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Implementation Agreement for Technical Cooperation Project on Climate Change Adaptation in the North Eastern Region of India

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IMPLEMENTATION AGREEMENT

between

**Deutsche Gesellschaft für Internationale
Zusammenarbeit (GIZ) GmbH**
Dag-Hammarskjöld-Weg 1-5
65760 Eschborn

- hereinafter referred to as "GIZ" -

and

**Ministry of Development of North Eastern Region
(MoDoNER)**
Government of India
Vigyan Bhawan Annexe,
Maulana Azad Road,
New Delhi - 110011,
India

- hereinafter referred to as the MoDoNER -

concerning the project

Climate Change Adaptation in the North Eastern
Region of India

- hereinafter referred to as the "Project" -



Basis of the Agreement

The following shall form the basis of this Agreement:

- the Agreement between the Government of the Federal Republic of Germany and the Government of the Republic of India regarding Technical Cooperation dated 31 December 1971 (where appropriate, as amended or supplemented by the Arrangement dated 08 February / 01 March 1979) (see Annex 1)
- the Arrangement by way of the 2010 Agreement/Exchange of Notes between the Government of the Federal Republic of Germany and the Government of the Republic of India regarding Technical Cooperation dated 02 February 2011 (see Annex 2) with reference to the governmental negotiations of 9-10 November 2010.

In accordance with Article 2 of the aforementioned 2010 Agreement dated 02 February 2011, details of the Project are to be laid down in an agreement between GIZ and MoDoNER. GIZ is acting in execution of the commission with which it has been charged by the Government of the Federal Republic of Germany.

Signature

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A. Project objective and indicators

The overall goal of German Development Cooperation in climate change adaptation in the North East is "Rural people in the North East enhance their livelihood resilience and adaptive capacities to the impact of climate variability and change".

2. The objective of this particular TC Project is "Government departments, key partner institutions and communities in the north-eastern states of Sikkim, Meghalaya and Nagaland have policies, competencies and instruments for adaptation to climate change and are thus in a position to implement adaptation strategies".
3. The indicators to measure the resulting project objective are:
 - (i) Joint review of implementation of the State Action Plan on Climate Change in the three states by government and other stakeholder groups ensures that at least two needs oriented adaptation measures are implemented in five public programmes along needs of vulnerable groups in rural areas.
 - (ii) Key stakeholders, such as NGOs, research institutes, financial service providers, companies and project implementing agencies demonstrate with examples their supporting roles in promoting climate proofed value chains in at least three selected priority commodities.
 - (iii) State governments in the three states use knowledge products (e.g. market analysis, documentation of local practices of climate-sensitive resource management, thematic mapping to particularly vulnerable communities, gender studies, etc.) developed in collaboration with networks of NGOs, private sector and research institutions to take informed policy and service delivery decisions to mitigate the vulnerabilities of rural communities to climate change.
 - (iv) State governments of the three participating states contribute, as part of a regional forum / network for knowledge exchange, in developing of at least three knowledge products towards the formulation of a regional adaptation strategy or strategy development in the participating states.
4. Targets for key performance indicators as stated in para 3 above and milestones for project implementation will be designed during operation planning exercise latest by the first four months of project initiation as mutually agreed.
5. The duration of the Technical Cooperation is three years from the mutually agreed date of project initiation.

6. GIZ and MoDoNER are jointly committed to these objectives.

B. Contributions to the Project by the Government of the Federal Republic of Germany via GIZ

7. In accordance with the 2010 Agreement/ Exchange of Notes dated 02 February 2011, the Government of the Federal Republic of Germany shall provide GIZ with up to EUR 4,000,000 (in words four million euros) for the German contribution. This amount shall include the costs incurred by German Implementing Organisation.

I. Provision of experts

8. GIZ shall make available for the project

- (i) a seconded expert up to 36 person months on climate change adaptation and natural resource management to be responsible for the contribution of GIZ and who shall at the same time be leader of the team of experts made available for this Project for the duration of the phase described in Clause 4 below,
- (ii) the following experts:
 - a. Four national experts in areas relevant for climate change adaptation – value chain promotion, natural resource management, knowledge management, each for up to 36 person months for implementation of project activities in the partner States and at the regional level.
 - b. International short-term experts / consultants for up to 8 person months
 - c. National short-term experts / consultants for up to 20 person months
 - d. Auxiliary personnel up to 108 person months

9. For appointment of any long term (more than 6 months duration) foreign experts, prior approval of DEA (BC division), GoI would be mandatorily obtained by GIZ/MoDoNER. DEA and GIZ are working on the guidelines for engagement of national consultants/experts/staff. These guidelines, after coming into force, will also be applicable to this Implementation Agreement.

II. Supply of materials and equipment

10. GIZ shall supply the following items to equip the technical infrastructure for project implementation:

- Material and equipment for up to EUR 62,000

III. Basic or further training outside the Project

11. Depending on the operational planning GIZ can provide for up to 35 person months of national training and 10 person months of international training/ exposure visits to partner officials with the aim of assigning them to the Project following completion of the basic training (or further training) and transferring to them the tasks performed by the seconded experts or other important tasks in the Project.

12. GIZ shall assume the following costs in this connection:
 (i) basic/further training courses;
 (ii) accommodation and living expenses.

13. GIZ/MoDoNER shall obtain prior approval of DEA (BC division) for participation of government officials in any foreign training programme/ workshops/ seminars that would be financed under the project or from the project funds in line with Department of Economic Affairs' guidelines issued vide DO No. 12(51)/2001-EEC(Coord) dated July 10, 2001.

IV. Operating and administrative costs

14. GIZ shall bear the operating and/or administrative costs associated with the processing of the German contribution to the Project.

V. Other contributions

15. GIZ shall make the following additional contributions:

- (i) project related travel
- (ii) international, national and state level workshops
- (iii) documentation (including Monitoring & Evaluation) and dissemination
- (iv) publicity and publications
- (v) administrative costs of the project management unit

16. GIZ shall provide a local grant up to EUR 600,000 (in words: six hundred thousand euros) for local subsidies (grants) and financial contributions, to be determined as part of the regular work and budget planning between the MoDoNER, GIZ and the participating states.

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C. Contributions by MoDoNER

I. Lead Executing Agency

17. As the lead executing agency, MoDoNER shall

- (i) create a dedicated Climate Change cell in Ministry of DONER. This should be headed by Director/NRM expert supported by 2-3 persons including at least one officer at Under Secretary level. This cell should report to Joint Secretary concerned. German Development Cooperation might wish to consider technical support the this cell;
- (ii) assign nodal agencies and officers in each of the three participating states as the lead executing agencies at the state level;
- (iii) form a Steering Committee with specified TOR including representative of the participating states; The TOR may indicate (a) Annual Action Plan of the Project, (b) Review of the outcome of the Project to ensure coherence with the SAPCC and NAPCC and suggestion of corrective measures, if required, (c) Suggest new initiatives to take forward the objectives of the scheme. Members of the Steering Committee may be finalized afterwards with mutual consent of both the parties. The Steering Committee may be headed by Secretary, DONER.
- (iv) MoDoNER shall take appropriate action that the long term seconded experts and international consultants can smoothly travel and function in North East states requiring Protected Area Permit for entry of foreigners
- (v) facilitate collaboration with key regional organisations, government departments, research institutions, NGOs, financial service providers and private organisations for establishing an effective knowledge management network for climate change adaptation;
- (vi) provide auxiliary personnel for support functions in the Project and shall bear the additional costs incurred in connection therewith, unless provided otherwise in Clause 2 above;
- (vii) provide the experts to undergo training in accordance with Clause 2 in the numbers described therein and possessing the qualifications necessary for the courses in question.
- (viii) Facilitate easy access for the GIZ international staff to the project states.



II. Provision of work premises

18. MoDoNER shall instruct the Nodal Department in each of the participating states to make available free of charge office space in the Nodal Department or key partner organisation sufficient for the Project staff to carry out the planned measures

III. Costs

19. MoDoNER shall ensure that the costs to be specified in the plan of operations are budgeted for in due time.

20. In addition, the participating states shall make available about EUR 3 million (in words: three million euros) from existing developmental programme resources for pilot testing and integration of successful adaptation measures into the development programmes.

IV. Taxes

21. The Government of India/MoDoNER shall, for the implementation of the Project, bear the costs or ensure to exempt the costs of customs, import taxes and local duties, and any other taxes (e.g. VAT) and public charges for all kinds of equipments and materials provided under this agreement.

D. Other provisions

I. Periodical Review

22. GIZ and MoDoNER shall review the progress of the project implementation under this agreement in physical and financial terms twice, in January and June of every calendar year. A mid-term evaluation will also be conducted. The findings of such review including annual expenditure details shall be shared by GIZ with DEA.

II. Evaluation

23. GIZ may undertake an evaluation of the Project during or after implementation of this Agreement. To this end, GIZ shall second experts/appraisers to the Project. MoDoNER shall participate in the evaluation. It shall in all cases assist the expert(s)/ appraiser(s) in their work and allow them to examine all the necessary documents.

III. Suspension of contributions and termination of Agreement

24. GIZ may suspend its contributions if

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- (i) MoDoNER fails to fulfil obligations arising out of this Agreement or out of arrangements in respect of this Agreement, or
- (ii) circumstances arise which preclude, or place in considerable jeopardy, the objective of the Project described in Clause 1 above.

25. If one of the circumstances described in paragraph 2 above arises and is still in existence after a time-limit to be agreed by GIZ with MoDoNER, or if it is not eliminated within this period, GIZ may, with the consent of the Government of the Federal Republic of Germany, prematurely terminate the implementation of this Agreement.

26. Likewise, MoDoNER may suspend its contribution and cooperation and prematurely terminate the implementation of this Agreement with the consent of the Government of India.

IV. Term of Agreement

27. Save as provided in this clause on the suspension of contributions and termination of the Agreement, this Agreement shall be valid for the duration of the ongoing phase of the Project (currently scheduled to run for three years from 01.07.2011 to 30.06.2014). The term of this Agreement may be extended in the event of a delay in the execution of the German contribution as laid down in this Agreement and in the execution of the agreed contributions of MoDoNER with prior approval of the DEA (BC division).

V. Adjustment of Agreement

28. In the event that provisions of this Agreement do not further the efficient achievement of the objective defined in Clause 1 above, then GIZ and MoDoNER may adjust or amend these provisions by mutual consent at any stage during the implementation of the Project. Any amendments shall be made in writing and will be with prior approval of DEA (BC division).

29. GIZ may unilaterally terminate this Agreement if the commission with which it has been charged by the Government of the Federal Republic of Germany is withdrawn.

VI. Written form

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

VII. Agreements with individual implementing organisations

31. The person responsible for the contribution by GIZ and the person(s) responsible for the contributions by the partner organisation or other implementing organisations may together conclude a binding agreement on additional details concerning execution of the Project (e.g. on the basis of a plan of operations), or in any other suitable way lay down those details in writing and, where necessary, adjust any such agreement to take into account developments in the Project.

VIII. Government arrangements

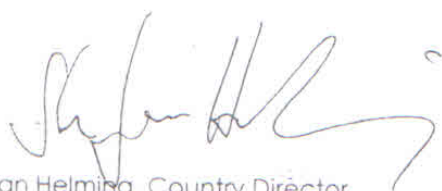
32. As to the rest, the provisions of the Agreement between the Government of the Federal Republic of Germany and the Government of the Republic of India on Technical Cooperation (see Annex 1) and the Agreement/Exchange of Notes between the Government of the Federal Republic of Germany and the Government of the Republic of India on commitments concerning Technical Cooperation (see Annex 2), both referred to at the beginning of this Agreement, shall also apply to this Agreement.

IX. Entry into force, copies

33. This Agreement shall enter into force on the date it is signed by both parties hereto. It shall be drawn up in two originals.

New Delhi, 28 June 2011

New Delhi, 28 June 2011



Stefan Helming, Country Director
**Deutsche Gesellschaft für Internationale
Zusammenarbeit (GIZ) GmbH**



Jayashree Mukherjee, Joint Secretary
**Ministry of Development of North
Eastern Region, Government of India**