for (g): Average # of female hh members per hh within sample, i.e., (c1+c2+…+cN)/a [female hh members].

<sup>53</sup> Calculation for (h): Average # of hours spent per person trying to meet daily needs from AHP, i.e., (d1+d2+…+dN)/(b1+b2+…+bN) [hours/week and person].

<sup>54</sup> Calculation for (i): Average # of hours spent per female hh member trying to meet daily needs from AHP, i.e., (e1+e2+…+eN)/(c1+c2+…+cN) [hours/week and female hh member].

<sup>55</sup> It is recommended that all data obtained from hh heads is triangulated – e.g., through key informant interviews with village heads, village focus groups and/or AHP staff.
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</tr>
</thead>
<tbody>
<tr>
<td>16</td>
<td>Time spent collecting water for daily household needs [hours/ week and person]</td>
<td>Areas of concern: - Livelihood situation(^{56}) - Level of threat to AHP's natural resources in its core and buffer zone(^{57}) - Gender aspects(^{58}) Measured to: - Understand buffer zone villages' level of access to secure sources of water - Understand in how far the lack of access of buffer-zone villages to secure sources of water can pose a threat to the AHP and constitutes a burden to women</td>
<td>BL …</td>
<td>T: …</td>
<td>(a) Total # of households (hh) covered by the sample [hh] For all interviewed hh: - (b) # of hh members [hh members] - (c) # of female hh memb. [fem. hh memb.] - Hours spent collecting water f. daily needs by: - (d) all hh members combined during 1 week/ seven days [hours/ week] - (e) all female hh memb. combined during 1 week/ seven days [hours/ week] (f), (g), (h) and (i) Calc.: See footnotes(^{59,60,61,62})</td>
<td>(a) Documentation of sampling carried out (b), (c), (d) and (e) Household heads (ideally 50% women) interviewed(^{63}) (f), (g), (h) and (i) Calculation</td>
<td>Sample of villages inside AHP buffer zone (min. 35 hh overall, min. 5 hh per village, min. 1/3 of all villages includ.) – Please consult a statistician to make sure the sample is representative</td>
<td>When to acquire: - Annually</td>
<td>When to report to ACB: - Annually (AUG) Data: - To reveal situation at time of investigation - Not older than 12 months (a) Review of sampling docs (b), (c), (d) and (e) Sample survey utilising key informant interviews … and for triangulation: - key informant interviews - focus group discussions (f), (g), (h) and (i) Calculation</td>
<td>Cost of sample survey</td>
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\(^{56}\) Without readily available water supplies, some villages will be unable to adopt some SGP interventions. Water supplies inside villages allow stall-fed livestock to be maintained, provide supplementary water for growing vegetables in permanent raised beds during the dry season, and the hours saved for collecting water outside can be used more productively. In result, supplies inside villages can also reduce the months of food shortages. The SGP is likely to improve water supplies in villages in AHP buffer zones; and the time spent by villagers in the SGP area is expected to decrease.

\(^{57}\) Without readily available water supplies, some villages will continue to exploit AHP resources.

\(^{58}\) The task of collecting water can take several hours a week and is usually assigned to women. Water supplies inside villages will allow women to use their time more productively.

Calculation for (f): Average # of persons per hh within sample, i.e., \((b_1+b_2+…+b_N)/a\) [persons].

Calculation for (g): Average # of female hh members per hh within sample, i.e., \((c_1+c_2+…+c_N)/a\) [female hh members].

Calculation for (h): Average # of hours spent per person collecting water for daily hh needs, i.e., \((d_1+d_2+…+d_N)/(b_1+b_2+…+b_N)\) [hours/ week and person].

Calculation for (i): Average # of hours spent per female hh member collecting water for daily hh needs, i.e., \((e_1+e_2+…+e_N)/(c_1+c_2+…+c_N)\) [hours/ week and female hh member].

It is recommended that all data obtained from hh heads is triangulated – e.g., through key informant interviews with village heads, village focus groups and/ or AHP staff.
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</thead>
<tbody>
<tr>
<td>17</td>
<td>Time spent pounding paddy rice and/ or shelling corn for household needs</td>
<td>Areas of concern: - Gender aspects, Livelihood situation</td>
<td>BL …</td>
<td>T: … (a) Total # of households (hh) covered by the sample [hh] For all interviewed hh: - (b) # of hh members [hh members] - (c) # of female hh memb. [fem. hh memb.] - Hours spent pounding paddy rice and/ or shelling corn by: (d) all hh members combined during 1 week/ seven days [hours/ week] (e) all female hh memb. combined during 1 week/ seven days [hours/ week] (f), (g), (h) and (i) Calculation See footnotes</td>
<td>(a) Documentation of sampling carried out (b), (c), (d) and (e) Household heads (ideally 50% women) interviewed</td>
<td>Sample of villages inside AHP buffer zone (min. 35 hh overall, min. 5 hh per village, min. 1/3 of all villages includ.)</td>
<td>When to acquire: - Annually</td>
<td>(a) Review of sampling docs</td>
<td>Cost of sample survey</td>
</tr>
<tr>
<td>64</td>
<td>Women can take up to 3 hours a day shelling corn for their daily meals, and 2-3 hours pounding paddy rice for the family. SGP interventions which increase crop yields will increase this labour input. Providing rice mills and corn shellers to villages will save women several hours labour a day which can be used for caring for children, agricultural activities, making handicrafts, etc.</td>
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<tr>
<td>65</td>
<td>Improved processing of rice and corn will reduce overall work load. Time saved will be available for other activities, including for income generation.</td>
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<tr>
<td>66</td>
<td>Calculation for (f): Average # of persons per hh within sample, i.e., (b1+b2+…+bN)/a [persons].</td>
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<tr>
<td>67</td>
<td>Calculation for (g): Average # of female hh members per hh within sample, i.e., (c1+c2+…+cN)/a [female hh members].</td>
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<tr>
<td>68</td>
<td>Calculation for (h): Average # of hours spent per person pounding paddy rice and/ or shelling corn for hh needs, i.e., (d1+d2+…+dN)/(b1+b2+…+bN) [hours/ week and person].</td>
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<tr>
<td>69</td>
<td>Calculation for (i): Average # of hours spent per female hh member pounding paddy rice and/ or shelling corn for hh needs, i.e., (e1+e2+…+eN)/(c1+c2+…+cN) [hours/ week and female hh member].</td>
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<tr>
<td>70</td>
<td>It is recommended that all data obtained from hh heads is triangulated – e.g., through key informant interviews with village heads, village focus groups and/ or AHP staff.</td>
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<tr>
<td>71</td>
<td>Please consult a statistician to make sure the sample created for each AHP is representative!!</td>
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<tr>
<td>No.</td>
<td>Indicator name [unit of measurement.]</td>
<td>Description of indicator</td>
<td>Baseline value</td>
<td>Target value</td>
<td>Guidance for data acquisition</td>
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</tr>
<tr>
<td>16</td>
<td>School attendance [%]</td>
<td>Areas of concern:</td>
<td>BL …</td>
<td>T: …</td>
<td>Data required [unit of measurement.]</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td></td>
<td>- Educational aspects</td>
<td></td>
<td></td>
<td>Source of data (documents, statistics, institutions)</td>
<td></td>
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<tr>
<td></td>
<td></td>
<td>- Livelihood situation</td>
<td></td>
<td></td>
<td>Spatial unit for which data is needed</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td></td>
<td>- Level of threat to AHP’s natural resources in its core and buffer zone</td>
<td></td>
<td></td>
<td>When data to be dealt with Time/period data to cover</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td></td>
<td>Measured to:</td>
<td></td>
<td></td>
<td>Data acquisition method</td>
<td></td>
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<tr>
<td></td>
<td></td>
<td>- Find out whether children are able to finish school or drop out early.</td>
<td></td>
<td></td>
<td>Cost other than project staff and day-to-day operation/transport</td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

(a) For each village, # of all children at school age [children]
(b) For each village, # of children at school age attending school [children]
(c) Calculation: For each village, percentage of children at school age attending school, i.e., \(b1/a1*100\) [%]; \(b2/a2*100\) [%]; … \(bN/aN*100\) [%]
(d) Calculation: Average share of children at school age attending school, i.e., \((b1+b2+…+bN)/(a1+a2+…+aN)*100\) [%]

(a) Education Division/Department
(b) Education Division/Department
(c) Calculation
(d) Calculation

All villages inside AHP buffer zone

When to acquire:
- Annually
When to report to ACB:
- Annually (AUG)
Data:
- To reveal situation at time of investigation
- Not older than 12 months
(a) Inquiry with Education Division/Department
(b) Inquiry with Education Division/Department
(c) Calculation
(d) Calculation

None

---

72 Read: “Indicator for assessing impact (IP) in relation to module objective B (‘livelihood of local communities improved’). This specific indicator is a proxy indicator for the overall livelihood situation at the village level in the SGP areas. Experiencing an improved overall livelihood situation, villagers’ are expected to increasingly ensure that their children attend school.

73 SGP investments into improved livelihoods of the people in and around the AHP villages will reduce the causes for early school drop-outs. Therefore, the school attendance rate is expected to increase.

74 Education is essential if people are to escape poverty from living off dwindling forest resources.
<table>
<thead>
<tr>
<th>No.</th>
<th>Description of indicator</th>
<th>Baseline value</th>
<th>Target value</th>
<th>Guidance for data acquisition</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td><strong>Indicator name</strong></td>
<td></td>
<td></td>
<td><strong>Data required</strong></td>
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<tr>
<td></td>
<td>[unit of measurement]</td>
<td></td>
<td></td>
<td><strong>[unit of measurement]</strong></td>
</tr>
<tr>
<td>19</td>
<td>Community rangers</td>
<td>Areas of concern:</td>
<td>BL …</td>
<td>T: …</td>
</tr>
<tr>
<td></td>
<td>involvement in patrolling</td>
<td>- Level of co-management &amp; Enforcement of protection</td>
<td>Measured to:</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>- Assess progress made in introducing co-management arrangements</td>
<td>- Find out in how far community rangers participate in and contribute to the AHP’s enforcement efforts</td>
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75 Read: “Indicator for assessing an outcome (OC) in relation to module objective A and B (‘biodiversity protection improved’ and ‘livelihood of local communities improved’).”

76 Co-management arrangements between AHPs and adjacent communities can generate potential for increased patrolling. Under co-management arrangements, community rangers will reinforce the AHP’s patrolling effort.

77 Setting up Township Protected Area Management Co-ordination Groups has been recommended for Myanmar. In other SGP countries, the institutional setup may be different.
<table>
<thead>
<tr>
<th>No.</th>
<th>Indicator name [unit of measurement]</th>
<th>Areas of concern</th>
<th>Baseline value</th>
<th>Target value</th>
<th>Data required [unit of measurement]</th>
<th>Source of data (documents, statistics, institutions)</th>
<th>Spatial unit for which data is needed</th>
<th>When data to be dealt with</th>
<th>Time/period data to cover</th>
<th>Cost other than project staff and day-to-day operation/transport</th>
</tr>
</thead>
<tbody>
<tr>
<td>20</td>
<td>Conservation agreements signed [signed agreements]</td>
<td>Areas of concern: - Level of co-management&lt;sup&gt;78&lt;/sup&gt; - Level of threat to AHP’s natural resources in its core and buffer zone - Livelihood situation &lt;br&gt; &lt;br&gt; Measured to: - Assess progress made in introducing co-management arrangements - Find out whether there are agreements on natural resource use relating to conservation of the park’s resources. - Understand the level of long-term liability of the commitment of both AHP and buffer-zone villages towards biodiversity conservation while, at the same time, taking into account the needs of villagers</td>
<td>BL …</td>
<td>T: …</td>
<td>Number of signed conservation agreements [signed agreements]</td>
<td>(a-1) AHP management (AHP management plan) (a-2) Township Protected Area Management Co-ordination Group (TPAMCG)&lt;sup&gt;79&lt;/sup&gt; minutes of meetings</td>
<td>AHP (core zone and buffer zone)</td>
<td>When to acquire: - Annually When to report to ACB: - Annually (AUG) Data: - To reveal situation at time of investigation - Not older than 12 months</td>
<td>(a-1) Inquiry with AHP management (a-2) Inquiry with TPAMCG</td>
<td>None</td>
</tr>
</tbody>
</table>

<sup>78</sup> Based on the need to involve village communities in the protection of natural resources and with the support of the SGP, the AHP management and villagers will increasingly work together; and villagers will assume roles in the management and conservation of the AHP’s resources. The foundation for this collaboration will be conservation agreements signed between the AHP and the villages in the park’s buffer zone. Conservation agreements – with maps if relevant – will assist the villages and the AHP management to mitigate threats to the AHP while, at the same time, taking into account the needs of villagers.

<sup>79</sup> Setting up Township Protected Area Management Co-ordination Groups has been recommended for Myanmar. In other SGP countries, the institutional setup may be different.
<table>
<thead>
<tr>
<th>No.</th>
<th>Indicator name [unit of measurement]</th>
<th>Areas of concern - - - Measured to …</th>
<th>Baseline value</th>
<th>Target value</th>
<th>Data required [unit of measurement]</th>
<th>Source of data (documents, statistics, institutions)</th>
<th>Spatial unit for which data is needed</th>
<th>When data to be dealt with - - - Time/period data to cover</th>
<th>Data acquisition method</th>
<th>Cost other than project staff and day-to-day operation/transport</th>
</tr>
</thead>
<tbody>
<tr>
<td>21</td>
<td>Area officially designated with zoning categories [km²]</td>
<td>Areas of concern: - Level of co-management - Level of threat to AHP’s natural resources in its core and buffer zone (^{30}) - Livelihood situation Measured to: - Establish the area of the AHP core and buffer zone with agreed and mutually respected resource use designations - Indicate the recognition of changes in zoning by the Township Protected Area Management Co-ordination Group - Understand whether the AHP has better defined zoning linking to real management arrangements relating to resource use</td>
<td>BL … T: …</td>
<td>(a) For each zoning category, area officially designated [km²/ zoning category] (b) Calculation: Total area officially designated with zoning categories, i.e., a1+a2+…+aN [km²]</td>
<td>(a-1) AHP management (AHP management plan) (a-2) Township Protected Area Management Co-ordination Group (TPAMCG) (^{31}) minutes of meetings</td>
<td>AHP (core zone and buffer zone)</td>
<td>When to acquire: - Annually When to report to ACB: - Annually (AUG) Data: - To reveal situation at time of investigation - Not older than 12 months</td>
<td>(a-1) Inquiry with AHP management (a-2) Inquiry with TPAMCG</td>
<td>None</td>
<td></td>
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</tbody>
</table>

\(^{30}\) The conservation and livelihood interventions of the Programme should lead to improved recognition of what activities are permissible and promoted and what activities are prohibited in different parts of the AHP landscape. With support of the SGP, the AHP’s and villages’ combined area with recognised zoning is expected to increase.

\(^{31}\) Setting up Township Protected Area Management Co-ordination Groups has been recommended for Myanmar. In other SGP countries, the institutional setup may be different.
<table>
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<tr>
<th>No.</th>
<th>Indicator name</th>
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</tr>
</thead>
<tbody>
<tr>
<td>22</td>
<td>Progress with AHP management plan implementation</td>
<td>Areas of concern:  - Effectiveness of AHP management  - Level of co-management Measured to:  - Reveals whether an AHP management plan exists and to what extent park management is in a position to implement it  - Assess progress in implementation of the AHP management plan relating to prescribed activities and budgets</td>
<td>BL … T: …</td>
<td>Average evaluation score [evaluation score]</td>
<td>Township Protected Area Management Co-ordination Group (TPAMCG)</td>
<td>AHP (core zone and buffer zone)</td>
<td>When to acquire:  - Annually When to report to ACB:  - Annually (AUG) Data:  - To reveal situation at time of investigation - Not older than 12 months</td>
<td>Inquiry with TPAMCG</td>
<td>None</td>
<td></td>
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</tbody>
</table>

The SGP will provide assistance in AHP management planning. As a result, each AHP is expected to develop and obtain approval for its management plan. Scores resulting from regular evaluations of AHP management plan implementation are expected to improve/remain high over time.

The AHP management plan will also consider the development needs of the villages in the AHP buffer zone. It will form a foundation for AHP-community cooperation, involving the Local Township Community Development Coordination Group.

At the end of each Township Protected Area Management Co-ordination Group meeting, representatives will be given an evaluation form to assess progress in AHP management plan implementation both in terms of activities carried out and expenditures made against budget lines. In the questionnaire, scores can range from 1 (completely wrong) to 10 (absolutely true). Then, for each questionnaire, the average score will be calculated [theoretical maximum score is 10.0]. The average scores of all questionnaires will be used to calculate an overall average, that is, the score given by the Township Protected Area Management Co-ordination Group on AHP management plan implementation at the time of the meeting [theoretical maximum score is 10.0]. The score will then be recorded in the minutes of meeting. – The following questions (to be scored from 1 – 10) are suggested to be used in the questionnaire: (A) Do you think that implementation progress for planned activities is as scheduled? (B) Do you think that the quality of activity implementation is sufficient? (C) Do you think that the funds allocated for planned activities have been made available on time? (D) Do you think the AHP management plan is up-to-date? - N.b., questions used in this questionnaire can be further developed in line with the local situation and the experience of stakeholders involved.

Setting up Township Protected Area Management Co-ordination Groups has been recommended for Myanmar. In other SGP countries, the institutional setup may be different.
<table>
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</thead>
<tbody>
<tr>
<td>23</td>
<td>(a) Effectiveness of AHP management</td>
<td>Areas of concern: - Effectiveness of PA management&lt;sup&gt;86&lt;/sup&gt; Measured to: - Assess the overall management effectiveness of the AHP - Help understand the AHP’s strengths and weaknesses in a wide range of management areas</td>
<td>BL …</td>
<td>T: …</td>
<td>(a) Overall effectiveness score based on METT methodology adapted to AHP context&lt;sup&gt;87&lt;/sup&gt; [effectiveness score] (b) Effectiveness scores based on METT methodology adapted to AHP context for each element: - Context [effect. score] - Planning [effect. score] - Input [effect. score] - Process [effect. score] - Output [effect. score] - Impact [effect. score]</td>
<td>(a-1) Township Protected Area Management Co-ordination Group (TPAMCG)&lt;sup&gt;88&lt;/sup&gt; minutes of meetings (a-2) METT score cards completed (a-3) AHP management (b-1) TPAMCG&lt;sup&gt;89&lt;/sup&gt; minutes of meetings (b-2) METT score cards completed (b-3) AHP management</td>
<td>AHP (core zone and buffer zone)</td>
<td>When to acquire: - Annually When to report to ACB: - Annually (AUG) Data: - To reveal situation at time of investigation - Not older than 12 months</td>
<td>Application of METT methodology adapted to AHP context, i.e., facilitated METT meeting, completion of METT score cards, and analysis</td>
<td>None</td>
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</tbody>
</table>

<sup>86</sup> The conservation and livelihood interventions will lead to improved management of the AHP and have it achieving higher METT scores over time.

<sup>87</sup> METT methodology and questionnaire are recommended to follow: Mardiastuti A., A. R. Simarangkir, M. D. Kusrini, D. Buchori and I. Suryadi (Los Baños, 2013): Management Effectiveness of ASEAN Heritage Parks: A Study Report. Deutsche Gesellschaft für Internationale Zusammenarbeit (GIZ) GmbH and ASEAN Centre for Biodiversity, Biodiversity and Climate Change Project.

<sup>88</sup> Setting up Township Protected Area Management Co-ordination Groups has been recommended for Myanmar. In other SGP countries, the institutional setup may be different.

<sup>89</sup> Setting up Township Protected Area Management Co-ordination Groups has been recommended for Myanmar. In other SGP countries, the institutional setup may be different.
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</tr>
</thead>
</table>
| 24  | Per capita income  
[currency/  
person and  
time unit]  
<IP·B>  
<Mandatory> | Area of concern:  
- Livelihood situation  
- Measured to:  
  - Assess whether project interventions result in an increased income and a better livelihood situation  
  - making villagers less dependent from AHP resources which, in turn, reduces the threat level for the AHP | BL … | T: … | (a) Total # of households (hh) covered by the sample [hh]  
  - For all interviewed hh:  
    - (b) # of hh members [hh members]  
    - (c) # of female hh memb. [fem. hh memb.]  
  - Income during time period:  
    - (d) all hh members combined [currency/ person and time unit]  
    - (e) all female hh memb. combined [currency/ person and time unit]  
  - (f), (g), (h) and (i) Calc.: See footnotes  
| (a) Documentation of sampling carried out  
  - (b), (c), (d) and (e) Household heads (ideally 50% women) interviewed  
  - (f), (g), (h) and (i) Calculation | Sample of villages inside AHP buffer zone (min. 35 hh overall, min. 5 hh per village, min. 1/3 of all villages includ.)  
| (a) Review of sampling docs  
  - (b), (c), (d) and (e) Households heads (ideally 50% women) interviewed  
  - (f), (g), (h) and (i) Calculation | - Annually  
  - When to report to ACB:  
    - Annually (AUG)  
  - Data:  
    - To reveal situation at time of investigation  
    - Not older than 12 months | (a) Review of sampling docs  
  - (b), (c), (d) and (e) Sample survey utilising key informant interviews and a tailor-made questionnaire – recommended to be tendered out to a specialised qualified service provider  
  - (f), (g), (h) and (i) Calculation | Cost of sample survey – which is recommended to be tendered out and conducted by a specialised qualified service provider  

90 Calculation for (f): Average # of persons per hh within sample, i.e., \((b_1+b_2+\ldots+b_N)/a\) [persons].  
91 Calculation for (g): Average # of female hh members per hh within sample, i.e., \((c_1+c_2+\ldots+c_N)/a\) [female hh members].  
92 Calculation for (h): Average income per person during time period, i.e., \((d_1+d_2+\ldots+d_N)/(b_1+b_2+\ldots+b_N)\) [currency/ person and time unit].  
93 Calculation for (i): Average income per female hh member during time period, i.e., \((e_1+e_2+\ldots+e_N)/(c_1+c_2+\ldots+c_N)\) [currency/ person and time unit].  
94 This sample survey is recommended to be tendered out and conducted by a specialised qualified service provider. At least, however, please consult a statistician to make sure the sample created for each AHP is representative !!
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<th>Data acquisition method</th>
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</tr>
</thead>
<tbody>
<tr>
<td>25</td>
<td>ACB financing gap ratio [%]</td>
<td>Area of concern: - ACB’s role in ASEAN</td>
<td>BL …</td>
<td>T: …</td>
<td>(a) Total amount required for general operation of ACB in previous budget year [EUR]</td>
<td>(a) Annual budget contained in ACB’s Annual Work Plan approved by ACB’s Governing Board (GB) covering previous budget year</td>
<td>AMS</td>
<td>When to acquire: - Annually (Q1)</td>
<td>(a) Document review</td>
<td>None</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Measured to: - Assess whether AMS contribute sufficient funds for the general operation of ACB gradually reducing financing gaps</td>
<td></td>
<td></td>
<td>(b) Amounts contributed by individual AMS countries towards general operation of ACB in previous budget year [EUR]</td>
<td>(b-1) Annual budget contained in ACB’s Annual Work Plan approved by ACB’s Governing Board (GB) covering previous budget year</td>
<td></td>
<td>When to report to ACB: - N/A</td>
<td>(b) Document review</td>
<td></td>
</tr>
<tr>
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<td></td>
<td>(c) Calculation: Total amount contributed by all AMS towards general operation of ACB in previous budget year, i.e., b1+b2+…+b10 [EUR]</td>
<td>(b-2) GB meeting reports</td>
<td></td>
<td>Data: - To reveal situation for previous budget year - Not older than 12 months</td>
<td>(c) Calculation</td>
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<td></td>
<td>(d) Calculation: ACB financing gap ratio for previous budget year, i.e., (a-c)/a*100 [%]</td>
<td>(b-3) Current and previous versions of ToR for ASEAN Biodiversity Fund (ABF)</td>
<td></td>
<td></td>
<td>(d) Calculation</td>
<td></td>
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</tbody>
</table>

95 ATTENTION: While this indicator has been provided in SGP’s logical framework (s. logframe/ Error! Reference source not found., for reference), using it may not make much sense at this stage. So far, the general operational cost of ACB are covered primarily by the Republic of the Philippines as an ACB host country contribution. Other AMS have contributed seed funds (agreed are USD 50,000 per AMS ratifying the ACB Establishment Agreement) into the ASEAN Biodiversity Fund (ABF), which was set up as an endowment fund to provide a sustainable financing mechanism enabling ACB to fulfil its mandate. As of now, eight AMS out of 10 contributed to the ABF. Cambodia and Indonesia did not yet contribute seed funds since the former ratified the ACB Establishment Agreement only recently, while the latter did not ratify the agreement yet. Only 80% of the interest generated by the ABF are available to ACB for their general operational cost!
<table>
<thead>
<tr>
<th>No.</th>
<th>Indicator name [unit of measurement]</th>
<th>Description of indicator</th>
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<th>Target value</th>
<th>Data required [unit of measurement]</th>
<th>Source of data (documents, statistics, institutions)</th>
<th>Spatial unit for which data is needed</th>
<th>When data to be dealt with - - -</th>
<th>Time/period data to cover</th>
<th>Data acquisition method</th>
<th>Cost other than project staff and day-to-day operation/transport</th>
</tr>
</thead>
<tbody>
<tr>
<td>26</td>
<td>Implementation of ACB policy recommendations [%]</td>
<td>Area of concern: - ACB’s role in ASEAN Measured to: - Assess whether ACB is able to convince AMS to implement ACB policy recommendations - Assess whether AMS consider ACB policy recommendations important enough to be implemented - Assess whether AMS consider ACB an important ASEAN institution and partner in policy formulation</td>
<td>BL ...</td>
<td>T ...</td>
<td>(a) # of ACB policy recommendations officially made to all 10 AMS in previous full five years [%] (b) For each AMS, # of official ACB policy recommendations implemented in previous full five years [%] (c) Calculation: See footnote</td>
<td>(a) ACB docs (e.g., ACB’s annual reports of covering period of previous full five years) (b) ACB docs (e.g., ACB’s annual reports of covering period of previous full five years) (c) Calculation</td>
<td>AMS</td>
<td>When to acquire: - Annually (Q1) When to report to ACB: - N/A Data: - To reveal situation for previous full five years - Not older than 12 months</td>
<td>(a) Document review (b) Document review (c) Calculation</td>
<td>None</td>
<td></td>
</tr>
</tbody>
</table>

96 Here, full year means the period covering JAN 1 – DEC 31.
97 Please compile and keep for reference a list of key policy recommendations officially made to all 10 AMS.
98 Only consider those policy recommendations that are shown on list compiled (see footnote above).
99 Calculation for (c): Share of ACB policy recommendations implemented, i.e., \( \frac{\sum b_1 + \sum b_2 + \ldots + \sum b_{10}}{a*10} \) * 100 [%]
<table>
<thead>
<tr>
<th>No.</th>
<th>Indicator name [unit of measurement]</th>
<th>Areas of concern</th>
<th>Baseline value</th>
<th>Target value</th>
<th>Guidance for data acquisition</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td><strong>Description of indicator</strong></td>
<td></td>
<td></td>
<td></td>
<td><strong>Data required</strong> [unit of measurement]</td>
</tr>
<tr>
<td>26</td>
<td><strong>Ratification of ACB Establishment Agreement [%]</strong>&lt;br/&gt;&lt;br/&gt;<strong>&lt;IP-C&gt;</strong>&lt;br/&gt;<strong>&lt;Mandatory&gt;</strong></td>
<td>Area of concern:&lt;br&gt;- ACB’s role in ASEAN&lt;br&gt;Measured to:&lt;br&gt;- Assess whether ACB is recognised by all AMS as an official ASEAN institution within its mandated area</td>
<td>BL ...</td>
<td>T: ...</td>
<td><strong>(a) Total # of AMS as per end of previous year [AMS]</strong>&lt;br&gt;<strong>(b) # of AMS that have ratified the ACB Establishment Agreement as per end of previous year [AMS]</strong>&lt;br&gt;<strong>(c) Calculation: Share of AMS that, as per end of previous year, have ratified the ACB Establishment Agreement, i.e., b/a*100 [%]</strong></td>
</tr>
<tr>
<td>No.</td>
<td>Description of indicator</td>
<td>Baseline value</td>
<td>Target value</td>
<td>Data required</td>
<td>Source of data</td>
</tr>
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<td>---------------</td>
</tr>
<tr>
<td>27</td>
<td>Frequency of biodiversity updates by AMS through ASEAN CHM [updates/AMS and year]</td>
<td>Area of concern: - ACB’s role in ASEAN CHM</td>
<td>BL …</td>
<td>T: …</td>
<td>(a) Total # of AMS as per end of previous year [AMS]</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Measured to: - Assess the level of importance AMS attach to creating, operating and using the ASEAN CHM and, as the CHM is being built, maintained and made accessible by ACB, the level of importance AMS attach to ACB’s role in its mandated field</td>
<td></td>
<td></td>
<td>(b) For each AMS, # of biodiversity updates officially submitted to ACB through the ASEAN CHM in previous full five years [updates]</td>
</tr>
<tr>
<td></td>
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<td></td>
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<td></td>
<td>(c) Calculation: See footnote[101]</td>
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<td></td>
<td>&lt;IP-C&gt;</td>
<td>&lt;Mandatory&gt;</td>
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</tbody>
</table>

\[100\] Only consider those policy recommendations that are shown on list compiled (see footnote above).

\[101\] Calculation for (c): Frequency of biodiversity updates officially submitted by AMS to ACB through the ASEAN CHM in previous full five years, i.e., \((\sum b_1 + \sum b_2 + \ldots + \sum b_{10})/(10*5)\) [updates/ country and year].
SGP PROGRAMME MANAGEMENT MANUAL
ANNEX 05: ORGANISATION, MANAGEMENT, RESPONSIBILITIES,
AND FUNCTIONS

ANNEX 05.0: ACB COORDINATION UNIT
ANNEX 05.1: NATIONAL STEERING COMMITTEE
ANNEX 05.2: NATIONAL WORKING TEAM
21 October 2014

SPECIAL ORDER
No. 2014-030

SUBJECT: CREATION OF A REGIONAL PROGRAMME COORDINATION (RPC) UNIT AND TECHNICAL WORKING GROUP (TWG) FOR THE SMALL GRANTS PROGRAMME (SGP) SUPPORTED BY KfW

In the interest of service and in order to effectively and efficiently implement the Small Grants Program (SGP) being supported by KfW (German Development Bank), the SGP Regional Programme Coordination Unit at ACB and a Technical Working Group (TWG) are hereby created:

Regional Programme Coordination (RPC) Unit

<table>
<thead>
<tr>
<th>Role</th>
<th>Names</th>
</tr>
</thead>
<tbody>
<tr>
<td>SGP Project Director</td>
<td>Clarissa C. Arida, Director, Programme Development and Implementation (PDI)</td>
</tr>
<tr>
<td>SGP Project Coordinator</td>
<td>Corazon A. de Jesus, PDI</td>
</tr>
<tr>
<td>Technical Specialists</td>
<td>Filiberto A. Pollisco, Jr.</td>
</tr>
<tr>
<td></td>
<td>Norman Emmanuel C. Ramirez</td>
</tr>
<tr>
<td></td>
<td>Anthony Charles Thomas M. Foronda</td>
</tr>
<tr>
<td>Project Officers</td>
<td>Rhia C. Galsim</td>
</tr>
<tr>
<td></td>
<td>Grace Ann S. Rodulfo</td>
</tr>
</tbody>
</table>

ACB shall hire additional staff or short-term consultants as necessary, including an Assistant SGP Coordinator, a Project Officer, and a Project Finance Officer. They will form part of the SGP RPC and TWG, as necessary.

As indicated in the signed Separate Agreement with KfW, the RPC Unit shall review and approve/disapprove the proposed Small Grants packages against the pre-defined criteria and prepare the grant portfolios for information of the ACB Governing Board.

Upon the recommendation of the RPC Unit, the ACB Executive Director shall sign contracts with the international or national NGOs and/or the concerned ministries in Indonesia and Myanmar, as appropriate.
Technical Working Group (TWG)

Chair
- Corazon De Jesus, Programme Officer, PDI

Members
- Filiberto A. Pollisco, Jr., Programme Development Specialist
- Norman Emmanuel C. Ramirez, Capacity Development Specialist
- Anthony Charles Thomas M. Foronda, ABS Technical Specialist
- Lilibeth Cabebe, Biodiversity and Information Management
- Pamela Reblora, Communications and Public Affairs
- Dennis Velasco, Finance and Administration
- Nehry Coronel, Finance and Administration
- Lauro Punzalan, Office of the Executive Director

Secretariat
- Rhia C. Galsim, Capacity Development Officer
- Grace Ann S. Rodulfo, Programme Associate

The TWG shall meet regularly twice a month within the Inception Phase of the programme, to discuss and develop the technical and financial elements of the Programme Management/Implementation Manual, with guidance from the International Chief Technical Adviser (ICTA). The Programme Management Manual shall be forwarded for further deliberation of the Executive Committee, with the final approval of the Executive Director. The TWG shall likewise be assisted by a Secretariat to act as the main support unit, and shall carry out all administrative tasks such as preparing the minutes of all meetings of the TWG and maintaining files of relevant project documents and records, registering attendance at meetings, and compiling the draft versions of the Programme Management Manual and its supporting annexes. The Dr. Gunther Myer, SGP ICTA and his team shall provide technical advisory support in SGP implementation (as per contract with ACB dated 06 August 2014).

The RPC Unit, the TWG and the ICTA shall also meet and report to the ACB Executive Director and ACB Executive Committee at least once every two months on the progress made on SGP implementation.

This order shall take effect immediately and may be revised, amended or repealed as the Centre deems fit and necessary.

ATTY. ROBERTO V. OLIVA
Executive Director
ANNEX 05.1

Terms of Reference of the SGP-Myanmar National Steering Committee

KfW-ACB Small Grants Programme

ESTABLISHMENT AND OPERATION OF THE NATIONAL STEERING COMMITTEE

1. Introduction

The Small Grants Programme (SGP) is a regional program of the ASEAN Centre for Biodiversity (ACB) supported by the German Development Bank (KFW). Its SGP objective is to contribute to biodiversity protection and management of natural resources in the ASEAN Region and to address the needs of the local communities through a flexible funding mechanism. As one of the participating countries, Myanmar, through the Forest Department of the Ministry of Environmental Conservation and Forestry (MOECAF) has signed a Memorandum of Understanding with the ASEAN Centre for Biodiversity (ACB) in October 2014, stating the areas of cooperation and responsibilities of each party. This document provides the principal functions, terms of reference, establishment and composition of the National Steering Committee of the SGP – Myanmar.

2. Principal Functions

The National Steering Committee (NSC) has a key role in the SGP and the grant-making process in Myanmar. The NSC’s principal function is to provide strategic guidance for the SGP in Myanmar, and thus ensures meeting the overall programme objectives. The NSC is part of Tier 2 (Country delivery system) of the general management set-up of the SGP. As such, it will receive in its operations support from consultants recruited by ACB.

It provides overall guidance and direction to the country programme, and contributes to developing and implementing strategies for country programme sustainability. In collaboration with the ACB the NSC helps to develop the country programme strategy in accordance with the ACB’s and national environmental priorities, and oversees its implementation. The NSC holds overall responsibility for selecting and proposing projects, and for ensuring their technical and substantive quality through the following:

• Foster a common understanding of the mission and strategic goals of the Small Grants Programme,
• Ensure that SGP activities are clearly related to the overall and national AHP objectives,
• Adapt the AHP SGP Framework and Project Document to national circumstances and priorities,
• Provide a strategic framework for allocating resources and guiding programme implementation, especially selection of projects, through biogeographic and/or thematic focus,
• Constitute a basis for the assessment of programme achievements and impact.
The NSC receives support from the National Working Team (NWT) to meet the overall objectives of the KfW-ACB SGP in Myanmar. The NWT will provide written and justified recommendations of grant proposals to be financed under the SGP in Myanmar.

3. Establishment

The NSC is established pursuant to the MoU between the ACB and the Forest Department of MOECAF. MOECAF has issued a Memorandum establishing a Project Steering Committee (PSC) and will also be used for the SGP. The core-expertise comes from MOECAF’s relevant departments. Annex I provides the list of members and their respective departments, in accordance with MOECAF Notification 99/2014. For members the following selection criteria are recommended:

- sound knowledge of the environmental conditions in the SGP focal areas: biodiversity, livelihoods, climate change, international waters, land degradation and POPs
- sound knowledge of the (environmental) problems on national and local level
- experience in preparation, implementation and monitoring/evaluation of projects

4. Terms of Reference

The NSC will discharge the following:

1. Oversee the implementation of the Small Grant Programme in Myanmar;
2. Review and approve the Project Proposals, submitted to the SGP by NGOs/CBOs and pre-screened by the National Working Team, in accordance with established criteria and procedures;
3. Recommend to ACB the final approval and awarding of the package of Project Proposals through the Regional Programme Coordinating Unit (ACB) approval and grant awarding.
4. Monitor and evaluate of results and overall SGP success.
5. Support the SGP in linking its lessons learned and experiences to policy development and to improving development approaches and procedures at local and country levels.

Other Functions:

1. The NSC ensures the compliance of the SGP with the PMM.
2. NSC members are encouraged to disseminate information on the SGP through their own networks and in general enhance visibility of the programme.
3. The NSC promotes coordination, communication and synergies among donors, NGOs Government and other stakeholders involved in conservation of AHPs

Decision making by the NSC

Operationally, the decisions of the NSC are made by consensus. The decisions are considered final provided they are consistent with national policies and the SGP PMM.

5. Composition and Membership

The principal members of the PSC are appointed representatives of the Government of Myanmar and the ASEAN Centre for Biodiversity (ACB). These are the voting members.
MOECAF has established the NSC through Notification 99/2014 and appointed 7 members from relevant departments of MOECAF (Annex 1).

Non-voting or ex-officio members are (i) members of the NPCU (ii) the ACB Project Manager, and (iii) CTA and ACTA.

The NSC meetings are chaired by the appointed Chair Person, Deputy Director General of the Planning and Statistics Division. The position of Chair is permanent. However, if the Chairperson is to be absent a deputy chair is leading the NSC meetings. This applies for each meeting that the Chair is not present.

6. Frequency and Management of Meetings

The NSC meets on a regular (minimum twice in a year) basis to review and prepare grant proposals for submission to ACB and to conduct other activities within its terms of reference. The first meeting shall be called for two months prior to the end of Myanmar’s Fiscal Year, while the second meeting, to monitor and evaluate project results, and to provide policy and strategic direction. Ad-Hoc meetings will be held when necessary and when needed.

Necessary and supportive documents/materials needed for each NSC meeting will be provided to the NSC members by the NPCU as they are prepared, but not later than 5 days prior the meeting date. The documents/materials will be in electronic and/or hard copies as appropriate. Electronic versions will be sent as they are prepared and could precede its hard copies.

The NSC members should make every effort to be present at each NSC Meeting. Each member should not be absent for more than three (3) times during her/his mandate. If such case occurs, the mandate of concerned member would come to an end.

Venue of the meetings will be decided upon at each meeting. Members are encouraged to host NSC meetings as part of co-financing to the Programme.

Members of the NSC serve on a voluntary basis and without financial compensation.

Reimbursement of reasonable and necessary travel expenses and cost of NSC meetings will be provided. Reimbursement of expenses will follow standard SGP procedures, with reference to the Programme Management Manual and KfW Procedures. Public transport should be used as a means of transport, when and where possible. Only original stamped and signed bills (invoices) are valid, also signed by the NSC member submitting them.

The Secretariat shall take minutes of the NSC’s sessions. Minutes of such meetings are done in Myanmar language and in English.

7. Specific Individual functions
The Chair presides at NSC meetings, and facilitates the process of consensus-building in NSC deliberations.

The Chair of the National Programme Coordination Unit (NPCU), who is also the Chair / Team Leader of the NWT, the appointed project manager of the ASEAN Centre for Biodiversity, and the Chief Technical Advisers (CTA/ACTA) are *ex officio* members of the NSC, and serves as the Secretariat; the NWCD will support the Secretary of the PSC (Director of the Policy and Planning Division, Planning and Statistics Department).
ANNEX 05.2

Terms of Reference of the SGP-Myanmar National Working Team

KfW-ACB Small Grants Programme
Establishment and Operation of the National Working Team

1. Introduction
The Small Grants Programme (SGP) is a regional program of the ASEAN Centre for Biodiversity (ACB) supported by the German Development Bank (KFW). Its SGP objective is to contribute to biodiversity protection and management of natural resources in the ASEAN Region and to address the needs of the local communities through a flexible funding mechanism. As one of the participating countries, Myanmar, through the Forest Department of the Ministry of Environmental Conservation and Forestry (MOECAF) has signed a Memorandum of Understanding with the ASEAN Centre for Biodiversity (ACB) in October 2014, stating the areas of cooperation and responsibilities of each party. This document provides the principal functions, terms of reference, establishment and composition of the National Working Team (NWT) of the SGP – Myanmar.

2. Principal Functions
The KfW-ACB National Working Team (NWT) has a key role in the SGP grant-making process in Myanmar. The NWT is part of the Tier 2 (Country delivery system) of the general management set-up. As such, it will receive in its operations support from consultants recruited by ACB.

The NWT has the following principal functions:

(i) To act as gatekeeper for the SGP selection process
(ii) To call for proposals
(iii) To formally and technically screen and evaluate received proposals
(iv) To recommend grant proposals to the National Steering Committee (NSC) for approval
(v) To adapt the ACB AHP policies and criteria to country circumstances

In discharging the above, the NWT is bound to the SGP Programme Management Manual (PMM), which prescribes all relevant processes and criteria to comply with.

The NWT supports the National Steering Committee (NSC) to meet the overall objectives of the KfW-ACB SGP in Myanmar. The support is rendered through the provision of written and justified recommendations of grant proposals to be financed under the SGP in Myanmar.

3. Terms of Reference
The NWT will assume responsibility for:

- Compliance of the SGP with the PMM
- Launching call for concept notes
- Launching call for proposals
- Review of grant proposals according to meeting completeness standards and formal requirements as provided in the Programme Management Manual
- Review and rank the proposals received for selected AHP, based on evaluation criteria and procedures as provided in the Programme Management Manual
- Monitor the progress of the grant-approved projects in each AHP, and advise on the resolution of any issues that may arise during implementation
- Propose amendments of the project proposals based on the NWT assessment to proponents when and where necessary
- Communicate the results of the assessment to the NSC

4. Composition, size and membership

The Project Monitoring Team established under the Forest Department shall compose the National Working Team. Its composition should be large enough to ensure effective representation from key stakeholders, and small enough to ensure constructive dialogue and decision-making. There are seven members identified in the Project Monitoring Team (Annex 1). To complete the composition of the NWT, and in efforts to ensure gender balance and the participation of local individuals, the NWT will have between 7 and 10 members.

The NWT shall have permanent and non-permanent members.

1. Permanent members are those with defined functions and roles specifically in the process of accepting and selecting grant proposals. The permanent members shall be composed of the following:
   a. The core expertise coming from relevant departments of the MOECAF, which is the Project Monitoring Team under the Forest Department;
   b. The National Project Coordinating Unit (NPCU), whose composition resides within the NWCD;
   c. The Chief Technical Adviser (CTA) and the Assistant Chief Technical Adviser (ACTA), both part of the GITEC Technical Assistance Team at ACB, who, together with the NPCU, shall be performing secretariat functions

2. Non-permanent members are those who will be invited for consultation as regards the technical/substantial content of the grant proposals, and will be invited to join during deliberation and selection of proposals that will be forwarded to the National Steering Committee. The NWT Chair, in consultation with ACB, shall identify and send invitations to these non-permanent members.
   a. In view of the SGP’s double objective to finance conservation and livelihood interventions in four AHPs, complementary and qualified expertise will be invited from institution, e.g. Fisheries Department, Agricultural Department, specialised civil society organisations, research centers, universities and academic institutions (Forest Research Institute, University of Forestry, etc.). Private sector organizations, such as the Myanmar Timber Merchant Association, should be considered, too
   b. Representatives of donor organizations, particularly those providing funding for similar programmes in the AHPs, may be invited to promote cooperation and avoiding duplication of efforts, or as the need arises.

5. Specific Individual functions

- The NWCD Director assumes the position of Chairperson of the NWT. The Chair of the NWT shall issue the official notification for the call for proposals in Myanmar. The Chair, supported by the Secretariat, establishes the final list of proposals that are compliant with the requirements of the PMM. Only the NWT Chair communicates officially with the NSC regarding the grant proposals.
• The ACTA is the appointed Secretariat of the NWT, and will assist in the establishment and management of NWT activities together with the NPCU. The ACTA coordinates activities with the Chair / Director of NWCD, working under supervision and guidance of the CTA.

• All Letters of Interest (LOI)/proposals (in three copies) will be addressed to the NWT Chair, with Attention to the NWT Secretariat / ACTA. The Secretariat will be the point of entry for all submitted proposals, and will be in charge for Step 1 of the grant selection process (screens proposals for formal compliance). The Secretariat will issue / acknowledge receipt of all submitted proposals.

• Permanent and invited non-permanent NWT members will review and mark proposals in accordance with processes and formats prescribed in the PMM.

6. Frequency and Management of Meetings

The NWT will meet twice each year or as needed, to perform the following functions:

• The first meeting will be conducted following the call for proposals, in order to review a list of eligible proposals, and to provide the NSC with expert advice on their selection. Proposal review meetings will be held within two months following the closing date for Proposal submission.

• The second meeting will be conducted at a later date in the grant-making cycle, to review the progress of small projects, and provide advice on the resolution of any issues that may have arisen.

Additional meetings of the NWT may be organized if necessary, at the discretion of the Chair of NWT.

7. Operating Principles

• Proposals shared with the NWT members will first be screened for eligibility by NWT’s secretariat NPCU/ACTA. The NWT will review only eligible LoIs.

• Proposals will be made available to NWT members at least one week prior to the Proposal review meeting. NWT members will be requested not to distribute these documents more widely. NWT members will have familiarized themselves with the proposals under discussion before the meeting commences.

• NWT members will not be paid for their time. The KfW-ACB/NWT Secretariat will provide cost for meeting venue, food and beverages, and in some cases may reimburse travel costs of NWT members. Reimbursement of travel costs (public transport) will be approved on a case-by-case basis.

• Meeting will be organized in Nay Pyi Taw.

• Conflicts of interest (real or perceived) must be declared at the start of each meeting. Where these arise, the person(s) with the conflict of interest must leave the room during discussions of the relevant proposal.

• Wherever possible, decisions should be taken by consensus.

• If feasible, it is suggested that meetings be held in the national language but that minutes be kept in English by the ACTA / Secretariat.
SGP PROGRAMME MANAGEMENT MANUAL

ANNEX 06: SMALL GRANTS PROGRAMMING

ANNEX 06.0: PROPOSAL FORMAT

ANNEX 06.1: EVALUATION SYSTEM FOR GRANT PROPOSALS

ANNEX 06.2: GRANT AGREEMENT FORMAT

ANNEX 06.3: CERTIFICATE OF COMPLETION FORMAT
Small Grants Programme of the ASEAN Centre for Biodiversity
Proposal Format

I. Project Key Information

Project title: _____
Country: _____
Project Start: _____ (DD/MM/YYYY)  Project End: _____ (DD/MM/YYYY)
Core Area: 1) Biodiversity Conservation↓ (Drop down menu)
Thematic Focus: 1) General protected area management↓ (Drop down menu)
Project Type: Information/knowledge management↓ (Drop down menu)
Contract Amount: _____ EUR (max. 50.000 EUR)

Proponent:
Name of Institution/Organization: _____
Contact Person: _____ (Name and Position)
Mailing Address: _____
Telephone: _____
Physical Address: _____

Implementing Partner Institution (if any):
Name of Institution/Organization: _____
Contact Person: _____ (Name and Position)
Mailing Address: _____
Telephone: _____
Physical Address: _____
II. Introduction

Project summary

Short summary of the project: description of the project context, proposed approach, relevance of the project to the Objectives of the ACB-SGP. Max. 2000 characters

Organizational Background

Give information about the organization to demonstrate that the proposing organization has the experience, capacity and commitment to successfully implement the proposed project. Max. 1000 characters.

III. Project concept

Context

Short description on the present status regarding the project area including the core problem which the project is addressing (problem statement or challenges the project intends to address). Max. 1000 characters.

Rationale

Indicate importance of proposed project to the ACB-SGP. Please reflect the relationship of the project to other relevant programmes and how it is integrated into country strategy (sectors, projects). Max. 1000 characters.

Target group

Target group is the population or other stakeholders, including government and communities living within the adjacent areas, identified as the intended direct or indirect recipient of the intervention. Max. 1000 characters.

IV. Strategy

Overall Objectives

Define the overall objective of the proposed project. Please be reminded that the objectives have to be formulated in a measurable way. Max. 500 characters.

Specific Objectives
Define the specific objectives of the proposed project. Please be reminded that the objectives have to be formulated in a measurable way. Max. 500 characters.

**Results / Outcomes**
State the desired outputs and direct benefits addressing the identified needs and problems. The expected results are the measurable changes which occurred by the end of the project as a result of the planned intervention. Max. 500 characters.

**Key indicator**
Include key indicators for each of the outcomes. Max. 1000 characters.

**Key Personnel**
List the key personnel who will be responsible for completion of the project, as well as other personnel involved in the project.

**Support to the ASEAN Heritage Parks Programme**
Please describe how the project is relevant for the ASEAN Heritage Parks Programme and the CBD Aichi Targets (e.g. Promoting cooperation and sustainability, addresses conservation targets, sharing of lessons learnt). Max. 1000 characters.

**Gender**

**Risk to Successful Implementation**
Identify and list the major risk factors that could arise in the project and could jeopardise the expected result. Please also propose risk mitigation measures to address potential risks. Max. 1500 characters.

**Knowledge Management, Communication and Replication of Project Results**
How do you plan to capture and share the knowledge, lessons learnt and good practices gained through the implementation of the project, also with respect to ACB’s role. How will results of the project be communicated within AMS? Max. 1500 characters.

**Sustainability**
Please formulate how the use of the project results can be ensured also after the project’s conclusion (e.g. which methods, approaches, instruments or concepts will be used on a sustained base by the Target Group or other actors). Max. 1500 characters.

V. Activities and Finances

Activities

Provide details of what will actually be done to accomplish the project objectives, in a logical framework. Specific activity description in packages, each one belonging to one of the indicators (please use bullet points). Max. 1500 characters.

Activity Cost Milestone Plan

Please provide a work and financial plan (use Activity Cost Milestone template). Max. 1000 Characters.

VI. Monitoring and Evaluation

Monitoring and Evaluation

Please describe the methods and procedures to pursue and assess project progress during the implementation (e.g. reporting schemes and schedules, field assessment/quality control) All projects may be audited upon request by ACB.. Max. 1500 Characters
VII. ACTIVITY COST MILESTONE PLAN

<table>
<thead>
<tr>
<th>Description of Task</th>
<th>Description of Activities</th>
<th>Budget Category</th>
<th>Unit</th>
<th>Quantity</th>
<th>Unit Cost</th>
<th>Total Cost</th>
<th>GSP (5%)</th>
<th>Grade (25%)</th>
<th>Co-Taxing</th>
<th>Notes / Remarks</th>
<th>MILESTONE</th>
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Continue with Output 3, 2, 1, etc.
### ACB SMALL GANTS PROGRAMME

#### ADMINISTRATIVE REVIEW – CHECKLIST OF SUBMISSIONS

<table>
<thead>
<tr>
<th>Check</th>
<th>Required Items</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Cover Letter</td>
</tr>
<tr>
<td>2</td>
<td>Grant Summary Sheet</td>
</tr>
<tr>
<td>3</td>
<td>Grant Proposal with Activity-Cost-Milestone and Disbursement Request Form</td>
</tr>
<tr>
<td>4</td>
<td>Statement of Bank Account of Proponent (where the monies go)</td>
</tr>
<tr>
<td>5</td>
<td>Proof of Registration with Forest Department</td>
</tr>
<tr>
<td>6</td>
<td>Audited Financial Statements for the (last 3) years <em>(please specify years)</em></td>
</tr>
<tr>
<td>7</td>
<td>Declaration of Undertaking from <em>&lt;please specify institutions, offices, organizations&gt;</em> to partner or otherwise support the project</td>
</tr>
<tr>
<td>8</td>
<td>Endorsement from the AHP Warden: For this Call 1 and only for this call the AHP Wardens’ endorsement is waved, due to (i) their full involvement in developing the Concept Note and (ii) NWCD’s endorsement of process.</td>
</tr>
<tr>
<td>9</td>
<td>Others, please enumerate and label separately (e.g., organizational brochure, relevant knowledge products of the organization, other proofs of organizational capacity/capability/track record, CVs of key organizational figures, CVs of identified key proposed project personnel, key)</td>
</tr>
</tbody>
</table>

### Result of Administrative Review and Remarks

**Review Place and Date:**

**Reviewers:**

1. <Full Name> <Organisation> <Position> <Signature>
2. <Full Name> <Organisation> <Position> <Signature>
3. <Full Name> <Organisation> <Position> <Signature>
4.  

---

ANNEX 06.1
## ADMINISTRATIVE REVIEW FORM

<table>
<thead>
<tr>
<th>Sr</th>
<th>Proposal Title</th>
<th>Proponent</th>
<th>Cover Letter</th>
<th>Grant Summary Sheet</th>
<th>Eligible PA</th>
<th>Proposal with Activity</th>
<th>Statement of Proprietor's Bank</th>
<th>Proof of Registration with FD</th>
<th>Audited Financial Statements</th>
<th>Declaration of Undertaking</th>
<th>Endorsement by Wardens</th>
<th>Relevant CVs</th>
<th>Eligible/Yes-No ([?)</th>
<th>Complete/Yes-No ([1] to</th>
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<th>Comment</th>
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Reviewers:
# ACB SMALL GRANTS PROGRAMME
## EVALUATION FORM

<table>
<thead>
<tr>
<th>Criteria</th>
<th>MAXIMUM Points</th>
<th>Percentage awarded</th>
<th>Score</th>
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<tbody>
<tr>
<td>1. Quality of Technical Proposal/ Technical approach (70%)</td>
<td></td>
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<tr>
<td>1.1 Strategic fit</td>
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<td>Responsiveness to Call for Proposals (Thematic Areas)</td>
<td>4</td>
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<tr>
<td>Contribution toward SGP success indicators (per PUM and Call for Proposals)</td>
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<tr>
<td>Clearly established relationship with PA Management Plan</td>
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<td>Probable impact on livelihoods and biodiversity conservation in the targeted area,</td>
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<td>Sustainability of project results (outcomes)</td>
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<tr>
<td>Sustainability of stakeholder engagement after the project (i.e., exit strategy)</td>
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<tr>
<td>15</td>
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<tr>
<td>1.2 Content</td>
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<tr>
<td>Clearly defined problem Statement;</td>
<td>6</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Goals, Objectives and Activities clearly outlined</td>
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<tr>
<td>Coherence of proposed organizational set up, ToR of project staff and goals / objectives of the project</td>
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<tr>
<td>Proposed approaches and methodologies related to: (a) organizing and capacity building of the project participants' communities, (b) monitoring system and (c) ensuring sustainability of action and stakeholder engagement after the project clearly defined</td>
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<tr>
<td>Potential risks and solutions identified</td>
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<tr>
<td>Logical Framework Matrix clearly presented</td>
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<td>1.3 Organizational capabilities and relevant experience</td>
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<tr>
<td>Past performance on similar projects;</td>
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<td>0</td>
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<tr>
<td>Experience in geographic region;</td>
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<tr>
<td>Relevance of staff skills to the proposed project</td>
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<tr>
<td>Number and competence of relevant management and technical staff</td>
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<tr>
<td>Presence of personnel and logistical support in the project site</td>
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<tr>
<td>Presence of sound financial management system</td>
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<tr>
<td>Focus on women and disadvantaged persons' issues;</td>
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<tr>
<td>Impact on women and disadvantaged persons' participation;</td>
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<tr>
<td>2. Quality of financial proposal / Cost effectiveness (30%)</td>
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<tr>
<td>The proposed budget is reasonable – what does it mean</td>
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<tr>
<td>The proposed budget is in line with the prescribed 40:60 ratio</td>
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<tr>
<td>Ratio of time/staff cost to activity cost is reasonable</td>
<td>10</td>
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<td>0</td>
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<tr>
<td>Cost-sharing/Counterpart funding, in cash or in kind adheres to min. standard (US 20% of overall budget)</td>
<td>15</td>
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<tr>
<td>Cost-sharing/Counterpart funding includes leveraging other funds or submitted funding proposals that could complement project activities</td>
<td>20</td>
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<tr>
<td>Organizational overhead is not more than 6.24% of the total project costs</td>
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<tr>
<td>The proposal minimizes any administrative costs by leveraging funds from other sources for managing the project in order to maximize the funds available for field-based project activities</td>
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<td>100</td>
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| Points Awarded for Technical proposal | 100 | 0.00% | 0 |
| Points Awarded for Financial proposal | 100 | 0.00% | 0 |
| Weighted Score for Technical proposal (70%) | | 0.00 |
| Weighted Score for Financial proposal (30%) | | 0.00 |
| Total Score | | 0.00 |

\( a = \text{higher the level, higher the score}; b = \text{lower the level, higher the score} \)

<table>
<thead>
<tr>
<th>Scale and Evaluation:</th>
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<tbody>
<tr>
<td>80% and above: Pass</td>
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<tr>
<td>55% to &lt;80%: for revision</td>
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<tr>
<td>&lt;55%: fail</td>
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</table>
# Comments Form

<table>
<thead>
<tr>
<th>Criteria</th>
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</table>
This Grant Agreement ("Agreement") is made between

ASEAN Centre for Biodiversity (ACB) represented by:

**ATTY. ROBERTO V. OLIVA**

Executive Director

ASEAN Centre for Biodiversity
3/F ERDB Building, UPLB Forestry Campus
Los Baños, Laguna 4031
Philippines

(the “Authority” or “Grant Authority”)

and

Name of project implementing partner (if applicable) represented by:

[Name and position of representative individual]

[Registered address of project implementing partner/Individual]

(the “Grantee”),

referred to collectively as the “Parties” and each individually as a “Party”,

PREAMBLE

ACB and KfW/ German Development Bank (hereafter the "Donor" or "KfW") have signed an agreement on 9 August 2013 for the implementation of the ASEAN Heritage Parks Small Grants Programme ("SGP" or the "Programme);

ACB signed a Memorandum of Understanding with the Forest Department of the Ministry of Environmental Conservation and Forestry (FD-MOECAF) of the Republic of the Union of Myanmar in October 2014 signifying the implementation of the SGP in Myanmar;

The Grantee has submitted a project proposal to ACB on 03 September 2015 for [Proposal Title] under ACB Small Grants Programme;

Further to completion of the prescribed evaluation process, ACB has officially selected the Grantee to participate in the implementation of aforesaid undertaking.

Therefore, the Parties agree on the following terms:

1. **INTRODUCTION AND DEFINITIONS**

1.1 This Grant Agreement is in accordance with the overall objective set in the Small Grants Programme (SGP) by the ACB supported by the German Financial Cooperation, which is the “Strengthening of biodiversity protection and management of natural resources in
line with the basic needs of the local population in the ASEAN region by strengthening the ACB in its role to promote biodiversity conservation.”

1.2 This Grant Agreement contains the terms on which grant funding is being provided to the Grantee for the Project.

1.3 In this Grant Agreement the following terms have the meanings set out below:

(a) ‘Equipment’ means the tools and machinery which the Grantee may use in order to conduct research and other necessary activity for which grant funding has been provided;

(b) ‘Project’ means the activity for which the Authority has sought proposals and awarded grant funding to the Grantee under this Grant Agreement;

(c) ‘Project Implementation’ means all steps which the Grantee undertakes in order to deliver the Project which is being supported by funding provided under this Grant Agreement.

1.4 Any reference to the Programme Management Manual (“PMM”) in this Grant Agreement includes reference to any changes to or replacement of the PMM.

2. Grant Offer

2.1 The Authority offers to pay the Grantee the grant funding set out in this Grant Agreement on condition that the Grantee complies fully with the terms of this Grant Agreement.

2.2 The Grantee acknowledges that the Authority agrees to provide funding only for the amount, period and purposes set out in this Grant Agreement.

2.3 The Grantee acknowledges the precedence of the PMM for Project implementation.

3. Purpose of the Grant

3.1 The Authority is providing grant funding for the implementation of the project entitled: [Proposal Title] (“the Project”). The Project outputs and activities, as set out in the Final Project Proposal, are set out in Annex 1.

3.2 The Grantee accepts responsibility for the proper use and administration of all funding provided under this Grant Agreement and undertakes that this will be used only for the purpose of carrying out the Project in accordance with Annex A.

3.3 The Grantee shall not use the funds in a fraudulent or corruptive manner, nor shall it be used in activities that may relate or implicate links to drug trafficking, organized criminal activity or terrorism.

3.4 The Grantee shall have the right to subcontract part of the Project to third-parties or to project partners; it being understood that the Grantee shall remain solely responsible for ensuring that all applicable provisions of this Agreement are transmitted to and become binding upon Sub-contractors and Project Partners.

4. Grant Award and Effectiveness

4.1 The ACB Executive Director, as representative of the Grant Authority, awards the grant in writing. Additional items such as a) final negotiated budget(s), b) special provisions, and c) any other attachments can be added if need be.
4.2 The Grant becomes effective on the date the Agreement is signed by both Grantee and Authority.

4.3 The grant funding period, henceforth Project Implementation, is from [Start Date] to [End Date].

5. **Grant Amount and Disbursement**

5.1 The Authority does not guarantee grant funding for subsequent periods after the term of this Grant Agreement. If the Authority were to provide additional grant funding, this will depend on factors including:

(a) The availability of funding to the Authority and

(b) Full compliance with the terms of this Grant Agreement by the Grantee in the period covered by this Grant Agreement.

5.2 The Authority shall provide up to a maximum of EUR xxx (in words: _____ EURO) towards the total costs of the Project, of which EUR xxx (in words: _____ EURO) will be paid in the agreed funding period. The balance of EUR xxx (in words: _____ EURO) is due upon the Authority’s acceptance of final technical and financial reports.

5.3 No payment in addition to the Grant shall be made under this Agreement other than as set forth above.

5.4 Payment will be made in accordance with the PMM Disbursement Procedure as follows:

5.4.1 The Grantee shall use the Activity-Cost-Milestone Plan (budget calculation), from which the Authority shall base the disbursement of grants. The first tranche is disbursed to the service provider within 10 working days after the delivery of the signed contract to ACB.

5.4.2 For the project [Proposal Title], the following is the schedule of disbursement:

| Table 1: Disbursement Schedule for Grants with a duration of more than 6 Months |
|---------------------------------|-----------------|
| First Tranche                   | 40 %            |
| Second Tranche                  | 40 %            |
| Third Tranche                   | 20%             |

Within 10 working days upon signing of Contract by the Parties

Upon submission of withdrawal application with evidence that 75% of the first tranche has been incurred

Upon submission of the Grantee and ACB-acceptance of final financial and technical reports

5.4.3 Subsequent tranches are disbursed upon the delivery and approval of complete and duly prepared interim/final reports. After expenses of 75% of the first tranche have been incurred, the Grantee shall submit a withdrawal application signed, endorsed and certified correct by the authorized representative.

5.4.4 The Grantee shall submit the following documents in English, documents in any other language must be accompanied by a translation into English:

- Request for replenishment which should bear the project reference number, numbered consecutively and signed by authorized representatives of the Service Providers.
- Reconciliation statement for special bank account/s.
- Statement of Expenditures
- Detailed breakdown of Expenditures
5.5 Payment of the Grant shall be made to the following bank account (bank account details of the Grantee):

<table>
<thead>
<tr>
<th>Project / Grant Title:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Account No./Currency:</td>
<td></td>
</tr>
<tr>
<td>Account Name:</td>
<td></td>
</tr>
<tr>
<td>Bank Address:</td>
<td></td>
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<tr>
<td>ABA number:</td>
<td></td>
</tr>
<tr>
<td>SWIFT:</td>
<td></td>
</tr>
</tbody>
</table>

5.6 The Authority will not authorise payment unless the Grantee has:

(a) signed and returned a copy of this Grant Agreement to the Authority;
(b) provided appropriate bank details including a method for identifying the Authority’s funding either in a separate bank account or by using project codes; and
(c) complied with the terms of this Grant Agreement, especially the reporting requirements.

5.7 The Authority reserves the right to withhold all or any payments of the grant funding if it has reasonably requested information and/or documentation from the Grantee and this has not been provided to the Authority within the timescales reasonably required.

6. Contact Persons

6.1 The Authority representative and contact person, together with the contact details, is the following:

**ATTY. ROBERTO V. OLIVA**
Executive Director
c/o Corazon A. de Jesus Jr.
Coordinator for SGP
ASEAN Centre for Biodiversity
3/F ERDB Building, UPLB Forestry Campus
Los Baños, Laguna 4031
Philippines
Tel.: +63–49–536 2865, +63–49–536 3989
Cell-Phone: +63917-534-3189
cadejesus@aseanbiodiversity.org

6.2 The Grantee representative and contact person, together with the contact details, is the following:

[Name and position of representative individual]
[Registered address of representative individual]
All communications and deliverables permitted or required to be provided under this Agreement by either Grantee or Authority shall be addressed to these representatives.

7. Managing the Grant

Financial Reporting and Auditing

7.1 The Grantee shall provide a financial report every 3 months in accordance with the PMM. The first report is due after 3 months from receipt of the first tranche.

7.2 The Grantee shall send originals or copies of invoices and receipts to the Authority within one (1) calendar month after sending a financial report to the Authority.

7.3 The financial reports, in both soft and hard copies, must be received by ACB not later than 15 calendar days after end of period under review.

7.4 The financial report shall be comprised of the Statement of Expenditures, Detailed breakdown of expenditures, and receipts to support such expenses. The forms and guidelines are specified in the PMM.

7.5 The financial reports shall be prepared in Euro. Expenses paid in local currency will be translated using the prevailing exchange rate at the time of converting the euro amount to local currency.

7.6 The financial reports shall be prepared and certified correct by the concerned finance and administration official. The financial report shall be countersigned by the authorized party or representative of the service provider.

7.7 The financial reports shall be submitted in English. Documents in any other language must be accompanied by a translation into English.

7.8 If in the event that the Grantee fail to submit the required reports/supporting documents within the required time and the issues have not been eliminated within 15 days, ACB may suspend disbursements and repayments to service providers.

7.9 The Grantee shall keep a separate project journal and observe the national standards for correct bookkeeping. All project-related receipts and expenditures shall be recorded in chronological order and in accordance with the measures agreed-upon.

7.10 Project journal and original vouchers must be kept until at least five years after completion of project and will be accessible at all times for inspection by ACB or third parties authorized by ACB or will send them on request to ACB or third parties authorized by ACB.

7.11 The Grantee shall maintain a Cash Book which consists of records of cash and bank transactions, records of every payment and receipt including detailed information such as cheque and voucher numbers; and a Journal that shall be used to record adjusting entries and all other transactions which cannot be recorded in the cash book.

7.12 An annual financial audit may be carried out by the Authority, where the Grantee shall source an external auditor, and the Authority shall provide the budget to finance such annual audit. The Authority shall inform the Grantee of the essential results of the report. The Grantee shall implement the recommendations of the Authority ensuing from the results of the audit report promptly and shall furnish proof of this to the Authority on request.

Technical Reporting
The Grantee shall provide a technical progress report in accordance with the PMM during the grant funding period, with the 1st progress report to be submitted 3 months after start of project implementation.

The Grantee shall provide quarterly technical progress reports within 15 days after the period under review, to be submitted together with the financial report.

Upon Project completion, the Grantee shall prepare and send a final report (“the Project Completion Report”) to the Authority within 30 days after project completion. This report shall follow the formats specified in the PMM. The Authority will only make a final grant payment when the Project Completion Report has been submitted to the relevant representative of the Authority, in the format requested and with all of the information that is required.

All narrative and financial reports must be separately signed by the grantee’s statutory representative. The Park Wardens shall countersign the each progress and the Final Report to confirm the correct and effective use of funds provided under the SGP.

Forms and formats for the preparation of Progress and Final Reports, all additional instructions, as well as relevant forms are available in the PMM.

The Authority will supervise the progress of the Project throughout the grant funding period and reserves the right to:

(a) carry out Evaluation Visits at a time agreed with the Grantee and after giving reasonable notice; and/or

(b) to appoint an external evaluator.

The method and timing of the Evaluation of the Project will be at the Authority’s discretion.

The Grantee will make staff available to meet with, answer questions and provide management information to the evaluator appointed by the Authority.

The Authority and the Grantee shall undertake a joint review of the Project if the Authority considers it necessary to refocus the Project outputs. The Authority may terminate the Project if, at any stage, the Project outputs are not achieving the agreed objectives, impact and delivery.

The grant funding must be spent in the agreed Grant Funding Period for which it was approved. Funds may only be carried over in exceptional circumstances with the prior written agreement between the Authority and the Grantee.

Funds unspent at the end of the grant period must be paid back to the ACB-SGP.

The Authority and the Grantee shall work together to ensure effective management of the grant funding provided under this Grant Agreement.

In order to ensure its accountability to KfW and ASEAN, or any other body authorised to scrutinise its use and management of public funds, or in order to assess risks of fraud or guard against potentially fraudulent use of grant funding, the Authority reserves the right to:
(a) make grant funding subject to such arrangements (including terms of reference, steering committees and virtual boards) as it considers reasonable, appropriate and proportionate to manage the relationship with the Grantee. This reservation may be exercised because of the budget, scope or complexity of a Project; or
(b) commission an external audit of the financial reporting provided by the Grantee at any point in the grant funding period. Where the Authority exercises this right, it will bear the cost of such audit.

Recovery of funding
7.26 If the Authority makes an overpayment to the Grantee, it will seek recovery of all sums overpaid. The Grantee shall repay any overpayment to the Authority within thirty (30) calendar days of receiving a written request from the Authority to make a repayment.
7.27 The Authority retains the right to recover any funds given to the Grantee under this Grant Agreement which have not been used for the purposes of implementing the Project or cannot be accounted for.
7.28 At the end of term of this Agreement, the Grantee shall return to the Authority any unexpended Grant funds that are not required to meet expenses to an account specified by the Authority. It is understood that the Authority shall have the right to take all actions necessary to recover any such unreturned Grant funds at the Grantee’s sole expense.

Financial Irregularity
7.29 If the Grantee has good reason to suspect fraud or any other misuse of any grant funding paid under this Grant Agreement, it must notify the Authority immediately, explain the steps that are being taken to investigate the suspicion and keep the Authority informed of the progress and outcome of the investigation.

Budget Realignment
7.30 Budget realignment may be allowed once within the project duration. The Grantee shall immediately notify the Authority of the budget realignment at mid-term of the project duration. The Grantee shall submit a justification to the proposed realignment, which should not be more than 20% of the total savings foreseen from the budget. The approved budget for each budget line is the maximum amount that can be spent even if savings in other lines have been obtained. Realignment may not be used to increasing budget lines for personnel costs.

8. Other uses of grant funding

Procurement
8.1 The Grantee must exercise due diligence and obtain value for money when using grant funding and shall act in a fair, open and non-discriminatory manner when procuring for the assignment of consultants, supply and work contracts.
8.2 The Grantee shall follow procurement guidelines and procedures in accordance with the PMM when procuring for the assignment of consultants, supply and work contracts.
8.3 If the Authority requests information from the Grantee about the use of grant funding provided under this Grant Agreement for procurement, the Grantee shall provide sufficient information to show that its procurement processes are transparent and fair, allow for competition, and was cost effective.
Equipment – Purchase

8.4 The Authority shall allow purchase of equipment that the Grantee considers necessary for project implementation.

8.5 The Grantee shall include in the detailed workplan the justification for purchasing such equipment and how utilization is necessary for project implementation. The Grantee shall follow Procurement procedures as indicated in the PMM and as indicated in Sections 8.1-8.3.

8.6 The Grantee shall seek the consent of the Authority when purchasing such equipment. The Authority reserves the right to consider any failure to seek its consent before using grant funding to buy Equipment as a significant breach of this Grant Agreement for which the Authority may end this Grant Agreement.

8.7 If the Grantee buys Equipment to implement the Project, it shall maintain a record and notify the Authority of such purchases using grant funding. Entries in the record must include the following information:
   (a) description of the item(s)
   (b) specific identification (e.g. serial number)
   (c) date of purchase
   (d) where the item was purchased
   (e) original value (including VAT, if paid)
   (f) person responsible for the purchase

8.8 If the Grantee has an existing process by which it records all purchases, this process may be used to record the information set out in clause 8.7(a)-(f).

8.9 If the Grantee buys Equipment with the Authority’s consent, any such Equipment will be the property of the Grantee at the end of the grant funding period, provided that the Grantee complies with the submission of the required final technical and financial report, and the Authority shall then issue a formal final acceptance of the reports.

9. Authority Access to project sites and records

9.1 The Authority may request reasonable access for its authorised representatives, after giving the Grantee notice, to:
   (a) project sites which the Grantee owns or occupies and where any activity in support of the Project has been undertaken; and/or
   (b) records (however these are stored) which show how grant funding for the Project has been used.

10. Lawful conduct

10.1 The Grantee must ensure that it complies with any applicable law or organisational directives and regulations which is binding on it.

10.2 The Grantee shall also cooperate with the Authority (to the fullest extent permissible and consistent with its obligations under any applicable law or rules) to enable the Authority’s compliance with its obligations under its Statute and contracts which applies to the provision of grant funding under this Grant Agreement.
11. Transparency

11.1 The Grantee acknowledges that the Authority shall disclose payments made under this Grant Agreement to KfW, ACB Governing Board, the National Steering Committee, and the National Working Team.

12. Branding and Publicity

12.1 The Grantee is obligated to acknowledge the Authority’s support of the project (1) on all premises where events take place as part of the project, (2) in all communication materials distributed as part of the project and (3) on all websites connected with the project, including the grantee’s websites.

12.2 All acknowledgements must carry the visible logo of the ACB-SGP, MOECAF, including the project seal provided by the German Embassy, and, if on-line, must be directly linked to www.aseanbiodiversity.org/sgp. Acknowledgements in event venues must be present for the duration of the events; acknowledgements on-line must remain active for the whole contractual period of the grant project, at minimum.

12.3 The AHP Site-Based projects shall bear Project sign boards, with the ACB-SGP logo and the Project seal from the German Embassy that will contain at least the following message:

“A development project of the ASEAN Centre for Biodiversity, co-financed by the Federal Republic of Germany through KfW.”

12.3 The Grantee must consult the Authority regarding the content of any promotion or publicity regarding the Project particularly if it proposes to use any of the Authority’s branding or logos in accordance with the PMM. Where the Authority directs that its funding must not be acknowledged, the Grantee shall comply with this instruction.

12.3 Other branding and publicity materials, such as press releases, publication of success stories, and other knowledge management materials which the Grantee may identify as contributory to the project’s promotion, are detailed in the PMM.

13. Conflict of Interest and Grantee commentary

13.1 The Grantee shall ensure that it has adequate procedures in place to enable early identification and effective management of any conflicts of interest which it or its Staff may have in relation to this Grant Agreement. Where the Grantee identifies a conflict of interest it shall notify the Authority of this and provide information about how this is being managed.

13.2 In addition to its obligations in clause 13.1, the Grantee shall:

(a) avoid expressing views which are inconsistent with the Authority’s position and the Programme Objective when speaking to external partners in order to deliver the Project;

(b) make clear that it does not represent or speak for the Authority in any situation where it expresses views;

(c) check with the Authority first before making any statements which might be covered by clauses 13.2 (a) or (b).

14. Amendment of this Grant Agreement

14.1 This Grant Agreement may be amended only by written agreement of the Parties.
15. **Breach of Grant Conditions, Temporary Suspension and Termination**

**Temporary suspension of performance**

15.1 Either Party may notify the other of any event or matter which was neither caused by the Parties nor is within the control of the Parties which prevents, delays or is likely to prevent or delay the performance of its obligations under this Grant Agreement. In this situation, the Parties may agree to suspend the performance of obligations under this Grant Agreement temporarily for a period of up to 1 calendar month (“Temporary Suspension Period”).

**Termination**

15.2 Either Party may terminate this Grant Agreement by giving one (1) month notice to the other, if:

(a) the other Party commits a significant breach of any terms of this Grant Agreement and the breach is not remedied after communication and within the period agreed by the Parties; or

(b) there is a significant event which was neither caused by the Parties nor is within the control of the Parties and this prevents the implementation of the Project.

15.3 The Authority may terminate this Grant Agreement by giving one (1) month notice in writing to the Grantee, if:

(a) any changes occur, which in the sole opinion of the Authority, impair the value of the contribution to the Project or towards the Authority’s Programme Objective;

(b) The funding available to the Authority becomes, or is likely to become, in the Authority’s sole opinion, insufficient for it to continue to finance the Project.

15.4 On termination of this Grant Agreement, the Grantee shall provide financial and narrative reports (including invoices and receipts) up to the date of such termination.

**Force Majeure**

15.5 The performance of this Agreement by either Party is subject to *force majeure* events including, without limitation, acts of God, war, acts of terrorism, government regulations, political and/or economic events, national emergency, disaster, strikes (except by the relevant Party's own employees), civil disorders, or other emergencies making it illegal or reasonably impossible for that Party to perform its obligations hereunder. In the case of a *force majeure* event, this Agreement may be suspended or terminated further reasonable prior written notice from either Party to the other without any liability other than for remuneration for services duly provided and/or the costs properly incurred and documented up to the date of the *force majeure* event.

**16. Liability and Indemnity**

16.1 Neither Party may limit its liability for personal injury or death caused by negligence, fraud or fraudulent representation.

16.2 Subject to clause 17.1, the Authority does not accept any liability to the Grantee or to any third Party for any costs, claims, damage or losses however they are incurred.
16.3 The Grantee agrees to indemnify the Authority for any costs, claims, damage or losses which arise as a result of negligence by the Grantee or out of any breach by the Grantee of any terms of this Grant Agreement.

17. Grantee responsibility for Staff

17.1 The Grantee undertakes to provide adequate supervision of and care for its staff, authorised agents and representatives.

17.2 The Grantee must liaise closely and in good time with the Authority about the feasibility of travel to such region subject to 18.4, where the Authority has publicly advised against all travel to a region where the Project is to be implemented or where the Authority has highlighted specific security or safety concerns.

17.3 The Authority acknowledges that where the Grantee has access to its own source of advice and processes for ensuring the safety and security of its personnel (including sub-Grantees and other authorised agents) it will rely on such provisions and shall bear the responsibility for all such personnel.

18. Intellectual Property Rights

18.1 Any information gathered by the Grantee, and any work developed or created by the Grantee under this Agreement, including without limitations any data, datasets, research, study reports, knowledge and all written, graphic, audio, visual and any other materials, contributions, applicable work product and production elements contained therein, whether on paper, disk, tape, digital file or any other medium or form (the "Work"), shall remain the intellectual property of the Grantee, provided however that the Grantee hereby grants to ACB and the Donor (KfW), a perpetual, irrevocable, royalty-free, non-exclusive license (with right to sub-license), to copy, distribute, publish, modify, localize, adapt and prepare derivative works from the Work for any purpose, in any media, and in any jurisdiction worldwide, for non-commercial use

18.2 The Grantee warrants that it will take all reasonable steps to ensure that its implementation of the Project under this Grant Agreement will not infringe any intellectual property rights of any third Party. The Grantee agrees to indemnify and hold the Authority harmless against all liability, loss, damage, costs and expenses (including legal costs) which the Authority may incur or suffer as a result of any claim of alleged or actual infringement of a third Party’s intellectual property rights because of the Grantee’s negligent implementation of the Project.

19. Information about Grantee Staff and Sub-Grantees

19.1 The Grantee acknowledges that in some circumstances the Authority may for security purposes require information regarding its Staff and sub-Grantees or other authorised representatives. Where the Authority makes such a request the Grantee shall, subject to clause 19.2, provide the Authority with such information as the Authority may require in order carrying out any security checks it deems necessary.

19.2 When providing information to the Authority in line with clause 19.1, the Authority acknowledges and the Grantee agrees that such disclosure will be to the extent that this is permissible under any of the following:

(a) the principles of transparency, legitimate purpose and proportionality; or
(b) any other legislation or personal data protections rules, policy or practice that applies to the Grantee.

20. Dispute Resolution

20.1 If the Parties are unable to resolve a dispute in line with the requirements of clauses 20.1 or 20.2, the dispute may, by agreement between the Parties, be referred to mediation in accordance with the ASEAN Protocol on Enhanced Dispute Settlement Mechanism, or such other mediation procedure as is agreed by the Parties. Unless otherwise agreed between the Parties, the mediator will be nominated by SEOM. To initiate the mediation the Party shall give notice in writing (the ADR Notice) to the other Party, and that latter Party will choose whether or not to accede to mediation. A copy of the ADR Notice should be sent to SEOM. The mediation will start no later than 14 days after the date of the ADR Notice.

20.2 The performance of the obligations which the Grantee has under this Grant Agreement will not cease or be delayed because a dispute has been referred to mediation under clause 18.3 of this Grant Agreement.

21. Entire Agreement

21.1 This Agreement consists of this agreement proper and the following Attachments which are an integral part hereof:
Annex 1: Final Project Proposal
Annex 2: Activity-Cost Milestone Plan
Annex 3: Declaration of Undertaking
Annex 5: Concept Note on Participatory Management Planning for Protected Areas – Terms of Reference

21.2 It is understood and agreed that in case of inconsistency between the terms of this agreement proper and the terms of these Annexes, the terms of this agreement proper shall prevail to resolve such conflict.

21.3 This Grant Agreement constitutes the entire agreement between the Parties and supersedes all negotiations, representations or agreements either written or oral preceding it, without prejudice to the Authority’s rights and remedies at law or otherwise.

For the Authority: ____________________________
For the Grantee: ____________________________

Date: <DDDD, D. MMMM YYYY> Date: <DDDD, D. MMMM YYYY>

__________________________ Name and Position ____________________________
__________________________ Name and Position ____________________________
APPENDIX 1: FINAL PROJECT PROPOSAL
APPENDIX 2: ACTIVITY-COST-MILESTONE PLAN
APPENDIX 3: DECLARATION OF UNDERTAKING

ACB SMALL GRANTS PROGRAMME

Declaration of Undertaking

We underscore the importance of a free, fair and competitive procurement process that precludes abusive practices. In this respect we have neither offered nor granted directly or indirectly any inadmissible advantages to any public servant or other person nor accepted such advantages in connection with our bid, nor will we offer or grant or accept any such incentives or conditions in the present procurement process or, in the event that we are awarded the contract, in the subsequent execution of the contract. We also declare that no conflict of interest exists in the meaning of the kind described in the pertinent Guideline.

We also underscore the importance of adhering to minimum social standards ("Core Labour Standards") in the implementation of the project. We undertake to comply with the Core Labour Standards ratified by the country of @ (name of country).

We will inform our staff about their respective obligations and about their obligation to fulfil this declaration of undertaking and to obey the laws of the country of @ (name of country).

We also declare that our company/all members of the consortium has/have not been included in the list of sanctions of the United Nations, nor of the ASEAN, nor in any other list of sanctions and affirm that our company/all members of the consortium will immediately inform the ACB if this situation should occur at a later stage.

We acknowledge that, in the event that our company (or a member of the consortium) is added to a list of sanctions that is legally binding upon the ACB, the client is entitled to exclude our company/the consortium from the procurement procedure and, if the contract is awarded to our company/the consortium, to terminate the contract immediately if the statements made in the Declaration of Undertaking were objectively false or the reason for exclusion occurs after the Declaration of Undertaking has been issued.

............................................................................
............................................................................
............................................................................
(Place) (Date) (Name of company)

............................................................................
(Signature(s))
# APPENDIX 4: SPECIAL PROVISIONS

Special Provisions for
Grant Agreement [GA #]

<table>
<thead>
<tr>
<th>Number</th>
<th>Special Provisions</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>The Granting Authority is: ASEAN Centre for Biodiversity&lt;br&gt;The Supervisor is: &lt;Name of the Supervisor&gt;“Will be appointed at a later stage”&lt;br&gt;Note 1: The Supervisor may be the Project, represented by the CTA or a TA, or an independent person/company under Contract with ACB. In the latter case, the Supervisor is appointed by mutual agreement between ACB and the National Counterpart. In all cases, the Supervisor must always be a clearly identified person (by position and name) within an Administration, Company, Agency or Project. &lt;br&gt;Note 2: Information on the identity of the Supervisor is desired in the Tender Dossier (if unknown at that time, please indicate but mandatory when signing the Contract.</td>
</tr>
<tr>
<td>2</td>
<td>There is no Performance Guarantee required for this Grant Agreement.</td>
</tr>
<tr>
<td>3</td>
<td>Copyrights attached to documents produced as part of the Services are ruled by Section 18 of the Grant Agreement.</td>
</tr>
<tr>
<td>4</td>
<td>In accordance with the MoUs (agreements) signed between the ASEAN Centre for Biodiversity and the Ministry of Environmental Conservation and Forestry represented (MoECAF) by NWCD of Myanmar, this Grant Agreement is concluded for SGP. Hence, the Contract is exempt from value added taxes and customs duties.</td>
</tr>
<tr>
<td>5</td>
<td>&lt;compensation for delays&gt; Not applicable</td>
</tr>
<tr>
<td>6</td>
<td>The payment modalities are those laid out in the Payment Schedule (Grant Agreement Section 5).</td>
</tr>
<tr>
<td>7</td>
<td>Specific Deliverables expected and their due-dates</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Deliverable</th>
<th>Date due:</th>
</tr>
</thead>
<tbody>
<tr>
<td>7.1 Revised (final) version of the grant proposal</td>
<td>two weeks after signing</td>
</tr>
<tr>
<td>7.2 Detailed Plan of Operations with:</td>
<td>Four weeks after signing</td>
</tr>
<tr>
<td>• Sequenced, localised and timed events leading to achievement of Milestones as per ACM&lt;br&gt;• Clear indication when Milestones as per ACM-sheet will be achieved&lt;br&gt;• Due dates of all reporting obligation</td>
<td></td>
</tr>
<tr>
<td>7.3 Written endorsement of Park Wardens for PoO</td>
<td>Four weeks after signing</td>
</tr>
<tr>
<td>7.4 Baseline Reports</td>
<td></td>
</tr>
<tr>
<td>7.5 Interim reports on proposed conservation and livelihood interventions (leading to Call 2). Format will be communicated within two months from signing</td>
<td>Four months after signing</td>
</tr>
<tr>
<td>7.6 Quarterly technical and financial reports: QU 01</td>
<td>Three months after signing</td>
</tr>
<tr>
<td></td>
<td>Description</td>
</tr>
<tr>
<td>---</td>
<td>------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>7.7</td>
<td>Submission of draft the Management Plan (for the AHPs and adjacent areas) in the agreed format to authorities</td>
</tr>
<tr>
<td>7.8</td>
<td>Submission of draft-zoning to authorities</td>
</tr>
<tr>
<td>7.9</td>
<td>Submission of draft final technical and financial reports to Grant Authority</td>
</tr>
<tr>
<td>8</td>
<td>Certification of Completion takes place once all reports and deliverables required under the Grant Agreement and the ToR have been delivered and accepted by the Grant Authority (Final Acceptance). The Supervisor may then issue a Certificate of Completion or Services Rendered.</td>
</tr>
<tr>
<td>x.x</td>
<td>Others as needed.</td>
</tr>
</tbody>
</table>
APPENDIX 5: CONCEPT NOTE ON PARTICIPATORY MANAGEMENT PLANNING IN MYANMAR
Small Grants Programme by the ASEAN Centre for Biodiversity (BMZ-No. 2011 66545)

Concept Note on Participatory Management Planning in Myanmar and Annexes

31 July 2015
PROLOGUE

Below are the key outcomes of the Technical PA Management Meeting:

1. The Park Wardens recognized the need for (i) a more detailed outline of the socio-economic environment, (ii) villager livelihoods and current use of natural resources not only within the protected area, but also in the adjacent areas and (iii) on the role of local communities in making the protected area protected. Particularly socio-economic or livelihood development in combination with incentive systems in the AHP adjacent areas is seen as a key to success. The seven core management themes reflect this and the meeting therefore recommends the themes to be recognized in the proposed programmes.

2. We agreed upon a site-specific preparatory phase of 12-18 months during which time the baselines will be conducted.

3. The Park Warden and senior AHP staff are to constitute the Core Management Planning Team for developing the ASEAN Heritage Park management plan.

4. The Township Environmental Conservation Committee (a district-level multi-stakeholder body which already exists in Indawgyi) is recognized as potentially significant landscape protected area management advisory body. The participants recommended utilising and up-scaling the approach within the SGP.

5. Ownership and the management planning process were critical to the successful adoption of management plans in Southeast Asia. These comprise:
   (i) The Township Environmental Conservation Committee;
   (ii) The Park Warden and AHP Senior Management Team;
   (iii) The Protected Area Working Groups and CBOs;
   (iv) The priority villages.

6. Involvement of the priority villages should be encouraged through the community-based organizations and through public hearings on the draft five-year management plan.

   The participants discussed the management planning review and approval process once the final draft management plan had been prepared. The participants agreed upon and recommend the following three steps:
   (i) Review and approval by the Nature and Wildlife Conservation Division;
   (ii) Review and approval by the Director of the Forest Department; and
   (iii) Approval by the Cabinet.

7. Seven main thematic areas were discussed and agreed under which to conduct both core management activities and subsequently categorize the small grants. These comprised: (i) General park management, (ii) Wildlife research and monitoring; (iii) Law enforcement; (iv) Habitat and species management; (v) Community outreach and conservation awareness; (vi) Community development and (vii) Ecotourism.

8. The indicators for impact monitoring were presented. Clarification was reached to the extent that the indicators will set the framework for developing site-specific indicators. The meeting recognized that the four sites protected different ecosystems were widely different management issues and it was therefore to adopt relevant baseline indicators relevant to each ASEAN Heritage Park.

9. Participatory threat analysis workshops are to be undertaken during the PA Planning Process with key stakeholders to emphasise the relationship between small grants delivery and threat mitigation. Key stakeholders comprise the (i) Park Wardens and senior AHP management staff; (ii) the Township Environmental Conservation Committees; (iii) the Community-based organizations and local NGOs; and (iv) the priority villages in the buffer zones themselves.

---

1 Note: Regarding protected area working groups in Myanmar, this can only be confined to a Law Enforcement Working Group; CBOs fill the niche for community development, community outreach and ecotourism.
10 Key biodiversity assessments will be initiated under the baseline surveys. Additional biodiversity assessments may be necessary to support five-year management planning.

11 Key socio-economic data will be collated under the baseline surveys. The meeting agreed base-line data to be collected and organised as part of the initial planning phase. Data sets should support five-year management planning.

12 On-going core zone activities will be continued and strengthened, including law enforcement, research and habitat management. In adjacent areas (the buffer zone), a key agenda to promote at a number of sites will be participatory community natural resource mapping, which will be initiated in year 1, and may continue for several years at selected sites. Piloting of livelihood interventions (particularly those linked to threat mitigation) will be identified and piloted immediately, for multiplying up later on in the project life. To this end, the planning process will produce within four months from commencement suitable interim reports. These interim reports will inform the 2nd Call for Proposals.

13 Zoning will be undertaken at all four AHPs, representing a key outcome of project implementation. At some sites it is anticipated to be completed relatively early on, particularly at Indawgyi Lake and Meinmahla, and thus may be incorporated into the five-year plan. At other sites (e.g., Nat Ma Taung National Park), zoning will take a longer period of time, and may be incorporated into the five year plan as a draft. The meeting recommended this activity not be rushed at the AHP sites, as the key factor is recognition and adoption both by the park staff and the priority villagers themselves.

14 Reporting formats currently utilized by the Nature and Wildlife Conservation Division (NWCD), were circulated, which could be strengthened to report buffer zone issues. It is recommended that the NWCD review the reporting systems utilized by the Division, comprising the monthly plan and monthly report, the annual operational plan and the annual report, and other park reporting formats and try to standardize them with regards to landscape protected area management.

15 According to the park wardens, the existing management plans tend to be “stand-alone” documents, and the proposed budget lines and activities do not match the financial budgets allocated to the respective AHPs. This may be due to current management activities being focused on core zone activities which are already being undertaken on annual basis, and relatively limited budgets, which tend to be allocated to priority activities like law enforcement. This being the case, it can be assumed that management plans are more utilized as general reference documents by respective park wardens and senior staff.

16 The management planning outline was presented for Meinmahla Kyun Wildlife Sanctuary (2014-15 to 2018-19), which was reportedly based upon the most recent outline guidelines prepared by the Nature and Wildlife Conservation Division (NWCD). This outline was very well structured, and covered most aspects of management. A key area of weakness was the relatively low priority awarded to data related to local communities, and local community participation in management.

17 PA management plan formats and outlines vary at times according to the donor, i.e. several documents may exist in parallel. In particular the park wardens, supported by the participating NGOs, recommend having one stipulated format or outline in place. The generic format introduced during the meeting (Appendix 4) is regarded to be comprehensive for the intended landscape approach. The meeting recommended the format to be adopted by NWCD for the AHP-SG programme.
## 1. BACKGROUND AND SUMMARY RELEVANT TO PARTICIPATORY MANAGEMENT PLANNING

**Project Activity**

<table>
<thead>
<tr>
<th>Participatory Management Planning for targeted ASEAN Heritage Parks</th>
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<tbody>
<tr>
<td><strong>Background</strong></td>
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<tr>
<td>Fortress approach versus collaborative approach</td>
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<tr>
<td>During the last four decades, there has been a rapid development of protected area management approaches, resulting in two alternative approaches. The “fortress conservation” approach, focuses investments on protection measures and largely excludes the economic and development aspirations of the local people (Terborgh et al. 2002; Sanderson and Redford, 2003). However, these enforcement investments are relatively costly, requiring fairly intensive, long-term funding commitments - with no social benefits. They may also lead to social conflict and non-compliance with conservation-related regulations (Romero and Andrade, 2004; Robbins et al., 2006), and lose both local political and social support. In the absence of social fencing, notable declines in targeted large mammals have occurred from commercial poaching (Corbett, 2007).</td>
</tr>
<tr>
<td>The alternative approach takes account of the needs of communities and stakeholders within the broader social-ecological landscape, through buffer zone management (Wells et al., 1992; Ebregt &amp; De Greve, 2000), integrated conservation and development (Hughes &amp; Flintan, 2001) and collaborative management (Borrini-Feyerabend et al., 2004); all focus on local communities while aiming to preserve biodiversity within reserves. However, a number of reviews of integrated conservation and development projects (ICDPs) suggest that have largely failed to reconcile conservation and development agendas (Wells, 1992; Wells et al., 1998; Agrawal and Gibson, 1999; Hughes and Flintan, 2001, Sandker, 2008).</td>
</tr>
<tr>
<td><strong>Co-management</strong></td>
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<td>Collaborative management, or co-management, has been promoted as a means to bridge the gap between the protected area and local stakeholders. It has been defined in different ways, e.g. ‘the sharing of power and responsibility between the government and local resource users’ (Berkes et al., 1991), or ‘governance systems that combine state control with local, decentralized decision making and accountability and which, ideally, combine the strengths and mitigate the weaknesses of each’ (Singleton, 1998). Co-management is a continuous problem-solving process, rather than a fixed state, involving extensive deliberation, negotiation and joint learning within problem-solving networks (Carlsson &amp; Berkes, 2005). This presumption implies that co-management research should focus on how different management tasks are organized and distributed concentrating on the function, rather than the structure, of the system. Such an approach has the effect of highlighting that power sharing is the result, and not the starting point, of the process.</td>
</tr>
<tr>
<td>Carlsson and Berkes (2005) recommend that the co-management approach might include (1) defining the social-ecological system under focus; (2) mapping the essential management tasks and problems to be solved; (3) clarifying the participants in the problem-solving processes; (4) analyzing linkages in the system, in particular across levels of organization and across geographical space; (5) evaluating capacity-building needs for enhancing the skills and capabilities of people and institutions at various levels; and (6) prescribing ways to improve policy making and problem-solving. Bloomquist (2009) proposes that multiple and polycentric institutional arrangements operating (imperfectly) may offer prospects for improved sustainable management of natural resources. Berkes (2002) suggests there is a need to design and support management institutions at more than one level, with attention to interactions across scale from the local level up.</td>
</tr>
<tr>
<td><strong>Multi-level co-management in Asia</strong></td>
</tr>
<tr>
<td>In 2013, Parr et al. described an approach for managing government-managed protected area</td>
</tr>
</tbody>
</table>
landscapes through multi-level co-management, as a means to link the protected area officials with the local stakeholders. This approach tentatively made some notable recommendations: it highlighted the need to recognize seven fields of protected area management, introduced the concept of establishing protected area working groups and proposed a bridging supervisory body be established linking the core zone and the buffer zone agendas, comprising key landscape stakeholders. However, the multi-level co-management system was mooted based upon an unconnected assortment of management examples from four protected areas in Lao P.D.R. and Vietnam.

A subsequent review of the multi-level co-management system in Periyar Tiger Reserve, a Learning Centre of Excellence in Southern India (India Eco-development Project 2004), demonstrated that this well-financed government protected area also established three landscape protected area bodies, recognized six specialized fields of protected area management, established protected area working groups in research, law enforcement, habitat management, community development and ecotourism (Parr, in press). A review of the management system in Mount Kitanglad Range Natural Park revealed that the ASEAN Heritage Park established a Protected Area Management Board, under which no less than 10 working groups functioned.

Elsewhere, in Southeast Asia, Thailand has established multi-stakeholder Protected Area Committees in all its national parks and wildlife sanctuaries, though these bodies are largely ineffective due to the lack of incentives for local stakeholder involvement. Laos has some of the most promising co-management systems, particularly at Nakai Nam Theun and Hin Nam No National Protected Area. In Indonesia, some well cited co-management models include Bunaken Marine National Park (Erdmann et al., 2004).

**Potential for Co-management in Myanmar**

In Myanmar, park staffing levels and operating budgets are low in many sites. Park wardens should welcome the approach to develop allies and broaden their management mandate in their respective landscapes. Two institutional bodies have excellent potential to play a significant role in landscape protected area management. The Township Environmental and Conservation Committee in each Township should be encouraged to hold special meetings with dedicated agendas focused on the landscapes of the four targeted ASEAN Heritage Parks. The establishment of community-based organizations, either as natural resource user groups, special interest groups (e.g. ecotourism) and administrative bodies should be promoted by the international conservation NGOs and local conservation NGOs, who have good experience in promoting these groups.

**Location**
- Alaungdaw Kathapa National Park
- Indawgyi Wildlife Sanctuary
- Meinmahla Kyun Wildlife Sanctuary
- Nat Ma Taung National Park

**Duration of the action**
- 12-18 month management plan preparation period
- 42-48 month management plan implementation

**Objectives of the action**
**Overall development objective**
To produce five year management plans for the four ASEAN Heritage Parks with full participation and ownership by key stakeholders by September/December 2016, and subsequently implement them.

**Expected outputs**
- Protected area management activities reports; report on baseline surveys; meeting reports of Township Environmental and Conservation Committee and community-based organizations;
- Orientation study tour reports; Participatory threat analysis reports; Biodiversity assessments and socio-economic reports.

**Management Planning Process**
Draft sections of management plan developed by core management planning team (Park Warden
and senior staff), supported by inputs from law enforcement working groups and community-based organizations. Supervision and review by Township Environmental and Conservation Committee. Draft zoning scheme prepared and incorporated into final draft management plan.

**Plan Review and approval**

Reports on public hearings in villages; Reports on review and approval process by respective Township Education and Conservation Committee, by Nature and Wildlife Conservation Division, by Forest Department and signed approval by the Cabinet

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**Main activities**

**Preparatory Phase**

- Maintain and strengthen core protected area management activities
- Conduct baseline surveys
- Orientation study tours to other PAs in Southeast Asia
- Mobilize Township Environmental and Conservation Committee and community-based organizations.
- Conduct participatory threat analysis workshops
- Conduct biodiversity assessments (link to baseline surveys)
- Conduct socio-economic assessments (link to baseline surveys)

**Management Planning Process**

- Hold regular 3-monthly meetings of Township Environmental and Conservation Committee to review progress and assist in management plan development
- Hold monthly meetings of core management planning team (Park Warden and senior staff) (2-3 days) to allocate responsibilities and drafting of sections
- Hold regular meetings of law enforcement working groups and community-based organizations (community development, outreach and/or tourism) to develop five year work programmes
- Involve villages through community-based organizations
- Prepare final draft

**Plan Review and approval**

- Public hearings in villages
- Review and approval by respective Township Education and Conservation Committee
- Review and approval by Nature and Wildlife Conservation Division
- Review and approval by the Forest Department
- Approval by the Cabinet

**Partners**

At the field level, the institutional bodies for landscape protected area management are recognized at four levels:

1. Township Environmental and Conservation Committee
2. Park Warden and senior management team (core team)
3. Community-based organizations
4. Priority villages in the buffer zone

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**MANAGEMENT PLANNING - INTERVENTION LOGIC**

<table>
<thead>
<tr>
<th><strong>Impact</strong></th>
<th><strong>Examples</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Increased understanding of park conservation values, threats to these values, mitigation measures and optimal co-management interventions among all key stakeholders involved with all four ASEAN Heritage Park landscapes.</td>
<td>Pre- and post-project attitudes of Township Education and Education Committees, park staff, community-based organizations and villagers lead to increased support to protect the park.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Outcomes</strong></th>
<th><strong>Examples</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Sustainable livelihoods: Well-balanced allocation of limited funds to target livelihood interventions in each AHP prescribed in plan</td>
<td>Participatory threat analysis meetings held amongst different groups of stakeholders and identification of priority mitigation grant</td>
</tr>
</tbody>
</table>
Biodiversity conservation: Improved protection of biodiversity values in each AHP

Co-management: Strengthened collaboration among key partners involved with AHP protected area landscapes

<table>
<thead>
<tr>
<th>Objectives and Indicators</th>
<th>Overall development objective</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>To produce a five year management plan for Indawgyi Wildlife Sanctuary with full participation and ownership by key stakeholders by September 2016, and subsequently implement it.</td>
</tr>
<tr>
<td></td>
<td>To produce a five year management plan for Alaungdaw Kathapa National Park, Meinmahla Kyun Wildlife Sanctuary and Nat Ma Taung National Park with full participation and ownership by key stakeholders by December 2016, and subsequently implement it.</td>
</tr>
</tbody>
</table>

**Immediate objectives**

1. To promote participatory planning and co-management in four ASEAN Heritage Parks in Myanmar involving small grants delivery.

   By December 2018, Township Environmental and Conservation Committees are operating in all four ASEAN Heritage Parks approving community conservation management agreements prescribed in the management plans.

   By December 2018, community-based organizations in community development, outreach and/or ecotourism delivering programmes in the buffer zones (and core zones, if applicable) of the AESEAN Heritage

Livelihood grants provided to buffer communities which directly mitigate specific threats and linked to conservation agreements

Improved enforcement effort and arrests as well as improvement in biodiversity values (vegetation cover and populations of key species and rare species)

Regular three-monthly meetings of the Township Environment and Conservation Committees, with Minutes of Meetings

Establishment and functioning of community-based organizations related to protected area issues
2. To strengthen participation involvement of local communities in PA management planning through promoting the delivery of small grants into buffer zone communities to mitigate threats to four ASEAN Heritage Parks

3. To strengthen biodiversity conservation interventions through PA management planning in four ASEAN Heritage Parks

<table>
<thead>
<tr>
<th>Output and Output Indicators</th>
<th>Preparatory Phase</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Summary monthly reports produced on protected area management activities</td>
</tr>
<tr>
<td></td>
<td>A report produced on baseline surveys relevant to each AHP</td>
</tr>
<tr>
<td></td>
<td>Minutes of Meetings produced for meetings of Township Environmental and Conservation Committee and community-based organizations</td>
</tr>
<tr>
<td></td>
<td>Orientation study tour reports to other PAs in Asia e.g. Periyar.</td>
</tr>
<tr>
<td></td>
<td>Participatory threat analysis reports for each stakeholder group</td>
</tr>
<tr>
<td></td>
<td>Biodiversity assessments reports</td>
</tr>
<tr>
<td></td>
<td>Socio-economic reports on priority villages produced for each ASEAN Heritage Site</td>
</tr>
</tbody>
</table>

**Management Planning Process**

- Draft management plan sections prepared by core management planning team (Park Warden and senior staff) (2-3 days) to allocate responsibilities and drafting of sections
- Minutes of meeting of regular meetings of Law enforcement working groups and community based organizations to develop five year work programmes
- Involve villages through community based organizations
- Minutes of Meeting for special meetings of Township Environmental and Conservation Committee to review management plan progress
- Draft zoning scheme prepared
- Final draft management plan prepared

**Plan Review and approval**

- Summary reports and photographs of public hearings in villages
- Minutes of meeting of review and approval process by respective Township Education

*All outputs are written documents for contributing to the management plan so no indicators are required
and Conservation Committee

- Minutes of meeting of review and approval by Nature and Wildlife Conservation Division
- Report of comments made during review and approval by the Forest Department
- Signed approval by the Cabinet

### Inputs and indicators

<table>
<thead>
<tr>
<th>Preparatory Phase</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ongoing protected area management activities maintained and strengthened by Park Wardens and NGOs</td>
</tr>
<tr>
<td>INGO Staff and Park Wardens select and conduct baseline surveys relevant to each AHP</td>
</tr>
<tr>
<td>Orientation study tours undertaken to other PAs in Asia (e.g. Periyar) for Township personnel.</td>
</tr>
<tr>
<td>Township Environmental and Conservation Committee meetings convened on landscape protected area management, with organized agendas and three monthly plans/ reports</td>
</tr>
<tr>
<td>Community-based organizations established on community development, outreach and tourism as appropriate</td>
</tr>
<tr>
<td>Participatory threat analysis workshops held for each stakeholder group (Township, Park staff, CBOs and villagers)</td>
</tr>
<tr>
<td>Biodiversity assessments undertaken for critical gaps.</td>
</tr>
<tr>
<td>Participatory socio-economic assessments conducted in priority villages for each ASEAN Heritage Site</td>
</tr>
</tbody>
</table>

### Management Planning Process

- Meetings convened by core management planning team (Park Warden and senior staff) (2-3 days) to draft management plan sections
- Regular meetings held of Law enforcement working groups and community based organizations to develop five year work programmes
- Involve villages through community based organizations
- Minutes of Meeting for special meetings of Township Environmental and Conservation Committee to review management plan progress
- Draft zoning scheme prepared
- Final draft management plan prepared

### Plan Review and approval

- Summary reports and photographs of public
Section 3: Relevance
The main threats to the key biodiversity features in the four targeted ASEAN Heritage Sites are identified in Figure 1 below.

<table>
<thead>
<tr>
<th>STRESSORS</th>
<th>Traditional agriculture</th>
<th>Small-Large mixed agriculture</th>
<th>Invasive species</th>
<th>Illegal logging</th>
<th>Overfishing</th>
<th>Pollution</th>
<th>Settlements</th>
<th>Recreational tourism</th>
<th>Fire</th>
<th>Industrial mining</th>
<th>Poaching</th>
<th>Local mining</th>
<th>Road construction</th>
<th>Agriculture</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alaundaw Kathapa</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
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<td>✓</td>
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<td>Hikakaronzi</td>
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<tr>
<td>Indawgyi Lake</td>
<td>✓</td>
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<td>✓</td>
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<td>✓</td>
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<td>Lampi</td>
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<tr>
<td>Meinmahla Kyun</td>
<td>✓</td>
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<td>✓</td>
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<tr>
<td>Nat Ma Taung Nat. Park</td>
<td>✓</td>
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</tbody>
</table>

Presently, the main approach to addressing these threats is through enforcement, with the exception of Indawgyi Lake where high levels of community participation are being facilitated by FFI.

Threat Mitigation through the Small Grants Programme
- At Alaundaw Kathapa National Park, the interventions should reduce small scale farming, illegal selective logging, hunting of wildlife and unsustainable collection of NTFPs and fuel-wood. It may also resolve solutions for mining issues.
- At Indawgyi Lake Wildlife Sanctuary, the interventions may assist reducing overfishing, pollution, watershed degradation and local mining. It might also support more sustainable recreational use of the site.
- At Meinmahla Kyun Wildlife Sanctuary the interventions should reduce illegal fishing and mangrove cutting inside the reserve, as well as threats to the endangered reptiles found within the site.
- At Nat Ma Taung National Park: the interventions should reduce traditional agriculture (shifting agriculture), uncontrolled grazing, unsustainable NTFP collection, illegal selective logging, and wildlife hunting.
**Key stakeholders**
The key stakeholders to benefit from the interventions are the villagers living in the buffer zones of the four ASEAN Heritage Parks.

**Usual mitigation measures**
The primary means to address these threats is through law enforcement, which formerly was the main mitigation strategy throughout Southeast Asia.

**Participatory threat analysis and developing mitigation packages**
Participatory threat analysis workshops should be held with the four priority target audiences, these being the (i) the Township Environment and Conservation Committee; (ii) the ASEAN Heritage Park staff (the senior staff being the core management planning team; (iii) the community-based organizations and the local NGOs and (iv) the villages themselves.
The participants are requested to list the threats to each ASEAN Heritage Park. They are then requested to rank the threats according to whether they consider them (a) high (b) medium or (c) low levels of threat. Then against each level of threat they are requested to consider development interventions most suited to mitigate the threats.

**Anticipated changes from small grants interventions**

**Specific Objective 1: Sustainable livelihoods**
Priority villages and priority households should benefit directly from the small grants programme, with improvements to their livelihoods.
1. Community natural resource mapping exercises undertaken (indicator 12)
2. Food shortage months should decline (indicator 7)
3. Food shortage incidences should decrease (indicator 8)
4. Adoption of cross slope barriers should be implemented (indicator 9)
5. Use of fodder stalls for animals should be improved (indicator 10)
6. Adoption raised vegetable beds in back yard (indicator 14)
7. Time spent trying to meet daily needs improved (indicator 15)
8. Availability of secure water supplies improved (indicator 16)
9. Access to rice mills and corn huskers improved (indicator 17)
10. School attendance improved (indicator 18)

**Specific Objective 2. Biodiversity Conservation**
Patrolling effort should increase and threats to the four ASEAN Heritage Parks should be reduced.
1. Patrolling effort should increase (indicator 4)
2. No of arrests might increase (indicator 5)
3. Trends in vegetation cover may improve (indicator 1)
4. Populations of key species may increase (indicator 2)
5. Counts of key species should increase (indicator 3)

**Specific Objective 3. Co-management strengthened**
Political and social support should be increased for the integrity of the ASEAN Heritage Parks and their values by Township officials, government agencies and local stakeholders.
1. Support from agricultural extension staff should increase (indicator 11)
2. Wardens access to community development support increased (indicator 13)
3. Township Environmental and Conservation Committee with agenda on AHPs initiated (indicator 19)
4. Establishment of Township Community Development working groups and community based organizations promoted (indicator 20)
5. Conservation agreements signed (indicator 21)
6. Changes in zoning recognized (indicator 22)
7. Participatory management plans evaluated (indicator 23)
8. Attitudes and behaviour of villagers may improve (indicator 6)

II. Methodology and Sustainability:

Seven main themes for developing grant interventions were identified which should lead to the achievement of the expected outcomes/objectives. These are shown in the Table below.

<table>
<thead>
<tr>
<th>Area of management for grant items</th>
<th>Suggested AHP counterparts (note that in sites with low AHP staffing levels, some sections may be less clearly defined)</th>
<th>Specific activities and investments</th>
</tr>
</thead>
<tbody>
<tr>
<td>General park management</td>
<td>Senior AHP staff</td>
<td>Facilitation of processes/capacities for encouraging stakeholder participation</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Travel for meetings and information exchanges</td>
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<tr>
<td></td>
<td></td>
<td>Participatory management planning</td>
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<tr>
<td></td>
<td></td>
<td>Zoning</td>
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<tr>
<td></td>
<td></td>
<td>PES (including REDD)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Study tours</td>
</tr>
<tr>
<td>Wildlife research and monitoring</td>
<td>Wildlife research staff</td>
<td>Wildlife monitoring equipment (camera traps, binoculars)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Participatory research (natural resource use groups)</td>
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<td></td>
<td></td>
<td>Data management information systems</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Survey training</td>
</tr>
<tr>
<td>Law enforcement</td>
<td>Law enforcement section</td>
<td>Patrolling in protected areas</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Patrolling in buffer zones</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Boundary monitoring</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Informants networks</td>
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<tr>
<td></td>
<td></td>
<td>Travel for meetings and information exchanges</td>
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<tr>
<td></td>
<td></td>
<td>GPS and digital cameras</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Law enforcement training</td>
</tr>
<tr>
<td>Habitat and species management</td>
<td>Habitat and species management staff</td>
<td>Reforestation (native trees)</td>
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<tr>
<td></td>
<td></td>
<td>Forest fire management</td>
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<tr>
<td></td>
<td></td>
<td>Wetland restoration</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Ecosystem restoration</td>
</tr>
<tr>
<td>Community outreach and conservation awareness</td>
<td>Community-based organization on Community outreach</td>
<td>Community conservation meetings</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Student and teacher conservation activities</td>
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<td></td>
<td>Problem households engagement</td>
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<td></td>
<td></td>
<td>Enforcement agency awareness raising</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Media (local radio, videos, multimedia, exhibición)</td>
</tr>
<tr>
<td>Community development</td>
<td>Community-based organizations on community development</td>
<td>Village land-use planning</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Travel for meetings and information exchanges</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Farming</td>
</tr>
</tbody>
</table>
Small-scale animal husbandry; fish farms  
Agroforestry, nurseries  
Fruit trees, timber trees, NTFPs,  
Small economic activities; women empowerment  
Water harvesting  
Participatory boundary demarcation  
Community capacity building

<table>
<thead>
<tr>
<th>Ecotourism</th>
<th>Community-based organization on ecotourism</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Community-based ecotourism</td>
</tr>
<tr>
<td></td>
<td>Village guides</td>
</tr>
<tr>
<td></td>
<td>Entrance fee sharing</td>
</tr>
</tbody>
</table>

The main implementing partner will be the Park Wardens while the beneficiaries will be the priority villagers and households living in the buffer zones. In some sites, the relationship with local stakeholders is good (e.g. Indawgyi Lake while at other sites (e.g. Nat Ma Taung National Park), relationships are new.

The project is of sufficient duration (five years) that relationships will be strengthened. The development of a five year management plan may assist sustainability in the medium-term. However, the key issue is whether the NWCD and the international NGOs feel that landscape protected area management is a valuable approach, in the Myanmar context. If so, further funding streams will undoubtedly become available to take these landscapes initiatives forward.

One of the key features of the initiative is that it respects both sustainable development and environmental preservation principles, which is absent in fortress approaches to biodiversity conservation. If successful, the project may well have multiplier effects within the protected area network of Myanmar; it may also have international impacts through promotion by the ASEAN Centre for Biodiversity.

III. Expertise and operational capacity:

The staff from the registered international NGOs operating in Myanmar has a wealth of experience in project management in Asia. Having said this, experience at co-management and participatory management planning, and linking conservation and livelihood grants (conservation agreements) may be less pronounced.

The capacity of the local NGOs in project management is reasonable, though there is likelihood that fund dispersal for livelihood interventions at the ASEAN Heritage Parks could be slow. Both the international NGOs have a wealth of experience in protected area management in Asia. The international NGOs will play a leading role in the development of the management plans in collaboration with the senior reserve staff.
Annex 1: Details of the Project (Logical Framework)

<table>
<thead>
<tr>
<th>Summary</th>
<th>Indicators</th>
<th>Verification sources</th>
<th>Assumptions / Risks</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Overall objective</strong></td>
<td>The overall objective is achieved when the indicators for the module objectives are achieved</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Strengthening of biodiversity protection and management of natural resources in line with the basic needs of the local population in the ASEAN region by strengthening the ACB in its role to promote biodiversity protection.</td>
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</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Module objective (impact level):</th>
<th>Impact level:</th>
<th>Impact level:</th>
<th>Assumptions / Risks regarding programme objective:</th>
</tr>
</thead>
<tbody>
<tr>
<td>a) to improve biodiversity protection in line with the interests of the local population directly dependent on selected AHPs and adjacent areas;</td>
<td>a) and b): 2-3 years after the finalization of the project (Final Evaluation), 70% of the small grant funds allocated under this Project, selected against pre-defined criteria positively evaluated in terms of their contributions to bio-diversity conservation and livelihood improvement in selected AHPs and adjacent areas. The success of the objectives a) and b) will be defined in detail after each cycle of call for proposals.</td>
<td>Final evaluation KfW SGP reporting Mid Term Review ACB annual Report Biodiversity Conservation Strategies of the AMS Park Management Plans Possibly specific survey</td>
<td>See assumptions for achieving outcome (Specific project purpose)</td>
</tr>
<tr>
<td>b) to improve the livelihood of local communities directly dependent on selected AHPs or adjacent areas;</td>
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<tr>
<td>c) to strengthen the role of ACB in promoting biodiversity protection among the ASEAN member states.</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Module objective (outcome level):</th>
<th>Outcome level:</th>
<th></th>
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</tr>
</thead>
<tbody>
<tr>
<td>to implement successful interventions</td>
<td></td>
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</tbody>
</table>

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1 Annex 1 to the Minutes of Meeting on KfW appraisal mission, signed between ACB and KfW in 2012; Annex 1 to the Separate Agreement on the SGP, signed between ACB and KfW in 2014; Terms of Reference of the Consultant (2014).
<table>
<thead>
<tr>
<th>Summary</th>
<th>Indicators</th>
<th>Verification sources</th>
<th>Assumptions / Risks</th>
</tr>
</thead>
<tbody>
<tr>
<td>covering both biodiversity and livelihood aspects in selected AHPs and adjacent areas</td>
<td>support and value the ACB, partly in fulfilling their financial commitments covering financing gaps of the general operational programme of the ACB, and/or in implementing policy recommendations by the ACB stemming directly or indirectly from lessons learned drawn from the implementation of the Project which were presented during ACB’s meetings such as AWGNCB or the ACB Board Meetings. Remaining AMS will ratify the ACB Establishment Agreement.</td>
<td>Final Inspection KfW SGP reporting Mid Term Review ACB annual Report Park Management Plans Possibly specific survey</td>
<td></td>
</tr>
</tbody>
</table>

**Outcome level**

After each call for proposal, small grants proposals for at least 70% of the funds allocated under the call are submitted and granted against pre-defined criteria.

By the end of the project (Final Inspection) Interventions are implemented in line with agreed resource management and conservation schemes and criteria,
<table>
<thead>
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<th>Verification sources</th>
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</thead>
<tbody>
<tr>
<td>Outputs</td>
<td>A range of adequate financial and technical solutions and interventions for different local partners and project types is developed and implemented in selected AHPs and adjacent areas. ACB is regularly feeding the results of the experiences drawn from the implementation of the SGP, into AWGNBC and AHP meetings.</td>
<td>Small Grants have been selected in a participatory way (Scope: Involvement in decision-making, selection of beneficiaries, clear arrangements for equitable benefit sharing) Proceedings of the AWGNCB meetings display Lessons Learned of SGP and related policy recommendations.</td>
<td>Assumptions / Risks regarding module objective: ACB continues to be strongly committed to the approach. ACB receives continued support and mandate from ASEAN member states. No major initiatives by state or local government or private enterprises counter act conservation efforts in and around AHPs. Corruption will not hinder project implementation.</td>
</tr>
<tr>
<td>(Key) activities in the module</td>
<td>Financing the development and implementation of projects for biodiversity protection with the participation of the local population in and around AHPs in Indonesia and Myanmar. Financing capacity development measures for implementation partners at national and local level. Financing dissemination/PR material, workshops, training and exposures to be facilitated by the ACB.</td>
<td>Project Management Reporting Report of the consultant Monitoring Report Auditing Report MoMs AWGNBC and AHP meetings</td>
<td>Assumptions / Risks regarding outputs: Sufficient demand for small grants at the AHP and community level. Local stakeholders are willing to cooperate. Conflicts on competences between state levels are not hindering program implementation and sustainability. Distribution of land use rights is clear and stable.</td>
</tr>
</tbody>
</table>
Annex 2: Monitoring and Evaluation Framework

In accordance with its design/logframe (s. Annex 1), the Programme has a composite objective comprising three sub-objectives, including:

(a) to improve biodiversity;
(b) to improve livelihoods;
(c) to strengthen ACB’s role.

Indicators for sub-objective (a) and (b)

The indicators below include feedback received from participants in the SGP Inception Meeting held in Naypyitaw. The complete draft set of 24 indicators is compiled (s. Annex 3) and grouped into eight categories. The indicators cover the following types of impact:

- Biodiversity status;
- Enforcement of PA related law and restrictions;
- Community outreach & conservation awareness;
- Livelihoods situation (including food security, gender and education);
- Level of PA co-management; and
- Overall PA management effectiveness.

In order to easing collecting, compiling and use the indicators, each comes with a detailed description along with instructions on what, where, when and how to do. Using a table format, the following information is given:

- Name of indicator;
- Type of indicator;
- Description of indicator;
- Rationale for using this indicator;
- Hypothesis on the indicators’ expected alteration over time;
- Spatial unit of investigation;
- Data required;
- Source of data;
- Time covered; and
- Method of data acquisition.

When developing the indicators for sub-objectives (a) and (b), due consideration was also given to suitable sources of data and how to access it. Initially, to minimise cost and ensure acceptance of the data used, an approach utilising official statistics was favoured. In the course of this mission, however, this plan was abandoned.

The AHP visits and the meetings with relevant authorities at the township level in Myanmar revealed that, in most cases, official statistics at the AHP/local level are not suitable for monitoring the SGP impact. For this reason, specific surveys are recommended for the establishment of a baseline and for impact monitoring in Myanmar.

---

2 8-9 December, 2014.
Annex 3: Indicators for Impact Assessment (Programme Objective Level) in Myanmar

The following set of indicators\(^3\) is proposed to be used for assessing the impact of the Small Grants Programme (SGP) in relation to its objective, particularly sub-objective (a) – “to improve biodiversity”; and sub-objective (b) – “to improve livelihoods” (s. LogFrame/Annex 1 for reference):

<table>
<thead>
<tr>
<th>No.</th>
<th>Name of indicator, incl. proxy(^4)</th>
<th>Type of indicator, incl. proxy(^4)</th>
<th>Description of indicator</th>
<th>Rationale for using this indicator</th>
<th>Hypothesis on change expected over time</th>
<th>Spatial unit of investigation</th>
<th>Data required</th>
<th>Source of data</th>
<th>Time covered</th>
<th>Method of data acquisition(^5)</th>
</tr>
</thead>
<tbody>
<tr>
<td>01</td>
<td>Vegetation cover(^6)</td>
<td>Biodiversity</td>
<td>Measures vegetation cover to record changes in loss/increase of forest (terrestrial, mangrove) area.</td>
<td>It will help understand whether the area of the AHP covered with natural vegetation is decreasing, stable or increasing. The indicator will also reveal possible causes (e.g., reforestation, shifting cultivation, encroachment) for any change in area of vegetation cover.</td>
<td>The AHP area under natural (primary) vegetation is expected to stabilise.</td>
<td>AHP</td>
<td>Remote sensing data</td>
<td>MYA: FD, NWCD</td>
<td>Images taken during last 6 months</td>
<td>Analysis of remote sensing images(^7)</td>
</tr>
</tbody>
</table>

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\(^3\) Compiled by Mr. Steffen Weidner, developed in Myanmar after the consulting team had visited Meinmahla Wildlife Sanctuary (end November 2014) and Natmaataung National Park (beginning December 2014).

\(^4\) “In some instances, data will not be available for the most suitable indicators of a particular result. In these situations, stakeholders should use proxy indicators. Proxy indicators are a less direct way of measuring progress against a result.” – PME Handbook, UNDP, 2009; accessed 10 DEC, 2014, at: http://web.undp.org/evaluation/guidance.shtml#handbook.

\(^5\) The impact indicators should be established at least three times during SGP implementation: at the beginning of the Programme, at mid-term, and at the end. Measurements at mid-term are unlikely to reveal significant SGP impact. First real (positive) impact resulting from SGP implementation is expected to become visible at the end of the Programme and, even more so, after its end if innovations brought about by the Programme live on. Therefore, an ex-poste evaluation against the baseline is advisable. N.b., if sampling is used, it is important that the sampling approach is documented, and that exactly the same approach is applied for repeated measurements.

\(^6\) Measuring this indicator will require access to suitable remote sensing data (images) and the special skills to analyse it. For this reason, in case NWCD is not in a position to provide these services to the SGP, the task of measuring this indicator is recommended to be out-contracted to a qualified (specialised) service provider.

\(^7\) In Myanmar, local firms E-guard and SunTech seem to have the required capacity to carry out an analysis of remote sensing images. Moreover, the Forest Department in Maypyitaw has a GIS section – contact: U Aung Aung Myint, Assistant Director, Remote Sensing and GIS Section, Planning and Statistic Division, Email: agagmyint@gmail.com, Phone: 959 420705116. However, the GIS Section does not yet have any maps showing specific forest types and their attributes.
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<thead>
<tr>
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</thead>
<tbody>
<tr>
<td>02</td>
<td>Count of key species</td>
<td>Biodiversity</td>
<td>Measures presence of key mammal or bird species specific to an AHP to record changes in populations.</td>
<td>Measuring this indicator will reveal whether the populations of key species are decreasing, stable or increasing. It may also inform on concentrations of biodiversity related to the proposed zoning of the AHPs.</td>
<td>The populations of key species are expected to show initial signs of increasing.</td>
<td>AHP</td>
<td>Average monthly numbers of key species recorded</td>
<td>Monthly enforcement patrol reports or annual AHP reports</td>
<td>Previous 12 months</td>
<td>Inquiry with AHP warden’s office</td>
</tr>
<tr>
<td>03</td>
<td>Count of rare species</td>
<td>Biodiversity</td>
<td>Measures presence of rare or threatened mammal or bird species specific to an AHP to record changes in populations.</td>
<td>Measuring this indicator will reveal whether the populations of rare species are decreasing, stable or increasing. It may also inform on concentrations of biodiversity related to the proposed zoning of the AHPs.</td>
<td>The populations of rare species are expected to show initial signs of increasing.</td>
<td>AHP</td>
<td>Numbers of rare species – either annual or seasonal counts (dependent on target species)</td>
<td>Reports on annual/seasonal surveys for rare species</td>
<td>Most recent survey period (one-off event)</td>
<td>Inquiry with survey “owner” (MYA: NWCD, NGOs, FFI, WCS, Banca)</td>
</tr>
<tr>
<td>04</td>
<td>Patrolling effort</td>
<td>Enforcement</td>
<td>Measures the number of patrols undertaken.</td>
<td>Measuring this indicator will inform on whether the AHP authorities are undertaking patrols on a regular basis, and whether their efforts and coverage of the AHP has increased.</td>
<td>With the SGP’s support, the number of enforcement staff, particularly community enforcement staff, and the number of vehicles (motorbikes, boats) will increase. This will lead to an increased overall patrolling effort.</td>
<td>AHP</td>
<td>Average monthly numbers of person days on enforcement patrols</td>
<td>Monthly and annual enforcement and/or patrolling reports</td>
<td>Previous 12 months</td>
<td>Inquiry with AHP warden’s office</td>
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<tr>
<td>No.</td>
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<tr>
<td>05</td>
<td>Arrests and cases referred for prosecution</td>
<td>Enforcement</td>
<td>Measures the number of arrests and cases referred for prosecution.</td>
<td>It will reveal whether the AHP authorities’ enforcement efforts result in the arrest of offenders, or in fines or penalties.</td>
<td>With an increasing enforcement effort, the number of arrests and cases referred for prosecution will initially rise. Later, with increasing awareness of the benefits of biodiversity protection and applicable law, the number of arrest and cases may decline again.</td>
<td>AHP</td>
<td>Number of arrests and cases</td>
<td>Monthly and annual enforcement and/or patrolling reports; Local law enforcement bodies (police, court, etc.)</td>
<td>Previous 12 months</td>
<td>Inquiry with AHP warden’s office; Inquiry with local law enforcement bodies</td>
</tr>
</tbody>
</table>

| 06  | Attitudes and behaviour of villagers | Community outreach & conservation awareness | Measures the attitudes and behaviour change towards the AHP among villagers. | The indicator has been selected to measure whether villagers in and around the AHP have increasing respect for the presence of the park. | The attitudes and behaviour among local communities should become more favourable towards the AHP authorities and the presence of the park. | All villages in and around the AHP | Average score of households 8 | Representatives of households in villages in and around the AHP | At time of investigation | Sample survey (min. 35 households overall, min. 5 households per village, min. 1/3 of all villages covered) |

8 Household representatives will be asked relevant questions and will answer each question by giving a score from 1 (completely wrong) – 10 (absolutely true). The average of all these scores will be the final score of one household [theoretical maximum score is 10.0]. The average of the scores of all households covered in all sample villages in and around the AHP will be the final score [theoretical maximum score is 10.0]. – To generate the scores, the following questions will be asked:  

(A) Do you overall agree with the establishment of the AHP?  
(B) Do you agree with the need to protect the AHP’s flora and fauna?  
(C) Do you agree that the protection of the AHP’s flora and fauna requires prohibiting hunting, collecting of plants and fire wood, logging, and farming (shifting cultivation) inside the AHP boundaries?  
(D) Do you agree with the current use restrictions that come with the AHP’s protected area status?  
(E) Do you support the AHP’s authorities in their effort to enforce the park’s protection?  
(F) Do you think that the local population benefits from the existence of the AHP and respective limitations in terms of access and resource use?
<table>
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<tr>
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<th>Time covered</th>
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</thead>
<tbody>
<tr>
<td>07</td>
<td>Food shortage months</td>
<td>Livelihoods</td>
<td>Measures the number of months people are short of food.</td>
<td>To understand whether people are able to produce their own food or buy it using their own resources. If they are short of food they have to borrow money or are left with no other option but to exploit AHP forest resources. This adversely affects the integrity of the AHP and its biodiversity.</td>
<td>Investment in providing alternatives to forest resources, improving farming systems and providing access to agricultural extension advice and improved plant material, will reduce the number of months of food shortages and people’s reliance on the AHP.</td>
<td>All villages in and around the AHP</td>
<td>Average number of months of food shortage</td>
<td>Households in villages in and around the AHP (MYA: AD and SLRD may provide support / additional information; GAD keeps reports from AD, SLRD and other departments)</td>
<td>Previous 12 months</td>
<td>Sample survey (min. 35 households overall, min. 5 households per village, min. 1/3 of all villages covered)</td>
</tr>
</tbody>
</table>

(G) Are you able to feed your family, grow your crops and live your life without going to and using the AHP’s resources?  
(H) Would you be interested in contributing to the protection of the AHP’s biodiversity by helping in guarding and managing it?  
(I) Are you already doing it (e.g., in the context of co-management agreements)?  

N.b., questions used in this questionnaire can be further developed in line with the local situation and the experience of stakeholders involved.  

\(^{5}\) In Myanmar, some NGOs have undertaken community awareness and capacity building activities in regard to environmental conservation and livelihood improvement. They are familiar with such a task.
<table>
<thead>
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</tr>
</thead>
<tbody>
<tr>
<td>08</td>
<td>Food shortage incidence</td>
<td>Livelihoods</td>
<td>Measures how widely food shortages are spread.</td>
<td>To understand the level of threat to the Park’s resources during periods of food shortages.</td>
<td>Investment in livelihood activities (pilot and promotion projects) attract the interest of farmers. Neighbouring farmers will be convinced of the benefits of the technologies, leading to adoption, resulting in a decreased share of the population suffering food shortages.</td>
<td>All villages in and around the AHP</td>
<td>Percentage 10 of households with food shortages</td>
<td>Heads of villages in and around the AHP (MYA: AD and SLRD may provide support/ additional information; GAD keeps reports from AD, SLRD and other departments)</td>
<td>Previous 12 months</td>
<td>Survey</td>
</tr>
</tbody>
</table>

10 To calculate the percentage, the total number of households is also needed.
<table>
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</thead>
<tbody>
<tr>
<td>09</td>
<td>Adoption of cross-slope barriers on sloping land</td>
<td>Livelihoods</td>
<td>Measures how many farmers have adopted cross-slope barriers to protect their main asset - the soil - and make SGP livelihood interventions more effective.</td>
<td>Cross-slope barriers maintain soil depths on sloping land. Farmers who apply cross-slope barriers will see crop yields to stabilise and increase due to topsoil conservation, while the number of months of food shortages are expected to decrease among the adopters.</td>
<td>Due to the benefits of cross-slope barriers on sloping land, demand for related SGP investments and the number of adopters is expected to increase.</td>
<td>All villages in and around the AHP</td>
<td>Percentage 12 of farms with cross-slope barriers protecting cultivated fields</td>
<td>Heads of villages in and around the AHP (visit village if village head does not know)</td>
<td>At time of investigation</td>
<td>Survey</td>
</tr>
</tbody>
</table>

11 In Myanmar, so far, FD is mainly promoting SALT and other soil conservation activities. Baseline could be Zero as villagers are not aware / practicing such techniques.

12 To calculate the percentage, the total number of farms is also needed. [N.b., farm and household are not the same. Not all households may engage in farming.]
<table>
<thead>
<tr>
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<th>Time covered</th>
<th>Method of data acquisition</th>
</tr>
</thead>
<tbody>
<tr>
<td>10</td>
<td>Use of fodder banks to feed animals kept in stalls</td>
<td>Livelihoods</td>
<td>Measures the level of use of land unsuited to crops for feeding stall animals.</td>
<td>Shows the level of sound land use in terms of planting fodder crops for cut-and-carry systems for stall-kept animal, particularly goats, which provide a ready source of cash to deal with emergencies or other needs. Animals can also be sold to purchase enough inorganic fertilisers to improve the yields of staple crops on smaller areas of land. This will significantly reduce food shortages and reduce the pressure on protected areas.</td>
<td>Farmers will increasingly use fodder banks for cut-and-carry fodder systems to feed stall-kept animals.</td>
<td>All villages in and around the AHP</td>
<td>Percentage of households with fodder banks</td>
<td>Heads of villages in and around the AHP (visit village if village head does not know)</td>
<td>MYA: LD, FD</td>
<td>Survey</td>
</tr>
</tbody>
</table>

13 To calculate the percentage, the total number of households is also needed.
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</tr>
</thead>
<tbody>
<tr>
<td>11</td>
<td>Access to agricultural extension advice and inputs</td>
<td>Livelihoods</td>
<td>Measures villagers’ level of access to agricultural extension services.</td>
<td>Farmers with little or no access to agricultural advice and improved planting material find it difficult to follow the development pathways from subsistence agriculture to diversified farming systems which help them meet their full household food security needs and generate marketable surpluses. Regular visits by agricultural extension workers will encourage farmers to test the SGP agricultural interventions on their own farms, which is expected to lead to full adoption.</td>
<td>By working with stakeholders at the local level, e.g., through local protected areas management and coordination groups involving stakeholders with different roles and from different sectors, including agriculture, the SGP is expected to facilitate more regular visits of extension agents to villages in and around the AHPs.</td>
<td>All villages in and around the AHP</td>
<td>Average number of visits by an agricultural extension agent to individual villages in and around the AHP</td>
<td>Heads of villages in and around the AHP (MYA: AD may provide support / additional information)</td>
<td>Previous 12 months</td>
<td>Survey</td>
</tr>
<tr>
<td>12</td>
<td>Availability of village land-use plans with accompanying rules</td>
<td>Livelihoods</td>
<td>Comprises counting the number of villages with detailed signed land-use plans, village development plans and supporting rules.</td>
<td>The utilisation of village land-use planning forms the basis for stabilising land use in relation to (terrestrial) AHPs and represents a solid foundation on which to link livelihood development interventions with forest conservation.</td>
<td>With the SGP’s support, signed village land-use plans and accompanying rules will increasingly form the basis for livelihood activities in villages in and around the AHPs. Protected area boundaries will be respected and more activities will be undertaken in the village lands themselves.</td>
<td>All villages in and around the AHP</td>
<td>Number of villages with detailed signed land-use plans, village development plans and supporting rules</td>
<td>NGO and AHP annual reports (MYA: FD and SLRD may provide support / additional information)</td>
<td>Annual data sets</td>
<td>Inquiry with AHP warden’s office or NGO concerned</td>
</tr>
<tr>
<td>No.</td>
<td>Name of indicator, incl. proxy</td>
<td>Type of indicator</td>
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<tr>
<td>13</td>
<td>AHP wardens’ access to advice and expertise on community development</td>
<td>Livelihoods</td>
<td>Comprises measuring the number of person months (PM) for which community development facilitators are hired by and work under AHP wardens</td>
<td>The indicator has been selected to measure whether the AHP authorities are playing a prominent role in delivering the small grants on livelihoods.</td>
<td>The villagers will witness the AHP authorities leading the delivery of grants to improve livelihoods and will view the PA authorities more favourably. The NWCD can begin assessing the merit of having staff conducting this activity within their PA system. It is expected that the number of PM for which community development facilitators are hired by and work under AHP wardens will increase.</td>
<td>AHP</td>
<td>Number of PM community development facilitators are hired</td>
<td>NGO and AHP annual reports</td>
<td>Annual data sets</td>
<td>Inquiry with AHP warden’s office or NGO concerned</td>
</tr>
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<tr>
<td>14</td>
<td>Adoption of permanent raised vegetable beds in the backyard</td>
<td>Livelihoods &amp; gender (proxy indicator for gender)</td>
<td>Measures how growing domestic vegetables can replace the exploitation of wild vegetables and protect biodiversity, and reduce drudgery for women.</td>
<td>The exploitation of forest plants and wild vegetables by people living in and around the AHP represents a threat to the flora and to the biodiversity of the protected area, and often, it is a task left to women. Growing vegetables in permanent raised vegetable beds near the house can increase yields, will reduce the need for women to scour the forests for food, esp. during food shortage times, and may generate marketable surpluses in future.</td>
<td>Due to the multitude of potential benefits, permanent raised vegetable beds in the backyard will be an attractive SGP support option, and the number of adopters is expected to increase.</td>
<td>All villages in and around the AHP</td>
<td>Percentage of households with permanent raised vegetable beds in the backyard</td>
<td>Heads of villages in and around the AHP (visit village if village head does not know)</td>
<td>At time of investigation</td>
<td>Survey</td>
</tr>
</tbody>
</table>

14 To calculate the percentage, the total number of households is also needed.
<table>
<thead>
<tr>
<th>No.</th>
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</thead>
<tbody>
<tr>
<td>15</td>
<td>Time spent trying to meet daily needs from the AHP</td>
<td>Livelihoods &amp; gender (proxy indicator for both livelihoods and gender)</td>
<td>Measures the time people, and women in particular, spend collecting firewood and NTFPs (mushrooms, bamboo shoots, medicinal plants, fern shoots, wild fruits, etc.)&lt;sup&gt;15&lt;/sup&gt;, and the shortfalls in requirement</td>
<td>To understand whether the Programme’s livelihood investments will reduce the need of the people living in and around the AHP to rely on the park’s natural resources. A reduced need for forest products will contribute to biodiversity conservation and reduce the load of time-intensive work often left to women.</td>
<td>If people find project interventions meet their household food security and cash needs better than traditional methods, they may be prepared to concentrate on producing marketable surpluses through vegetable gardening, backyard mushroom production, raising small animals for meat, etc. The time spent in the AHP trying to meet daily needs will lessen.</td>
<td>All villages in and around the AHP</td>
<td>Average number of hours spent per week trying to meet daily needs from the AHP</td>
<td>Households in villages in and around the AHP</td>
<td>Previous 12 months</td>
<td>Sample survey (min. 35 households overall, min. 5 households per village, min. 1/3 of all villages covered)</td>
</tr>
</tbody>
</table>

<sup>15</sup> N.b., items such as wild mushrooms and vegetables may be collected during firewood collection.
<table>
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<tbody>
<tr>
<td>16</td>
<td>Availability of secure water supplies (proxy indicator for gender)</td>
<td>Livelihoods &amp; gender</td>
<td>Identifies villages with a secure source of water.</td>
<td>Without readily available water supplies, some villages will be unable to adopt some SGP interventions and continue to exploit AHP resources. The task of collecting water can take several hours a week and is usually assigned to women. Water supplies inside villages allows stall-fed livestock to be maintained and provides supplementary water for growing vegetables in permanent raised beds during the dry season. Water supplies can reduce the months of food shortages, and the hours saved can be used more productively by women.</td>
<td>The SGP is likely to improve water supplies in villages in and around AHPs; and the share of villages in the SGP area with a secure supply of water is expected to increase.</td>
<td>All villages in and around the AHP</td>
<td>Percentage 16 of villages with a secure water supply</td>
<td>Heads of villages in and around the AHP (MYA: ID, RDD and NGOs working on water supply may provide support / additional information, e.g., type of supply, supply shortages, number of ponds and wells, etc.)</td>
<td>At time of investigation</td>
<td>Survey</td>
</tr>
</tbody>
</table>

16 To calculate the percentage, the basic population is the total number of villages in and around the AHP. Village water supply is considered secure if less than 5% of all households in one village need to carry the water they use to their house.
<table>
<thead>
<tr>
<th>No.</th>
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<tbody>
<tr>
<td>17</td>
<td>Access to rice mills and corn shellers (proxy indicator for gender)</td>
<td>Livelihoods &amp; gender</td>
<td>Measures access of villagers, particularly women, to rice mills and corn shellers.</td>
<td>Women can take up to 3 hours a day shelling corn for their daily meals, and 2-3 hours pounding paddy rice for the family. SGP interventions which increase crop yields will increase this labour input. Providing rice mills and corn shellers to villages will save women several hours labour a day which can be used for caring for children, agricultural activities, making handicrafts, etc.</td>
<td>Rice mills and corn shellers make a difference to women in villages in and around the AHPs. Therefore, with SGP support, villagers’ access to rice mills and corn shellers is expected to improve.</td>
<td>All villages in and around the AHP</td>
<td>Percentage 17 of households with ready access to rice mills and / or corn shellers (depending on prevailing staple crop[s])</td>
<td>Households in villages in and around the AHP</td>
<td>At time of investigation</td>
<td>Sample survey (min. 35 households overall, min. 5 households per village, min. 1/3 of all villages covered)</td>
</tr>
<tr>
<td>18</td>
<td>School attendance (livelihoods &amp; education)</td>
<td></td>
<td>Measures whether children are able to finish school or drop out early.</td>
<td>Education is essential if people are to escape poverty from living off dwindling forest resources.</td>
<td>SGP investments into improved livelihoods of the people in and around the AHP villages will reduce the causes for early school drop-outs. Therefore, the school attendance rate is expected to increase.</td>
<td>All villages in and around the AHP</td>
<td>Percentage 18 of children at school age attending school</td>
<td>Households in villages in and around the AHP</td>
<td>At time of investigation</td>
<td>Sample survey (min. 35 households overall, min. 5 households per village, min. 1/3 of all villages covered)</td>
</tr>
</tbody>
</table>

17 To calculate the percentage, the basic population is the total number of households interviewed.
18 To measure this indicator, the total number of children at school age is also needed.
<table>
<thead>
<tr>
<th>No.</th>
<th>Name of indicator</th>
<th>Type of indicator, incl. proxy⁴</th>
<th>Description of indicator</th>
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<th>Time covered</th>
<th>Method of data acquisition⁵</th>
</tr>
</thead>
<tbody>
<tr>
<td>19</td>
<td>Existence of Township Protected Area Management Co-ordination Group</td>
<td>Co-management (also proxy indicator for Township Protected Area Management Co-ordination Group’s work plan implementation)</td>
<td>Measures whether a Township Protected Area Management Co-ordination Group exists and how active it is.</td>
<td>The Township Protected Area Management Co-ordination Group plays a key role in promoting co-management integrating conservation with development. The indicator will show whether there is – and also the intensity of – coordination between key AHP stakeholders to deliver livelihood enhancement linked to conservation. It is also assumed that coordination will be guided by a work plan, so the indicator is used as a proxy for work plan implementation.</td>
<td>With the support of the SGP, coordination and cooperation among key AHP stakeholders will increase. Among others, this will result in regular and frequent meetings of the Township Protected Area Management Co-ordination Group and implementation of the Group’s work plan.</td>
<td>AHP and villages in and around the park</td>
<td>Number of Township Protected Area Management Co-ordination Group meetings</td>
<td>Township Protected Area Management Co-ordination Group minutes of meetings</td>
<td>Previous 12 months</td>
<td>Inquiry with AHP warden’s office or NGO concerned</td>
</tr>
<tr>
<td>20</td>
<td>Existence of Township Community Development Coordination Group</td>
<td>Co-management (also proxy indicator for Township Community Development Coordination Group’s work plan implementation)</td>
<td>Measures whether a Township Community Development Coordination Group exists and how active it is.</td>
<td>The indicator will show whether there is – and also the intensity of – coordination between key AHP stakeholders to deliver livelihood enhancement. The Township Community Development Coordination Group plays a key role in promoting livelihoods.</td>
<td>With the support of the SGP, coordination and cooperation among key AHP stakeholders will increase. Among others, this will result in regular and frequent meetings of the Township Community Development Coordination Group and implementation of the Group’s work plan.</td>
<td>AHP and villages in and around the park</td>
<td>Number of Township Community Development Coordination Group meetings</td>
<td>Township Community Development Coordination Group minutes of meetings</td>
<td>Previous 12 months</td>
<td>Inquiry with AHP warden’s office or NGO concerned</td>
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<td>21</td>
<td>Conservation agreements signed</td>
<td>Co-management</td>
<td>Measures the level of long-term liability of the commitment of both AHP and villages in and around the park towards biodiversity conservation while, at the same time, taking into account the needs of villagers.</td>
<td>Conservation agreements – with maps if relevant – will assist the villages and the AHP authorities to mitigate threats to the AHP while, at the same time, taking into account the needs of villagers. The indicator will show whether there are agreements on natural resource use relating to conservation of the park’s resources.</td>
<td>Based on the need to involve village communities in the protection of natural resources and with the support of the SGP, AHP authorities and villagers will increasingly work together; and villagers will assume roles in the management and conservation of the AHP’s resources. The foundation for this collaboration will be conservation agreements signed between the AHP and the villages in and around the park. More and more such agreements will be signed in the area covered by the SGP.</td>
<td>AHP and villages in and around the park</td>
<td>Number of signed conservation agreements</td>
<td>Township Protected Area Management Coordination Group minutes of meetings; AHP management plan</td>
<td>At time of investigation</td>
<td>Inquiry with AHP warden’s office or NGO concerned</td>
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<tr>
<td>22</td>
<td>Changes in zoning recognised by Township Protected Area Management Co-ordination Group</td>
<td>Co-management</td>
<td>Measures the area of AHP and village buffer zone with agreed and respected resource use designations.</td>
<td>The indicator will help understand whether the AHP has better defined zoning linking to real management arrangements relating to resource use.</td>
<td>The conservation and livelihood interventions of the Programme should lead to improved recognition of what activities are permissible and promoted and what activities are prohibited in different parts of the AHP landscape. With support of the SGP, the AHP’s and villages’ combined area with recognised zoning is expected to increase.</td>
<td>AHP and villages in and around the park</td>
<td>Area (in ha) of AHP and buffer zone designated with zoning categories</td>
<td>Township Protected Area Management Co-ordination Group minutes of meetings</td>
<td>At time of investigation</td>
<td>Inquiry with AHP warden’s office or NGO concerned</td>
</tr>
<tr>
<td>23</td>
<td>Evaluation of AHP management plan implementation</td>
<td>Co-management</td>
<td>Measures progress in implementation of the AHP management plan relating to prescribed activities and budgets</td>
<td>The indicator will reveal (i) whether a AHP management plan exists; and (2) to what extend park authorities are in a position to implement the plan.</td>
<td>The SGP will provide assistance in AHP management planning. As a result, each AHP is expected to develop and obtain approval for its management plan. Scores resulting from regular evaluations of AHP management plan implementation are expected to improve / remain high over time.</td>
<td>AHP</td>
<td>Average evaluation score</td>
<td>Township Protected Area Management Co-ordination Group minutes of meetings</td>
<td>Previous 12 months</td>
<td>Inquiry with AHP warden’s office or NGO concerned</td>
</tr>
</tbody>
</table>

19 At the end of each Township Protected Area Management Co-ordination Group meeting, representatives will be given an evaluation form to assess progress in AHP management plan implementation both in terms of activities carried out and expenditures made against budget lines. In the questionnaire, scores can range from 1 (completely wrong) to 10 (absolutely true). Then, for each questionnaire, the average score will be calculated [theoretical maximum score is 10.0]. The average scores of all questionnaires will be used to calculate an overall average, that.
<table>
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<tbody>
<tr>
<td>24</td>
<td>Management Effectiveness Tracking Tool (METT)</td>
<td>PA management</td>
<td>Measures overall management effectiveness of the AHP</td>
<td>It will help understand the AHP’s strengths and weaknesses in a wide range of management areas.</td>
<td>The conservation and livelihood interventions will lead to improved management of the AHP and have it achieving higher METT scores over time.</td>
<td>AHP</td>
<td>METT score</td>
<td>Co-ordination Group Minutes of Meetings / METT score card / AHP warden or NGO involved</td>
<td>At time of investigation</td>
<td>Application of the METT</td>
</tr>
</tbody>
</table>

is, the score given by the Township Protected Area Management Co-ordination Group on AHP management plan implementation at the time of the meeting [theoretical maximum score is 10.0]. The score will then be recorded in the minutes of meeting. – The following questions (to be scored from 1 – 10) are suggested to be used in the questionnaire: (A) Do you think that implementation progress for planned activities is as scheduled? (B) Do you think that the quality of activity implementation is sufficient? (C) Do you think that the funds allocated for planned activities have been made available on time? (D) Do you think the AHP management plan is up-to-date? - - N.b., questions used in this questionnaire can be further developed in line with the local situation and the experience of stakeholders involved.
Annex 4: Generic Table of Contents for a Management Plan for an ASEAN Heritage Park

PART I: BACKGROUND TO THE PLAN AND ITS MANAGEMENT OBJECTIVES

CHAPTER 1: DESIGNATION AND STATUS OF THE PROTECTED AREA

CHAPTER 2: JUSTIFICATION FOR THE SELECTION OF THE PROTECTED AREA AS A PRIORITY FOR ACTION

CHAPTER 3: THE PLAN AND THE OBJECTIVES FOR PROTECTED AREA MANAGEMENT
3.1 Past Five Year Management Plan (2010-2015)  
3.2 Relationship to Annual Plans  
3.3 The Purpose of the Plan  
3.4 Structure of the Plan  
3.5 Preparation of the Plan  
3.5.1 Promoting Co-management  
3.5.2 Recognizing Fields of Expertise  
3.5.3 The Protected Area Management Planning Area  
3.5.4 The Planning Process  
3.6 The Goal and Objectives for Protected Area Management

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CHAPTER 4: THE SETTING AND HISTORY OF THE PROTECTED AREA
4.1 Location of the Protected Area  
4.2 Summary Description of the Protected Area  
4.3 Recent History of the Area  
4.3.1 Settlement and Land-Use prior to Establishment of the Protected Area  
4.3.2 Protected Area Management since Establishment

CHAPTER 5: THE BIO-PHYSICAL ENVIRONMENT
5.1 Physical Features of the Area  
5.1.1 Climate  
5.1.2 Hydrology  
5.1.3 Geology and Soils  
5.2 Biological Features  
5.2.1 Vegetation  
5.2.2 Fauna  
5.3 Main Biological Significance

CHAPTER 6: THE SOCIO-ECONOMIC ENVIRONMENT
6.1 Demographic Overview  
6.1.1 Population  
6.1.2 Ethnicity and Religion  
6.2 Settlements
6.2.1 Tract A
6.2.2 Tract B
6.2.3 Tract C
6.2.4 Tract D
6.2.5 Tract E

6.3 Existing Infrastructure and Community Services
6.3.1 Transport
6.3.2 Markets and Market Access
6.3.3 Education
6.3.4 Health Care
6.3.5 Industry and Employment
6.3.6 Security and Customs
6.3.7 Tourism

6.4 Tenure and Access to Land
6.4.1 Land Tenure
6.4.2 Villager Access to Land

6.5 Other Proposed Land-Use Developments

CHAPTER 7: LIvelihoods and Current Use of Natural Resources Within the Protected Area and Its Adjacent Areas
7.1 Principal Livelihoods and Income
7.2 Natural Resource and Land Based
7.2.1 Agriculture
7.2.2 Livestock
7.3 Fishing
7.3.4 Other Practices of Importance
7.3 Off-farm income sources
7.3 Utilization of Forest Habitats
7.3.1 Selective Logging
7.3.2 Hunting
7.3.3 Fishing
7.3.4 Utilization of Non-Timber Forest Products
7.3.5 Livestock Ranching
7.4 Community Enforcement Benefits
7.5 Tourism Benefits
7.6 Ecosystem Services

CHAPTER 8: Threats and Constraints to the Conservation of Natural Habitats Within the Protected Area
8.1 Introduction
8.2 Direct Threats to the Natural Habitats within the Protected Area
8.2.1 Conflict Analysis
8.2.2 Habitat Degradations
8.2.3 Pressure / encroachment through park-external forces
8.3 Causal Factors
8.3.1 Law Enforcement
8.3.2 Economic Opportunities for Local Communities in AHP adjacent areas
8.3.3 Unsustainable Resource-Use Patterns
8.3.4 Settlements within PAs
8.3.5 Government Planning Perception of the Protected Area
8.3.6 Public Perception of the Protected Area and its values

8.4 General Constraints to Effective Conservation Management of the Protected Area
8.4.1 Policy and Legal Framework
8.4.2 Definition of Authority within the Protected Area
8.4.3 Institutional Capacities and Resources
8.4.4 Logistics and Access
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9.1.1 Conceptual Basis of Co-Management
9.1.2 Approach and Strategies
9.2 Regulatory Framework
9.3 National Policies for Protected Areas
9.4 Management Policies for the Protected Area
9.4.1 Priority Villages
9.4.2 Logging
9.4.3 Hunting
9.4.4 Collection of Forest Products
9.4.5 Upland Rice Cultivation
9.4.6 Grazing
9.4.7 Forest Restoration
9.5 The Protected Area Boundary and Management of the Buffer Zones
9.5.1 The Protected Area Boundary
9.5.2 Buffer and Adjacent Areas
9.5.3 Role for Environmental Assessment, Biodiversity Offsets and Other Mitigation Measures
9.6 The Role for Local Communities
9.6.1 Village Committees
9.6.2 Community-based Organizations
9.6.3 Township Environment and Conservation Meetings
9.6.4 Conservation Agreements and Benefit Sharing
9.7 The Protected Area Zoning Scheme
9.7.1 Principle Components of the Scheme
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10.2 Application and Management of Zones

10.2.1 Core Zone

10.2.2 Buffer Zone

PART IV: MANAGEMENT ARRANGEMENTS AND PROGRAMME

CHAPTER 11: PROTECTED AREA MANAGEMENT ARRANGEMENTS

11.1 Management Authority and Responsibilities

11.1.1 Co-management System and Stakeholders

11.1.2 Township Environment and Conservation Committee

11.1.3 Protected Area Authorities and Units

11.1.4 Management by Nature and Wildlife Conservation Division (NWCD) and the Ministry of Environmental Conservation and Forestry

11.2 Strategic Partnerships

11.3 Financial Mechanisms and Support

11.3.1 Strategy for Sustainable Funding

11.3.2 Protected Area Trust Fund

CHAPTER 12: OVERALL PROGRAMME OF ACTIVITIES

12.1 General Management Sub-Programme

12.1.1 Policy and Law Component

12.1.2 Institutional Strengthening

12.1.3 Adaptive Management Framework

12.1.4 Human Resources Management

12.1.5 Infrastructure Component

12.1.6 Assets, Office, Field Equipment and Maintenance

12.1.7 Impact Assessment

12.1.8 Database Management

12.1.9 Financial Management

12.2 Co-Management and Area Management Sub-Programme

12.2.1 Co-Management Meetings

12.2.2 Participatory Quarterly Planning and Reporting

12.2.3 Demarcation, Monitoring and Rules Formulation of the Zoning

12.3 Biodiversity Monitoring and Research Sub-Programme

12.3.1 Village Ranger Programme

12.3.2 Protected Area Research Programme (holistic)

12.4 Law Enforcement Sub-programme
12.4.1 Law Enforcement Working Group
12.4.2 Law Enforcement Strategy and Targets
12.4.3 Division of Law Enforcement Responsibilities
12.4.4 Protocols for Law Enforcement
12.4.5 Checkpoints
12.4.6 Patrolling
12.4.7 Enforcement Agency Outreach and Informants Network

12.5 Community Outreach and Conservation Awareness Sub-programme
12.5.1 Community-based Organization Outreach Working Group
12.5.2 Community Outreach Strategy and Targets
12.5.3 Student Outreach
12.5.4 Media Promotion

12.6 Community Development Sub-Programme
12.6.1 Community-based Organizations on Livelihoods
12.6.2 Economic Diversification
12.6.3 Local Employment
12.6.4 Infrastructure and Communication Component
12.6.5 Agroforestry Enhancement
12.6.6 Health Care and Education

12.7 Ecotourism Sub-Programme
12.7.1 Community-based Organization Ecotourism Working Group
12.7.2 Ecotourism Strategy
12.7.3 Private Sector Partnerships

12.8 Training Activities
12.8.1 Government Staff
12.8.2 Local Communities

12.11 Partnerships
12.9 Work Schedule
12.12 Monitoring and Evaluation
12.10 Financial plan
Annex 5 – Generic Multi-level Co-management Arrangement in an ASEAN Heritage Park, Myanmar
GRANT COMPLETION CERTIFICATE

Grant No.: Grant Title: Country:

Grantee Name:

With reference to the Grant Agreement No. __________________________ that was entered into with ASEAN Centre for Biodiversity (ACB) Small Grant Programme (SGP) <Indonesia><Myanmar>, in my capacity as the Executive Director of the Grant Authority, I hereby certify that:

**Technical Completion** — With reference to all material aspects of your Proposal with Activity-Cost-Milestone Plan, and any subsequent jointly agreed-upon modification(s), your organization has achieved the stated grant objective(s), milestones and verifiable results as presented, with the exception of the following:

or

***** Nil *****

**Financial Completion** – With reference to all financial aspects of your proposal your organization has met the agreed obligations.

The ACB as Grant Authority declares therefore final acceptance and Grant Completion.

On Behalf of the Grantee: On Behalf of ACB:
Date: Date:

________________________________________  __________________________________________
Authorised Grantee Representative  Executive Director
Criteria for eligible Sites

AHPs can receive support from SGP if they meet the criteria A, B, and C (Table 1). Before applying for support to the SGP, proponents must ensure that the proposed intervention is to take place within the AHPs or its adjacent areas. Please note that the following criteria are currently applicable only to the Myanmar context.

Table 1: Criteria for eligible SGP sites

<table>
<thead>
<tr>
<th>Criterion</th>
<th>Qualifiers</th>
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<tbody>
<tr>
<td>A. The AHP must support terrestrial, freshwater or marine biodiversity (including transitional zones) of high conservation importance</td>
<td>Only AHPs that support primarily biodiversity of ‘high conservation importance’ can be considered.</td>
</tr>
<tr>
<td>B. The AHPs must be registered and recognised as National Park, Nature Conservation Area, or Species/Habitat Conservation Area</td>
<td>1. Management categories follow MoECAF’s classification and decision 2. Adjacent and/or buffer zone areas are eligible for support, if improvements of livelihoods will reduce the pressure on the PA. The PA Management Planning Process will identify zones and priority areas to be incorporated. 3. Participating AHPs and their adjacent areas are only eligible for prolonged SGP support, if ACB has received an approved 5Y Management Plan, which addresses conservation and livelihood issues of the local population living within the AHPs and its adjacent areas. 4. Sites of cultural, historical and environmental value alone do not fulfil the criterion; the principal management objective needs to contribute to biodiversity or landscape conservation and livelihood development.</td>
</tr>
<tr>
<td>C. The AHPs must be under ‘appropriate management’</td>
<td>1. Appropriate management’ means that the AHPs are managed by a MoECAF appointed full-time, onsite warden and a team of rangers (management staff comprising minimum of 3 – community development, habitat and species conservation, law enforcement). 2. Appropriate management further means the presence of an approved management plan, and allocation of government budgets for the AHPs.</td>
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</table>

The application of above criteria identifies Myanmar’s seven AHPs as eligible sites.

Project Area in Myanmar

Myanmar has seven ASEAN Heritage Parks (AHPs), more than any other ASEAN country, with Nat Ma Taung as the latest entry. They cover a relatively representative selection of the country’s ecosystems from Himalayaan mountain forests (Hkakaborazi), dry forests (Ailaungdaw Kathapa), wetlands (Inle Lake and Indawgyi), to lowland deciduous forests, mangroves and marine ecosystems (Meinmahla Kyun, Lampi). All seven AHPs are key biodiversity areas, three of them amongst the 37 top-priority sites for action.

The Critical Ecosystem Partnership Fund (CEPF) analysis also identified eight priority corridors, and four of the AHPs fall within these corridors. One of the AHPs (Inle Lake) is a Global 200 Ecoregion, and is on the ‘tentative’ list for World Heritage Site status.
After early discussions and in mutual agreement with the NWCD, the firstly nominated Inle Lake was replaced by Nat Ma Taung National Park (Chin State, western part of Central Myanmar, 720 km²). NWCD cited already sufficient international funding and technical support for Inle as the reason for the change. As part of the Consultant’s first short-term mission, the specialists have visited Nat Ma Taung and updated the selection matrix.

The Park – according to the terms as applied during the FS of 2012 – is eligible; the Myanmar Inception Meeting confirmed the selection.

Table 2: SGP Myanmar - Stressors and Selection of AHPs

<table>
<thead>
<tr>
<th>STRESSORS</th>
<th>AHP</th>
<th>traditional agriculture</th>
<th>small -farmer oriented agriculture</th>
<th>traditional livestock herding and grazing</th>
<th>illegal collection of wild foods and forest products</th>
<th>invasive exotic species</th>
<th>illegal selective logging</th>
<th>fire</th>
<th>industrial mining</th>
<th>pollution</th>
<th>local mining</th>
<th>boundary conflicts and land claims</th>
<th>road / infrastructure construction</th>
<th>settlements</th>
<th>recreational / touristic use</th>
<th>management unit's capacity</th>
<th>management planning</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Alaundaw Kattapha</td>
<td>☐</td>
<td>☑</td>
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<td>☑</td>
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<td>☑</td>
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</tr>
<tr>
<td>2</td>
<td>Hkakaborazi</td>
<td>☑</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
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</tr>
<tr>
<td>3</td>
<td>Indawgyi Lake</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
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<tr>
<td>4</td>
<td>Inle Lake</td>
<td>☑</td>
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<tr>
<td>5</td>
<td>Lampi</td>
<td>☑</td>
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</tr>
<tr>
<td>6</td>
<td>Meinmahla Kyun</td>
<td>☑</td>
<td>☐</td>
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<tr>
<td>7</td>
<td>Nat Ma Taung Nat. Park</td>
<td>☑</td>
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<td>☑</td>
<td>☑</td>
<td>☑</td>
<td>☑</td>
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</table>

The SGP MMR covers the AHPs (a) Meinmahla, (b) Alaundaw Kattapha, (c) Nat Ma Thaung, and (d) Indawgyi. Criteria, which lead to their selection, are listed in Table 2 above. Further, areas adjacent to the parks are considered being eligible. The identification of exact priority locations are subject to the Management Planning Process.

The Inception Meeting discussed and agreed on these threats to be mitigated:

- At Alaundaw Kattapha National Park, interventions shall aim to reduce small scale farming, illegal selective logging, hunting of wildlife and unsustainable collection of NTFPs and fuel-wood. It may also resolve solutions for mining issues.
- At Indawgyi Lake Wildlife Sanctuary, the interventions shall assist reducing overfishing, pollution, watershed degradation and local mining. It might also support more sustainable recreational use of the site.
- At Meinmahla Kyun Wildlife Sanctuary the interventions shall reduce illegal fishing and mangrove cutting inside the reserve, as well as threats to the endangered reptiles found within the site.
- At Nat Ma Taung National Park: the interventions shall reduce traditional agriculture (shifting agriculture), uncontrolled grazing, unsustainable NTFP collection, illegal selective logging, and wildlife hunting.
**Conservation related investments – White and Black List**

<table>
<thead>
<tr>
<th>White list</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Planning exercises</strong></td>
</tr>
<tr>
<td><strong>Wildlife research and monitoring</strong></td>
</tr>
<tr>
<td><strong>Enforcement</strong></td>
</tr>
<tr>
<td><strong>Habitat and Species Management</strong></td>
</tr>
<tr>
<td><strong>Community outreach and conservation awareness</strong></td>
</tr>
<tr>
<td><strong>Community development</strong></td>
</tr>
</tbody>
</table>
### Negotiation of household conservation agreements
- Support local authorities and social society organizations to develop proposals on community development to approach other financial resources, e.g. proposals on restoration of traditional handicraft villages,
- Facilitating community access to funds/advice from other sources so as to make use of adjacent areas sustainable
- Agroforestry; nurseries
- Networking and exchange visits on conservation between communities

### Ecotourism
- Activities associated with sustainable tourism.
- Training local people as tourist guides
- Development of ecologically sensitive visitor regulations

### Protected area management
- Preparation of biodiversity / conservation needs assessments work as part of the Operational Management Plan (OMP) preparation process;
- OMPs with local stakeholder involvement
- PES – i.e. provide PES & receive payment, REDD (measuring carbon stocks, etc.)
- Assessing options for expanding boundaries of, or enhancing connectivity between, AHPs e.g. supporting surveys and re-designation of forests adjacent to or between existing AHPs.
- Review options for expanding AHP boundaries to include adjacent ‘protection’ forests
- Exchange visits, study tours to other AHPs in the ASEAN member states.
- Site-specific trans-boundary study visits

### Conservation management
- Activities that leverage existing development funds towards initiatives consistent with biodiversity conservation (what is this activity and does this require money)

### Infrastructure
- Cementing of masts to secure communication tower as part of a wireless communication program for patrolling

### Conservation awareness raising activities
- Encouraging environment-friendly land-use planning in the adjacent areas (what is this)

### Black list: The following activities are NOT eligible for support

| Planning exercises | Activities already budgeted for in an (international donor)-funded project
| EIA or mitigation measures for major development projects
| Rural development activities

| Conservation management | Introduction of non-native species into protected areas

| Park and Wildlife management equipment | Major equipment such as vehicles, generators, air conditioners, furniture, furnishings.
| Weapons and ammunition

| Infrastructure | Large park infrastructure (roads; buildings; etc.)

| Capacity building for AHP staff | Fees for higher education

| Engagement of local stakeholders | Displacement or re-settlement of people/ communities (incl. related planning activities)

| Conservation awareness raising activities | }
### Hunting/wildlife trade control

<table>
<thead>
<tr>
<th>Activity</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tourism</td>
<td>Tourism development which is incompatible with AHP values Academic study and overseas study tours</td>
</tr>
<tr>
<td>Surveys and research</td>
<td>Activities that involve modification to natural habitat, other than habitat management for conservation purposes</td>
</tr>
<tr>
<td>Salaries and allowances</td>
<td>Basic staff salaries and office running costs, including fuel and vehicle maintenance Attending government meetings Travel costs which are not directly part of a project; Conference travel; Regular staff salaries (overheads) Topping ups for park administration, applicants or support groups</td>
</tr>
<tr>
<td>Miscellaneous</td>
<td>Activities beyond the mandate of AHP management authorities</td>
</tr>
</tbody>
</table>
SGP PROGRAMME MANAGEMENT MANUAL

ANNEX 08: OBLIGATIONS FOR GRANT IMPLEMENTATION
FINANCIAL MANAGEMENT: Small Grants Programme

Outline

I. Introduction
II. Fund Management
III. Disbursement Procedure
IV. Eligibility of Expenses
V. Financial Reporting
   1. Frequency
   2. Form and Content
   3. Supporting Documents
   4. Others
VI. Accounting and Auditing
VII. Budget Realignment
VIII. Appendices
     Appendix 1: Request for Replenishment
     Appendix 2: Statement of Expenditure
     Appendix 3: List of Expenditure
     Appendix 4: Supporting Documents
     Appendix 5: Acknowledgment Receipt Form
I. Introduction
The purpose of the manual is to provide assistance and guidance to the users and stakeholders on the relevant disbursement procedures, accounting policies and reporting requirements. The Service Provider for grant-making herein referred to as Service Provider must have appropriate accounting and internal control systems in place that:

- Reliably record and report the financial transactions of the project; and
- Provide sufficient financial information for managing and monitoring project activities.

The Service Provider shall:

- Implement the project in conformity with sound financial management practices;
- Keep books and records clearly identifying all costs of the services and supplies for the project;
- Observe national standards for correct bookkeeping.

II. Fund Management
1. The proceeds of the grant shall be applied for the financing of project expenditures in accordance with the grant-agreement and for measures approved by ACB in writing.
2. If there is no evidence proving the use of the financial contribution for the purpose stipulated or does not fulfil any other obligations under the agreement, the Service Provider shall repay the fund plus interest earned.

III. Disbursement Procedure
1. The grants are disbursed in tranches.
   a. For grants with duration of 6 months or less, 90% of the agreed amount shall be advanced and the balance payable upon submission of the Service Provider and ACB-acceptance of final and completion report
   b. For grants with duration of more than 6 months, the schedule of disbursement is as follows:

<table>
<thead>
<tr>
<th>Tranche</th>
<th>Percentage</th>
<th>Conditions</th>
</tr>
</thead>
<tbody>
<tr>
<td>First Tranche</td>
<td>50 %</td>
<td>within 10 working days upon signing of Contract by the Parties</td>
</tr>
</tbody>
</table>
| Second Tranche   | 40 %       | Upon submission of withdrawal application with evidence that 75% of the first tranche has been
2. Procedure for the Disbursements (Figure 1):
   a. The first tranche is disbursed to the service provider within **10 working days** after the delivery of the signed contract to ACB;
   b. Subsequent tranches are disbursed upon the delivery and approval of complete and duly prepared interim/final reports (See V). After expenses of 75% of the first tranche have been incurred, the Service Providers’ shall submit a withdrawal application signed, endorsed and certified correct by the authorized representative. The Service Providers’ shall submit the following documents in English, documents in any other language must be accompanied by a translation into English:
      i. Request for replenishment which should bear the project reference number, numbered consecutively and signed by authorized representatives of the Service Providers. (Appendix 1)
      ii. Statement of Expenditures (Appendix 2)
      iii. Detailed breakdown of Expenditures (Appendix 3)
   c. The third tranche usually amounts to about **10%** of the grant’s total sum and is payable after the delivery and approval of the completion report.

3. ACB will not be liable for delays caused by transferring banking institutions in the disbursement of funds.

4. ACB reserves the right to reduce the volume of the disbursement.

5. ACB will not disburse funds after December 30, 2018.
Figure 1. DISBURSEMENT PROCEDURE

<table>
<thead>
<tr>
<th>Lead NGO</th>
<th>ACB</th>
<th>Timeline</th>
</tr>
</thead>
<tbody>
<tr>
<td>Star</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Submits withholding application</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Request for Replenishment</td>
<td>Receipt of Documents</td>
<td>• After expenses of 75% of the first tranche has been incurred; or after the delivery and approval of the final report for the third tranche</td>
</tr>
<tr>
<td>Summary of Expenditures</td>
<td>Document Verification</td>
<td>• Documents must be received within 30 calendar days</td>
</tr>
<tr>
<td>Detailed Expenditures</td>
<td>YES</td>
<td>• Verification of reports within 3 working days</td>
</tr>
<tr>
<td>Supporting Document if applicable</td>
<td>NO</td>
<td>• ACB to notify the service provider within 3-5 days after verification of reports and fund transfer</td>
</tr>
<tr>
<td>Email advice to</td>
<td>Complete</td>
<td>• Service provider to notify ACB within 3-5 days upon receipt of funds</td>
</tr>
<tr>
<td>Debit advice</td>
<td>YES</td>
<td></td>
</tr>
<tr>
<td>Receives and acknowledges receipt of funds</td>
<td>Email Advice</td>
<td></td>
</tr>
<tr>
<td>END</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

END
IV. Eligible Expenses
1. The fund may only be used for verifiable, reasonable and customary local costs.
2. All costs claimed must be realized and paid by the service provider during the contracted implementation period and recorded in the project journal.
3. All costs incurred for the bank processing of the financial contribution shall be considered as expense.
4. Taxes and other government charges incurred in connection with the implementation of the project, in addition to import duties, shall not be financed from the fund.
5. Activities and investments related to large scale infrastructure (e.g. roads, large buildings), introduction of non-native species into protected areas, weapons and ammunitions, displacement or re-settlement of people and communities, travel costs that are not directly part of a project, conference travel, regular staff salaries and recurrent costs shall not be financed from the fund.

V. Financial Reporting
1. Frequency
The period for reporting discussed in this manual is every 6 months. The first report is due after 6 months from receipt of the first tranche. The financial reports, in both soft and hard copies, must be received by ACB not later than 30 calendar days after end of period under review.

2. Form and Content
   1. The standard form of the financial report comprise the following
      a. Statement of Expenditures (Appendix 2)
      b. Detailed breakdown of expenditures (Appendix 3)
      c. Receipts to support expenses
   2. Financial reports shall be:
      a. Prepared and certified correct by the concerned finance and administration official
      b. Countersigned by the authorized party or representative of the service provider.
      c. Submitted in English. Documents in any other language must be accompanied by a translation into English.
      d. Prepared in Euro. Expenses paid in local currency will be translated using the prevailing exchange rate at the time of converting the euro amount to local currency.

3. Supporting Documents
   1. Invoices must be stamped with “Paid” and copies of which must be certified true copy by concerned authorities. The original /certified copy of all supporting documents such as official receipts, invoices, contracts/service agreements, acknowledgement receipts and
other related documentation must be submitted to ACB as an attachment to the project financial report.

2. The original documentary evidence is kept at the service provider’s office and is available for inspection by ACB or any third party instructed by ACB at any time. The same will be submitted to ACB as an attachment to the project financial reports.

3. If supporting documents are written in the language other than English, English translation on the documents (i.e. items for goods purchased, services rendered, dates, name of vendor and recipient) must be provided.

4. The original / certified copy of documents (i.e. invoice, boarding pass, airport tax) should be glued or stapled on a blank paper (size A4).

5. Supporting documents should be put together according to their sub-item by individual bunch/lot. For example: supporting documents for sub-item 1 should be bundled together (i.e Ref. 01 - 06), then sub-item 2 (Ref. 07 - 20) should also be bundled together, and so on.

6. A guide on the different expenditures and the required supporting documents for each expense are provided in Appendix 4.

4. Other Provisions

If in the event that the service providers fail to submit the required reports/supporting documents within the required time and the issues have not been eliminated within 30 days, ACB may suspend disbursements and repayments to service providers.
Lead NGO

Submits Interim Financial Report

Summary of Expenditures

Verify Documents

ACB

Receive Documents

Supporting Document where applicable

Email advice

END

Timeline

- Every 6 months

- Reports must be received by ACB not later than 30 calendar days after end of period under review

- Verification of reports within 10 calendar days

- ACB to notify lead NGO within 3 days after verification of reports

- Lead NGO to comply with deficiencies/issues within 7 calendar days after notice from ACB
VI. Accounting and Auditing

1. The Service Provider shall keep a separate project journal and observe the national standards for correct bookkeeping. All project-related receipts and expenditures shall be recorded in chronological order and in accordance with the measures agreed-upon.

2. The original vouchers for each payment and entry operation shall be kept in chronological order and numbered consecutively with the respective entry.

3. Project journal and original vouchers must be kept until at least five years after completion of project and will be accessible at all times for inspection by ACB or third parties authorized by ACB or will send them on request to ACB or third parties authorized by ACB.

4. The Service Provider and individual grantees shall maintain the following records:
   a. Cash Book which consists of records of cash and bank transactions. The cash book records every payment and receipt and includes detailed information such as cheque and voucher numbers.
   b. Journal shall be used to record adjusting entries and all other transactions which cannot be recorded in the cash book.

5. An annual financial audit may be carried out by ACB, where the Grantee shall source an external auditor, and the Authority shall provide the budget to finance such annual audit. Audits should ideally be carried out within the first quarter of each financial year (January - March). ACB shall inform the service provider of the essential results of the report. The service provider shall implement the recommendations of ACB ensuing from the results of the audit report promptly and shall furnish proof of this to ACB on request.

   The SGP-NWT Secretary will be responsible for engaging the auditors and supporting their work. Audited reports will be presented to the ACB, SGP NWT and NSC and to any other parties as needed (e.g. major donors, partners, interested Ministries).

   The external auditors, as well as performing the normal statutory audits, will be expected to review the internal control systems established. Complete records of each grant should be maintained at SGP Secretariat to facilitate audits. The external auditors will audit a sample of grants each year and these audits will address both the investment and management of the grant fund, and the use and management of the income stream.

VII. Budget Realignment

Budget realignment may be allowed once within the project duration. The Grantee shall immediately notify the Authority of the budget realignment at mid-term of the project duration. The Grantee shall submit a justification to the proposed realignment, which should not be more than 20% of the total savings foreseen from the budget. The approved budget for each budget line is the maximum amount that can be spent even if savings in other lines have been obtained. Realignment may not be used to increasing budget lines for personnel costs.
Appendix 1: Request for Replenishment

Date..............................

Name and Address of Party/Third Party authorized to request replenishment

ASEAN Centre for Biodiversity
3F ERDB Building, Forestry Campus
Los Baños, Laguna 4030
Philippines

Financial Cooperation with the ASEAN Centre for Biodiversity (ACB)
Grant/Loan/Financing/Programme Agreement of ACB
Project/Programme name: Small Grants Programme by the ASEAN Centre for Biodiversity
Project- Reference No.: _________________
Project Title: _________________
Withdrawal Application No.: _________________
Request for replenishment and submission of evidence of use of funds under the Disbursement Procedure for the period of _________________

Dear Sir/Madam,

In accordance with the agreed Disbursement Procedure we enclose documentary evidence on the use of funds in simplified form substantiating the use of EUR _______. The evidence is composed of:

1. Statement of expenditures for supplies/services provided on the basis of the Separate Agreement, Annex “Total Cost and Financing”, agreed with ACB, for each element of the program.
2. Detailed breakdown of expenditures

In accordance with the above-mentioned agreement, we request the transfer of EUR _______________ (in words: _______________) to the following bank account:

Account Name:
Account Number:
Bank Name:
Bank Address:
Swift Code:

________________________________________
Signature over Printed Name of Authorized Party

Attachments:

Sub-Annex No. 1: Statement of expenditure
Sub-Annex No. 2: Detailed Breakdown of Expenditure
## Appendix 2: Statement of Expenditure

<table>
<thead>
<tr>
<th>Column 1*</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
<th>6</th>
</tr>
</thead>
<tbody>
<tr>
<td>Consecutive No. and description of individual measures</td>
<td>Amount of measure (as agreed)/ Currency: Euro</td>
<td>Expenditure in preceding accounting period Currency: Euro</td>
<td>Expenditure in current accounting period Currency: Euro</td>
<td>Total expenditures (column 3 plus column 4) Currency: Euro</td>
<td>Still to be disbursed (column 2 less column 5) Currency: Euro</td>
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<td>TOTAL</td>
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</tbody>
</table>

We confirm that the goods and services have not already been financed from grants or long-term loans.

__________________________
Date

__________________________
Signature over Printed Name of Authorized Party

*please list the items according to those indicated in the Annex to Separate Agreement, “Total Cost and Financing”. 
## Appendix 3: Detailed Breakdown of Expenditure

<table>
<thead>
<tr>
<th>Cost category / measures</th>
<th>Description/Particulars</th>
<th>Payment Reference No.</th>
<th>Recipient of payment</th>
<th>Date of payment</th>
<th>Amount Paid</th>
</tr>
</thead>
<tbody>
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</tbody>
</table>

Subtotal per cost category

TOTAL (in Euro)

__________________________  ________________________________
Date  Signature over Printed Name of Authorized Party
## Appendix 4: Supporting Documents

<table>
<thead>
<tr>
<th>Nature of Expense</th>
<th>Supporting Documents</th>
</tr>
</thead>
<tbody>
<tr>
<td>A  GOODS, SUPPLIES &amp; MATERIALS</td>
<td>1) <em>For Cost of goods and services less than Euro200</em> Acknowledgment Receipt (Annex 8) or Official Receipt; and 2) <em>Other supporting documents based on the Procurement Guidelines</em></td>
</tr>
<tr>
<td>B  LABOR</td>
<td>Acknowledgement Receipts/ Official Receipts indicating payee, period covered and rate paid Contract(if applicable)</td>
</tr>
<tr>
<td>C  WORKSHOP AND TRAINING EXPENSES</td>
<td>Official Receipts</td>
</tr>
<tr>
<td>D  MEETING COSTS</td>
<td>Official Receipts</td>
</tr>
<tr>
<td>F  TRAVEL CLAIM</td>
<td>Duly accomplished travel claim form reflecting the travel itinerary Expenses like transportation/accommodation must be supported by receipt. Round trip used boarding passes</td>
</tr>
<tr>
<td>G  COMMUNICATION EXPENSES</td>
<td>Official Receipts/Sales Invoice Statement of Accounts (if applicable)</td>
</tr>
<tr>
<td>H  VEHICLE RENTAL</td>
<td>Official Receipts/Acknowledgement Receipts Billing statement (if applicable)</td>
</tr>
<tr>
<td>I  ACCOMMODATION</td>
<td>Official Receipt Invoice/Billing statement</td>
</tr>
</tbody>
</table>
Appendix 5: Sample Acknowledgment Receipt

ACKNOWLEDGEMENT RECEIPT

Date ___________

RECEIVED from ___________________________ Indicate Name of Organization

the sum of ___________________________ (__________)

as full/partial payment for ___________________________

Received by:

_________________________  ___________________________
Name                                      Date
ANNEX 11.0

PROCUREMENT

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1. Procurement Arrangement, Plan and Implementation

1.1 Procurement Arrangements for Consulting Services, Works, Goods, Plant and Non-Consulting Services

1.1.1. Procurement of Consulting Services, Works, Goods, Plant and Non-Consulting Services above EUR 100,000 shall be needing no-objection from the KfW Procurement Team. Only the guidelines for the Procurement for Consulting Services, Works, Goods, Plant and Non-Consulting Services shall be followed.

1.1.2. The standard tender documents of KfW shall be applied and sent for KfW Procurement Team’s no-objection.

1.1.3. In general, the newest version of the KfW Procurement Guidelines shall be applied to procurement of Consulting Services, Works, Goods, Plant and Non-Consulting Services above EUR 100,000 under the Small Grants Programme.

1.1.4. Procurement of assignment of consultants, supply and work contracts below the threshold of EUR 200,000 can be tendered as a national competitive bidding (NCB) procedure when the requirements according to the KfW Procurement Guidelines for an NCB are applied. Assignment of Consultants and Supply and Work Contracts shall be procured under contracts awarded based on international or national competitive bidding. The national competitive bidding shall follow the recipients procurement procedure subject to the following specific conditions: (i) the recipients' standard bid documents for procurement of goods and services shall be used; (ii) if pre-qualification is used, the PMM’s standard prequalification document shall be used; (iii) margin of preferences shall not be applicable; (iv) international individuals and organisations shall not be excluded from participation provided they are meeting the eligibility criteria either alone or in association; (v) bidders shall be given a minimum of 30 days to submit bids from the date of availability of the bidding documents, (vi) use of merit points for evaluation of bids are not allowed; (vii) award of contract shall be made public.

If other methods of procurement than mentioned above may be used for goods and works, the procurement plan shall specify the circumstances under which such methods may be used: (a) direct contracting, (b) community participation in procurement procedures, (c) shopping (d) procurement form United Nations Agencies, and require the consent of KfW. The procurement method shall always be indicated in the annual work programme. Generally, procurement takes place at the lowest level possible. Where appropriate, and as required by the KfW Guidelines, support to tendering processes for investment services or contractors will be provided by the Consultant.

1.1.5. Procurement of assignment of consultants, supply and work contracts below EUR 100,000, this manual provides in Section 3 a detailed instruction on procedures to be followed along with suggested formats for preparation of reports, and other procurement documentation.

1.2. Procurement Arrangements for Small Grants Programming

1.2.1. Small Grants Programming is the Component 2 of the Small Grants Programme as described in the project document. Small Grants are therefore not procurement in the sense of Section 1.1 (Procurement for Consulting Services, Works, Goods, Plant and Non-Consulting Services).

1.2.2. Small Grants are based on the response for calls for proposals to local user groups, NGOs, CSOs and national park administrations. These calls are made in reference to existing Collaborative Management Plans and the thematic areas guiding the
development of Small Grants.

1.2.3. Grants amounting up to EUR 100,000 shall be needing no-objection from the Chief Technical Advisor. All grants more than EUR 100,000 shall require a technical no-objection from the KfW Project Management Sector Team.

1.2.4. All proposed Small Packages resulting from the first call for proposals shall also require a technical no-objection of KfW Project Management Sector Team.

1.2.5. Please see Figure 1.
Figure 1. Procurement Process Flow Chart for Call for Proposals (SGP Programming).
1.3. **Procurement Plan**

Procurement plan is essentially planning of what procurement of assignment of consultants, supply and work contracts is to be carried out and what time during the year. Thus, preparation of procurement plan is necessary requirement. It is a tool for proper monitoring and execution of procurement activities.

Procurement plan shall include description of contracts for goods and services required to carry out the project including the proposed methods of procurement over the total agreed implementation period. The procurement plan shall be consistent with budgetary allocations. The procurement plan shall be updated annually or as needed throughout the duration of the project. The procurement plan is critical for:

- Ensuring satisfactory implementation of the project;
- Ensuring speedy transfer of resources by way of disbursement;
- Achieving economy and efficiency; and
- Ensuring success of the project

1.4. **Procurement Implementation: Institutional Structure**

a. Project Component II - Regional Coordination and Management
b. For the implementation of Project Component II “Regional Coordination”, ACB concludes the contracts for assignment of consultants, supply and work contracts with the support of the consultant
c. Project Component I – Implementation of Small Grants
d. For the implementation of Project Component I “Implementation of Small Grants”, the respective lead NGOs conclude the contracts for assignment of consultants, supply and work contracts.

1.5. **Procurement Review**

Procurement review refers to the auditing of files and documents relating to the procurement of goods and services. Procurement review is basically carried out to ascertain whether the procurement procedures were correctly and completely followed. It brings out omission/commissions and lapses, whether on account of poor and inadequate understanding of the procedures or willful negligence including likely fraud/corruption evidence during the review. The report and observation of procurement review therefore, also serve as a guide for taking remedial measures to streamline and improve the procurement system. The procurement review covers the following aspects:

a. Whether the procurement plan was prepared?
b. Whether the procurement was made as per the procurement plan?
c. Whether the method adopted for procurement was as per threshold limits given in the manual?
d. Whether the overall procurement was done with a reasonable time?
e. Whether there was any avoidable delay at any stage/stages of the procurement process?
f. Whether the necessary approval was taken from appropriate authority wherever required?
g. Whether proper and adequate documents relating to procurement were maintained?
h. Whether the goods supplied were executed in time and properly recorded in stock books after inspection?
i. Whether the payment was made to the supplier in time? If not, reasons of delay.
1.6. Fraud and Corruption

It is the project’s policy to require all involved in the project including the bidders, suppliers, contractors and other agents (whether declared or not), sub-contractors, sub-consultants, service providers, and personal thereof, to observe the highest standard of ethics during the procurement and execution of the project.

For the purpose of this provision, the terms set forth below as follows:

a. “corrupt practice” – is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party.

b. “fraudulent practice” - is any of the omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or avoid an obligation.

c. “collusive practice” – is an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party.

2. Procurement Schedule and Plan

The size and scope of individual packages under Procurement Plan shall be decided based on the magnitude, nature and location; nature and kind of assignment of consultants, supply and work contracts to be procured such that they are economically and efficient consistent with the quality.

3. Procurement Method

3.1. Contracts above EUR 100,000

Packages for the assignment of Consulting Services, Works, Goods, Plant and Non-Consulting Services estimated to costs above EUR 100,000, the tender planning and implementation procedure will be in accordance with KfW Guidelines for the Procurement for Consulting Services, Works, Goods, Plant and Non-Consulting Services as described in Article 1.1.

3.2. Contracts between EUR 5,000 to EUR 100,000

Packages for the assignment of Consulting Services, Works, Goods, Plant and Non-Consulting Services with an estimated cost from EUR 5,000 to EUR 100,000 equivalent per contract would be procured by inviting at least three (3) proposals/quotations, to ensure competitive prices. This method does not need complex documentation.

3.2.1. For Supply Contracts

3.2.1.1. Steps to be followed

a. Issue request for quotation (1-2 days).

b. Evaluate the quotations by preparing comparative statement (1day).

c. Select the lowest responsive offer (1 day).

d. Issue purchase order or brief contract (1-2 days).
3.2.1.2. Soliciting Quotations

a. Give description, drawings, specifications, quantity and time and place of delivery.
b. Say that the contract shall be for the full quantity of each item.
c. As no import duties may be financed from the project, such import duties, if part of the contract value, shall be stated separately.
d. Sales tax in connection with the sale shall be shown separately.
e. The rates quoted by the bidder shall be fixed for the duration of the contract and shall not be subject to adjustment on any account.
f. Each bidder shall submit only one quotation.
g. Quotations could also be obtained by telex and facsimile.
h. Quotations shall remain valid for a period not less than 10 days after the deadline date specified in the submission.
i. The terms of the accepted offer shall be incorporated in a purchase order or brief contract.

3.2.1.3. Evaluation of Quotations

a. Compare the quotations determined to be substantially responsive.
b. i.e. the quotations which conform to the laid down terms and conditions, and specifications.
c. The quotations would be evaluated for all the item together or would be evaluated separately for each item (select one option and indicate in the quotation notice).
d. Sales tax in connection with sale of goods shall be or shall not be taken into account into evaluation.

3.2.1.4. Award of Contract

a. The Purchaser will award the contract to the bidder whose quotation has been determined to be substantially responsive and who has offered the lowest evaluated quotation price.
b. Purchase order or brief contract should include:
   i. Description, specification and quantity along with price.
   ii. Delivery period.
   iii. Terms of delivery.
   iv. Payment terms.

3.2.2. For the Assignment of Consultants

Procurement for the assignment of consultants is selected on the basis of their qualification for the assignment. Selection is through comparison of qualifications of at least three (3) among those who have expressed interest in the assignment or have been approached directly by the Client. Candidates considered for comparison of the qualifications shall meet the minimum relevant qualifications and those selected to be employed by the Client shall be the best qualified and shall be fully capable of carrying the assignment. Capability is judged on the basis of academic and background, experiences, and, as appropriate, knowledge of local conditions such as local language, culture, administrative system and government organization.

3.2.2.1. Steps for Procurement of Assignment of Consultants

a. Prepare the Terms of Reference (ToR) (2 days).
b. Prepare the cost estimates and the budget (1 day).
c. Issue invitation for at least three (3) candidates (2-3 days).

d. Receipt of CVs (within 7 days after receipt of invitation).

e. Evaluation of CVs of candidates (1 day).

f. Award the contract (1-2 days).

3.2.2.2. Terms of Reference

In a ToR, scope of work of the assignment is usually defined by addressing the following issues:

a. Definition, scope, limits, and criteria of acceptance of assignment.
b. Desired level of detail (level of design, accuracy, composition of cost estimates etc.).
c. Span of projections (time horizons, life span of the project component, and so forth).
d. Necessary comparison of the assignment with similar projects.
e. Main issues to be addressed.
f. Alternative to be considered.
g. Necessary surveys, special analysis, and models.
h. Special equipment requirement.
i. Institutional and legal framework of the project.
j. Transfer of knowledge, objectives and scope.
k. Language requirement.
l. Need of continuity.
m. Quality management requirements.

3.2.2.3. Small Scale Works/Infrastructure Contracts to costs up to EUR 10,000 equivalent per contract would be procured by inviting at least three (3) proposals/quotations, to ensure competitiveness. This method does not need complex documentation. The same procedure/steps shall apply in the procurement of Supply Contracts above.

3.3. Contracts up to EUR 5,000

3.3.1. Packages for the assignment of Consulting Services, Works, Goods, Plant and Non-Consulting Services with an estimated cost up to EUR 5,000 equivalent per contract would be procured by direct assignment/purchase. This method does not need complex documentation.

3.3.2 Whenever tendering is not possible, e.g. contracts with villages, contracts will be based on appropriate costs (unit costs) determined by the Consultant and endorsed (technical no-objection) by KfW’s Project Management Sector Team.

4. Review of the Procurement Decisions

4.1. For Contracts above EUR 100,000

ACB and KfW undertake “prior review” for procurement process for contracts above EUR 100,000 as described in Article 1.1, i.e. ACB as contracting authority will submit at the beginning of a procurement process the selected procurement method relevant documents for KfW’s “permission to proceed” by KfW’s Procurement Team.

4.2. Contracts between EUR 5,000 to EUR 100,000 (to be awarded by inviting/soliciting at least three proposals)

No prior review, the procedure has to be documented by the respective lead NGO / Service Provider with no objection from the Consultant.
4.3. **Contracts up to EUR 5,000 (direct assignment/purchase)**

No prior review, the procedure has to be documented by the respective lead NGO/Service Provider with no objection from the Consultant.

4.4. **Goods and Equipment Purchases**

All purchases of goods and equipment must be included in the Activity Cost Milestones (ACM) plan. Purchases below EUR 500 and included in the ACM do not require no-objection from the Consultant. All purchases need to be properly documented with supporting documents.

For all purchases exceeding EUR 500, the proponents must seek a no-objection note from the Consultant. The establishment of an annual procurement plan is recommended.

4.6. **Impracticality of Tendering**

Whenever tendering is not possible or impractical, e.g. contracts with communities and villagers, contracts will be based on unit costs determined by the Consultant (prior review) and endorsed (technical no-objection) by KfW’s Project Management Sector Team.
## 4.7. Procurement Arrangements

<table>
<thead>
<tr>
<th>No.</th>
<th>Expenditure Category</th>
<th>Contract Value EUR</th>
<th>Procurement Method</th>
<th>Prior Review</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Assignment of consultants, supply and work contracts</td>
<td>Whenever tendering is not</td>
<td>Direct purchase</td>
<td>Appropriateness of cost determined by the Consultant with technical no</td>
</tr>
<tr>
<td></td>
<td></td>
<td>possible or impractical,</td>
<td></td>
<td>objection from ACB and KfW’s Project Management Sector Team.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>contracts with villages</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>will be based on appropriate cost determined by the Consultant.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Purchases of Goods and Equipment</td>
<td>Below EUR 500</td>
<td>Direct purchase</td>
<td>Must be in the ACM plan. The purchase must have supporting documents.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Purchase of Goods and Equipment</td>
<td>Above EUR 500</td>
<td>Direct purchase</td>
<td>Must obtain no-objection from the Consultant prior to purchase.</td>
</tr>
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</tr>
<tr>
<td>4</td>
<td>Assignment of consultants, supply and work contracts</td>
<td>Up to EUR 5,000</td>
<td>Direct assignment/purchase.</td>
<td>The procedure has to be documented by the respective lead NGOs with no-objection from the Consultant.</td>
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<tr>
<td>5</td>
<td>Assignment of consultants, supply and work contracts</td>
<td>Between EUR 5,000 to</td>
<td>Shall be awarded by inviting or soliciting at least three (3) proposals.</td>
<td>The procedure has to be documented by the respective lead NGOs with no objection from the Consultant.</td>
</tr>
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<td></td>
<td></td>
<td>100,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Assignment of consultants, supply and work contracts</td>
<td>Above EUR 100,000</td>
<td>The contract will be awarded according to KfW Guidelines for the Procurement for Consulting Services, Works, Goods, Plant and Non-Consulting Services.</td>
<td>The tender documents have to be submitted to KfW for approval prior to the start of tendering.</td>
</tr>
</tbody>
</table>
Invitation to Quote (ITQ)

Date: ____________________________

To: ______________________________________________________
    ______________________________________________________

1. You are invited to submit your price quotation(s) for the supply of the following items(s) duly sealed:

<table>
<thead>
<tr>
<th>No.</th>
<th>Brief Description of the Goods</th>
<th>Brief Specification</th>
<th>Quantity</th>
<th>Delivery Period</th>
<th>Place of delivery</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>2</td>
<td></td>
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<td>5</td>
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<tr>
<td>6</td>
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</tr>
</tbody>
</table>

2. You must quote for all the items under this invitation. Price quotations will be evaluated for all the items together and contract awarded to the firm offering the lowest evaluated total cost of all the items.

3. Your quotations(s) in the required format should be addressed and submitted to:

    ______________________________________________________
    ______________________________________________________

    Telephone: ________________
    Fax: _________________

4. The deadline for receipt of your quotation(s) by the Purchaser at the addressed indicated in Paragraph 3 is: ____________________________.

5. Your quotation(s) should be submitted as per the following instructions and in accordance with the terms and Conditions of Supply in the Purchase Order. Please sign the Terms and Conditions which will become part of the Purchase Order that the Purchaser will issue to the selected supplier.

   (i) Prices: The prices should be quoted in the local currency for delivery ex-factory including the cost of delivering to the place of destination, which is follows: Taxes and any other local duties should quoted separately.

   (ii) Evaluation and award of Purchase Order: Offers determined to substantially responsive to the technical specifications will be evaluated by comparison of their prices including the cost of delivery to the place of destination. The award will be made to the firm offering the lowest evaluated price that meets the required standards of technical specifications.

   (iii) Validity of offer: Your quotation(s) should be valid for a period of 30 days from the date of receipt of quotation(s) indicated in Paragraph 5 above.

6. Further information can be obtained from:

   Telephone: ________________
Fax: 
Telex: 

Sincerely,
DRAFT PURCHASE ORDER

Purchase Order No. ___________________________
Date of Purchase Order ________________________
Name of the Purchaser _________________________
Complete Postal Address of Purchaser ______________
Telephone No. ________________________________
Fax No. ______________________________________

Subject: SUPPLY OF _____________________________________________________
______________________________________________________

TO: (please insert Supplier’s name and address)
___________________________________
___________________________________

Dear Sirs:

Your price quotation No. ___________________________ dated ______________________ for the supply of the above goods is accepted by the Purchaser for an amount of ____________________ as per the attached Technical Specifications and Terms and Conditions.

Please acknowledge receipt within five (5) days from the date of receipt of this Purchase Order.

Sincerely,

Purchaser
TERMS AND CONDITIONS OF SUPPLY

Project name: _____________________________ Purchaser: _____________________________
Consignee: _____________________________ Package No. ______________________________

1. Prices and Schedules for Supply

<table>
<thead>
<tr>
<th>No.</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>

Taxes
Total
(Note: In case of discrepancy between unit price and total derived from unit price, unit price shall prevail)

2. Fixed Price: The prices indicated above are firm and fixed and not subject to any adjustment during contract performance.

3. Delivery Schedule: The delivery should be completed as per schedule.

4. Payment for invoices will be made 100% against delivery of goods.

5. Warranty: Goods offered should be covered by manufacturer’s warranty for at least 12 months from the date of delivery to the Purchaser (Please specify warranty period and terms in details).

6. Required technical Specifications
(i) General description
(ii) Specific details and technical standards
(iii) Performance parameters
Supplier confirms compliance with above specifications (In case of deviations supplier to list all such deviations)

7. Failure to perform: The Purchaser may cancel the Purchase Order if the Supplier fails to deliver the Goods, in accordance with the above terms and conditions, in spite of a 21 day notice given by the Purchaser, without incurring any liability.
## ANNUAL PROCUREMENT PLAN
(Format)

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Articles and Specifications/Type of Service</th>
<th>Mode of Procurement</th>
<th>First Quarter</th>
<th>Second Quarter</th>
<th>Third Quarter</th>
<th>Fourth Quarter</th>
<th>TOTAL</th>
<th>Enduser</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>Unit Qty Unit Cost($)</td>
<td>Qty Unit Cost($)</td>
<td>Qty Unit Cost($)</td>
<td>Qty Unit Cost($)</td>
<td>Qty Total Unit Cost($)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
STANDARD TENDER DOCUMENTS FOR CONTRACTS UP TO 100,000 EURO
Dear Sir/Madam,

As part of the above Project/Programme, we are pleased to invite your company to Tender for providing the above-mentioned services as per the Terms of Reference (ToR) described herein. The full Tender Document consists of:

- This Letter of Invitation to Tender;
- The Shortlist of Candidates;
- Administrative Compliance Criteria and Technical Evaluation Criteria;
- The Payment Schedule;
- The ToR of the Services to be provided;
- The Model documents including the detailed Bill of Prices to be used and the draft Contract with its Appendices.

Your Tender should be submitted in accordance with the double Envelope system, i.e. in an outer package containing two separate, sealed Envelopes, one bearing the words: Envelope A “Technical Proposal” and the other Envelope B: “Financial Proposal”. The sealed outer package should only bear the words “Not to be opened before the opening date” and the reference AAA/000•00 000.

Sealed Envelope A “Technical Proposal” must contain the following items:

- The Statement of Good Standing, completed and signed (as per Model document);
- The Methodological Note demonstrating your understanding and critical analysis of the ToR and proposing how the Services will be implemented, accompanied by a timetable of activities (maximum 5 pages) (as per model document);
- The List of proposed Expert(s) and the corresponding Statement of Availability and Exclusivity\(^1\) and the updated CV (as per Model documents).

---

\(^1\) One same Expert may only appear in one Tender. If a same Expert is proposed by more than one Tenderer, all corresponding Tenders may be rejected. It is the Tenderer’s responsibility to verify with the Experts he proposes that they have not engaged themselves with other Tenderers in the framework of this Tender Procedure.
Sealed Envelope B “Financial Proposal” shall bear the words “Financial Proposal, to be opened by the Evaluation Committee only”, and the reference number. This Envelope B “Financial Proposal” must contain the following items:

- The Tender Letter, completed and signed (as per Model document);
- The signed Payment Schedule (as per Model document);
- The detailed Bill of Prices, completed and signed (as per Model document).

Any violation of these measures (i.e. open Envelopes, or any pricing indication in the Technical Proposal) will be considered as an element of non-compliance and will result in the rejection of the Tender by the Evaluation Committee.
For environmental reasons, the ASEAN Centre for Biodiversity (ACB) encourages its Partners and Contractors to privilege double-sided printing in black and white and small sized fonts and the use of recycled paper.

The Tenders (1 original and 1 copy) must reach the following address by DD.MM.YYYY at HHhMM [local time] at latest:

Project/Programme AAA/000
Full address of the Project/Programme
OR if no Project address
c/o Regional Office

Requests for clarifications are to be made in writing at latest 10 days before the Deadline for Submission of Tenders. The Contracting Authority will reply at latest 5 days before the Deadline for Submission of Tenders.

The performance period is set to xx days/months starting on the date indicated in the “Commencement Order for the Services” issued by the Supervisor designated in the Contract.

The Contract is a unit price Contract with obligation of means or a lump sum Contract with obligation of results, where prices are fixed and not open for review.

The language of the Contract is English, and the currency of the Contract is the currency.

Tenderers are bound by their Tenders for a period of 90 days following the Deadline for Submission.

The maximum available budget for this Contract, all-inclusive, is <amount and currency> (Excl. Taxes). Any Tender exceeding this maximum available budget will be automatically rejected.

OPENING AND TECHNICAL EVALUATION

Tenders will be opened in a closed session, not open to the public. Tenders will be evaluated by an Evaluation Committee with all necessary expertise to give an informed opinion on the Tenders. Tenders will first be reviewed to verify that they are administratively compliant and contain all requested documents. Incomplete or non-compliant Tenders may be rejected by the Evaluation Committee. Thereafter, the Committee will proceed with the Technical Evaluation of the Tenders in accordance with Technical Evaluation Criteria. The technical acceptability threshold for the Proposals is set to minimum 65 out of 100 points. Only Proposals that have reached this technical acceptability threshold will be considered for the Financial Evaluation. Of these Proposals, the best technical proposal receives a technical score of 100. Other Proposals are allotted technical scores calculated as follows:

Technical score = (technical points of the Evaluated Proposal / technical points of the best Proposal) x 100

Financial proposals of Tenders that have not reached the technical acceptability threshold will not be opened.

FINANCIAL EVALUATION

After having established the technical scores, the Envelopes containing the Financial Proposals of the Tenders that have reached the technical acceptability threshold, will be opened. Financial Proposals will be evaluated on a maximum financial score of 100. Comparison of Proposals shall consider all Contract expenses (fees, direct costs, lump sum expenses, etc.), excluding reimbursable costs. Financial Proposals (including reimbursable costs) that exceed the maximum budget will not be considered. The lowest Financial Proposal receives a financial score of 100. Other Proposals are allotted financial scores as follows:

Financial score = (lowest Financial Proposal / Financial Proposal being evaluated) x 100

CONTRACT AWARD
Thereafter, a final score will be given to each technically compliant Tender by using the following weighting:

\[
\text{Final score} = (75\% \times \text{Technical score}) + (25\% \times \text{Financial score})
\]

The Contract will be awarded to the Tenderer whose Tender has obtained the highest final score, thus being economically most advantageous.

Within the framework of this Tender Procedure, negotiation is allowed. The Evaluation Committee may, if it deems necessary, enter into negotiations with (i) the sole Candidate which has submitted an Offer or (ii) with the Candidate (or the Candidates) which have submitted an administratively compliant and economically advantageous Offer, without fundamentally amending the Initial Provisions of the Tender Document and in accordance with the principle of treatment of economic operators on equal terms.

This Contract does not include any complementary or additional services. In the event where complementary or additional services would be required (initially not included), their value will be limited to a maximum of 50% of the initial value of the Contract.

The ASEAN Centre for Biodiversity (ACB) acts as Awarding Authority For anything, which is not expressly specified in the Tender Document, the tendering procedure and the Contract are governed by the General Regulations and General Conditions for Services Contracts financed by the ASEAN Centre for Biodiversity (ACB) and the Kreditanstalt für Wiederaufbau (KfW). These documents are not included in the Tender Document but can be obtained on request or consulted on ACB’s website:

www.aseanbiodiversity.org -- > Public Tenders -- > Procurement

Yours faithfully,

………….

Name and signature of the GA

Attached documents:

- Shortlist of companies invited to Tender;
- Administrative Compliance Criteria and Technical Evaluation Criteria;
- Payment Schedule;
- ToR of the Services to be provided;
- Model documents including the Model for the Bill of Prices and the Model Contract with its Special and General Conditions as well as the Models for Bank Guarantees to be used.
Applicable only for restricted procedures.

The Shortlist must contain at least three Providers having confirmed in writing their interest and availability to participate in the Tender.

This Letter of Invitation to Tender is sent to the following Services Providers:

<table>
<thead>
<tr>
<th>Name of the Services Provider</th>
<th>Country</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
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<td></td>
<td></td>
</tr>
</tbody>
</table>

In the framework of this Tender, Short-listed Candidates invited to Tender may not form alliances or have subcontracting relations with each other.
## CRITERIA FOR ADMINISTRATIVE COMPLIANCE OF TENDERS

<table>
<thead>
<tr>
<th>N°</th>
<th>Required documents (double Envelope system)</th>
<th>COMPLIANT</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>YES</td>
</tr>
</tbody>
</table>

### A. Envelope “Technical Proposal”

1. Statement of Good Standing completed and signed (as per Model document).

2. Methodological Note demonstrating the understanding and critical analysis of the ToR and proposing how the Services will be implemented, accompanied by a Timetable of Activities (as per Model document).

3. List of Proposed Experts (as per Model document).
   - Statement of Availability and Exclusivity for all Experts (as per Model document).
   - Updated CV of all Proposed Experts (as per Model document).

`Technical Proposal in as many copies as specified in the Letter of Invitation to Tender.`

### B. Envelope “Financial Proposal”

(Any financial information given outside this sealed Envelope B will result in rejection of the Offer).

4. Tender Letter completed and signed (as per Model document).

5. Signed Payment Schedule (as per Model document).

6. Bill of Prices completed and signed (as per Model document).

`Financial Proposal in as many copies as specified in the Letter of Invitation to Tender.`

**NB:** The absence or non-compliance of any item marked with an Asterisk “✗” will result in the rejection of the Tender by the Evaluation Committee.

The absence or non-compliance of any other item (not marked with an Asterisk) may result in the rejection of the Tender. Should any of the items not marked with an Asterisk be missing or not compliant, the Evaluation Committee may decide to request the Tenderer to provide the missing document within a set deadline. If this deadline should expire without satisfactory reply from the Tenderer, the Tender shall be considered non-compliant.

**In all cases, provision and compliance of all items is a condition to the Award of the Contract.**
## CRITERIA FOR TECHNICAL COMPLIANCE OF TENDERS

<table>
<thead>
<tr>
<th>TECHNICAL EVALUATION CRITERIA</th>
<th>Maximum points</th>
<th>Points allotted to the Tenderer</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Organisation and methodology</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Interpretation and analysis of the ToR.</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td>Quality of the Methodological Note.</td>
<td>10</td>
<td></td>
</tr>
<tr>
<td>Quality of the Timetable of Activities (demonstrating the completion of the Contract within the set performance period).</td>
<td>10</td>
<td></td>
</tr>
<tr>
<td><strong>Total points for organisation and methodology</strong></td>
<td><strong>25</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Expert(s) to carry out the Services (see ToR for the requested profiles)</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Expert 1 &lt;Function of the Expert&gt;</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Qualifications and skills</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td>General professional experience</td>
<td>10</td>
<td></td>
</tr>
<tr>
<td>Specific professional experience</td>
<td>25</td>
<td></td>
</tr>
<tr>
<td><strong>Expert 2 &lt;Function of the Expert&gt;</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Qualifications and skills</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td>General professional experience</td>
<td>10</td>
<td></td>
</tr>
<tr>
<td>Specific professional experience</td>
<td>20</td>
<td></td>
</tr>
<tr>
<td><strong>Other Experts</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Qualifications and skills</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td>General professional experience</td>
<td>10</td>
<td></td>
</tr>
<tr>
<td><strong>Total points for the Experts</strong></td>
<td><strong>75</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Overall total technical points</strong></td>
<td><strong>100</strong></td>
<td></td>
</tr>
</tbody>
</table>

**NB:** The technical acceptability threshold is set to a minimum of 65 points out of 100. Technical Proposals that do not reach that acceptability threshold will not be considered for the Financial Evaluation.
**PAYMENT SCHEDULE (1)**

Choose **only one** Model. Indicate here all payments that are to occur in the framework of the Contract. These Grids (one for unit price Contracts with obligation of means, the other for lump sum Contracts for obligation of results) are examples which are to be adapted to each Contract. All payments indicated below may not always be necessary, but all payments that will be done must be specified. It is up to the authors of the Tender to define the Conditions and Schedule of Payments.

**Note:** The Advance Payment is a possibility left to the discretion of the Contractor and cannot be made mandatory in the Payment Schedule.

For **unit price Contracts** (with obligation of means):

<table>
<thead>
<tr>
<th>N°</th>
<th>Name</th>
<th>Schedule</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>After signature of the Contract, against a written request for payment accompanied by a Bank Guarantee acceptable to the Donor’s Representative covering the amount of the Advance.</td>
<td>Max. 15% of the total Contract amount.</td>
</tr>
<tr>
<td></td>
<td>lump sum Advance</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Advance on reimbursable costs</td>
<td>After signature of the Contract, against a written request for payment (without Bank Guarantee).</td>
<td>Max. 85% of the reimbursable expenses specified in the Bill of Prices.</td>
</tr>
<tr>
<td>1.</td>
<td>Monthly (or intermediate) payments</td>
<td>On written request for payment, less the amounts for the reimbursement of any possible Advance and less the Retention sums (10%).</td>
<td>According to the number of days rendered and certified by the Supervisor.</td>
</tr>
<tr>
<td>2.</td>
<td>Final payment</td>
<td>Balance payment, less any possible applicable penalties or compensations, after acceptance and certification of the Services and all required deliverables.</td>
<td>Balance of the Contract (including the Retention sums).</td>
</tr>
<tr>
<td>F</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Note 1:** Retention of 10% will be applied on all monthly/interim payments (excluding Advances). The Retention sums will be released after completion of the Contract and subject to the certification of Services rendered.

**Note 2:** Other direct costs or reimbursable expenses possibly foreseen in the Bill of Prices may be invoiced together with monthly/intermediate payments or at the final payment. Reimbursable expenses are reimbursed at actual costs incurred, against supporting documents and within the amounts provided in the Bill of Prices.

I accept this Payment Schedule

Name, date and signature of the Tenderer

(1) This Payment Schedule must be signed by the Tenderer, without being modified, and the signed original included in the sealed Envelope B - “Financial Proposal”. Any modification made to the Payment Schedule, or the absence of its signature may lead to the rejection of the Tender.
**For lump sum Contracts (with obligation of results):**

<table>
<thead>
<tr>
<th>Payments</th>
<th>Schedule</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>N°</td>
<td></td>
<td></td>
</tr>
<tr>
<td>-</td>
<td><strong>Lump sum Advance</strong></td>
<td>Max. 15% of the total contract amount</td>
</tr>
<tr>
<td></td>
<td>After signature of the Contract, against a written request for payment accompanied by a Bank Guarantee acceptable to the Donor’s Representative covering the amount of the Advance.</td>
<td></td>
</tr>
<tr>
<td>-</td>
<td><strong>Advance on reimbursable costs</strong></td>
<td>Max. 85% of the reimbursable expenses specified in the Bill of Prices.</td>
</tr>
<tr>
<td></td>
<td>After signature of the Contract, against a written request for payment (without Bank Guarantee).</td>
<td></td>
</tr>
<tr>
<td>1. 2. etc.</td>
<td><strong>Interim payments</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Task 1: on written request for payment after full completion by the Contractor and validation by the Supervisor of Task 1, less the amounts for the reimbursement of any possible Advance and less the Retention sums (10%).</td>
<td>Task 1: (\times)% of the total lump sum amounts.</td>
</tr>
<tr>
<td></td>
<td>Task 2: on written request for payment after full completion by the Contractor and validation by the Supervisor of Task 2, less the amounts for the reimbursement of any possible Advance and less the Retention sums (10%).</td>
<td>Task 2: (\times)% of the total lump sum amounts.</td>
</tr>
<tr>
<td>F</td>
<td><strong>Final payment</strong></td>
<td>Balance of the Contract (including the Retention sums).</td>
</tr>
<tr>
<td></td>
<td>Balance payment, less any possible applicable penalties or compensations, after acceptance and certification of the Services and all required deliverables.</td>
<td></td>
</tr>
</tbody>
</table>

**Note 1:** Retention of 10% will be applied on all interim payments (excluding Advances). The Retention sums will be released after completion of the Contract and subject to the certification of Services rendered.

**Note 2:** Other direct costs or reimbursable expenses possibly foreseen in the Bill of Prices may be invoiced together with intermediate payments or at the final payment. Reimbursable expenses are reimbursed at actual costs incurred, against supporting documents and within the amounts provided in the Bill of Prices.

I accept this Payment Schedule

Name, date and signature of the Tenderer

(1) This payment schedule must be signed by the Tenderer, without being modified, and the signed original included in the sealed Envelope B - “Financial Proposal”. Any modification made to the Payment Schedule, or the absence of its signature may lead to the rejection of the Tender.

Attention: There may be no reimbursable costs. In such a case, please remove the relative references under “Advance on reimbursable costs” and note 2.
TERMS OF REFERENCE

Insert here the ToR for the Services to be rendered in the framework of this Contract. The content of the ToR is defined by the authors of the Tender Document, Project management team and/or consultants recruited to this end. The suggested structure is the following.

10. BACKGROUND INFORMATION AND CONTEXT

- Provide an overview of the particular characteristics of the country, which are relevant to this Contract;
- Describe the current situation in the sector linked to this Contract;
- Identify and describe the links, if any, between this Contract and other activities of other Contracts and/or Projects/Programmes (national or international).

11. OBJECTIVES AND EXPECTED RESULTS

- Describe the objectives and expected results of this Contract.

12. TASKS

- Provide a detailed description of the Contractor’s mission and responsibilities;
- Provide a detailed list of the tasks to be undertaken by the Contractor in order to achieve the Contract’s objectives;
- If appropriate, indicate the indicative calendar for the completion of the listed tasks.

13. DELIVERABLES AND REPORTS

- Provide a detailed list of all deliverables and reports.

Reminder:

- For unit price Contracts, the Contractor is paid according to the number of days as per TimeSheet and submission of advancement report(s) validated by the Supervisor.

<table>
<thead>
<tr>
<th>Report title</th>
<th>Content</th>
<th>Schedule</th>
</tr>
</thead>
<tbody>
<tr>
<td>Preliminary report.</td>
<td>Analysis of the current situation and work plan.</td>
<td>...</td>
</tr>
<tr>
<td>Intermediate report(s).</td>
<td>Description of the advancement and encountered problems.</td>
<td>...</td>
</tr>
<tr>
<td>Draft activity report.</td>
<td>Description of all activities and result(s) achieved (draft).</td>
<td>...</td>
</tr>
<tr>
<td>Final activity report.</td>
<td>Description of all activities and results achieved, after incorporation of the Supervisor’s comments (final).</td>
<td>...</td>
</tr>
</tbody>
</table>

- For lump sum Contracts, the Contractor is paid after submission and validation by the Supervisor of the listed deliverables under the Contract. It is therefore essential to list those deliverables in a chronological, clear and detailed fashion.

<table>
<thead>
<tr>
<th>Report title</th>
<th>Content</th>
<th>Schedule</th>
</tr>
</thead>
<tbody>
<tr>
<td>Task 1</td>
<td>...</td>
<td>...</td>
</tr>
<tr>
<td>Task 2</td>
<td>...</td>
<td>...</td>
</tr>
<tr>
<td>Final activity report.</td>
<td>Description of all activities and results achieved, after incorporation of the Supervisor’s comments (final).</td>
<td>...</td>
</tr>
</tbody>
</table>
14. PROFILE(S) OF EXPERTS AND MISSION DURATION

- Indicate the place of performance for the Services, the expected starting date and the duration of the Contract;
- Identify all Experts who will have a crucial role in implementing the Contract and whose CVs will be evaluated by the Tender Evaluation Committee.

Reminder:
- For each Expert, specify the minimal required competences in terms of (i) Qualification and skills, (ii) General professional experience, (iii) Specific professional experience. It is important to describe the minimal competences as clearly as possible to guarantee a fair an objective Technical Evaluation. This description is to be read in parallel with the Technical Evaluation Criteria;
- The profile of the “Ideal Expert” should not be described as minimal acceptance threshold. Due consideration should be taken to the real minimum requirements and the existence of such Experts on the market when choosing the criteria. Quantifiable criteria should be drafted with caution. It is good practice to - where appropriate - add expressions such as “a university degree in economics or a relevant, directly related discipline, or equivalent” in order not to automatically disqualify Experts who have 40 years relevant experience but lack the formal university degree; or “preferably 10 years experience... but a minimum of 5 years required”. It should be born in mind that in case an Expert does not meet the minimum requirements, the Tender as a whole may have to be rejected.

15. ACCEPTANCE OF DELIVERABLES AND PAYMENT SCHEDULE / CONDITIONS

- Repeat that each report and/or deliverable must be validated by the Supervisor;
- Repeat the schedule and conditions of payment (as per payment schedule).
MODEL DOCUMENTS

To be inserted in Envelope A “Technical Proposal”

Model: Statement of Good Standing
The Statement of Good Standing must be completed and signed by the Tenderer.

Model: Methodological Note
The Methodological Note must be prepared by the Tenderer.

Model: List of Proposed Experts, Statement of Availability and Exclusivity and CV(s)
Each Proposed Expert must (i) be identified in the List of Experts, (ii) have his Availability and Exclusivity confirmed by the Tenderer and (iii) provide his updated CV. Failure to make the listed Expert(s) available for the performance of the Contract may lead to cancellation of the contract.

To be inserted in Envelope B “Financial Proposal”

Model: Tender Letter (Services)
The Tender Letter must be completed and signed by the Tenderer and put in the sealed Financial Proposal (Envelope B) with the detailed Bill of Prices.

(Insert only one Model of detailed Bill of Prices)

Model: Bill of Prices (lump sum Contract)
The Bill of lump sum Prices must be completed and signed by the Tenderer.

Model: Bill of Prices (unit price Contract)
The Bill of unit Prices must be completed and signed by the Tenderer.

Other Models that will be used in the framework of the Contract

Model: Bank Guarantees
These Models are to be used for the required Guarantees.

Model: Services Contract
This Model serves as an example of the Contract. The Financial Proposal (Bill of Prices) and the Technical Proposal (Methodological Note and CVs) submitted by the selected Tenderer will be included as Appendices to the Contract.
STATEMENT OF GOOD STANDING

To the attention of:

**Project/Programme AAA/000**
c/o **Name of the Contracting Authority**

**Objet:** Tender n°: AAA/000•00 000
**Title:** Contract Title

I (We) the undersigned …………………………………………………………………… (Name, first name), in my (our) capacity of ……………………………………………………………………………… (Position), for the company ……………………………………………………… （Name of the company）established in …………………………………………. , certify that the company that I (we) represent:

- Is not bankrupt, is not being wound up, has not ceased operations, is not having its affairs administered by the courts, has not entered into an arrangement with creditors and is not in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- Is not the subject of proceedings for a declaration of bankruptcy, of administration by the court, of winding up, of an arrangement with creditors or of any other proceedings of that nature in national legislation and regulations;
- Has not been convicted of an offence concerning professional conduct by a judgment which has the force of res judicata;
- Has fulfilled its obligations relating to the payment of social security contributions in accordance with the legal provisions of the country in which it is established or with those of the country of the authority awarding Contracts;
- Has fulfilled its obligations relating to the payment of taxes in accordance with the legal provisions of the country in which it is established or with those of the country of the authority awarding Contracts;
- Has not been guilty of serious misrepresentation in supplying the information required for its participation in a Tender Procedure;
- Has not been in breach of its contractual obligations in the performance of another Contract with the same Contracting Authority and/or another Contract financed by the Donor in the country of the Contracting Authority and/or any other country.

I (We) am (are) aware that the authority awarding contracts is entitled to request, before Awarding the Contract, proof that the company which I (we) represent is not in any of the situations referred to above.

Done in ……………………… (place) on ………………………… (date)

The Tenderer

Signature and stamp

**NB:** Each member of a consortium and each subcontractor performing Services amounting to over 10% of the Tender value must submit a signed statement.
This structure serves as example that can be adapted as needed.

1. UNDERSTANDING AND ANALYSIS OF THE TOR
   - An interpretation of the ToR, showing the Tenderer’s approach to the Contract and its key points;
   - Any important comment for the proper implementation of the activities, in particular its objectives and expected results, showing thus the level of understanding of the Contract.

2. METHODOLOGY
   - Overview of the proposed approach for the implementation of the Contract;
   - List of activities;
   - Description of back-stopping arrangements provided to the Experts by the Provider during the implementation of the Contract;
   - In case of a consortium/grouping, description of the contribution of each member as well as the distribution and interaction of tasks and responsibilities between members of the grouping.

3. TIMETABLE OF ACTIVITIES
   - The timetable envisaged by the Tenderer, with specific reference to the implementation of tasks/activities and the submission of reports/deliverables;
   - Identification and timely distribution of the main responsibilities and inputs of Experts.
## LIST OF PROPOSED EXPERTS (I)

<table>
<thead>
<tr>
<th>Position for the Contract</th>
<th>Name of the Expert</th>
<th>Years of experience</th>
<th>Educational background</th>
<th>Area(s) of specialisation</th>
<th>Experience in the country of the mission</th>
<th>Languages and level of fluency (VG, G, W)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tr>
</tbody>
</table>
STATEMENT OF AVAILABILITY AND EXCLUSIVITY (II)

To the attention of:

Project/Programme AAA/000
c/o Name of the Contracting Authority

Subject: Tender n°: AAA/000•00 000
Title: Contract Title

The Tenderer ……………………………………………………………………. (Name of the company), represented by the Undersigned …………………………………………..… (Name, first name, function), hereby state that the proposed named Expert(s) exclusively listed below is/are available to carry out the Services relating to the Tender and for the period initially envisaged in the Tender document.

<table>
<thead>
<tr>
<th>N°</th>
<th>Name of Expert(s)</th>
<th>Position in the Contract</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

I/we am (are) aware that if any of the above mentioned experts is also proposed in a competing tender, all corresponding tenders may be rejected.

I/we am (are) aware that the absence of an (the) Expert(s) indicated above during the performance of Services may result in cancellation of the Contract and that any replacement of by another Expert should be made after written prior agreement of ACB and a Candidate whose qualifications and experience are the same level as the Expert replaced.

______________________________
Name, date and signature of Tenderer (1)

(1) The signatory must be a duly authorised representative of the company.
CURRICULUM VITAE (III)

Proposed position for the Contract: ..........................................................................

1. NAME: 

2. DATE OF BIRTH: 

3. NATIONALITY: 

4. PROFESSION: 

5. DEGREES:

<table>
<thead>
<tr>
<th>Dates (from - to)</th>
<th>University / Institution</th>
<th>Degree(s) or diploma(s) obtained</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

6. LANGUAGES: (Indicate level from 1 to 5, 1 = basic, 5 = excellent)

<table>
<thead>
<tr>
<th>Language</th>
<th>Reading</th>
<th>Speaking</th>
<th>Writing</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

7. OTHER SPECIAL SKILLS: 
(For example IT skills, etc.)

8. CURRENT PROFESSIONAL SITUATION: 
(Free-lance, employed (function), other)

9. YEARS OF EXPERIENCE: 

10. GENERAL PROFESSIONAL EXPERIENCE: (Most recent experience first)

<table>
<thead>
<tr>
<th>Dates (from - to)</th>
<th>Employer</th>
<th>Position</th>
<th>Tasks and responsibilities</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

11. SPECIFIC PROFESSIONAL EXPERIENCE: 
(Most recent experience first)

<table>
<thead>
<tr>
<th>Dates (from - to)</th>
<th>Client</th>
<th>Description of the Contract/mission</th>
<th>Tasks and responsibilities</th>
</tr>
</thead>
</table>
TENDER LETTER

To the attention of:

Project/Programme AAA/000
c/o Name of the Contracting Authority

Subject: Tender n°: AAA/000•00 000
Title: Contract Title

I the undersigned ……………………………………………….. (Name, first name), in my capacity as …………………………………………………………………………… (Position), of the company …………………………………………………………………………….. (Name of the company).

Representing the grouping of companies ……………………………………………….. (Name of all grouping members) (to be removed if not applicable).

Having taken note of all the items in Tender Document AAA/000•00 000, and having evaluated from our point of view and under our responsibility the nature and the difficulties of the Services to be provided, agree and undertake to implement these Services in accordance with the terms and conditions of the Tender Document, for the amount of ………… currency (in figures) Excl. VAT, ………… currency (in letters) Exc. VAT, calculated on the basis of the lump sum prices or unit prices and quantities set out in the Bill of Prices attached to this Tender Letter.

We undertake if our Tender is chosen, to perform the Contract within a period of <planned period of execution>, starting from the date indicated in the “Commencement Order” to be issued by the Contracting Authority or the Supervisor.

We undertake to remain bound by the amount of our Tender for a period of 90 days from the deadline for Submission of Tenders.

We request that the sums due to us by the Contracting Authority be paid in <currency>, by transfer to account n°…………………………………………………………………….., in the name of …………………………………………………………………….., at the ………………………….. bank, in ……………………….

Attached to this Tender Letter are:

- The Bill of Prices, duly completed, dated and signed;
- All other documents required by the provisions of the Tender Document.

Done in …………………….. (place) on …………………….. (date)

The Tenderer
Signature and stamp
(Choose only one Model: Lump Sum or Unit Price Model. The following examples must be adapted as to the needs of the Contract).

**DETAILED BILL OF PRICES (UNIT PRICE CONTRACT WITH OBLIGATION OF MEANS)**

<table>
<thead>
<tr>
<th>Item</th>
<th>Unit</th>
<th>Quantity</th>
<th>Price Currency (Excl. Taxes)</th>
<th>Total Currency (Excl. Taxes)</th>
</tr>
</thead>
<tbody>
<tr>
<td>I.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>FEEs</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Expert 1</td>
<td>Day/week/month</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Expert 2</td>
<td>Day/week/month</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Expert 3</td>
<td>Day/week/month</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Etc</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>B.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>OTHER DIRECT COSTS</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Secretariat</td>
<td>Month</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Office renting</td>
<td>Month</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Per Diem</td>
<td>Day/week</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Publication costs</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Etc</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SUB - TOTAL I - DIRECT COSTS</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>II.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>REIMBURSABLE COSTS</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>International travel</td>
<td>Return</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>National travel</td>
<td>Return</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Visa costs</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Etc</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SUB - TOTAL II - REIMBURSABLES</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total I + II (currency - Excl. Taxes)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TOTAL (currency - Incl. Taxes) (if applicable)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**NOTE 1:** Any request for payment must be accompanied by a Bill set out in exactly the same way as this Bill.

**NOTE 2:** The total amount given above covers all fees, travel expenses, reproduction and secretariat costs, the margin (including the contractor’s overheads, profit and backstopping facilities) and other expenses related to the preparation, production and submission of required reports and documents under the Contract.

**NOTE 3:** Reimbursable costs shall be reimbursed against actual costs incurred, against supporting documents and within the limits of the amounts given in the Bill of Prices.

**NOTE 4:** Per Diems are flat-rate amounts to cover daily subsistence costs. These include airport taxes, accommodation, meals, tips, and travel between the hotel, airport et the place of work of the Expert during the Contract. Per diems are payable on the basis of the number of nights spent on site by the Expert in the place of performance of the Contract. Nights spent on a plane or on transit are not eligible for the payment of Per Diems.

**NOTE 5:** Travel by plane shall be made in economy class and by the most direct route between the place of residence of the Expert and the place of performance of the Contract (including travel costs from the place of residence to the airport). If a plane trip has been made in business class, it shall only be reimbursed to the limit of the cheapest economy class rate available for the flight. Flights will be reimbursed on presentation of the invoice, proof of payment and boarding passes.

**NOTE 6:** The Services shall be calculated on the basis of 5/7 - 6/7 days a week.

**NOTE 7:** No payment shall be made for time spent in travel.
# DETAILED BILL OF PRICES

**(LUMP SUM CONTRACT WITH OBLIGATION OF RESULTS)**

<table>
<thead>
<tr>
<th>Item</th>
<th>Unit</th>
<th>Quantity</th>
<th>Price currency (Excl. Taxes)</th>
<th>Total currency (Excl. Taxes)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>I. LUMP SUMS</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Task 1 (as per ToR)</td>
<td>Lump sum</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Task 2 (as per ToR)</td>
<td>Lump sum</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Etc.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>SUB -TOTAL I - LUMP SUMS</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| **II. REIMBURSABLE COSTS** | | | | |
| International travel | Return | | | |
| National travel | Return | | | |
| Etc. | | | | |
| **SUB -TOTAL II - REIMBURSABLES** | | | | |

| | | | | |
| Total I + II (currency - Excl. Taxes) | | | | |
| **TOTAL (currency - Incl. Taxes) (if applicable)** | | | | |

*There may be no reimbursable costs. In such a case, please indicate it clearly.*

**NOTE 1:** Any request for payment must be accompanied by a Bill set out in exactly the same way as this Bill.

**NOTE 2:** The lump sum amounts given above cover all fees, Per diems, travel expenses, reproduction and secretariat costs, the margin (including the contractor’s overheads, profit and backstopping facilities) and other expenses related to the preparation, production and Submission of required reports and deliverables under the Contract.

**NOTE 3:** Reimbursable costs shall be reimbursed against actual costs incurred, against supporting documents and within the limits of the amounts given in the Bill of Prices.

**NOTE 4:** Travel by plane shall be made in economy class and by the most direct route between the place of residence of the Expert and the place of performance of the Contract (including travel costs from the place of residence to the airport). If a plane trip has been made in business class, it shall only be reimbursed to the limit of the cheapest economy class rate available for the flight. Flights will be reimbursed on presentation of the invoice, proof of payment and boarding passes.

In some cases, it can be useful to request Tenderers to add to their lump sum Bill of Prices, and for information only, a breakdown of costs. This breakdown may be used by the Evaluation Committee to verify the financial accuracy of different Financial Proposals if they vary greatly between each other. The breakdown can also serve as reference point during negotiations in the event of unforeseen events to appear during the implementation of the Contract (amendments, termination, cancellation, etc.).

*For information - please provide a breakdown of your Lump Sum costs as follows:*

**Fees:**

<table>
<thead>
<tr>
<th>Expert 1</th>
<th>Working day</th>
<th>Unit price</th>
<th>Quantity</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Expert 2</td>
<td>Working day</td>
<td>Unit price</td>
<td>Quantity</td>
<td>Total</td>
</tr>
<tr>
<td>Etc.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*Remove this section if not applicable.*
Name, date and signature of the Tenderer

(All additional pages must be initialled)
MODEL DOCUMENTS FOR BANK GUARANTEES

Model: Advance Repayment Bank Guarantee

This Model will be used by the selected Contractor to guarantee the Repayment of the Advance (if requested) foreseen in the Contract.

Note: The attention of Tenderers/Contractors is drawn to the fact that the bold text of the Model Guarantees must be adhered to. The Guarantor (Issuing Bank) must guarantee, as "Principal Debtor", "The payment without contestation and upon receipt of the first written demand from the Beneficiary" of the Guarantee.

Failure to follow this wording will result in the non-acceptance of the Guarantee by the Beneficiary. In the case of the Tender Guarantee, not respecting the wording may result in the rejection of the Tender.

In the case of all other possible Guarantees needed for the Contract, failure to follow this wording or failure to provide or maintain a valid Guarantee may result in the cancellation of the Contract.

In all cases, the Beneficiary of the Guarantee reserves the right to verify with the Guarantor the proper registering of the Guarantee in its books, its conditions for Guarantee calling as well as to request modifications to the text where necessary.

The validity of a Guarantee must not be linked to a calendar date, but linked to the occurrence of a specific event such as the deadline for Submission of Tenders, the full repayment of the Advance, Provisional or Final Acceptance of the Works, etc. Should the validity of a Guarantee be agreed to be linked to a specific calendar date, it must, upon request from the Beneficiary, be extended or, in the event of refusal of extension, be paid immediately in full.

Any change to the Guarantor’s undertaking must be submitted for prior approval of the Beneficiary. All Guarantees must be on the issuing Guarantor’s letterhead, and signed by persons with full authority to make financial commitments on behalf of their Guarantor.

By signing the Tender Letter, Tenderers agree to be bound by the above conditions related to Guarantees.
ADVANCE REPAYMENT GUARANTEE

Place and date of issue: <Place and date>  
Reference: <AAA/000•00 000>  
Principal: <Name of the Contractor>  
Beneficiary: ACB, ASEAN Centre for Biodiversity, Address  
Amount: <Amount and currency>  
Validity: 90 days after the Advance has been Repaid in full  
Issuing Bank: <Name of the Bank Issuing the Guarantee>

Under order and on behalf of <Name of the Contractor>, we <Name of the Issuing Bank>, hereby issue in favour of the Beneficiary ACB, this irrevocable Advance Repayment Guarantee in the amount of <Amount + currency> representing <Percentage>% of the Contract value.

We hereby guarantee, as principal debtor in favour of the Beneficiary, the payment without contestation and upon receipt of the first payment request from the Beneficiary of sums up to the maximum amount set out above.

This Guarantee shall be redeemed, in proportion to the Repayment actually made by the Principal, against submission of a Call for Guarantee from the Beneficiary certifying that the Principal has not met his obligations.

We note that the release of this Guarantee will take place within 90 days after complete Reimbursement of the Advance. Within that period, the Beneficiary undertakes to send to the Principal or to the Issuing Bank the original of this Guarantee.

All charges and commissions, including charges for Calling the Guarantee, shall be borne by the Principal.

The law and the jurisdiction applicable to the Guarantee shall be that of the Issuing Bank’s country.

Done in ................... (place) on ............... (date)

Stamp and signature of the Issuing Bank’s authorised Representatives

Names and positions of the Signatories (typed)
## Name and logo of the Counterpart

**Small Grants Programme by the ASEAN Centre for Biodiversity**

“ASEAN Heritage Parks Small Grants” (SGP/AHP)

Project SGP/DR/000

---

### SERVICES CONTRACT N° AAA/000•00 000

**Title:** <Contract Title>

In the framework of the Project/Programme AAA/000 receiving financial support from the Governments of the Partner Country and of the Kreditanstalt für Wiederaufbau (KfW).

### Task/Activity: xx/xx Y

**Contracting Authority:**

Project/Programme AAA/000  
c/o ACB OR Counterpart

**Address of the Project/Programme**

**Contractor:**

Name and address of the Contractor

<table>
<thead>
<tr>
<th>Contact:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Phone:</td>
<td></td>
</tr>
<tr>
<td>Email:</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Contact:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Phone:</td>
<td></td>
</tr>
<tr>
<td>Email:</td>
<td></td>
</tr>
</tbody>
</table>

**Payments shall be made to:**

<table>
<thead>
<tr>
<th>Bank:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Account:</td>
<td></td>
</tr>
<tr>
<td>IBAN / SWIFT:</td>
<td></td>
</tr>
</tbody>
</table>

**Paying Agent / Donor’s Representative:**

Project/Programme AAA/000  
c/o ACB

**Address of the Project/Programme**

**Payment conditions:**

According to the Payment Schedule

**Type of Contract:**

<table>
<thead>
<tr>
<th>Unit Price / Lump Sum</th>
<th>Contract</th>
</tr>
</thead>
<tbody>
<tr>
<td>&lt;Amount&gt; &lt;currency&gt;</td>
<td>(Excl. VAT)</td>
</tr>
</tbody>
</table>

**Maximum amount and currency of the Contract:**

**Performance period:**

<Duration in days or months>

**Language of the Contract and technical documentation:**

English

Two originals of this Contract were signed at the date indicated below, together with the following Appendices which form an integral part of the Contract:

- Bill of Prices and Payment Schedule: APPENDIX I
- Special Conditions of Contract: APPENDIX II
- General Conditions of Contract: APPENDIX III
- Terms of Reference: APPENDIX IV
- Full Proposal: APPENDIX V
- Declaration of Undertaking: APPENDIX VI
- Tax and Customs Arrangements: APPENDIX VII
MODEL CONTRACT

Signatures and dates
Contracting Authority

Date: .. .. .. ..

Contractor
I am aware of the Special and General Conditions and accept the Contract.

Date: .. .. .. ..

First name, NAME
Position
ACB OR National Counterpart
For the Project/Programme

Date: .. .. .. ..

First name, NAME
Position
Name of the Company
For the Contractor
APPENDIX I - Bill of Prices and Payment Schedule
(The Bill of Prices of the selected Tenderer and the Payment Schedule will form
Appendix I of the Contract)
APPENDIX II - Special Conditions of the Contract

The article numbers in these Special Conditions refer to the same numbers in the General Conditions of the Contract in Appendix III, which they modify.

For anything, which is not covered by these Abridged Special and General Conditions, the full General Conditions for Services Contracts financed by the contributions of the Kreditanstalt für Wiederaufbau and for which ACB acts as Awarding Authority, applies. That document is not attached to the Contract but can be obtained on request or consulted on www.aseanbiodiversity.org.

<table>
<thead>
<tr>
<th>Article N°</th>
<th>Special Conditions</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.1</td>
<td>The Contracting Authority is: ACB or Counterpart for Project/Programme SGP/IDR/000 The Supervisor is: Ms. Corazon de Jesus, Jr., SGP Coordinator, ACB</td>
</tr>
<tr>
<td>2.4</td>
<td>There is no Performance Guarantee required for this Contract. OR A Performance Guarantee of 10% of the Contract value is required for this Contract. In this case, please add the Guarantee Model to the Tender Document. ACB and the Name of the Counterpart (= the Project, the “Contracting Authority”) are by default the joint Holders of copyrights attached to documents produced as part of the Services. If this is not the case, for example when the Contractor retains the copyrights, it should be specified here who will retain the copyrights.</td>
</tr>
<tr>
<td>3.1</td>
<td>In accordance with the MoUs (agreements) signed between the ASEAN Centre for Biodiversity and the &lt;Partner country&gt;, this Contract is concluded for and by Project/Programme AAA/000 Hence, the Contract is exempt from value added taxes and customs duties. A lump sum compensation of 1/500th of the total Contract amount is applicable per calendar day in case of delays in the performance period. The maximum amount of the applicable compensation is set to 10% of the Contract amount.</td>
</tr>
<tr>
<td>4.1</td>
<td>The payment modalities are those laid out in the Payment Schedule (Appendix I). Specify here if a Provisional Acceptance of Intermediate Reports or Deliverables is required. Remove if not applicable. Certification of rendered Services takes place once all reports and deliverables required under the Contract and the ToR have been delivered and accepted by the Contracting Authority. The Supervisor may then issue a Certificate of Services rendered. Arbitration Procedure shall follow the ASEAN Protocol on Enhanced Dispute Settlement Mechanism (<a href="https://asean.org/?static_post=asean-protocol-on-enhanced-dispute-settlement-mechanism">https://asean.org/?static_post=asean-protocol-on-enhanced-dispute-settlement-mechanism</a>), or such other mediation procedure as is agreed by the Parties</td>
</tr>
<tr>
<td>6.3</td>
<td>Others as needed.</td>
</tr>
</tbody>
</table>
APPENDIX III - General Conditions of the Contract

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1.4. Role of the Supervisor 1

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8.2. Dispute Settlement Mechanism 6
8.3. Continued Performance 6
Article 1: Preliminary provisions

1.1. Definitions and roles
For the performance of the Contract:
The Contractor is: the party with whom the Contracting Authority concludes the Contract.
The Contracting Authority is: as designated in the Special Conditions of the Contract (Appendix II).
The Donor’s Representative is: ACB, the ASEAN Centre for Biodiversity.
The Supervisor is: as designated in the Special Conditions of the Contract (Appendix II).

1.2. Order of precedence of Contract documents
The award and the implementation of the Services Contract are governed in the following order of precedence by:
- The Bill of Prices (Appendix I);
- The Special Conditions of Contract (Appendix II);
- The General Conditions of Contract (Appendix III);
- The ToR provided in the Tender Document (Appendix IV);
- The Tender Documents and Consultant’s Bid (Full Technical and Financial Proposal of the selected Contractor, including the Methodology and the Experts) (Appendix V);
- Declaration of Undertaking (Appendix VII)
- The General Conditions for Services Contracts financed by contributions of the Kreditanstalt für Wiederaufbau and implemented by ACB;
- The Guidelines for the Procurement of Consulting Services, Works, Plant, Goods and Non-Consulting Services in Financial Cooperation with Partner Countries\(^2\) of the Kreditanstalt für Wiederaufbau (KfW) and for which ACB acts as Awarding Authority?

1.3. Communications and addresses
All communications regarding the Contract shall be done in writing to the addresses given on the cover page of the Contract.

1.4. Role of the Supervisor
The role of the Supervisor is to supervise and check the performance of the Services in accordance with the ToR and generally to ensure the good quality of the Services. He issues interim and final payment certificates as appropriate, as well as certifying the Services rendered. He gives under his own responsibility any administrative orders required for the smooth implementation of the Services, apart from the cases enumerated in article 4.4.3 for which the Contracting Authority and the Donor’s Representative must give their prior agreements before the Supervisor can deliver the corresponding administrative orders.

Article 2: Obligations of the Contractor

2.1. General obligations
The Contractor will carry out the Services in accordance with the attached ToR (Appendix IV) and in compliance with the instructions given to him by the Supervisor and the Contracting Authority.

The Contractor may not subcontract to third parties any of his contractual obligations. He shall be in every sense the sole party responsible for the performance of the Contract. The Contractor must immediately inform the Supervisor and the Contracting Authority in writing of any problem likely to compromise the performance of the Contract.

2.2. Code of conduct
The Contractor undertakes not to issue any personal opinion on political or religious affairs of the country or countries that he visits under the Contract. He commits himself to absolute discretion to third parties regarding the nature, progress, results and information received as part of the Contract.

The Contractor shall at all times act loyally and impartially and as a faithful advisor to the Contracting Authority.

2.3. Corruption and Fraud
When discharging their obligations under this Contract, the Contractor, its representatives and its employees shall comply with all applicable laws, rules, regulations and provisions of the relevant legal systems, including the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions.

The Contractor shall not offer or grant either directly or indirectly any improper advantages to public officials (as defined below) or other individuals in connection with its bid in the tendering process. In addition, it shall not offer or grant any such incentives or conditions when implementing the Contract. The Contractor shall be obliged to notify the Contracting Authority in detail immediately in writing if the Contractor is prompted by a public official or any other persons to make illegal payments.

The Contractor will inform its members of staff of their respective obligations as well as their obligation to comply with the Declaration of Undertaking and to obey the laws of the country.

A public official shall be:

a) any official or employee of a public authority or an enterprise under the ownership and control of a government;
b) any person who performs a public function;
c) any official or staff member of a public international organisation, such as the World Bank;
d) any candidate for a political office, or any political party or official of a political party.

2.4. Insurances
The Contractor states that he has taken out at his own expense all necessary insurance policies that includes, but not limited to:

a) professional liability insurance,
b) Personal liability insurance,
c) Equipment insurance covering loss of or physical damage to all equipment acquired, used, provided or paid for by the Employer within the context of this Contract; and
d) Motor vehicle third party liability insurance and motor vehicle comprehensive insurance for the vehicles acquired in connection with this Contract.

He shall not be covered by any insurance taken out by the Contracting Authority.

2.5. Liability for Consequential Damage
Liability for consequential damage is excluded.

2.6. Performance Guarantee
Unless specified otherwise in the Special Conditions, no Performance Guarantee is required for this Services Contract.

Article 3: Nature of the Services

3.1. Nature of the Services
The Contractor must supply all technical documents, information and reports that the Contracting Authority deems necessary for the performance of the Contract. These are specified in the ToR. If required, the Supervisor will communicate to the Contractor any additional requirements through administrative orders during the performance period of the Contract.

Unless specified otherwise in the Special Conditions, copyrights of all documents, plans, drawings, moving or still pictures or IT applications produced, as part of the Services shall belong jointly to the Contracting Authority and the Donor’s Representative. These shall have the sole right to distribute, adapt and use it as they deem fit. The Contractor may keep copies of documents of which he is the author but he may not make use of them outside the Contract unless he receives the prior written consent of the Contracting Authority.
3.2. **Provision of personnel**

- The Services will be carried out by the Experts whose CV are given in Appendix V. The Contractor and the Experts shall work in an independent manner and shall not be considered as employees of the Contracting Authority.

**Article 4: Performance of the Contract**

4.1. **Conclusion of the Contract**

The Submission of a Tender and signature of the Services Contract implies full acceptance of all conditions detailed in the present Contract.

The Contract is concluded as soon as the Contracting Authority receives the signed Contract. No additional or contradictory provisions or modifications to the Contract by the Contractor shall be applicable unless approved in writing by the Contracting Authority. If the Contracting Authority does not receive the signed Contract within 14 days after the date the Contracting Authority has sent the signed contract to the Contractor (post office or courier stamped date), the Contracting Authority will be entitled to consider the Contract null and void.

Unless stipulated otherwise in the Contract, the Contract is exempt from value added tax and customs duties.

4.2. **Duration of the Contract**

The starting date of the performance period of the Contract is the date indicated in the “Commencement Order” issued by the Supervisor, or if none, 14 days (post office or courier stamped date) after the date the Contracting Authority has sent the signed contract to the Contractor.

The performance period of the Contract is stated on the cover page of the Contract. The Contract may not run beyond the contractually set duration unless an amendment is added to that effect.

4.3. **Delays in performance**

If the Contractor fails to deliver all or part of the Services, or should he not perform the Services in the period specified in the Contract, the Contracting Authority shall have the right, without formal notification and without prejudice to other means of appeal specified in the Contract, to receive lump sum compensation for each day which elapses between the end of the contractual period and the actual date of completion at a rate of 1/500th of the Contract amount per calendar day, up to a ceiling of 10% of the total Contract amount.

Unless stipulated otherwise in the Special Conditions, when the amount of applicable compensation reaches the ceiling of 10% of the total Contract amount, the Contracting Authority shall have the right, without giving formal notification and without prejudice to other means of appeal specified in the contract, to seize the Performance Guarantee and/or to terminate the Contract.

4.4. **Modifications to the Contract**

4.4.1. The Contracting Authority and the Contractor may, at any time that circumstances so demand, modify the Special Conditions, the ToR and the duration of the Contract in accordance to the conditions detailed in article 4.4.3 below. In such a case, prior approval of the Donor’s Representative is mandatory.

4.4.2. If these modifications entail an increase or reduction in the costs and/or performance period of the Contract, corresponding adjustments shall be made to provisions of the Contract.

4.4.3. The Supervisor gives under his own responsibility any administrative orders required for the smooth running of the Services, apart from the following cases which require a prior approval from the Contracting Authority and the Donor’s Representative:

- The start and end of the Services;
- Extension of performance deadlines;
• Increase of the financial volume of the Contract above 10% of the initial amount of the Contract limited to a maximum cumulated amount of 50,000 EUR;
• Modifications to the object and quantities of the Contract;
• Application of new fees;
• Application of penalties or compensations in case of delays in performance.

4.4.4. No amendment may be made to the conditions of the Contract, including modifications in relation with the above-mentioned articles 4.4.1 and 4.4.2, without the written prior approval of all parties, including the Donor’s Representative. Any modification must be regularised by the signature of an amendment to the Contract.

No officer or representative of any of the parties is entitled to bind the parties by any declaration, promise, commitment or agreement which would not be contained in the Contract or in a signed Contract amendment.

4.5. Force Majeure

In the event of Force Majeure, the contractual obligations, as far as affected by such event, shall be suspended for as long as performance remains impossible due to the Force Majeure, provided that one party to the Contract receives notification of the Force Majeure event from the other party within two weeks after its occurrence. Any and all liability of the Contractor for damages arising due to its absence caused by the Force Majeure is excluded.

In the event of Force Majeure, the Contractor shall be entitled to an extension of the Contract equal to the delay caused by such Force Majeure. If the performance of the Services is rendered permanently impossible by the Force Majeure, or if the Force Majeure event lasts for longer than 180 days, both parties to this Contract shall be entitled to terminate the Contract.

In case of suspension or termination of the Contract due to Force Majeure, the Services performed up to the time of the Force Majeure and all necessary expenditure (which is evidenced) of the Contractor arising from the discontinuing of the Services shall be invoiced on the basis of contractual prices. Neither party shall make any further claims.

Article 5: Payments

5.1. General Provisions

The Contractor will be remunerated as per Bill of Prices (Appendix I). Prices given in the Bill shall always be deemed fixed and not subject to revision.

Financial obligations of the Contracting Authority under the contract are limited to the amount indicated in the Contract and its possible amendments. Payments due are those for rendered Services described in the ToR (Appendix IV) to the satisfaction of the Contracting Authority.

The Contractor is not entitled, in any circumstances whatsoever, to claim payments other than those expressly specified in the Bill of Prices (Appendix I) and the possible amendments, covering:

a) Fees and direct costs for the provision of the Services up to the amount(s) detailed in the Bill of Prices;

b) Reimbursable expenses up to the amount(s) detailed in the Bill of Prices.

5.2. Payment arrangements

Invoices shall be made in accordance with the Bill of Prices (Appendix I) and shall be addressed to the Contracting Authority for payment.

If the duration of the Services is planned to last more than a month, monthly interim invoices may be sent to the Contracting Authority.

Payments shall as a rule be made by bank transfer within 30 days of receipt by the Donor’s Representative of certified invoices.
Eligible payments as part of the Contract shall be processed by the Donor’s Representative on behalf of the Project, after receipt and acceptance of a written request from the Contracting Authority containing the details of the payment to be made, certification by the Supervisor that the Services have been provided in a satisfactory manner, and clearance by Project management.

Unless otherwise specified in the Special Conditions payments shall be staggered as follows:

a) Maximum 20% of the Contract amount as a Lump Sum Advance after signature of the Contract. This Advance will be granted upon receipt of a written Request for the Advance, accompanied by a Bank Guarantee acceptable to the Donor’s Representative covering the reimbursement of the amount of this Advance. This Advance Repayment Guarantee, which must comply with the Model provided in the Tender Document, shall be released within 90 days following the full reimbursement of the Advance;

b) In the event where the detailed Bill of Prices specifies reimbursable expenses, an Advance of 80% of these expenses may be granted without Bank Guarantee. This Advance will be paid after signature of the Contract and receipt of a written request for the Advance.

The reimbursement of the Advance Payment(s) shall be made by deduction from the monthly/interim payments, and final payment, whichever is the case;

c) Interim or monthly payments, less the amounts for the reimbursement of any possible Advance and less the retention sums (see article 5.3), upon receipt of interim or monthly invoices certified as detailed above;

d) Final payment: balance payment, less any possible applicable penalties / compensations, after acceptance and certification of the Services and all required Contract deliverables (i.e. Final Report) and receipt of the final invoice certified as detailed above;

e) The sums retained on interim or monthly payments to constitute the Retention Guarantee will be redeemed to the Contractor with the final payment as per d) above.

Other direct costs or reimbursable expenses possibly foreseen in the Bill of Prices may be invoiced together with monthly/interim payments or at the final payment. Reimbursable expenses are reimbursed at actual costs incurred, against supporting documents and within the amounts provided in the Bill of Prices.

In the event that the rendered Services or provided deliverables specified under the Contract are not satisfactory or not in compliance with the ToR, the Contracting Authority reserves the right to interrupt them, have them modified or reject them. In the latter case, payment will be made on a prorate basis for the Services rendered by the Contractor.

All reimbursements, insurance payments, guarantee payments or similar payments, if any, shall be made for the account of the Contracting Authority to KfW, Frankfurt am Main, BIC: KFWIDEFF, account IBAN: DE53 5002 0400 3800 0000 00, which KfW shall credit to the Contracting Authority. If such payments are made in Local Currency, they shall be made to a special account of the Contracting Authority specified in the Special Conditions. The amounts reimbursed for the portion financed by KfW may, with KfW’s consent, be used again, principally for further implementation of the Project.

5.3. Retention Guarantee

Unless otherwise specified in the Special Conditions, the amount of the sums that must be retained to constitute the Retention Guarantee that will ensure that the Contractor performs all his obligations foreseen by the Contract, is set to 10% of the amount of the Contract.
After acceptance of the Services and all Contract deliverables, these retention sums will be redeemed to the Contractor as part of the final payment.

**Article 6: Acceptance and Certification**

**6.1. Packaging**
Where applicable, the Special Conditions will specify any requirement in relation with packaging and packaging materials.

**6.2. Inspection**
The Contracting Authority may have the Supervisor, or a Representative of his choice, carry out any reasonable test or verification which he deems necessary during the implementation of the Services. The exercise of this right of control shall not in any way prejudice the Contracting Authority’s decision at the time of completion or acceptance of the Services. It shall not release the Contractor in any way from any contractual obligation.

The Contractor shall take any appropriate measures to enable the Supervisor or the Contracting Authority to carry out the inspections he shall deem necessary.

**6.3. Provisional Acceptance**
The Special Conditions specify if a Provisional Acceptance of Reports or Services is required.

**6.4. Certifications of Rendered Services**
Certification of Rendered Services takes place once all reports and deliverables required under the contract and the ToR have been delivered and accepted by the Contracting Authority. The Supervisor may then issue a Certificate of Rendered Services.

The final invoice shall be approved or modified in order to settle, in agreement with the Contracting Authority and the Donor Representative, the amounts due to the Contractor. In the event of disagreement on the value of an item, the Donor’s Representative’s position shall prevail. After calculation of the amounts due to the Contractor, the Donor’s Representative shall send the Contractor a statement of account including the amounts calculated and shall indicate which completed Services the payment is being made for.

**Article 7: Breach of Contract and termination**
The Contracting Authority shall have the right to cancel the Contract in whole or in part by written notification, without a court decision or prior authorisation, if the Contractor:

a) Fails to fulfil any of his contractual obligations and, in reply to a written notification of the Contracting Authority, does not immediately take appropriate action to remedy this failure;

b) Becomes bankrupt or insolvent.

The Contractor may, after giving 14 days notice to the Contracting Authority, terminate the Contract if the Contracting Authority:

a) Fails to pay the Contractor the amounts due under any certificate of the Supervisor after the expiry of the time limit stated in article 5.2;

b)Suspends the Services for more than 180 days for reasons not specified in the Contract and not due to the Contractor’s fault.

**Article 8: Settlement of disputes**

**8.1. Dispute Resolution**
The Contractor and the Contracting Authority shall endeavour to settle amicably any dispute or lawsuit, which may arise between them during the performance of the Contract.

In the event of failure of an amicable settlement, the parties may agree to allow a third party appointed by mutual agreement to attempt to reconcile their differences, in a given time span.

**8.2. Dispute Settlement Mechanism**
If the Parties are unable to resolve a dispute in line with the requirements of clauses 8.1., the dispute may, by agreement between the Parties, be referred to mediation in accordance with the ASEAN Protocol on Enhanced Dispute Settlement Mechanism (https://asean.org/?static_post=asean-protocol-on-enhanced-dispute-settlement-mechanism), or such other mediation procedure as is agreed by the Parties.

Unless otherwise agreed between the Parties, the mediator will be nominated by SEOM. To initiate the mediation the Party shall give notice in writing (the ADR Notice) to the other Party, and that latter Party will choose whether or not to accede to mediation. A copy of the ADR Notice should be sent to SEOM. The mediation will start no later than 14 days after the date of the ADR Notice.

8.3. Continued Performance

The performance of the obligations which the Contractor has under this Contract will not cease or be delayed because a dispute has been referred to mediation under clause 8.2 of this Contract.
APPENDIX IV - Terms of Reference

(The ToR provided in the Tender Document will form Appendix IV of the Contract)
APPENDIX V - Full Tender and Consultant’s Bid

(The Full Proposal, including the Methodological Note and the CVs, of the selected Tenderer will form Appendix V of the Contract)
APPENDIX VII - Tax and Customs Arrangements

Insert here the text regarding Tax and customs arrangements as specified in the Project/Programme Document.
STANDARD TENDER DOCUMENTS FOR ABOVE 100,000 EUR
TENDER DOCUMENTS

SERVICES CONTRACT

TENDER No: SGP Indonesia GMT SC 01

SUBJECT: Grant Making Team Indonesia
TENDER No:  SGP Indonesia GMT SC 01

SUBJECT:  Grant Making Team Indonesia

<table>
<thead>
<tr>
<th>PART I:</th>
<th>Call for Expression of Interest</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>PART II:</td>
<td>Contract Document</td>
<td>19</td>
</tr>
<tr>
<td>PART III:</td>
<td>Shortlist Selection Report</td>
<td>36</td>
</tr>
</tbody>
</table>
Part I. Call for Expression of Interest (EOI)
NOTICE OF CALL FOR EXPRESSIONS OF INTEREST SGP/<IDR><MMR> • 15 001

Title: Provision of tender title

Maximum budget: amount + currency – performance period of duration

The ASEAN Centre for Biodiversity (ACB) in cooperation with the Directorate of Biodiversity Conservation of the Indonesian Ministry of Environment and Forestry launches a Call for expressions of interest for the acquisition of services for <tender title> on behalf of Project Small Grants Programme by the ASEAN Centre for Biodiversity “ASEAN Heritage Parks Small Grants” (SGP/AHP) receiving financial support from the Government of the Indonesia and the Government of Germany.

Services providers that are invited to express their interest to offer the services mentioned above are:

all legally in Indonesia established non-governmental organisations and not-for-profit organisations and specialised in <specify the domain of general expertise>.

Indicatively, services providers will have to demonstrate their technical capacity and experience in <indicate specific domains of technical capacity and the required experience>.

The start of the contract is foreseen for <01 2016> and for a duration of <number of days/weeks/months>. Services providers must be available for the entire period foreseen and willing to intervene in <the Gunung Leusser National Park and the Way Kambas National Park/Sumatra/Indonesia>. The maximum budget available for this contract is estimated at <maximum amount and EUR> (all taxes excluded).

Interested services providers are invited to submit sufficient documentation to respond to the selection criteria. The document, including the selection criteria and the application form is available on request at the address given below.

The shortlist of candidates invited to submit a full offer will be established of minimum three (3) and maximum eight (8) candidates evaluated as qualified and ranked if necessary against the selection criteria.

Expressions of interest, exclusively drawn up in English, must reach the following address <by email and/or postal mail> no later than <dd.mm.yyyy at HHhMM> (local time):

Small Grants Programme by the ASEAN Centre for Biodiversity
“ASEAN Heritage Parks Small Grants” (SGP/AHP)>
Corazon A. de Jesus Jr. Coordinator for SGP

ASEAN Centre for Biodiversity
3/F ERDB Building, UPLB Forestry Campus
Los Baños, Laguna 4031
Philippines
Requests for clarifications shall be sent to the email address given above.

Only shortlisted candidates will be invited to submit a full offer.

Services providers interested by this Call for expressions of interest may also consult ACB’s website: www.aseanbiodiversity.com (Tender notices: Services – Status: Information – Area: < area >)
CALL FOR EXPRESSIONS OF INTEREST SGP/<IDR><MMR> • 15 001

Title: Tender title

Maximum amount: amount + currency – Performance period of <duration>

1. Reference number
SGP/<IDR><MMR> • 15 001 – Tender title

2. Procedure
“open” Restricted

3. Project
Project IDR/000 – Project name

4. Source of financing
The Governments of partner country and of the Government of Germany

5. Contracting Authority
ACB (or project counterpart) for Project SGP/IDR

CONTRACT SPECIFICATIONS

6. Type of contract
Unit price or lump sum contract

7. Contract description
(Insert short Project description in a few lines)
(Insert short contract description in a few lines)

8. Number and title of lots
as appropriate - if indicated and when no lots, explain how the tender is structured (i.e. several components)

9. Maximum budget
The maximum available budget is estimated at amount + currency (all taxes excluded)

10. Complementary or additional services
This contract does not include any complementary or additional services. In the event where complementary or additional services initially not foreseen become necessary and are to be executed, their value will be limited to a maximum of 50% of the initial value of the contract.
CONDITIONS OF PARTICIPATION

11. Eligibility

Participation in this Call for expressions of interest is open on equal terms and without distinction of origin to: insert one of the following mentions:

<all legally in Indonesia registered non-governmental organisations and not-for-profit organisations, governed by private law>.

Participation of these service providers is subject to their compliance with the conditions of eligibility detailed in the General Regulations applicable to the procurement of goods, services and works financed by the contributions of the Government of Germany and for which the ASEAN Centre for Biodiversity (ACB) acts as Awarding Authority. Proof of eligibility shall be provided by the mean of the Statement of Good Standing to be submitted as part of the Expression of interest. These conditions also apply to all members of a grouping, which are also requested to provide a Statement of Good Standing.

12. Grouping / consortium

There’s no grouping obligation. Should a candidate wish to constitute a grouping, the following rules shall be applicable:

A grouping may be a permanent, legally established grouping or a grouping that has been temporarily constituted for a specific tender. All members of a grouping (i.e, the grouping leader and all other members) are jointly and severally liable to the Contracting Authority.

A Joint Commitment, signed by all members of the grouping shall be submitted with the application form of expression of interest.

Participation of an ineligible natural or legal person shall result in the automatic exclusion of the concerned candidate (or of the grouping as a whole should the ineligible person be part of a grouping).

Note: Should a grouping be retained on the shortlist, its composition may not be modified for the tender procedure (no addition or withdrawing of members, no modification of the grouping leader).

13. Number of expressions of interest

No more than one (1) expression of interest can be submitted by a natural or legal person whatever the form of participation (as an individual legal entity or as a grouping leader or member of a grouping submitting an expression of interest). In the event that a natural or legal person submits more than one expression of interest, all expressions of interest in which that person participates will be excluded.

14. Shortlist alliances prohibited

Shortlisted candidates invited to submit a tender may not form alliances with each other nor subcontract to each other parts of the relevant tender.

15. Sub-contracting

The total value of the subcontracted parts of the services may not exceed <percentage (maximum 30%)> of the contract amount.

16. Number of candidates to be shortlisted

On the basis of the expressions of interest received, a minimum of three (3) and a maximum of eight (8) candidates evaluated as qualified will be invited to submit full offers for this tender (except for special circumstances and derogation).
PROVISIONAL TIMETABLE

17. Provisional date of invitation to tender
< month, year >

18. Provisional starting date for the implementation of the contract
< month, year >

19. Performance period of the contract
The performance period of the contract is of < duration >.
### SELECTION CRITERIA

#### 20. Selection criteria

The following selection criteria will be applied to candidates. In the case of expressions of interest submitted by a grouping, these selection criteria will be applied to the grouping as a whole (combined data of all grouping members):

<table>
<thead>
<tr>
<th>Selection criteria</th>
<th>Compliant</th>
<th>Non compliant</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>I</strong> Legal status of the candidate</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Requirement: legally established company governed by private law and/or NGO and/or NPO and/or Public operator</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>II</strong> Economic &amp; financial capacity of the candidate</td>
<td>Average annual turnover for the years 20XX, 20XX and 20XX of at least 00000 $</td>
<td></td>
</tr>
<tr>
<td><strong>III</strong> Staff capacity of the candidate</td>
<td>At least &lt; number &gt; permanent staff members currently working in the area of &lt; required area of expertise &gt;</td>
<td></td>
</tr>
<tr>
<td>Note: There’s no obligation for those persons to be proposed in the tender as experts for the implementation of the contract.</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>IV</strong> Technical capacity of the candidate</td>
<td>at least &lt;number&gt; contract references successfully completed since 20XX (up to the deadline of submission of expressions of interest), of comparable nature and complexity</td>
<td></td>
</tr>
<tr>
<td>Requirement: &lt; state the type of services &gt; and of an amount of at least [amount and currency] each</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Preference criteria: The number of short listed consultants, which shall be determined shall consist of three (3) to seven (7) consultants, with five (5) as the preferable number:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Preference criterion: may be one of the selection criteria above considered as more important or a new criteria to be defined:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
EXPRESSION OF INTEREST

21. Deadline for submission of expressions of interest

<dd.mm.yyyy at HHhMM> (local time)

Any expression of interest received after this deadline shall be rejected.

22. Presentation format of expressions of interest

Expressions of interest must be submitted using only the standard application form attached hereby. Expressions of interest submitted in any other form shall be rejected.

Any additional documentation not expressly requested (brochure, letter, etc…) attached to the application form will not be taken into consideration.

23. Submission modalities of expressions of interest

Expressions of interest, exclusively drawn up in English, must reach the following address by <specify email or postal mail (in the latter case indicate the number of copies if needed)> no later than by the deadline given under clause 21 above:

a) tbd

b) Atty. Roberto V. Oliva
   Executive Director
   ASEAN Centre for Biodiversity
   c/o Corazon A. de Jesus Jr.
   SGP Project Coordinator
   ASEAN Centre for Biodiversity
   3/F ERDB Building, UPLB Forestry Campus
   Los Baños, Laguna 4031 Philippines
   Tel. # +6349 536 2865, +6349 536 3989
   cadejesus@aseanbiodiversity.org

Requests for clarifications shall be done in writing to the email address given above at latest 8 calendar days before the deadline for submission.

The reference number and the tender title shall be clearly indicated in all correspondence (subject line of an email and/or envelope).

24. Modification or withdrawal of expressions of interest

Candidates may modify or withdraw their expressions of interest by written notification prior to the deadline for submission. No expression of interest may be altered after this deadline. Any such notification shall be done in accordance with clause 23 above.

25. Language

The language of the procedure for this Call for expressions of interest (and the subsequent tender) is English.

26. Additional information

<as appropriate>
APPLICATION FORM FOR EXPRESSION OF INTEREST

Title: Tender title

Maximum amount: amount + currency – Performance period of < duration >

This application form must be submitted in < hard copy / electronic copy > to the address indicated in the Call for Expressions of Interest. The application form contains a model for the Statement of commitment to be signed by the grouping’s leader in the name of all legal entities making the application (in case of a grouping). All data included in this application form must concern only the legal entity or entities making the application.

Any additional documentation not expressly requested (brochure, letter, etc…) attached to the application form will not be taken into consideration.

A candidate may, where appropriate and for a particular contract, rely on the capacities of other entities, regardless of the legal nature of the links that it has with them. It must in that case prove to the Contracting Authority that it will have at its disposal the resources necessary for the performance of the contract, for example by providing an undertaking on the part of those entities to place those resources at its disposal. Such entities, for instance the parent company of the candidate, must respect the same rules of eligibility as the candidate.

EXPRESSION OF INTEREST SUBMITTED BY [IDENTITY OF THE CANDIDATE]

<table>
<thead>
<tr>
<th>Name of the legal entity or entities making this expression of interest</th>
</tr>
</thead>
<tbody>
<tr>
<td>Candidate or Grouping leader ¹</td>
</tr>
<tr>
<td>Member n°1</td>
</tr>
<tr>
<td>Etc. ²</td>
</tr>
</tbody>
</table>

¹ According to the Joint commitment

² Add / delete lines for grouping members as appropriate. Note that a subcontractor is not considered to be a grouping member for the purpose of this expression of interest. As such, the data of the subcontractor must not appear in the data related to the economic & financial and staff capacities.

CONTACT PERSON (FOR THIS EXPRESSION OF INTEREST)

<table>
<thead>
<tr>
<th>Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>Entity</td>
</tr>
<tr>
<td>Address</td>
</tr>
<tr>
<td>Phone</td>
</tr>
<tr>
<td>------------</td>
</tr>
<tr>
<td>Fax</td>
</tr>
<tr>
<td>Email</td>
</tr>
</tbody>
</table>
3. LEGAL STATUS (SELECTION CRITERION I)

Please complete the following table. The Contracting Authority reserves the right, at a later stage, to request evidence as to the truth of the elements provided.

Criterion: <copy / paste of the criterion as worded in the selection criteria grid>

<table>
<thead>
<tr>
<th>Position</th>
<th>Name of the entity</th>
<th>Company governed by private law or NGO or NPO or Public operator</th>
<th>Year of registration</th>
</tr>
</thead>
<tbody>
<tr>
<td>Candidate or Grouping leader</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Member n°1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Etc.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

4. ECONOMIC & FINANCIAL CAPACITY (SELECTION CRITERION II)

Please complete the following table of financial data based on your annual accounts and your latest projections. If annual accounts are not yet available for a particular year, please provide your latest estimates, clearly identifying estimated figures in italics. Figures in all columns must be on the same basis to allow a direct, year-to-year comparison to be made (or, if the basis has changed, an explanation of the change shall be provided as a footnote to the table). Any clarification or explanation that is judged necessary may also be provided.

The Contracting Authority reserves the right, at a later stage, to request a certified note of your annual accounts by an authorised administration or an audit company.

Criterion: <copy / paste of the criterion as worded in the selection criteria grid>

<table>
<thead>
<tr>
<th>Financial data 3</th>
<th>Year 20XX</th>
<th>Year 20XX</th>
<th>Year 20XX</th>
<th>Average annual turnover</th>
</tr>
</thead>
<tbody>
<tr>
<td>Annual turnover (currency)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

3 if this expression of interest is submitted by a grouping, the data in the table must be the combined sum of data of all grouping members.
5. STAFF CAPACITY (SELECTION CRITERION III)

Please provide the following personnel data for the current year.

Criterion: [copy/paste of the criterion as worded in the selection criteria grid]

<table>
<thead>
<tr>
<th>Staff ⁴</th>
<th>Current year</th>
<th>Overall (number of individuals)</th>
<th>Total for the areas of expertise related to this contract (number of individuals)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Permanent staff ⁵</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Non permanent staff ⁶</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

⁴ If this expression of interest is submitted by a grouping, the data in the table must be the combined sum of data of all grouping members.
⁵ Staff directly employed by the candidate on a permanent basis (indefinite contracts)
⁶ Other staff not directly employed by the candidate on a permanent basis (fixed-term contracts)
6. TECHNICAL CAPACITY (SELECTION CRITERION IV)
Please provide your contract references by using the presentation model below. Provided references must be relevant to this tender/contract. Candidates are invited to provide a maximum of 15 contract references for the entire expression of interest.

**Criterion:** [copy / paste of the criterion as worded in the selection criteria grid]  

<table>
<thead>
<tr>
<th>Ref. n° 01</th>
<th>Contract title</th>
<th>...</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of the candidate (or grouping member) presenting this contract reference</td>
<td>Country of performance of the contract</td>
<td>Total contract amount (and currency)</td>
</tr>
<tr>
<td>...</td>
<td>...</td>
<td>...</td>
</tr>
<tr>
<td>Description of the contract</td>
<td>Types of services provided by the candidate</td>
<td></td>
</tr>
<tr>
<td>...</td>
<td>...</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Ref. n° 02</th>
<th>Contract title</th>
<th>...</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of the candidate (or grouping member) presenting this contract reference</td>
<td>Country of performance of the contract</td>
<td>Total contract amount (and currency)</td>
</tr>
<tr>
<td>...</td>
<td>...</td>
<td>...</td>
</tr>
<tr>
<td>Description of the contract</td>
<td>Types of services provided by the candidate</td>
<td></td>
</tr>
<tr>
<td>...</td>
<td>...</td>
<td></td>
</tr>
</tbody>
</table>

*Copy this model as often as needed...*
7. JOINT COMMITMENT

As part of the expression of interest, all legal entities identified under section 1 of this application form, including all grouping members if applicable, are required to jointly sign and submit the Joint Commitment as per attached model.

8. STATEMENT(S) OF GOOD STANDING

As part of the expression of interest, each legal entity identified under section 1 of this application form, including every grouping member if applicable, is required to sign (separately) and submit a Statement of Good Standing as per attached model.

9. STATEMENT OF COMMITMENT

I, the undersigned, being the authorised signatory of the above Candidate (including all grouping members, in case of a grouping), hereby declare that we have examined the documents of Call for expressions of interest. If our application is shortlisted, we fully intend to submit a tender to provide the services to be requested in the tender document.

We recognise that our tender may be excluded if we propose key experts who have been involved in preparing this tender or engage such personnel as advisers in the preparation of our tender and that we may also be subject to exclusion from other tender procedures and contracts financed by the Government of Germany and implemented by The ASEAN Centre for Biodiversity (ACB).

We are fully aware that, in the case of a grouping, the composition of the grouping cannot be modified in the course of the tender procedure. We are also aware that the grouping members would have joint and solidary liability towards the Contracting Authority concerning participation in both the above tender procedure and any contract awarded to us as a result of it.

Signed for the Candidate

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<th>First name, NAME</th>
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<td>Position</td>
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<td>Candidate</td>
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JOINT COMMITMENT

To the attention of:
Project SGP/IDR 000

Subject: Expression of interest n° SGP/IDR<MMR> • 15 001
Title: Tender title

The entities (natural or legal persons) listed below jointly commit themselves as candidate for the above-mentioned expression of interest. In case of inclusion on the shortlist, those entities declare to intend to submit a collective tender that will jointly and commit the signatories of the offer.

<table>
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<th>Entity’s name and address:</th>
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The grouping leader is: ........................................

Done in........................ on ...................... 20XX

Signature of the Lead Agency

N.B.: all members of a grouping must co-sign this Joint Statement
MODEL

STATEMENT OF GOOD STANDING

To the attention of:
Project SGP/IDR/000

Subject: Expression of interest n° SGP/<IDR><MMR> • 15 001
Title: Tender title

I (we) the undersigned …………………………………………………………………………… (names), in my (our) capacity of …….……..………………………………………...…………….…………..… (positions), for the company .…………………………………………………………………………. (name of the entity), established in …………………………………………………………………….……… (place of registration),

Certify that the entity I (we) represent:

▪ Is not bankrupt, is not being wound up, has not ceased operations, is not having its affairs administered by the courts, has not entered into an arrangement with creditors and is not in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
▪ Is not the subject of proceedings for a declaration of bankruptcy, of administration by the court, of winding up, of an arrangement with creditors or of any other proceedings of that nature in national legislation and regulations;
▪ Has not been convicted of an offence concerning professional conduct by a judgment which has the force of res judicata;
▪ Has fulfilled its obligations relating to the payment of social security contributions in accordance with the legal provisions of the country in which it is established;
▪ Has fulfilled its obligations relating to the payment of taxes in accordance with the legal provisions of the country in which it is established;
▪ Has not been guilty of misrepresentation in supplying the information required for its participation in a tender procedure;
▪ Has not been in breach of its contractual obligations in the performance of another contract with the same Contracting Authority and/or another contract financed by the same donor and/or another contract in the country of the Contracting Authority and/or in any other country.

I (we) am (are) aware that the Contracting Authority is entitled to request, before awarding the contract, proof that the entity I (we) represent is not in any of the situations referred to above.

Done in………………..……. on …………………… 20XX

For < name of the Entity >

Signature

N.B.: each member of a grouping must sign (separately) this Statement of Good Standing
Part II. Contract Documents
Terms and Conditions Applicable to the Model Contract for Consulting Services

1. Terms and Conditions

1. Conclusion of a contract. By using this Model Contract (or sections thereof), every User of the Model Contract (hereinafter "User") acknowledges the following Terms and Conditions. These Terms and Conditions are agreed between each User and KfW without requiring that KfW receives the User's acceptance of the Terms and Conditions associated with the use of the Model Contract.

2. Liability of KfW. KfW assumes no liability for damages arising from or in connection with the use of the Model Contract, except for intent, gross negligence and injury to life, body or health.

3. Limitation of the responsibilities of KfW. KfW has prepared the Model Contract as an example of a contract for consulting services, for which KfW grants its consent in principle. However, KfW assumes in particular no obligation for the review of:

- the legal and factual accuracy of the Model Contract by obtaining internal or external legal advice,
- the factual accuracy of the circumstances underlying the Model Contract,
- the suitability of the Model Contract for the purposes of the User,
- the balance of the Model Contract versus the individual interests of the specific User,
- the contractual drafts prepared using the Model Contract that are submitted to KfW, e.g., for consent, and
- the need to update the Model Contract in the event of changes in legislation.

4. Obligations of the User. Every User shall:

- use the Model Contract only after performing a thorough individual review and making the necessary modifications for the specific circumstances.
- engage legal counsel to review the contractual draft based on the Model Contract prior to the conclusion of a contract, in order to investigate the enforceability and effectiveness of the contract under the applicable legislation.

II. Notes for the User

KfW expressly refers every User of the Model Contract to the following:

- KfW prepared this Model Contract based on the FIDIC agreement for consulting services ("White Book"), in order to provide partners of KfW with wording assistance for their contractual relationships with consultants. At the same time, use of this Model Contract facilitates the consent of KfW.
- The Model Contract was not developed based on any specific legal jurisdiction; instead, the choice of governing law is left to the contracting parties. KfW has not investigated whether modifications of the Model Contract are necessary so that it can be used under the respective potential jurisdictions.
- The Model Contract must be adapted to the individual needs of the specific User and should only be signed after the User has reviewed whether the specific contractual provisions are suitable for his individual purposes.

III. Structure of the Model Contract

Section 1: General Conditions – these include the general underlying contractual provisions. Changes in this section usually have a significant impact on the contract and require the prior consent of KfW.
Section 2: Special Conditions – these include the specific details of each individual case. Any modifications or deviations based on the specifics of the project or due to contractual negotiations can be included here.
Section 3: Annexes – depending on the contents, these are either project specific (e.g., TOR, Time Schedule) or generally defined (e.g., Declaration of Undertaking).
CONTRACT

for Consulting Services

dated

[●]

between

[●]

– hereinafter referred to as the “Employer” –

[in case of an agency contract: represented by

KfW
Palmengartenstraße 5 – 9
60325 Frankfurt am Main
Germany
– hereinafter referred to as “KfW” –]

and

[●]

– hereinafter referred to as the “Consultant” –

Project “[●]”
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Preamble

The Employer desires consulting services to be rendered for the Project designated in the Special Conditions. The Consultant has submitted a technical and a financial bid for these services. The parties to this Contract therefore hereby agree on the following:

General Conditions

General Provisions

DEFINITIONS

The words and expressions used in this Contract shall have the following meanings assigned to them, unless the context requires otherwise.

The “Agreed Remuneration” means the fee to which the Consultant is entitled as described in Paragraph 5 [Remuneration], which shall be payable in accordance with this Contract.

The “Commission” means the performance of the Services pursuant to this Contract.

The “Completion Period” means the period designated for completion of the Services in the Special Conditions.

The “Consultant” shall be the professional undertaking or the professional individual named in the Contract who is appointed by the Employer to perform the Services. This shall include the Consultant’s legal successors as approved by the Employer and subject to prior written consent from KfW.

The “Contract”, except where otherwise stated in the Special Conditions, means the conditions of this Contract for consulting services (General Conditions and Special Conditions) together with the following constituent parts of the Contract:

Annex 1 [Declaration of Undertaking]

Annex 2 [Minutes of Negotiations pursuant to the Special Conditions]

If one or several of the Annexes should not be necessary in the actual Contract, to preserve the integrity of the references please retain the numbering of the Annexes and insert the words “not applicable” in the relevant Annexes.
Annex 3 [Terms of Reference plus Tender Documents]

Annex 4 [KfW Guidelines for the Assignment of Consultants in Financial Co-operation with Partner Countries], insofar as these Guidelines do not conflict with the Conditions of this Consulting Contract

Annex 5 [Staffing Schedule]

Annex 6 [Equipment and Furnishings to be provided by the Employer and Third-party Services Commissioned by the Employer]

Annex 7 [Time Schedule for the Performance of the Services]

Annex 8 [Statement of Costs]

Annex 9 [The Consultant’s Bid – though without the Consultant’s terms and conditions of delivery, contract and payment]

(N.B.: If by way of exception the procurement guidelines are not made an integral component of the Contract, Item 1.1.19 should be supplemented to include the Declaration of Undertaking, as well as the Model Advance Payment Guarantee and the Model Retention Guarantee.)

The “country” means the country or region to which the Project (or the majority thereof) relates.

The “date on which execution shall be commenced” means the day specified in the Special Conditions.

A “day” means one calendar day.

“Financing Agreement” means the [loan agreement / financing agreement] entered into between KfW and [the Employer] in order to finance [amongst other things] the services hereunder.

“Force Majeure” means any event whereby one party to the Contract has been prevented from performing the Services due to an unavoidable event such as a natural disaster, hostage-taking, war, revolution, terrorism or sabotage, which, with even the best human judgement and experience and utmost care, could not have been reasonably foreseen in the circumstances, prevented or rendered harmless by economically reasonable means unless such event must be accepted by the relevant party due to its regular occurrence, including, except where otherwise stated in the Special Conditions,
circumstances such as crises, war or terror that lead to the Foreign Office of the Federal Republic of Germany calling upon German citizens to leave the country or the Project region in response to which the Consultant withdraws all its staff. If an event occurs as a result of the actions of or risks assumed by a party to the Contract, that event shall not constitute Force Majeure.

“Foreign Currency” means any currency other than the Local Currency.

The Consultant’s “Foreign Staff” means all those staff who do not possess the citizenship of the country.

The “Local Currency” means the currency of the country.

A “notice” means a notification communicated to one party by the other party.

A “party”/the “parties” means the Employer and the Consultant.

“Order Value” shall have the meaning given to it in A.d. 5.1.1 of the Special Conditions.

The “Project” means the project specified in the Special Conditions for which the Services are to be performed.

The “Services” means the contractual services described in Annex 2 [Minutes of Negotiations], Annex 3 [Terms of Reference plus Tender Documents], Annex 9 [The Consultant’s Bid] and Paragraph 3.1 [Scope of Services], as well as the standard and special services defined in Paragraph 3.2 [Standard and Special Services].

A “third party” means any other natural and legal person, according to the context.

“Written” or “in writing” means written by hand or typed by machine, and produced in a printed or electronic form, the result being a non-editable permanent record.

A “year” means 365 days.

INTERPRETATION

Headings in this Contract shall have no bearing on the interpretation of these Conditions.
Words in the singular, insofar as the context allows, shall also include the plural and vice versa.

Reference to either sex shall include both sexes.

Provisions containing the words “agree”, “agreed” or “agreement” (and all derived grammatical forms thereof) shall require written agreement and signature by both parties.

RANKING AND ORDER OF THE INTEGRAL PARTS OF THE CONTRACT

For the implementation of this Contract, the parts of the Contract listed below shall take precedence in the order shown below and the Annexes shall take precedence in the order in which they are numbered:

- The agreements of the Contract (General and Special Conditions), without the Annexes.
- The Annexes of the Contract in the order in which they are numbered.
- These General Conditions and the Annexes shall remain – except where otherwise stipulated in the parts of the Contract in question – immutable.

In case of inconsistencies or ambiguities between parts of the Contract that cannot be resolved through the ranking set out in Clause 1.3.1, the Employer shall interpret the parts of the Contract in line with the intention of the parties based on the purpose and intention of the Contract as a whole, including all Annexes.

COMMUNICATION

Except where otherwise stipulated, notices, instructions and messages must be communicated between the parties in writing and in the language specified in the Special Conditions, and any such notice, instruction or message may not be unreasonably refused or delayed.

NOTICES

Except where otherwise stipulated in the Special Conditions, the notices to be served pursuant to this Contract shall take effect upon receipt at the addresses specified in the Special Conditions.
The notice may be served in person, by a courier service, by fax (with written confirmation of receipt), by registered letter or by email (only if this is sent in an encrypted and certified form (e.g. S/MIME certificate)).

**LAW AND LANGUAGE**

The Special Conditions shall contain the language or languages of the Contract, the prevailing contractual language and the law governing this Contract.

**ENTRY INTO FORCE OF THE CONTRACT**

This Contract enters into force upon execution by both parties, subject to notification from KfW to the Employer that all conditions precedent to disbursement under the Financing Agreement have been satisfied in a form and substance satisfactory to KfW.

**MEASUREMENTS AND STANDARDS**

Drawings, plans and calculations shall be based on the metric system and German DIN or European EN standards, or internationally recognised standards that are at least equivalent to those published by ISO or IEC are the standards to be applied to the Services performed under the Contract.

**ASSIGNMENT AND SUB-CONTRACTING**

The Consultant shall not have the right to assign or transfer all or any of its rights under this Contract without the prior written consent of the Employer, which shall not be provided without the prior consent of KfW. The Employer’s consent shall not be required for the assignment of any amounts due or which shall become due under this Contract.

The Consultant may conclude, terminate or cancel subcontracts for the performance of a part of the Services that are the subject of this Contract only upon prior written approval by the Employer, which shall not be provided without the prior consent of KfW. In cases where the Services are sub-contracted, the Consultant’s obligations to fulfil the Contract shall remain unaffected.
RIGHTS TO THE RESULTS OF WORK, COPYRIGHT

Except where otherwise stated in the Special Conditions of this Contract, the Consultant shall transfer to the Employer all transferrable rights to the Services performed under this Contract on the date any such rights arise, and in any event at the latest, on the date they are acquired. Insofar as a transfer of such rights is not possible, the Consultant shall irrevocably grant the Employer an unrestricted, transferrable, licensable and exclusive rights of use and exploitation that are unlimited with respect to time and place of use. Such transfer shall include the right to adapt any transferred rights. The Consultant shall ensure that any relevant creator of such transferrable rights waives its exercise of any such relevant rights.

If the Consultant employs third parties (e.g. employees) to perform the Services, it shall ensure that these parties allow him to transfer and/or grant the rights in full. The Consultant shall ensure that third parties waive the exercise of any relevant rights.

The Consultant shall issue all information requested by the Employer and KfW in connection with this Contract, and shall make available free of charge all requested records, documents and information. This obligation shall remain effective after termination of the Contract for a period of 24 months.

OWNERSHIP OF DOCUMENTS AND EQUIPMENT

All studies, reports and pertinent data and documents such as diagrams, plans, statistics and annexes that are made available to the Consultant in the performance of the Commission, as well as software (including the respective source codes) produced or adapted for consideration as part of the Commission, shall become the property of the Employer. The Consultant shall not be entitled to exercise a right of retention with respect to these materials.

Equipment, including vehicles purchased for the performance of the Consultant’s Services and paid for fully by the Employer, shall be handed over to the Employer after completion of the Services. The Consultant shall handle with due care and maintain any such equipment.
CONFIDENTIALITY AND PUBLICATION

The Consultant shall, and shall ensure that its employees, keep confidential all documents passed on to it by the Employer and KfW, as well as all information exchanged and knowledge acquired concerning this Contract and its implementation, even if such documents have not been expressly designated as confidential. This obligation of confidentiality upon the Consultant and its employees shall remain effective after termination of the Contract. It shall not apply to disclosure to a court or to a public authority, insofar as this disclosure is made on the basis of legal obligations or by order of a court or a public authority. It shall also not apply to those materials, information and knowledge acquired for which and insofar as the Employer or KfW has given written consent for publication.

The obligation of confidentiality set out in Clause 1.12.1 shall not apply to information which:

- was demonstrably already known to the recipient when the Contract was concluded, or thereafter was made known by a third party, without this having constituted any violation of a confidentiality agreement, legal regulations or official orders; or

- is publicly known upon conclusion of the Contract or is made publicly known thereafter, insofar as this is not based on a violation of this Contract.

CONDUCT

During the term of this Contract, the Consultant and its Foreign Staff shall not interfere with the political or religious affairs of the country.

CORRUPTION AND FRAUD

When discharging their obligations under this Contract, the Consultant, its representatives and its employees shall comply with all applicable laws, rules, regulations and provisions of the relevant legal systems, including the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions.
The Consultant shall not offer or grant either directly or indirectly any improper advantages to public officials (as defined below) or other individuals in connection with its bid in the tendering process. In addition, it shall not offer or grant any such incentives or conditions when implementing the Contract. The Consultant shall be obliged to notify the Employer in detail immediately in writing if the Consultant is prompted by a public official or any other persons to make illegal payments.

The Consultant will inform its members of staff of their respective obligations as well as their obligation to comply with the Declaration of Undertaking and to obey the laws of the country.

A public official shall be:

any official or employee of a public authority or an enterprise under the ownership and control of a government;

any person who performs a public function;

any official or staff member of a public international organisation, such as the World Bank;

any candidate for a political office, or

any political party or official of a political party.

REIMBURSEMENTS

All reimbursements, insurance payments, guarantee payments or similar payments, if any, shall be made for the account of the Employer to KfW, Frankfurt am Main, BIC: KFWIDEFF, account IBAN: DE53 5002 0400 3800 0000 00, which KfW shall credit to the Employer. If such payments are made in Local Currency, they shall be made to a special account of the Employer specified in the Special Conditions. The amounts reimbursed for the portion financed by KfW may, with KfW’s consent, be used again, principally for further implementation of the Project.

PARTIAL INVALIDITY

The invalidity or unenforceability of one or more provisions of this Contract will not affect the validity or enforceability of any other provisions of this Contract. Any invalid or unenforceable provision shall be replaced by a valid and enforceable provision which approximates as closely as possible the economic purpose of the
invalid or unenforceable provision. The same shall apply accordingly in cases of omissions.
The Employer

INFORMATION

During the term of this Contract, the Employer, within a reasonable period of time, shall, free of charge, place at the disposal of the Consultant, all data, documentation and information concerning the Services covered by the Commission that are available to it. This shall also include all Commission and Project related provisions of the separate agreements relating to any loan made in respect of the Project, the Project documents entered into between the Employer and KfW and consents of KfW as required by this Contract.

DECISIONS/ COOPERATION

Subject to the Consultant having provided the Employer with all the necessary information including, but not limited to, drawings, studies and replacement staff, the Employer shall make its decisions pursuant to this Contract as soon as possible after the Consultant requests such duty to be performed in writing and, in any event, no later than the end of the expiry period specified in the Special Conditions.

SUPPORT

The Employer will support, as far as reasonably possible, the Consultant in discharging its obligations pursuant to this Contract. The Employer shall make available to the Consultant in good time and in full all the services necessary for the performance of its tasks as detailed in Annex 3 [Terms of Reference plus Tender Documents].

In addition, the Employer shall support the Consultant, the Consultant’s staff and where applicable relatives of the Consultant in:

- obtaining in good time any documents necessary for entering, residing in, working in and leaving the country (visa, work permit etc.);
- granting and/or obtaining unrestricted access to the Project where necessary for the performance of the Services;
- the import, export and customs clearance of personal items and of goods and
commodities required for performance of the Services;

securing return transport in cases of emergency;

obtaining permission to import Foreign Currency that is required by the Consultant for the performance of the Services and for personal use by its Foreign Staff;

obtaining permission to export the money paid by the Employer to the Consultant under this Contract; and

providing access to other organisations for the purpose of obtaining information to be procured by the Consultant.

TAXES

Subject to the following provisions, the Employer shall ensure that the Consultant and its Foreign Staff are exempted from all taxes, duties, levies and other charges that are legally prescribed in the Employer's country, in connection with:

payments to the Consultant or to its Foreign Staff in connection with the performance of the Services;

services performed by the Consultant or its staff in connection with the fulfilment of their tasks;

equipment, materials, and supplies necessary for the performance of the Services, including motor vehicles and personal belongings of the Foreign Staff that are brought into the country of the Employer and shipped out after completion of the Services or that have been destroyed in the course of the performance of the Services.

If it is impossible to meet the obligations arising from Paragraph 2.4.1 [Taxes] due to contrary legal provisions, the Employer shall, provided it is legally permissible and except where otherwise stipulated in the Special Conditions of this Contract, upon submission of proof of the payments made, reimburse the Consultant all the amounts paid without delay.
EQUIPMENT AND OFFICES
For the purposes of performing the Services, the Employer shall make available to the Consultant, free of charge, technical and other equipment and offices to the extent described in Annex 6 [Equipment and Furnishings to be provided by the Employer and Third-party Services commissioned by the Employer].

CONTACT PERSONS OF THE EMPLOYER
The Employer shall appoint two natural persons to act as the Employer’s contact person and deputy to the Consultant under this Contract, and the Employer further undertakes always to appoint another contact person without delay should either of the two individuals appointed no longer be available.

THIRD-PARTY SERVICES
The Employer is obliged, at its own expense, to make the necessary provision for the performance of those services by third parties commissioned by it, as described in Annex 6 [Equipment and Furnishings to be provided by the Employer and Third-party Services commissioned by the Employer].

PAYMENT FOR SERVICES
The Consultant shall receive from the Employer remuneration for the Services performed under this Contract in accordance with Article 5 [Remuneration].
The Consultant

SCOPE OF SERVICES

The Consultant shall deliver the Services in full and on time.

The Services to be performed by the Consultant encompass all the part services described and explained in this Contract and its Annexes, in particular in Annex 2 [Minutes of Negotiations] Annex 3 [Terms of Reference plus Tender Documents] and Annex 9 [The Consultant’s bid]. Furthermore, the Consultant must deliver all the standard and special services as defined in Paragraph 3.2.1. [Standard and Special Services].

The Consultant shall work together with third parties commissioned by the Employer pursuant to Paragraph 2.7 [Third-party services]. The Employer is not responsible for these third parties or their performance. In addition, the Consultant must comprehensively coordinate their services with its own services, as far as possible.

STANDARD AND SPECIAL SERVICES

In addition to the Services specified explicitly in the Contract, the Consultant shall also perform all other services, if necessary, that are not listed under the contractual services, but are customarily required in order to properly discharge the contractual obligations (“standard services”). The standard services shall be fully compensated through the Agreed Remuneration.

“Special Services” are services that are not included under the contractual or standard services, but must necessarily be delivered by the Consultant in order to properly perform its duties under the Contract, because the external circumstances of service delivery have changed unexpectedly, or because the Employer has suspended the Services pursuant to Paragraph 4.5 [Force majeure], or because the Employer, with the prior consent of KfW, requires services that were not included in the invitation to tender but are necessary.
**DUE DILIGENCE**

Except where otherwise stipulated in this Contract, or otherwise legally stipulated within the country or within another legal system (including the legal system in the Consultant’s jurisdiction) by provisions that impose higher demands than this Contract, when performing its obligations under this Contract the Consultant shall exercise due diligence and provide the Services in compliance with professional practice and to the recognised quality standards, in accordance with current scientific and generally accepted engineering standards. The Consultant must document its work, the progress of the Project and the decisions it takes in an appropriate form that is acceptable to the Employer, bearing in mind the requirements arising from Paragraph 5.7 [Auditing].

**REPORTING**

The Consultant shall report to the Employer and KfW on the progress of the Services in accordance with the Special Conditions. Except where otherwise stipulated in the Special Conditions, in case of longer assignments such as construction management, training or operational support, the Consultant shall draw up quarterly reports, and following the conclusion of the Services draw up a final report covering the entire Completion Period. The reports shall include a comparison of targeted and actual values for the planned activities; the progress of construction; developments in the time frame; financial developments; and information on any problems and identification of possible solutions.

The Consultant shall inform the Employer promptly of all extraordinary circumstances that arise during the performance of the services and of all matters requiring KfW’s approval.

Furthermore, the Consultant shall, upon request, supply the Employer with information in connection with the Services.
STAFFING

The Consultant shall employ the staff specified in Annex 5 [Staffing Schedule] to implement performance of the Services. The list of designated key staff and any changes to it shall require the prior written approval of the Employer and KfW.

The Employer may require the Consultant to terminate the contract of, or replace, any staff member who fails to meet the requirements or violates Paragraph 1.13 [Conduct]. Any such demand must be submitted in writing to the Consultant stating the reasons for it.

If staff employed by the Consultant need to be replaced, the Consultant shall ensure that the staff member in question is replaced promptly by an individual who possesses at least equivalent qualifications.

If any one of the Consultant’s staff falls ill for more than one month and this jeopardises the performance of this Contract by the Consultant, the Consultant shall replace this staff member with another staff member who possesses at least equivalent qualifications.

Staff shall only be replaced after prior approval by the Employer, such approval not to be unreasonably withheld. The exchange, replacement, or planned dispensation of replacement (as exception to existing rules) of key staff specified by name shall require the prior approval of KfW.

If the Consultant must terminate the contract of, or replace, any staff during the Contract period, the costs thus accrued shall be borne by the Consultant, except where staff are removed or replaced at the Employer’s request. In this case, the Employer shall meet the costs of replacing the staff member, unless the staff member in question does not meet the requirements or has violated Paragraph 1.13 [Conduct].

CONTACT PERSON OF THE CONSULTANT

The Consultant shall appoint for the exercise of all rights and obligations arising from this Contract a natural person as its contact person for the Employer under this Contract.

The Consultant shall specify and provide respective contact data to the Employer and KfW for an individual at the Consultant’s place of business.
who can be reached at any time in cases of emergency or crisis as well as a deputy of the Consultant. The Consultant shall notify the Employer and KfW without delay of any change of elected person or their contact data.

INDEPENDENCE OF THE CONSULTANT

The Consultant undertakes that neither the Consultant nor any enterprise associated with the Consultant shall bid for the Project as manufacturer, supplier, or building contractor. This prohibition also applies to any bidding for any further consulting services, insofar as such consulting services might lead to a restriction of competition or a conflict of interests. Any violation of this stipulation may lead to the immediate cancellation of this Contract and require the reimbursement of any and all costs incurred by the Employer up to the time of such violation as well as compensation for any and all losses and damages incurred by the Employer as a result of such cancellation.
Commencement, Completion, Amendment and Termination of the Services

**COMMENCEMENT AND COMPLETION**

The Consultant shall begin performing the Services on the prescribed date on which execution of the Contract shall take place, but not earlier than and without undue delay after the Contract has come into force. The Consultant shall deliver the Services in accordance with the time schedule in Annex 7 [Time Schedule for the Performance of the Services], and shall complete the Services within the Completion Period, subject to any further extensions to this Contract.

In relation to optional services (if any), the Consultant shall commence delivery of the optional services not earlier than upon receipt of notification from the Employer, subject to the Employer having received KfW’s prior consent.

Any change to the time schedule in Annex 7 [Time Schedule for the Performance of the Services] due to a reasonable request by either party shall be mutually agreed upon in writing.

**PENALITIES FOR DELAY**

If the Consultant fails to perform any of the Services under this Contract within the requisite time period, for reasons he must warrant, the Employer shall, unless the Special Conditions include a derogation, be authorised to inflict a penalty of 0.5% of the Order Value for every week of delay, subject to a cap of 8% of the Order Value. Beyond such penalty, the Employer may not bring any further claims arising from the delay in the performance of the Services. The right of termination shall remain unaffected.

**AMENDED SERVICES**

Subject to the prior consent of KfW, the Employer shall be entitled to require an amendment of the Contract (amended or additional services or amended deadlines/periods for execution – “amended services”).
In this case, the Agreed Remuneration and the Completion Period shall be adjusted accordingly by mutual agreement of the parties. The Consultant shall submit proposals for performance of and remuneration for the amended services.

The Consultant shall execute the amended services if the Employer agrees, in writing, to the remuneration proposal. If the parties do not agree on the remuneration proposal within three months of the Consultant commencing delivery of the Services, the entitlement to remuneration shall be treated as a dispute under Article 8 [Disputes and Arbitration Procedure].

**IMPEDIMENT**

If the performance of the Services is impeded or delayed by the Employer or the Employer’s contractual partners (“impediment”) such that the impediment leads to an increase in the costs, the scope or the duration of the Services, the Consultant shall immediately notify the Employer of the circumstances and the possible consequences.

If an impediment falls within the sphere of risk of the Employer or if the impediment is caused by the Employer through intent or gross negligence, the Consultant shall be entitled to reimbursement of the costs incurred by it as a result of the impediment, subject to these costs being evidenced.

**FORCE MAJEURE**

In the event of Force Majeure, the contractual obligations, as far as affected by such event, shall be suspended for as long as performance remains impossible due to the Force Majeure, provided that one party to the Contract receives notification of the Force Majeure event from the other party within two weeks after its occurrence. Any and all liability of the Consultant for damages arising due to its absence caused by the Force Majeure is excluded.

In the event of Force Majeure, the Consultant shall be entitled to an extension of the Contract equal to the delay caused by such Force Majeure. If the performance of the Services is rendered permanently impossible by the Force Majeure, or if the Force Majeure event lasts for longer than
180 days, both parties to this Contract shall be entitled to terminate the Contract.

In case of suspension or termination of the Contract due to Force Majeure, the Services performed up to the time of the Force Majeure and all necessary expenditure (which is evidenced) of the Consultant arising from the discontinuing of the Services shall be invoiced on the basis of contractual prices. Neither party shall make any further claims.

### SUSPENSION OR TERMINATION

The Employer may, with the prior consent of KfW, fully or partially suspend the Services or terminate this Contract after serving written notice of at least 30 days. In this event, the Consultant must immediately take all measures necessary to ensure that the Services are discontinued and the expenditure minimised. The Consultant shall hand over all reports, drafts and documents to be drawn up by the date in question to the Employer. If the suspension lasts longer than 180 days the Consultant may terminate the Contract. In case of termination Paragraph 4.5.3 [Force majeure] shall apply mutatis mutandis.

If the Consultant fails to meet its contractual obligations without sufficient reason; in accordance with the Contract; or on time, the Employer may serve a notice upon the Consultant and request it to duly perform its Services. If the Consultant fails to remedy the performance deficit within a period of 21 days of having been called upon to do so by the Employer, the Employer shall be entitled, after this period has elapsed, to terminate the Contract by written notice.

The Consultant may terminate this Contract if any amounts due and payable to it under this Contract have not been paid within 60 days after the receipt of the corresponding invoice, as long as the Consultant has given the Employer a written reminder within a period of 30 days after the initial 60 day deadline has passed and the Employer does not pay the due amounts within a further period of 30 days after this notice.

If the termination of the Contract is not due to a default on the part of the Consultant, the Consultant shall be entitled to demand the Agreed Remuneration. The Consultant must, however, mitigate its loss and deduct any proceeds of such mitigation, which shall include (i) any remuneration paid to
the Consultant working on other projects during the time the Consultant was scheduled to work on the Project (ii) any remuneration that the Consultant would have earned working on other projects during the time the Consultant was scheduled to work on the Project, but which the Consultant has not received as a result of the Consultant’s wilful actions or omissions.

If the termination of the Contract is due to a default on the part of the Consultant, the Consultant shall be entitled to demand the Agreed Remuneration for the Services performed until the date of termination but not yet remunerated. The Employer shall be entitled to demand compensation for the direct damages caused by the default.

CORRUPTION AND FRAUD

If it is proven that the Consultant has breached Paragraph 1.14 [Corruption and fraud], the Employer may, notwithstanding the various punishments or other sanctions to which the Consultant is subject according to the law of the country or any other legal system, terminate this Contract in writing. The Employer may also terminate this Contract in writing if the Declaration of Undertaking submitted by the Consultant in conjunction with its bid is untrue.

RIGHTS AND OBLIGATIONS OF THE PARTIES IN CASE OF TERMINATION

Termination of the Contract shall not prejudice or affect the rights, claims or obligations of the parties until the date on which the cancellation takes effect.
Remuneration

REMUNERATION OF THE CONSULTANT

The Consultant shall receive the remuneration agreed in the Special Conditions for performing the Services owed under this Contract, subject to the conditions listed therein and the conditions below. Annex 8 [Statement of Costs] contains a detailed list of conditions.

TERMS OF PAYMENT

Except where otherwise agreed in the Special Conditions, the Employer shall pay the Consultant’s remuneration as follows:

Advance payment, due within 30 days of execution of this Contract upon presentation of an invoice.

The instalments shall be paid upon presentation of corresponding invoices with a maximum of one payment per quarter. The first invoice for the first instalment shall be presented, at the earliest, 3 months after the contractually agreed commencement of the Services. The Employer shall have the right to suspend payment of instalments at any stage in the event of substantial deviations from the time schedule and/or insufficient performance on the part of the Consultant. This right shall also apply to payments which are not based on output-related evidence of performance. If the payment of instalments is suspended, the Employer must proceed in accordance with Paragraph 5.6 [Objections to Invoices].

The final payment shall be made after the Services have been performed in full and confirmation had been provided by the Employer and KfW to that Consultant.

Only in cases of agency contracts: the Consultant’s invoices shall be addressed to the Employer “c/o KfW”. KfW shall receive the original invoice. A copy of the invoice shall be sent to the Employer directly. The original final invoice is to be
addressed to the Employer, and KfW will receive a copy.

Any guarantees shall be in the form set out in Annexes 10 and 11 and shall always be provided as bank guarantees made out to the Employer as beneficiary. They must be acceptable to the Employer and KfW. The original of the guarantee shall be sent to the Employer, with a copy, together with a confirmation of delivery of the original, to be sent to KfW.

METHOD OF PAYMENT

Payment shall be made according to the conditions set out in the Special Conditions.

PRICE ADJUSTMENT

Except where agreed otherwise in the Special Conditions, the following conditions shall apply with respect to prices. The prices specified in Annex 8 [Statement of Costs] shall apply to the Completion Period specified in the Special Conditions and for a period of 3 months thereafter. After this date, prices may be adjusted if the official level of prices and wages in the Consultant’s country of origin (Foreign Currency costs) or in the Employer’s country (Local Currency costs) has increased, as measured using the base indices specified in the Special Conditions, and this is proven by the Consultant. The following formula shall be used to calculate this:

\[ P_n = P_o \cdot (0.15 + 0.85 \cdot \frac{L_n}{L_o}) \]

Where:
- \( P_n \) = revised price,
- \( P_o \) = base price,
- \( L_n \) = revised index,
- \( L_o \) = base index.

The price will not be calculated until publication of the final price index.

Except where otherwise agreed in writing, the Consultant shall only be entitled to remuneration for special services if the services are amended pursuant to Paragraph 4.3 [Amended Services].

PAYMENT DEADLINE

Except in relation to advance payment and where otherwise stated in the Special conditions, payment shall be made within 60 days of presentation of a verifiable invoice by the Consultant to the Employer.

If the Employer does not make the payment within the period set out in Paragraph 5.5 [Payment Deadline], except where the Employer has raised an objection pursuant to Paragraph 5.6 [Objection to Invoices], the Consultant shall be paid compensation at the rate agreed in the Special Conditions. This shall be calculated on a daily basis from the date on which the invoice fell due in the currency agreed. The agreed compensation shall satisfy all the Consultant’s claims arising from the Employer’s delay.

OBJECTION TO INVOICES

Should the Employer object to the whole or part of an invoice of the Consultant, the Employer shall notify the Consultant of its intention to withhold payment and shall state the reasons why. If the Employer objects only to a part of the invoice, it shall pay that part of the invoice to which it has not objected within the period specified in Paragraph 5.5 [Payment Deadline].

AUDITING

For services or part services that are not remunerated on a lump-sum basis, the Consultant shall be obliged to maintain up-to-date records that meet professional standards and that clearly and systematically indicate the services provided and the time and expense involved. The Consultant shall permit the Employer and KfW to audit these records at any time and make copies of them during the term of the Contract.

CURRENCY

The Special Conditions shall indicate the currency applicable to the Contract.
Liability

LIABILITY OF THE
CONSULTANT FOR BREACHES
OF CONTRACT FOR WHICH HE
IS RESPONSIBLE

The Consultant shall be liable to the Employer for verifiably culpable breaches of its contractual obligations, particularly breaches of Article 3 [The Consultant]. The liability of the Consultant shall be limited to the respective insurance sum, insofar as this is higher than the Order Value. Otherwise the liability of the Consultant shall be limited to the Order Value. This shall not affect the liability for premeditation and gross negligence.

LIABILITY OF THE
CONSULTANT FOR SUB-
CONTRACTORS

The Consultant shall also be liable for the Services provided by a sub-contractor pursuant to Paragraph 1.9 [Assignment and Sub-contracting].

PERIOD OF LIABILITY

The Consultant’s liability shall terminate on the date of the acceptance of the Services and in the event the Contract does not provide for acceptance of the Services, on the date of performance of the contractually agreed Services in full, unless a different point of time is provided in the Special Conditions.

LIABILITY FOR
CONSEQUENTIAL DAMAGE

Liability for consequential damage is excluded.

LIABILITY OF THE EMPLOYER

The Employer shall be liable for verifiably culpable breaches of its contractual obligations, particularly breaches of Paragraph 2 [The Employer].
The Consultant shall take out insurance for the period of the Contract, on the terms specified in the Special Conditions, including, but not limited to, the following:

- professional liability insurance;
- personal liability insurance;
- equipment insurance covering loss of or physical damage to all equipment acquired, used, provided or paid for by the Employer within the context of this Contract; and
- motor vehicle third party liability insurance and motor vehicle comprehensive insurance for the vehicles acquired in connection with this Contract.

The costs incurred in connection with the insurance specified in Paragraph 7.1.1 [Insurance Against Liability and Damages] shall be fully compensated by the Agreed Remuneration.
Disputes and Arbitration Procedure

AMICABLE SETTLEMENT

Should a dispute arise from or in connection with this Contract, the representatives of the parties authorised to settle disputes shall, within 21 days of one party submitting a written request to the other party, endeavour in good faith to settle the dispute amicably.

MEDIATION

If an amicable settlement cannot be reached within a period of 3 months after the written request pursuant to Paragraph 8.1 [Amicable Settlement], the parties may, insofar as both sides agree, attempt to settle the dispute in accordance with the Special Conditions by way of mediation prior to initiating arbitral proceedings. Notwithstanding this, the parties may agree to begin mediation immediately. Unless the parties agree otherwise within a period of 14 days, either party may require that the mediator is appointed by the institution named in the Special Conditions.

Mediation shall begin no later than 21 days after the mediator has been appointed. The mediation process shall be implemented in accordance with the procedure selected by the appointed mediator.

All negotiations and talks held in the course of mediation shall be treated confidentially, unless they are concluded in a written, legally binding contract.

If the parties accept the recommendations of the mediator or agree to settle the dispute another way, the agreement reached shall be recorded in writing and signed by the representatives of the parties.

If the dispute is not settled within 3 months after the mediator has been appointed, the dispute shall be settled by way of the arbitration procedure pursuant to Paragraph 8.3 [Arbitration Procedure].
If the parties do not reach amicable agreement pursuant to Paragraph 8.1 [Amicable settlement] or by way of mediation pursuant to Paragraph 8.2 [Mediation], the dispute shall finally and exclusively be settled – except where otherwise stipulated in the Special Conditions – in accordance with the Rules of Conciliation and Arbitration of the International Chamber of Commerce in Paris by one or several arbitrators appointed in accordance with the Rules. The place of arbitration and the language of the arbitration procedure shall be stipulated in the Special Conditions.
Special Conditions

Ad Article 1: General Provisions

Ad 1.1: Definitions

“Completion Period”: The completion period shall be [●].

“Force majeure”: Force majeure

Ad 1.4: Communication

The language for notices, instructions, reports and other messages shall be [●].

Ad 1.5: Notices

Address of the Employer
Postal address [●]
Email: [●]
Phone: [●]
Fax: [●]

Address of the Consultant
Postal address
Ad 1.6: Law and language

The language(s) of the Contract shall be [●].

[The prevailing contractual language shall be [●].]

The law governing this Contract shall be [●].

Ad 1.10: Rights to the results of work, copyright

[●]

Ad 1.15: Reimbursements

Account details of the Employer’s special account for reimbursements in Local Currency: [●]

Ad Article 2: The Employer

Ad 2.2: Decisions/cooperation
Decisions/cooperative actions\(^9\) of the Employer pursuant to Paragraph 2.2 [Decisions/cooperation] must be taken/ performed at the latest within [●] days/weeks.

**Ad 2.4:** Taxes\(^{10}\)

The contractual parties agree on the following provisions regarding taxes and levies [●] [Clarification is required for the taxes/levies that may need to be paid or reimbursed (if applicable, differentiated according to e.g. sales/value added tax, corporate tax, other taxes/levies etc.). The applicable provisions should be mentioned in the tender offer.]

**Ad 2.6:** Contact person of the Employer

The Employer's contact person shall be [●].

The Employer's deputy shall be [●].

**Ad Article 3:** The Consultant

**Ad 3.3:** Due diligence

[●]

**Ad 3.4:** Reporting

[●] Indicate nature, scope and frequency of reports, including a final report, throughout the period of the Contract.

**Ad 3.6.1:** The Consultant's contact person for handling of the Contract

The Consultant's contact person for handling of the Contract shall be [●].

Contact details [●].

The deputy shall be [●].

Contact details [●].

**Ad 3.6.2:** The Consultant's contact person for cases of emergency or crisis

The Consultant's contact person for cases of emergency or crisis shall be [●].

Contact details [●].
The deputy shall be [●].

Contact details [●].

**Ad Article 5: Remuneration**

**Ad 5.1.1: Remuneration**

For the services to be rendered by the Consultant under this Contract the Employer shall pay the sum of

[●] in [● currency]

(“Order Value”).

The Order Value is composed of:

- Fixed fee: [●] in [● currency]
- Ancillary expenses lump sum: [●] in [● currency]
- [Ancillary expenses upon proof] [●] in [● currency]

[The Order Value is exclusive of the following options not commissioned:]

Option [●] in [● currency]

**Annex 8** [Statement of Costs] contains a detailed statement of costs.
Ad 5.2: Terms of payment

The Consultant's remuneration shall be paid against presentation of an invoice, indicating the BMZ-No. (KfW-Reference No., see § 1.1. Definitions “Project”), as follows:

- [●] EUR advance payment. [●] possible stipulation on the advance payment guarantee\textsuperscript{14}
- [●] EUR instalments\textsuperscript{15}
- [●] EUR as the final payment\textsuperscript{16}
- [●] possible stipulation on the retention guarantee\textsuperscript{17}.

Ad 5.3: Method of payment

[●]

Ad 5.4.1: Price adjustment

Base index foreign currency costs:

Base index local currency costs: [●]

Ad 5.5: Payment deadline

Agreed compensation for overdue payments pursuant to Paragraph 5.5 [Payment Deadline]: [●] per cent per year, in relation to the outstanding amount.

Ad 5.8: Currency

The applicable currency for the Contract shall be [●].

Ad Article 6: Liability

Ad 6.3: Period of liability

The Consultant's liability shall terminate \textsuperscript{18} [●].

Ad Article 7: Insurance
The insurance [●] shall be taken out by the Consultant, the insurance [●] by the Employer. [N.B.: Complete as appropriate to the case in hand. Please indicate here the sums insured and the maximum number of claims per year (maximisation).]

Ad Article 8: Disputes and Arbitration Procedure

Ad 8.2: Mediation

The mediator shall be appointed by [●] and the appointment shall be binding for the parties¹⁹.

The costs of the mediation and of the mediator’s services shall be shared equally between the parties.

Ad 8.3: Arbitration Procedure

The place of arbitration shall be [●].

The language of the arbitration procedure shall be [●].

(Place, date)

________________________________________  __________________________________________
(for the Employer)  (for the Consultant)
# List of Annexes

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<th>Title</th>
</tr>
</thead>
<tbody>
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<td>Minutes of Negotiations</td>
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<td>3</td>
<td>Terms of Reference plus Tender Documents</td>
</tr>
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<td>4</td>
<td>Guidelines for the Assignment of Consultants in Financial Co-operation with Developing Countries (in the version valid on the date the bid was submitted)</td>
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<td>Staffing Schedule</td>
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<td>Equipment and Furnishings provided by the Employer and Third-party Services Commissioned by the Employer</td>
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<td>7</td>
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<td>Statement of Costs</td>
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<td>11</td>
<td>Model Retention Guarantee</td>
</tr>
</tbody>
</table>

If one or several of the Annexes should not be necessary in the actual Contract, to preserve the integrity of the references please retain the numbering of the Annexes and insert the words “not applicable” in the relevant Annexes.
Declaration of Undertaking

We underscore the importance of a free, fair and competitive contracting procedure that precludes abusive practices. In this respect we have neither offered nor granted directly or indirectly any inadmissible incentives to any public servant or other person nor accepted such incentives in connection with our bid, nor will we offer or grant or accept any such incentives or conditions in the present tendering process or, in the event that we are awarded the contract, in the subsequent execution of the contract. We also declare that no conflict of interest exists in the meaning of the kind described in the corresponding Guidelines.

We also underscore the importance of adhering to environmental and social standards in the implementation of the Project. We undertake to comply with applicable labour laws and the Core Labour Standards of the International Labour Organization (ILO) as well as national and applicable international standards of environmental protection and health and safety standards.

We will inform our staff of their respective obligations and of their obligation to fulfil this Declaration of Undertaking and to obey the laws of the country of [●] (name of country).

We also declare that our company/all members of the consortium has/have not been included in the list of sanctions of the United Nations, nor of the EU, nor of the German Government, nor in any other list of sanctions and affirm that our company/all members of the consortium will immediately inform the client and KfW if this situation occurs at a later stage.

We acknowledge that, in the event that our company (or a member of the consortium) is added to a list of sanctions that is legally binding on the client and/or KfW, the client shall be entitled to exclude us/the consortium or, if the contract is awarded to our company/the consortium, to immediately cancel such contract if the statements made in the Declaration of Undertaking were objectively false or the reason for exclusion from the tender procedure occurs after the Declaration of Undertaking has been issued.

...........................................................................................................................................
(Place) ........................................ (Date) .................................. (Name of company)
...........................................................................................................................................
(Signature(s))
Minutes of Negotiations$^{20}$
Terms of Reference plus Tender Documents
Guidelines for the Assignment of Consultants in Financial Co-operation with Partner Countries

(in the version valid on the date the bid was submitted)
Staffing Schedule

(pursuant to the Consultant's Bid; where applicable in the version subsequently negotiated)
Equipment and Furnishings to be provided by the Employer and Third-party Services Commissioned by the Employer
Time Schedule for Delivery of the Services

(pursuant to the Consultant’s Bid; where applicable in the version subsequently negotiated)
Annex 7
Statement of Costs

(pursuant to the Consultant's Bid; where applicable in the version subsequently negotiated)
The Consultant’s Bid
Model Advance Payment Guarantee

Address of guarantor bank: …

Address of beneficiary (client): …

On ............................................ you concluded with (name and full address) ...............................................................

........................................... (“Contractor”) a Contract for ............................................................... (Project, object of the 

Contract) at a price of ...............................................................

According to the provisions of the contract, the Contractor receives an advance payment in the amount of ...............................................................

............................................................ equalling ........................................... % of the contract value, as an advance payment.

We, the undersigned ............................................................... (bank), waiving all objections and defences under the aforementioned Contract, hereby irrevocably and independently guarantee to pay on your first written demand any amount advanced to the Contractor up to a total of ...............................................................

............................................................... (in words ............................................................)

against your written declaration that the Contractor has failed to perform the aforementioned Contract.

This guarantee shall come into force as soon as the advance payment has been credited to the account of the Contractor. This guarantee shall be automatically reduced pro rata in accordance with the payments performed.

In the event of any claim under this guarantee, payment shall be effected to KfW, Frankfurt am Main, BIC: KFWIDEFF, account IBAN: DE53 5002 0400 3800 0000 00, for account of (client/project executing agency/purchaser).

This guarantee shall expire not later than ............

by which date we must have received any claims by letter or coded telecommunication.

It is understood that you will return this guarantee to us on expiry or after settlement of the total amount to be claimed hereunder.
Model Retention Guarantee

Address of guarantor bank: …

Address of beneficiary (client): …

On ............................................. you concluded with (name and full address) ..........................................................................................

According to the provisions of the Contract, the Contractor receives the amount of ………………………………………………………………………………
equalling ………………………………% of the Contract value, as a final payment.

We, the undersigned …………………………………………………………………………………………….. (bank),
waiving all objections and defences under the aforementioned contract, hereby irrevocably
and independently guarantee to pay on your first written demand an amount up to a total of …………………………………………………………………
(in words …………………………………………)

against your written declaration that the Contractor has failed to perform the aforementioned
contract.

In the event of any claim under this guarantee, payment shall be effected to KfW, Frankfurt
am Main, BIC: KFWIDEFF, account IBAN: DE53 5002 0400 3800 0000 00, for account of
(client/project executing agency/purchaser).

This guarantee shall expire not later than ............................................................
by which date we must have received any claims by letter or coded telecommunication.

It is understood that you will return this guarantee to us on expiry or after settlement of the
total amount to be claimed hereunder.

Place, date Guarantor
Part III. Shortlisting Report
1. Information regarding the Call for Expressions of Interest (EOI)

1.1 Reference number: AAA/000•00 00

1.2 Acquisition type and category: Services of Category A

1.3 Tender Title: Tender Title

1.4 Published budget: Amount of published budget and currency

1.5 Validation of the Call for EOIs: Certificate VAL/XX/xxxx_xxx dated dd.mm.yyyy
   (See Annex I - Certificate of Validation of the EOI)

1.6 Publication on ACB’s website: As from dd.mm.yyyy

1.7 Publication in international press: Name of newspaper, place and date of publication or N/A
   (See Annex II - Copy of the published advert)

1.8 Publication in national press: Name of newspaper, place and date of publication or N/A
   (See Annex II - Copy of published advert)

1.9 Clarifications or corrections: N/A or number of issued addenda
   (See Annex III - Copy of issued addenda)

1.10 Deadline for submission of EOI: Date, time and place

1.11 Preparation period: Number of days

1.12 Place for submission of EOI: Full address, City, Country

1.13 Maximum number of candidates to be Shortlisted: Number (usually eight)

1.14 Number of companies/entities having requested the EOI Document: Number

1.15 Number of EOI received and registered by the deadline for submission: Number

2. Shortlist Selection Committee

2.1 Date and place of the Committee: Date and place (address)

2.2 Composition of the Selection Committee:

   • Chair: Name, position, institution;
   • Secretary: Name, position, institution;
   • Evaluator 1: Name, position, institution;
   • Evaluator 2: Name, position, institution;
2.3 National Counterpart Representative: Name and position

2.4 ACB Representative: Name and position

2.5 Observer: None or Name and position

2.6 In closed session, the Chair reminded the Shortlist Selection Committee of the applicable evaluation procedure and made sure that all members of the Committee were acquainted with the selection criteria contained in the EOI Document. Thereafter, all members of the Committee were asked to sign the Declaration of Impartiality and Confidentiality. (See Annex IV - Declaration of Impartiality and Confidentiality)

3. **Administrative compliance of the EOIs received**

3.1 The EOIs were distributed among the Committee’s members.

The EOIs were submitted by the following entities:
(See Annex V - Administrative compliance of the EOIs received)

<table>
<thead>
<tr>
<th>Candidate</th>
<th>Retained for evaluation as per selection criteria (Y/N)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Name</td>
<td></td>
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<tr>
<td>Association members: N/A or give names below</td>
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<tr>
<td>Name</td>
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<td>Name</td>
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<td>Name</td>
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<td>2. Name</td>
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<td>Association members: N/A or give names below</td>
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<td>Name</td>
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<td>Association members: N/A or give names below</td>
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<td>Name</td>
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<td>Name</td>
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<tr>
<td>4. Etc.</td>
<td></td>
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<td>Association members: N/A or give names below</td>
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<td>Name</td>
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<td>Name</td>
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</tr>
<tr>
<td>Name</td>
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</tr>
</tbody>
</table>

4. **Evaluation of the EOIs according to the selection criteria**

4.1 The Committee, in plenary session, has proceeded with the evaluation of the EOI in accordance with the selection criteria contained in the EOI Document. The findings and results are given in
the Common Evaluation Grid.
(See Annex VI - Common Evaluation Grid signed by the Committee)

4.2 The following applications were found to be non-compliant and are thus not recommended to be included on the Shortlist:

- Name of the candidate / association;
  State here the non-compliances found...
- Name of the candidate / association;
  State here the non-compliances found...
- Name of the candidate / association;
  State here the non-compliances found...

4.3 The following candidates / associations are recommended to be retained on the Shortlist:

- Name of the candidate / association;
- Name of the candidate / association;
- Name of the candidate / association;

Note: please provide explanations on the use of the preference criterion if applicable.

5. Closing of the non-public Shortlist Selection Committee session

5.1 The Chair announced that once the Shortlist Selection Report established, it shall be transmitted to ACB for validation.

5.2 The Chair reminded that the Shortlist Selection Report is for official use only and must not be divulged to candidates nor to any party outside the authorised departments.

5.3 After this, the Chair closed the session.

Done in place, on date

<table>
<thead>
<tr>
<th>Name, position, institution</th>
<th>Signature</th>
<th>Function</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name, position, institution</td>
<td></td>
<td>Chair</td>
</tr>
<tr>
<td>Name, position, institution</td>
<td></td>
<td>Secretary</td>
</tr>
<tr>
<td>Name, position, institution</td>
<td></td>
<td>Evaluator 1</td>
</tr>
<tr>
<td>Name, position, institution</td>
<td></td>
<td>Evaluator 2</td>
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<tr>
<td>Name, position, institution</td>
<td></td>
<td>Evaluator 3</td>
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</table>

Annexes to the Shortlist Selection Report:

I. Certificate of Validation of the Call for EOIs
II. Copy of the published Advert(s)
III. Copy of issued Clarifications / Addenda
IV. Declaration of Impartiality and Confidentiality
V. Administrative Compliance of the EOI received
VI. Common Evaluation Grid by the Committee
(Please insert all adverts, whether they’ve been published in the national, regional or international press.)
APPENDIX III
Copy of issued Clarifications / Addenda

If none, indicate N/A.
German Financial Cooperation with the ASEAN Centre for Biodiversity
(ACB) KfW Reference No.: BMZ 2011 66545

Small Grants Programme by the ASEAN Centre for Biodiversity
“ASEAN Heritage Parks Small Grants” (SGP/AHP)
Project SGP/IDR/000

JOINT DECLARATION OF IMPARTIALITY AND CONFIDENTIALITY
SHORTLIST SELECTION COMMITTEE
CALL FOR EXPRESSIONS OF INTEREST: AAA/000•00 000

I, the undersigned, having been nominated as member of the Shortlist Selection Committee for the Call for Expressions of Interest (EOI) AAA/000•00 000 for the acquisition of Services pertaining to <Tender Title>, hereby declare that I have no direct or indirect links with any of the candidates, whether individuals or members of a consortium, who have replied to the Call for EOIs.

I confirm that, should I discover during the course of the evaluation that such link exists, I will declare this immediately and resign from the Selection Committee.

I understand that if such link is known to me and I have neglected to declare it, ACB may have to decide to cancel this current Call for EOIs and I may be exposed to liabilities.

I will evaluate the EOIs in an independent manner, to my best professional knowledge and experience and expressing my personal views only.

I also undertake not to disclose to anybody outside the Selection Committee information about the evaluation and the results of this Call for EOI.

<table>
<thead>
<tr>
<th>NAME</th>
<th>POSITION</th>
<th>SIGNATURE</th>
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</thead>
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<tr>
<td>SECRETARY</td>
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<td>EVALUATORS</td>
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<tr>
<td>OBSERVERS</td>
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</table>

Done in place on date
**APPENDIX V**  
Administrative Compliance of the EOI received

<table>
<thead>
<tr>
<th>Title of the Tender:</th>
<th>Tender Title</th>
<th>Number of lots:</th>
<th>N/A or number</th>
<th>Reference: SGP/&lt;IDR&gt;&lt;MMR&gt; • 15 001</th>
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<table>
<thead>
<tr>
<th>Name of the candidate (Association leader in case of an association) - Country</th>
<th>Other members of the association if applicable - Country</th>
<th>Selection criterion 1: Legal status (private/public/NGO)</th>
<th>Eligibility (Y/N)</th>
<th>EOI received by deadline? (Y/N)</th>
<th>Application form duly completed? (Y/N)</th>
<th>Comments</th>
<th>Retained for evaluation as per selection criteria (Y/N)</th>
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<td>Etc.</td>
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**Shortlist Selection Committee**

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<thead>
<tr>
<th>Name and function</th>
<th>Name and function</th>
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</thead>
</table>

**Signatures**
### APPENDIX VI
Common Evaluation Grid by the Committee

<table>
<thead>
<tr>
<th>Title of the Tender:</th>
<th>Tender Title</th>
<th>Number of lots:</th>
<th>N/A or number</th>
<th>Reference:</th>
<th>SGP/&lt;IDR&gt;/&lt;MMR &gt; • 15 001</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of the candidate (group leader in case of association)</td>
<td>Selection criterion 2 Economic &amp; financial capacity</td>
<td>Selection criterion 3 Staff capacity</td>
<td>Selection criterion 4 Technical capacity</td>
<td>Preference criterion (if more than eight candidates compliant to all selection criteria)</td>
<td>Comments</td>
</tr>
<tr>
<td>1</td>
<td>Indicate the candidate’s capacity and decide if compliant or not.</td>
<td>Indicate the candidate’s capacity and decide if compliant or not.</td>
<td>Indicate the candidate’s main references (or reference numbers in its application form) and decide if compliant or not.</td>
<td>N/A or indicate if the candidate is very strong, strong, medium or poor on the preference criterion (compared to other candidates).</td>
<td></td>
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<tr>
<td>2</td>
<td></td>
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<td>3</td>
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<tr>
<td>Etc.</td>
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<table>
<thead>
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<th>Shortlist Selection Committee</th>
<th>Name and function</th>
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<th>Name and function</th>
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<tbody>
<tr>
<td>Signatures</td>
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<tr>
<td>Date</td>
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</tbody>
</table>
SGP PROGRAMME MANAGEMENT MANUAL
ANNEX 12: MONITORING AND EVALUATION
SGP PROGRAMME MANAGEMENT MANUAL

ANNEX 13: REPORTING

ANNEX 13.0: QUARTERLY PROGRESS REPORT FORMAT
ANNEX 13.1: GRANT COMPLETION REPORT FORMAT
FORMAT FOR TECHNICAL PROGRESS REPORT (Quarterly)

<table>
<thead>
<tr>
<th>Organization Legal Name:</th>
<th></th>
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<tbody>
<tr>
<td>Grant Number:</td>
<td></td>
</tr>
<tr>
<td>Grant Title:</td>
<td></td>
</tr>
<tr>
<td>Date of Report:</td>
<td></td>
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<tr>
<td>Report Author and Contact</td>
<td></td>
</tr>
<tr>
<td>Information:</td>
<td></td>
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<tr>
<td>SGP Country:</td>
<td></td>
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<tr>
<td>Eligible AHP:</td>
<td></td>
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<tr>
<td>Thematic Orientation:</td>
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<tr>
<td>Grant Amount:</td>
<td></td>
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<tr>
<td>Grant Dates:</td>
<td></td>
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</tbody>
</table>

I. EXECUTIVE SUMMARY TO DATE - briefly describe activities and results to date

II. OBJECTIVES OF THE PROJECT – as indicated in the Project Proposal

III. IMPLEMENTING AGENCY AND PARTNERS – as indicated in the Project proposal

IV. PROJECT PROGRESS REVIEW PERIOD – indicate the period by which the Progress Report covers (3 months)

V. DESCRIPTION OF PROJECT SITE – briefly describe the AHP site, and the specific villages / communities where the project is being implemented

VI. PROGRESS ACHIEVED TO DATE - with reference to the Detailed Plan of Operations, report on the progress of each activity in relation to the logical framework

VII. ESSENTIAL FINDINGS – in relation to the previous item, highlight the results and outcomes of the activities that were conducted

VIII. PROJECT DEVELOPMENT TABLE - Complete the project development table for the period being reported by indicating percentage of accomplishment of indicators/products; add any new activities and their indicators that may have resulted from the period of review

IX. PROBLEMS ENCOUNTERED AND SOLUTIONS RENDERED (PROJECT MANAGEMENT DECISIONS) – indicate any problems that were encountered that may have prevented achieving the planned accomplishments or results, and how such problems may also affect related activities and progress of the project; describe how these were resolved, or how these will be addressed in case no solution was arrived at the time of reporting

X. RECOMMENDATIONS – provide general recommendation to the current review period

XI. PROJECT PLANS IN THE NEXT REPORTING PERIOD – with reference to the plan of operations, indicate the activities that will be conducted in the next three months
XII. ANNEXES
   a. ACTIVITY COST MILESTONE PLAN (adjusted)
   b. WORKPLAN (adjusted)
   c. OTHER SUPPLEMENTARY DOCUMENTS
**Grant Closure**

At Grant completion, all grantees will be required to submit a Final Grant Completion Report. ACB AHP small grants will be closed upon verification that all deliverables have been completed, all progress, financial, and audit reports have been reviewed and approved and that the total grant amount has been reconciled. Reconciliation includes verification that all advances have been accounted for, the final payment has been issued, and any unspent funds have been returned and credited back to the portfolio for future grants. After the grant is closed, ACB (the Grant Authority) will officially notify the grantee in a Certificate of Acceptance that the grant is complete, final technical and financial reports and all deliverables are approved. If applicable, the final payment or refund request will be processed at this time. Any unused funds received by the grantees should be refunded to the nominated ACB Account, and subtracted from the reported eligible expenditures. These funds are then available for other grants.
ACB SMALL GRANTS PROGRAMME – GRANT COMPLETION REPORT

PART 1. PROJECT DETAILS

<table>
<thead>
<tr>
<th>Organization Legal Name:</th>
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<tr>
<td>Grant Number:</td>
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<td>Grant Title:</td>
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<td>Date of Report:</td>
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<td>Report Author and Contact Information:</td>
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<td>SGP Country:</td>
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<td>Thematic Orientation:</td>
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<td>Grant Amount:</td>
<td></td>
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<tr>
<td>Grant Dates:</td>
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</table>

PART 2. CONSERVATION AND LIVELIHOOD IMPACT

Please state the grant’s objectives and indicators

Please explain/describe how your Grant has (1) contributed to the AHP’s conservation effort (as stated in the approved proposal and in relation to the PA Management Plan); and (2) AHP’s livelihood effort (as stated in the approved proposal)

Please summarize the overall results/impact of your Grant as the combination of conservation and livelihood effort:

Planned Long-term Impacts - 3+ years:

Actual Progress toward Long-term Impacts at Completion:
Planned Short-term Impacts - 1 to 3 years (as stated in the approved proposal):

Actual Progress toward Short-term Impacts at Completion:

Please provide the following quantitative information where relevant:

Hectares Protected:
Species Conserved:
Corridors Created:
Households participated:

Describe the success or challenges of the Grant toward achieving its short-term and long-term impact objectives.

Were there any unexpected impacts (positive or negative)?

PART 3. GRANT COMPONENTS

Please report on results by Grant component. Reporting should reference specific products/deliverables from the approved Grant design and other relevant information.

Component 1: Planned v/s Actual at completion
Component 2: Planned v/s Actual at completion
Etc.
ANNEX 13.1

Were any components unrealized? If so, how has this affected the overall impact of the Grant?

Please describe and submit (electronically if possible) any tools, products, or methodologies that resulted from this Grant or contributed to the results.

PART 4. LESSONS LEARNED

Describe any lessons learned during the design and implementation of the Grant, as well as any related to organizational development and capacity building. Consider lessons that would inform Grants designed or implemented by your organization or others, as well as lessons that might be considered by the global conservation community.

Grant Design Process: (aspects of the Grant design that contributed to its success/shortcomings)

Grant Implementation: (aspects of the Grant execution that contributed to its success/shortcomings)

Other lessons learned relevant for regional context of AHPs (i.e. best practices):

PART 5. ADDITIONAL FUNDING

Provide details of any additional funding that supported this Grant and any funding secured for the AHP, organization, or the region, as a result of the ACB SGP investment in this Grant.

<table>
<thead>
<tr>
<th>Donor</th>
<th>Type of Funding</th>
<th>Amount</th>
<th>Notes</th>
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</table>

Please use for Additional funding the following categories:

A Grant co-financing (Other donors or your organization contribute to the direct costs of this Grant project)
ANNEX 13.1

B Grantee and Partner leveraging (Other donors contribute to your organization or a partner organization as a direct result of successes with this ACB Grant.)

C Regional/Portfolio leveraging (Other donors make larger investments in an AHP or the region because of ACB SGP investment or successes related to this Grant.)

PART 6. SUSTAINABILITY / REPLICABILITY

Summarize the success or challenge in achieving planned sustainability or replicability of Grant components or results.

Summarize any unplanned sustainability or replicability achieved.

PART 7. ADDITIONAL COMMENTS AND RECOMMENDATIONS

PART 8. FINANCIAL ANALYSIS

<table>
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<th>Planned Expenditure</th>
<th>Actual Expenditure</th>
<th>Variance</th>
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<td>Total Grant Amount</td>
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<tr>
<td>Other Contributions</td>
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<tr>
<td>Date Final Invoice Sent:</td>
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<tr>
<td>Date Final Payment Received</td>
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<tr>
<td>Overall Budget Difference + or -</td>
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Any Comments on Financial Outcome:

Attach a detailed breakdown of the project budget including: Planned expenditures, Actual expenditures and the Variances.

PART 9. PROJECT COMPLETION CHECK LIST

Tick the relevant box and provide the date of completion/accept
### DOCUMENT SUBMITTED

<table>
<thead>
<tr>
<th>DOCUMENT SUBMITTED</th>
<th>TICK BOX</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Final Report</td>
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<tr>
<td>Financial Completion Report (including the budget proposal, financial summary, financial report and attachments):</td>
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<tr>
<td>Additional Output Documents attached, i.e. List of Participants, Agenda, Programme of Activities, Proceedings/Summary Record, Operational Manuals, etc.</td>
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</table>

### PART 10. FOR THE GRANT AUTHORITY

**Project Assessment**

*Provide assessment on the performance of the project implementation and proponent / grantee.*

---

**Herewith, I declare that all of the documents are in order:**

<table>
<thead>
<tr>
<th>ACB SGP Coordinator:</th>
<th>Signature</th>
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<tbody>
<tr>
<td>Name:</td>
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