

LoA Part I - Main Agreement

FOOD AND AGRICULTURE ORGANIZATION OF THE UNITED NATIONS

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Other Reference:

LETTER OF AGREEMENT

between

the Food and Agriculture Organization of the United Nations

and

the National Centre for the Environmental Protection Actions (NC IEPA)

[Address: 47, Shevchenko street, 734025 Dushanbe

Email: neap.j@gmail.com

Tel: (+992) 48 7022546]

For provision of

“Technical service to enable environment supports the conservation of globally important agrobiodiversity (ABD), to increase climate resilience and sustainable use of target landraces and CWR through targeted participatory plant breeding and capacity building to promote crop improvement and to improve knowledge, financing and awareness promotes conservation and sustainable use of agrobiodiversity under “Facilitating agrobiodiversity (ABD) conservation and sustainable use to promote food and nutritional resilience in Tajikistan GCP /TAJ/021/GFF project”

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This Letter of Agreement (hereinafter the “LoA” or the “Agreement”) is made between the Food and Agriculture Organization of the United Nations (hereinafter referred to as “FAO”) and the **National Centre for the Environmental Protection Actions (NCEPA)**, hereinafter referred to as the Service Provider”).

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

1. Scope of Services

The Service Provider will provide certain services (the “Services”) described in detail in Annex B in support of the *conservation of globally important agrobiodiversity (ABD), to increase climate resilience and sustainable use of target landraces and CWR through identification and establishment of active on-farm demonstration plots targeted on participatory plant breeding and capacity building to promote agriculture food crop (LR and CWR) improvement and to improve knowledge, access to financing and awareness raising to promote conservation and sustainable use of agrobiodiversity under “Facilitating agrobiodiversity (ABD) conservation and sustainable use to promote food and nutritional resilience in Tajikistan GCP/TAJ/021/GFF project”.*

2. Definitions

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

3. Compensation

To enable the Service Provider to provide the Services, FAO will pay the Service Provider a total amount not exceeding **TJS 8,337,894** (*eight millions three hundred thirty seven thousand and eight hundred ninety four Tajik Somoni*), which represents FAO’s maximum financial liability under this Agreement (“Maximum Financial Liability”). Payments shall be made in accordance with the payment provisions set forth in Annex B.

4. Designation of the FAO LoA Manager

Ms. **Carolina Rizzi Starr, Agricultural Officer, Lead Technical Officer (LTO)**, Carolina.starr@fao.org is designated the officer responsible for the management of this Agreement (“LoA Manager”) on behalf of FAO.

5. Entry into Force and Term

The Agreement will enter into force upon the later of **March, 2024** and the date both Parties have signed the agreement (the “Effective Date”). Services shall be provided until **30th September 2025** (the “Services End Date”), unless terminated earlier in accordance with the provisions below, or extended by mutual, written agreement (the period between the Effective Date and the Services End Date, is hereinafter referred to as the “Operational Period”). Following the Operational Period there will be an additional period of 30 calendar days during which the Service Provider shall complete and submit to FAO the Final Report (the “Closure Period”). The Agreement shall terminate at the end of the Closure Period.

6. Purpose of the LoA

- a. The purpose for which the funds provided by FAO under this Agreement shall be used is the following: *involve the NCEPA to implement conservation, sustainable use and securing of the national and globally significant agrobiodiversity and the associated knowledge and cultural aspects of traditional agro-ecosystems of Tajikistan.*

b. The Service Provider will produce, achieve or deliver the following outputs:

Output 1: Implementation of evidence-based conservation measures revealed in NSAP-CU A through capacity building on-farm crop maintenance and strengthening of the national gene-bank data management.

Output 2: Promote crop improvement, cultivation and management practices to ensure the long-term survival of indigenous crop landraces through PPB to improve the climate change resilience and adaptation of local landraces and CWR

Output 3: Implementation of knowledge building and public advocacy campaigns on agrobiodiversity economic value, marketing practices and financing

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

7. Notices and Communications

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

if to FAO: Mr. Oleg Guchgeldiyev, FAO Representative in Tajikistan

27, Rudaki Avenue, Dushanbe

Email: Oleg.Guchgeldiyev@fao.org

Phone: +992 446019060 (61)

if to the Service Provider: Mr Khisravshoh Shermatov

Head of the National Centre for Environmental Protection Actions,
of the Committee of Environmental Protection under the Government of the Republic of Tajikistan
47, Shevchenko street, 734025 Dushanbe

Email: neap.j@gmail.com

Tel: (+992) 48 7022546

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

8. Terms and Conditions; Interpretation of the Contract

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

9. Annexes, Appendices, Schedules; Integration

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

10. Entire Agreement; No Prior Agreement

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

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

Name and title of FAO Officer:

Mr. Oleg Gucheldiyev, FAO Representative in Tajikistan

Signature: _____

Date: _____

02.04/2024



Signed on behalf of **National Centre for the Environmental Protection Actions of the Committee of Environmental Protection under the Government of the Republic of Tajikistan:**

Name and title of the authorized signatory for Service Provider: _____

Mr Khisravshoh Shermatov, Head of the National Centre for Environmental Protection Actions of the Committee of Environmental Protection under the Government of the Republic of Tajikistan

Signature: _____

Date: _____

02.04.2024



The Parties agree that electronic signature of the agreement using the Adobe-Acrobat tool shall be treated as valid and legally binding. The Parties further agree that the agreement may be concluded electronically via email exchange of such electronically signed copies or scanned versions of the agreement signed in hard copy and that the signed copies exchanged in this manner shall be treated as originals.

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

Article I. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 1.25 VAT: Value Added Tax.

Article II. LEGAL STATUS OF THE PARTIES

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

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

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

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

Article III. RESPONSIBILITY FOR EMPLOYEES; KEY PERSONNEL

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

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

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

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

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

Article IV. INSURANCE

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

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

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

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

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

Article V. FAO RIGHTS OF ACCESS

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

Article VI. SUBCONTRACTING; ASSIGNMENT

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

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

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

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

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

Article VII. REIMBURSEABLE AMOUNTS: PERMITTED AND INELIGIBLE EXPENDITURES

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

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

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

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

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

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

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

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

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

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

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

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

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

Article IX. REPORTING AND RECORD MAINTENANCE REQUIREMENTS

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

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

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

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

Article X. MAXIMUM FINANCIAL LIABILITY

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

Article XI. USE OF NAME, EMBLEM OR OFFICIAL SEAL

Section 11.01 FAO does not, through this Agreement, endorse or recommend any commercial products, processes or services. The Service Provider may, in any information disseminated to the press, internal

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

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

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

Article XII. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS

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

Article XIII. CONFIDENTIALITY

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

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

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

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

Article XIV. REQUIRED DISCLOSURE

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

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

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

Article XV. TAX EXEMPTION

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

Article XVI. ESSENTIAL TERMS

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

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

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

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

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

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

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

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

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

Section 16.04 LABOR. The Service Provider shall:

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

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

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

Section 16.06 SEXUAL EXPLOITATION. The Service Provider shall take all appropriate measures to prevent sexual exploitation or abuse of any beneficiary of the Services provided under this Agreement, or to any persons related to such beneficiaries, by its employees or any other persons engaged and controlled by the Service Provider to perform any Services under this Agreement. For these purposes, sexual activity with any person less than eighteen years of age shall constitute the sexual exploitation and abuse of such person. In addition, the Service Provider shall refrain from, and shall take all reasonable and appropriate measures to prohibit its employees or other persons engaged and controlled by it from exchanging any money, goods, services, or other things of value, for sexual favours or activities, or from engaging in any sexual activities that are exploitive or degrading to any direct beneficiary of the Services provided under this Agreement or to any persons related to such beneficiaries.

Article XVII. FORCE MAJEURE

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

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

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

Article XVIII. SUSPENSION; TERMINATION; REMEDIES

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

- a) transfer by the Service Provider to third parties, either directly or indirectly through an intermediary, of all or part of the rights and obligations pertaining to the Services under this Agreement, except for subcontracts duly authorized by FAO;
- b) changes in the Service Provider's name, legal status or control, except those which, following prior disclosure to FAO under Article XIV, have been expressly permitted in writing;
- c) the Service Provider's bankruptcy, insolvency, receivership or winding up;
- d) willful misconduct by the Service Provider;

- e) unjustified delay in the execution of the Services, so as to substantially prejudice the achievement of FAO's objectives under this Agreement;
- f) serious contractual breaches by the Service Provider that have not been remedied notwithstanding notice by FAO and an opportunity to cure;
- g) breach by the Service Provider of any of the Essential Terms; and
- h) non-compliance with the disclosure requirements of Article XIV.

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

Section 18.03 Following suspension of the Agreement, FAO may:

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

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

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

Section 18.06 In the event of termination of this Agreement:

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

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

Article XIX. AMENDMENTS

Section 19.01 No amendment shall be permitted:

- a) which would have the effect of significantly altering the scope and/or purpose of this Agreement; or

- b) which increases the Maximum Financial Liability by more than one hundred percent of the original Maximum Financial Liability, except in such cases where a provision has explicitly been made that the Agreement is subject to officially agreed periodic revisions of the work plan and budget.

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

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

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

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

Article XX. NON-WAIVER OF PRIVILEGES AND IMMUNITIES

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

Article XXI. NON-WAIVER OF RIGHTS

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

Article XXII. LANGUAGE OF THE AGREEMENT

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

Article XXIII. APPLICABLE LAW

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

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

Article XXIV. INTERPRETATION OF THE AGREEMENT

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

Article XXV. COMPUTATION OF DEADLINES

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

Article XXVI. SETTLEMENT OF DISPUTES

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

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

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

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

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

1. Context

Tajikistan with its complex topography and various associated micro-climates is a key component of one of the eight global centers of origin and diversity for many crop species identified by Vavilov in 1926, as well as being an important secondary center of diversity for introduced crops. As such, it is home to significant ABD of national, regional and global importance. Many fruit trees and CWR are included in the Red Data Book of the Republic of Tajikistan.

FAO is implementing a Global Environmental Facility project, namely “Facilitating agrobiodiversity (ABD) conservation and sustainable use to promote food and nutritional resilience in Tajikistan”. The project is aimed at Conservation, Sustainable Use and Securing of the national and globally significant agrobiodiversity and the associated knowledge and cultural aspects of traditional agro-ecosystems of Tajikistan. This encompasses the valuation and maintenance crop landraces, crop wild relatives and their associated knowledge and cultural methods within the traditional agro-ecosystems of Tajikistan.

The NC EPA has the overall executing and technical responsibility for the project, with FAO providing oversight as GEF Agency. The NC EPA is responsible and accountable to FAO for the timely implementation of the agreed project results, operational oversight of implementation activities, prompt reporting, and for effective use of GEF resources for the intended purposes and in line with FAO and GEF policy requirements.

As requested by Tajikistan’s GEF Operational Focal Point (OFP), FAO will play a minor role as one of the executing agencies, together with the NC EPA, as well as the implementing agency for this project. As the GEF implementing agency, FAO will act as a trustee of GEF resources, applying a fiduciary standard to ensure efficient delivery of global environmental benefits. FAO will disburse funds as approved and requested by the PSC and the PMU, and provide technical, operational, and financial oversight throughout the project cycle, and will fulfil annual reporting obligations to GEF Secretariat on the project’s status.

These implementation arrangements have been established to strengthen government capacity to gain operational experience (international procurement) for the future as well as to ensure smooth and efficient delivery of the project with required technical assistance. FAO will ensure that the NC EPA will be involved in the international procurement processes with an aim of independent government implementation and coordination of these actions in the future.

The government has designated a National Project Director (NPD), i.e. Mr. Khisravshokh Shermatov, Director of National Centre for Environmental Protection Actions (hereinafter NCEPA) of the Committee of Environmental Protection under the Government of the Republic of Tajikistan. The NC EPA is responsible for coordinating the activities with all the national bodies related to the different project components, as well as with the project partners. He will also be responsible for supervising and guiding the Project Coordinator on the government policies and priorities.

The NPD (or designated person from lead national institution) is chair the Project Steering Committee which is the main governing body of the project. The PSC will approve Annual Work Plans and Budgets on a yearly basis and will provide strategic guidance to the Project Management Team and to all executing partners.

2. Scope

a. Purpose:

The main goal of this Letter of Agreement (LOA) is to support the conservation of genetic resources and to sustainable use and securing of the national and globally significant agrobiodiversity and the associated knowledge and cultural aspects of traditional agro-ecosystems of Tajikistan.

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

b. Outputs:

Output 1: Implementation of evidence-based conservation measures revealed in NSAP-CUA through capacity building on-farm crop maintenance and strengthening of the national gene-bank data management.

Relevant to: Outcome 1.1 Enabling environment supports the conservation of globally important agrobiodiversity (ABD)

Output 2: Promote crop improvement, cultivation and management practices to ensure the long-term survival of indigenous crop landraces through PPB to improve the climate change resilience and adaptation of local landraces and CWR

Relevant to: Outcome 2.1: Increased climate resilience and sustainable use of target landraces and CWR through targeted participatory plant breeding and capacity building to promote crop improvement.

Output 3: Implementation of knowledge building and public advocacy campaigns on agrobiodiversity economic value, marketing practices and financing

Relevant to: Outcome 3.1: Improved knowledge, financing and awareness promotes conservation and sustainable use of agrobiodiversity

c. Activities:

Output 1: Implementation of evidence-based conservation measures revealed in NSAP-CUA through capacity building on-farm crop maintenance and strengthening of the national gene-bank data management.

1. Support maintenance of crop landraces on 30 farm locations in 4 pilot districts, through participatory interaction with local community on practical application of contemporary conservation techniques and best practices;
2. Continue capacity building program for 1,000 farmers (50% women) and local communities to support on-farm maintenance of traditional crop landraces and CWR, with special attention to women groups;
3. Continue capacity building plan for 30 Tajik conservation professionals (i.e. central and field government staff), and for 30 field staff in field surveys and monitoring, including a special section on advanced ABD conservation techniques and best-practices;
4. Adapt plans for 10 genetic reserves (covering 600ha) in 4 pilot districts to actively promote conservation of CWR populations, mainly through:
 - a. Planning and establishment of CWR genetic reserves;
 - b. Involvement of protected areas (reserve and national park) and local community in CWR conservation and scale-up;

5. Collect, store and maintain 600 seed accessions representing 40 crops and 300 CWR in the national Gene Bank and district community seeds banks in Shahrison, Baljuvon and Rasht districts and to be made available to local and remote users:
 - a. *Ensure duplication of seed accessions in ex-situ and community seed banks;*
 - b. *Ensure 10 CWR incorporated in breeding programme;*
6. Produce and distribute gender-responsive materials for disseminating knowledge and appreciation of agrobiodiversity (brochures, books, posters, murals, radio programmes and so on);
7. Organize and conduct district and inter-district events for information exchange and participatory research and other methods, such as exhibitions/fairs, exposure visits, women forum, radio programmes contributing to strengthen agrobiodiversity conservation and community seed banks;
8. Provide technical support to National gene bank to upgrade the GRIN-Global gene bank documentation system and transfer of conserved seed accessions data from the existing outdated documentation system to online database;

Output 2: Promote crop improvement, cultivation and management practices to ensure the long-term survival of indigenous crop landraces through PPB to improve the climate change resilience and adaptation of local landraces and CWR

1. Capacity building of 80 landrace maintainers and involve in PPB activities in 4 pilot districts to increase climate change resilience and to improve their landraces;
 - a. *renew access of LR maintainers to 'climate smart landraces';*
 - b. *facilitate crossing between local indigenous landrace and exogenous germplasm known to have climate change resilience traits (Institute of Botanic, Plant Physiology and Genetic);*
2. Capacity building and provision of training courses to Tajik breeders in pre-breeding techniques. 10 breeders (6 x state and 4 x commercial) given pre-breeding trainings;
3. Capacity building of 80 landrace maintainers and breeders in using conserved CWR material (CWR fruit and berry diversity and food herbs) in crop pre-breeding to produce pre-bred lines containing the CWR derived adaptive traits;
4. Create better economic opportunity and capacity building for landrace maintainers (80 farmers), particularly women, to generate additional income by enhancing knowledge and capacity on adding value higher net worth traditional landrace products and CWR, thereby developing agribusiness;
5. Identify and building capacity of nationally recognized institution to upgrade and maintain information online database platform and ensure landraces maintainers have access to database (phone application, play-market) for learning techniques and best practices of other maintainers on crop cultivating, crop improving and expanding markets;
6. Develop practical guidance and crop-calendar to provide landrace maintainers with descriptive information on how their landraces are cultivated and managed/maintained;
7. Develop and spread information on LR added-value evidence-base web- enabled including at least 25 case studies of added value best practice and at least 10 cases studies that target women;

8. Appearance of local agrobiodiversity technicians and project scientific staff on radio and televisions programme explaining the value and knowledge concerning agrobiodiversity;
9. Local agrobiodiversity technicians and project scientific staff giving classes in district schools or community centers explaining the value and knowledge concerning agrobiodiversity; creating agrobiodiversity corners/ rooms in 4 schools of pilot districts;

Output 3: Implementation of knowledge building and public advocacy campaigns on agrobiodiversity economic value, marketing practices and financing

1. Implement mapping of potential channel markets for ABD products, including conduct 8 market studies and develop 1 marketing campaign plan;
2. Capacity building of landraces maintainers to access alternative markets (*online crop pricelist¹, healthy food market, trade-off*) and promote the landrace products, especially cash-crops (6 varieties), to generate additional income for the maintainers through establishment of small processing workshop, fruit dryers and storage enterprise;
3. Promote development and signing of memorandum of cooperation (MOU) between 3 community seed banks and district markets (*i.e. Trader Union "Tojikmatlubot" <https://tojikmatlubot.tj/>*) for promoting and marketing of landraces and CWR (*Dekhkan farmers' corners exist in each district market with free access to all farmers/ maintainers*);
4. Selection of the 6 value chains to be supported based on the social life cycle assessments (SLCAs) and life cycle sustainability assessments (LCSAs) results and assuring that at least two of them is focused on women, only;
5. Development of business plans for the selected value chain, including engagement of financial institutes.
6. Carry out analysis of existing micro-crediting policy and products, define the criteria for the credit lines, to assure women can access, and discuss with the microfinancing institution on the modality and possibility of the credit lines:
 - a. 100 farmers/community-based incentive applied for ABD conservation (at least 50% targeting women)
 - b. 100 farmers/community-based incentive applied to LR derived commodity enhancement (at least 50% targeting women)
7. Systematize and disseminate lessons learned from capacity-building programmes for the conservation and sustainable use of agrobiodiversity
8. Proactive dissemination of results through Project Steering Committee, different stakeholders and channels (CoEP, national press offices, etc.);
9. Prepare a communication and outreach plan;
10. Evaluation of progress in monthly meetings of the project team;
11. Six-monthly meetings of the executive committee (PSC meeting);
12. Support and participate in mid-term evaluation, including organization of field visits to selected sites and consultation with local stakeholders and national project partners;

¹ <https://prices.agroinform.asia/en>

13. Participate in a final evaluation and provide access to all project reports, web-based information, gender equality attainment/implications of project implementation in piloting sites, and organize field visits to selected project sites.

d. Key Performance Indicators and Means of Verification:

Output 1: Implementation of evidence-based conservation measures revealed in NSAP-CUA through capacity building on-farm crop maintenance and strengthening of the national gene bank data management.

- ✓ Maintenance of crop landraces supported on 30 farm locations in 4 pilot districts, through participatory interaction with local community on practical application of contemporary conservation techniques and best practices;
- ✓ Capacity building program completed for 1,000 farmers (50% women) and local communities to support on-farm maintenance of traditional crop landraces and CWR, with special attention to women groups;
- ✓ Capacity building plan completed for 30 Tajik conservation professionals (i.e. central and field government staff), and for 30 field staff in field surveys and monitoring, including a special section on advanced ABD conservation techniques and best-practices;
- ✓ Plans for 10 genetic reserves (covering 600ha) in 4 pilot districts adapted to actively promote conservation of CWR populations;
- ✓ 600 seed accessions representing 40 crops and 300 CWR collected, stored and maintained in the national Gene Bank and district community seeds banks in Shahrison, Baljuvon and Rasht districts and to be made available to local and remote users;
- ✓ Gender-responsive materials produced and distributed for disseminating knowledge and appreciation of agrobiodiversity (brochures, books, posters, murals, radio programmes and so on);
- ✓ District and inter-district events organized and conducted for information exchange and participatory research and other methods, such as exhibitions/fairs, exposure visits, women forum, radio programmes contributing to strengthen agrobiodiversity conservation and community seed banks;
- ✓ Technical support provided to National gene bank to upgrade the GRIN-Global gene bank documentation system and transfer of conserved seed accessions data from the existing outdated documentation system to online database;

Output 2: Promote crop improvement, cultivation and management practices to ensure the long-term survival of indigenous crop landraces through PPB to improve the climate change resilience and adaptation of local landraces and CWR

- ✓ Capacity of 80 landrace maintainers and breeders built and involved in PPB activities in 4 pilot districts to increase climate change resilience and to improve their landraces;

- ✓ Capacity of 80 landrace maintainers and breeders built in using conserved CWR material (CWR fruit and berry diversity and food herbs) in crop pre-breeding to produce pre-bred lines containing the CWR derived adaptive traits;
- ✓ Capacity built and training courses provided to Tajik breeders in pre-breeding techniques. 10 breeders (6 x state and 4 x commercial) given pre-breeding trainings;
- ✓ Greater economic opportunity created and capacity for landrace maintainers built (80 farmers), particularly women, to generate additional income by enhancing knowledge and capacity on adding value higher net worth traditional landrace products and CWR, thereby developing agribusiness;
- ✓ National institution identified and capacity built to upgrade and to maintain information online database platform and landraces maintainers accessed database (phone application, play-market) for learning techniques and best practices of other maintainers on crop cultivating, crop improving and expanding markets;
- ✓ Practical guidance (1) and crop-calendar (1) developed/ published to provide landrace maintainers with descriptive information on how their landraces are cultivated and managed/maintained;
- ✓ Information developed on LR added-value evidence-base web- enabled including at least 25 case studies of added value best practice and at least 10 cases studies that target women;
- ✓ Local agrobiodiversity technicians and project scientific staff invited/ attended radio and televisions programme explaining the value and knowledge concerning agrobiodiversity;
- ✓ Local agrobiodiversity technicians and project scientific staff given classes in district schools or community centers explaining the value and knowledge concerning agrobiodiversity; creating agrobiodiversity corners/ rooms in 4 schools of pilot districts;

Output 3: Implementation of knowledge building and public advocacy campaigns on agrobiodiversity economic value, marketing practices and financing

- ✓ Mapping of potential channel markets for ABD products implemented, including 8 market studies conducted and 1 marketing campaign plan developed;
- ✓ Capacity of landraces maintainers built to access alternative markets (*online crop pricelist², healthy food market, trade-off*) and the landrace products, especially cash-crops (6 varieties) promoted, to generate additional income for the maintainers through establishment of small processing workshop, fruit dryers and storage enterprise;
- ✓ Memorandum of cooperation (MOU) developed and signed between 3 community seed banks and 4 district markets (*i.e. Trader Union "Tojikmatlubot" <https://tojikmatlubot.tj/>*) for promoting and marketing of landraces and CWR (*Dekhkan farmers' corners exist in each district market with free access to all farmers/ maintainers*);
- ✓ 6 value chains selected and supported based on the social life cycle assessments (SLCAs) and life cycle sustainability assessments (LCSAs) results and assuring that at least two of them is focused on women, only;
- ✓ Business plans for the selected value chain developed with engagement of financial institutes;

² <https://prices.agroinform.asia/en>

- ✓ Analysis of existing micro-crediting institutions, profile and products conducted, the criteria for the credit lines defined, women access assured, and the modality and possibility of the credit lines discussed with the microfinancing institution;
- ✓ Lessons learned from capacity-building programmes for the conservation and sustainable use of agrobiodiversity generated and disseminated;
- ✓ Ensured proactive dissemination of results through Project Steering Committee, different stakeholders and channels (CoEP, national press offices, etc.);
- ✓ Communication and outreach plan developed;
- ✓ PSC meeting held twice a year, included strategic overview, presentation of results and annual work-plan and budget approval;
- ✓ Mid-term project evaluation conducted and successfully completed. Report produced;
- ✓ Terminal project evaluation conducted and successfully completed. Final Report produced.

e. Workplan/Calendar of Activities:

Output	Main Activities	Y-2 / 2024				Y 3/ 2025		
		Q1	Q2	Q3	Q4	Q1	Q2	Q3
Output 1: Implementation of evidence-based conservation measures revealed in NSAP-CUA through capacity building on-farm crop maintenance and strengthening of the national gene-bank data management.	1. Support maintenance of crop landraces on 30 farm locations in 4 pilot districts, through participatory interaction with local community on practical application of contemporary conservation techniques and best practices;	x	x	x	x	x	x	
	2. Continue capacity building program for 1,000 farmers (50% women) and local communities to support on-farm maintenance of traditional crop landraces and CWR, with special attention to women groups;	x	x	x	x	x	x	
	3. Continue capacity building plan for 30 Tajik conservation professionals (i.e. central and field government staff), and for 30 field staff in field surveys and monitoring, including a special section on advanced ABD conservation techniques and best-practices;		x	x	x			
	4. Adapt plans for 10 genetic reserves (covering 600ha) in 4 pilot districts to		x	x	x	x	x	

Output	Main Activities	Y-2 / 2024				Y 3/ 2025		
		Q1	Q2	Q3	Q4	Q1	Q2	Q3
	actively promote conservation of CWR populations;							
	5. Collect, store and maintain 600 seed accessions representing 40 crops and 300 CWR in the national Gene Bank and district community seeds banks in Shahrison, Baljuvon and Rasht districts and to be made available to local and remote users;			x	x	x		
	6. Produce and distribute gender-responsive materials for disseminating knowledge and appreciation of agrobiodiversity (brochures, books, posters, murals, radio programmes and so on);	x	x	x	x	x		
	7. Organize and conduct district and inter-district events for information exchange and participatory research and other methods, such as exhibitions/fairs, exposure visits, women forum, radio programmes contributing to strengthen agrobiodiversity conservation and community seed banks;	x	x		x	x	x	
	8. Provide technical support to National gene bank to upgrade the GRIN-Global gene bank documentation system and transfer of conserved seed accessions data from the existing outdated documentation system to online database;				x	x	x	
Output 2: Promote crop improvement, cultivation and management practices to ensure the long-term survival of indigenous crop landraces through PPB to improve the climate change resilience and adaptation of local landraces and CWR	1. Capacity building and involvement of 80 landrace maintainers and breeders in PPB activities in 4 pilot districts to increase climate change resilience and to improve their landraces,			x		x		
	2. Capacity building of 80 landrace maintainers and breeders in using conserved CWR material (CWR fruit and berry diversity and food herbs) in crop pre-breeding to produce pre-bred lines containing the CWR derived adaptive traits;		x	x	x	x		
	3. Capacity building and provision of training courses to Tajik breeders in pre-breeding techniques. 10 breeders (6 x		x	x		x	x	

Output	Main Activities	Y-2 / 2024				Y 3/ 2025		
		Q1	Q2	Q3	Q4	Q1	Q2	Q3
	state and 4 x commercial) given pre-breeding trainings;							
	4. Create better economic opportunity and capacity building for landrace maintainers (80 farmers), particularly women, to generate additional income by enhancing knowledge and capacity on adding value higher net worth traditional landrace products and CWR, thereby developing agribusiness;				X	X	X	
	5. Identify and building capacity of nationally recognized institution to upgrade and maintain information online database platform and ensure landraces maintainers have access to database (phone application, play-market) for learning techniques and best practices of other maintainers on crop cultivating, crop improving and expanding markets;				X	X	X	
	6. Develop practical guidance and crop-calendar to provide landrace maintainers with descriptive information on how their landraces are cultivated and managed/maintained;				X	X	X	
	7. Develop and spread information on LR added-value evidence-base web-enabled including at least 25 case studies of added value best practice and at least 10 cases studies that target women;				X	X	X	
	8. Appearance of local agrobiodiversity technicians and project scientific staff on radio and televisions programme explaining the value and knowledge concerning agrobiodiversity;				X	X	X	
	9. Local agrobiodiversity technicians and project scientific staff giving classes in district schools or community centers explaining the value and knowledge concerning agrobiodiversity; creating agrobiodiversity corners/ rooms in 4 schools of pilot districts;				X	X	X	
Output 3: Implementation of knowledge building and public advocacy campaigns on agrobiodiversity economic value, marketing practices and financing.	1. Implement mapping of potential channel markets for ABD products, including conduct 8 market studies and develop 1 marketing campaign plan;				X		X	X
	2. Capacity building of landraces maintainers to access alternative markets (<i>online crop pricelist³, healthy food market, trade-off</i>) and promote the				X		X	X

³ <https://prices.agroinform.asia/en>

Output	Main Activities	Y-2 / 2024				Y 3/ 2025		
		Q1	Q2	Q3	Q4	Q1	Q2	Q3
	landrace products, especially cash-crops (6 varieties), to generate additional income for the maintainers through establishment of small processing workshop, fruit dryers and storage enterprise;							
	3. Promote development and signing of memorandum of cooperation (MOU) between 3 community seed banks and district markets (i.e. <i>Trader Union "Tojikmatlubot"</i> https://tojikmatlubot.tj/) for promoting and marketing of landraces and CWR (<i>Dekhkan farmers' corners exist in each district market with free access to all farmers/ maintainers</i>);				x	x	x	x
	4. Selection of the 6 value chains to be supported based on the social life cycle assessments (SLCAs) and life cycle sustainability assessments (LCSAs) results and assuring that at least two of them is focused on women, only;				x	x	x	
	5. Development of business plans for the selected value chain, including engagement of financial institutes.				x	x	x	
	6. Carry out analysis of existing micro-crediting policy and products, define the criteria for the credit lines, to assure women can access, and discuss with the microfinancing institution on the modality and possibility of the credit lines				x	x	x	
	7. Systematize and disseminate lessons learned from capacity-building programmes for the conservation and sustainable use of agrobiodiversity					x	x	
	8. Proactive dissemination of results through Project Steering Committee, different stakeholders and channels (CoEP, national press offices, etc.);	x	x		x		x	
	9. Prepare a communication and outreach plan;	x	x					
	10. Evaluation of progress in monthly meetings of the project team;	x	x	x	x	x	x	
	11. Six-monthly meetings of the executive committee (PSC meeting);	x	x		x			
	12. Support and participate in mid-term evaluation, including organization of field visits to selected sites and consultation with local stakeholders and national project partners;				x			

Output	Main Activities	Y-2 / 2024				Y 3/ 2025		
		Q1	Q2	Q3	Q4	Q1	Q2	Q3
	13. Participate in a final evaluation and provide access to all project reports, web-based information, gender equality attainment/implications of project implementation in piloting sites, and organize field visits to selected project sites.						x	x

3. Reports that Must be Submitted to FAO

In order to release the second (2nd) payment, the SP will need to deliver all the activities planned under the:

Period	Activity	Milestone
Q1-Q2 of Year 1	Act 1,2,3,4,5 & 7 of Output 1; Act 1&3 of Output 2; Act 8,9, 10 &11 of Output 3;	Q1 –until end of Apr 2024; Q2- before end of <u>July, 2024</u>

To release the third (3rd) payment all the activities planned under the:

Period	Activity	Milestone
Q3 - Q4 of Year 1	Act 1 to8 of Output 1; Act 2, 4, 5, 6, 7, 8, 9 of Output 2; Act 1 to 6, 8, 10, 11, 12 of Output 3;	Q3 – until end of Oct 2024; Q4 - before the end of <u>Jan, 2025</u>

To release the fourth (4th) payment all the activities planned under the:

Period	Activity	Milestone
Q1-Q2 of Year 2	Act 1,2,4, 5, 6,7,8 of Output 1; Act 1 to 6 of Output 2; Act 1 to 4 of Output 3;	Q1 - until end of <u>Apr, 2025</u> Q2 – until end of <u>Jul 2025</u>

To release the FINAL payment all the activities planned under the:

Period	Activity	Milestone
Q3-Q4 of Year 2	Act 7 to 9 of Output 2; Act 5 to 13 of Output 3;	until the end of <u>Sep, 2025</u>

The SP will submit a Final Narrative and Financial Reports in line with Article LX of the General Terms and Conditions of the LOA outlined in Annex A on the completion of the activities implemented for reporting period until the end of October, 2025.

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

4. Detailed Budget

Cost Categories	Unit	No. of units	Unit cost, TJS	Total cost, TJS
National Consultants				
Monitoring expert (staff)	months	19	8,220	156,180
Finance assistant (staff)	months	19	9,590	182,210
Administrative assistant (staff)	months	19	5,480	104,120
1 Field coordinator Rasht-Tajikabad	months	59	10,275	606,225
2 Field coordinators – Baljuvon				
3 Field coordinators - Shahrison				
Assistant 1 Field coordinators- Gender focal points - Rasht-Tajikabad (NC)	months	59	4,795	282,905
Assistant 2 Field coordinators- Gender focal points – Baljuvon				
Assistant 3 Field coordinators- Gender focal points – Shahrison				
NC on agrobiodiversity	months	19	8,220	156,180
NC on policy	months	19	8,220	156,180
NC on gender	months	19	8,220	156,180
NC on agrobiodiversity conservation communication	months	19	8,220	156,180
NC on CWR conservation	months	19	8,220	156,180
NC on on-farm conservation	months	19	8,220	156,180
NC on PPB and resilience	months	19	8,220	156,180
NC on sustainable value chain and ecosystem services	months	19	8,220	156,180
NC Procurement expert	months	19	8,220	156,180
NC Blogger	days	120	373	44,760
NC – IT Expert/ web-designer	days	260	373	96,980
NC Journalist	days	120	373	44,760
NC GIS Cartographer	months	6	8,220	49,320
NC Micro-financing	months	7	8,220	57,540
Professional tutors (bees, nursery, forest, PPB)	days	150	373	55,950
Expert on KM products writing and edition	months	6	8,220	49,320
Sub-total National Consultants:				3,135,890
Contracts				
Contract to produce and distribute materials for disseminating knowledge and appreciation of agrobiodiversity (brochures, books, posters, murals, radio programmes and so on): e.g., Gender mainstreaming in ABD conservation; ABD - food security;	unit	1	100,000	100,000
Contract to systematize and disseminate lessons learned from capacity-building programmes: success stories, best practices;	unit	1	100,000	100,000
Contract on the use of conserved CWR material in crop pre-breeding to produce pre-bred lines and to pre-bred lines to produce crop cultivars and to produce at least 10 crop cultivars with CWR traits	unit	1	260,000	260,000

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<i>Contract to develop a communication and awareness-building strategy including at least 6 social communication and promotional material on the values of agrobiodiversity aimed at consumers; and Develop and implement evidence-based value-added information system, including at least 25 case studies to facilitate market viability of traditional crop varieties in Tajikistan;</i>	event	1	130,000	130,000
<i>Contract to install the GRIN-Global gene bank documentation system and transfer of conserved seed accessions data from the existing outdated documentation system (turn-key software system)</i>	set	1	260,000	260,000
<i>Contract independent State Audit and spot-checks & risk mitigation activities</i>	unit	1	140,000	140,000
<i>Translation and interpretation service</i>	days	100	1,096	109,600
Sub-total Contracts:				1,099,600
Travel				
<i>International travel: COP on agrobiodiversity (Dubai, Nairobi, Canada)</i>	trip	3	50,200	150,600
<i>National travel: in-country, in-district, 4 districts</i>	trip	40	17,250	690,000
Sub-total Travel:				840,600
Training/Workshop				
<i>2 days Training on conservation and sustainable management of agrobiodiversity at jamaat/ community levels. 1,000 farmers (50% women). (materials, food, travel, stationary, venue rent)</i>	training	3	160,000	480,000
<i>2 days Training provided to 30 field staff and management of community seed banks (data-base, storage, multiplication) (materials, food, travel, stationary, venue rent)</i>	training	3	120,000	360,000
<i>2 days Training provided to 30 professional staff techniques district level (in-situ, ex-situ ABD conservation, ABD strategy, gender) (food, travel, stationary, venue rent, tools, handouts)</i>	training	3	25,000	75,000
<i>2 days Practical Training for 80 farmers-gardeners on methods of tree cutting, grafting, biological pest control (women groups) (materials, food, travel, stationary, venue rent, tools, handouts)</i>	training	3	150,000	450,000
<i>2 days Training for breeders on pre-breeding to use CWR and Landrace (6 state and 4 commercial) (food, travel, stationary, venue rent, tools, handouts)</i>	training	1	50,000	50,000
<i>2 days Practical training of 80 local farmers on domestication of CWR (forest food crops: fruits, berries, herbs/herbal) (materials, food, travel, stationary, venue rent, tools, handouts)</i>	Training	3	160,000	480,000
<i>2 days Practical training for 80 local farmers on identifying crop wild relatives to collect material for horticulture and nurseries (travel, food, materials for training, venue, stationary)</i>	Training	3	100,000	300,000
<i>1 day Training of 100 women, local farmers, on micro-loans (travel, food, stationary, handouts)</i>	Training	3	12,000	36,000
<i>2 days Training on crop product added value development training for 25 crop landrace maintainers</i>	event	3	132,667	398,000

(travel, food, handouts, materials and inventory for training)				
District/ in-district exposure visits of local farmers and local techniques to project site (7-10 farmers) (travel, food, accommodation, DSA, handouts, venue, stationary)	Event	1	40,000	40,000
Final workshop (50 participants) (travel, food, venue, DSA, stationary, handouts, printing materials)	event	1	40,000	40,000
Sub-total Training/Workshop:				2,709,000
Overhead Costs:				
Overhead cost	6.5%	1	545,298	545,298
Sub-total overhead costs:				545,298
GRAND TOTAL:				8,337,894

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

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

The National Center for Environmental Protection Actions was created by Decree of the Government of the Republic of Tajikistan No. 191 dated May 3, 2006. The center's staff consists of 7 employees. All center employees are involved in the implementation of the project activities. The Center's contribution and co-financing to the implementation of the project includes the use of electricity, Internet resources, computer equipment, printer, scanner, and vehicles. Also, Center employees participate in project events with presentations and reports on agrobiodiversity.

7. Payment Terms

- a. Any requests for payment shall be made using the payment form provided in Appendix I hereto or such other form as has been specifically authorized by FAO or agreed in advance by the Parties.
- b. The Service Provider shall submit each request for payment to the LoA Manager at the address for notices and other communications under paragraph 7 of the LoA.
- c. Payments will be made in the currency stated in paragraph 3 of the LoA and according to the banking instructions provided by the Service Provider in paragraph 8, below.
- d. Payments under this Agreement will be made only after certification by the LoA Manager that proper request has been made by the Service Provider and of the satisfaction by the Service Provider of the requisite conditions set forth for the payment. The proposed schedule of payments and related conditions is as follows:
 - i. **first payment** not to exceed [2,501,368.00 Tajik Somoni] upon [signature of the present Agreement];
 - ii. following review and approval of the relevant interim financial report submitted by the Service Provider in accordance with paragraph 3 above, **one or more interim payments**, the sum of which shall not exceed [5,002,735.00 Tajik Somoni], as follows:
 - payment number [2nd] for [2,084,473.00 Tajik Somoni] upon [acceptance by FAO of the deliverable(s) or on the date indicated in the Work plan/Timeframe in the Annex including: Act 1,2,3,4,5 & 7 of Output 1; Act 1&3 of Output 2; Act 8,9, 10 &11 of Output 3]
 - payment number [3rd] for [2,084,473.00 Tajik Somoni] upon [acceptance by FAO of the deliverable(s) or on the date indicated in the Work plan/Timeframe in the Annex including:

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- Act 1 to 8 of Output 1; Act 2, 4, 5, 6, 7, 8, 9 of Output 2; Act 1 to 6, 8, 10, 11, 12 of Output 3]; and*
- payment number [4th] not to exceed [833,789.00 Tajik Somoni] upon acceptance by FAO of the deliverable(s) or on the date indicated in the Work plan/Timeframe in the Annex including: Act 1,2,4, of Output 1; Act 1 to 6 of Output 2; and Act 1 to 4 and of Output 3]
- iii. *Following review and approval of the narrative and financial Final Report submitted by the Service Provider in accordance with Section 9.01 of Annex A, final payment not to exceed [833,789.00 Tajik Somoni] will be released to SP.*

8. Banking Instructions

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

Bank Name CJSK Active Bank Tajikistan		Bank Routing Sort Code and/or Branch Code 350101779
Exact Bank Account Holder Name (account must be held in the name of the Service Provider, FAO cannot make payments to third parties) National Centre for the Environmental Protection Actions Tax ID number: 020023384		Account Number 20202972351101396000 Beneficiary account number: 20402972517791
Swift/BIC Code	IBAN 350101779	Account Currency Tajik Somoni
Bank Address (physical address, no PO boxes) 42, S. Ayni Ave. 2-nd floor 734012		
Bank City Dushanbe		Bank Country Tajikistan
Intermediary Bank Details (if applicable)		

9. Identification Data Relating to the Service Provider

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

Full Name of Service Provider (as Legally Registered) National Centre for Environmental Protection Actions	FAO Supplier Number (if known)
Other Trading Name(s) of Service Provider (if applicable) NCEPA	
Address Line 1 373 B. Gafurov street	
Address Line 2	
City Dushanbe	Postal Code 734025

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State	Country Tajikistan
Email Address neap.j@gmail.com	Website
Telephone Number (incl. country and area code) (+992) 48 7022546	Fax Number (incl. country and area code) (+992) 487012546

Appendix 1: Request for Payment Template

For the attention of the Service Provider: Please note that by the time of the end of the LoA and the submission of the Final Report, the copies of the following supporting documentation should reach FAO together with the payment requests:

- a) For the procurement of any goods or services copies of the relevant invoices issued by its suppliers as well as copies of evidence of their payment in full.
- b) For the salaries and other Human Resource related payments, copies of payroll reports detailing the payments of the salaries of employees that are dedicating their time to the LoA activities together with any explanations regarding any secondment charges.
- c) For the travel, hospitality and accommodation expenses copies of evidence of the appropriate use of the budgeted resources including: i) evidence of payment for travel tickets exhibiting the name of the traveler and the dates and destinations of travel ii) signed evidence of receipt of daily subsistence allowance payments by the travelers; or in the case of travel of staff of the Service Provider the relevant payroll or other internal reports evidencing the payment of monies for the daily subsistence allowances.

(Instruction to FAO LOA Manager: Insert LoA Request for Payment Form available under tab 5 of the [LoA Budget & Financial Reporting Template](#). If the LoA foresees an initial advance payment, please use the template available under tab 4 of the same document.)

REQUEST FOR PRE-FINANCING		
FAO PURCHASE ORDER (PO) NUMBER:		
DATE OF ISSUE:		
Total amount received from FAO to date:		
TJK - Tajik Somoni		
Expenditure category/item	Requested amount	Comments/Specifications
TOTAL:	0	
		Name of SP's Chief Accountant (print):
Date:		
		Signature:

Appendix 2: Key Personnel

As set forth in **Section 3.03 of Annex A**, the following individuals are considered for the purposes of this Agreement to be Key Personnel:

List of national consultants and staff:

#	Position	Duty task	Experts under the agreement	Professional experience & expertise
1.	Consultants on Agrobiodiversity conservation	Collection and analysis of up-to-date information on ABD conservation issues in the country context. Preparation of relevant chapters and sections for the final document of ABD's Conservation Strategy.	Mr. Melikov Qurbonali	Higher education in the field of agriculture, biology, economics or other relevant fields. An advanced degree in these areas is preferred. At least 5 years of relevant practical work experience. Excellent knowledge of Tajik, Russian languages, knowledge of English is an advantage.
2.	Consultant on Gender	Collection and analysis of up-to-date information on the gender dimension in the issue of ABD conservation. Preparation of relevant chapters and sections for the final document of ABD's Conservation Strategy. Conducting meetings with civil society and local communities as part of the preparation of the strategy.	Mrs. Sharifzoda Bonu Gender Focal Point in Rasht Gender Focal Point in Baljuvon Gender Focal Point in Shahrison	Higher education in sociology, psychology, economics or other relevant fields. An advanced degree in these areas is preferred. Knowledge of gender and related issues. At least 5 years of relevant practical work experience. Excellent knowledge of Tajik, Russian languages, knowledge of English is an advantage.
3.	Consultant on CWR/ genetic resources	Preparation of the relevant section of the ADB Strategy regarding the importance of conserving local genetic resources, using traditional knowledge and updating this issue.	Mrs. Mubalieva Shoista Partoev Kurbonali Irgashev Tolibjon	Higher education in biology, agriculture, environmental protection or other relevant fields. An advanced degree in these areas is preferred. Experience in the field of identification of plant and animal genetic resources and their relationship with agro-biodiversity and traditional knowledge. At least 5 years of relevant practical work experience. Excellent knowledge of Tajik, Russian languages, knowledge of English is an advantage.
4.	Consultants on on-farm Agrobiodiversity conservation	Development of up-to-date and effective management plans for two key PAs of the project.	Mr. Akhmedov Abduvadud	Higher education in biology, agriculture, environmental protection or other relevant fields. An advanced degree in these areas is preferred. Experience in the field of forestry and preparation of programs and action plans in the field of forestry related to agrobiodiversity. Excellent knowledge of Tajik, Russian languages, knowledge of English is an advantage.
5.	Consultant on Participatory Plant Breeding and Resilience		Mrs. Toshmatova Nazira	

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6.	Consultants on legislation and policy	Collection and analysis of existing national environmental strategies and programs, as well as legislative documents for the scope of ABD conservation issues.	Mrs. Lola Latypova Mr. Umed Ulugov Mr. Rahmatullo Khairulloev	Higher education in law, economics or other relevant fields. An advanced degree in these areas is preferred. Experience in the analysis and evaluation of legislation, strategies, plans and programs in the field of agrobiodiversity at the national and international level. At least 5 years of relevant practical work experience. Excellent knowledge of Tajik, Russian languages, knowledge of English is an advantage.
7.	Consultant on PR/Communication	Conduct awareness-raising events and prepare promotional materials	Mrs. Nozanin Rasulova	Higher education in journalism, sociology or other relevant fields. Ability to analyze information, prepare thematic information and awareness materials. At least 5 years of relevant practical work experience. Ability to use the necessary programs for the design of publications and layout. Knowledge of Tajik, Russian languages, knowledge of English is an advantage.
8.	IT and Web designer expert	Preparation of a web page for posting the Agrobiodiversity Strategy on the website of the executive body and COEP	Sodikov Firuz Hadyatullo Ibodzoda	Higher education in IT, web design or other relevant fields. Ability to analyze information, prepare thematic information and information materials. At least 5 years of relevant practical work experience. Ability to use the necessary programs for design and web publications. Knowledge of Tajik, Russian languages, knowledge of English is an advantage.
9.	Consultant on Finance Management (Micro-Loans)	Collect data and conduct gap analysis of micro-crediting (green loans) schemes within the Micro-Loan Foundations and organization in target areas	Mr. Abdullaev Shuhrat	Financial management and credit lines and revolving funds; experience on conducting analysis on micro-credits and revolving funds, green loans, etc.
10.	Administrative/ Finance Assistant	Preparation of administrative and financial documents for the implementation of project activities.	Mrs. Niyova Mekhrangez	Higher education in finance, accounting, economics or other relevant fields. Experience in the field of financial administration of projects, budget management and preparation of technical documentation for finance. Ability to quickly and adequately navigate documentation. At least 3 years of relevant practical work experience. Excellent knowledge of Tajik, Russian languages, knowledge of English is an advantage.

Appendix 3: TORs for sub-contracting

1. TOR for selection and sub-contracting to produce and distribute materials for disseminating knowledge and appreciation of agrobiodiversity (brochures, books, posters, murals, radio programmes and so on): e.g., Gender mainstreaming in ABD conservation; ABD - food security (nutrition);
Scope of work: - ToR will be developed by SP and shared with FAO for review and clearances; - Organize data collection survey on beneficiary level project activities and results; - Involve journalists and press-officers for data collection, conducting interviews with project beneficiaries, farmers, women and youth groups, and local experts, seed maintainers; - Produce knowledge products on traditional and best practices on agrobiodiversity conservation and sustainable use: manual, brochures, guidebooks, posters, murals, radio programmes; - Prepare design and share the signal versions with NCEPA and FAO for review and clearance; - Make available all hard and soft versions of the publication and communication materials to NCEPA and FAO;
Expected Deliverables: - Communication and awareness-building strategy/ action-plan for entire project cycle developed; - 100 copies of 3 books, 10 posters and 10 booklets for each district (totally 400 copies) developed and shared; (title of books: <i>"Agrobiodiversity Book of Tajikistan"</i>; <i>"Women's role in ABD conservation and sustainable use"</i>; <i>"Agrobiodiversity & Nutrition"</i>); - Impact assessment publications on lessons-learned with key recommendations developed in qualitative and quantitative manner (economic, environmental, social-inclusion); - Delivered all soft versions of publication materials in a separate flash-disk to NCEPA and FAO;
2. TOR for selection and sub-contracting to systematize and disseminate lessons learned from capacity-building programmes: success stories, best practices;
Scope of work: - ToR will be developed by SP and shared with FAO for review and clearances; - Organize data collection and survey of project results among 80 active on-farm sites and 30 project partners in Shahriston, Rasht, Tojikobod and Baljuvon districts; - Conduct impact assessment and produce analytical publication on lessons learned from capacity-building programmes for local farmers and success stories on women involvement and perspectives; - Organize one (1) presentation workshop with participation of above 30 people coming from NCEPA, FAO and key national/ local stakeholders as well as district representatives to present the lessons learned and success stories in Dushanbe city; - Document lessons learned and success stories and promote integration into the national database; - Prepare design and share the signal versions with NCEPA and FAO for review and clearance; - Make available all hard and soft versions of the publication and communication materials to NCEPA and FAO;
Expected Deliverables: - Developed work-plan and methodology for data collection on project results achievement; - TOR/ methodology on impact assessment developed and agreed with NCEPA and FAO; - Impact assessment done and lessons-learned with key recommendations developed in qualitative and quantitative manner (economic, environmental, social-inclusion); - At least 5-6 success stories documented and integrated into national database on best available practices (BAP) and best available techniques (BAT) on ABD conservation and sustainable use in the face of climate change (e.g. CoEP database, CAREC, etc.); e.g. <i>"Impacts and Benefits of ABD conservation initiatives at national and local levels"</i>; <i>"Replication and Scaling-up: Lessons Learnt and Recommendations"</i>. - Delivered all soft versions of publication materials in a separate flash-disk to NCEPA and FAO;
3. TOR for sub-contracting on the use of conserved CWR material in crop pre-breeding to produce pre-bred lines and to pre-bred lines to produce crop cultivars and to produce at least 10 crop cultivars with CWR traits.
Scope of work: - Research and identification of 10 varieties of crops with CWR traits for inclusion in the state breeding program

- Conducting research work on 10 local varieties of agricultural crops with CWR traits to identify climate resistance, productivity, and signs of resistance to diseases and pests. - Carrying out work for cultivation in field conditions and variety testing and registration of 10 crops. - Development of regulatory documents and recommendations in the seed program for the inclusion of 10 crops with CWR traits in the breeding program.
Expected deliverables: - Research conducted and 10 varieties of crops identified for inclusion in the selection and seed production program. - A program and regulatory documents developed for the inclusion of 10 varieties of crops in the breeding program; - Recommendations developed for the seed industry development program; - At least ten (10) agricultural crops are registered and included in the state Breeding and Seed Program.

4. TOR sub-contracting to develop at least 6 social communication and promotional material on the values of agrobiodiversity aimed at consumers; and, Develop and implement evidence-based value-added information system including at least 25 case studies to facilitate market viability of traditional crop varieties in Tajikistan;

Scope of work:

- Development of a methodology for research and analysis of the agrobiodiversity market
- Conducting surveys among price chain participants, farmers and other enterprises.
- Conducting market research and market assessment, including a system for developing the value chain for agricultural crops from producer to supplier of products.
- Facilitate group work processes with value chain participants and stakeholders, from rural producers to large enterprise managers, exporters and government agencies.
- Identify potential cash products for value chain development and recommend a value chain;
- Preparation of business plans, including market components and financial issues for selected farmers and other enterprises.
- Preparation of publications and distribution of at least 6 information materials about the value of ABD (preferably in English, as well as in Russian/Tajik).
- Develop and implement evidence-based value-added information system including at least 25 case studies to facilitate market viability of traditional crop varieties in Tajikistan;

Expected deliverables

- 8 Market research conducted and reports developed and entry-points identified;
- Analysis conducted to identify the potential cash-crops and the sustainable mechanisms for value-chain development of agriculture crops cultivated/ enhanced;
- At least 6 social communication materials on the value-added benefits (economic/health/nutrition) of ABD multiplication and marketing developed for local farmers and consumers;
- At least 25 different case-study contents (25 crops – 25 case studies) and best practices on ABD values developed and promoting positioning brands, geographical designations and other markets etc.
- New markets developed from at least 12 varieties of LR/CWR used by local farmers;
- Soft and hard versions of the publications made available to public, to NCEPA and FAO;

5. TOR sub-contracting to install the GRIN-Global gene bank documentation system and transfer of conserved seed accessions data from the existing outdated documentation system (turn-key software system).

Scope of work:

- Feasibility study and assessment of the existing data desegregation collection architecture, including paper-based documentation system, field survey and data collection forms, etc.;
- Develop architecture of database system, considering the documentation system and State requirements on data collection, storage and maintenance;
- Develop “turn-key” or upgraded software for electronic National Gene Bank Database System (single monitoring and data collection system);
- Test and operation of database system in pilot regime; data transfer from paper based to electronic system for the past 10 years;
- Develop training modules and provide trainings to National Gene Bank staff and operators on use of new database system;
- Develop operation and maintenance manual for system operators;

Expected deliverables:

- Turn-key software for operation of electronic National Gene Bank Database System (single monitoring and data collection system) developed and tested;
- Presentation of new database system to NCEPA, FAO and key stakeholders delivered and agreed;
- Data transferred from paper-based documentation system to electronic system for past 10 years;
- Knowledge transferred and on-Job trainings (TOR) delivered to National Gene Bank staff and operators on operation and maintenance of database system;
- Operation and Maintenance (O&M) Manual developed and presented to Gene Bank, NCEPA and FAO;
- Supported National Gene Bank in connecting the national database management system with GRIN-Global;
- 12 months post-installation operation and maintenance of databased system ensured.

**ANNEX C TO LETTER OF AGREEMENT:
SPECIAL CONDITIONS AND DEROGATIONS; ADDITIONAL PROVISIONS**

In the event of a conflict or inconsistency between the provisions of the LoA and its Annexes (including the General Terms and Conditions set forth in Annex A), any derogations or special conditions set forth in this Annex C shall prevail.

Derogations and Special Conditions

None

Additional Provisions

None