
MEMORANDUM OF AGREEMENT

AMONG

KOREA FOREST SERVICE, REPUBLIC OF KOREA

AND

MALAYSIAN FORESTRY RESEARCH AND DEVELOPMENT BOARD, MALAYSIA

AND

ROYAL FOREST DEPARTMENT, THAILAND

**FOR IMPLEMENTATION OF ASEAN-ROK FOREST COOPERATION PROJECT:
“DOMESTICATION OF ENDANGERED, ENDEMIC AND THREATENED PLANT
SPECIES IN DISTURBED TERRESTRIAL ECOSYSTEM IN MALAYSIA AND
THAILAND”**



MEMORANDUM OF AGREEMENT

ARTICLES	CONTENTS	PAGES
1	DEFINITION AND INTERPRETATION	4
2	THE INTRODUCTION	6
3	COMMENCEMENT, COMPLETION AND EXTENSION OF TIME	6
4	GOALS AND OBJECTIVES	6
5	PURPOSE	7
6	GENERAL CONDITION 6.1 FUNDS 6.2 INTELLECTUAL PROPERTY RIGHTS 6.3 PUBLICATION 6.4 PERSONNEL 6.5 AFOCO MEMORANDUM	7
7	SUSPENSION	8
8	TERMINATION	8
9	FORCE MAJUERE	9
10	CONFIDENTIALITY OF INFORMATION	9
11	REPORTING	10
12	AUDITING REQUIREMENT	11
13	TRUST ACCOUNT	11
14	TERMS OF PAYMENT	11
15	SETTLEMENT OF DISPUTES	11
16	AMENDMENTS	12
17	GOVERNING LAW	12
	SCHEDULE 1	
	SCHEDULE 2	

This **MEMORANDUM OF AGREEMENT** is made on the _____ day of _____ 2016 (hereinafter referred to as this “Memorandum”)

AMONG

KOREA FOREST SERVICE, a government agency of Republic of Korea and having its office at Government Complex-Daejeon, Building 1, 189 Cheongsu-Ro, Seo-gu, Daejeon, REPUBLIC OF KOREA (hereinafter referred to as “KFS”) of the first part;

AND

MALAYSIAN FORESTRY RESEARCH AND DEVELOPMENT BOARD a statutory body corporate established under the Malaysian Forestry Research and Development Board Act 1985 [Act 319] and having its principal place of business at Forest Research Institute Malaysia, 52109, Kepong, State of Selangor Darul Ehsan, MALAYSIA (hereinafter referred to as the “Board”) of the other part;

AND

ROYAL FOREST DEPARTMENT OF THAILAND, a government agency of Kingdom of Thailand, and having its office at Royal Forest Department, 61, Phaholyothin Road, Chatuchak, Bangkok, 10900, THAILAND (hereinafter will be referred to as “RFD”) of the other part;

WHEREAS:

- A. **WHEREAS** KFS is a government agency from the Republic of Korea, which is responsible for implementation of forestry activities and is willing to provide support in terms of funding for the implementation of all activities under this Memorandum.
- B. **WHEREAS** the Board is a statutory body corporate under the purview of Ministry of Natural Resources and Environment. Forest Research Institute Malaysia (hereinafter referred to as “FRIM”) was established by the Board to carry its functions in the research and development and has, among others the technical resource and technical expertise in relation to forestry management, forestry products and any other forestry related matters.
- C. **WHEREAS** RFD is a government agency from Kingdom of Thailand, which is responsible for conservation, preservation, protection, maintenance, promotion, enrichment and measures concerning national forest operation, logging, collecting forest products, utilization of forest land and other concerned forestry and forest industrial activities, in accordance with rules, regulations and relevant laws that aim to enhance public participation, in order to aggravate both national economic values and people life qualities.
- D. **WHEREAS** under this Memorandum, KFS has identified the Board and RFD to carry out certain activities under the ASEAN-ROK Forestry Cooperation

programme and for this purpose, KFS shall provide a sum of One Million and Two Hundred Thousand United States Dollar (USD1,200,000) only to both the Board and RFD to carry out the identified activities in accordance with Project Document under Schedule 1 of this Memorandum.

E. **WHEREAS** this Memorandum among the Parties was aimed to strengthen regional cooperation between Malaysia and Thailand with the support from the Republic of Korea to focus on biodiversity conservation, domestication and eco-tourism through pilot testing, workshops on best practices and, technology transfer and capacity development.

NOW THIS MEMORANDUM WITNESSETH as follows:-

**ARTICLE 1
DEFINITION AND INTERPRETATION**

1.1 DEFINITION

In this Memorandum, the following words and expressions shall have the meanings assigned to them below unless the context, subject matter or content is inconsistent or contrary with such meanings:

“Memorandum”	means this Memorandum together with all Schedules hereto as may be amended or supplemented from time to time as agreed by all the Parties;
“Date of Commencement”	shall be the date this Memorandum commences;
“Date of Completion”	shall be the date this Memorandum completes;
“Intellectual Property Rights”	means all rights in and to trade secret, copyright, trademarks, confidential information, patents, know-how, related rights as well as moral rights and similar rights of any type under the law of any governmental authority, domestic or foreign or such similar rights;
“Milestones”	means any stage of research or technological development as prescribed in the Schedule 1
“Project Document”	all activities as prescribed in the Schedule 1
“Operating Guidelines”	basic conditions of service, entitlements, and obligations of project personnel as well as fund management procedure to be applied in carrying out the activities of the project as prescribed in Schedule 2

1.2 INTERPRETATION

Unless the context of this Memorandum otherwise requires:-

- (a) Words denoting the singular number shall include the plural number and vice-versa;
- (b) Words denoting the masculine gender shall include the feminine and neuter genders and vice-versa;
- (c) Words denoting natural persons shall include bodies corporate and unincorporated;
- (d) Reference to Articles and Schedules are to Articles and Schedules to this Memorandum;
- (e) Reference to any legislation or to any provision of legislation shall include any modification or re-enactment of that legislation or any legislative provision substituted for, and all regulations and statutory instruments issued under such legislation or provision;
- (f) Headings to the Articles and Schedules of this Memorandum are inserted for convenience only and shall not affect the construction or interpretation of this Memorandum;
- (g) Where a word or a phrase is defined, other parts of speech and grammatical forms of that word or phrase shall have corresponding meanings;
- (h) Reference to any party to this Memorandum or any other Memorandum or instrument shall include that party's successors-in-title and permitted assigns;
- (i) References to any Memorandum or instrument shall include references to such Memorandum or instrument as amended, novated, supplemented, varied or replaced from time to time;
- (j) References to United States Dollar or "USD" shall be taken as referring to amounts in United States currency;
- (k) No rule of construction or interpretation shall apply to prejudice the interest of the party preparing this Memorandum;
- (l) The Schedules hereto shall be incorporated by reference herein and shall form an integral part of this Memorandum; and
- (m) In the event of any conflict or discrepancy between the terms and conditions as set out or referred to in any of the Schedules to this Memorandum and any of the foregoing terms and conditions in this Memorandum, the terms and conditions of this Memorandum shall

prevail for the purposes of interpretation and enforcement of this Memorandum.

ARTICLE 2 THE INTRODUCTION

The KFS through the ASEAN-Korea Forest Cooperation Secretariat (hereinafter referred to as the "Secretariat") will make available to the Board and RFD a financial contribution in the amount of One Million and Two Hundred Thousand United States Dollar (USD1,200,000) (hereinafter referred to as the "Fund") for the implementation of "ASEAN-ROK Forest Cooperation Project: **Domestication Of Endangered Endemic And Threatened Plant Species In Disturbed Terrestrial Ecosystem In Malaysia And Thailand**" (hereinafter referred to as the "Project"). The Project will be implemented under the framework of the Agreement between the Governments of the Member States of the Association of Southeast Asian Nations and the Republic of Korea on Forest Cooperation (hereinafter referred to as the "AFoCo Agreement") signed on 18th November 2011 and entered into force on 5th August 2012 and further extended to 4th August 2016.

ARTICLE 3 COMMENCEMENT, COMPLETION AND EXTENSION OF TIME

3.1 This Memorandum shall be effective for a period of **six (6) years** and valid from April 2016 (hereinafter referred to as the "Date of Commencement") until March 2022 (hereinafter referred to as the "Date of Completion").

3.2 An extension of time may be agreed by all Parties upon and shall be notified to each other at least three (3) months before the Date of the Completion of this Memorandum.

ARTICLE 4 GOALS & OBJECTIVES

4.1 The Board and RFD hereby agree to undertake all activities upon the terms and conditions of this Memorandum for the following Goal and Objectives:-

a) **Goals**

Establishment of domestication models for red-list species in both degraded ecosystems in six (6) years, develop knowledge based biodiversity and environmental management, and transfer technologies to stakeholders.

b) **Objectives**

The Project Objectives can be categorised into three sections according to period of implementation based on the duration of six (6) years of this Memorandum:-

i) To domesticate national red-list species in both countries;

- ii) To strengthen cooperation between Malaysia-Thailand on conservation of biodiversity, domestication techniques and technology transfer; and
- iii) To exchange knowledge and lessons learned on best practices of rehabilitation and biodiversity conservation.

ARTICLE 5 PURPOSE

5.1 The Funds under this Memorandum shall be used for the activities as stated in Article 4.1 (b) and in the attached Schedule 1 entitled "Project Document".

5.2 The background, the terms of reference, Operating Guidelines, the inputs to be provided by all Parties if any, the budget of the activities and the monitoring/certifying arrangement are given in detail in the attached Schedule 1 entitled "Project Document" and Schedule 2 entitled "Operating Guidelines", which constitute an integral part of this Memorandum.

ARTICLE 6 GENERAL CONDITIONS

FUNDS

6.1 Funds transferred by the Secretariat under this Memorandum are to be used by both the Board and RFD exclusively for the implementation of the activities identified in the Project Document. Any remaining fund shall be returned / refund to the Secretariat upon the completion of the last activity of the Project.

INTELLECTUAL PROPERTY RIGHTS

6.2 All Intellectual Property Rights in the work to be performed under this Memorandum shall be jointly owned by Malaysia, Thailand and the Republic of Korea respectively in accordance with the provision under Paragraph 3, Article VIII of AFoCo Agreement. This provision shall survive the expiration or termination of the AFoCo Agreement.

PUBLICATION

6.3 For publication or any other medium, proper acknowledgement of support shall be included after confirmation with the Secretariat on the acknowledgement text.

PERSONNEL

6.4 The Personnel assigned under this Memorandum for the operation of the activities shall not be entitled to any privilege, immunity, compensation or reimbursement by KFS.

PROVISIONS UNDER AFoCo AGREEMENT

6.5 The present Memorandum shall be governed by the provisions of the AFoCo Agreement. In accordance with the provisions under Article XIV of the AFoCo Agreement, the termination of AFoCo Agreement shall not affect the on-going implementation of this Memorandum.

ARTICLE 7 SUSPENSION

7.1 Any Parties under this Memorandum may invoke their rights to suspend the performance of any obligation under this Memorandum upon the occurrence of any of the following events:-

- (i) Force majeure event; or
- (ii) By written notice from any Party to the Secretariat requesting that the Project to be suspended for a certain period of time stating the reason (s) for such suspension.

7.2 Secretariat may, at any time following a suspension ordered pursuant to paragraph (ii) above, give notice to the Party to continue with the performance of the relevant part or all parts of the Project as the case may be.

7.3 The Party invoking the Suspension under this Article shall, pursuant to paragraph (ii) above, give notice to the Secretariat to continue with their performance of the relevant part or all parts of the Project as the case may be.

ARTICLE 8 TERMINATION

8.1 If the continued implementation of the Project under this Memorandum becomes impossible or impractical this Memorandum can be terminated only as agreed by all Parties by written notice to this effect.

8.2 In the event of any Party's non-compliance or partial compliance with the terms of this Memorandum, it shall refund to the Secretariat any payment already received in respect of activities that have not been performed by any Party to a standard considered acceptable to the Secretariat.

8.3 Subject to Article 8.1 of this Agreement, In the event one Party's withdrawal from performing their obligation under this Agreement, the other Party shall not be responsible for any failure of the project due to the withdrawal of the other Party.

ARTICLE 9 FORCE MAJUERE

9.1 No Party hereto shall be liable in any manner for failure to perform or delay in performing all or any part of this Memorandum which is directly or indirectly due to any cause or circumstances beyond the control of such party, including, without limitation, the acts of God, fire, flood, storms, earthquake, typhoon, tidal wave, plague or other epidemics, governmental laws, orders, regulations sanctions or restrictions, war, acts of terrorism, armed conflict or the serious threat of the same, hostilities mobilization, blockade, embargo detention, revolution, riot, looting, lockout, strike or other labour dispute, unavailability of transportation or severe economic dislocation.

9.2 In the event a Party claiming relief by reason of Force Majeure the said Party shall:

- (i) as soon as practicable give notice to the other Party of the event or circumstance alleged to constitute an event of Force Majeure, which notice shall include full information about the event or circumstance and provide statement of the steps and the time estimated to be necessary to remove such failure;
- (ii) take all reasonable practicable steps to rectify the event or circumstance causing the failure and to minimise the damage, loss whatsoever; and
- (iii) give notice of the resumption of the performance under this Memorandum.

9.3 A Party claiming relief from its obligations by reason of Force Majeure, wholly or in part shall be relieved of its obligations under this Memorandum to the extent only for as long as the occurrence or circumstance constituting the event of Force Majeure continues and without prejudice to the payment of monies then due or to give any notice which may be required under this Memorandum.

9.4 Where the event(s) constituting the event of Force Majeure continues for a period of more than three (3) weeks but less than six (6) weeks, the Parties hereto shall consult each other on any remedial action that may be taken to alleviate any hardship on both Parties.

9.5 Where the event of Force Majeure continues for a period of more than ninety (90) days then the Parties shall negotiate alternative arrangement to continue the Project. Failing agreement within sixty (60) days, any shall be at liberty to end their obligation under this Memorandum.

ARTICLE 10 CONFIDENTIALITY OF INFORMATION

10.1 Subject to Article 10.2, this Memorandum and all documents, including reports, plans, charts, graphs and tables prepared by any Party in the performance of their duties and all data and information made available to and collated by the Parties

shall be strictly confidential and under no circumstances shall the Parties divulge the documents, data and the information to any third person or party directly or indirectly. All such documents, data and information shall not be used for purposes other than the activities rendered from this Memorandum.

10.2 The confidentiality obligation contained in the Article 10, shall not apply to information:

- (i) which has come into the public domain otherwise than through the default of any Party;
- (ii) to be used by any Party which such Party has provided to the other Party under this Memorandum or which was already in the possession of such Party prior to the negotiations or the execution of this Memorandum;
- (iii) disclosure of which is agreed by the Parties;
- (iv) which is properly available to the public or disclosed or divulged pursuant to an order of a court of competent jurisdiction;
- (v) which any of the Parties may be required to disclose pursuant to applicable law or to any regulations or guidelines;
- (vi) notwithstanding Article 10.1, any Party may disclose such confidential information to its directors, officers, employees, financial institutions and professional advisers provided that it is on a need to know basis and that such person undertakes to maintain the confidentiality obligations under this Memorandum;
- (vii) the obligations under this Article shall survive the termination of this Memorandum; or
- (viii) no advertisement relating to the acceptance of any tender shall be published in any newspaper, magazines, journals, or other advertising medium without the prior approval of the other Party.

ARTICLE 11 REPORTING

11.1 For the successful implementation of the Project, an independent project monitoring team will be organized by the Secretariat to assess and evaluate the Project as and when required.

11.2 The Board and RFD shall submit an annual report to the Secretariat (including financial statement) designated under this Memorandum at the end of each AFoCo fiscal year.

11.3 The Board and RFD shall submit the completion report to the Secretariat within three (3) months, following the completion of the last activity of the Project.

11.4 All documents and reports shall be prepared in English language.

ARTICLE 12 AUDITING REQUIREMENT

12.1 The Board and RFD shall submit to the Secretariat, a final audited statement of accounts and an itemized "statement of expenditures" certified by an independent auditor or a similar third party auditor, once in every two (2) years.

12.2 The Board and RFD shall maintain supporting documentation showing the utilization of funds under this Memorandum and all other documentation and records related to the activities for a period of five (5) years following the completion of the activities, during which period, the Secretariat or a person designated by the Secretariat shall have the right to review or audit the relevant records.

ARTICLE 13 TRUST ACCOUNT

13.1 The Board and RFD shall each open a Trust Account for the purpose of management and operation activities of the funds given under this Memorandum.

13.2 The management of such Trust Accounts shall be in accordance with the relevant laws applicable at the material time at each national jurisdiction of the Parties.

ARTICLE 14 TERMS OF PAYMENT

14.1 For the execution of the activities under this Memorandum, subject to Article 6.1, the Secretariat shall transfer the fund, every six (6) months to both the Board and RFD in accordance with the Budget Plan and Arrangement stated in the Project Document.

14.2 The payment shall be made upon the recommendation by the Board and RFD every six (6) months.

14.3 The Secretariat shall remit the above-mentioned payments in accordance with the banking instructions provided by both the Board and RFD.

ARTICLE 15 SETTLEMENT OF DISPUTES

15.1 Any difference or dispute among the Parties concerning the interpretation and/or implementation and/or application of any provisions of this Memorandum shall

be settled amicably through mutual consultation and/or negotiation among the Parties, without reference to any third party or international tribunal.

15.2 Any Parties, upon failure of settlement under Article 15.1 above, reserve the right to pursue legal action against the other Parties in accordance with the local jurisdiction of the injured Parties.

ARTICLE 16 AMENDMENTS

No amendment of any of the provision of this Memorandum shall be effective unless made by mutual consent and made in writing especially referring to this Memorandum and duly signed by the Parties.

ARTICLE 17 GOVERNING LAW

This Memorandum shall be governed by and construed in accordance with the laws of each implementing country.

Signed on behalf of Korea Forest Service:

Signature:

Date:

Dr. KIM, Yongkwan

Position: Director General
Affiliation: International Cooperation Bureau, Korea Forest Service
Address: Government Complex-Daejeon Bldg. 1, 189 Cheongs-a-ro, Seo-gu
Daejeon Metropolitan City, Republic of Korea, 150-874

Signed on behalf of the Board:

Signature:

Date:

Dato' Dr. Abd. Latif bin Mohmod

Position: Director General
Affiliation: Forest Research Institute Malaysia
Address: 52109 Kepong, Selangor Darul Ehsan, Malaysia

Signed on behalf of the RFD:

Signature:

Date:

Mr. Chonlatid Suraswadi

Position: Director General
Affiliation: Royal Forest Department, Thailand
Address: 61, Phaholyothin Road, Chatuchak, Bangkok 10900

PROJECT DOCUMENT

Project Title: Domestication of Endangered, Endemic and Threaten Plant Species in Disturbed Terrestrial Ecosystems in Malaysia and Thailand

Project Summary: Malaysia and Thailand are a mega-biodiversity landscape and the rapid development and changes of climate had inevitably caused degradation of terrestrial ecosystems. The problem of forest degradation and potential biodiversity loss is critical and Malaysia and Thailand are addressing the problems through research and development activities. Domestication of endangered, endemic and threaten species (EETS) is one of the effective approaches to conserve the germplasm. The Malaysia-Thailand project aims to strengthen bilateral cooperation between the two nations focused on biodiversity conservation, domestication and eco-tourism through pilot testing, workshops on best practices and technology transfer and capacity development.

Proponent: Malaysia

Implementing Body: Forest Research Institute Malaysia, Royal Forest Department of Thailand

1. Rationale

a. Project Context and Justification-:

National red-list plant species and IUCN species that are classified in any categories of endemic, endangered and threaten species will be domesticated in both countries. Domestication can be carried out through rehabilitation degraded landscape include rehabilitating strategic degraded sites as in disturbed forests and problematic soils. To further strengthen the capacity building of Malaysia-Thailand, regional workshops of best practices of technology transfer and capacity development will be organized by both countries.

b. Relationship to other Activities-:

Background

A collaborative partnership between ASEAN and the Republic of Korea (ROK) in the field of environment especially forestry leads to the initiation of ASEAN-Korea Environmental Cooperation Project in August 2000, and about a year later, the project was also extended to Malaysia. Forest Research Institute Malaysia (FRIM) was the national coordinating agency and remains so till to-date. A total of USD 292,000 was channelled to FRIM to implement the project since the last 12 years. The ROK in 2011 has initiated another ASEAN-Korea cooperation project on forestry which funded USD100,000 for individual cooperation project to be implemented at national level. The Forestry Branch of NRE is the national coordinating agency. NRE had appointed FRIM and Forestry Department of Peninsular Malaysia (FDPM) to implement two sub-projects with the total budget of USD100,000. The R&D project and Training Program each with a budget of USD50,000 were implemented by FRIM and FDPM, respectively.

Major Achievements-:

A total number of 53 publications comprising annual reports, proceedings, journal, books and serial publication were published by AKECOP Malaysia. AKECOP Malaysia had organized three national and international seminars and trained 40 participants from ASEAN countries in the 12 years regional cooperation. The ROK via AKECOP also sponsored 1 PhD candidate and provided three post-graduate thesis support of USD1,000 each to Malaysia. In addition, rehabilitated and forward to restoration of an ex-tin mine project site is established through R&D activities supported by the cooperation. The project site is now known as the first Tin Tailings Afforestation Centre in the world.

2. Project Information

a. Guiding Principles -:

Throughout the project implementation, key principle employed is Adoption, Implementation and Monitoring (AIM) approach. Established domestication technologies shall be adopted and implemented to rehabilitate the disturbed ecosystems in two disturbed sites and planted areas shall be monitored according to scientific methods and a proper documentation system shall be employed and be audited.

b. Regionality-:

Forests and biodiversity degradation are mostly controlled under Malaysia-Thailand's good governance and forestry practices but disturbed sites in the early years need to be rehabilitated and enriched with the national red-list and IUCN species (Chua *et al.*, 2010, Chen 2004). According to the IUCN List of Threatened Plants (Walter & Gillett 1998), Thailand has 27 endangered (EN), 21 vulnerable (VU) and 33 rare (R) species but it is probable that these figures are greatly underestimated due to the lack of data on many plant groups. 12 to 30 species of the endangered, endemic and rare tree species from the list stated in the Appendix I and Appendix II shall be domesticated in this project. Biodiversity conservation through domestication in each disturbed sites involving collaborating in activities between Malaysia-Thailand scientists in two disturbed terrestrial ecosystems can also be used for the training and technology transferred for ASEAN member countries.

c. Participation-:

Malaysia and Thailand will be participating in the project.

d. Beneficiaries and stakeholders-:

Forestry officials, local people, local community, private sectors and research institution are key stakeholders to be involved in the project.

3. Goals, Objectives and Outputs

a. Goals-:

Establishment of domestication models for red-list species in both degraded ecosystems in six (6) years, developed knowledge based biodiversity and environmental management, and technologies transferred to stakeholders.

b. Objectives:-

The project objectives can be categorized into three sections according to period of implementation:-

Intermediate objectives (6 years)

- To domesticate national red-list species in both countries
- To strengthen cooperation between Malaysia-Thailand on conservation of biodiversity, domestication techniques and technology transfer.
- To exchange knowledge and lessons learned on best practice of rehabilitation and biodiversity conservation.

Long-term objective (10 years)

- To enhance capacity of Malaysia-Thailand in reclamation rehabilitation and restoration of degraded forest ecosystems through domestication of EETS, exchange of expertise and capacity development.

c. Outputs/Deliverables:-

- At least 2 to 5 species of EETS shall be domesticated per year through the cooperation between Malaysia-Thailand.
- Country report of the project is documented and shared through regional workshops.
- Capacity building through short-term training course, internship programme, and publications.

4. Work Plan and Staffing Plan

a. Indicative Work Plan:-

The Project methodology will involve selection and establishment of pilot project sites. Survey and documentation of biodiversity will be undertaken in the three problematic soils. Potential sustainable forest management models and methods of promoting sustainable management within the pilot sites will be formulated. Finally, the pilot sites shall be used for training and technology transfer among ASEAN countries, through national and regional workshops, inter-country visits, and publication (Table 1).

Table 1: Work Plan of Malaysia and Thailand (2016-2022)

Activities	Timeline	Responsible Person/body	Outputs	Remarks
Permanent Domestication Plots (2016-2022)				
a.1 Site selection Planting sites in denuded and disturbed forest b. List of EETS for the	Year 1	Malaysia, Thailand	A project site in both countries that is perpetually used for as the demonstration	Planting to be done in denuded and disturbed sites

Activities	Timeline	Responsible Person/body	Outputs	Remarks
domestication be provided			model in domestication of EETS.	
a.3 Site preparation, planting stock, planting, tending, monitoring	Years 1-6	Malaysia, Thailand	Domestication of germplasm conservation plots established that contained at least 12 to 30 species IUCN or National Red-list species	Domestication plots covering 12 ha will be established for the period of the project (6 years x 2 ha/year = 12 ha)
a.4 Documentation of biophysical site properties, planting techniques and assessment of growth	Years 1-6	Malaysia, Thailand	Report of study	
B. Workshops				
b.1 Domestication of EETS in Thailand- Malaysia Annual Regional Seminar on Conservation of Biodiversity jointly organized by Malaysia-Thailand-Korea shall be completed and an annual country report shall be presented.	Years 1-6	Malaysia, Thailand	Country Report	
Progress report on domestication of EETS		Malaysia, Thailand	Progress Report	
C. Technology transfer and capacity development				
c.1 Cross visit The project leaders shall visit ASEAN countries for best practices in sustainable forestry especially on conservation of biodiversity practices	Years 1-6	Project leaders and members of AFoCo Secretariat	Report on cross visit	
c.2 Knowledge transfer	Years 1-6	Malaysia, Thailand	Publication and website	

5. Management and Implementation Arrangements

a. Management Arrangements-:

The domestication of EETS is led by Malaysia, and the coordinating agency is Ministry of Natural Resources and Environment. FRIM is the implementing agency of the cooperation. The focal agency in Thailand is Royal Forest Department (RFD). RFD will be fully responsible for the coordination and implementation of the activities in Thailand. Regional workshops shall be hosted in both countries. Rehabilitation experts from the ROK, Malaysia and Thailand shall take part in technology transfer, and expertise exchange programme. The budget plan is as stated in Table 2.

b. Implementation Arrangements-:

The national workshop will involve related stakeholders from government agencies, private sectors, NGO, local organization, and local people. Resource persons from national and international institution will take part in regional workshops. The cross visit, knowledge transfer/consultancy are cross cutting activities among ASEAN Member States and some experts from the ROK.

c. Monitoring and Evaluation-:

For the successful implementation of the project, an independent project monitoring team will be organized by the ASEAN-Korea Forest Cooperation Secretariat to assess and evaluate the project, as and when required. An assessment and evaluation report will be submitted for consideration of the Governing Council.

d. Reporting-:

The present status of the project will be reported by implementing bodies to the AFoCo Secretariat. Malaysia and Thailand shall submit to the AFoCo Secretariat i) an annual report at the end of each AFoCo fiscal year and ii) an audited statement of accounts every two (2) years as at the end of March of 2018, 2020 and 2022. A completion report and a final audited statement of accounts and an itemized "statement of expenditures" shall be submitted to the AFoCo Secretariat within three (3) months following the completion of the last activity of the Project.

6. Budget plan and arrangements

a) Budget Plan:-

Table 2: Budget plan for Malaysia and Thailand (2016-2022)

Activity YEAR	MALAYSIA	THAILAND										
A1. Site characterization	2016-2017		2017-2018		2018-2019		2019-2020		2020-2021		2021-2022	
A1.1 Site Selection												
A1.2 GPS mapping	3000	3000	1600	1600								
A1.3 Producing Site Locality Map	300	300	300	300	300	300	300	300	300	300	300	300
A1.4 Food allowances	3150	3150	4200	4200	3200	3200	2100	2100	2100	2100	2100	2100
A1.5 Hotel allowances	3150	3150	4165	4165	3165	3165	2100	2100	2100	2100	2100	2100
A1.6 Transportation claims	4000	4000	4000	4000	4000	4000	2400	2400	2400	2400	2400	2400
A.2 Procurement of EETS												
A2.1. Purchase of seedlings or saplings	15000	15000	15000	15000	15000	15000	15000	15000	15000	15000	15000	15000
A2.2 Food allowances	630	630	630	630	630	630	630	630	630	630	630	630
A2.3 Hotel/lodging allowances	630	630	630	530	630	630	630	630	630	630	630	630
A2.4 Transportation claims	1800	1800	1800	1800	1800	1800	1800	1800	1800	1800	1800	1800
A.3 Establishment of Model plots												
A3.1. Site preparation	5000	5000	5000	5000	5000	5000	5000	5000	5000	5000	5000	5000
A3.2 Planting & Tending	9000	9000	9000	9000	9000	9000	9000	9000	9000	9000	9000	9000
A3.3 Tending of 2016-2017 planting	0	0	3600	3600	3600	3600	3600	3600	3600	3600	3600	3600
A3.4 Tending of 2017-2018 planting	0	0	0	0	3600	3600	3600	3600	3600	3600	3600	3600
A3.5 Tending of 2018-2019 planting	0	0	0	0	0	0	3600	3600	3600	3600	3600	3600
A3.6 Tending of 2019-2020 planting	0	0	0	0	0	0	0	0	3600	3600	3600	3600
A3.7 Monitoring of site preparation, planting and tending	2100	2100	2100	2100	2100	2100	2100	2100	2100	2100	2100	2100
A3.8 Hotel/lodging	2065	2065	2065	2065	2065	2065	2065	2065	2065	2065	2065	2065
A3.9 Transportation claims	3000	3000	2700	2700	2700	2700	2700	2700	2700	2700	2700	2700
A.4 Documentation of Site Properties												
A4.1 Biophysical Properties	5000	5000	4265	4265	4265	4265	4265	4265	2765	2765	2765	2765

Activity YEAR	MALAYSIA	THAILAND										
A4.2 Assessment of growth	2000	2000	500	500	500	500	300	300	300	300	300	300
A 4.3. Food allowances	2100	2100	1400	1400	1400	1400	1400	1400	1400	1400	1400	1400
A4.4 Hotel/lodging allowance	2065	2065	1400	1400	1400	1400	1400	1400	1400	1400	1400	1400
A4.5 Transportation claims	3000	3000	3000	300	3000	3000	3000	3000	3000	3000	3000	3000
B. Regional workshop												
B1.1. Domestication of EETS in ASEAN countries	14000	14000	14000	14000	14000	14000	14000	14000	14000	14000	14000	12000
B1.2 Miscellaneous	670	670	305	1000	1005	1005	470	670	470	470	470	170
C. Technology transfer and capacity development												
C.1 Cross visits	10200	10200	10800	10800	12000	12000	10800	10800	10800	10800	10800	10800
C.2. Knowledge and technology transfer	2200	2200	2200	2500	2200	2200	2200	2200	2200	2200	2200	
D. Local Operation												
D.1. External Auditing	0	0	4000	0	0	0	0	4000	0	0	4500	0
D.2. Attending overseas meetings	2640	2640	2640	2640	2640	2640	2640	2640	2640	2640	2640	2640
D.3 Inception Meeting	2500	2500	0	0	0	0	0	0	0	0	0	0
D.4 Annual Report	300	300	300	300	300	300	300	300	300	300	300	300
D.5. Miscellaneous	500	500	500	2105	500	500	500	500	500	500	500	500
Subtotal	100000	100000	102100	97900	100000	100000	97900	102100	100000	100000	104500	95500
Grand Total (MALAYSIA + THAILAND)	200000											

b) In-kind contribution:-

i) Indicative in-kind contribution by Malaysia

Outputs / Key Activities	Budget by year (US\$)						Total (US\$)
	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022	
INDIRECT COST/SUPPORT TO OPERATIONS							
Office space (headquarter and project site)	3600	3600	3600	3600	3600	3600	21600
Electricity use (for office and project site)	1200	1200	1200	1200	1200	1200	7200
Water (for office and laboratories)	1200	1200	1200	1200	1200	1200	7200
Land for reclamation areas (based on current market price)	404645	404645	404645	404645	404645	404645	2427870
Telephone and Internet	600	600	600	600	600	600	3600
Salary for project personnel	80000	80000	80000	80000	80000	80000	480000
Total	491245	491245	491245	491245	491245	491245	2947470

ii) Indicative in-kind contribution by Thailand

Outputs / Key Activities	Budget by year (US\$)						Total (US\$)
	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022	
INDIRECT COST/SUPPORT TO OPERATIONS							
Office space (headquarter and project site)	5000	5000	5000	5000	5000	5000	30000
Electricity use (for office and project site)	1500	1500	1500	1500	1500	1500	9000
Water (for office and laboratories)	1500	1500	1500	1500	1500	1500	9000
Land for reclamation areas (based on current market price)	150000	150000	150000	150000	150000	150000	900000
Telephone and Internet (for 10 officers)	3600	3600	3600	3600	3600	3600	21600
Salary for project personnel (20 officers salary averaged of 1,300 \$ per person with 5 % promotion per year)	26000	27300	28665	30098	31603	33183	176849
Total	187600	188900	190265	191698	193203	194783	1146449

7. Support Information

a. Sustainability:-

Derived from implementation and outcome of rehabilitation and restoration models via domestication approach, the strong commitment of Malaysia-Thailand in conservation of biodiversity and rehabilitation as well as the full involvement of local people participation and national institutions will ensure the project sustainability. Regional workshops will strengthen collaborative management among ASEAN countries on sustainable biodiversity conservation through sustainable forest management, rehabilitation and restoration of degraded ecosystems using national red-list species and IUCN species.

b. Potential Risks and Mitigation Strategy:-

The implementation of regional project might be affected by some potential risks of national policies and illegal use of the project sites. The mitigation strategies are to ensure the land for planting site is under the control of the implementing agencies.

c. Potential Gender, Environmental and Social Impacts:-

The project will create employment and capacity building for all gender and creeds. The project will develop models for rehabilitation of degraded lands.

d. Possible Follow-up Projects:-

In order to achieve long term objectives of the project, the extension of the project especially in maintaining the plots will be supported by the future organization of AFoCO.

8. Attachments

The lists of potential tree species for domestication in Malaysia and Thailand are attached as Appendix I and Appendix II. The maps of both project sites for biodiversity survey and location of domestication model plots, and the ownership documentation shall be provided. The proposed study sites shall be located in Tin Tailings Afforestation Centre (TTAC), Bidor, Malaysia and Takua Pa Experimental Site (TPES), Thailand, respectively. Both TTAC and TPES are established on ex-tin mines.

9. References

- Chen, H.K. 2004. A Malaysian assessment of a world list of threatened trees. Traffic Southeast Asia. 59p.
- Chua, L.S.L, M. Suhaida, M. Hamidah & L.G. Saw. 2010. Research Pamphlet No. 129. Malaysia Red List. Peninsular Malaysia Dipterocarpaceae. 210p.
- Pooma, R., S. Suddee, V. Chamchumroon, N. Koonkhunthod, K. Phattarahirankanok, S. Sirimongkol and M. Poopath. 2005. A preliminary Check-List of Threatened Plants in Thailand. National Park Wildlife and Plant Conservation Department, Bangkok.
- Pooma, R. 2008. Rare plants of Thailand. Chumnunsahakornkankaset of Thailand Press. Bangkok.
- Thawatchai Santisuk. 1994. Endemic and rare plants of Thailand. Chumnunsahakornkankaset of Thailand Press. Bangkok.

- Thawatchai Santisuk. 2005. Endemic and rare plants of Thailand. 2nd Edition. Chumnunsahakornkankaset of Thailand Press. Bangkok.
- Thawatchai Santisuk, Kongkanda Chayamarit, Rachun Pooma and Somran Suddee. 2006 Thailand Red Data Plants. Office of Natural Resources and Environmental Policy and Planning. ONEP Biodiversity Series Volume 17.
- Trisurat Yongyut, Rob Akemade and Eric Arets. 2009. Project forest tree distributions and adaptation to climate change in northern Thailand. *Journal of Ecology and Natural Environment* 1(3): 55-63.
- Walter, K.S. and Gillett, H.J. (Eds.) (1998) IUCN Red List of Threatened Plants. (The World Conservation Union: Gland, Switzerland). 862p.
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Appendix I: List of potential red list tree species for domestication for Malaysia (Chen, 2004)

Categories of threat for Malaysian tree families listed in *The World List of Threatened Trees*

Family name	Trade name	EX	EW	CR	EN	VU	LR/cd	LR/nt	DD	Total
Dipterocarpaceae	Balau			14	8					22
Dipterocarpaceae	Chengal					1				1
Dipterocarpaceae	Dark Red Meranti			2	2					4
Dipterocarpaceae	Gerutu			2	2					4
Dipterocarpaceae	Giam			9	3	2				14
Dipterocarpaceae	Kapur			1	4					5
Dipterocarpaceae	Keruing			25	4	2				31
Dipterocarpaceae	Light red meranti			4	6					10
Dipterocarpaceae	Dark red meranti			4						4
Dipterocarpaceae	Melantai			2	2					4
Dipterocarpaceae	Meranti			6						6
Dipterocarpaceae	Meranti bakau					1				1
Dipterocarpaceae	Merawan			21	9	2				32
Dipterocarpaceae	Mersawa			4	4					8
Dipterocarpaceae	Penyau				1					1
Dipterocarpaceae	Red Balau			4						4
Dipterocarpaceae	Red Meranti			23	6	2				31
Dipterocarpaceae	Resak			23	16	3				42
Dipterocarpaceae	Selangan batu				1					1
Dipterocarpaceae	White Meranti			8	8					16
Dipterocarpaceae	White Seraya			2						2
Dipterocarpaceae	Yellow meranti	1		18	2					21
Dipterocarpaceae	Total	1	0	172	78	13				264
Actinidiaceae	Non commercial						2	1		3
Alangiaceae	Mentulang					3				3
Anacardiaceae	Machang		1		3	6			3	13
Anacardiaceae	Pelanjau								1	1
Anacardiaceae	Rengas					2				2
Anisophylleaceae	Delek					10				10
Anisophylleaceae	Keruntum					1				1
Ammonaceae	Mempisang			3		3	2		2	10
Ammonaceae	Non commercial			3		7	3	1		14
Apocynaceae	Jelutong					1				1
Apocynaceae	Jelutong pipit				1	1				2
Apocynaceae	Non commercial					5	1		3	9
Apocynaceae	Pulai					1				1
Aquifoliaceae	Mensirah				1	2	5			8
Araliaceae	Non commercial			1	1	7	4		1	14
Araucariaceae	Damar Minyak					5		1		6
Avicenniaceae	Api-api					1				1
Bignoniaceae	Tuik-tuik hutan						1			1
Bombacaceae	Durian					6			1	7
Bombacaceae	Non commercial					1				1
Burseraceae	Non commercial					1				1
Burseraceae	Kedondong				1	19	3			23
Burseraceae	Non commercial					6				6
Celastraceae	Mata ulat					6				6
Celastraceae	Non commercial					13	1			14

Categories of threat for Malaysian tree families listed in *The World List of Threatened Trees* (continued)

Family name	Trade name	EX	EW	CR	EN	VU	LR/cd	LR/nt	DD	Total
Celastraceae	Perupok					1				1
Chrysobalanaceae	Merbatu				1	1				2
Chrysobalanaceae	Non commercial					2				2
Clethraceae	Non commercial							1		1
Connaraceae	Non commercial					2				2
Cornaceae	Tetebu					2				2
Ebenaceae	Kayu malam				1	7	2			10
Elaeocarpaceae	Sengkurat					9	9			18
Ericaceae	Non commercial				1					1
Erythroxylaceae	Cinta mula					1				1
Euphorbiaceae	Arau					4	1			5
Euphorbiaceae	Balik angin			1						1
Euphorbiaceae	Kayu asam							1		1
Euphorbiaceae	Mahang						1			1
Euphorbiaceae	Mendaroh					1				1
Euphorbiaceae	Non commercial			4		9	5	2		20
Euphorbiaceae	Pokok melaka						1			1
Euphorbiaceae	Tampoi						3			3
Euphorbiaceae	Ubah					4				4
Fagaceae	Berangan			1		3		1		5
Fagaceae	Mempening					6	2	1		9
Flacourtiaceae	Non commercial					2	1		2	5
Flacourtiaceae	Senumpul				1	3	1	1		6
Flacourtiaceae	Telor buaya				1	2				3
Goodeniaceae	Non commercial					3				3
Guttiferae	Bintangor					1				1
Guttiferae	Kandis					4	2			6
Guttiferae	Non commercial					1				1
Guttiferae	Penaga					2	1			3
Hamamelidaceae	Non commercial					1				1
Icacinaceae	Dedaru					1				1
Illiciaceae	Non commercial					1	2			3
Ixonanthaceae	Tualang/Mengaris				1					1
Juglandaceae	Dungun Paya					3				3
Lauraceae	Belian					1				1
Lauraceae	Medang			4		12	8		1	25
Lecythidaceae	Non commercial					2				2
Lecythidaceae	Putat					1				1
Leguminosae	Ipil					1				1
Leguminosae	Kekotong					1				1
Leguminosae	Kempas						1			1
Leguminosae	KerANJI							1		1
Leguminosae	Merbau					1				1
Leguminosae	Merbau kera					4			1	5
Leguminosae	Non commercial					8	2			10
Leguminosae	Sena/angsana					1				1
Leguminosae	Sepetir								1	1
Leguminosae	Tualang						1			1
Leguminosae	Tualang daing					4				4
Lythraceae	Bungor				1	1				2

Categories of threat for Malaysian tree families listed in *The World List of Threatened Trees* (continued)

Family name	Trade name	EX	EW	CR	EN	VU	LR/cd	LR/nt	DD	Total
Melastomataceae	Nipis kulit					5	2			7
Meliaceae	Non commercial					2				2
Meliaceae	Pasak			1		16		29		46
Myristicaceae	Non commercial					2		1		3
Myristicaceae	Penarahan			1		70	4	19	2	96
Myrsinaceae	Non commercial							1	1	2
Myrtaceae	Kelat			4	2	18	7	3	3	37
Myrtaceae	Non commercial				1					1
Myrtaceae	Pelawan				1		1			2
Ochnaceae	Non commercial							1		1
Oleaceae	Petaling								1	1
Oleaceae	Non commercial					1	2			3
Oxalidaceae	Non commercial					1		1		2
Oxalidaceae	Pupoi					3				3
Palmae	Non commercial					3	2	2	2	9
Pittosporaceae	Non commercial					2				2
Podocarpaceae	Podo					3	1		4	8
Podocarpaceae	Sempilor				1	2	2			5
Polygalaceae	Nyalin/Minyak berok					2	2			4
Proteaceae	Sawa luka				1	2	2			5
Rhamnaceae	Udok udok					1				1
Rhizophoraceae	Meransi							1		1
Rosaceae	Pepijat				1	2	1		1	5
Rutaceae	Fruit tree					1				1
Rutaceae	Limau hantu					1				1
Rutaceae	Non commercial			1	2	10	4			17
Rutaceae	Pepauh					1	1			2
Rutaceae	Rawang					1				1
Sapindaceae	Non commercial			1						1
Sapindaceae	Non commercial					1		1		2
Sapindaceae	Rambutan					2				2
Sapotaceae	Bitis					1				1
Sapotaceae	Non commercial						1			1
Sapotaceae	Nyatoh				1	6	4	1	2	14
Staphyleaceae	Non commercial					1				1
Sterculiaceae	Kembang semangkok					1				1
Styracaceae	Kemayan					2				2
Symplocaceae	Non commercial				1	1	1			3
Taxaceae	Non commercial						1			1
Theaceae	Non commercial					3	3			6
Theaceae	Samak					8	3			11
Thymelaeaceae	Karas/Gaharu					2			1	3
Thymelaeaceae	Ramin/Melawis					14				14
Tiliaceae	Bayur bukit				1	1	1			3
Tiliaceae	Melunak					4	3			7
Tiliaceae	Non commercial				2	3	2			7
Verbenaceae	Leban					2				2

Note: Trade names used in **Appendix 4** were obtained by matching the scientific names used in the *Tree Conservation Database* list with commonly used trade names, as verified using Wyatt-Smith (1999). In many cases, trade names, which may encompass a number of different species or even genera, do not readily correlate with scientific nomenclature. *Sources:* Anon., 1998a; Oldfield *et al.*, 1998 and Wyatt-Smith, 1999.

Appendix II: List of rare, endangered and threatened species in Thailand

No	Local name	Botanical name	Family	status						
				a	b	c	d	e	f	
1	มะพลับทอง	<i>Diospyros transitoria</i> Bakh.	Ebenaceae							LC
2	พะยุง	<i>Dalbergia cochinchinensis</i> Pierre	Fabaceae							V U
3	ชิงชัน	<i>Dalbergia oliveri</i> Gamble ex Prain	Fabaceae							EN
4	กระพี้เขาควาย	<i>Dalbergia cultrata</i> Graham ex Benth.	Fabaceae							NT
5	กฤษณา	<i>Aquilaria crassna</i> Pierre ex Lec.	Thymelaeaceae	-	R	(CR)	T			
6	ไม้หอม	<i>Aquilaria malaccensis</i> Lam.	Thymelaeaceae	-	R	(VU)	T			
7	ชมพู่ควา	<i>Bretschneidera siamensis</i> Hurz	Bretschneideraceae	-		EN	T			
8	เคี่ยม	<i>Cotylelobium lanceolatum</i> Craib	Dipterocarpaceae	-	R	(VU)	T			
9	सानใบเล็ก	<i>Dillenia ovata</i> Wall. ex Hook.f. & Thomson	Dilleniaceae	-	R		T			
10	จำปีหลวง	<i>Magnolia rajaniana</i> (Craib) Figlar	Magnoliaceae	+	R					
11	จำปีสิรินธร	<i>Magnolia sirindhoniae</i> Noot. & Chalermglin	Magnoliaceae	+		VU		R		
12	ตะเคียนชันตาแมว	<i>Neobalanocarpus heimii</i> (King) P. S. Ashton	Dipterocarpaceae	-	R	(CR)	T	R		
13	ลูกดิ่ง	<i>Parkia sumatrana</i> Miq. subsp. <i>streptacarpa</i> (Hance) Hopkins	Leguminosae-Mimosoideae	-			T			
14	จันทร์กะพ้อ	<i>Vatica diospyroides</i> Symington	Dipterocarpaceae	-	R		T			

สัญลักษณ์

แหล่งข้อมูล

- a Endemic (- คือไม่เป็นพืชเฉพาะถิ่น + คือเป็นพืชเฉพาะถิ่น)
- b Thawatchai et al., (Pre 1994)
- c Thawatchai et al., (1994-2001)
- d Pooma et al., (2005)
- e Pooma (2008)
- f www.iucnredlist.org

The IUCN Red List of Threatened Species

- EX = Extinct
- EW = Extinct in the wild
- CR = Critically endangered
- EN = Endangered
- VU = Vulnerable
- NT = Near threatened
- LC = Least concern
- DD = Data deficient
- NE = Not evaluated

Operating Guidelines

For Implementation of Regional Cooperation Project

**“Domestication of Endangered, Endemic and Threatened Plant Species in
Disturbed Terrestrial Ecosystem in Malaysia and Thailand”**

**under the Agreement between the Governments of the Member States of
the Association of Southeast Asian Nations and the Republic of Korea on
Forest Cooperation**

April 2016

I. Definition

1. For the purpose of applying these Operating Guidelines:
 - a) “AFoCo Agreement” means the “Agreement between the Governments of the Member States of the Association of Southeast Asian Nations and the Republic of Korea on Forest Cooperation” that was signed on 18 November 2011 in Bali in Indonesia and entered into force on 5 August 2012.
 - b) “Council” means the Governing Council established under the AFoCo Agreement.
 - c) “Executive Director” means the head of the Secretariat established under the AFoCo Agreement.
 - d) “Implementing Country” means a Party to the Memorandum of Agreement (MOA) of the Project, who is responsible for implementation of activities under the Project.
 - e) “Memorandum of Agreement” means an agreement signed by the respective Parties for implementation of the Project under the specific terms and conditions.
 - f) “Project” means cooperation Project entitled “Domestication of Endangered, Endemic and Threatened Plant Species in Disturbed Terrestrial Ecosystem in Malaysia and Thailand” approved by the “Council” to be implemented under the framework of the AFoCo Agreement.
 - g) “National Project Manager” means a person-in-charge appointed through the MOA, based on the nomination of each Implementing Country for coordination and financial management of the Project at national level.
 - h) “Project Personnel” means any personnel appointed, hired or assigned for implementation of the project activities.
 - i) “Secretariat” means the Secretariat established under the AFoCo Agreement.

II. Introduction

2. The Guidelines will be applied for operation of the Project entitled “Domestication of Endangered, Endemic and Threatened Plant Species in Disturbed Terrestrial Ecosystem in Malaysia and Thailand”.
3. The Project will be implemented in accordance with the MOA within the framework of the AFoCo Agreement.

III. Scope and Purpose

4. The Guidelines cover the basic conditions of entitlements and obligations of Project Personnel as well as fund management procedure to be applied in carrying out the activities of the Project. The Guidelines will be applied in accordance with the institutional regulations and national laws of the Implementing Country.

IV. Staff Management

4.1 Status, Duties and Obligations

4.1.1 Status of Project Personnel

5. The Project personnel who are existing personnel from respective forestry agency of Implementing Countries will be designated to work for the Project.

4.1.2 Duties and obligations of Project Personnel

6. By accepting such designation, the said Project personnel will render services for the Project over and above his/her regular functions, and will have the following duties and obligations:
 - a) Will work under the Implementing Country who has ultimate responsibility for the implementation of Project activities;
 - b) Pledge themselves to discharge their functions efficiently and uphold the highest standards of competence, integrity and respect for all cultures; and
 - c) For the purpose of Project coordination, monitoring and financial management at the regional level and national level, each Implementing Country will designate its National Project Manager.
7. The National Project Manager will have the following duties and responsibilities:
 - i. Overall supervision and management of project office (where applicable), staff and financial matters to ensure timely, efficient and effective implementation of Project activities in their respective countries;
 - ii. Coordination with the relevant officials and focal points from the implementing countries for efficient operation of the Project;
 - iii. Ensure timely implementation of the activities at the national and regional levels identified in the Project Document;
 - iv. Provide guidance and assistance in organizing activities, workshops and training courses of the Project;
 - v. Review and submit regular and special reports of the project to the Secretariat;
 - vi. Prepare and submit annual report (including financial statement) to the Secretariat as required in the implementation of the Project;
 - vii. Maintain record of activities implemented and accomplished including technical documents, recommendations and consultancy reports;

- viii. Ensure managerial and financial accountability in accordance with the MOA;
- ix. Submit budget request to the Secretariat every six (6) months; and
- x. Perform other duties and responsibilities as may be deemed as appropriate in implementing the Project.

4.2 Recruitment and Appointment

4.2.1 Consultancy and Expert Assignment

- 8. A Service Contract Agreement is required in hiring consultant firm, individual consultancy or expert assignment. The Contract Agreement will cover scope of work, deliverables or outputs, work program and schedule, place of work, fees and other benefits for the assignment. The consultancy fee for international consultant / expert will be within the limit of USD 300 to 400 per man-day based on qualifications and experience. For the national consultant, a fee limit of USD 100 to 200 per man-day will be applied. The consultancy fee will be inclusive of social security and any other personal insurance applicable by the Implementing Country.

4.3 Social Security, Insurance and other benefits

- 9. All Project Personnel will be covered by a social security and insurance system applicable under the national laws and regulations of the Implementing Country. This will ensure all Project Personnel have equal access to basic health care services and social security entitlements provided to the nationals of the Implementing Country.

4.4 Official Travel

4.4.1 Travel authorization and coverage

- 10. Subject to the availability of the budget, official travel will be authorized upon the approval by the Implementing Country, the Secretariat or lead coordinating country, as the case maybe, before it is undertaken.
- 11. In case of overseas travel, the expenses will be covered for the most direct economy class air transportation, lodging allowance at the rate of USD 105 per night and daily subsistence allowance at the rate of USD 105 per day¹. Such allowances are entitled for actual day(s) of mission plus one (1) day of travel.
- 12. In case of domestic travel, expenses will be covered for the most direct economy class ground or air transportation, lodging allowance at actual cost, daily subsistence allowance at the rate of USD 35 per day². Such allowances are entitled for actual day(s) of mission plus one (1) day of travel.

¹ Overseas rates are with reference to the staff guidelines of the Secretariat.

² Domestic daily subsistence allowance rate is one-third of overseas rate and also with reference to the average rate applied for individual cooperation projects in 2011.

13. The travelling Project Personnel are entitled to the incidental travel expenses mentioned below:
- a) Charges for visas;
 - b) Vaccinations (if required by the destination country);
 - c) Hire of local transportation (applicable when public transport is unavailable or unreliable);
 - d) Telephone, telegraph, radio and internet communications related to the work;
 - e) Transportation or storage of authorized baggage used on official business;
 - f) Travel-related insurances; and
 - g) Such other incidentals as specifically approved by the respective authority.

4.4.2 Payment of the travel expenses

14. Expenses arising from official travel will be reimbursed after completion of travel and upon receipt of the travel claim. Where appropriate, the project office may directly arrange air ticket for the official travel.

V. Fund management

5.1 Fiscal Year

15. The fiscal year of the Project will be from 1 January to 31 December of each calendar year.

5.2 Accounting control

16. The Implementing Agency will ensure a proper book-keeping and an account control system in place.

5.3 Procurement of Goods and Services

17. For procurement of goods or services valued at USD 3,000 or above, at least three (3) bids (quotations) from the suppliers or providers should be invited prior to procurement and the Implementing Country, in accordance with the related national laws and regulations, will determine the lowest and appropriate bid for purchase of goods or services. Direct purchase can be made for those items with value less than USD 3,000 subject to the purchase regulations of the Implementing Country.

VI. Project management

6.1 Inception

18. Immediately after signing of the MOA by the respective Implementing Countries and upon receipt of fund, the Implementing Countries will initiate the inception of the Project and begin the implementation of activities.

6.2 Planning and Implementation

19. In order to carry out project implementation in a timely and efficient way, the Implementing

Agencies will develop annual work plan with detailed activities, timeline and budget based on the Project Document and these Guidelines.

20. In case of organizing short-term training course, seminar and workshop under the Project, the same conditions and rates for travel, accommodation and daily subsistence allowance described under section 4.5.1 will be applied for the participants of the event.

6.3 Reporting

21. The Implementing Countries shall submit an annual report (including financial statement) to the Secretariat designated under this MOA at the end of each AFoCo fiscal year.
22. The Implementing Countries shall submit to the Secretariat, a final audited statement of accounts and an itemized “statement of expenditures” certified by an independent auditor or a similar third party auditor, once in every two (2) years.
23. The Regional Project Manager, in close cooperation and consultation with the Implementing Countries, will submit a final project completion report intended for the Governing Council via the designated authority of the Implementing Country to the Secretariat, within three (3) months after completion of the last activity of Project. The completion report will cover the outcomes of the Project in the outlines mentioned below:

Project title:

Project duration:

Executive summary

I. Introduction

II. Objectives

III. Project management structure

IV. Project outputs (both tangible and intangible)

V. Implementation status (tabulated)

VI. Major achievements/success stories

VII. Issues and constraints

VIII. Plan for the sustainability of project activities

IX. Conclusion/Recommendation

X. Annexes/Appendices

a. Financial statement

b. Audited financial report

c. Matrix of planned and actual activities

d. Other relevant documents

6.4 Project Completion

24. The submission of completion report and the financial audited report represents the completion of the Project activities. The respective Project Personnel will hand over the records, documents and all other transferrable to the designated authority of the Implementing Country before discharging his or her official duties. The Secretariat, in consultation with the Implementing Countries, will officially announce the effective completion date of the Project.

VII. Monitoring Arrangement

25. The Project will be monitored in accordance with the procedure for assessment for implementation of the AFoCo Agreement and report to the Council under the terms and conditions set forth by the Council.
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