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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 I*.

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/codedecondutethique/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 1
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:

Indicators	Means of verification
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;

<p>Number of information packages elaborated (maps and accompanying quantitative and narratives) to capture the specifics of existing shelterbelts</p>	<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>
<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>	<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.
<p>Number of seedling placement schemes elaborated with cost-benefit analysis of different categories of the shelterbelts</p>	<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.
<p>Number of training programs implemented to increase the</p>	<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 cotain 1-7 words;
- Final Report should contain Conclusions and Recommandations 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 rprovide 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.



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 الأمم المتحدة للزراعة	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-Razes, 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.



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

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 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-484608-81122].

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, 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 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. Robu

Date: 28/12/2022

Raimund Jehle, FAO Representative in the Republic of Moldova

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

Signature: D. Galupa

Date: 28.12.2022

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 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	20 January 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 of 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			15 February 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