

FOOD AND AGRICULTURE ORGANIZATION OF THE UNITED NATIONS

Viale delle Terme di Caracalla, 00153 Rome,
Italy

Fax: +39 0657053152

Tel: +39 0657051

www.fao.org

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LETTER OF AGREEMENT

between

the Food and Agriculture Organization of the United Nations
and

*Institutul de Cercetări și Amenajări Silvice Î.S.
(Forest Research and Management Institute)*

Republica Moldova, MD 2069, or. Chișinău, str. Calea Ieșilor 69

for provision of services for
"Identification of areas of intervention through a G.I.S. analysis"

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This Letter of Agreement (hereinafter the “LoA” or the “Agreement”) is made between the Food and Agriculture Organization of the United Nations (hereinafter referred to as “FAO”) and Institutul de Cercetări și Amenajări Silvice Î.S. (Forest Research and Management Institute), hereinafter referred to as the “Service Provider”).

FAO and the Service Provider (hereinafter collectively referred to as the “Parties”), in consideration of the mutual covenants and agreements contained herein, hereby agree as follows:

1. Scope of Services

The Service Provider will provide certain services (the “Services”) described in detail in Annex B in support of the TCP/MOL/3806 “Formulation of a GCF project proposal on climate change adaptation and mitigation in forestry”.

2. Definitions

For the purposes of this Agreement, if not otherwise defined herein, the definitions listed in Annex A shall apply.

3. Compensation

To enable the Service Provider to provide the Services, FAO will pay the Service Provider a total amount not exceeding *192965 MDL (one hundred ninety two thousands nine hundreds sixty five MDL)*, which represents FAO’s maximum financial liability under this Agreement (“Maximum Financial Liability”). Payments shall be made in accordance with the payment provisions set forth in Annex B.

4. Designation of the FAO LoA Manager

Mr. Tudor Robu, Assistant FAO Representative in the Republic of Moldova, email: tudor.robu@fao.org is designated the officer responsible for the management of this Agreement (“LoA Manager”) on behalf of FAO.

5. Entry into Force and Term

The Agreement will enter into force upon the later of **5 December 2022** and the date both Parties have signed the agreement (the “Effective Date”). Services shall be provided until **30 December 2022** (the “Services End Date”), unless terminated earlier in accordance with the provisions below, or extended by mutual, written agreement (the period between the Effective Date and the Services End Date, is hereinafter referred to as the “Operational Period”). Following the Operational Period there will be an additional period of 30 calendar days during which the Service Provider shall complete and submit to FAO the Final Report (the “Closure Period”). The Agreement shall terminate at the end of the Closure Period.

6. Purpose of the LoA

- a. The purpose for which the funds provided by FAO under this Agreement shall be used is the following: **Identification of areas of intervention through a G.I.S. analysis**
- b. The Service Provider will produce, achieve or deliver the following outputs: **Identify potential areas of afforestation based on a geospatial suitability index analysis in the framework of the GCF project formulation for Moldova. The service provider should suggest and justify the geospatial suitability index and consider legal issues regarding afforestation activities in the country.**

A detailed description of the Services, including technical and operational requirements, budget, work plan and timeframe, performance indicators and means of verification, as well as inputs to be provided free-of-charge by the Parties, if any, are set out in detail in Annex B.

7. Notices and Communications

All notices and other binding communications shall be in English, Spanish or French and shall be deemed to have been validly given (a) when delivered in person, (b) upon receipt after dispatch by registered or certified mail or international courier service, (c) upon confirmation of receipt by facsimile transmission or by email, in each case addressed as follows:

if to FAO:

Mr. Tudor Robu, Assistant FAO Representative in the Republic of Moldova
Email: tudor.robu@fao.org

if to the Service Provider:

Mr. Dumitru Galupa, Director
Institutul de Cercetări și Amenajări Silvice Î.S. (Forest Research and Management Institute),
Email: icas@moldsilva.gov.md

or to such other address as either Party may from time to time specify in writing to the other Party.

8. Terms and Conditions; Interpretation of the Contract

This Agreement is subject to the General Terms and Conditions for Letters of Agreement attached hereto as Annex A. The provisions of such Annex shall control the interpretation of this Agreement and in no way shall be deemed to have been derogated by the contents of this LoA or any other Annexes, unless otherwise expressly stated under Annex C of this LoA, entitled “Special Conditions and Derogations.”

9. Annexes, Appendices, Schedules; Integration

The Annexes, Appendices and Schedules to this Agreement constitute an integral part of this Agreement and together constitute a single binding contractual instrument.

10. Entire Agreement; No Prior Agreement

This Agreement constitutes the entire agreement between the Parties and terminates and supersedes any and all prior agreements and understandings (whether written or oral) between the Parties with respect to the subject matter of this Agreement.

Signed on behalf of the Food and Agriculture Organization of the United Nations:

Name and title of FAO Officer:

Raimund Jehle, FAO Representative in the Republic of Moldova

Signature: R. Jehle

Date: 06/12/2022

Signed on behalf of Institutul de Cercetări și Amenajări Silvice Î.S.:

Name and title of the authorized signatory for Service Provider: Dumitru Galupa, Director

Signature: [Signature]

Date: 06/12/2022



The Service Provider will sign two copies of this Agreement and initial each page of this Agreement and its Annexes and return one complete executed set to the LoA Manager.

ANNEX A TO LETTER OF AGREEMENT: GENERAL TERMS AND CONDITIONS FOR LETTERS OF AGREEMENT

Article I. DEFINITIONS

Section 1.01 Agreement: As defined in the preamble to the LoA, the agreement between the Parties hereto.

Section 1.02 Closure Period: As defined in the LoA in paragraph 5, the additional period of time granted to the Service Provider to prepare and submit to FAO the Final Report.

Section 1.03 Confidential Information: As defined in this Annex A, Section 13.01, below.

Section 1.04 Credit Event: Any sudden and tangible (negative) change in the Service Provider's credit standing or decline in credit rating or other event that brings into question the Service Provider's ability to repay its debt.

Section 1.05 Effective Date: As defined in the LoA in paragraph 5, the date this Agreement enters into force.

Section 1.06 Executing Institution: An Executing Institution can be any of the following institutions selected to provide Services to, or on behalf of, FAO under the provisions of Manual Section 507: i) a United Nations or other Intergovernmental organization; ii) a national or local government body; iii) an Eligible Entity with whom FAO has established by means of a Memorandum of Understanding an official partnership agreement with a partnership objective relevant to the purpose and the activities of this Agreement. For purposes of this Agreement, (i) the Executing Institution shall be the entity named in the preamble to the LoA and (ii) the terms Service Provider and Executing Institution are used interchangeably.

Section 1.07 FAO: Food and Agriculture Organization of the United Nations.

Section 1.08 Final Report: As defined in this Annex A, Section 9.01, below.

Section 1.09 Financial Period: , The period from the Effective Date at the outset of the Operational Period to the end of the Closure Period[referred to in the LoA in paragraph 5].

Section 1.10 Force Majeure: As defined in this Annex A, Section 17.03, below.

Section 1.11 Intergovernmental: An organization established by a treaty or charter, and which is made up of sovereign nations.

Section 1.12 Key Personnel: Any persons whose names are set forth on Annex B, Appendix 2, if any.

Section 1.13 LoA: Specifically, this Letter of Agreement. Generally, a contractual instrument used to obtain Services from a Service Provider in accordance with FAO's policies, regulations and procedures described in detail in Section 507 of the Administrative Manual.

Section 1.14 LoA Manager: The person named in paragraph 4 of the LoA, or such other person as has duly been appointed by FAO to replace such person.

Section 1.15 Manual Section 507: FAO's Administrative Manual for letters of agreement

Section 1.16 Maximum Financial Liability: As defined in the LoA in paragraph 3, the amount representing FAO's maximum financial liability under this Agreement.

Section 1.17 Miscellaneous Income: As defined in this Annex A, Section 8.02, below.

Section 1.18 Operational Period: As defined in the LoA in paragraph 5, the period between the Effective Date and the Services End Date.

Section 1.19 Party or Parties: As defined in the preamble to the LoA, each of FAO and the Service Provider shall be a Party under this Agreement and collectively shall be referred to as the Parties.

Section 1.20 Returnable Items: As defined in this Annex A, Section 8.01, below.

Section 1.21 Service Provider: The entity named in the preamble to the LoA, selected to provide Services to, or on behalf of, FAO under the provisions of FAO Manual Section 507. In specific circumstances the Service Provider may be referred to in the LoA as the Executing Institution. For the purpose of this Agreement, the terms Service Provider and Executing Institution are used interchangeably.

Section 1.22 Services: Those services defined in the LoA in paragraph 1 and more fully described in Annex B of this Agreement. For purposes of any LoA with an Executing Institution the terms Services and Activities are used interchangeably.

Section 1.23 Services End Date: As defined in the LoA in paragraph 5, the date the Operational Period ends.

Section 1.24 Termination Event: As defined in this Annex A, Section 18.01.

Section 1.25 VAT: Value Added Tax.

Article II. LEGAL STATUS OF THE PARTIES

Section 2.01 Pursuant, inter alia, to the FAO Constitution and the Convention on the Privileges and Immunities of the Specialized Agencies, FAO has full juridical personality and enjoys such privileges and immunities as are necessary for the independent fulfilment of its purposes.

Section 2.02 Nothing contained in this Agreement or in any document or arrangement relating thereto shall be construed as conferring any privileges or immunities of FAO on the Service Provider, its personnel or any other persons providing the Services on its behalf.

Section 2.03 The Service Provider shall be registered as a governmental, Intergovernmental (e.g. other United Nations organization), non-governmental or other not-for-profit entity. It shall have independent legal status vis-à-vis FAO, and it shall be fully responsible, in particular, for the acts and omissions of its personnel, agents and other representatives.

Section 2.04 None of the officials, representatives, employees, or subcontractors of either of the Parties shall, by virtue of this Agreement, be considered in any respect as being an employee or agent of the other Party and nothing contained in this Agreement or in any document or arrangement relating thereto shall be construed as establishing or creating between the Parties the relationship of employer and employee or of principal and agent. The personnel assigned by the Service Provider to provide the Services shall not be considered in any respect as being employees or agents of FAO.

Article III. RESPONSIBILITY FOR EMPLOYEES; KEY PERSONNEL

Section 3.01 The Service Provider will be responsible for all activities related to the provision of the Services and the acts or omissions of all employees, agents (including subcontractors) and other representatives providing the Services on its behalf.

Section 3.02 FAO will not be held responsible for any accident, illness, loss or damage that may occur during the provision of the Services or any claims, demands, suits or judgements arising therefrom, including for any injury to the Service Provider's employees, agents (including subcontractors) or other representatives or to third parties, or any loss of, damage to, or destruction of property of third parties, arising out of or connected to the Service Provider's work or performance under this Agreement. Consequently, FAO will not entertain any request or accept any claim for indemnities resulting from such occurrence.

Section 3.03 Upon FAO's request, the names of the persons selected by the Service Provider to provide Services hereunder shall be set forth on Appendix 2 to Annex B (such persons shall be deemed "Key Personnel"). FAO may also require that detailed personal history statements for Key Personnel be furnished to FAO. During the Operational Period, the Service Provider shall not substitute any Key Personnel without FAO's prior authorization. In the event a substitution becomes necessary, the Service Provider shall offer for FAO's consideration only persons having equal or comparable experience and skills to the Key Personnel being substituted. After a substitution has been approved by FAO, Appendix 2 shall be revised to reflect the substitution and the new individual shall be considered Key Personnel.

Section 3.04 The Service Provider shall be responsible for the professional and technical competence of the Key Personnel under this Agreement and will select reliable and competent individuals who will be able to effectively perform the obligations under this Agreement and who, while doing so, will respect the local laws and customs and conform to a high standard of moral and ethical conduct.

Section 3.05 FAO may request that the Service Provider replace any personnel, including Key Personnel, who, in the opinion of FAO, have not met appropriate standards of conduct or who are not performing as required under this Agreement.

Article IV. INSURANCE

Section 4.01 The Service Provider shall make and thereafter maintain, in compliance with national legislation, or as otherwise required by FAO, provision for adequate insurance to cover such risks as damage to property and injuries to persons affected by the performance of this Agreement, as well as third party liability claims.

Section 4.02 The Service Provider acknowledges and agrees that FAO accepts no responsibility for providing life, health, accident, travel or any other insurance coverage which may be necessary or

desirable in respect of any personnel performing Services for the Service Provider in connection with this Agreement.

Section 4.03 Unless otherwise provided in this Agreement, prior to commencement of performance of any other obligations hereunder, and subject to any limits set forth hereunder, the Service Provider shall take out and shall maintain for the entire Financial Period:

- a) insurance reasonably adequate to deal with losses against travel related risks for all travelers whose travel costs are funded under this Agreement, or ensure that travelers have undertaken such insurance themselves at own initiative and cost;
- b) to the extent required by national legislation and local law where Services are being performed, all risks insurance to cover damage to property as a result of the performance of this Agreement, including any equipment or vehicles, or other transportation means, whether or not owned by the Service Provider, used during or in connection with the performance of this Agreement;
- c) to the extent required by national legislation and local law where Services are being performed, workers' compensation insurance, or its equivalent, or employer's liability insurance, or its equivalent, with respect to the Service Provider's personnel sufficient to cover all claims for injury, death and disability, or any other benefits required to be paid by law, in connection with the performance of the Agreement and particularly in view of the limitation of liability provisions of Section 3.02; and
- d) such other insurance as may be agreed upon in writing between FAO and the Service Provider.

Article V. FAO RIGHTS OF ACCESS

Section 5.01 FAO's LoA Manager or authorized agents shall be granted access to all documentation and sites related to the Services, including during implementation of field activities and after the Operational Period, for review and audit purposes. The Service Provider agrees to comply without delay with any request by FAO that it submit evidence of expenses.

Article VI. SUBCONTRACTING; ASSIGNMENT

Section 6.01 In the event the Service Provider requires the services of subcontractors to perform any obligations under this Agreement, except as may be provided in this Agreement, the Service Provider shall obtain the prior written authorization of FAO. FAO shall be entitled, in its sole discretion, to review the qualifications of subcontractors and to reject any proposed subcontractor that FAO reasonably considers is not qualified to perform obligations under the Agreement.

Section 6.02 The Service Provider shall have the sole and full responsibility for the performance of its obligations under this Agreement. Any subcontracting arrangement shall in no way relieve the Service Provider of its responsibility to deliver the Services in accordance with this Agreement.

Section 6.03 Subcontracts of the Services or procurement of the items set forth in the Annex shall be carried out in conformity with the Service Provider's own procurement rules and procedures. The Service Provider confirms that its procurement rules and procedures, and their implementation, ensure that the procurement process is transparent and consistent with generally-accepted principles governing public sector procurement to obtain best value for money.

Section 6.04 The Service Provider will ensure that any agreement with any subcontractor requires such subcontractor (i) to maintain appropriate records to satisfy the requirements of Section 9.02 for a period of five years after the Financial Period, or such longer period as has been notified to the Service Provider, and (ii) to provide FAO access to all documentation and sites related to the Services, including during implementation of field activities and after the Financial Period, for review and audit purposes.

Section 6.05 The terms of any subcontract shall be subject to, and shall be construed in a manner that is fully in accordance with, all of the terms and conditions of this Agreement.

Article VII. REIMBURSEABLE AMOUNTS: PERMITTED AND INELIGIBLE EXPENDITURES

Section 7.01 FAO will cover or reimburse eligible direct costs incurred in connection with implementation of the Services that:

- a) are specifically agreed and recorded in the Budget;
- b) are necessary for carrying out the Services, directly attributable to such activities, and have been charged in proportion to their actual use;

- c) are incurred during the Operational Period, with the exception of costs related to any audit of the Final Report;
- d) are actually incurred by the Service Provider, i.e. they represent real expenditure definitively and genuinely borne by the Service Provider;
- e) are recorded using historical cost;
- f) are reasonable, justified, identifiable and backed by supporting documents; and
- g) have not been claimed, reimbursed or budgeted for funding from any other source other than FAO pursuant to this Agreement.

Section 7.02 FAO will not cover or reimburse costs outside the scope of this Agreement, including but not limited to, the following costs:

- a) bonuses or other exceptional remuneration other than ordinary salary;
- b) purchase cost of equipment and assets unless such asset or equipment is specifically purchased for the execution of activities under the Agreement and ownership is transferred to a beneficiary designated by FAO or, in the absence of such designation, remains with the Service Provider;
- c) duties, taxes and charges, including VAT, that are recoverable or deductible by the Service Provider;
- d) debts and debt service charges;
- e) provision for losses, debts or potential future liabilities;
- f) banking charges incurred in connection with the transfer of funds from FAO;
- g) costs incurred after the Operational Period, other than those permitted pursuant to Section 7.01(b), or after notification by FAO to the Service Provider to suspend activities under the Agreement or that the Agreement is being terminated, with the exception of such costs as are expressly agreed to by FAO;
- h) the purchase of land or buildings;
- i) interest owed by the Service Provider to any third party; and
- j) currency exchange losses.

Section 7.03 FAO shall not pay interest or other charges to the Service Provider for late payment by FAO.

Article VIII. RETURN OF UNEXPENDED FUNDS AND ASSETS; FAO'S RIGHT TO WITHHOLD, OFFSET OR RECOVER CERTAIN FUNDS AND ASSETS

Section 8.01 Upon termination of the LoA, the Service Provider shall return to FAO any unexpended funds budgeted and paid by FAO under this Agreement, any non-expendable assets that were procured by FAO and used by the Service Provider in executing the Services under this Agreement (other than those that were explicitly transferred to the Service Provider pursuant to transfer of ownership form), or the value thereof if the return of such assets is impracticable, as well as any inputs which have not, at the time of such termination, been distributed to the Beneficiaries (collectively, the "Returnable Items"). Returnable Items shall also include any Miscellaneous Income (as defined below) which was not authorized to be used, if any.

Section 8.02 "Miscellaneous Income" shall consist of, inter alia, proceeds or receivables from the sale of any item or other asset provided under this Agreement, as well as any bank interest earned or accrued on funds remitted by FAO and which have been deposited or temporarily placed in an interest-bearing account. For LoAs with a Maximum Financial Liability of \$200,000 or greater, the Service Provider shall record all Miscellaneous Income as credit against funds receivable from FAO. The Service Provider shall not use Miscellaneous Income during the Operational Period except in the event FAO has granted express authorization to use Miscellaneous Income for the Services. Upon termination of the LoA, the Service Provider shall, in accordance with Section 8.01 credit such unused Miscellaneous Income to FAO in its Final Report.

Section 8.03 FAO reserves the right to withhold, offset or recover from the Service Provider an amount equal to the value of:

- a) any expenditure found ineligible under criteria provided in this Agreement, including expenditures that are not included or properly reflected in any financial report or supported by appropriate documentation, as required by this Agreement;
- b) any Returnable Items; and

- c) any expenditure made by the Service Provider (or payment made by FAO) as a result of any irregularity or corrupt, fraudulent, collusive, coercive, unethical and/or obstructive practice, as defined in this Agreement, by the Service Provider, any successors or assigns, employees, agents or representatives, or such other amount as is determined by FAO to be equitable under the circumstances.

Section 8.04 FAO shall formally notify the Service Provider of its intention to withhold, offset or recover any such sums, specifying the amount and the reasons therefor and inviting the Service Provider to provide additional documentation in connection with the disqualified expenditure or Returnable Items within 30 days from the date of receipt of the notice. After examination of any additional documentation submitted by the Service Provider or if the Service Provider does not submit any additional documentation by the stated deadline, FAO will formally notify the Service Provider of its decision to withhold or offset other amounts payable to the Service Provider under this or any other agreement, and/or to proceed with a recovery of the disqualified expenditure or Returnable Items. Where FAO selects to proceed with a recovery, it shall also provide the Service Provider with a final deadline for repayment to FAO.

Article IX. REPORTING AND RECORD MAINTENANCE REQUIREMENTS

Section 9.01 The Service Provider shall submit to the LoA Manager the Reports listed in Annex B on the dates set forth therein, including a final report consisting of a narrative report and a financial report within 30 days following the Services End Date (the “Final Report”). The Final Report must be sufficiently detailed to allow certification of deliverables and of expenditures, including spot checks on representative or risk-based transactions. The Final Report shall be signed and certified as to its correctness by a duly designated representative of the Service Provider (e.g. executive officer, chief financial officer, chief accountant or similar).

Section 9.02 The Service Provider shall keep accurate financial records and maintain supporting documentation showing the utilization of inputs and funds under this Agreement and any other documentation related to the Services for a period of five years following the Financial Period, or such longer period as has been notified by FAO, during which period FAO, or a person designated by FAO, or the relevant auditing authority (e.g. national audit office) shall have the right, at any time, to conduct reviews and/or audits relating to any aspect of this Agreement. The Service Provider shall provide its full and timely cooperation with any such review or audit. Full and timely cooperation shall include, but not be limited to, making available to respond to questions employees or agents with knowledge of the Agreement and granting to FAO or other designated persons or relevant authority, access at reasonable times and conditions to the Service Provider’s premises or other sites where documentation related to this Agreement is kept or activities related to this Agreement are carried out. This obligation will survive the expiration or termination of this Agreement.

Section 9.03 In addition to the requirements set forth in Section 9.01, the Final Report for LoAs having a Maximum Financial Liability of \$200,000 or greater shall also be signed by an independent third party auditor. Such auditor’s fees may be included in the LoA budget and reimbursed to the Service Provider.

Section 9.04 If the Service Provider fails to submit the Final Report specified in Section 9.01 above within 30 calendar days following the Services End Date, FAO shall, after notice to the Service Provider, be under no further obligation to make payment to the Service Provider under this Agreement.

Article X. MAXIMUM FINANCIAL LIABILITY

Section 10.01 This Agreement is a cost reimbursable contract, and FAO shall pay only costs actually incurred pursuant to the budget set forth in Annex B. Funds provided by FAO under this Agreement are to be used by the Service Provider exclusively for the provision of the Services in accordance with the terms of this Agreement. Neither the Service Provider nor its personnel nor any other persons providing the Services on its behalf, will incur on behalf of FAO any additional commitment or expense exceeding the Maximum Financial Liability.

Article XI. USE OF NAME, EMBLEM OR OFFICIAL SEAL

Section 11.01 FAO does not, through this Agreement, endorse or recommend any commercial products, processes or services. The Service Provider may, in any information disseminated to the press, internal stakeholders or beneficiaries of the Services, including in any related publicity material, official notices,

external communications, reports or publications about the Services, acknowledge the contributions of FAO. Any such acknowledgment should also provide a disclaimer that FAO's contributions should not be considered as an endorsement of the Service Provider's products, processes or services, or, in connection with a report or publication, its views, unless FAO has explicitly authorized the relevant text. The Service Provider may also refer to this Agreement and to FAO's funding thereof in any financial or other report that the Service Provider is required to issue in order to comply with reporting requirements set by national law or its own internal statutes and regulations. No further use of the FAO name shall be permitted unless expressly authorized by FAO in writing.

Section 11.02 FAO may, in certain cases, direct the Service Provider to use the FAO logo in connection with outputs described in this Agreement. Other than when directly required by FAO, FAO's logo may not be used by the Service Provider without the prior approval of FAO. Any requests for approval shall be directed to the LoA Manager named in this Agreement copying the email address "logo@fao.org". All use of the FAO logo shall be carried out in accordance with FAO logo policy, which, together with the appropriate FAO logo electronic files, will be provided upon request by the LoA Manager.

Section 11.03 FAO reserves the right to request that the Service Provider limit use of its name and logo at any time, including when publicity under this provision could put the staff of the Parties at risk.

Article XII. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS

Section 12.01 Any intellectual property rights including copyright, of material such as publications, software and designs, made available by the Parties to be used in implementing activities under this Agreement will remain with the originating Party. All intellectual property rights, including copyright, in the outputs produced under this Agreement are vested in FAO, including, without any limitations, the right to use, publish, translate, sell or distribute, privately or publicly, any item or part thereof. FAO hereby grants to the Service Provider a non-exclusive royalty-free license to use, publish and distribute the outputs delivered under this Agreement for non-commercial purposes, provided that FAO is acknowledged as the source and copyright owner.

Article XIII. CONFIDENTIALITY

Section 13.01 Neither the Service Provider nor its personnel will communicate to any other person or entity any "Confidential Information" disclosed to it by FAO nor will they use this information for private or corporate advantage. For purposes of this provision, Confidential Information is information (a) that has been provided by FAO and marked or flagged as confidential or (b) that is not available to the general public at the time of such disclosure (and which does not otherwise become available to the public through any dissemination or breach by the Service Provider).

Section 13.02 The Service Provider may disclose Confidential Information to the extent required by law, subject to and without any waiver of the privileges and immunities of FAO, provided that the Service Provider gives FAO sufficient prior notice of a request for the disclosure in order to allow FAO a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.

Section 13.03 To comply with disclosure requirements and enhance transparency, FAO reserves the right to release and/or publish the following information about this Agreement: (i) the name and nationality of the Service Provider; (ii) a brief description and location of the Services provided; and (iii) the amount of this Agreement. FAO may also disclose information about this Agreement or the Service Provider to the extent required by the FAO Constitution or consistent with or pursuant to resolutions or regulations of the Conference of FAO. The Service Provider specifically consents to the release and/or publication of the foregoing information. FAO will not release or publish information that has been marked or flagged as confidential.

Section 13.04 This Article will survive the expiration or termination of this Agreement.

Article XIV. REQUIRED DISCLOSURE

Section 14.01 The Service Provider agrees that it will notify FAO immediately of any of the following events:

- a) events or circumstances which are likely to affect significantly or delay the implementation of the LoA activities or the Service Provider's ability to deliver the Services;

- b) bankruptcy, insolvency, receivership or winding up or other Credit Event by or affecting the Service Provider or its controlling entity;
- c) use of FAO's name other than as expressly permitted pursuant to Section 11.01;
- d) changes in Key Personnel, as per Section 3.03;
- e) any conflict or problem arising in relation to national authorities, as per Section 23.02; and
- f) any other circumstances which could reasonably affect FAO's decision to award the LoA or the Service Provider's ability to comply with the requirements of this Agreement.

Section 14.02 The Service Provider agrees that it will notify FAO immediately of any knowledge of any plans to change its name, legal status or direct or indirect controlling entity, which in any event shall be no less than five (5) days prior to any such change.

Article XV. TAX EXEMPTION

Section 15.01 FAO enjoys certain privileges and immunities which include exemption from payment of sales taxes such as VAT, customs duties and importation restrictions. The Service Provider may not charge any tax to FAO for the provision of its Services but may request the reimbursement of the full value, including tax of items procured for the provision of the Services, if FAO agrees the recovery of such tax from the relevant fiscal authorities is exceptionally onerous or impossible.

Article XVI. ESSENTIAL TERMS

Section 16.01 The Service Provider acknowledges and agrees that each of the provisions of this Article constitutes an essential term of this Agreement and that any breach of any of these provisions shall entitle FAO to terminate this Agreement immediately upon notice to the Service Provider, without any liability for termination charges or any other liability of any kind.

Section 16.02 SOURCE OF INSTRUCTIONS. The Service Provider shall neither seek nor accept instructions from any authority external to FAO in connection with the performance of the Services. Should any authority external to FAO seek to issue any instructions concerning or impose any restrictions on the Service Provider's performance under the Agreement, the Service Provider shall promptly notify FAO and provide all reasonable assistance required by FAO in order to help resolve the matter. The Service Provider shall not take any action in respect of the performance of its obligations under the Agreement that may adversely affect the interests of FAO, and the Service Provider shall perform the Services with the fullest regard to the interests of the FAO.

Section 16.03 CODE OF CONDUCT, CONFLICT OF INTEREST AND VENDOR SANCTIONS. The Service Provider shall observe the highest standard of ethics in providing the Services and agrees to adhere to the United Nations Supplier Code of Conduct, which can be viewed at <https://www.un.org/Depts/ptd/about-us/un-supplier-code-conduct>.

The Service Provider shall take all reasonable precautions to avoid any conflict of interest in the implementation of the Services. The Service Provider agrees that it shall inform FAO without delay of any situation constituting or likely to entail a conflict of interest, including any FAO personnel or first degree relatives of FAO personnel having a financial interest or employment relationship of any kind in the Service Provider's activities. The Service Provider warrants that no official, staff member or representative of FAO, or any family member of any such person, derives any benefit from this Agreement.

The Service Provider confirms that it has not engaged in, nor will engage in, any corrupt, fraudulent, collusive, coercive, unethical or obstructive practices in entering into or implementing this Agreement. If FAO determines that the Service Provider has engaged in such practices, it may impose sanctions, including termination of the Agreement, as provided by FAO's Sanctions Procedures (http://www.fao.org/fileadmin/user_upload/procurement/docs/FAO_Vendors_Sanctions_Policy_-_Procedures.pdf). In addition, information on sanctioned Service Providers and other third parties may be shared with other Intergovernmental or United Nations organizations. This provision must be included in all subcontracts, sub-agreements or assignments entered into by the Service Provider under this Agreement.

For the purpose of this Agreement, the following terms shall have the following meanings:

- a) "*Fraudulent practice*" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain, financial and/or other benefit and/or to avoid an obligation;

- b) “*Coercive practice*” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- c) “*Collusive practice*” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- d) “*Corrupt practice*” is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value whether tangible or intangible to improperly influence the actions of another party;
- e) “*Unethical practice*” is an act or omission contrary to the conflict of interest, gifts and hospitality or post-employment FAO policy: (<http://www.fao.org/unfao/procurement/codecodeconduitethique/en/>), as well as any provisions or other published requirements of doing business with FAO, including the United Nations Supplier Code of Conduct; and
- f) “*Obstructive practice*” is an act or omission by the Service Provider or its affiliates, successors or assigns that may prevent or hinder the work of the Investigation Unit of the FAO Office of the Inspector General.

In order to enter into an agreement with FAO, the Service Provider represents that neither it, nor any of its agents or authorized subcontractors, has been suspended, debarred or otherwise identified as ineligible by any other United Nations Organization or Organization within the World Bank Group, nor is it listed on the United Nations Security Council Consolidated List and that neither it, nor any of its agents or authorized subcontractors is subject to any sanction or temporary suspension imposed by any such organization. The Service Provider is therefore required to disclose to FAO whether itself, or any of its affiliates or agents, is, has been or becomes subject to any such sanction or measure at any time during the three years prior to this Agreement and at any time throughout the execution of this Agreement. The Service Provider recognizes that a misrepresentation under this provision will entitle FAO to terminate its Agreement with the Service Provider immediately upon notice to the Service Provider, without any liability for termination charges or any other liability of any kind of FAO and that material misrepresentations on its status constitute a fraudulent practice.

In accordance with the United Nations Supplier Code of Conduct, Service Providers are expected to refrain from offering employment to any FAO staff for a period of one year following their separation from FAO.

Section 16.04 LABOR. The Service Provider shall:

- a) respect the prohibition of forced or compulsory labor in all its forms;
- b) respect the freely exercised right of workers, without distinction, to organize, to further and defend their interest as well as the protection of those workers who exercise their right to organize;
- c) ensure equality of opportunity and treatment in respect of employment and occupation; and
- d) ensure fair and reasonable conditions of safety, health and welfare.

The Service Provider represents and warrants that neither it, its parent entities (if any), nor any of the Service Provider’s subsidiary or affiliated entities (if any) is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, <http://www.unhcr.org/protection/children/50f941fe9/united-nations-convention-rights-child-crc.html> including Article 32 thereof, which inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child’s education, or to be harmful to the child’s health or physical, mental, spiritual, moral or social development.

Section 16.05 TERRORISM. The Service Provider agrees to undertake all reasonable efforts to ensure that none of the funds received from FAO under this Agreement are used to provide support to individuals or entities i) associated with terrorism, as included in the list maintained by the Security Council Committee established pursuant to its Resolutions 1267 (1999) and 1989 (2011) or ii) that are the subject of sanctions or other enforcement measures promulgated by the United Nations Security Council. This provision must be included in all subcontracts, sub-agreements or assignments entered into under this Agreement.

Section 16.06 SEXUAL EXPLOITATION. The Service Provider shall take all appropriate measures to prevent sexual exploitation or abuse of any beneficiary of the Services provided under this Agreement, or to any persons related to such beneficiaries, by its employees or any other persons engaged and controlled by the Service Provider to perform any Services under this Agreement. For

these purposes, sexual activity with any person less than eighteen years of age shall constitute the sexual exploitation and abuse of such person. In addition, the Service Provider shall refrain from, and shall take all reasonable and appropriate measures to prohibit its employees or other persons engaged and controlled by it from exchanging any money, goods, services, or other things of value, for sexual favours or activities, or from engaging in any sexual activities that are exploitive or degrading to any direct beneficiary of the Services provided under this Agreement or to any persons related to such beneficiaries.

Article XVII. FORCE MAJEURE

Section 17.01 In the event of and as soon as possible after the occurrence of any cause constituting Force Majeure, the affected Party shall give notice and full particulars in writing to the other Party, of such occurrence or cause if the affected Party is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Agreement. The affected Party shall also notify the other Party of any other changes in condition or the occurrence of any event which interferes or threatens to interfere with its performance of this Agreement. If the affected party is the Service Provider, not more than fifteen (15) days following the provision of such notice of Force Majeure or other changes in condition or occurrence, the Service Provider shall also submit a financial statement to FAO detailing the use of funds up to the date of notice as well as the estimated expenditures that will likely be incurred for the duration of the change in condition or the event of Force Majeure. FAO shall not be liable for any excess costs incurred as a result of lack of prompt notice by the Service Provider of the Force Majeure event.

Section 17.02 On receipt of the notice(s) required hereunder, FAO shall have the right to suspend or terminate the Agreement in accordance with Article XVIII or take such other action as it reasonably considers to be appropriate or necessary in the circumstances, including the granting to the affected Party of a reasonable extension of time in which to perform any obligations under this Agreement. In any case, FAO shall be entitled to consider the Service Provider permanently unable to perform its obligations under this Agreement in case the Service Provider is unable to perform its obligations, wholly or in part, by reason of Force Majeure for any period in excess of ninety (90) days.

Section 17.03 “Force Majeure” as used herein means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism, or any other acts of a similar nature or force, provided that such acts arise from causes beyond the control and without the fault or negligence of the Service Provider (or on the part of its personnel, agents, other representatives, or authorized subcontractors), and proves insurmountable in spite of all due diligence. Defects in equipment, material or supplies, or delays in their availability (unless due to Force Majeure), labor disputes, strikes or financial difficulties shall not constitute an event of Force Majeure. Notwithstanding anything to the contrary herein in this Agreement, the Service Provider recognizes that the provision of Services may from time to time be performed under harsh or hostile conditions, including civil unrest, in areas in which FAO is engaged, preparing to engage in, or disengaging from any humanitarian or similar operations. Consequently, delays or failure to perform caused by foreseeable events arising out of, or in connection with, such difficult conditions, shall not, in and of themselves, constitute Force Majeure under this Agreement.

Article XVIII. SUSPENSION; TERMINATION; REMEDIES

Section 18.01 Any of the following shall be considered a “Termination Event” under this Agreement:

- a) transfer by the Service Provider to third parties, either directly or indirectly through an intermediary, of all or part of the rights and obligations pertaining to the Services under this Agreement, except for subcontracts duly authorized by FAO;
- b) changes in the Service Provider’s name, legal status or control, except those which, following prior disclosure to FAO under Article XIV, have been expressly permitted in writing;
- c) the Service Provider’s bankruptcy, insolvency, receivership or winding up;
- d) willful misconduct by the Service Provider;
- e) unjustified delay in the execution of the Services, so as to substantially prejudice the achievement of FAO’s objectives under this Agreement;
- f) serious contractual breaches by the Service Provider that have not been remedied notwithstanding notice by FAO and an opportunity to cure;

- g) breach by the Service Provider of any of the Essential Terms; and
- h) non-compliance with the disclosure requirements of Article XIV.

Section 18.02 FAO shall have the right to suspend performance of all or part of the Services under this Agreement upon written notice to the Service Provider if (a) it suspects that a Termination Event has occurred or is occurring and needs additional time to determine how to proceed or (b) in the event of Force Majeure.

Section 18.03 Following suspension of the Agreement, FAO may:

- a) revoke the suspension and require the Service Provider to proceed with the performance of the Services. In this case, if the period of suspension has exceeded more than thirty (30) days, FAO may, in its sole discretion based on the circumstances of the suspension, compensate the Service Provider for expenses incurred as a result of the suspension and resumption of its Services, and the Services End Date shall be extended for a period equal to the time during which the performance of the Services had been suspended;
- b) revoke the suspension subject to certain conditions which, if not met by the Service Provider, will give rise to a new Termination Event; or
- c) terminate the Agreement by written notice to the Service Provider, which termination shall be effective upon notification.

Section 18.04 FAO shall have the right to terminate the Agreement for unforeseen causes beyond the control of FAO or an event of Force Majeure affecting FAO. In the event of termination pursuant to this paragraph, FAO shall provide notice to the Service Provider of such termination and shall complete all payments for expenses that have been incurred by the Service Provider up to the date of receipt of notice by the Service Provider of such termination. After the notice date, additional expenses involved in winding down the Services may be approved by FAO on a case by case basis and must be in writing.

Section 18.05 Either Party shall have the right to terminate this Agreement at any time upon sixty (60) day's advance written notice to the other Party.

Section 18.06 In the event of termination of this Agreement:

- a) The Service Provider shall (i) refrain from undertaking any further or additional commitments under the Agreement as of and following the date of receipt of such notice; except as may be approved in writing by FAO, (ii) terminate all subcontracts, (iii) take all reasonable measures to avoid any loss or deterioration of goods, equipment, materials or supplies, or any other damage and (iv) shall be responsible for refunding to FAO any payment already received in respect of Services that have not been performed to a standard considered acceptable to FAO.
- b) FAO shall complete all payments which may be due and payable up to the effective date of termination, less any amounts subject to adjustment based on claims arising from or connected with the performance of this LoA, as well as the pertinent provisions of this Agreement, and in particular those of Article VIII of this Agreement. In the event of termination on the basis of Force Majeure affecting the Service Provider, the Service Provider shall also refund to FAO any funds already received in respect of Services that have not been performed.

Section 18.07 FAO shall have the right to terminate this Agreement without any liability whatsoever to the Service Provider, following written notice to the Service Provider, for breach of the obligations and warranties set forth in Article XVI, Essential Terms, as more fully described therein. In addition to the rights set forth in Sections 9.04; and 8.04 to withhold, offset or recover certain amounts, FAO shall take other action as it deems appropriate. Failure to comply with such repayment and/or other remedial action requested by FAO may result in further proceedings and/or sanctions against the Service Provider in accordance with FAO's Vendor Sanctions Procedures.

Article XIX. AMENDMENTS

Section 19.01 No amendment shall be permitted:

- a) which would have the effect of significantly altering the scope and/or purpose of this Agreement; or
- b) which increases the Maximum Financial Liability by more than one hundred percent of the original Maximum Financial Liability, except in such cases where a provision has explicitly been made that the Agreement is subject to officially agreed periodic revisions of the work plan and budget.

Section 19.02 The following changes or amendments to this Agreement shall be permitted only if evidenced by a writing signed by both Parties:

- a) budget reallocations or variations of more than 25% between the major headings of the Agreement budget;
- b) budget reallocations of any amount that indicate a serious deterioration of the Service Provider's cost efficiency, whereby costs of salaries, fees, travel and accommodation and/or per-diems for the Service Provider staff or subcontractors increase significantly from the original or previously amended budget, without commensurate changes to the quality or quantity of deliverables;
- c) cost increases;
- d) extensions of the Operational Period of the Agreement, but only if made prior to the Services End Date. Any such extension shall be requested by the Service Provider by notice to FAO no later than one calendar month prior to the Services End Date and provide a documented justification and an interim financial report; or
- e) changes to the payment instructions.

Section 19.03 Any deviations in performance under, or amendments to the terms of, this Agreement, other than those expressly prohibited in Section 19.01 or permitted by a signed writing in Section 19.02 shall be permitted if agreed via email exchange or other writing by both Parties.

Section 19.04 During the Closure Period, if Services are continuing to be provided as if the Agreement is in full force and effect, an amendment may be permitted, if in writing and signed by both Parties, with a view to extending the Operational Period of the Agreement to permit completion and delivery of stated outputs and deliverables and winding down of the Services.

Article XX. NON-WAIVER OF PRIVILEGES AND IMMUNITIES

Section 20.01 Nothing in this Agreement or in any document relating hereto, shall be construed as constituting a waiver of privileges or immunities of FAO, its personnel or any other persons providing the Services on its behalf or as its acceptance of the jurisdiction of the courts of any country over disputes arising out of this Agreement.

Article XXI. NON-WAIVER OF RIGHTS

Section 21.01 The failure by one Party to require performance of any provision shall not affect that Party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself and shall not relieve the Parties of any of their obligations under the Agreement.

Article XXII. LANGUAGE OF THE AGREEMENT

Section 22.01 The LoA shall be in one of English, Spanish or French. Any LoA-related documentation, reporting and monitoring and any other official correspondence between the Parties shall be the same language as that of the LoA. Translations of the LoA or LoA-related documentation into other languages shall be for convenience only and shall not be binding on the Parties.

Article XXIII. APPLICABLE LAW

Section 23.01 The present Agreement shall be governed by general principles of law, to the exclusion of any single national system of law. General principles of law shall be deemed to include the UNIDROIT Principles of International Commercial Contracts of 2016.

Section 23.02 In providing the Services, the Service Provider shall conform to all national laws applicable to its activities and its relations to third parties, including employees. The Service Provider shall promptly correct any violations thereof and shall keep FAO informed of any conflict or problem arising in relation to national authorities.

Article XXIV. INTERPRETATION OF THE AGREEMENT

Section 24.01 In the event of a conflict or inconsistency between the provisions of this Annex and of Annex C, Annex C shall prevail.

Article XXV. COMPUTATION OF DEADLINES

Section 25.01 Unless stated otherwise, “days” as used herein means calendar days.

Article XXVI. SETTLEMENT OF DISPUTES

Section 26.01 Any dispute between the parties arising out of the interpretation or execution of this Agreement, if not settled by negotiation between the parties or by another agreed mode of settlement, shall be submitted at the request of either party, to one conciliator. Should the parties fail to reach agreement on the name of a sole conciliator, each party shall appoint one conciliator. The conciliation shall be carried out in accordance with the Conciliation Rules of the United Nations Commission on International Trade Law, as at present in force.

Section 26.02 Any dispute not resolved by conciliation shall, at the request of either party, be settled by arbitration in accordance with the Arbitration Rules of the United Nations Commission on International Trade Law, as at present in force. The arbitral tribunal shall have no authority to award punitive damages. FAO and the Service Provider agree to be bound by any arbitration award rendered in accordance with this article, as the final adjudication of any such dispute.

Section 26.03 The parties may request conciliation during the execution of this Agreement and in the period not to exceed twelve months after the completion, expiry or termination of this Agreement. The parties may request arbitration not later than ninety (90) calendar days after the termination of the conciliation proceedings. All dispute resolution proceedings shall be conducted in the language in which the Agreement is drafted, which shall be either English, Spanish or French.

Section 26.04 The provisions of this Article XXVI shall survive the termination of this Agreement.

ANNEX B TO LETTER OF AGREEMENT: TERMS OF REFERENCE AND PAYMENT PROVISIONS

1. Context

FAO Regional Office for Europe and Central Asia in collaboration with the Forest Research and Management Institute (FRMI) is formulating a project to be submitted to the Green Climate Fund (GCF) on climate change adaptation and mitigation of the forest sector in the Republic of Moldova.

For the definition of the more suitable areas for the project implementation, a GIS analysis is expected based on digital available information on forest management plans cadaster maps, digital terrain model (DTM) as well as other possible layers, such as environmental (e.g. soil, geological map, watersheds and river network, land-use/land-cover maps), socioeconomic or infrastructure data sets (roads, settlements, municipalities).

For selecting the more suitable areas, a geospatial suitability index for afforestation by native species will be developed by FRMI with the coordination of FAO. It will be used to assess the whole territory of Moldova to identify suitable areas for project implementation. Based on this synthetic metric, areas of possible intervention for the Green Climate Fund (GCF) project will be identified and fine-tuned considering different criteria to agree with FAO and other stakeholders.

The analysis will facilitate the final identification of areas of intervention of the GCF project. Timely delivery and methodological soundness are crucial to support the elaboration of a fully-fledged GCF project proposal.

Programme Priority Areas. The Services will contribute to the following priority areas: BE1: Climate change mitigating and adapted agri-food systems - Transformation and resilience of agri-food systems to achieve sustainability and Paris Agreement goals enabled through the establishment and implementation of climate-smart agricultural practices, policies, and programmes

2. Scope

a. Purpose:

Identify potential areas of afforestation based on a geospatial suitability index analysis in the framework of the GCF project formulation for Moldova. The service provider should suggest and justify the geospatial suitability index and consider legal issues regarding afforestation activities in the country.

The Parties acknowledge that no amendments may be made to the LoA to permit activities that fall outside the purpose of the LoA.

b. Outputs:

The main outputs of the Agreement are: Digital map of a subset of most up-to-date Forest Management Plans (F.M.P.) data (vector format, polygons) identifying Forest Fund (F.F.) which is not actually covered by forest stands; Digital Terrain Model (D.T.M.) in raster format; Digital cadastral maps (vector format, polygons) covering territory of all communities adjacent to F.F. in the two regions including attribute data on the actual land-use and ownership; Digital maps of the community lands (vector format, polygons) with demographic attributes attached; Digital (raster) map containing the suitability matrix values, Digital (vector) map delineating the identified areas of intervention, Final G.I.S. Analysis Report and the completed final report.

All maps will be made available in PostgreSQL/PostGIS database which can be accessed through the secured ssh protocol (login and password will be provided to F.A.O. responsible person) before dates indicated in section 2.3 of this LoA.

Additional deliverables are: Sample analysis report.

c. Activities:

Under the technical supervision of the R.E.U. Forestry Officer the Service Provider will conduct identification of areas of intervention through a G.I.S. analysis the Service Provider will produce, achieve or deliver the following outputs: Identify potential areas of afforestation based on a geospatial suitability index analysis in the framework of the GCF project formulation for Moldova. The service provider should suggest and justify the geospatial suitability index and consider legal issues regarding afforestation activities in the country.

The Service Provider will undertake the following activities:

- a) Suggest and justify the geospatial suitability index to identify potential areas for afforestation in Moldova.
- b) Carry out a brief overview regarding legal/governance aspects that might affect the potential areas for afforestation in Moldova.
- c) Apply the geospatial suitability index at national scale and provide the results report in a geospatial layers (Raster and vector format), and in a tabular format disaggregated by municipalities and provinces and tenure issues if possible (state land, private land, etc.).
- d) Based on the geospatial suitability index analysis, select two potential priority areas (minimum extent 25 x 25 km), where the project will have more impact on afforestation activities. It is expected that at least 10,000 hectares of suitable land, can be identified in each suggested priority area. The minimum mapping area should be 25 ha. Areas of smaller size are acceptable only if they are still above 5 ha and there are more areas in the perimeter of 2 km that sum up to the minimum of 25 hectares.
- e) Species composition and afforestation densities will be provided as attributes for each particular priority area of intervention. This information should reflect the potential natural species composition based on an analysis of site conditions.
- f) Layers (digital maps – images, vectors and rasters data) on which the geospatial suitability index has been defined will be compiled in a Metadata, that includes the source of the data and other relevant information about the data. In addition a PostgreSQL database with PostGIS extension which can be accessed through the secured ssh protocol (login and password will be provided to F.A.O. responsible person).
- g) Among the mandatory layers (if they are available) are:
 - Country borders
 - State land borders
 - Municipality borders
 - Soils types
 - Agroecological zones or Life zones
 - Water bodies and land cover.
 - Forest Areas.
 - Forest Management Plans (F.M.P.) data (vector format, polygons) identifying Forest Fund (F.F.), which is not covered by forest stands. No detailed F.M.P. data describing actual forest stands (for example, growing stock and species composition, planned or realized interventions) are required but welcome.
 - Digital Terrain Model (D.T.M.) in raster format (raster cells holding the altitude value). National D.T.M. or 30-arc seconds SRTM (Shuttle Radar Topographic Mission by NASA) can be used. Steep slopes should be avoided.

- Digital cadastral maps (vector format, polygons) covering the territory of all communities adjacent to F.F. in the two regions will also be made available, including attribute data on the actual land use and ownership.
 - Digital maps of the community land (vector format, polygons) linked to demographic attributes (available at district level (rayons), e.g., number of families, household, age structure, migration trends).
 - A fully-fledged analysis based on a geospatial suitability index taking into account legal and tenure issues related to afforestation activities in Moldova
- h) Prepare final report.
 - i) The coordinate system used will be UTM with an appropriate zone.
 - j) The positional accuracy, geometrical and thematic detail of the analysis, and the resulting map won't be worse than what corresponds to 1:25 thousand mapping scale.
 - k) A right to access, copy and use the analysis results, source as well as resulting maps will be guaranteed to F.A.O. free of charge - in order to use it for the GCF project preparation as well as for other studies or demonstration purposes whenever necessary.

At the end of the project, the service provider will provide final report document to F.A.O. about all implemented activities.

d. Key Performance Indicators and Means of Verification:

The Service Provider shall submit and agree to/with, the Responsible Officer **the Mid-term progress report** with:

1. Definition of the geospatial suitability index to identify potential areas for afforestation in Moldova
2. Methodological report no later than **December, 15, 2022**

The Service Provider shall submit and agree to/with, the Responsible Officer, the report and metadata with the results of the suitability index at the national scale, which includes identifying the priority areas (minimum 25x25 km), with the justification for the selection, a PostgreSQL database with PostGIS extension can be accessed through the secured ssh protocol and a report on the preliminary selection of potential 10000 ha of more possible locations in each priority area No later than **December 30, 2022**.

The Service Provider shall submit and agree to/with, the Responsible Officer, the **Final report** no later than **January 15, 2023**

All reports shall be submitted to F.A.O. in two copies (one original and one electronic copy), all reports and deliverables shall be **written in English**.

The Final Report, consisting of narrative and financial report, shall be signed and certified as to correctness in accordance with this LoA.

LoA Part III - Annex B

e. Workplan/Calendar of Activities:

Activity	Description of activity	Indicator	Deadline	Means of verification
1	Design and justify the geospatial suitability index to identify potential areas for afforestation in Moldova, considering legal / governance aspects that might affect the definition of the potential area for afforestation.	A geospatial suitability index to identify potential areas for afforestation in Moldova	15 Dec 2022	<ul style="list-style-type: none"> Written report on the design and justification of the geospatial suitability index, including legal/governance aspects that might affect the definition of the potential areas approved by the RO
2	Carry out the analysis using the suitability index, legal/governance aspects that might affect the potential areas for afforestation in Moldova.	One Geospatial layer with the identification of potential areas for afforestation in Moldova		<ul style="list-style-type: none"> Written Report and metadata with the results of the suitability index at the national scale, which includes identification of the 2 priority areas (minimum 25x25 km), with the justification for the selection.
3	Based on the identification of potential areas at the national scale, suggest at least two priority areas (minimum extent 25 x 25 km), where the project will have more impact on afforestation activities. At least 10,000 hectares of suitable land are expected to be identified in each suggested priority area. The minimum mapping area should be 25 Ha. Areas of smaller size are acceptable only if they are still above 5 ha and there are more areas in the perimeter of 2 km that sum up to the minimum of 25 hectares.	At least two potential areas at the national scale, suggest, where the project will have more impact on afforestation activities, with at least 10,000 hectares of suitable land	30 Dec 2022	<ul style="list-style-type: none"> A PostgreSQL database with PostGIS extension can be accessed through the secured ssh protocol.
4	Compilation of Layers (digital maps – images, vectors and rasters data) on which the geospatial suitability index has been defined in a Metadata, that includes the source of the data and other relevant information about the data. In addition, a PostgreSQL database with PostGIS extension can be accessed through the secured ssh protocol.	One Geospatial Metadata available with the compilation of Layers (digital maps – images, vectors and rasters data) available and accessible through the secured ssh protocol		<ul style="list-style-type: none"> Geospatial Metadata available using the PostgreSQL database with PostGIS extension with the compilation of Layers (digital maps – images, vectors and rasters data).

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5	Identify in total 10 thousand ha per suggested area of land most suitable for GCF intervention during the project implementation (geospatial product and tabular output), including the suggestion of the species composition and afforestation densities for each particular priority area of intervention. This information should reflect the potential natural species composition based on an analysis of site conditions.	10 thousand ha identified as most suitable for GCF intervention during the project implementation		<ul style="list-style-type: none"> Report on the preliminary selection of potential 10 000 ha of possible locations in each priority area, including the suggestion of the species composition and afforestation densities for each particular priority area of intervention
	Prepare final technical and financial report		15 Jan 2023	<ul style="list-style-type: none"> Final report

3. Reports that Must be Submitted to FAO

The Service Provider shall submit and agree to/with Mr. Tudor Robu, the Responsible Officer **the Mid-term progress report** with:

3. Definition of the geospatial suitability index to identify potential areas for afforestation in Moldova
4. Methodological report no later than **December, 15, 2022**

The Service Provider shall submit and agree to/with Mr. Tudor Robu, the Responsible Officer, the report and metadata with the results of the suitability index at the national scale, which includes identifying the priority areas (minimum 25x25 km), with the justification for the selection, a PostgreSQL database with PostGIS extension can be accessed through the secured ssh protocol and a report on the preliminary selection of potential 10000 ha of more possible locations in each priority area No later than **December 30, 2022**.

The Service Provider shall submit and agree to/with Mr. Tudor Robu, the Responsible Officer, the **Final report** no later than **January 15, 2023**

All reports shall be submitted to F.A.O. in two copies (one original and one electronic copy), all reports and deliverables shall be **written in English**.

The Final Report, consisting of narrative and financial report, shall be signed and certified as to correctness in accordance with this LoA.

4. Detailed Budget

RESOURCES-BASED LOA BUDGET					
	Currency (click and select from list below)				
	MDL - Moldova Leu				
Cat. No.	Items Description	Unit of measurement	Qty (no. of units)	Unit Cost	Total Cost
				MDL	MDL
1	HUMAN RESOURCE INPUTS (Staff time and consultants...)				
1.1	Senior Technical Expert (staff)	Person-days	8	2,883	23,064
1.2	Project Technical Coordinator (staff)	Person-days	10	2,307	23,070
1.3	Senior Technical Expert in Topography and Cartography (staff)	Person-days	26	2,307	59,982
1.4	Junior Technical Expert in Topography (staff)	Person-days	20	1,244	24,880
1.5	Senior Technical Expert (s) in Forestry Projecting (staff)	Person-days	15	2,307	34,605
1.6	Accountant (staff)	Person-days	6	1,244	7,464
...					
2	GENERAL OPERATING AND MAINTENANCE EXPENSES				
2.1	Office stationery (paper, pens, printing)	lumpsum	1	500	500
2.2	High-speed Internet connection	months	3	800	2,000
2.3	Written translations	page	100	174	17,400
...					
	TOTAL COSTS				192,965
	INDIRECT COSTS (IF APPLICABLE)	% overhead rate>>		0%	0
	FAO'S MAXIMUM FINANCIAL LIABILITY	GRAND TOTAL			192,965

5. Description of Inputs to be Provided In Kind by FAO and Schedule of Provision

Close collaboration will exist between the Service Provider and the F.A.O. forestry technical officers in order to successfully complete the Agreement.

List of Inputs

Technical review and advice on working documents and reports.

Timing of inputs

Throughout the LoA implementation period.

6. Inputs to be Provided by Service Provider without Charge to FAO and Schedule of Provision

The Service Provider will appoint a minimum one technical staff to assist in identifying areas of intervention for the GCF project being formulated for Moldova through a G.I.S. analysis.

The Service Provider will guarantee the right to access, copy and use the analysis results, source as well as resulting maps to F.A.O. free of charge - to use it for the GCF project preparation and other studies or demonstration purposes whenever necessary.

Timing of inputs

Throughout the LoA implementation period.

7. Payment Terms

- a. Any requests for payment shall be made using the payment form provided in Appendix 1 hereto or such other form as has been specifically authorized by FAO or agreed in advance by the Parties.
- b. The Service Provider shall submit each request for payment to the LoA Manager at the address for notices and other communications under paragraph 7 of the LoA.
- c. Payments will be made in the currency stated in paragraph 3 of the LoA and according to the banking instructions provided by the Service Provider in paragraph 8, below.
- d. Payments under this Agreement will be made only after certification by the LoA Manager that proper request has been made by the Service Provider and of the satisfaction by the Service Provider of the requisite conditions set forth for the payment. The proposed schedule of payments and related conditions is as follows:

- i. **1st payment** not to exceed 20% - 38593 MDL (thirty eight thousands five hundreds ninety three MDL) upon signature of the present Agreement;
- ii. **2nd payment** not to exceed 30% - 57889 MDL (*fifty seven thousands eight hundreds eighty nine MDL*) upon upon acceptance by F.A.O. of the deliverable(s) or on the date indicated in the Work plan/Timeframe in the Annex;
- ii. following review and approval of the narrative and financial Final Report submitted by the Service Provider in accordance with Section 9.01 of Annex A, **final payment** not to exceed 50% - 96483 MDL [*ninety six thousands four hundreds eighty three MDL*]. Technical clearance of deliverable(s): Methodological Report, Sample Analysis Report, Raster and Digital Maps, G.I.S. Analysis Report is a precondition of approving the Final Report.

8. Banking Instructions

Payments shall be made to the Service Provider using the following banking information:

Bank Name Mobiasbanca-OTP Group S.A.	Bank Routing Sort Code and/or Branch Code MOBBMD22
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Exact Bank Account Holder Name (account must be held in the name of the Service Provider, FAO cannot make payments to third parties) Institutul de Cercetari si Amenajari Silvice I.S.		Account Number 86254267100
Swift/BIC Code MOBBMD22	IBAN MD41MO2224ASV86254267100	Account Currency MDL
Bank Address (physical address, no PO boxes) mun. Chisinau, str. Calea Iesilor 55, Sucursala nr. 43 Calea Iesilor		
Bank City Chisinau		Bank Country Republic of Moldova
Intermediary Bank Details (if applicable) 		

9. Identification Data Relating to the Service Provider

The Service Provider warrants that the following information is true and correct and acknowledges its notification obligations pursuant to **Section 14.02 of Annex A**.

Full Name of Service Provider (as Legally Registered) Institutul de Cercetări și Amenajări Silvice Î.S.		FAO Supplier Number (if known) 404525
Other Trading Name(s) of Service Provider (if applicable) 		
Address Line 1 Republica Moldova, MD 2069, or. Chișinău, str. Calea Ieșilor 69		
Address Line 2 		
Address Line 3 		
City Chisinau		Postal Code MD-2069
State 		Country Republic of Moldova
Email Address icas@moldsilva.gov.md		Website https://icas.com.md/
Telephone Number (incl. country and area code) +373 22 59 33 51		Fax Number (incl. country and area code) +373 22 59 33 51

Appendix 1: Request for Payment Template

[illegible]



AMENDMENT TO LETTER OF AGREEMENT

2

Between

the Food and Agriculture Organization of the United Nations ("FAO") and the

*Institutul de Cercetări și Amenajări Silvice Î.S.
(Forest Research and Management Institute)*

Chisinau, Republic of Moldova

1. Introduction

The Food and Agriculture Organization of the United Nations (hereinafter referred to as "FAO") and Institutul de Cercetări și Amenajări Silvice Î.S. (Forest Research and Management Institute) (hereinafter referred to as the "Service Provider") (together hereinafter referred to as the "Parties") signed the Letter of Agreement attached in Annex C which came into effect on 6 December 2022 and was due to expire on 31 January 2023.

The Parties hereby agree to amend the Letter of Agreement under the terms and conditions described below.

2. Purpose

A detailed description of any additional and modified Services including ones described in this Amendment together with the new technical and operational requirements, the work plan and timeframe, performance indicators and means of verification, as well as additional inputs to be provided free-of-charge by the Service Provider and FAO, if any, are set out in detail in the Annex A; which together with the new complete amended budget that is presented in Annex B, form an integral part of this Amendment.

3. Terms of Payment

The following payments have been made by FAO on the dates specified below:

[MDL 38 593 MDL [First payment, PO 9304637, paid in 13 December 2022, ref# ERS-484608-81122].

The following payments will be made after certification by the Responsible Officer of the request(s) for payment as follows:

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- (ii) 96483 MDL upon acceptance by FAO of the Final Report mentioned under paragraph 7 a) of the Letter of Agreement in Annex C. Technical clearance of deliverable (s): Methodological Report, Sample Analysis Report, Raster and Digital Maps, G.I.S Analysis Report is a precondition of approving the Final Report.

The amounts set forth above will be paid in the currency stated above, in accordance with the detailed banking instructions provided by the Service Provider in the Letter of Agreement in Annex C.

- 4. Entry into force and period of validity. The Parties also agree that this Amendment will enter into force on the latest of the dates of signatures by the Parties and that the Letter of Agreement will expire on **31 March 2023**.
- 5. In performing the Services, the Service Provider will comply in full and without delay with all rules and regulations that are issued by national and local governments regarding quarantine, public health, and/or the holding of public events and gatherings. In case of failure to comply, FAO may cancel part of the Services, and suspend or terminate the Agreement in accordance with the provisions detailed in the section "Delays and Termination" of this Agreement. In addition, the Service Provider may not, as part of the Services described in this Agreement, arrange any international travel for individuals that are not under their employment, without the prior notification and written clearance from the FAO LoA Responsible Officer. Such notification should clearly mention the name of the traveller, reason for travel, and the origin and destination of the journey.
- 6. All other terms and conditions of the Agreement, except as amended herein, shall remain unchanged and shall continue in full force and effect. This Amendment shall be an integral part of the Agreement. The Agreement, as modified by this Amendment, constitutes the complete agreement between the Parties and supersedes any prior written or oral agreements, writings, communications or understandings of the Parties with respect to the subject-matter thereof. In the event of any conflict between the terms and conditions of this Amendment and the Agreement, the terms of this Amendment shall prevail.

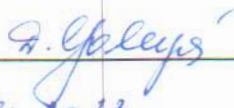
Signed on behalf of the Food and Agriculture Organization of the United Nations:

Signature: 


Date: 31 January 2023

Raimund Jehle, FAO Representative in the Republic of Moldova

Signed on behalf of the Institutul de Cercetari si Amenajari Silvice I.S.

Signature: 

Date: 31. 01. 2023



Dumitru Galupa, Director

The Service Provider will sign two copies of this Agreement and return one to the FAO *Responsible Officer*.

ANNEX A: Workplan and specifications of modified and additional services

Activity	Description of activity	Indicator	Deadline	Means of verification
1	Design and justify the geospatial suitability index to identify potential areas for afforestation in Moldova, considering legal / governance aspects that might affect the definition of the potential area for afforestation.	A geospatial suitability index to identify potential areas for afforestation in Moldova	22 Dec 2022	<ul style="list-style-type: none">• Written report on the design and justification of the geospatial suitability index, including legal/governance aspects that might affect the definition of the potential areas approved by the RO
2	Carry out the analysis using the suitability index, legal/governance aspects that might affect the potential areas for afforestation in Moldova.	One Geospatial layer with the identification of potential areas for afforestation in Moldova		<ul style="list-style-type: none">• Written Report and metadata with the results of the suitability index at national scale, which includes identification of the 2 priority areas (minimum 25x25 km), with the justification for the selection.
3	Based on the identification of potential areas at the national scale, suggest at least two priority areas (minimum extent 25 x 25 km), where the project will have more impact on afforestation activities. At least 10,000 hectares of suitable land are expected to be identified in each suggested priority area. The minimum mapping area should be 25 Ha. Areas of smaller size are acceptable only if they are still above 5 ha and there are more areas in the perimeter of 2 km that sum up to the minimum of 25 hectares.	At least two potential areas at the national scale, suggest, where the project will have more impact on afforestation activities, with at least 10,000 hectares of suitable land	15 March 2023	<ul style="list-style-type: none">• A PostgreSQL database with PostGIS extension can be accessed through the secured ssh protocol.
4	Compilation of Layers (digital maps – images, vectors and rasters data) on which the geospatial suitability index has been defined in a Metadata, that includes the source of the data and other relevant information about the data. In addition, a PostgreSQL database with PostGIS extension can be accessed through the secured ssh protocol.	One Geospatial Metadata available with the compilation of Layers (digital maps – images, vectors and rasters data) available and accessible through the secured ssh protocol		<ul style="list-style-type: none">• Geospatial Metadata available using the PostgreSQL database with PostGIS extension with the compilation of Layers (digital maps – images, vectors and rasters data).
5	Identify in total 10 thousand ha per suggested area of land most suitable for GCF intervention during the project implementation (geospatial product and tabular output), including the suggestion of the species composition and afforestation densities for	10 thousand ha identified as most suitable for GCF intervention during the project implementation		<ul style="list-style-type: none">• Report on the preliminary selection of potential 10 000 ha of possible locations in each priority area, including the suggestion of the species composition and afforestation densities for each particular priority area intervention

	each particular priority area of intervention. This information should reflect the potential natural species composition based on an analysis of site conditions.				
	Prepare final technical and financial report			31 March 2023	<ul style="list-style-type: none"> Final report

ANNEX B: AMENDED BUDGET

[Detailing FAO's total maximum financial liability and all required resource inputs. Please use the template available at FAO's LoA Handbook pages]

N/A

AMENDMENT TO LETTER OF AGREEMENT

Between

the Food and Agriculture Organization of the United Nations ("FAO") and the

Institutul de Cercetări și Amenajări Silvice Î.S.
(Forest Research and Management Institute)

Chisinau, Republic of Moldova

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The Food and Agriculture Organization of the United Nations (hereinafter referred to as "FAO") and Institutul de Cercetări și Amenajări Silvice Î.S. (Forest Research and Management Institute) (hereinafter referred to as the "Service Provider") (together hereinafter referred to as the "Parties") signed the Letter of Agreement attached in Annex C which came into effect on 6 December 2022 and was due to expire on 31 March 2023.

The Parties hereby agree to amend the Letter of Agreement under the terms and conditions described below.

2. Purpose

A detailed description of any additional and modified Services including ones described in this Amendment together with the new technical and operational requirements, the work plan and timeframe, performance indicators and means of verification, as well as additional inputs to be provided free-of-charge by the Service Provider and FAO, if any, are set out in detail in the Annex A; which together with the new complete amended budget that is presented in Annex B, form an integral part of this Amendment.

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The amounts set forth above will be paid in the currency stated above, in accordance with the detailed banking instructions provided by the Service Provider in the Letter of Agreement in Annex C.

- 4. Entry into force and period of validity. The Parties also agree that this Amendment will enter into force on the latest of the dates of signatures by the Parties and that the Letter of Agreement will expire on **15 of May 2023**.
- 5. In performing the Services, the Service Provider will comply in full and without delay with all rules and regulations that are issued by national and local governments regarding quarantine, public health, and/or the holding of public events and gatherings. In case of failure to comply, FAO may cancel part of the Services, and suspend or terminate the Agreement in accordance with the provisions detailed in the section "Delays and Termination" of this Agreement. In addition, the Service Provider may not, as part of the Services described in this Agreement, arrange any international travel for individuals that are not under their employment, without the prior notification and written clearance from the FAO LoA Responsible Officer. Such notification should clearly mention the name of the traveller, reason for travel, and the origin and destination of the journey.
- 6. All other terms and conditions of the Agreement, except as amended herein, shall remain unchanged and shall continue in full force and effect. This Amendment shall be an integral part of the Agreement. The Agreement, as modified by this Amendment, constitutes the complete agreement between the Parties and supersedes any prior written or oral agreements, writings, communications or understandings of the Parties with respect to the subject-matter thereof. In the event of any conflict between the terms and conditions of this Amendment and the Agreement, the terms of this Amendment shall prevail.

Signed on behalf of the Food and Agriculture Organization of the United Nations:


Signature: 

Date: 29 March 2023

Raimund Jehle, FAO Representative in the Republic of Moldova



Signed on behalf of the Institutul de Cercetari si Amenajari Silvice I.S.

Signature: 

Date: 29 March 2023

Dumitru Galupa, Director

The Service Provider will sign two copies of this Agreement and return one to the FAO Responsible Officer.

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2	Carry out the analysis using the suitability index, legal/governance aspects that might affect the potential areas for afforestation in Moldova.	One Geospatial layer with the identification of potential areas for afforestation in Moldova	30 April 2023	<ul style="list-style-type: none"> Written Report and metadata with the results of the suitability index at the national scale, which includes identification of the 2 priority areas (minimum 25x25 km), with the justification for the selection.
3	Based on the identification of potential areas at the national scale, suggest at least two priority areas (minimum extent 25 x 25 km), where the project will have more impact on afforestation activities. At least 10,000 hectares of suitable land are expected to be identified in each suggested priority area. The minimum mapping area should be 25 Ha. Areas of smaller size are acceptable only if they are still above 5 ha and there are more areas in the perimeter of 2 km that sum up to the minimum of 25 hectares.	At least two potential areas at the national scale, suggest, where the project will have more impact on afforestation activities, with at least 10,000 hectares of suitable land		<ul style="list-style-type: none"> A PostgreSQL database with PostGIS extension can be accessed through the secured ssh protocol.
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	Prepare final technical and financial report		15 May 2023		<ul style="list-style-type: none"> Final report

ANNEX B: AMENDED BUDGET

[Detailing FAO's total maximum financial liability and all required resource inputs. Please use the template available at FAO's LoA Handbook pages]

N/A

ANNEX C: ORIGINAL LOA

[and any subsequent amendments approved to date]

منظمة
الغذية والزراعة
للأمم المتحدة

联合国
粮食及
农业组织

Food and Agriculture
Organization of the
United Nations



Organisation des
Nations Unies pour
l'alimentation et
l'agriculture

Продовольственная и
сельскохозяйственная
организация
Объединенных Наций

Organización de las
Naciones Unidas para la
Alimentación y la
Agricultura

Viale delle Terme di Caracalla, 00153 Rome, Italy

Fax: +39 0657053152

Tel: +39 0657051

www.fao.org

FAO Budget Code: OT.REUTD.OTCP200021294

GRMS Supplier Number: 404525

PO Number : 9304637

Your Ref.:

AMENDMENT TO LETTER OF AGREEMENT

Between

the Food and Agriculture Organization of the United Nations ("FAO") and the

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(Forest Research and Management Institute)*

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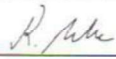
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Signed on behalf of the Food and Agriculture Organization of the United Nations:

Signature: 

Date: 31 January 2023

Raimund Jehle, FAO Representative in the Republic of Moldova

Signed on behalf of the Institutul de Cercetari si Amenajari Silvice I.S.

Signature: 
Date: 31. 01. 2023

Dumitru Galupa, Director

The Service Provider will sign two copies of this Agreement and return one to the FAO *Responsible Officer*.

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each particular priority area of intervention. This information should reflect the potential natural species composition based on an analysis of site conditions.				
Prepare final technical and financial report		31 March 2023		<ul style="list-style-type: none">• Final report

ANNEX B: AMENDED BUDGET

[Detailing FAO's total maximum financial liability and all required resource inputs. Please use the template available at FAO's LoA Handbook pages]

N/A

ANNEX C: ORIGINAL LOA

[and any subsequent amendments approved to date]

LoA Part I - Main Agreement

FOOD AND AGRICULTURE ORGANIZATION OF THE UNITED NATIONS

Viale delle Terme di Caracalla, 00153 Rome, Italy Fax: +39 0657051132 Tel: +39 0657051131 www.fao.org

FAO Budget Code: 07-88UTD-OTCP200021294

GRAMS Supplier Number: 404525

PO Number:

FAO Project Symbol: TCP/MOL/3806

Other Reference:

Your Ref:

LETTER OF AGREEMENT

between
the Food and Agriculture Organization of the United Nations
and

Institutul de Cercetări și Amenajări Silvice I.S.
(Forest Research and Management Institute)

Republica Moldova, MD 2068, or, Chișinău, str. Casei Inginer 69

for provision of services for
"Identification of areas of intervention through a G.I.S. analysis"

Letter of Agreement Page | i

- c) any expenditure made by the Service Provider (or payment made by FAO) as a result of any irregularity or corrupt, fraudulent, collusive, coercive, unethical and/or obstructive practice, as defined in this Agreement, by the Service Provider, any successors or assigns, employees, agents or representatives, or such other amount as is determined by FAO to be equitable under the circumstances.

Section 8.04 FAO shall formally notify the Service Provider of its intention to withhold, offset or recover any such sums, specifying the amount and the reasons therefor and inviting the Service Provider to provide additional documentation in connection with the disqualified expenditure or Returnable Items within 30 days from the date of receipt of the notice. After examination of any additional documentation submitted by the Service Provider or if the Service Provider does not submit any additional documentation by the stated deadline, FAO will formally notify the Service Provider of its decision to withhold or offset other amounts payable to the Service Provider under this or any other agreement, and/or to proceed with a recovery of the disqualified expenditure or Returnable Items. Where FAO elects to proceed with a recovery, it shall also provide the Service Provider with a final deadline for repayment to FAO.

Article IX. REPORTING AND RECORD MAINTENANCE REQUIREMENTS

Section 9.01 The Service Provider shall submit to the LoA Manager the Reports listed in Annex B on the dates set forth therein, including a final report consisting of a narrative report and a financial report **within 30 days following the Services End Date (the "Final Report")**. The Final Report must be sufficiently detailed to allow certification of deliverables and of expenditures, including spot checks on representative or risk-based transactions. The Final Report shall be signed and certified as to its correctness by a duly designated representative of the Service Provider (e.g. executive officer, chief financial officer, chief accountant or similar).

Section 9.02 The Service Provider shall keep accurate financial records and maintain supporting documentation showing the utilization of inputs and funds under this Agreement and any other documentation related to the Services for a period of five years following the Financial Period, or such longer period as has been notified by FAO, during which period FAO, or a person designated by FAO, or the relevant auditing authority (e.g. national audit office) shall have the right, at any time, to conduct reviews and/or audits relating to any aspect of this Agreement. The Service Provider shall provide its full and timely cooperation with any such review or audit. Full and timely cooperation shall include, but not be limited to, making available to respond to questions employees or agents with knowledge of the Agreement and granting to FAO or other designated persons or relevant authority, access at **reasonable times and conditions to the Service Provider's premises or other sites where** documentation related to this Agreement is kept or activities related to this Agreement are carried out. This obligation will survive the expiration or termination of this Agreement.

Section 9.03 In addition to the requirements set forth in Section 9.01, the Final Report for LoAs having a Maximum Financial Liability of \$200,000 or greater shall also be signed by an independent third party **auditor. Such auditor's fees may be included in the LoA budget and reimbursed to the Service Provider.** Section 9.04 If the Service Provider fails to submit the Final Report specified in Section 9.01 above within 30 calendar days following the Services End Date, FAO shall, after notice to the Service Provider, be under no further obligation to make payment to the Service Provider under this Agreement.

Article X. MAXIMUM FINANCIAL LIABILITY

Section 10.01 This Agreement is a cost reimbursable contract, and FAO shall pay only costs actually incurred pursuant to the budget set forth in Annex B. Funds provided by FAO under this Agreement are to be used by the Service Provider exclusively for the provision of the Services in accordance with the terms of this Agreement. Neither the Service Provider nor its personnel nor any other persons providing the Services on its behalf, will incur on behalf of FAO any additional commitment or expense exceeding the Maximum Financial Liability.

Article XI. USE OF NAME, EMBLEM OR OFFICIAL SEAL

Section 11.01 FAO does not, through this Agreement, endorse or recommend any commercial products, processes or services. The Service Provider may, in any information disseminated to the press, internal stakeholders or beneficiaries of the Services, including in any related publicity material, official notices,

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Letter of Agreement..... Page 1

General Terms and Conditions for Letters of Agreement..... Annex A

Terms of Reference and Payment Provisions..... Annex B

This Letter of Agreement (hereinafter the "LoA" or the "Agreement") is made between the Food and Agriculture Organization of the United Nations (hereinafter referred to as "FAO") and Institutul de Cercetări și Amenajări Silvice I.S. (Forest Research and Management Institute), hereinafter referred to as the "Service Provider".

FAO and the Service Provider (hereinafter collectively referred to as the "Parties"), in consideration of the mutual covenants and agreements contained herein, hereby agree as follows:

1. Scope of Services

The Service Provider will provide certain services (the "Services") described in detail in Annex B in support of the TCP/MOL/3806 "Formulation of a GCF project proposal on climate change adaptation and mitigation in forestry".

2. Definitions

For the purposes of this Agreement, if not otherwise defined herein, the definitions listed in Annex A shall apply.

3. Compensation

To enable the Service Provider to provide the Services, FAO will pay the Service Provider a total amount not exceeding 192965 MDL (one hundred ninety two thousand nine hundred sixty five MDL), which represents FAO's maximum financial liability under this Agreement ("Maximum Financial Liability"). Payments shall be made in accordance with the payment provisions set forth in Annex B.

4. Designation of the FAO LoA Manager

Mr. Tudor Robu, Assistant FAO Representative in the Republic of Moldova, email: tudor.robu@fao.org is designated the officer responsible for the management of this Agreement ("LoA Manager") on behalf of FAO.

5. Entry into Force and Term

The Agreement will enter into force upon the later of 5 December 2022 and the date both Parties have signed the agreement (the "Effective Date"). Services shall be provided until 30 December 2022 (the "Services End Date"), unless terminated earlier in accordance with the provisions below, or extended by mutual, written agreement (the period between the Effective Date and the Services End Date, is hereinafter referred to as the "Operational Period"). Following the Operational Period there will be an additional period of 30 calendar days during which the Service Provider shall complete and submit to FAO the Final Report (the "Closure Period"). The Agreement shall terminate at the end of the Closure Period.

6. Purpose of the LoA

- a. The purpose for which the funds provided by FAO under this Agreement shall be used is the following: Identification of areas of intervention through a G.I.S. analysis
- b. The Service Provider will produce, achieve or deliver the following outputs: Identify potential areas of afforestation based on a geospatial suitability index analysis in the framework of the G-CF project formulation for Moldova. The service provider should suggest and justify the geospatial suitability index and consider legal issues regarding afforestation activities in the country.

A detailed description of the Services, including technical and operational requirements, budget, work plan and timeframe, performance indicators and means of verification, as well as inputs to be provided free-of-charge by the Parties, if any, are set out in detail in Annex B.

7. Notices and Communications

All notices and other binding communications shall be in English, Spanish or French and shall be deemed to have been validly given (a) when delivered in person, (b) upon receipt after dispatch by registered or certified mail or international courier service, (c) upon confirmation of receipt by facsimile transmission or by email, in each case addressed as follows:

if to FAO:

Mr. Tudor Robu, Assistant FAO Representative in the Republic of Moldova
Email: tudor.robu@fao.org

if to the Service Provider:

Mr. Dumitru Galupa, Director
Institutul de Cercetări și Amenajări Silvice I.S. (Forest Research and Management Institute),
Email: icas@moldasilva.gov.md

or to such other address as either Party may from time to time specify in writing to the other Party.

8. Terms and Conditions: Interpretation of the Contract

This Agreement is subject to the General Terms and Conditions for Letters of Agreement attached hereto as Annex A. The provisions of such Annex shall control the interpretation of this Agreement and in no way shall be deemed to have been derogated by the contents of this LoA or any other Annexes, **unless otherwise expressly stated under Annex C of this LoA, entitled "Special Conditions and Derogations."**

9. Annexes, Appendices, Schedules: Integration

The Annexes, Appendices and Schedules to this Agreement constitute an integral part of this Agreement and together constitute a single binding contractual instrument.

10. Entire Agreement: No Prior Agreement

This Agreement constitutes the entire agreement between the Parties and terminates and supersedes any and all prior agreements and understandings (whether written or oral) between the Parties with respect to the subject matter of this Agreement.

Signed on behalf of the Food and Agriculture Organization of the United Nations:

Name and title of FAO Officer:

Raimund Jehle, FAO Representative in the Republic of Moldova

Signature: R. Jehle

Date: 06/12/2022

Signed on behalf of Institutul de Cercetări și Amenajări Silvice Î.S:

Name and title of the authorized signatory for Service Provider: Dumzaru Gukupa, Director

Signature: D. Gukupa

Date: 06/12/2022

The Service Provider will sign two copies of this Agreement and initial each page of this Agreement and its Annexes and return one complete executed set to the LoA Manager.

ANNEX A TO LETTER OF AGREEMENT:
GENERAL TERMS AND CONDITIONS FOR LETTERS OF AGREEMENT

Article I. DEFINITIONS

Section 1.01 **Agreement**: As defined in the preamble to the LoA, the agreement between the Parties hereto.

Section 1.02 **Closure Period**: As defined in the LoA in paragraph 5, the additional period of time granted to the Service Provider to prepare and submit to FAO the Final Report.

Section 1.03 **Confidential Information**: As defined in this Annex A, Section 13.01, below.

Section 1.04 **Credit Event**: Any sudden and tangible (negative) change in the Service Provider's credit standing or decline in credit rating or other event that brings into question the Service Provider's ability to repay its debt.

Section 1.05 **Effective Date**: As defined in the LoA in paragraph 5, the date this Agreement enters into force.

Section 1.06 **Executing Institution**: An Executing Institution can be any of the following institutions selected to provide Services to, or on behalf of, FAO under the provisions of Manual Section 507: i) a United Nations or other Intergovernmental organization; ii) a national or local government body; iii) an Eligible Entity with whom FAO has established by means of a Memorandum of Understanding an official partnership agreement with a partnership objective relevant to the purpose and the activities of this Agreement. For purposes of this Agreement, (i) the Executing Institution shall be the entity named in the preamble to the LoA and (ii) the terms Service Provider and Executing Institution are used interchangeably.

Section 1.07 **FAO**: Food and Agriculture Organization of the United Nations.

Section 1.08 **Final Report**: As defined in this Annex A, Section 9.01, below.

Section 1.09 **Financial Period**: The period from the Effective Date at the outset of the Operational Period to the end of the Closure Period[referred to in the LoA in paragraph 5].

Section 1.10 **Force Majeure**: As defined in this Annex A, Section 17.03, below.

Section 1.11 **Intergovernmental**: An organization established by a treaty or charter, and which is made up of sovereign nations.

Section 1.12 **Key Personnel**: Any persons whose names are set forth on Annex B, Appendix 2, if any.

Section 1.13 **LoA**: Specifically, this Letter of Agreement. Generally, a contractual instrument used to obtain Services from a Service Provider in accordance with FAO's policies, regulations and procedures described in detail in Section 507 of the Administrative Manual.

Section 1.14 **LoA Manager**: The person named in paragraph 4 of the LoA, or such other person as has duly been appointed by FAO to replace such person.

Section 1.15 **Manual Section 507**: FAO's Administrative Manual for letters of agreement

Section 1.16 **Maximum Financial Liability**: As defined in the LoA in paragraph 3, the amount representing FAO's maximum financial liability under this Agreement.

Section 1.17 **Miscellaneous Income**: As defined in this Annex A, Section 8.02, below.

Section 1.18 **Operational Period**: As defined in the LoA in paragraph 5, the period between the Effective Date and the Services End Date.

Section 1.19 **Party or Parties**: As defined in the preamble to the LoA, each of FAO and the Service Provider shall be a Party under this Agreement and collectively shall be referred to as the Parties.

Section 1.20 **Reimbursable Items**: As defined in this Annex A, Section 8.01, below.

Section 1.21 **Service Provider**: The entity named in the preamble to the LoA, selected to provide Services to, or on behalf of, FAO under the provisions of FAO Manual Section 507. In specific circumstances the Service Provider may be referred to in the LoA as the Executing Institution. For the purpose of this Agreement, the terms Service Provider and Executing Institution are used interchangeably.

Section 1.22 **Services**: Those services defined in the LoA in paragraph 1 and more fully described in Annex B of this Agreement. For purposes of any LoA with an Executing Institution the terms Services and Activities are used interchangeably.

Section 1.23 **Services End Date**: As defined in the LoA in paragraph 5, the date the Operational Period ends.

Section 1.24 **Termination Event**: As defined in this Annex A, Section 18.01.

Section 1.25 VAT: Value Added Tax.

Article II. LEGAL STATUS OF THE PARTIES

Section 2.01 Pursuant, inter alia, to the FAO Constitution and the Convention on the Privileges and Immunities of the Specialized Agencies, FAO has full juridical personality and enjoys such privileges and immunities as are necessary for the independent fulfilment of its purposes.

Section 2.02 Nothing contained in this Agreement or in any document or arrangement relating thereto shall be construed as conferring any privileges or immunities of FAO on the Service Provider, its personnel or any other persons providing the Services on its behalf.

Section 2.03 The Service Provider shall be registered as a governmental, Intergovernmental (e.g. other United Nations organization), non-governmental or other not-for-profit entity. It shall have independent legal status vis-à-vis FAO, and it shall be fully responsible, in particular, for the acts and omissions of its personnel, agents and other representatives.

Section 2.04 None of the officials, representatives, employees, or subcontractors of either of the Parties shall, by virtue of this Agreement, be considered in any respect as being an employee or agent of the other Party and nothing contained in this Agreement or in any document or arrangement relating thereto shall be construed as establishing or creating between the Parties the relationship of employer and employee or of principal and agent. The personnel assigned by the Service Provider to provide the Services shall not be considered in any respect as being employees or agents of FAO.

Article III. RESPONSIBILITY FOR EMPLOYEES; KEY PERSONNEL

Section 3.01 The Service Provider will be responsible for all activities related to the provision of the Services and the acts or omissions of all employees, agents (including subcontractors) and other representatives providing the Services on its behalf.

Section 3.02 FAO will not be held responsible for any accident, illness, loss or damage that may occur during the provision of the Services or any claims, demands, suits or judgements arising therefrom, **including for any injury to the Service Provider's employees, agents (including subcontractors) or other representatives or to third parties, or any loss of, damage to, or destruction of property of third parties, arising out of or connected to the Service Provider's work or performance under this Agreement.** Consequently, FAO will not entertain any request or accept any claim for indemnities resulting from such occurrence.

Section 3.03 **Upon FAO's request, the names of the persons selected by the Service Provider to provide Services hereunder shall be set forth on Appendix 2 to Annex B (such persons shall be deemed "Key Personnel").** FAO may also require that detailed personal history statements for Key Personnel be furnished to FAO. During the Operational Period, the Service Provider shall not substitute any Key Personnel without FAO's prior authorization. **In the event a substitution becomes necessary, the Service Provider shall offer for FAO's consideration only persons having equal or comparable experience and skills to the Key Personnel being substituted.** After a substitution has been approved by FAO, Appendix 2 shall be revised to reflect the substitution and the new individual shall be considered Key Personnel.

Section 3.04 The Service Provider shall be responsible for the professional and technical competence of the Key Personnel under this Agreement and will select reliable and competent individuals who will be able to effectively perform the obligations under this Agreement and who, while doing so, will respect the local laws and customs and conform to a high standard of moral and ethical conduct.

Section 3.05 FAO may request that the Service Provider replace any personnel, including Key Personnel, who, in the opinion of FAO, have not met appropriate standards of conduct or who are not performing as required under this Agreement.

Article IV. INSURANCE

Section 4.01 The Service Provider shall make and thereafter maintain, in compliance with national legislation, or as otherwise required by FAO, provision for adequate insurance to cover such risks as damage to property and injuries to persons affected by the performance of this Agreement, as well as third party liability claims.

Section 4.02 The Service Provider acknowledges and agrees that FAO accepts no responsibility for providing life, health, accident, travel or any other insurance coverage which may be necessary or

desirable in respect of any personnel performing Services for the Service Provider in connection with this Agreement.

Section 4.03 Unless otherwise provided in this Agreement, prior to commencement of performance of any other obligations hereunder, and subject to any limits set forth hereunder, the Service Provider shall take out and shall maintain for the entire Financial Period:

- a) insurance reasonably adequate to deal with losses against travel related risks for all travelers whose travel costs are funded under this Agreement, or ensure that travelers have undertaken such insurance themselves at own initiative and cost;
- b) to the extent required by national legislation and local law where Services are being performed, all risks insurance to cover damage to property as a result of the performance of this Agreement, including any equipment or vehicles, or other transportation means, whether or not owned by the Service Provider, used during or in connection with the performance of this Agreement;
- c) to the extent required by national legislation and local law where Services are being performed, ~~workers' compensation insurance, or its equivalent, or employer's liability insurance, or its equivalent, with respect to the Service Provider's personnel sufficient to cover all claims for~~ injury, death and disability, or any other benefits required to be paid by law, in connection with the performance of the Agreement and particularly in view of the limitation of liability provisions of Section 3.02; and
- d) such other insurance as may be agreed upon in writing between FAO and the Service Provider.

Article V. FAO RIGHTS OF ACCESS

Section 5.01 **FAO's LoA** Manager or authorized agents shall be granted access to all documentation and sites related to the Services, including during implementation of field activities and after the Operational Period, for review and audit purposes. The Service Provider agrees to comply without delay with any request by FAO that it submit evidence of expenses.

Article VI. SUBCONTRACTING; ASSIGNMENT

Section 6.01 In the event the Service Provider requires the services of subcontractors to perform any obligations under this Agreement, except as may be provided in this Agreement, the Service Provider shall obtain the prior written authorization of FAO. FAO shall be entitled, in its sole discretion, to review the qualifications of subcontractors and to reject any proposed subcontractor that FAO reasonably considers is not qualified to perform obligations under the Agreement.

Section 6.02 The Service Provider shall have the sole and full responsibility for the performance of its obligations under this Agreement. Any subcontracting arrangement shall in no way relieve the Service Provider of its responsibility to deliver the Services in accordance with this Agreement.

Section 6.03 Subcontracts of the Services or procurement of the items set forth in the Annex shall be carried out **in conformity with the Service Provider's own procurement rules and procedures**. The Service Provider confirms that its procurement rules and procedures, and their implementation, ensure that the procurement process is transparent and consistent with generally-accepted principles governing public sector procurement to obtain best value for money.

Section 6.04 The Service Provider will ensure that any agreement with any subcontractor requires such subcontractor (i) to maintain appropriate records to satisfy the requirements of Section 9.02 for a period of five years after the Financial Period, or such longer period as has been notified to the Service Provider, and (ii) to provide FAO access to all documentation and sites related to the Services, including during implementation of field activities and after the Financial Period, for review and audit purposes.

Section 6.05 The terms of any subcontract shall be subject to, and shall be construed in a manner that is fully in accordance with, all of the terms and conditions of this Agreement.

Article VII. REIMBURSEABLE AMOUNTS: PERMITTED AND INELIGIBLE EXPENDITURES

Section 7.01 FAO will cover or reimburse eligible direct costs incurred in connection with implementation of the Services that:

- a) are specifically agreed and recorded in the Budget;
- b) are necessary for carrying out the Services, directly attributable to such activities, and have been charged in proportion to their actual use;

- c) are incurred during the Operational Period, with the exception of costs related to any audit of the Final Report;
- d) are actually incurred by the Service Provider, i.e. they represent real expenditure definitively and genuinely borne by the Service Provider;
- e) are recorded using historical cost;
- f) are reasonable, justified, identifiable and backed by supporting documents; and
- g) have not been claimed, reimbursed or budgeted for funding from any other source other than FAO pursuant to this Agreement.

Section 7.02 FAO will not cover or reimburse costs outside the scope of this Agreement, including but not limited to, the following costs:

- a) bonuses or other exceptional remuneration other than ordinary salary;
- b) purchase cost of equipment and assets unless such asset or equipment is specifically purchased for the execution of activities under the Agreement and ownership is transferred to a beneficiary designated by FAO or, in the absence of such designation, remains with the Service Provider;
- c) duties, taxes and charges, including VAT, that are recoverable or deductible by the Service Provider;
- d) debts and debt service charges;
- e) provision for losses, debts or potential future liabilities;
- f) banking charges incurred in connection with the transfer of funds from FAO;
- g) costs incurred after the Operational Period, other than those permitted pursuant to Section 7.01(b), or after notification by FAO to the Service Provider to suspend activities under the Agreement or that the Agreement is being terminated, with the exception of such costs as are expressly agreed to by FAO;
- h) the purchase of land or buildings;
- i) interest owed by the Service Provider to any third party; and
- j) currency exchange losses.

Section 7.03 FAO shall not pay interest or other charges to the Service Provider for late payment by FAO.

Article VIII. RETURN OF UNEXPENDED FUNDS AND ASSETS; FAO'S RIGHT TO WITHHOLD, OFFSET OR RECOVER CERTAIN FUNDS AND ASSETS

Section 8.01 Upon termination of the LoA, the Service Provider shall return to FAO any unexpended funds budgeted and paid by FAO under this Agreement, any non-expendable assets that were procured by FAO and used by the Service Provider in executing the Services under this Agreement (other than those that were explicitly transferred to the Service Provider pursuant to transfer of ownership form), or the value thereof if the return of such assets is impracticable, as well as any inputs which have not, **at the time of such termination, been disbursed to the Beneficiaries (collectively, the "Returnable Items")**. Returnable Items shall also include any Miscellaneous Income (as defined below) which was not authorized to be used, if any.

Section 8.02 "**Miscellaneous Income**" shall consist of, **inter alia**, proceeds or receivables from the sale of any item or other asset provided under this Agreement, as well as any bank interest earned or accrued on funds remitted by FAO and which have been deposited or temporarily placed in an interest-bearing account. For LoAs with a Maximum Financial Liability of \$200,000 or greater, the Service Provider shall record all Miscellaneous Income as credit against funds receivable from FAO. The Service Provider shall not use Miscellaneous Income during the Operational Period except in the event FAO has granted express authorization to use Miscellaneous Income for the Services. Upon termination of the LoA, the Service Provider shall, in accordance with Section 8.01 credit such unused Miscellaneous Income to FAO in its Final Report.

Section 8.03 FAO reserves the right to withhold, offset or recover from the Service Provider an amount equal to the value of:

- a) any expenditure found ineligible under criteria provided in this Agreement, including expenditures that are not included or properly reflected in any financial report or supported by appropriate documentation, as required by this Agreement;
- b) any Returnable Items; and

- b) **"Coercive practice"** is **impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;**
- c) **"Collusive practice"** is **an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;**
- d) **"Corrupt practice"** is **the offering, giving, receiving or soliciting, directly or indirectly, of anything of value whether tangible or intangible to improperly influence the actions of another party;**
- e) **"Unethical practice"** is **an act or omission contrary to the conflict of interest, gifts and hospitality or post-employment FAO policy: (<http://www.fao.org/unfao/procurement/codedecondutethique/en/>), as well as any provisions or other published requirements of doing business with FAO, including the United Nations Supplier Code of Conduct; and**
- f) **"Obstructive practice"** is **an act or omission by the Service Provider or its affiliates, successors or assigns that may prevent or hinder the work of the Investigation Unit of the FAO Office of the Inspector General.**

In order to enter into an agreement with FAO, the Service Provider represents that neither it, nor any of its agents or authorized subcontractors, has been suspended, debarred or otherwise identified as ineligible by any other United Nations Organization or Organization within the World Bank Group, nor is it listed on the United Nations Security Council Consolidated List and that neither it, nor any of its agents or authorized subcontractors is subject to any sanction or temporary suspension imposed by any such organization. The Service Provider is therefore required to disclose to FAO whether itself, or any of its affiliates or agents, is, has been or becomes subject to any such sanction or measure at any time during the three years prior to this Agreement and at any time throughout the execution of this Agreement. The Service Provider recognizes that a misrepresentation under this provision will entitle FAO to terminate its Agreement with the Service Provider immediately upon notice to the Service Provider, without any liability for termination charges or any other liability of any kind of FAO and that material misrepresentations on its status constitute a fraudulent practice.

In accordance with the United Nations Supplier Code of Conduct, Service Providers are expected to refrain from offering employment to any FAO staff for a period of one year following their separation from FAO.

Section 16.04 LABOR. The Service Provider shall:

- a) respect the prohibition of forced or compulsory labor in all its forms;
- b) respect the freely exercised right of workers, without distinction, to organize, to further and defend their interest as well as the protection of those workers who exercise their right to organize;
- c) ensure equality of opportunity and treatment in respect of employment and occupation; and
- d) ensure fair and reasonable conditions of safety, health and welfare.

The Service Provider represents and warrants that neither it, its parent entities (if any), nor any of the **Service Provider's subsidiary or affiliated entities** (if any) is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, <http://www.unhcr.org/protection/children/506941fe9/united-nations-convention-right-child-crc.html> including Article 32 thereof, which inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral or social development.

Section 16.06 TERRORISM. The Service Provider agrees to undertake all reasonable efforts to ensure that none of the funds received from FAO under this Agreement are used to provide support to individuals or entities i) associated with terrorism, as included in the list maintained by the Security Council Committee established pursuant to its Resolutions 1267 (1999) and 1989 (2011) or ii) that are the subject of sanctions or other enforcement measures promulgated by the United Nations Security Council. This provision must be included in all subcontracts, sub-agreements or assignments entered into under this Agreement.

Section 16.06 SEXUAL EXPLOITATION. The Service Provider shall take all appropriate measures to prevent sexual exploitation or abuse of any beneficiary of the Services provided under this Agreement, or to any persons related to such beneficiaries, by its employees or any other persons engaged and controlled by the Service Provider to perform any Services under this Agreement. For

these purposes, sexual activity with any person less than eighteen years of age shall constitute the sexual exploitation and abuse of such person. In addition, the Service Provider shall refrain from, and shall take all reasonable and appropriate measures to prohibit its employees or other persons engaged and controlled by it from exchanging any money, goods, services, or other things of value, for sexual favours or activities, or from engaging in any sexual activities that are exploitive or degrading to any direct beneficiary of the Services provided under this Agreement or to any persons related to such beneficiaries.

Article XVII. FORCE MAJEURE

Section 17.01 In the event of and as soon as possible after the occurrence of any cause constituting Force Majeure, the affected Party shall give notice and full particulars in writing to the other Party, of such occurrence or cause if the affected Party is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Agreement. The affected Party shall also notify the other Party of any other changes in condition or the occurrence of any event which interferes or threatens to interfere with its performance of this Agreement. If the affected party is the Service Provider, not more than fifteen (15) days following the provision of such notice of Force Majeure or other changes in condition or occurrence, the Service Provider shall also submit a financial statement to FAO detailing the use of funds up to the date of notice as well as the estimated expenditures that will likely be incurred for the duration of the change in condition or the event of Force Majeure. FAO shall not be liable for any excess costs incurred as a result of lack of prompt notice by the Service Provider of the Force Majeure event.

Section 17.02 On receipt of the notice(s) required hereunder, FAO shall have the right to suspend or terminate the Agreement in accordance with Article XVIII or take such other action as it reasonably considers to be appropriate or necessary in the circumstances, including the granting to the affected Party of a reasonable extension of time in which to perform any obligations under this Agreement. In any case, FAO shall be entitled to consider the Service Provider permanently unable to perform its obligations under this Agreement in case the Service Provider is unable to perform its obligations, wholly or in part, by reason of Force Majeure for any period in excess of ninety (90) days.

Section 17.03 **"Force Majeure" as used herein means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism, or any other acts of a similar nature or force, provided that such acts arise from causes beyond the control and without the fault or negligence of the Service Provider (or on the part of its personnel, agents, other representatives, or authorized subcontractors), and proves insurmountable in spite of all due diligence.** Defects in equipment, material or supplies, or delays in their availability (unless due to Force Majeure), labor disputes, strikes or financial difficulties shall not constitute an event of Force Majeure. Notwithstanding anything to the contrary herein in this Agreement, the Service Provider recognizes that the provision of Services may from time to time be performed under harsh or hostile conditions, including civil unrest, in areas in which FAO is engaged, preparing to engage in, or disengaging from any humanitarian or similar operations. Consequently, delays or failure to perform caused by foreseeable events arising out of, or in connection with, such difficult conditions, shall not, in and of themselves, constitute Force Majeure under this Agreement.

Article XVIII. SUSPENSION; TERMINATION; REMEDIES

Section 18.01 **Any of the following shall be considered a "Termination Event" under this Agreement:**

- a) transfer by the Service Provider to third parties, either directly or indirectly through an intermediary, of all or part of the rights and obligations pertaining to the Services under this Agreement, except for subcontracts duly authorized by FAO;
- b) changes in the Service Provider's name, legal status or control, except those which, following prior disclosure to FAO under Article XIV, have been expressly permitted in writing;
- c) **the Service Provider's bankruptcy, insolvency, reorganization or winding up;**
- d) willful misconduct by the Service Provider;
- e) unjustified delay in the execution of the Services, so as to substantially prejudice the achievement of FAO's objectives under this Agreement;
- f) serious contractual breaches by the Service Provider that have not been remedied notwithstanding notice by FAO and an opportunity to cure;

- g) breach by the Service Provider of any of the Essential Terms; and
- h) non-compliance with the disclosure requirements of Article XIV.

Section 18.02 FAO shall have the right to suspend performance of all or part of the Services under this Agreement upon written notice to the Service Provider if (a) it suspects that a Termination Event has occurred or is occurring and needs additional time to determine how to proceed or (b) in the event of Force Majeure.

Section 18.03 Following suspension of the Agreement, FAO may:

- a) revoke the suspension and require the Service Provider to proceed with the performance of the Services. In this case, if the period of suspension has exceeded more than thirty (30) days, FAO may, in its sole discretion based on the circumstances of the suspension, compensate the Service Provider for expenses incurred as a result of the suspension and resumption of its Services, and the Services End Date shall be extended for a period equal to the time during which the performance of the Services had been suspended;
- b) revoke the suspension subject to certain conditions which, if not met by the Service Provider, will give rise to a new Termination Event; or
- c) terminate the Agreement by written notice to the Service Provider, which termination shall be effective upon notification.

Section 18.04 FAO shall have the right to terminate the Agreement for unforeseen causes beyond the control of FAO or an event of Force Majeure affecting FAO. In the event of termination pursuant to this paragraph, FAO shall provide notice to the Service Provider of such termination and shall complete all payments for expenses that have been incurred by the Service Provider up to the date of receipt of notice by the Service Provider of such termination. After the notice date, additional expenses involved in winding down the Services may be approved by FAO on a case by case basis and must be in writing.

Section 18.05 Either Party shall have the right to terminate this Agreement at any time upon sixty (60) day's advance written notice to the other Party.

Section 18.06 In the event of termination of this Agreement:

- a) The Service Provider shall (i) refrain from undertaking any further or additional commitments under the Agreement as of and following the date of receipt of such notice; except as may be approved in writing by FAO, (ii) terminate all subcontracts, (iii) take all reasonable measures to avoid any loss or deterioration of goods, equipment, materials or supplies, or any other damage and (iv) shall be responsible for refunding to FAO any payment already received in respect of Services that have not been performed to a standard considered acceptable to FAO.
- b) FAO shall complete all payments which may be due and payable up to the effective date of termination, less any amounts subject to adjustment based on claims arising from or connected with the performance of this LoA, as well as the pertinent provisions of this Agreement, and in particular those of Article VIII of this Agreement. In the event of termination on the basis of Force Majeure affecting the Service Provider, the Service Provider shall also refund to FAO any funds already received in respect of Services that have not been performed.

Section 18.07 FAO shall have the right to terminate this Agreement without any liability whatsoever to the Service Provider, following written notice to the Service Provider, for breach of the obligations and warranties set forth in Article XVI, Essential Terms, as more fully described therein. In addition to the rights set forth in Sections 9.04; and 8.04 to withhold, offset or recover certain amounts, FAO shall take other action as it deems appropriate. Failure to comply with such repayment and/or other remedial action requested by FAO may result in further proceedings and/or sanctions against the Service Provider in accordance with FAO's Vendor Sanctions Procedures.

Article XIX. AMENDMENTS

Section 19.01 No amendment shall be permitted:

- a) which would have the effect of significantly altering the scope and/or purpose of this Agreement; or
- b) which increases the Maximum Financial Liability by more than one hundred percent of the original Maximum Financial Liability, except in such cases where a provision has explicitly been made that the Agreement is subject to officially agreed periodic revisions of the work plan and budget.

Section 19.02 The following changes or amendments to this Agreement shall be permitted only if evidenced by a writing signed by both Parties:

- a) budget reallocations or variations of more than 25% between the major headings of the Agreement budget;
- b) budget reallocations of any amount that indicate a serious deterioration of the Service Provider's cost efficiency, whereby costs of salaries, fees, travel and accommodation and/or per-diem for the Service Provider staff or subcontractors increase significantly from the original or previously amended budget, without commensurate changes to the quality or quantity of deliverables;
- c) cost increases;
- d) extensions of the Operational Period of the Agreement, but only if made prior to the Services End Date. Any such extension shall be requested by the Service Provider by notice to FAO no later than one calendar month prior to the Services End Date and provide a documented justification and an interim financial report; or
- e) changes to the payment instructions.

Section 19.03 Any deviations in performance under, or amendments to the terms of, this Agreement, other than those expressly prohibited in Section 19.01 or permitted by a signed writing in Section 19.02 shall be permitted if agreed via email exchange or other writing by both Parties.

Section 19.04 During the Closure Period, if Services are continuing to be provided as if the Agreement is in full force and effect, an amendment may be permitted, if in writing and signed by both Parties, with a view to extending the Operational Period of the Agreement to permit completion and delivery of stated outputs and deliverables and winding down of the Services.

Article XX. NON-WAIVER OF PRIVILEGES AND IMMUNITIES

Section 20.01 Nothing in this Agreement or in any document relating hereto, shall be construed as constituting a waiver of privileges or immunities of FAO, its personnel or any other persons providing the Services on its behalf or as its acceptance of the jurisdiction of the courts of any country over disputes arising out of this Agreement.

Article XXI. NON-WAIVER OF RIGHTS

Section 21.01 The failure by one Party to require performance of any provision shall not affect that Party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself and shall not relieve the Parties of any of their obligations under the Agreement.

Article XXII. LANGUAGE OF THE AGREEMENT

Section 22.01 The LoA shall be in one of English, Spanish or French. Any LoA-related documentation, reporting and monitoring and any other official correspondence between the Parties shall be the same language as that of the LoA. Translations of the LoA or LoA-related documentation into other languages shall be for convenience only and shall not be binding on the Parties.

Article XXIII. APPLICABLE LAW

Section 23.01 The present Agreement shall be governed by general principles of law, to the exclusion of any single national system of law. General principles of law shall be deemed to include the UNIDROIT Principles of International Commercial Contracts of 2016.

Section 23.02 In providing the Services, the Service Provider shall conform to all national laws applicable to its activities and its relations to third parties, including employees. The Service Provider shall promptly correct any violations thereof and shall keep FAO informed of any conflict or problem arising in relation to national authorities.

Article XXIV. INTERPRETATION OF THE AGREEMENT

Section 24.01 In the event of a conflict or inconsistency between the provisions of this Annex and of Annex C, Annex C shall prevail.

Article XXV. COMPUTATION OF DEADLINES

Section 25.01 Unless stated otherwise, "days" as used herein means calendar days.

Article XXVI. SETTLEMENT OF DISPUTES

Section 26.01 Any dispute between the parties arising out of the interpretation or execution of this Agreement, if not settled by negotiation between the parties or by another agreed mode of settlement, shall be submitted at the request of either party, to one conciliator. Should the parties fail to reach agreement on the name of a sole conciliator, each party shall appoint one conciliator. The conciliation shall be carried out in accordance with the Conciliation Rules of the United Nations Commission on International Trade Law, as at present in force.

Section 26.02 Any dispute not resolved by conciliation shall, at the request of either party, be settled by arbitration in accordance with the Arbitration Rules of the United Nations Commission on International Trade Law, as at present in force. The arbitral tribunal shall have no authority to award punitive damages. FAO and the Service Provider agree to be bound by any arbitration award rendered in accordance with this article, as the final adjudication of any such dispute.

Section 26.03 The parties may request conciliation during the execution of this Agreement and in the period not to exceed twelve months after the completion, expiry or termination of this Agreement. The parties may request arbitration not later than ninety (90) calendar days after the termination of the conciliation proceedings. All dispute resolution proceedings shall be conducted in the language in which the Agreement is drafted, which shall be either English, Spanish or French.

Section 26.04 The provisions of this Article XXVI shall survive the termination of this Agreement.

ANNEX B TO LETTER OF AGREEMENT:
TERMS OF REFERENCE AND PAYMENT PROVISIONS

1. Context

FAO Regional Office for Europe and Central Asia in collaboration with the Forest Research and Management Institute (FRMI) is formulating a project to be submitted to the Green Climate Fund (GCF) on climate change adaptation and mitigation of the forest sector in the Republic of Moldova.

For the definition of the more suitable areas for the project implementation, a GIS analysis is expected based on digital available information on forest management plans cadaster maps, digital terrain model (DTM) as well as other possible layers, such as environmental (e.g. soil, geological map, watersheds and river network, land-use/land-cover maps), socioeconomic or infrastructure data sets (roads, settlements, municipalities).

For selecting the more suitable areas, a geospatial suitability index for afforestation by native species will be developed by FRMI with the coordination of FAO. It will be used to assess the whole territory of Moldova to identify suitable areas for project implementation. Based on this synthetic metric, areas of possible intervention for the Green Climate Fund (GCF) project will be identified and fine-tuned considering different criteria to agree with FAO and other stakeholders.

The analysis will facilitate the final identification of areas of intervention of the GCF project. Timely delivery and methodological soundness are crucial to support the elaboration of a fully-fledged GCF project proposal.

Programme Priority Areas. The Services will contribute to the following priority areas: BE1: Climate change mitigating and adapted agri-food systems - Transformation and resilience of agri-food systems to achieve sustainability and Paris Agreement goals enabled through the establishment and implementation of climate smart agricultural practices, policies, and programmes

2. Scope

a. Purpose:

Identify potential areas of afforestation based on a geospatial suitability index analysis in the framework of the GCF project formulation for Moldova. The service provider should suggest and justify the geospatial suitability index and consider legal issues regarding afforestation activities in the country.

The Parties acknowledge that no amendments may be made to the LoA to permit activities that fall outside the purpose of the LoA.

b. Outputs:

The main outputs of the Agreement are: Digital map of a subset of most up-to-date Forest Management Plans (F.M.P.) data (vector format, polygons) identifying Forest Fund (F.F.) which is not actually covered by forest stands; Digital Terrain Model (D.T.M.) in raster format; Digital cadastral maps (vector format, polygons) covering territory of all communities adjacent to F.F. in the two regions including attribute data on the actual land-use and ownership; Digital maps of the community lands (vector format, polygons) with demographic attributes attached; Digital (raster) map containing the suitability metric values; Digital (vector) map delineating the identified areas of intervention; Final G.I.S. Analysis Report and the completed final report.

LoA Part III - Annex B

All maps will be made available in PostgreSQL/PostGIS database which can be accessed through the secured ssh protocol (login and password will be provided to F.A.O. responsible person) before dates indicated in section 2.3 of this LoA.

Additional deliverables are: Sample analysis report.

C. Activities:

Under the technical supervision of the R.E.U. Forestry Officer the Service Provider will conduct identification of areas of intervention through a G.I.S. analysis the Service Provider will produce, achieve or deliver the following outputs: Identify potential areas of afforestation based on a geospatial suitability index analysis in the framework of the GCF project formulation for Moldova. The service provider should suggest and justify the geospatial suitability index and consider legal issues regarding afforestation activities in the country.

The Service Provider will undertake the following activities:

- a) Suggest and justify the geospatial suitability index to identify potential areas for afforestation in Moldova.
- b) Carry out a brief overview regarding legal/governance aspects that might affect the potential areas for afforestation in Moldova.
- c) Apply the geospatial suitability index at national scale and provide the results report in a geospatial layers (Raster and vector format), and in a tabular format disaggregated by municipalities and provinces and tenure issues if possible (state land, private land, etc.).
- d) Based on the geospatial suitability index analysis, select two potential priority areas (minimum extent 25 x 25 km), where the project will have more impact on afforestation activities. It is expected that at least 10,000 hectares of suitable land, can be identified in each suggested priority area. The minimum mapping area should be 25 ha. Areas of smaller size are acceptable only if they are still above 5 ha and there are more areas in the perimeter of 2 km that sum up to the minimum of 25 hectares.
- e) Species composition and afforestation densities will be provided as attributes for each particular priority area of intervention. This information should reflect the potential natural species composition based on an analysis of site conditions.
- f) Layers (digital maps – images, vectors and rasters data) on which the geospatial suitability index has been defined will be compiled in a Metadata, that includes the source of the data and other relevant information about the data. In addition a PostgreSQL database with PostGIS extension which can be accessed through the secured ssh protocol (login and password will be provided to F.A.O. responsible person).
- g) Among the mandatory layers (if they are available) are:
 - Country borders
 - State land borders
 - Municipality borders
 - Soils types
 - Agroecological zones or Life zones
 - Water bodies and land cover.
 - Forest Areas.
 - Forest Management Plans (F.M.P.) data (vector format, polygons) identifying Forest Fund (F.F.), which is not covered by forest stands. No detailed F.M.P. data describing actual forest stands (for example, growing stock and species composition, planned or realized interventions) are required but welcome.
 - Digital Terrain Model (D.T.M.) in raster format (raster cells holding the altitude value). National D.T.M. or 30-arc seconds SRTM (Shuttle Radar Topographic Mission by NASA) can be used. Steep slopes should be avoided.

- Digital cadastral maps (vector format, polygons) covering the territory of all communities adjacent to F.F. in the two regions will also be made available, including attribute data on the actual land use and ownership.
 - Digital maps of the community land (vector format, polygons) linked to demographic attributes (available at district level (rayons), e.g., number of families, household, age structure, migration trends).
 - A fully-fledged analysis based on a geospatial suitability index taking into account legal and tenure issues related to afforestation activities in Moldova
- h) Prepare final report.
 - i) The coordinate system used will be UTM with an appropriate zone.
 - j) The positional accuracy, geometrical and thematic detail of the analysis, and the resulting map won't be worse than what corresponds to 1:25 thousand mapping scale.
 - k) A right to access, copy and use the analysis results, source as well as resulting maps will be guaranteed to F.A.O. free of charge - in order to use it for the GCF project preparation as well as for other studies or demonstration purposes whenever necessary.

At the end of the project, the service provider will provide final report document to F.A.O. about all implemented activities.

d. Key Performance Indicators and Means of Verification:

The Service Provider shall submit and agree to/with, the Responsible Officer the Mid-term progress report with:

1. Definition of the geospatial suitability index to identify potential areas for afforestation in Moldova
2. Methodological report no later than December, 15, 2022

The Service Provider shall submit and agree to/with, the Responsible Officer, the report and metadata with the results of the suitability index at the national scale, which includes identifying the priority areas (minimum 25x25 km), with the justification for the selection, a PostgreSQL database with PostGIS extension can be accessed through the secured ssh protocol and a report on the preliminary selection of potential 10000 ha of more possible locations in each priority area No later than December 30, 2022.

The Service Provider shall submit and agree to/with, the Responsible Officer, the Final report no later than January 15, 2023

All reports shall be submitted to F.A.O. in two copies (one original and one electronic copy), all reports and deliverables shall be written in English.

The Final Report, consisting of narrative and financial report, shall be signed and certified as to correctness in accordance with this LoA.

c. Workplan/Calendar of Activities:

Activity	Description of activity	Indicator	Deadline	Means of verification
1	Design and justify the geospatial suitability index to identify potential areas for afforestation in Moldova, considering legal / governance aspects that might affect the definition of the potential area for a forestation.	A geospatial suitability index to identify potential areas for afforestation in Moldova	15 Dec 2022	<ul style="list-style-type: none"> Written report on the design and justification of the geospatial suitability index, including legal/governance aspects that might affect the definition of the potential areas approved by the RO
2	Carry out this analysis using the suitability index, legal/governance aspects that might affect the potential areas for afforestation in Moldova.	One Geospatial layer with the identification of potential areas for afforestation in Moldova		<ul style="list-style-type: none"> Written Report and metadata with the results of the suitability index at the national scale, which includes identification of the 2 priority areas (minimum 25x25 km), with the justification for the selection.
3	Based on the identification of potential areas at the national scale, suggest at least two priority areas (minimum extent 25 x 25 km), where the project will have more impact on afforestation activities. At least 10,000 hectares of suitable land are expected to be identified in each suggested priority area. The minimum mapping area should be 25 Ha. Areas of smaller size are acceptable only if they are still above 5 ha and there are more areas in the perimeter of 2 km that sum up to the minimum of 25 hectares.	At least two potential areas at the national scale, suggest, where the project will have more impact on afforestation activities, with at least 10,000 hectares of suitable land	30 Dec 2022	<ul style="list-style-type: none"> A PostGIS database with PostGIS extension can be accessed through the secured ssh protocol.
4	Compilation of Layers (digital maps – images, vectors and raster data) on which the geospatial suitability index has been defined in a Metadata, that includes the source of the data and other relevant information about the data. In addition, a PostGIS database with PostGIS extension can be accessed through the secured ssh protocol.	One Geospatial Metadata available with the compilation of Layers (digital maps – images, vectors and raster data) available and accessible through the secured ssh protocol		<ul style="list-style-type: none"> Geospatial Metadata available using the PostGIS database with PostGIS extension with the compilation of Layers (digital maps – images, vectors and raster data).

LoA Part B - Annex B

5	Identify in total 10 thousand ha per suggested area of land most suitable for GCF intervention during the project implementation (geographical product and land cover) and the suggested intervention for each particular priority area of intervention. This information should reflect the potential natural species composition based on an analysis of site conditions.	10 thousand ha identified as most suitable for GCF intervention during the project implementation	<ul style="list-style-type: none">Report on the preliminary selection of potential locations at each priority area, including the suggestion of the species composition and afforestation densities for each particular priority area of intervention
	Prepare final technical and financial report	15 Jan 2023	Final report

LoA Part IV – Annex C Special Terms

3. Report that Must be Submitted to FAO.

The Service Provider shall submit and agree to with Mr. Tudor Robu, the Responsible Officer the Mid-term progress report with:

3. Definition of the zoospatial suitability index to identify potential areas for afforestation in Moldova
4. Methodological report no later than December, 15, 2022

The Service Provider shall submit and agree to with Mr. Tudor Robu, the Responsible Officer, the report and metadata with the results of the suitability index at the national scale, which includes identifying the priority areas (minimum 25x25 km), with the justification for the selection, a PostgreSQL database with PostGIS extension can be accessed through the secured sub protocol and a report on the preliminary selection of potential 10000 ha of more possible locations in each priority area No later than December 30, 2022.

The Service Provider shall submit and agree to with Mr. Tudor Robu, the Responsible Officer, the Final report no later than January 15, 2023

All reports shall be submitted to F.A.O. in two copies (one original and one electronic copy), all reports and deliverables shall be written in English.

The Final Report, consisting of narrative and financial report, shall be signed and certified as to correctness in accordance with this LoA.

4. Detailed Budget

RESOURCES-BASED LOA BUDGET					
Currency (click and select from list below)					
MUL	-- MODERN LCU				
Ord. No.	Items Description	Unit of measurement	Qty (in. of units)	Unit Cost	Total Cost
				MLD	MLD
1	HUMAN RESOURCE INPUTS (staff time and consultants...)				
1.1	Senior Technical Expert (staff)	Person-days	8	2,883	23,064
1.2	Project Technical Coordinator (staff)	Person-days	10	2,107	21,070
1.3	Senior Technical Expert in Topography and Cartography (staff)	Person-days	26	2,307	59,982
1.4	Junior Technical Expert in Topography (staff)	Person-days	20	1,244	24,880
1.5	Senior Technical Expert (s) in Forestry Protecting (staff)	Person-days	10	2,307	23,070
1.6	Accountant (staff)	Person-days	6	1,244	7,464
...					
2	GENERAL OPERATING AND MAINTENANCE EXPENSES				
2.1	Office stationary (paper, pens, printing)	month	1	526	526
2.2	High-speed internet connection	month	3	808	2,425
2.3	Written translations	page	100	174	17,400
...					
	TOTAL COSTS				193,965
	INDIRECT COSTS (IF APPLICABLE)	% overhead rate=		0%	0
	FAO'S MAXIMUM FINANCIAL LIABILITY		GRAND TOTAL		193,965

5. Description of Inputs to be Provided In Kind by FAO and Schedule of Provision

Close collaboration will exist between the Service Provider and the F.A.O. forestry technical officers in order to successfully complete the Agreement.

LoA Part IV – Annex C Special Terms

List of inputs

Technical review and advice on working documents and reports.

Timing of inputs

Throughout the LoA implementation period.

6. Amounts to be Provided by Service Provider, without Charge, to FAO and Schedule of Provision

The Service Provider will appoint a minimum one technical staff to assist in identifying areas of intervention for the GCF project being formulated for Moldova through a G.I.S. analysis.

The Service Provider will guarantee the right to access, copy and use the analysis results, source as well as resulting maps to F.A.O. free of charge - to use it for the GCF project preparation and other studies or demonstration purposes whenever necessary.

Timing of inputs

Throughout the LoA implementation period.

7. Payment Terms

a. Any requests for payment shall be made using the payment form provided in Appendix 1 hereto or such other form as has been specifically authorized by FAO or agreed in advance by the Parties.

b. The Service Provider shall submit each request for payment to the LoA Manager at the address for notices and other communications under paragraph 7 of the LoA.

c. Payments will be made in the currency stated in paragraph 3 of the LoA and according to the banking instructions provided by the Service Provider in paragraph 8 below.

d. Payments under this Agreement will be made only after certification by the LoA Manager that proper request has been made by the Service Provider and of the satisfaction by the Service Provider of the requisite conditions set forth for the payment. The proposed schedule of payments and related conditions is as follows:

- i. 1st payment not to exceed 20% - 38593 MDL (thirty eight thousands five hundreds ninety three MDL) upon signature of the present Agreement;
- ii. 2nd payment not to exceed 30% - 57889 MDL (fifty seven thousands eight hundreds eighty nine MDL) upon acceptance by F.A.O. of the deliverable(s) or on the date indicated in the Work plan/Timeframe in the Annex;
- iii. following review and approval of the narrative and financial Final Report submitted by the Service Provider in accordance with Section 9.01 of Annex A, final payment not to exceed 50% - 66483 MDL (ninety six thousands four hundreds eighty three MDL). Technical clearance of deliverable(s): Methodological Report, Sample Analysis Report, Raster and Digital Maps, G.I.S. Analysis Report is a precondition of approving the Final Report.

8. Banking Instructions

Payments shall be made to the Service Provider using the following banking information:

Bank Name	Bank Routing Sort Code
Mobiasbanca-OIF Group S.A.	mob or banca Code
	MOBBMD22

Annex C to Letter of Agreement: Special Conditions and Derogations Page | 2

Exact Bank Account Holder Name (account must be held in the name of the Service Provider, FAO cannot make payments to third parties)		Account Number
Institutul de Cercetari si Amenajari Silvice I.S.		86254267100
Swift/BIC Code	IBAN	Account Currency
MOBBDMD22	MD41MO2224ASV86254267100	MDL
Bank Address (physical address, no PO boxes)		
mun. Chisinau, str. Calea Iesilor 55, Sucursala nr. 43 Calea Iesilor		
Bank City	Bank Country	
Chisinau	Republic of Moldova	
Intermediary Bank Details (if applicable)		

9. Identification Data Relating to the Service Provider.

The Service Provider warrants that the following information is true and correct and acknowledges its notification obligations pursuant to Section 14.02 of Annex A.

Full Name of Service Provider (as Legally Registered)		FAO Supplier Number (if known)
Institutul de Cercetari si Amenajari Silvice I.S.		404525
Other Trading Name(s) of Service Provider (if applicable)		
Address Line 1		
Republica Moldova, MD 2069, or. Chisinau, str. Calea Iesilor 55		
Address Line 2		
Address Line 3		
City	Postal Code	
Chisinau	MD-2069	
State	Country	
	Republic of Moldova	
Email Address	Website	
icas@moldova.gov.md	https://icas.com.md/	
Telephone Number (incl. country and area code)	Fax Number (incl. country and area code)	
+373 22 59 33 51	+373 22 59 33 51	

external communications, reports or publications about the Services, acknowledge the contributions of FAO. Any such acknowledgment should also provide a disclaimer that FAO's contributions should not be considered as an endorsement of the Service Provider's products, processes or services, or, in connection with a report or publication, its views, unless FAO has explicitly authorized the relevant text. The Service Provider may also refer to this Agreement and to FAO's funding thereof in any financial or other report that the Service Provider is required to issue in order to comply with reporting requirements set by national law or its own internal statutes and regulations. No further use of the FAO name shall be permitted unless expressly authorized by FAO in writing.

Section 11.02 FAO may, in certain cases, direct the Service Provider to use the FAO logo in connection with outputs described in this Agreement. Other than when directly required by FAO, FAO's logo may not be used by the Service Provider without the prior approval of FAO. Any requests for approval shall be directed to the LoA Manager named in this Agreement copying the email address "logo@fao.org". All use of the FAO logo shall be carried out in accordance with FAO logo policy, which, together with the appropriate FAO logo electronic files, will be provided upon request by the LoA Manager.

Section 11.03 FAO reserves the right to request that the Service Provider limit use of its name and logo at any time, including when publicity under this provision could put the staff of the Parties at risk.

Article XII. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS

Section 12.01 Any intellectual property rights including copyright, of material such as publications, software and designs, made available by the Parties to be used in implementing activities under this Agreement will remain with the originating Party. All intellectual property rights, including copyright, in the outputs produced under this Agreement are vested in FAO, including, without any limitations, the right to use, publish, translate, sell or distribute, privately or publicly, any item or part thereof. FAO hereby grants to the Service Provider a non-exclusive royalty-free license to use, publish and distribute the outputs delivered under this Agreement for non-commercial purposes, provided that FAO is acknowledged as the source and copyright owner.

Article XIII. CONFIDENTIALITY

Section 13.01 Neither the Service Provider nor its personnel will communicate to any other person or entity any "Confidential Information" disclosed to it by FAO nor will they use this information for private or corporate advantage. For purposes of this provision, Confidential Information is information (a) that has been provided by FAO and marked or flagged as confidential or (b) that is not available to the general public at the time of such disclosure (and which does not otherwise become available to the public through any dissemination or breach by the Service Provider).

Section 13.02 The Service Provider may disclose Confidential Information to the extent required by law, subject to and without any waiver of the privileges and immunities of FAO, provided that the Service Provider gives FAO sufficient prior notice of a request for the disclosure in order to allow FAO a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.

Section 13.03 To comply with disclosure requirements and enhance transparency, FAO reserves the right to release and/or publish the following information about this Agreement: (i) the name and nationality of the Service Provider; (ii) a brief description and location of the Services provided; and (iii) the amount of this Agreement. FAO may also disclose information about this Agreement or the Service Provider to the extent required by the FAO Constitution or consistent with or pursuant to resolutions or regulations of the Conference of FAO. The Service Provider specifically consents to the release and/or publication of the foregoing information. FAO will not release or publish information that has been marked or flagged as confidential.

Section 13.04 This Article will survive the expiration or termination of this Agreement.

Article XIV. REQUIRED DISCLOSURE

Section 14.01 The Service Provider agrees that it will notify FAO immediately of any of the following events:

- a) events or circumstances which are likely to affect significantly or delay the implementation of the LoA activities or the Service Provider's ability to deliver the Services;

- b) bankruptcy, insolvency, receivership or winding up or other Credit Event by or affecting the Service Provider or its controlling entity;
- c) ~~use of FAO's name other than as expressly permitted pursuant to Section 11.01;~~
- d) changes in Key Personnel, as per Section 3.03;
- e) any conflict or problem arising in relation to national authorities, as per Section 23.02; and
- f) ~~any other circumstances which would reasonably affect FAO's decision to award the LoA or the Service Provider's ability to comply with the requirements of this Agreement.~~

Section 14.02 The Service Provider agrees that it will notify FAO immediately of any knowledge of any plans to change its name, legal status or direct or indirect controlling entity, which in any event shall be no less than five (5) days prior to any such change.

Article XV. TAX EXEMPTION

Section 15.01 FAO enjoys certain privileges and immunities which include exemption from payment of sales taxes such as VAT, customs duties and importation restrictions. The Service Provider may not charge any tax to FAO for the provision of its Services but may request the reimbursement of the full value, including tax of items procured for the provision of the Services, if FAO agrees the recovery of such tax from the relevant fiscal authorities is exceptionally onerous or impossible.

Article XVI. ESSENTIAL TERMS

Section 16.01 The Service Provider acknowledges and agrees that each of the provisions of this Article constitutes an essential term of this Agreement and that any breach of any of these provisions shall entitle FAO to terminate this Agreement immediately upon notice to the Service Provider, without any liability for termination charges or any other liability of any kind.

Section 16.02 ~~SOURCE OF INSTRUCTIONS.~~ The Service Provider shall neither seek nor accept instructions from any authority external to FAO in connection with the performance of the Services. Should any authority external to FAO seek to issue any instructions concerning or impose any ~~restrictions on the Service Provider's~~ performance under the Agreement, the Service Provider shall promptly notify FAO and provide all reasonable assistance required by FAO in order to help resolve the matter. The Service Provider shall not take any action in respect of the performance of its obligations under the Agreement that may adversely affect the interests of FAO, and the Service Provider shall perform the Services with the fullest regard to the interests of the FAO.

Section 16.03 ~~CODE OF CONDUCT, CONFLICT OF INTEREST AND VENDOR SANCTIONS.~~ The Service Provider shall observe the highest standard of ethics in providing the Services and agrees to adhere to the United Nations Supplier Code of Conduct, which can be viewed at <http://www.un.org/Depts/inst/about/un-scc/un-scc-code-conduct>.

The Service Provider shall take all reasonable precautions to avoid any conflict of interest in the implementation of the Services. The Service Provider agrees that it shall inform FAO without delay of any situation constituting or likely to entail a conflict of interest, including any FAO personnel or first degree relatives of FAO personnel having a financial interest or employment relationship of any kind in the Service Provider's activities. ~~The Service Provider warrants that no official, staff member or representative of FAO, or any family member of any such person, derives any benefit from this Agreement.~~

The Service Provider confirms that it has not engaged in, nor will engage in, any corrupt, fraudulent, collusive, coercive, unethical or obstructive practices in entering into or implementing this Agreement. If FAO determines that the Service Provider has engaged in such practices, it may impose sanctions, including termination of the Agreement, as provided by FAO's ~~Sanctions Procedures~~ http://www.fao.org/files/main/user_upload/procurement/docs/FAO_Vendors_Sanctions_Policy_-_Procedures.pdf. In addition, information on sanctioned Service Providers and other third parties may be shared with other Intergovernmental or United Nations organizations. This provision must be included in all subcontracts, sub-agreements or assignments entered into by the Service Provider under this Agreement.

For the purpose of this Agreement, the following terms shall have the following meanings:

- a) **"Fraudulent practice"** is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain, financial and/or other benefit and/or to avoid an obligation;



AMENDMENT TO LETTER OF AGREEMENT

Between

the Food and Agriculture Organization of the United Nations ("FAO") and the

Institutul de Cercetări și Amenajări Silvice I.S.
(Forest Research and Management Institute)

Chisinau, Republic of Moldova

1. Introduction

The Food and Agriculture Organization of the United Nations (hereinafter referred to as "FAO") and Institutul de Cercetări și Amenajări Silvice I.S. (Forest Research and Management Institute) (hereinafter referred to as the "Service Provider") (together hereinafter referred to as the "Parties") signed the Letter of Agreement attached in Annex C which came into effect on 6 December 2022 and was due to expire on 31 December 2022.

The Parties hereby agree to amend the Letter of Agreement under the terms and conditions described below.

2. Purpose

A detailed description of any additional and modified Services including ones described in this Amendment together with the new technical and operational requirements, the work plan and timeframe, performance indicators and means of verification, as well as additional inputs to be provided free-of-charge by the Service Provider and FAO, if any, are set out in detail in the Annex A; which together with the new complete amended budget that is presented in Annex B, form an integral part of this Amendment.

3. Terms of Payment

The following payments have been made by FAO on the dates specified below:

[MDL 38 593 MDL (First payment, PO 9304637, paid in 13 December 2022, ref# ERS-181608-81122).

The following payments will be made after certification by the Responsible Officer of the request(s) for payment as follows:

- (i) 57889 MDL upon acceptance by FAO of the deliverables as they are indicated in the Workplan/Timeframe in the Annex A;
- (ii) 96483 MDL upon acceptance by FAO of the Final Report mentioned under paragraph 7 a) of the Letter of Agreement in Annex C. Technical clearance of deliverable (s): Methodological Report, Sample Analysis Report, Raster and Digital Maps, GIS Analysis Report is a precondition of approving the Final Report.

The amounts set forth above will be paid in the currency stated above, in accordance with the detailed banking instructions provided by the Service Provider in the Letter of Agreement in Annex C.

4. Entry into force and period of validity. The Parties also agree that this Amendment will enter into force on the latest of the dates of signatures by the Parties and that the Letter of Agreement will expire on **31 January 2023**.
5. In performing the Services, the Service Provider will comply in full and without delay with all rules and regulations that are issued by national and local governments regarding quarantine, public health, and/or the holding of public events and gatherings. In case of failure to comply, FAO may cancel part of the Services, and suspend or terminate the Agreement in accordance with the provisions detailed in the section "Delays and Termination" of this Agreement. In addition, the Service Provider may not, as part of the Services described in this Agreement, arrange any international travel for individuals that are not under their employment, without the prior notification and written clearance from the FAO LOA Responsible Officer. Such notification should clearly mention the name of the traveller, reason for travel, and the origin and destination of the journey.
6. All other terms and conditions of the Agreement, except as amended herein, shall remain unchanged and shall continue in full force and effect. This Amendment shall be an integral part of the Agreement. The Agreement, as modified by this Amendment, constitutes the complete agreement between the Parties and supersedes any prior written or oral agreements, writings, communications or understandings of the Parties with respect to the subject-matter thereof. In the event of any conflict between the terms and conditions of this Amendment and the Agreement, the terms of this Amendment shall prevail.

Signed on behalf of the Food and Agriculture Organization of the United Nations:

Signature: T. Rahiu

Date: 28/12/2022

Raimund Jechle, FAO Representative in the Republic of Moldova

Signed on behalf of the Institutul de Cercetari si Amenajari Silvice I.S.

Signature: D. G. G. G.

Date: 28.12.2022

Dumitru Găluț, Director

The Service Provider will sign two copies of this Agreement and return one to the FAO Responsible Officer.

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ANNEX A: Workplan and specifications of modified and additional services

Activity	Description of activity	Indicator	Deadline	Means of verification
1	Design and test the geospatial suitability index to identify potential areas for afforestation in Malawi, consulting legal/governance aspects that might affect the definition of the potential area for afforestation	A geospatial suitability index to identify potential areas for afforestation in Malawi	21 Dec. 2022	<ul style="list-style-type: none"> Written report on the design and justification of the geospatial suitability index. It includes legal/governance aspects that might affect the definition of the potential area approved by the R0
2	Carry out the analysis using the suitability index, legal/governance aspects that might affect the potential areas for afforestation in Malawi.	One Geospatial layer with the identification of potential areas for afforestation in Malawi		<ul style="list-style-type: none"> Written report and metadata with the results of the suitability index of the national scale, which include information of the 2 priority areas (minimum 25x25 km), with the justification for the selection
3	Based on the identification of potential areas at the national scale, identify the priority areas for afforestation. Areas of 25 km x 25 km will have more input on afforestation, a total of at least 10,000 hectares of suitable land are expected to be identified in each suggested priority area. The minimum mapping area should be 25 ha. Areas of smaller size are acceptable only if they are still above 5 ha and there are more areas at the perimeter of 2 km that sum up to the minimum of 25 hectares.	At least two potential areas at the national scale, with the identification of potential areas for afforestation in Malawi	20 January 2023	<ul style="list-style-type: none"> A PostgreSQL database with the results of the suitability index, with the justification for the selection
4	Compilation of Layers (digital maps, images, vector data) on which the geospatial suitability index has been derived in a Metadata, that includes the source of the data and other relevant information about the data. In addition, a PostgreSQL database with the results of the suitability index, with the justification for the selection	One Geospatial Metadata, available with the compilation of Layers (digital maps, images, vector data) on which the geospatial suitability index has been derived in a Metadata, that includes the source of the data and other relevant information about the data. In addition, a PostgreSQL database with the results of the suitability index, with the justification for the selection		<ul style="list-style-type: none"> A PostgreSQL database with the results of the suitability index, with the justification for the selection
5	Identify in each of the suggested areas of land most suitable for afforestation, based on the geospatial suitability index and other relevant information, including the suggestion of the species composition and afforestation techniques for each particular priority area of land.	At least one area identified as most suitable for afforestation, based on the geospatial suitability index and other relevant information, including the suggestion of the species composition and afforestation techniques for each particular priority area of land.		<ul style="list-style-type: none"> Report of the preliminary selection of potential 10 000 ha of possible locations in each priority area, including the suggestion of the species composition and afforestation techniques for each particular priority area of land.

<p>each particular study area of intervention. This information should reflect the potential natural spectra composition based on an analysis of site conditions.</p>	
<p>Prepare final technical and financial report</p>	<p>15 February 2023</p>
	<p>• final report</p>

ANNEX B: AMENDED BUDGET

[Detailing F&D's total maximum financial liability and all required resources, if any. Please use the template available at FAO's LUNAR website, pages



AMENDMENT TO LETTER OF AGREEMENT

Between

the Food and Agriculture Organization of the United Nations ("FAO") and the

Institutul de Cercetări și Amenajări Silvice Î.S.

Republica Moldova, MD 2069, or. Chișinău, str. Calea Ieșilor 69

1. Introduction

The Food and Agriculture Organization of the United Nations (hereinafter referred to as "FAO") and *Institutul de Cercetări și Amenajări Silvice Î.S* (hereinafter referred to as the "Service Provider") (together hereinafter referred to as the "Parties") signed the Letter of Agreement attached in Annex C which came into effect on December 8, 2021 and was due to expire on December 31, 2022.

The Parties hereby agree to amend the Letter of Agreement under the terms and conditions described below.

2. Purpose

A detailed description of any additional and modified Services including ones described in this Amendment together with the new technical and operational requirements, the work plan and timeframe, performance indicators and means of verification, as well as additional inputs to be provided free-of-charge by the Service Provider and FAO, if any, are set out in detail in the Annex A; which together with the new complete amended budget that is presented in Annex B, form an integral part of this Amendment.

3. Terms of Payment

The following payments have been made by FAO on the dates specified below:

[MDL 167 424,00[First payment], PO 9304148, paid on 25 January 2022, ref# ERS-439692-70701]

[MDL 167 424,00[Second payment], PO 9304148, paid on 14 March 2022, ref# ERS-457078-74823]

The following payments will be made after certification by the Responsible Officer of the request(s) for payment as follows:

- (i) 3rd payment [30%-251 136,00 MDL] upon acceptance by FAO of the deliverable(s) Second Progress Report with results of the Shelterbelts Assessment and methodology of the implementation of the trainings for capacity building of the local public authority on the date indicated in the Work plan/Timeframe in the Annex A;

- (ii) Final payment [30%- 251 136,00 MDL] upon acceptance by FAO of the Final Report mentioned under paragraph 7 a) of the Letter of Agreement in Annex C.

The amounts set forth above will be paid in the currency stated above, in accordance with the detailed banking instructions provided by the Service Provider in the Letter of Agreement in Annex C.

4. Entry into force and period of validity. The Parties also agree that this Amendment will enter into force on the latest of the dates of signatures by the Parties and that the Letter of Agreement will expire on *April 30, 2023*.
5. In performing the Services, the Service Provider will comply in full and without delay with all rules and regulations that are issued by national and local governments regarding quarantine, public health, and/or the holding of public events and gatherings. In case of failure to comply, FAO may cancel part of the Services, and suspend or terminate the Agreement in accordance with the provisions detailed in the section "Delays and Termination" of this Agreement. In addition, the Service Provider may not, as part of the Services described in this Agreement, arrange any international travel for individuals that are not under their employment, without the prior notification and written clearance from the FAO LoA Responsible Officer. Such notification should clearly mention the name of the traveller, reason for travel, and the origin and destination of the journey.
6. All other terms and conditions of the Agreement, except as amended herein, shall remain unchanged and shall continue in full force and effect. This Amendment shall be an integral part of the Agreement. The Agreement, as modified by this Amendment, constitutes the complete agreement between the Parties and supersedes any prior written or oral agreements, writings, communications or understandings of the Parties with respect to the subject-matter thereof. In the event of any conflict between the terms and conditions of this Amendment and the Agreement, the terms of this Amendment shall prevail.

Signed on behalf of the Food and Agriculture Organization of the United Nations:

Signature: 

Date: 16/11/2022

for/ N Gangi, OIC, REU

Mr. Vladimir Rakhmanin

ADG/Regional Representative

FAO Regional Office for Europe and Central Asia (REU)

Budapest, HUNGARY

Signed on behalf of the Institutul de Cercetări și Amenajări Silvice Î.S

Signature: 

Date: 16.11.2022

Mr. Dumitru Galupa

Director

Institutul de Cercetări și Amenajări Silvice Î.S.

Chisinau, MOLDOVA

The Service Provider will sign two copies of this Agreement and return one to the FAO Responsible Officer.

ANNEX A: Workplan and specifications of modified and additional services

No	Description of Service	Timeline															
		Months															
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
1.1.	Mapping of the current situation of shelterbelts in the pilot project area according to cadastral data by means of with support of digitization, and topography– cartography experts																
1.2.	Elaboration, verification and submission of the thirty-two digital maps (graphical representation and Orthophoto 5000) of the current situation and brief narrative descriptions of the status of the shelterbelts per each LPA in the pilot project area																
2.1.	Conducting comparison of geospatial data of digital maps (32 per locality) and conducting a more in-depth Field assessment - identification of the current use categories of shelterbelts according to their types and current state of functionality																
2.2.	Inventory of woody and non-woody (shrubs) forest vegetation (Summary description sheets), predominantly tree and shrub species and elaborating a Brief assessment of soil and terrain/landscape positioning of the shelterbelts for 32 localities and prioritization of necessary interventions - rehabilitation measures																
3.1.	Elaboration of Technological Maps with the prioritization of possible measures and recommendations for interventions - rehabilitation of the shelterbelts																

	(correlated with the graphic / Orthophoto 5000) and carried out the selection of potential intervention Pilot Sites (PS) in the project area																
3.2.	Select and propose a List of best agroforestry and silvopastoral practices to be applied in the project pilot localities in terms of potential for rehabilitation - reconstruction of shelterbelts																
4.1.	Elaboration of the Practical Recommendation (Report) with ten (10) cost-benefit analysis schemes and ten (10) priority intervention schemes recommending use of various types of seedlings in different categories of the shelterbelts																
5.1.	Preparation of two (2) training programs and capacity building for better shelterbelt management (2 trainings per locality), with handing-over of the Technology Maps and Individual Intervention Plans for required rehabilitation activities																
6.1.	Develop a custom-program for continuous practical support for each locality, including understanding and applying Technology Maps and Individual Intervention Plans for the rehabilitation of the shelterbelts																

ANNEX B: AMENDED BUDGET

[Detailing FAO’s total maximum financial liability and all required resource inputs. Please use the template available at FAO’s LoA Handbook pages]

N/A

ANNEX C: ORIGINAL LOA

منظمة الغذية والزراعة للأمم المتحدة	联合国 粮食及 农业组织	Food and Agriculture Organization of the United Nations		Organisation des Nations Unies pour l'alimentation et l'agriculture	Продовольственная и сельскохозяйственная организация Объединённых Наций	Organización de las Naciones Unidas para la Alimentación y la Agricultura
Viale delle Terme di Caracalla, 00153 Rome, Italy			Fax: +39 0657053152	Tel: +39 0657051	www.fao.org	

FAO Budget Code: TF.REUTD.TF5G11MD20220

GRMS Supplier Number: 404525

PO Number :

Your Ref.:

LETTER OF AGREEMENT

Between

the Food and Agriculture Organization of the United Nations ("FAO")

and

Institutul de Cercetări și Amenajări Silvice Î.S.

(Institute for Forest Research and Management)

Republica Moldova, MD 2069, or. Chișinău, str. Calea Ieșilor 69

For provision of

"Assessment of the current situation, technical support and capacity building for the improvement of shelterbelts management in the project pilot area"

1. Introduction

The Food and Agriculture Organization of the United Nations (hereinafter referred to as "FAO") and Institutul de Cercetări și Amenajări Silvice Î.S (hereinafter referred to as the "Service Provider") (together hereinafter referred to as the "Parties") have agreed that the Service Provider will provide certain services defined in detail in the attached Annex (the "Services") which forms an integral part of this Letter of Agreement (hereinafter the "Agreement") in support of the *"Enabling a policy environment for integrated natural resources management and implementation of an integrated approach to achieve land degradation neutrality in Moldova"* (GCP/MOL/006/GFF). To enable the Service Provider to provide the Services, FAO will pay the Service Provider a total amount not exceeding MDL 837 120,00 *eight hundred thirty-seven thousand one hundred twenty MDL*, which represents FAO's maximum financial liability, into the Service Provider's account specified in paragraph 2 below.

In performing the Services, the Service Provider will comply in full and without delay with all rules and regulations that are issued by national and local governments regarding quarantine, public health, and/or the holding of public events and gatherings. In case of failure to comply, FAO may cancel part of the Services, and suspend or terminate the Agreement in accordance with the provisions detailed in the section "Delays and Termination" of this Agreement. In addition, the Service Provider may not, as part of the Services described in this Agreement, arrange any international travel for individuals that are not under their employment, without the prior notification and written clearance from the FAO LoA Responsible Officer who is named below. Such notification should clearly mention the name of the traveller, reason for travel, and the origin and destination of the journey.

2. Detailed Banking Instructions

Bank name: Mobiasbanca-OTP Group SA

Bank country and city: Republic of Moldova, mun. Chișinău

Bank branch address: mun. Chisinau, str. Calea Iesilor 55, Sucursala nr. 43 Calea Iesilor

SWIFT code: MOBBMD22

Account number: 86254267100

Exact bank account holder's name: Institutul de Cercetari si Amenajari Silvice I.S.
Account currency: MDL
Bank branch code or sort code: MOBBMD22
IBAN number: MD41MO2224ASV86254267100

3. Designation of the FAO Responsible Officer.

Ms. Tania Santivanez, Agricultural Officer, REU, Kálmán Imre utca 20. Budapest 1054 tania.sativanez@fao.org.) is designated the officer responsible for the management of this Agreement ("Responsible Officer") on behalf of FAO.

4. Entry into force and period of validity.

The Agreement will enter into force upon the date of signature by the Service Provider, by FAO or on 15 December whichever of the three dates is the latest and will terminate on 31 December 2022.

5. Purpose

- a) The purpose for which the funds provided by FAO under this Agreement shall be used are the following:

Objective. The Services will contribute to evaluate the current state of shelterbelts at local level, technical support and capacity building of Local Public Authorities (LPA), farmers, landowners and land users to improve shelterbelts management in the project pilot area.

Programme Priority Areas. The Services will contribute to the following priority areas:

BP1 Green innovation: Integrated green entrepreneurial and business opportunities, inclusive of small scale and vulnerable producers, created across sustainable crop, livestock and forestry production systems and supported through innovation, technologies and enabling policies

BE2 Bioeconomy for sustainable food and agriculture: bioeconomy that balances economic value and social welfare with environmental sustainability promoted through formulation and implementation of integrated evidence-based policies and practices in micro and macro environments, using technological, organizational and social innovations

BL5: Resilient agri-food systems: Resilience of agri-food systems and livelihoods to socio-economic and environmental shocks and stresses strengthened through improved multi-risk understanding and effective governance mechanisms for implementation of vulnerability reduction measures

- (i) **Outputs.** The Service Provider will produce, achieve or deliver the following outputs:

Output 1. Assessment of shelterbelts conducted in the project pilot area

Output 2. Cost benefit analysis of most intervention schemes recommending use of various types of seedlings in different categories of the shelterbelts

Output 3. Technical recommendations for pilot area shelterbelt management elaborated

Output 4. Capacity building and trainings on shelterbelt management conducted

(iv) Activities. The Service Provider will undertake the following activities, but not limited to:

Activities to achieve Output 1

1. Mapping of the current situation of shelterbelts in the pilot project area according to cadastral data of with support of digitization, and topography- cartography experts;
2. Elaboration, verification and submission of the thirty-two digital maps (graphical representation and Orthophoto 5000) of the current situation and brief narrative descriptions of the status of the shelterbelts for each 32 LPA in the pilot project area;
3. Elaborate and submit First Progress Report, including Methodology and Implementation Plan for the Assessment;
4. Conducting comparison of geospatial data of digital maps (32 per locality) and conducting a more in-depth Field assessment - identification of the current use categories of shelterbelts according to their types and current state of functionality; Inventory of woody and non-woody (shrubs) forest vegetation (Summary description sheets), predominantly tree and shrub species and elaborating a Brief assessment of soil and terrain/landscape positioning of the shelterbelts for 32 localities and prioritization of necessary interventions - rehabilitation measures;
5. Elaboration of inception inputs to Technological Maps (TM) with the prioritization of possible measures and recommendations for intervention - rehabilitation of shelterbelts, with the selection of Pilot Localities (LP) and locations of potential interventions of the project in terms of rehabilitation or reconstruction.

Activities to achieve Output 2

1. Based on the Methodology presented in the Inception Report and field assessment results, elaborate Practical Recommendation (Report) with ten (10) cost-benefit analysis schemes and ten (10) priority intervention schemes recommending use of various types of seedlings in different categories of the shelterbelts;

Activities to achieve Output 3

1. Elaboration of final Technological Maps with the prioritization of possible measures and recommendations for interventions - rehabilitation of the shelterbelts (correlated with the graphic / Orthophoto 5000) and carry out the selection of potential intervention Pilot Sites (PS) in the project area;
2. Select and propose a List of best agroforestry and silvopastoral practices to be applied in the project pilot localities in terms of potential for rehabilitation - reconstruction of shelterbelts;
3. Elaborate and submit Second Progress Report (at 50% of activities implemented) with results of the Shelterbelts Assessment and methodology of the implementation of the trainings and capacity building for LPA, farmers, land owners and users.

Activities to achieve Output 4

1. Preparation of two (2) training programs and capacity building for better shelterbelt management (2 trainings per locality; a total of 64 trainings), with handing-over of the Technology Maps and Individual Intervention Plans for required rehabilitation activities;

2. Develop a custom-program for continuous practical support for 32 pilot LPAs, including understanding and applying Technology Maps and Individual Intervention Plans for the rehabilitation of the shelterbelts.
 3. Prepare Final Report upon completion of all activities, including Statement of Expenditures.
- b) A detailed description of the Services including technical and operational requirements, budget, work plan and timeframe, performance indicators and means of verification, as well as inputs to be provided free-of-charge by the Service Provider and FAO, if any, are set out in detail in the *Annex 1*.

6. General Conditions

- a) Funds provided by FAO under this Agreement are to be used by the Service Provider exclusively for the provision of the Services in accordance with the budget set out in the Annex. Neither the Service Provider nor its personnel nor any other persons providing the Services on its behalf, will incur any additional commitment or expense on behalf of FAO.
- b) The Service Provider will be responsible for all activities related to the provision of the Services and the acts or omissions of all employees, agents or other representatives, and authorized subcontractors providing the Services on its behalf. FAO will not be held responsible for any accident, illness, loss or damage which may occur during the provision of the Services or any claims, demands, suits, judgements, arising there from, including for any injury to the Service Provider's employees, or to third parties, or any loss of, damage to, or destruction of property of third parties, arising out of or connected to the Service Provider's work or performance under this Agreement.
- c) The Service Provider shall not utilize funds received under this Agreement to subcontract services or procure items except as specifically provided for in the Annex or as specifically approved in writing by FAO. Any subcontracting arrangement shall in no way relieve the Service Provider of the responsibility for the provision/delivery of the Services required under this Agreement. Subcontracts or procurement of the items set forth in the Annex shall be procured in conformity with the Service Provider's own procurement rules and procedures. The Service Provider confirms that its procurement rules and procedures, and their implementation, ensure that the procurement process is transparent and consistent with generally-accepted principles governing public sector procurement to obtain best value for money. The Service Provider will ensure that its agreements with any subcontractor include the obligation to maintain appropriate records for a period of five years and FAO's right to review, audit and have access to all documentation and sites related to the activities carried out in connection with this Agreement.
- d) The Service Provider shall make and thereafter maintain, in compliance with national legislation, provision for adequate insurance to cover such risks as damage to property and injuries to persons, as well as third party liability claims.
- e) The personnel assigned by the Service Provider to provide the Services are not considered in any respect as being employees or agents of FAO. Nothing in this Agreement or in any document or arrangement relating thereto shall be construed as conferring any privileges or immunities of FAO on the Service Provider, its personnel or any other persons providing the Services on its behalf.

- f) Nothing in this Agreement or in any document relating thereto, shall be construed as constituting a waiver of privileges or immunities of FAO, or as its acceptance of the jurisdiction of the courts of any country over disputes arising out of this Agreement.
- g) The present Agreement shall be governed by general principles of law, to the exclusion of any single national system of law. General principles of law shall be deemed to include the UNIDROIT Principles of International Commercial Contracts of 2016.
- h) In providing the Services, the Service Provider shall conform to all national laws applicable to its activities and its relations to third parties, including employees. The Service Provider shall promptly correct any violations thereof and shall keep FAO informed of any conflict or problem arising in relation to national authorities. In particular, in performing the Services, the Service Provider will comply in full and without delay with all rules and regulations that are issued by national and local governments regarding quarantine, public health, and/or the holding of public events and gatherings. In case of failure to comply, FAO may cancel part of the Services, and suspend or terminate the Agreement in accordance with the provisions detailed in the section "Delays and Termination" of this Agreement. In addition, the Service Provider may not, as part of the Services described in this Agreement, arrange any international travel for individuals that are not under their employment, without the prior notification and written clearance from the FAO LoA Responsible Officer who is named below. Such notification should clearly mention the name of the traveller, reason for travel, and the origin and destination of the journey
- i) The Service Provider shall observe the highest standard of ethics in providing the Services and agrees to adhere to the UN Supplier Code of Conduct, which can be viewed at <https://www.un.org/Depts/ptd/about-us/un-supplier-code-conduct>
- j) The Service Provider confirms that it has not engaged in, nor will engage in, any corrupt, fraudulent, collusive, coercive, unethical or obstructive practices in entering into or implementing this Agreement. If FAO determines that the Service Provider has engaged in such practices, it may impose sanctions, including termination of the Agreement, as provided by FAO's Sanctions Procedures (http://www.fao.org/fileadmin/user_upload/procurement/docs/FAO_Vendors_Sanctions_Policy_-_Procedures.pdf). In addition, information on sanctioned Service Providers and other third parties may be shared with other Intergovernmental or UN Organizations. This provision must be included in all subcontracts, sub-agreements or assignments entered into by the Service Provider under this Agreement.
- k) For the purpose of this Agreement, the following terms shall have the following meanings:
 - (i) *"Fraudulent practice" is any act or omission, including misrepresentation that knowingly or recklessly misleads, or attempts to mislead, a party to obtain, financial and/or other benefit and/or to avoid an obligation.*
 - (ii) *"Coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party.*
 - (iii) *"Collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party.*
 - (iv) *"Corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value whether tangible or intangible to improperly influence the actions of another party.*

- (v) *"Unethical practice" is an act or omission contrary to the conflict of interest, gifts and hospitality or post-employment FAO policy (<http://www.fao.org/unfao/procurement/codedeconductethique/en/>), as well as any provisions or other published requirements of doing business with FAO, including the UN Supplier Code of Conduct; and*
 - (vi) *"Obstructive practice" is an act or omission by the Service Provider or its affiliates, successors or assigns that may prevent or hinder the work of the Investigation Unit of the FAO Office of the Inspector General.*
- l) The Service Provider shall take all reasonable precautions to avoid any conflict of interest in the implementation of the Services and shall inform FAO without delay of any situation constituting or likely to entail a conflict of interest including any FAO personnel having an interest of any kind in the Service Provider's activities.
 - m) In order to enter into an agreement with FAO, the Service Provider, and any of its agents or authorized subcontractors, should not be suspended, debarred or otherwise identified as ineligible by any Intergovernmental or UN Organization, including any organization within the World Bank Group or any multi-lateral development bank, or by the institutions and bodies of economic integration organizations (e.g., the European Union). The Service Provider is required to disclose to FAO whether it, or any of its agents or authorized subcontractors, is subject to any sanction or temporary suspension imposed by any such organization or National Authority at any time during the three years prior to this Agreement or at any time throughout the execution of this Agreement. The Service Provider recognizes that a breach of this provision will entitle FAO to terminate its Agreement with the Service Provider immediately upon notice to the Service Provider, without any liability for termination charges or any other liability of any kind of FAO.
 - n) Unless authorized in writing by FAO, the Service Provider shall not advertise or otherwise make public that it has a contractual relationship with FAO, nor shall the Service Provider, in any manner whatsoever use the name or emblem of FAO, or any abbreviation of the name of FAO.
 - o) Any intellectual property rights including copyright, of material such as publications, software and designs, made available by the Parties to be used in implementing activities under this Agreement will remain with the originating Party. All intellectual property rights, including copyright, in the outputs produced under this Agreement are vested in FAO, including, without any limitations, the right to use, publish, translate, sell or distribute, privately or publicly, any item or part thereof. FAO hereby grants to the Service Provider a non-exclusive royalty-free license to use, publish and distribute the outputs delivered under this Agreement for non-commercial purposes, provided that FAO is acknowledged as the source and copyright owner. Neither the Service Provider nor its personnel will communicate to any other person or entity any confidential information made known to it by FAO nor will they use this information for private or corporate advantage. This provision will survive the expiration or termination of this Agreement.
 - p) To comply with disclosure requirements and enhance transparency, FAO may release and/or publish the following information about this Agreement: (i) the name and nationality of the Service Provider; (ii) a brief description and location of the Services provided; and (iii) the amount of this Agreement. The Service Provider specifically consents to the release and/or publication of such information. FAO will not release or publish information that could reasonably be considered confidential or proprietary.

- q) The Service Provider shall return to FAO any unexpended funds budgeted and paid by FAO under this Agreement.
- r) This Agreement is not subject to payment by FAO of any levies, taxes, registration duties or any other duties or charges whatsoever. The Service Provider shall duly pay taxes, duties and other charges in accordance with prevailing laws and regulations applicable to the Service Provider.
- s) The Service Provider agrees to undertake all reasonable efforts to ensure that none of the funds received from FAO under this Agreement are used to provide support to individuals or entities i) associated with terrorism, as included in the list maintained by the Security Council Committee established pursuant to its Resolutions 1267 (1999) and 1989 (2011) or ii) that are the subject of sanctions or other enforcement measures promulgated by the United Nations Security Council. This provision must be included in all subcontracts, sub-agreements or assignments entered into under this Agreement. The Service Provider acknowledges and agrees that this provision constitutes an essential term of this Agreement and any breach of these obligations and warranties shall entitle FAO to terminate this Agreement immediately upon notice to the Service Provider, without any liability for termination charges or any other liability of any kind of FAO.
- t) The Service Provider shall take all appropriate measures to prevent sexual exploitation or abuse of any beneficiary of the services provided under this Agreement, or to any persons related to such beneficiaries, by its employees or any other persons engaged and controlled by the Service Provider to perform any services under this Agreement. For these purposes, sexual activity with any person less than eighteen years of age shall constitute the sexual exploitation and abuse of such person. In addition, the Service Provider shall refrain from, and shall take all reasonable and appropriate measures to prohibit its employees or other persons engaged and controlled by it from exchanging any money, goods, services, or other things of value, for sexual favours or activities, or from engaging in any sexual activities that are exploitive or degrading to any beneficiary of the services provided under this Agreement or to any persons related to such beneficiaries. The Service Provider acknowledges and agrees that the provisions hereof constitute an essential term of this Agreement and that any breach of these provisions shall entitle the Organization to terminate this Agreement immediately upon notice to the Service Provider, without any liability for termination charges or any other liability of any kind.

7. Reporting and Record Maintenance Requirements

- a) The Service Provider shall submit to the Responsible Officer named in paragraph 3, the Reports listed in the Annex on the dates set forth therein, including a final report consisting of a narrative report and financial report ("Final Report") within 30 days following the completion of the Services. The Final Report must be sufficiently detailed to allow certification of deliverables and of expenditures. The financial report shall be signed and certified as to its correctness by a duly designated representative of the Service Provider (e.g. executive officer, chief financial officer, chief accountant or similar).
- b) The Service Provider shall keep accurate financial records and maintain supporting documentation showing the utilization of inputs and funds under this Agreement and any other documentation related to the Services for a period of five years following termination or expiry of the Agreement, during which period FAO, or a person designated by FAO, or the relevant auditing authority (e.g. national audit office) shall have the right, at any time, to conduct reviews and/or audits relating to any aspect of this Agreement. The Service Provider shall provide its full

and timely cooperation with any such review or audit. Full and timely cooperation shall include, but not be limited to, making available employees or agents and granting to FAO or other designated person or relevant authority, access at reasonable times and conditions to the Service Provider's premises or other sites where documentation related to this Agreement is kept or activities related to this Agreement are carried out.

8. Delays and Termination

- a) The Agreement shall enter into force upon signature by both Parties and shall remain in force until the Services have been satisfactorily provided or until otherwise terminated in accordance with the provisions herein.
- b) The Service Provider will carry out the Services in accordance with the work plan and within the timeframe set forth in the Annex and shall notify FAO of any delays that will prevent delivery of the Services in accordance with the work plan and within the timeframe set forth in the Annex.
- c) FAO may suspend or cancel all or part of this Agreement, obtain the Services elsewhere and make corresponding adjustments to any payments that may be due to the Service Provider, if the Service Provider fails to make delivery, or perform to a standard considered acceptable to FAO. Subject to consultation with the Service Provider, the determination of FAO, relating to this provision, shall be binding.
- d) If at any time during the course of this Agreement it becomes impossible for the parties to perform any of their obligations for reasons of Force Majeure, that party shall promptly notify the other in writing of the existence of such Force Majeure. The party giving notice is thereby relieved from such obligations as long as Force Majeure persists. For the purpose of this Agreement, the term "Force Majeure" shall mean any unforeseeable exceptional situation or event beyond the Parties' control which prevents either of them from fulfilling any of their obligations under this Agreement, was not attributable to error or negligence on their part (or of their personnel, agents, or other representatives, or authorized subcontractors), and proves insurmountable in spite of all due diligence.
- e) FAO shall have the right to terminate this Agreement, by written notice to this effect, if it considers that continued implementation of the Agreement is impossible or impractical:
 - (i) for unforeseen causes beyond the control of FAO;
 - (ii) in the event of a default or delay on the part of the Service Provider after written notice by FAO which provides a reasonable period to remedy the default or delay.
- f) In the event of termination as per 8e) above, the following shall apply:
 - (i) termination for unforeseen causes beyond its control, FAO shall complete all payments for expenses which have been incurred by the Service Provider up to the effective date of termination.
 - (ii) termination due to the Service Provider's default or delay, the Service Provider shall refund to FAO any payment already received in respect of Services that have not been performed to a standard considered acceptable to FAO.

- g) FAO shall have the right to terminate this Agreement, by written notice to this effect, if FAO establishes in accordance with its administrative procedures:
- (i) irregularities, including any corrupt, fraudulent, collusive, coercive, unethical or obstructive practices in paragraphs 6i)-p) on the part of the Service Provider in relation to this Agreement; or
 - (ii) a breach of the reporting requirements in paragraph 7 above.
- h) In the event of termination as per g) above, the Service Provider shall refund to FAO all payments that were made on the basis of the irregularity or corrupt, fraudulent, collusive, coercive, unethical or obstructive practices, or as otherwise determined by FAO to be equitable and take other action as deemed appropriate by FAO.

9. Terms of Payment

- a) The payments will be made after certification by the Responsible Officer of the request(s) for payment as follows:
- (i) 1st payment not to exceed [20%-167 424,00 MDL] of total amount upon signature of the present Agreement;
 - (ii) 2nd payment not to exceed [20%-167 424,00 MDL] of total amount upon acceptance by FAO of the First Progress Report with methodology of the implementation of the Shelterbelts Assessment on the date indicated in the Work plan/Timeframe in the Annex;
 - (iii) 3rd payment not to exceed [30%-251 136,00 MDL] of total amount upon acceptance by FAO of the Second Progress Report with results of the Shelterbelts Assessment and methodology of the implementation of the trainings for capacity building of the local public authority on the date indicated in the Work plan/Timeframe in the Annex;
 - (iv) Final payment not to exceed [30%- 251 136,00 MDL] of total amount upon acceptance by FAO of the Final Report mentioned under paragraph 7a) above.
- b) The payments will be made in the currency stated in paragraph 1, in accordance with the detailed banking instructions provided by the Service Provider and defined in paragraph 2.
- c) The Service Provider shall submit each request for payment to the address indicated below:
- Mr. Vladimir Rakhmanin*
ADG/Regional Representative
FAO Regional Office for Europe and Central Asia (REU)
Budapest, HUNGARY
- d) FAO enjoys certain privileges and immunities which include exemption from payment of Value Added Tax ("VAT" or "IVA"), customs duties and importation restrictions.
- e) If the Service Provider fails to submit the Final Report mentioned in 7a) above no later than 30 days following completion, expiry or termination of this Agreement, FAO may, after provision of due notice of the default, terminate this Agreement without making the final payment.

Settlement of Disputes

- a) Any dispute between the parties arising out of the interpretation or execution of this Agreement, if not settled by negotiation between the parties or by another agreed mode of settlement, shall be submitted at the request of either party, to one conciliator. Should the parties fail to reach agreement on the name of a sole conciliator, each party shall appoint one conciliator. The conciliation shall be carried out in accordance with the Conciliation Rules of the United Nations Commission on International Trade Law, as at present in force.
- b) Any dispute not resolved by conciliation shall, at the request of either party, be settled by arbitration in accordance with the Arbitration Rules of the United Nations Commission on International Trade Law, as at present in force. The arbitral tribunal shall have no authority to award punitive damages. FAO and the Service Provider agree to be bound by any arbitration award rendered in accordance with this article, as the final adjudication of any such dispute.
- c) The parties may request conciliation during the execution of this Agreement and in the period not to exceed twelve months after the completion, expiry or termination of this Agreement. The parties may request arbitration not later than ninety days after the termination of the conciliation proceedings. All dispute resolution proceedings shall be conducted in the language in which the agreement is drafted provided that it is one of the six official languages of FAO (Arabic, Chinese, English, French, Russian and Spanish). In cases where the language of the agreement is not an official language of FAO, the conciliation or the arbitration proceedings shall be conducted in English.

10. Amendments.

Any changes or amendments to this Agreement shall be made in writing and on the basis of mutual consent of the signatories to this Agreement.

Signed on behalf of the Food and Agriculture Organization of the United Nations:

Signature: _____

Date: _____

Mr. Vladimir Rakhmanin
ADG/Regional Representative
FAO Regional Office for Europe and Central Asia (REU)
Budapest, HUNGARY

Signed on behalf of the Institutul de Cercetări și Amenajări Silvice Î.S.:

Signature: _____

Date: _____

Mr. Dumitru Galupa
Director
Institutul de Cercetări și Amenajări Silvice Î.S.
Chisinau, MOLDOVA

The Service Provider will sign two copies of this Agreement and return one to the Responsible Officer.

ANNOTATED OUTLINE FOR PREPARATION OF STANDARD ANNEX I OF
THE LETTER OF AGREEMENT
ANNEX I
TERMS OF AGREEMENT

1. Background

FAO Regional Office for Europe and Central Asia in collaboration with the Ministry of Agriculture and Food Industry of the Republic of Moldova is implementing the project “Enabling a policy environment for integrated natural resources management and implementation of an integrated approach to achieve land degradation neutrality in Moldova” (GCP/MOL/006/GFF). One of the top Project Objectives is to support and scale up the introduction of innovative climate-smart agriculture practices, sustainable forest and land management to achieve Land Degradation Neutrality (LDN) in the pilot area. In order to achieve project Output 1.1.4: Assessment of the current situation of the shelterbelts and Output 2.1.2: Technical support and capacity building for improved shelterbelt management, it is necessary to collaborate with the Service Provider in carrying out an assessment of the current situation at local level and to, provide technical support and capacity building for the improvement of shelterbelt management.

Currently, the afforestation degree of the Republic of Moldova constitutes circa approximately 11.1% or 0.086 ha of forest per capita. The forest fund is highly fragmented. About 5 000 ha of existing woodland areas, with the extent ranging from 5 ha to 15,000 ha, are dispersed and isolated. There are no interconnecting forest corridors that are of major importance both for the viability of the forestry fund and for maintaining biological diversity, conserving soils and providing hydrological protection. At the same time, about 40% of brush does not correspond to local growing conditions; the species planted are unsuitable for local ecosystems. Most of the land covered by forests (87.2%) is state-owned, while the rest is owned by mayoralities (12.2%) and only 0.8% - by private owners.

The project intervention area includes communes (com.) and villages (vill.) from Orhei district (20 locations): com. Ivancea, com. Trebujeni, Pohorniceni vill., com. Piatra, Susleni vill., Vascauti vill., com. Jora de Mijloc, Bulaiesti vill., com. Berezlogi, Bolohan vill., com. Step-Soci, com. Zorile, com. Biesti, com. Marzesti, com. Pohrebeni, com. Chiperceni, com. Cucuruzeni, com. Crihana, Podgoreni vill., Zahoreni vill.; from Rezina rayon (11 locations): Otac vill., Cuizauca vill., Busauca vill., com. Ghiduleni, com. Pereni, Cogalniceni vill., Trifesti vill., Gordinesti vill., com. Pripiceni-Razesi, Ignatei vill., s. Peciste and the Raspopeni village in the district of Soldanesti. The pilot area of the project includes an area of 92,000 ha, but at the moment the situation regarding the state of functionality of the shelterbelts under LPA management is not known. In order to achieve the objectives of the project, it is paramount to carry out an assessment of the current situation of the shelterbelts, including the identification of short, medium and long-term intervention measures.

The assessment of all shelterbelts will be performed in order to set LDN targets and plan interventions. This also involves the clarification of legal and tenure issues of all legitimate owners. After shelterbelts assessment, some shelterbelts will be rehabilitated in areas designated for woody vegetation to reduce soil erosion and strengthen and regulating ecosystem services in the landscape, such as flows of water and sediment, as well as carbon sequestration.

Additionally, carrying out a cost/benefit analysis of existing shelterbelts is necessary in order to assess the necessity of their rehabilitation or creation of new ones. The measures implemented during the Project will contribute to the increase of soil fertility, respectively the increase of the crop yields and the efficiency of the crop production, where organic fertilizers will be applied. Providing overview of existing shelterbelts and their status will be important for the generation of ecosystem services at landscape level.

The results of the assessment of the current situation of the shelterbelts in the pilot area, need to be identified to subsequently stand at the basis of implementing evidence-based trainings to increase local capacities in

shelterbelt management. To raise the impact of the activities conducted, the current status and technical options for the rehabilitation of the shelterbelts need to be elaborated and presented in each locality in order to demonstrate the potential and necessity to conduct activities for prevention of erosion and land degradation. This will inform improve the identification and planning of the necessary solutions and financial implications.

For the above-mentioned tasks, a collaboration with a Service Provider will be established to implement the assessment of the current situation of the shelterbelts and provision of technical support and capacity building for the improvement of shelterbelts management in the Project pilot area.

2. Terms of Reference

2.1 Definition of Output(s) and/or Outcome(s)

The Service Provider shall deliver the following outputs:

Output 1 -

Within this Output, the SP will elaborate Thirty-two (32) digital maps (graphical representation and Orthophoto 5000) with access to general data from the cadastre register and brief narrative descriptions of the state of the shelterbelts per each locality of the project pilot area. SP will be conducting Thirty-two (32) field assessments, including the comparison of geospatial data of the digital and cadastral maps and the identification of the current use categories of the shelterbelts according to the types of shelterbelts and their state of functionality in each locality;

Output 2 -

Within this Output, the Service Provider will elaborate of the cost-benefit analysis of at least ten (10) schemes for the placement of seedlings in different categories of shelterbelts and the advantages of their influence on productivity and improvement of soil quality and biodiversity;

Output 3 -

Within this Output, the Service Provider will elaborate and submit the Thirty-two (32) Technological Maps (TM) for each locality with the prioritization of the necessary intervention measures for rehabilitation of the shelterbelts, with the selection of the Pilot Localities (LP) for the project intervention;

Output 4 -

Within this Output, the Service Provider will conceptualize, prepare and deliver Two (2) training programs carried out for the capacity building of LPAs, farmers, landowners and users (2 trainings per locality; a total of 64 trainings) with the presentation and handing out Technology Maps and Individual Intervention Plans (per locality) for shelterbelts rehabilitation. During of the all-implementation period of this agreement SV will be providing a continuous practical support to 32 LPAs in comprehending and applying agroforestry practices in the project area.

Achievement of the outputs will be measures by the following indicators:

<i>Indicators</i>	<i>Means of verification</i>
Number of GIS-maps (accompanied by narrative description) elaborated to capture the baseline status of shelterbelts in the pilot area	<ul style="list-style-type: none"> ➤ Digital maps (32 maps, 1 for each locality) with the visualization of the graphic representation of shelterbelts and Orthophoto 5000, with access to the general data of the cadaster register for each LPA; ➤ 32 brief narrative descriptions of the status of the shelterbelts (1 per LPA); ➤ Key indicators per each locality, will include, but not limited to: <ul style="list-style-type: none"> -Total number of ha of intra- and extra-urban land per LPA; -Number of ha of arable land per LPA; -Number of ha of grassland per LPA; -Total number of ha of shelterbelts per LPA;

Number of information packages elaborated (maps and accompanying quantitative and narratives) to capture the specifics of existing shelterbelts	<p>➤ Maps and narrative reports including the following:</p> <ul style="list-style-type: none"> - Comparison of geospatial data of digital cadastral maps (32 per locality) with the actual shelterbelt's situation on the field; - Current use categories and functional status of shelterbelts per LPA; <p>➤ Inventory of woody and non-woody (shrubs) forest crops (Summary description sheets) including:</p> <ul style="list-style-type: none"> - Total area (ha), - Number of shelterbelts - plots, - Area of plots (ha / m²), - Summary of inventory list of woody vegetation, including species, percentage of each, age (optional), height (optional), crown closure (% age), density (trees/ha); - Summary inventory list of non-timber vegetation, including harvestable species, indicative number of plants per ha (each species); cover (%) (each species); harvestable/non-harvestable (%), plant size; brief information on plants - crops in adjacent plots); <p>➤ Lists (32) of predominant tree species (oak, poplar, pine, etc.) within the shelterbelts 1 per each LPA;</p> <p>➤ Lists (32) of predominant shrub species (dunce, blackthorn, etc.) within the forest shelterbelts, 1 per LPA;</p> <p>➤ Brief assessments (32) of forestry-related soil and terrain relief (slopes, gradients, gullies), soil stability (risks of surface erosion, wind and water soil erosion), and special mention of wetlands and flooding (including time of year).</p> <p><i>NOTE: All of the above will be incorporated in information reports per each locality, resulting in 32 General Reports, one per each LPA.</i></p>
Number of the Technological Maps (with recommendation Reports for rehabilitation - reconstruction of the shelterbelts and List of the selected Pilot Localities (LP) for potential project interventions) elaborated	<p>➤ Technology Maps and Narrative recommendation Reports (32) for rehabilitation - reconstruction elaborated and correlated with the graphic representation of the shelterbelts and Orthophoto 5000, including:</p> <ul style="list-style-type: none"> - Ranking (by level of priority) of possible measures and recommendations for intervention in the state of functionality of the shelterbelts for each locality; - Agroforestry practices (types of protective forest cover, etc.) and silvo-pastoral practices applied in the project localities; - List of best agroforestry practice options for intervention locations. - Selection of Pilot Localities (LP) for potential project interventions in terms of rehabilitation - reconstruction of shelterbelts.
Number of seedling placement schemes elaborated with cost-benefit analysis of different categories of the shelterbelts	<p>➤ The Report with practical recommendation, including:</p> <ul style="list-style-type: none"> - Ten (10) priority schemes for the location of seedlings in different categories of the shelterbelts; - Ten (10) cost-benefit analyses developed for priority schemes for the location of different shelterbelts categories; - The benefits of the influence of different categories of shelterbelts on productivity and improvement of soil quality and biodiversity.
Number of training programs implemented to increase the	<p>➤ Delivering thirty-two (32) Technology Maps for the rehabilitation of shelterbelts to each locality;</p> <p>➤ Delivering thirty-two (32) Individual Intervention Plans for shelterbelts rehabilitation (2-3 sheets) with data on the condition of</p>

capacity building in the field of the shelterbelt's management	<p>shelterbelts, technical solutions for shelterbelts rehabilitation - possibilities for prevention of erosion and land degradation for each locality, etc.;</p> <ul style="list-style-type: none"> ➤ Thirty-two (32) practical trainings with presentation of the current status and technical options for shelterbelts rehabilitation (including handing out of Rehabilitation Technology Maps) with participation of minimum 10 persons from each locality (total, at least 330 participants); ➤ Thirty-two (32) practical trainings with the delivery and presentation of Individual Plans for the rehabilitation of shelterbelts - possibilities to prevent erosion and land degradation with the participation of minimum 10 persons from each locality (total, at least 320 participants); ➤ Agendas developed for each training event; ➤ List of participants for each event, disaggregated by gender; ➤ Handouts - training materials. ➤ Small Report on problems, solutions and achievements for each event; ➤ Photo documentation of the training for each event.
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2.2 Description of Services

The Service Provider (SP) shall provide the following services below, but not limited to:

Output 1. Assessment of shelterbelts conducted in the project pilot area

Activity 1.1. - Mapping of the current situation of shelterbelts in the pilot project area according to cadastral data by means of with support of digitization, and topography– cartography experts

The SP, under the technical guidance provided by FAO, will develop a methodology and tools, to conduct the assessment of the current situation of the shelterbelts among the village authorities, farmers and other land-related decision makers, i.e., land users (if the existing shelterbelts are owned or leased to private entities). The aim of this activity will be to develop thirty-two (32) digital and cadastral maps with access to general data from the cadaster register and with a brief narrative description of the state of the shelterbelts per locality with the possibility to view the graphical representation and Orthophoto 5000.

Activity 1.2. - Elaboration, verification and submission of the thirty-two digital maps (graphical representation and Orthophoto 5000) of the current situation and brief narrative descriptions of the status of the shelterbelts for each 32 LPA in the pilot project area

Mapping of the current situation of the shelterbelts in the pilot project area according to cadastral data will be performed and include, but not be limited to: area of the shelterbelts, their location, including a map for each locality with the types of shelterbelts identified, accompanied by brief narrative descriptions of their condition and elaboration of database/list for documenting the local situation.

Subsequently, the SP will elaborate and submit for approval a First Progress Report (both in English and Romanian languages), with Methodology and Implementation Plan of the Assessment, which will contain the tools, terms and conditions for carrying out the tasks and will take into account all recommendations from the FAO.

Activity 1.3. - Conducting comparison of geospatial data of digital maps (32 per locality) and conducting a more in-depth Field assessment - identification of the current use categories of shelterbelts according to their types and current state of functionality

Geospatial data of digital cadastral maps (i.e., geospatial, geographic, location-based data) will relate objects to a location of the shelterbelts on the maps in the localities. Geospatial information will contain substantial information on the shelterbelts, including parcel-based records of land tenure (i.e., if the land is owned/managed by the LPA or under lease, or other ownership/use conditions) and will include the geometric description of the land parcels linked to other thematic attributes regarding the ownership or control over the parcel, its current usage pattern and potential improvements. At this stage, the SP will carry out a comparison of geospatial data of digital cadastral maps (32 per locality) with the actual shelterbelt's situation on the field and current use categories and functional status. This activity will also serve as quality control, to make sure mapping data corresponds to the field situation.

Activity 1.4. - Inventory of woody and non-woody (shrubs) forest vegetation (Summary description sheets), predominantly tree and shrub species and elaborating a Brief assessment of soil and terrain/landscape positioning of the shelterbelts for 32 localities and prioritization of necessary interventions - rehabilitation measures

The SP will create a task force, composed of Heads of Village Councils, Cadastral Engineers and other key stakeholders (local counselors and representatives of farmers and landowners) who will participate in the survey. The task force will organize meetings in each LPA to ensure the collection of the most accurate and objective data on: (i) current use categories and functional status of shelterbelts per LPA; (ii) inventory of woody and non-woody (shrubs) forest crops (Summary description sheets): total area (ha), number of shelterbelts - plots, area of plots (ha / m²), (summary of inventory of woody crops: species, percentage of each, age (optional), height (optional), crown closure (% age), density (trees/ha) and non-timber: harvestable species, indicative number of plants per ha (each species); cover (%) (each species); harvestable/non-harvestable (%), plant size; brief information on plants - crops in adjacent plots); (iii) predominant tree species (oak, poplar, pine, etc.) within the shelterbelts per LPA; (iv) predominant shrub species (dunce, blackthorn, etc.) within the forest shelterbelts per LPA; and (v) brief assessment of soil and terrain relief (slopes, gradients, gullies), soil stability (risks of surface erosion, wind and water soil erosion), and special mention of wetlands and flooding (including time of year).

The SP will elaborate and present the methodology to conduct survey on shelterbelts assessment for further developing efficient models of shelterbelts management. The discussions will also look into LPAs', village councils' authorities and landowners/users' perceptions and attitudes towards existing situation of shelterbelts management, solutions and potential interventions. These will be documented in brief reports and further used for project interventions and subsequent recommendations.

Output 2. Cost benefit analysis of most intervention schemes recommending use of various types of seedlings in different categories of the shelterbelts

Activity 2.1. - Based on the Methodology presented in the Inception Report and field assessment results, elaborate Practical Recommendation (Report) with ten (10) cost-benefit analysis schemes and ten (10) priority intervention schemes recommending use of various types of seedlings in different categories of the shelterbelts

Develop practical models with cost-benefit analysis on at least ten (10) different schemes of seedling placement in different categories of shelterbelts and elaborate a calculation of benefits/impacts on productivity and improvement of soil quality and biodiversity.

Based on the results of the survey/discussions, the SP will describe the different models of shelterbelts and their advantages and positive impacts on productivity and improvement of soil quality and biodiversity so that LPAs and other stakeholders can further used evidence-based decision making when implementing one or more rehabilitation models of shelterbelts management in their localities.

In close collaboration with FAO project team, the SP will elaborate at least ten (10) models for shelterbelts management, based on various types of shelterbelts in various conditions. These will be incorporated in a Practical Recommendations Report including: (i) ten (10) priority schemes for the location of seedlings in different categories of the shelterbelts; (ii) ten (10) cost-benefit analyses developed for the priority schemes for the location of different shelterbelts categories; and (iii) the overall calculated benefits of the influence of different categories of shelterbelts on productivity and improvement of soil quality and biodiversity.

Output 3. Technical recommendations for pilot area shelterbelt management elaborated

Activity 3.1. - Elaboration of Technological Maps with the prioritization of possible measures and recommendations for interventions - rehabilitation of the shelterbelts (correlated with the graphic / Orthophoto 5000) and carry out the selection of potential intervention Pilot Sites (PS) in the project area

After field assessment and identification of the current use categories of the shelterbelts, the SP in collaboration of the LPAs, village councils and other stakeholders, will elaborate the Technological Maps with the prioritization of possible measures and recommendations for intervention - rehabilitation of the shelterbelts. The SP will also conduct a process of selection of potential Pilot Sites (PS) for interventions of the project in terms of rehabilitation - reconstruction. These sites will be consulted with FAO and the SP will argue the demonstration power of these sites and the impact that will be generated as a result of the investment support. This selection process will require a large participation of LPAs, village councils and other local stakeholders, including women, to result in the development of Technology Maps for each village as a participatory planning exercise on shelterbelt management.

Through conducting the survey, the SP will develop:

- (i) Technological Maps for each village (32 per locality) for rehabilitation - reconstruction elaborated and correlated with the graphic representation of the shelterbelts and Orthophoto 5000;
- (ii) Elaboration of a ranking (according to effectiveness) of possible measures and recommendations for intervention in the current state of functionality of the shelterbelts for each locality. The recommendations will include the most objective choice options for assortment of planting material, as well as other technical details related to the nature of the intervention;
- (iii) List of agroforestry practices (types of protective forest cover, etc.) and silvopastoral practices that need to be applied in the project localities, as well as the locations of all sites for the practices proposed;

Activity 3.2. - Select and propose a List of best agroforestry and silvopastoral practices to be applied in the project pilot localities in terms of potential for rehabilitation - reconstruction of shelterbelts

The SP will support the project in conducting a Selection of Pilot Localities (LP) (according to criteria developed and discussed jointly with FAO) for project's potential investment interventions in terms of rehabilitation - reconstruction of shelterbelts.

Based on the consultations with LPA, village councils and other stakeholders, the SP will determine which models should be implemented. The SP will elaborate recommendations on the most optimal models to be adopted and the required steps to be taken for their implementation. Subsequently, these models will be used for project's targeted intervention at local level and rehabilitation or reconstruction of shelterbelts.

Based on the above, the SP will elaborate and submit a Second Progress Report (both in English and Romanian languages) with results of the Shelterbelts Assessment and a Methodology/approach for the implementation of the trainings for capacity building activities. The Second Progress Report will

describe the activities upon completion of fifty (50) percent of activities carried out and include the (32) digital cadastral maps as a result of the evaluation the field situation. These will also be accompanied by Technology Maps (TM) elaborated for each locality with the prioritization of possible intervention measures - rehabilitation of shelterbelts and Practical Recommendations Report with ten (10) schemes and cost-benefit analysis of the placement of seedlings in different categories of shelterbelts.

Output 4. Capacity building and trainings on shelterbelt management conducted

Activity 4.1. - Preparation of two (2) training programs and capacity building for better shelterbelt management (2 trainings per locality; a total of 64 trainings), with handing-over of the Technology Maps and Individual Intervention Plans for required rehabilitation activities

The SP, in collaboration with FAO, will implement minimum two (2) training programs for capacity building in the field of the shelterbelt management (2 trainings per locality, or a total of 64 trainings) with the presentation of the current status and technical options for the rehabilitation. During the trainings in each locality, the SP will present locality-specific data, as well as present and hand-over a plan developed per each locality, containing practical solutions. Among presentation of theory related to shelterbelt management, the SP will also present the Plans and explain topics related to: (i) use of Technology Maps for the rehabilitation of shelterbelts for each locality and (ii) use of Individual Intervention Plans for shelterbelts rehabilitation - opportunities to prevent erosion and land degradation for each locality.

The SP will properly document each Training, including of the Agenda, List of participants, handouts - training materials for the APL and participants, Small Report of the problems, solution, achievement and results, as well as photos from the events will be submitted.

Activity 4.2. - Develop a custom-program for continuous practical support for 32 pilot LPAs, including understanding and applying Technology Maps and Individual Intervention Plans for the rehabilitation of the shelterbelts.

During implementation of the abovementioned tasks, the participants might come up with additional questions and inquiries during the trainings or afterwards. The SP will collect the inquiries/questions and provide answers depending on its area of competency to further support training participants in applying effective shelterbelt management.

Upon completion of all activities the SP, will elaborate and submit the Final Report (both in English and Romanian languages) with describing all activities carried out including the implementation of two (2) training programs to increase the capacity building in the fields of the shelterbelt's management for LPA (64 trainings) and itemized statement of expenditure.

2.3 Workplan and Timeframe (Duration)

No	Description of Service	Timeline											
		Months											
		1	2	3	4	5	6	7	8	9	10	11	12
1.1.	Mapping of the current situation of shelterbelts in the pilot project area according to cadastral data by means of with support of digitization, and topography- cartography experts												

Reports formatting requirements: 1,0- spaced, Times New Roman 12.

Technical requirements: the text may contain tables and figures, which should have separate numbering (one numbering system for tables; another- for figures). Pictures should be recognized as Figures. They should be placed in the text at the appropriate place (just after its reference). Never use or re-cite tables and figures of original authors without references to original authors/publishing house to include such tables and figures in your paper. All pictures have to be taken during the project's service implementation. Data source should be specified under all Tables and Figures.

Upon the completion of all Services under the Agreement, SP is obliged to provide financial report (as indicated in paragraph 7a) and a narrative report.

Final report should include the following mandatory parts:

- All authors full name and affiliation(including: name of organisation, address and email adress; if necessary point out the correspondent author)
- Title of the report(Times New Roman 20, Caps Letter)
- Introduction is a mandatory part of the report, where the author(s) indicates the importance of the topic and its urgent solution. The goal of the work should be clearly stated alongside with the project tasks, methodology, restrictions of the implementation and major sources of references. Indicate the logic of presenting your material, e.g. define which section contains what information;
- The body of the text should be broken into meaningful sections(pointed in paragraph 2.2 of the Annex 1)with individual headings to disclose the essence of this section. Do not make the headings too long- a preferable heading should contain 1-7 words;
- Final Report should contain Conclusions and Recommendations part.

The Service Provider will submit to the Responsible Officer the following reports:

#	Reporting	Tentative
1	First Progress Report with the methodology and tools for the implementation of the shelterbelt's assessment;	<i>Within 1 month after LoA signature</i>
2	Second Progress Report, including (32) digital cadastral maps evaluated with the field situation, assisted by Technology Maps (TM) elaborated for each locality with the prioritization of possible intervention measures - rehabilitation of shelterbelts and Report - practical recommendation with ten (10) schemes and cost-benefit analysis of the placement of seedlings in different categories of shelterbelts;	<i>Within 7 months after LoA signature</i>
3	Final Report including the implementation of two (2) training programs to increase the capacity building in the fields of the shelterbelt's management for LPA (64 trainings) and financial report. All Progress Report mentioned under the Agreement should be provided both in English and Romanian languages.	<i>Closing/Last month of LoA</i>

3. Inputs to be provided free of charge by Service Provider

1.1. List of Inputs

The Service Provider will provide the following:

- a) Provide expertise and support personnel hired under this Agreement an the project team to deliver the outputs and ensure timely implementation;

- b) Provide office and workspace for the Project team (National and International Consultants)
- c) Provide support equipment and provision of materials/supplies as required;
- d) Prepare the technical information and extension materials for presentations and training materials.

1.2. Timing of Inputs

The above mentioned inputs will be provided all along the duration of the Agreement. In case the Service Provider does not comply with the above inputs or any other obligations of the present Agreement, FAO reserves the right to suspend the payments.

2. Inputs to be provided in kind by FAO

FAO will provide technical assistance in the preparation and coordination of the activities upon request. Further, FAO will collaborate with SP on every stage of LoA implementation to ensure the high quality of the delivered services.

3. Detailed budget

The budget breakdown by inputs/resources is provided in the table below.

RESOURCES-BASED LOA BUDGET					
MDL – Moldovan Lei					
Cat. No.	Items Description	Unit of measurement	Qty (no. of units)	Unit Cost	Total Cost
1	HUMAN RESOURCE INPUTS (Staff time)				
1.1	Senior Technical Expert (STE in Agroforestry and economics, Project Coordinator, Activity 1.1 - 4.2) (SP Staff)	Person-days	80	2 180,00	174 400,00
1.2	Junior Technical Expert (JTE in Agroforestry, Project Assistant, Activity 1.1 - 4.2) (SP Staff)	Person-days	52	1 308,00	68 016,00
1.3	Senior Technical Expert (STE in field of Digitalization, Activity 1.1 - 1.2) (SP Staff)	Person-days	32	1 744,00	55 808,00
1.4	Senior Technical Experts (STEs in field of Topography and cartography, Activity 1.1 - 1.2) (SP Staff)	Person-days	32	1 744,00	55 808,00
1.5	Junior Experts (JTE in Agroforestry, Activity 1.3 - 1.4) (SP Staff)	Person-days	64	872,00	55 808,00
1.6	Senior Technical Experts (STEs, Agroforestry Economist, Activity 3.1 - 3.2) (SP Staff)	Person-days	32	1 744,00	55 808,00
1.7	Senior Technical Expert (STE in Agroforestry, Activity 2.1) (SP Staff)	Person-days	8	1 744,00	13 952,00
1.8	Senior Technical Experts (STEs, Agroforestry Economist, Activity 2.1) (SP Staff)	Person-days	7	1 744,00	12 208,00
1.9	Senior Technical Experts (STEs for elaborating training materials for Capacity building of LPA, Activity 4.2) (SP Staff)	Person-days	32	1 744,00	55 808,00
1.10	Senior Technical Expert (Trainer in field of Cartography, Activity 4.1) (SP Staff)	Person-half-days	32	872,00	27 904,00
1.11	Senior Technical Expert (Trainer in field of Agroforestry Engineer, Activity 4.1) (SP Staff)	Person-half-days	32	872,00	27 904,00
1.12	Accountant (SP Staff)	Person-days	32	1 744,00	55 808,00
	Sub-total HUMAN RESOURCES Costs				659 232,00

3	TRAVEL (local travel)				
3,1	Transportation costs and allowances (related to Activity 3.2 – 3.3)	Lumpsum	32	1 046,40	33 484,80
3,2	Travel Allowances (related to Activity 3)	Days	64	122,08	7 813,12
3,3	Transportation costs (related to Activity 4.1)	Routes	32	1 046,40	33 484,80
	Sub-total TRAVEL Costs				74 782,72
4	TRAINING FACILITIES				
4,1	Training's cost (including coffee breaks, printout and stationeries, protection consumables)	Trainings	64	58,00	64 737,28
	Sub-total TRAINING FACILITIES Costs				64 737,28
5	GENERAL OPERATING AND MAINTENANCE EXPENSES				
5,1	Consumables (notebooks, pens, printing, etc.)	lumpsum	1	6 976,0000	6 976,00
5,2	Communication (Internet and mobile phone rechargeable cards)	lumpsum	1	13 952,00	13 952,00
5,3	Translation (written)	pages	100	174,40	17 440,00
	Sub-total GENERAL OPERATING AND MAINTENANCE EXPENSES				38 368,00
TOTAL COSTS					837 120,00
INDIRECT COSTS (IF APPLICABLE)		% Overhead rate>>			0
FAO'S MAXIMUM FINANCIAL LIABILITY		GRAND TOTAL			837 120,00

4. Responsible Officer

The Responsible Officer named in the Agreement- Ms. Tania Santivanez, Agricultural Officer, REU, Kálmán Imre utca 20. Budapest 1054 , tania.sativanez@fao.org.) has been designated by the Budget Holder responsibility to manage and monitor the proper implementation of the Agreement on behalf of FAO and to certify to the Budget Holder that the terms of the Agreement have been satisfactorily met and that appropriate payments can be made.

5. Reimbursements

Any overpayments that may have affected or excess of funds which may remain after the completion of the services must be reimbursed to FAO within 30 days of submission of the final financial report.

6. Any other relevant Information

No other information foreseen at this present time.