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Financing Agreement N° 16 861
ASIE/2004/016 861

**FINANCING AGREEMENT
BETWEEN
THE EUROPEAN COMMUNITY
AND
THE ASSOCIATION OF
SOUTHEAST ASIAN NATIONS (ASEAN)**

"ASEAN CENTRE FOR BIODIVERSITY"



FINANCING AGREEMENT

Special Conditions

The European Community, hereinafter referred to as "**the Community**", represented by the Commission of the European Communities, hereinafter referred to as "the Commission",

of the one part, and

The Association of Southeast Asian Nations (ASEAN) hereinafter referred to as "the Beneficiary", represented by the Secretary-General of ASEAN
of the other part,

HAVE AGREED AS FOLLOWS :

ARTICLE 1 - NATURE AND PURPOSE OF THE OPERATION

1.1. The Community shall contribute to the financing of the following project:

ASEAN Centre for Biodiversity

hereinafter referred to as "the project" which is described in the Technical and Administrative Provisions in Annex II.

1.2 This project will be implemented in accordance with the financing agreement and the annexes thereto: the General Conditions (Annex I) and the Technical and Administrative Provisions (Annex II).

ARTICLE 2 - THE COMMUNITY'S FINANCIAL CONTRIBUTION

2.1 The total cost of the project is estimated at 7.300.000 euro.

2.2 The Community undertakes to finance a maximum of 6.000.000 euro. The breakdown of the Community's financial contribution into budget headings is shown in the budget included in the Technical and Administrative Provisions in Annex II.

ARTICLE 3 - THE BENEFICIARY'S CONTRIBUTION

3.1 The Beneficiary shall contribute 1.300.000 euro to the project.

3.2 Where there is a non-financial contribution by the Beneficiary the detailed arrangements shall be set out in the Technical and Administrative Provisions in Annex II to the financing agreement.

ARTICLE 4 - PERIOD OF EXECUTION

The period of execution of the financing agreement shall commence on the entry into force of the financing agreement and end at 31/12/2011. This period of execution shall comprise two phases: an operational implementation phase, which shall commence on the entry into force of the financing agreement and end at 31/12/2009. As from this date shall commence the closure phase, which shall end at the end of the period of execution.

ARTICLE 5 - DEADLINE FOR THE SIGNATURE OF THE CONTRACTS IMPLEMENTING THE FINANCING AGREEMENT

Contracts implementing the financing agreement shall be signed by 17/12/2007 at the latest. That deadline may not be extended. This provision shall not apply to audit and evaluation contracts, which may be signed later.

ARTICLE 6 - ADDRESSES

All communications concerning the implementation of the financing agreement shall be in writing, refer expressly to the project and be sent to the following addresses:

a) for the Commission

Delegation of the European Commission in the Philippines
7/F Salustiana D. Ty Tower, 104 Paseo de Roxas corner Perea Street ,
Legaspi Village Makati City 1200. Metro Manila. Philippines.
Tel.: 812-6421 to 25
Fax: 812-6687
Email: delegation-philippines@cec.eu.int

b) for the Beneficiary

Bureau for External Relations and Coordination
The ASEAN Secretariat
70A, Jalan Sisingamangaraja
Jakarta 12110
Indonesia
Tel : (6221) 7262991, 7243372
Fax : (6221) 7398234, 7243504
Email : berc@aseansec.org / public@aseansec.org

ARTICLE 7 - ANNEXES

7.1 The following documents shall be annexed to this agreement and form an integral part thereof:

Annex I: General Conditions

Annex II: Technical and Administrative Provisions.

Special Conditions - Budget (centralised)

7.2 In the event of a conflict between the provisions of the Annexes and those of the Special Conditions of the financing agreement, the provisions of the Special Conditions shall take precedence. In the event of a conflict between the provisions of Annex I and those of Annex II, the provisions of Annex I shall take precedence.

ARTICLE 8 - ENTRY INTO FORCE OF THE FINANCING AGREEMENT

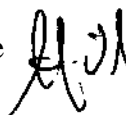
The financing agreement shall enter into force on the date on which it is signed by the last party.

Done in Brussels in three original copies in the English language, two copies being handed to the Commission and one to the Beneficiary.

FOR THE COMMISSION

Erich W. Muller
Director
Asia Directorate
EuropeAid Co-operation Office

Signature



Date

9/2/2005



FOR THE BENEFICIARY

H.E. Mr. Ong Keng Yong
Secretary General of ASEAN

Signature



Date

21 April 2005

ANNEX I - GENERAL CONDITIONS

TITLE I - PROJECT/PROGRAMME FINANCING

ARTICLE 1 - GENERAL PRINCIPLE

1.1 The Community's financial contribution shall be limited to the amount specified in the financing agreement.

1.2 The provision of the Community financing shall be subject to fulfilment of the Beneficiary's obligations under this financing agreement.

ARTICLE 2 - COST OVERRUNS AND COVERING THEM

2.1 Individual overruns of the budget headings of the financing agreement shall be dealt with by reallocating funds within the overall budget, in accordance with Article 17 of these General Conditions.

2.2 Wherever there is a risk of overrunning the global amount set in the financing agreement, the Commission may either scale down the project/programme or draw on the Beneficiary's own resources or other non-Community resources.

2.3 If the project/programme cannot be scaled down, or if the overrun cannot be covered either by the Beneficiary's own resources or other resources, the Commission may, exceptionally grant additional Community financing. Should it so agree, the excess costs shall be financed, without prejudice to the relevant Community rules and procedures, by the release of an additional financial contribution to be set by the Commission.

TITLE II - IMPLEMENTATION

ARTICLE 3 - GENERAL PRINCIPLE

3.1 The project/programme shall be implemented by the Commission acting for and on behalf of the Beneficiary.

3.2 The Commission shall be represented in the State of the Beneficiary by its Head of Delegation.

ARTICLE 4 - PERIOD OF EXECUTION

4.1 The financing agreement shall lay down a period of execution, which shall commence on the entry into force of the financing agreement and end on the date specified to this end in Article 4 of the Special Conditions.

4.2 This period of execution shall comprise two phases:

- an operational implementation phase, in which the principal activities are carried out. This phase shall commence on the entry into force of the financing agreement and end at the latest 24 months before the end of the period of execution;

- a closure phase, during which final audits and evaluation are carried out and contracts for the implementation of the financing agreement are technically and financially closed. This phase shall commence on the date of end of the operational implementation phase and end at the latest 24 months after this date.

4.3 Costs related to the principal activities shall be eligible for Community financing only if they have been incurred during the operational implementation phase. Costs related to final audits and evaluation and closure activities shall be eligible up to the end of the closure phase.

4.4 Any balance remaining from the Community contribution will be automatically cancelled six months after the end of the period of execution.

4.5 In exceptional and duly substantiated cases, a request may be made for the extension of the operational implementation phase and correlatively of the period of execution. If the extension is requested by the Beneficiary, the request must be made at least three months before the end of the operational implementation phase and approved by the Commission before that latter date.

4.6 In exceptional and duly substantiated cases, and after the end of the operational implementation phase, a request may be made for the extension of the closure phase and correlatively of the period of execution. If the extension is requested by the Beneficiary, the request must be made at least three months before the end of the closure phase and approved by the Commission before that latter date.

TITLE III - AWARD OF CONTRACTS AND GRANTS

ARTICLE 5 - GENERAL PRINCIPLE

All contracts implementing the financing agreement must be awarded and implemented in accordance with the procedures and standard documents laid down and published by the Commission for the implementation of external operations, in force at the time of the launch of the procedure in question.

ARTICLE 12 ALLOCATION OF AMOUNTS RECOVERED UNDER CONTRACTS

12.1 Amounts recovered from payments wrongly effected, from guarantees of pre-financing payments or from performance guarantees supplied on the basis of contracts financed under this financing agreement, shall be allocated to the project/programme.

12.2 The financial penalties imposed by the contracting authority on candidate or tenderer who is in a case of exclusion in the context of a procurement contract, the calling upon of tender guarantees, as well as the damages granted to the Commission shall be repaid to the general budget of the European Communities.

TITLE V - GENERAL AND FINAL PROVISIONS

ARTICLE 13 - VISIBILITY

13.1 Every project/programme financed by the Community shall be the subject of appropriate communication and information operations. These operations shall be defined with the approval of the Commission.

13.2 These communication and information operations must follow the rules laid down and published by the Commission for the visibility of external operations in force at the time of the operations.

ARTICLE 14 - PREVENTION OF IRREGULARITIES, FRAUD AND CORRUPTION

14.1 The Beneficiary shall take appropriate measures to prevent irregularities and fraud and, on request of the Commission, bring prosecutions to recover funds wrongly paid. The Beneficiary shall inform the Commission of any measure taken.

14.2 "Irregularity" shall mean any infringement of the financing agreement, implementing contracts or Community law resulting from an act or omission by an economic operator, which has, or would have, the effect of prejudicing the general budget of the European Communities or budgets managed by them, either by reducing or losing revenue accruing from own resources collected directly on behalf of the European Communities, or by an unjustified item of expenditure.

"Fraud" shall mean any intentional act or omission concerning:

- the use or presentation of false, incorrect or incomplete, statements or documents which has as its effect the misappropriation or wrongful retention of funds from the general budget of the European Communities or budgets managed by them, or on their behalf;
- non-disclosure of information in violation of a specific obligation, with the same effect;
- the misapplication of such funds for purposes other than those for which they are originally granted.

18.3 When the suspension is notified, the consequences on the ongoing contracts or contracts to be signed will be indicated.

ARTICLE 19 - TERMINATION OF THE FINANCING AGREEMENT

19.1 If the issues which led to the suspension of the financing agreement have not been resolved within a maximum period of four months, either party may terminate the financing agreement at two months' notice.

19.2 Where a financing agreement has not given rise to any payment within three years of its signature or no implementing contract has been signed by the date referred to in Article 5 of the Special Conditions, that financing agreement will automatically be terminated.

19.3 When the termination is notified, the consequences on the ongoing contracts or contracts to be signed will be indicated.

ARTICLE 20 - DISPUTE-SETTLEMENT ARRANGEMENTS

20.1 Any dispute concerning the financing agreement which cannot be settled within a six-month period by the consultations between the parties provided for in Article 16 of these General Conditions may be settled by arbitration at one of the parties' request.

20.2 In this case the parties shall each designate an arbitrator within 30 days of the request for arbitration. Failing that, either party may ask the Secretary-General of the Permanent Court of Arbitration (The Hague) to designate a second arbitrator. The two arbitrators shall in their turn designate a third arbitrator within 30 days. Failing that, either party may ask the Secretary-General of the Permanent Court of Arbitration to designate the third arbitrator.

20.3 Unless the arbitrators decide otherwise, the procedure laid down in the Permanent Court of Arbitration Optional Rules for Arbitration Involving International Organisations and States shall apply. The arbitrators' decisions shall be taken by a majority within a period of three months.

20.4 Each party shall be bound to take the measures necessary for the application of the arbitrators' decision.

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Attachment 1: Logical Framework

1. Objectives

1.1 Overall Objectives

The Overall Objective of the project is to encourage and enable the ASEAN region to meet the call by the World Summit on Sustainable Development to achieve a significant reduction in the rate of biodiversity loss by 2010.

1.2 Project Purpose

The Purpose of the project is to achieve strengthened regional capacity on biodiversity in ASEAN. This will be done by promoting the exchange of relevant knowledge, thus helping national, intra-ASEAN and international needs and commitments to be fulfilled in terms of retrospective monitoring and early warning systems, while facilitating greater investment in the biodiversity sector within ASEAN.

1.3 Main Results

Six main results are expected:

1. The ASEAN Centre for Biodiversity (ACB) established, resourced and functioning as a regional centre of excellence (policy and capacity development, awareness raising, links with International donor community).
2. Enhanced policy collaboration benefiting from state-of-the-art monitoring and early warning instruments on biodiversity in the ASEAN region.
3. Strengthened, state-of-the-art capacity (human and institutional) on regional and global biodiversity issues.
4. Improvement of digital knowledge management capacity.
5. Enhanced leadership and public awareness in the region of biodiversity issues, values and conservation needs.
6. Planning, establishment and endowment of a sustainable financing mechanism for the ACB.

The first result reflects ASEAN's determination to take advantage of the achievements of the five-year ARCBC project, and its extension during 2004, to launch a successor institution directly and to establish the ACB as a legal entity. The second, third, fourth and fifth results all involve 'learning by doing' in ways that will help build ACB's capacity while providing useful services to ASEAN stakeholders. The final result envisions a co-financing arrangement between ASEAN and the international community to establish an endowment fund, the revenues of which are sufficient to meet the core funding needs of ACB indefinitely. This is modelled on the arrangements used to establish the ASEAN Centre for Energy.

2. Project description

The ASEAN Centre for Biodiversity (ACB) is a continuation and development of the ASEAN Regional Centre for Biodiversity Conservation (ARCBC), stakeholder-beneficiaries of which are: (a) ASEAN Member Country (AMC) institutions responsible

for conservation, management and sustainable use of biodiversity, or for managing knowledge on these subjects, (b) intergovernmental entities that look to those institutions for results at a regional level, including the ASEAN Secretariat, and (c) other state and non-state actors of AMCs who look to those institutions for national services, including educators, journalists, planners, decision makers, researchers, NGOs, ecotourism operators, bio-prospectors, local communities and the public.

The problem to be addressed is the lack of a sustainable institution to strengthen the capacity of AMCs to formulate and co-ordinate biodiversity-related policy, strategy and action, to fulfil relevant treaty obligations, and to promote and advance common positions on matters related to biodiversity conservation, management and sustainable use.

After the ACB will have been established as a legal entity, the project will complete the process of establishing a fully-operational and sustainable ASEAN institution to promote the conservation, management and sustainable use of biodiversity in the ASEAN region. It will therefore support three kinds of processes. First, the ACB will enter the new project as an autonomous international institution via a Contribution Agreement with the EC, having absorbed the remaining functions and assets of ARCBC Phase 1. The ACB will be directly under the auspices of ASEAN, and governed by a board comprising senior representatives of each AMC and the ASEAN Secretariat. The new ACB will be headquartered in the Philippines, and the Philippines being the host country. The EC shall have an observer status in the board.

The second process will allow the ACB to provide a range of services to, and undertake a variety of capacity-building measures with, participating AMCs and in many cases particularly their Clearing House Mechanisms (CHMs) under the Convention on Biological Diversity. These services will be delivered in an integrated way by ACB divisions dedicated to collective policy development and coordination, human and institutional capacity development and training, digital knowledge management capacity development and data sharing, and public and leadership awareness-raising, supported by a division concerned with administration and finance.

The third kind of process will establish a Sustainable Financing Mechanism (SFM) for the ACB. Throughout the project, the Project Director, assisted by a full-time special assistant for fund-raising and supported by the sustainable financing sub-committee of the PSC, will coordinate efforts to endow the ACB with long-term funding commitments sufficient to sustain core elements of the institution indefinitely. Options will be reviewed during the project and a decision taken by the ACB Governing Board on the most suitable SFM. That having been done, the SFM will be planned in detail, necessary legal steps taken to establish it, and an asset portfolio assembled between participating AMCs and the international donor community, and managed so that the core operating costs of the ACB are met year-on-year indefinitely. This long-term approach to ACB financing reflects the long-term nature of the challenges to be addressed by the ACB and the participating AMCs, which are to do with resolving conflicts between numerous aspects of socioeconomic development and the survival of the biodiversity resources of the ASEAN region.

2.1 Activities

2.1.1 Establishing the ACB and planning its institutional development

- Within the first six months after signing of the FA, the agreement to establish ACB as an ASEAN institution will be reviewed by ASEAN stakeholders and submitted to the relevant ASEAN bodies for approval. After the first six months or earlier, the ACB Governing Board appoints the ACB Executive and authorizes

recruitment of the Project Director, a Finance and Administration Officer and Assistant Directors. The Governing Board shall authorise the preparation of an Institutional Development Plan (IDP). International TA supports the ACB Executive in preparing the IDP.

2.1.2 Policy development and coordination

- Studies will be commissioned on key strategic policy issues relevant to biodiversity.
- Guidelines and conclusions of the policy development workshops will be published.
- Workshops will be held to promote and advance common positions among AMCs on matters related to biodiversity.

2.1.3 Promoting human and institutional capacity

- Stakeholders in AMCs will identify gaps and needs in human and institutional capacity for policy promotion and implementation.
- Identified capacity development needs will be met through development of common professional competence and performance standards, preparation and distribution of training and development tools.
- Regional centres of good practice will be identified for key policy areas and resources provided.
- A programme to build capacity among ACB staff (and hosts of de-concentrated functions if appropriate), will be developed and implemented.

2.1.4 Promoting digital knowledge management capacity

- Regional data analyses will be developed as a service to AMCs and ASEAN.
- Reporting requirements and standards will be harmonized between and among participating AMCs and ACB.
- Stakeholders in AMCs will identify gaps and shortcomings in digital capacity.
- AMC priorities will be met through courses, exchange visits and study tours within ASEAN and EU.

2.1.5 Enhancing public and leadership awareness of biodiversity issues

- Market research to identify relevant messages, target audiences and effective channels for communication.
- Basic explanatory materials, Quarterly publication and wider distribution of *ASEAN Biodiversity* magazine, production of videos, posters, leaflets, booklets, newspaper advertisements, Web site etc.
- Representation by ACB at regional conferences.

2.1.6 Establishing a sustainable financing mechanism for ACB

- An implementation plan for an SFM will be prepared.
- Necessary legal steps will be taken to establish the SFM.

- The SFM is endowed with an asset portfolio assembled between participating AMCs and the international donor community.
- SFM managers arrange a suitable distribution of investments on behalf of the Trustee, so that the operating costs of the ACB are met year-on-year indefinitely.

2.2 Time Schedule

The first six months of the project will include an inception phase to confirm the content and specific locations of each project activity, to draw up a detailed timetable for implementation and to constitute the ACB. Should the establishment of the ACB been completed before the end of the first six months, the contribution agreement phase or operational implementation phase shall immediately commence until the end of the 42 months-phase.

The last six months of the project will be dedicated to phasing out activities and to preparing for the post-project situation. This phase will be entered with the review of the Draft Implementation Plan for the ACB sustainable financing mechanism by the Project Steering Committee/ACB Governing Board, which will activate a series of measures to establish the SFM. These will include necessary legal steps (e.g. the constitution and appointment of the Trustee), appointment of fund managers and auditors, and the consolidation of donated assets from participating AMCs and the international donor community into the endowment of the SFM.

2.3 Location

The project will be implemented in all the participating AMCs. The location of ACB headquarters will be in the Philippines. It is envisioned at present that the function of ACB headquarters will be taken up, at least initially, by the existing facilities of the ARCBC at UPLB in the Philippines. It should be noted that, although there is a political consensus in favour of ACB being headquartered in the Philippines, stakeholders generally endorse the principle of functional deconcentration and 'ASEANization' of ACB. Location of functional branches in several ASEAN countries would make it easier to diversify the staffing of the system as a whole, and may increase efficiency and effectiveness.

2.4 Logical Framework

The initial Logical Framework for the project is annexed as Attachment 1. This may be updated or adapted in the Work Plan, to which it will then be annexed, without necessitating an amendment to the Financing Agreement.

3. Administrative provisions

3.1 Implementation modalities

3.1.1 Institutional Organisation

The project will be executed through a Financing Agreement (centralised management) between the European Commission and the ASEAN represented by the Secretary General of ASEAN. Within six months after the signature of the FA, a Contribution Agreement applicable for International Organisations will be concluded between the EC and the legally established ASEAN Centre for Biodiversity (ACB). Should the ASEAN fail to establish the ACB as a legal entity and the necessary conditions, the EC funds

will be de-committed and no Contribution Agreement shall be concluded between the EC and the ACB.

The following components are deemed essential in the establishment of the ACB as an International Organization: (1) appointment of a Governing Board comprising senior representatives of each AMC and the ASEAN Secretariat; (2) opening of an individual bank account for ACB for the EC funds to be received; (3) establishment of a host country agreement as the ACB will be headquartered in the Philippines; (4) its statutes should mention that it is set up as an international institution set up by intergovernmental agreement of ASEAN countries, themselves being members of it (5) it should be recognized as an international institution by the ASEAN Member Countries (6) the Organisation uses accounting, auditing, control and procurement procedures equivalent to international accepted standards.

3.1.2 Project Steering Committee

- (a) The Commission will establish a Project Steering Committee (PSC) with responsibility for policy guidance and co-ordination between all institutions and groups involved in the project.
- (b) The PSC will meet twice a year and will assist the Commission by reviewing the six-monthly reports submitted by the ACB.
- (c) The PSC will also assist in facilitating overall project implementation.
- (d) The PSC will be chaired by a Commission Representative and membership will include representatives of the participating AMC.

3.1.3 Tasks

- a) The Commission will, in particular, sign a Contribution Agreement with ACB to undertake the following tasks:
 - 1. Prepare work plans and reports for review by the Project Steering Committee;
 - 2. Ensure the management of all financial, personnel and administrative affairs;
 - 3. Execute the activities in accordance with EC procedures;

3.2 Inputs

Financial resources to carry out the activities in the Contribution agreement (E.g. computer and data base equipment, publications and other diffusions materials, vehicles, etc.) and to endow the SFM.

3.3 Contribution Details

The EC funds will be merged with the funds coming from participating AMCs.

- (a) The participating AMCs will cover all costs related to the participation of officials in meetings, workshops and other events as part of the normal functioning of the public services, other than those provided under the project.
- (b) The participating AMCs will cover all salaries related to the participation of their staff in the project, other than those provided under the project .
- (c) The participating AMCs will be responsible for facilitating constructive and effective co-operation of the concerned Ministries and other public authorities.

3.4 Project Costs and Financing²

The total cost of the project is estimated at € 7,300,000, of which the EC contribution is € 6,000,000 to be disbursed under a Contribution Agreement with ACB. The participating AMCs will provide contributions to the counter-value of € 1,300,000. The table below summarises the project budget:

<u>Category Breakdown (If any)</u>	<u>EC</u>	<u>Participating ASEAN Member Countries</u>	<u>Total</u>	<u>Contracting authority For EC funds</u>
1. Grant Contribution Agreement with ACB	€6 M	€1.3 M	€ 7.3 M	EC
TOTAL	€6 M	€1.3 M	€ 7.3 M	EC

The breakdown of which is indicative and may be adjusted according to need, subject to prior written agreement between the ACB and the European Commission.

3.5 Mobilisation of the Project Budget

- (a) Contractual Modalities

² The ASEAN Centre for Biodiversity with the support of participating ASEAN Member Countries will endeavour to provide 5M€ within the project period and to raise a target of additional 15M€ for the endowment fund to ensure the long-term sustainability of the Centre which can be sourced from donors within and outside ASEAN. To this end, a specific progress report will be provided to the PSC at the end of each project year.

All contracts and agreements necessary for the implementation of this Financing Agreement will be concluded by the European Commission (Contribution Agreement with the ACB).

(b) Financial Modalities

All payments from the EC contribution of this Financing Agreement will be made by the Commission.

3.6 Planning and Reporting

(a) Reports will meet EC quality requirements and contain all information as deemed necessary. They will include at least:

1. Six-monthly technical and financial progress reports;
2. Any special reports related to priority issues;
3. A final project completion report

3.7 Monitoring and Evaluation

- a) Day-to-day technical and financial monitoring will be a continuous process as part of the Commission's responsibilities.
- b) Independent consultants recruited directly by the Commission and the ACB on specifically established terms of reference will carry out external monitoring and mid-term and final evaluation(s).

3.8 Donor Co-ordination

In order to preserve the necessary coherence between the activities of the present project and those activities undertaken by other donors in the sector, regular meetings will take place with all interested parties to ensure an open exchange of information, to avoid overlapping of activities and/or financing and to incorporate the lessons learnt by these other actors into the work of the project.

4. Special conditions

1. The ASEAN Centre for Biodiversity shall have been established as an International Organisation set up by intergovernmental agreement with a complete legal personality, bank account, a duly-appointed Governing Board to which the EC will be an observer, and shall have established a host country agreement with the Philippine government not later than six months after the financial decision of the EC. Otherwise, the EC funds will be de-committed and the Contribution Agreement shall not be concluded or enforced.
2. There shall have been a commitment from the AMCs to contribute a total of up to €6.3 million as follows:

-
- €1.3 million in cash and/or in-kind contribution in order to increase the EC funding covering personnel and operational costs of the ACB;
 - The ASEAN Centre for Biodiversity with the support of the AMCs will endeavour to provide € 5 million within the project period and to raise a target of additional Euros 15 million for the endowment fund to ensure the long-term sustainability of the Centre which can be sourced from donors within and outside ASEAN.
3. The Host country will grant to the EU staff of the project - and to their families - benefits, privileges and exemptions that are no less favourable than those granted to expatriates under the Agreement between the Commission of the European communities and the Government of the Republic of the Philippines on the Establishment and the privileges and Immunities of the Delegation of the European Communities in the republic of the Philippines, signed in Jakarta on 28th.July 1990.

Attachment 1 - Logical Framework

Attachment 1 - Logical Framework

	Intervention logic	Objectively verifiable indicators of achievement	Sources and means of verification	Assumptions
Overall Project objective	Significant reduction in the rate of biodiversity loss in the ASEAN region is achieved by 2010.	Regional analyses and country reports by international and national governmental and non-governmental institutions concerned with biodiversity conservation record declining rates of natural ecosystem damage and biodiversity loss, and confirm multiplying activities leading to ecological restoration and protection of ecosystems and biodiversity.	Published documents, remote imagery and maps. ASEAN State of the Environment Reports. AMC reports to the CBD Secretariat. Reports by NGO country programme managers. Country studies, biodiversity strategies and action plans.	
Project Purpose	Strengthened regional capacity on biodiversity in ASEAN	<p>The ACB is legally established, appropriately staffed and supported through a three and a half-year process of 'learning by doing', building the capacity of itself and its partners, and fund-raising for sustainability.</p> <p>Partner institutions in AMCs act as facilitators of biodiversity-related knowledge exchange among institutions and individuals within and between AMCs, and between AMCs and ACB and other international parties.</p> <p>In co-operation with partner institutions, ACB develops and offers products and services that relieve technical and other constraints on the exchange of biodiversity-related knowledge to AMCs.</p> <p>In co-operation with partner institutions, ACB develops and offers products and services that provide a regional perspective to AMCs and to the ASEAN Secretariat, and promotes the exchange of knowledge related to trans-frontier, multi-country, ASEAN-wide and policy-relevant issues.</p> <p>Processes of dialogue with donors are facilitated and complementary projects in the biodiversity sector designed and funded.</p>	<p>Project monitoring and evaluation reports.</p> <p>Records of meetings, correspondence, delivery of services, and other interactions between ACB and its stakeholders.</p> <p>ACB used as a major knowledge resource by ASEAN Secretariat in preparing State of the Environment reports.</p> <p>Annual AMC biodiversity reports prepared by governments and NGOs.</p> <p>Investment proposals and financing agreements.</p>	<p>Reduced rate of biodiversity depletion is due to increased conservation rather than biodiversity exhaustion.</p> <p>Commentators are able to understand, evaluate and describe relevant events accurately and meaningfully.</p> <p>Positive relationship can be maintained between Clearing House Mechanisms and all knowledge holders in each AMC.</p> <p>Positive relationship can be maintained between all Clearing House Mechanisms and ACB.</p> <p>Continued donor willingness to invest in the ASEAN biodiversity sector.</p>
Project results	1 • The ASEAN Centre for Biodiversity (ACB) established, resourced and functioning as a regional centre of excellence (policy and capacity development, awareness raising, links with International donor community).	<p>Institutional Development Plan (IDP) to define all measures to operationalize the ACB prepared;</p> <p>The ACB Executive appointed; all ASEAN nationals recruited;</p> <p>Annual action plans and budgets (AWP) by which to put the IDP into effect established by the ACB Executive.</p>	<p>Minutes and resolutions of ACB Governing Board meetings.</p> <p>Institutional Development Plan.</p> <p>Records of international recruitment process.</p> <p>Appointment notifications of Project Director and other ACB Executive members.</p> <p>AWPs.</p>	<p>ACB Agreement is approved in a suitable form by AMME or equivalent forum.</p> <p>Senior experienced ASEAN nationals can be recruited.</p> <p>Institutional memory and knowledge management resources developed by ARCBC are not destroyed through discontinuity in ARCBC funding prior to the operationalization of ACB.</p>

	<p>2. Enhanced policy collaboration benefiting from state-of-the-art monitoring and early warning instruments on biodiversity in the ASEAN region.</p>	<p>Studies commissioned by EU and ASEAN experts on strategic policy issues relevant to biodiversity</p> <p>Study outputs translated into AMC languages (Khmer, Lao, Vietnamese, Thai, Bahasa Malaysia/Indonesia), published and distributed.</p> <p>Workshops of policy makers to review and discuss the subjects studied.</p> <p>Guidelines and conclusions from policy development workshops published.</p> <p>Workshops to promote and advance common positions among AMCs on matters related to biodiversity conducted.</p> <p>Dialogues with international donor community, trade partners, public and private-sector investors proceeds in a more developed policy environment.</p>	<p>Reports of the studies.</p> <p>Translations of the study reports.</p> <p>Proceedings of the workshops.</p> <p>Publication of studies, guidelines and conclusions.</p> <p>Memoranda of understanding, investment proposals and financing agreements.</p>	<p>Appropriate ASEAN and EU experts can be recruited.</p> <p>Appropriate host institutions for ASEAN and EU experts can be identified.</p>
	<p>3 Strengthened, state-of-the-art capacity (human and institutional) on regional and global biodiversity issues.</p>	<p>Gaps and needs in human and institutional capacity for policy promotion and implementation identified, and priorities for addressing them with ACB agreed. Existing training and other capacity-building resources available within the ASEAN and EU regions utilized well.</p> <p>Identified capacity development needs are met through development of common professional competence and performance standards. Training and development tools and materials prepared and distributed. Training and learning activities (courses, exchange visits and study tours within ASEAN and EU), and institutional assessments and action plans for key agencies conducted.</p> <p>Regional centres of good practice identified for key policy areas in the ASEAN and EU regions, and resources provided.</p> <p>Programme to build capacity among ACB staff developed and implemented.</p>	<p>Needs assessments completed, prioritized for key stakeholders, and related to project focal policy areas using a standard format for AMCs.</p> <p>Professional competence and performance standards developed, published and adopted by ASEAN.</p> <p>Records of training and learning events including evaluations of application and impact six months after each event.</p> <p>Guidelines, training and learning tools and materials published and distributed.</p> <p>One prospective centre of good practice identified for each key policy area.</p> <p>TA reports.</p> <p>Analyses and strategy documents.</p>	<p>Willingness by AMC stakeholders to agree plans and activities with ACB.</p> <p>Willingness by ASEAN to adopt common standards.</p> <p>Centres of good practice exist for all key policy areas.</p>

	<p>4. Improvement of digital knowledge management capacity.</p>	<p>Reporting requirements identified and standards for digital data exchange defined. National, intra-ASEAN and international needs and commitments being fulfilled in terms of retrospective monitoring and early warning, including those related to the Convention on Biological Diversity (Articles 6,7 and 8)., CITES, Ramsar and other international agreements. Regional and global consultations held (e.g. related to ASEAN agreements, UNEP Global Environmental Outlook).</p> <p>Regional data analyses developed at ACB as a service to AMCs and ASEAN.</p> <p>Reporting requirements and standards harmonized between and among participating AMCs and ACB.</p> <p>Gaps and shortcomings in digital capacity identified and priorities for correcting them have been agreed.</p> <p>Courses, exchange visits and study tours within ASEAN and EU conducted and AMC priorities met.</p>	<p>Reporting requirements and standards specified and available to AMCs, ASEAN and the public.</p> <p>Regional analyses available to AMCs, ASEAN and the public.</p> <p>AMC-ACB action plans for digital capacity building.</p> <p>Records of courses, exchange visits and study tours.</p> <p>TA reports.</p>	<p>Willingness by AMC stakeholders to agree to data exchange.</p> <p>Willingness by AMC stakeholders to agree to selected data being publicly available.</p> <p>Willingness by AMC stakeholders to agree plans with ACB.</p>
	<p>5. Enhanced leadership and public awareness in the region of biodiversity issues, values and conservation needs.</p>	<p>Market research conducted and relevant messages, target audiences and effective channels for communication identified. Materials pre-tested and impact monitored.</p> <p>Awareness and understanding of biodiversity issues increased among target audiences.</p> <p>Capacity of existing institutions to influence public and leadership awareness assessed, correctable weaknesses identified, alliances and sharing of best practices between ASEAN and EU institutions.</p> <p><i>ASEAN Biodiversity</i> published quarterly and distributed.</p> <p>Pre-recorded digital video and audio presentations for web-cast presented, distributed on TV and radio, advertised on newspapers.</p> <p>Videos, posters, leaflets, booklets and other basic explanatory materials in ASEAN languages produced.</p> <p>Existing materials translated into ASEAN languages.</p> <p>Increased awareness of key principles of biodiversity and sustainable development by local government officials and other stakeholders.</p> <p>ACB represented at regional conferences.</p> <p>Web site and friends of ASEAN Biodiversity network established and serviced with an e-newsletter.</p>	<p>Market research.</p> <p>Opinion polls.</p> <p>Publications.</p> <p>Recordings.</p> <p>Media coverage.</p> <p>Cuttings bureaux.</p> <p>Translations.</p> <p>Feedback via web-site.</p> <p>Web-site visits.</p> <p>E-newsletter subscriptions.</p> <p>Distribution lists.</p> <p>Friends of ASEAN Biodiversity network membership.</p>	<p>Improved public awareness leads to wider support and effective conservation action.</p> <p>Key decision makers can be reached and influenced.</p>

	<p>6. Planning, establishment and endowment of a sustainable financing mechanism for the ACB.</p>	<p>Implementation plan for an SFM prepared.</p> <p>Necessary legal steps to establish the SFM (e.g. for a Trust Fund, establishment of the Trustee as a foundation or company owned by participating AMCs, appointment of the Trustee, fund managers and auditors) have been done.</p> <p>The SFM is endowed with an asset portfolio assembled between participating AMCs and the international donor community, the assets being received in the form of cash, other monetary or monetarizable instruments, company shares or in other agreed forms.</p> <p>Dialogue sessions and round-tables with potential donors conducted.</p> <p>A suitable distribution of investments on behalf of the Trustee arranged, operating costs of the ACB are met every year indefinitely.</p>	<p>Records of Governing Council meetings..</p> <p>SFM Implementation Plan.</p> <p>Relevant documents (e.g. Trust Deed, Constitution of Trustee, Operations Manual, legal instruments).</p> <p>Records of Governing Board appointments of Trustee, fund managers and auditors.</p> <p>Proposals developed, submitted, acknowledged and grants awarded.</p> <p>Records of the transfer of assets to the control of SFM managers.</p> <p>Records of investments made by SFM managers.</p> <p>Audited accounts of the SFM.</p>	<p>The international donor community is willing to make adequate contributions to the SFM and its endowment.</p> <p>ASEAN Dialogue Partners are willing to make adequate contributions to the SFM and its endowment</p>
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Indicative disbursement schedule of EC Contribution

Amount	Year n=2004 (when Financing decision is taken)	Year n+1	Year n+2	Year n+3	Year n+4 (financial closure)
6,000,000 €	0	1,229,130 €	1,697,370 €	2,299,825 €	773,675

Activities	Intervention Logic	Inputs	Cost	Assumptions
	<p>1. The ASEAN Centre for Biodiversity (ACB) established, resourced and functioning as a regional centre of excellence (policy and capacity development, awareness raising, links with International donor community).</p> <p>ACB Governing Board authorizes preparation of an Institutional Development Plan (IDP).</p> <p>ACB Governing Board appoints an ACB Executive comprising of a Project Director, Finance & Administration Officer and four Assistant Directors (collectively, the ACB Executive), all ASEAN nationals recruited.</p> <p>The ACB Executive establishes the annual action plans and budgets (AWP)</p>	<ul style="list-style-type: none"> • ITAT • ASEAN Staff • Seconded Gov't. Staff • Local Support Staff 		<p>ACB legally established and Governing Board appointed</p>
	<p>2. Enhanced policy collaboration benefiting from state-of-the-art monitoring and early warning instruments on biodiversity in the ASEAN region.</p> <p>Commissioning of Studies by EU and ASEAN experts on strategic policy issues relevant to biodiversity</p> <p>Translation of Study outputs into AMC languages publication and distribution.</p> <p>Workshops of policy makers Publications of the guidelines and conclusions from policy development workshops.</p> <p>Workshops to promote and advance common positions among AMCs.</p> <p>Dialogues with international donor community, trade partners, public and private-sector investors.</p>	<ul style="list-style-type: none"> • Studies • Workshops 		<p>As above</p>

	<p>3. Strengthened, state-of-the-art capacity (human and institutional) on regional and global biodiversity issues.</p> <p>Stakeholders in AMCs identify gaps and needs in human and institutional capacity for policy promotion and implementation. Development of common professional competence and performance standards, preparation and distribution of training and development tools and materials, delivery of training and learning activities and institutional assessments and action plans for key agencies.</p> <p>Identification of regional centres of good practice, and resources.</p> <p>Develop and implement programme to build capacity among ACB staff.</p>	<ul style="list-style-type: none"> • Trainings, meetings • Local Short term experts 		As above
	<p>4. Improvement of digital knowledge management capacity.</p> <p>Identify reporting requirements and define standards for digital data exchange Development of Regional data analyses at ACB as a service to AMCs and ASEAN.</p> <p>Harmonization of reporting requirements and standards between and among participating AMCs and ACB.</p> <p>Stakeholders in AMCs identify gaps and shortcomings in digital capacity and agree priorities for correcting them.</p> <p>Conduct of courses, exchange visits and study tours within ASEAN and EU to meet AMC priorities.</p>	(Combined with inputs of #3 above)		As above

	<p>5. Enhanced leadership and public awareness in the region of biodiversity issues, values and conservation needs.</p> <p>Market research to identify relevant messages. Polls to assess impact on awareness and understanding of biodiversity issues. Assessment of the capacity of existing institutions to influence public and leadership awareness, and identification of correctable weaknesses. Quarterly publication and distribution of <i>ASEAN Biodiversity</i>.</p> <p>Pre-recorded digital video and audio video presentations aimed at senior audiences.</p> <p>Production of videos, posters, leaflets, booklets and other basic explanatory materials in ASEAN languages. Translate existing materials into ASEAN languages (e.g. relevant international conventions).</p> <p>Representation by ACB at regional conferences.</p> <p>Web site (www.aseanacb.org) and Friends of ASEAN Biodiversity network established and serviced with an e-newsletter.</p>	(Combined with Inputs of Information, communication and visibility)		As above
	<p>6. Planning, establishment and endowment of a sustainable financing mechanism for the ACB.</p> <p>Preparation of an implementation plan for an SFM. Necessary legal steps are taken to establish the SFM. The SFM is endowed with an asset portfolio assembled between participating AMCs and the international donor community. Dialogue sessions and round-tables with potential donors.</p> <p>SFM managers arrange a suitable distribution of investments on behalf of the Trustee.</p>	(Combined with Inputs of #1 & #3 above)		Policy dialogue on participating AMC contributions to project and SFM endowment concluded.
	7. Programme management activities.	<ul style="list-style-type: none"> • Office Rent • Travel, Per Diem • Supplies, Furniture, Equipment, Utilities, Maintenance • Local Support staff 		Provision of office by the Philippine government As above, where appropriate
	Total Project Cost		7,300,000 Euro	
	Of which: EC Contribution=€6 million and AMC Contribution=€1.3 million			