

**STANDARD LETTER OF AGREEMENT BETWEEN
THE UNITED NATIONS DEVELOPMENT PROGRAMME (UNDP) AND
INSTITUTE OF FOREST GENETICS AND TREE BREEDING (IFGTB)
FOR CONDUCTING TRAINING UNDER UNDP-GEF GLOBAL ABS PROJECT ON
CAPACITY BUILDING OF INDIAN COUNCIL OF FORESTRY RESEARCH AND
EDUCATION SCIENTISTS ON ACCESS AND BENEFIT SHARING GUIDELINES ,
PROJECT (87493)
WHERE UNDP IS THE IMPLEMENTING PARTNER**

1. Reference is made to the consultations between officials of the United Nations Development Programme (hereinafter referred to as “UNDP”) in India and Institute of Forest Genetics and Tree Breeding(hereinafter referred to as “IFGTB”) - an institute under the Indian Council of Forestry Research and Education (ICFRE), with respect to the realization of the capacity building support to be provided by IFGTB for effective implementation of “Strengthening human resources, legal frameworks and institutional capacities to implement the Nagoya Protocol”, as specified in Attachment 1, to which UNDP has been selected as implementing partner and National Biodiversity Authority (NBA) as the responsible party.
2. In order to conduct the training programme, the Director General, ICFRE nominated the Director, IFGTB as the Focal Person, vide letter F.No.7-13/2017/BCC/ICFRE/298, dated 18.09.2019 and therefore, in accordance with the following terms and conditions, we confirm our acceptance of the activities to be conducted by IFGTB as specified in Attachment 2: Description of Activities (hereinafter referred to as “Activities”). Close consultations will be held between IFGTB and UNDP on all aspects of the Activities.
3. IFGTB shall be fully responsible for carrying out, with due diligence and efficiency, all Activities in accordance with its financial regulations, rules and other directives, only to the extent they are consistent with UNDP’s Financial Regulations and Rules. In all other cases, UNDP’s Financial Regulations and Rules must be followed.
4. In carrying out the activities under this Letter, the personnel and sub-contractors of IFGTB shall not be considered in any respect as being the employees or agents of UNDP. UNDP does not accept any liability for claims arising out of acts or omission of or its personnel, or of its contractors or their personnel, in performing the activities or any claims for death, bodily injury, disability, damage to property or other hazards that may be suffered by IFGTB, and its personnel as a result of their work pertaining to the Activities.
5. Any subcontractors, including NGOs under contract with IFGTB, shall work under the supervision of the designated official of IFGTB. These subcontractors shall remain accountable to IFGTB for the manner in which assigned functions are discharged.
6. Upon signature of this Letter, UNDP will make payments to IFGTB in the bank account mentioned below, according to the schedule of payments specified in Attachment 3: Schedule of Activities, Facilities and Payments.

Name of the Bank: Union Bank of India
Branch: R. S. Puram branch
Account Name: The Director, IFGTB, Coimbatore
Bank Account Number: 502602010100809
Type of Bank Account: Savings Account
IFSC Code: UBIN0550264

7. IFGTB shall not make any financial commitments or incur any expenses which would exceed the budget for the Activities as set forth in Attachment 3. IFGTB shall regularly consult with UNDP concerning the status and use of funds and shall promptly advise UNDP any time when IFGTB is aware that the budget to carry out these Activities is insufficient to fully implement the project in the manner set out in the Attachment 3. UNDP shall have no obligation to provide IFGTB with any funds or to make any reimbursement for expenses incurred by IFGTB in excess of the total budget as set forth in Attachment 3.

8. IFGTB shall submit a cumulative financial report each quarter (31 March and 30 June). The report will be submitted to UNDP through the UNDP Country Director or UNDP Resident Representative within 30 days following those dates. The format will follow the standard UNDP expenditure report [a model copy of which is provided as Attachment 4]. UNDP will include the financial report by IFGTB in the financial report of GEF- GoI - UNDP project "Strengthening human resources, legal frameworks and institutional capacities to implement the Nagoya Protocol"

9. IFGTB shall submit such progress reports relating to the Activities as may reasonably be required by the UNDP focal point in the exercise of his or her duties.

10. IFGTB shall furnish a final report within 1 month after the completion or termination of the Activities, including a list of non-expendable equipment purchased by IFGTB and all relevant audited or certified financial statements and records related to such Activities, as appropriate, pursuant to its Financial Regulations and Rules.

11. Equipment and supplies that may be furnished by UNDP or procured through UNDP funds will be disposed as agreed, in writing, between UNDP and IFGTB.

12. Any changes to the Project Document which would affect the work being performed by IFGTB in accordance with Attachment 2 shall be recommended only after consultation between the parties.

13. For any matters not specifically covered by this Letter, the Parties would ensure that those matters shall be resolved in accordance with the appropriate provisions of the Project Document and any revisions thereof and in accordance with the respective provisions of the Financial Regulations and Rules of the IFGTB and UNDP.

14. The arrangements described in this Letter will remain in effect until the end of the project, or the completion of activities by IFGTB according to Attachment 2, or until

terminated in writing (with 30 days notice) by either party. The schedule of payments specified in Attachment 3 remains in effect based on continued performance by IFGTB unless it receives written indication to the contrary from UNDP.

15. Any balance of funds that is undispersed and uncommitted after the conclusion of the Activities shall be returned within 90 days to UNDP.

16. Any amendment to this Letter shall be effected by mutual agreement, in writing,

17. All further correspondence regarding this Letter, other than signed letters of agreement or amendments thereto should be addressed to Resident Representative, UNDP.

18. IFGTB shall keep the UNDP Resident Representative fully informed of all actions undertaken by them in carrying out this Letter.

19. UNDP may suspend this Agreement, in whole or in part, upon written notice, should circumstances arise which jeopardize successful completion of the Activities.

20. Any dispute between the UNDP and IFGTB arising out of or relating to this Letter which is not settled by negotiation or other agreed mode of settlement, shall, at the request of either party, be submitted to a Tribunal of three arbitrators. Each party shall appoint one arbitrator, and the two arbitrators so appointed shall appoint a third arbitrator, who shall be the chairperson of the Tribunal. If, within 15 days of the appointment of two arbitrators, the third arbitrator has not been appointed, either party may request the President of the International Court of Justice to appoint the arbitrator referred to. The Tribunal shall determine its own procedures, provided that any two arbitrators shall constitute a quorum for all purposes, and all decisions shall require the agreement of any two arbitrators. The expenses of the Tribunal shall be borne by the parties as assessed by the Tribunal. The arbitral award shall contain a statement of the reasons on which it is based and shall be final and binding on the parties.

21. If you are in agreement with the provisions set forth above, please sign and return to this office two copies of this Letter. Your acceptance shall thereby constitute the basis for IFGTB participation in the implementation of the project.

22. The Letter of Agreement is valid for a period of 8 months from the date of signing the contract.

Yours sincerely,

Authorized signatory

UNDP

Nadia Rasheed, Deputy Resident Representative

Authorized signatory

IFGTB

Dr. S. Murugesan, Director

डॉ. एस. मुरुगेशन

Dr. S. Murugesan

निदेशक / Director

वन आनुवंशिकी एवं वृक्ष प्रजनन संस्थान

Institute of Forest Genetics & Tree Breeding
कोयंबटूर-६४१ ००२/ Coimbatore-641 002

Attachment 1:

PROJECT OVERVIEW

The Nagoya Protocol on Access to Genetic Resources and the Fair and Equitable Sharing of Benefits Arising from their Utilization (herein after referred to as “the Nagoya Protocol” or “the Protocol”) was adopted by the Conference of the Parties to the Convention on Biological Diversity at its tenth meeting in Nagoya, Japan, 2010. Ninety-two (92) countries signed the Nagoya Protocol while the protocol was open for signature at the United Nations Headquarters in New York from 2 February 2011 to 1 February 2012. The Nagoya Protocol entered into force on 12 October 2014. A total of one hundred twenty three (123) parties have ratified the protocol. The process of ratification has been supported by the GEF through a number of country-based and regional projects (Annex 1) as well as investments from other donors and providers of technical assistance. While some of these projects have also been designed for implementation of the protocol, this new project will focus on implementation of basic measures.

This project is in direct response to the decision at the Second meeting of the Intergovernmental Committee for the Nagoya Protocol on Access to Genetic Resources and the Fair and Equitable Sharing of Benefits Arising from their Utilization (ICNP-2) held in Delhi, July 2012, where the Conference of the Parties “*Reiterates its invitation to the Global Environment Facility to provide financial support to Parties to assist with the early ratification of the Nagoya Protocol, and its implementation.*” A synthesis of the elements for capacity building for the implementation of the Nagoya Protocol can be found in the “*Overview of measures to build or develop capacity to effectively implement the Protocol based on the needs and priorities of Parties and indigenous and local communities*”. This is Annex II of the “*Report of the eleventh meeting of the conference of the parties to the convention on biological diversity (UNEP/CBD/COP/11/35)*”. The need for capacity building was reviewed once more at ICNP-3 in the document “*Measures to assist in capacity-building, and development and the strengthening of human resources and institutional capacities in developing country Parties and Parties with economies in transition*” (UNEP/CBD/ICNP/3/CRP.2).

At the national level, there is limited understanding of ABS issues and the protection of traditional knowledge among sectors other than those directly involved in the conservation and development of biological resources, and even then there is a need to ensure consistency in the vision and rationale behind ABS.

The project “*Strengthening human resources, legal frameworks and institutional capacities to implement the Nagoya Protocol*”, anchored in the GoI-UNDP Strengthening Natural Resource Management project, aims to deliver outcomes related to strengthening legal, policy and institutional capacity on ABS mechanism.

Attachment 2:

Description of Activities

Project Number: 00099240

Project Title: UNDP-GEF Global ABS Project

Background:

Biological diversity refers to the variety and variability of life on earth, starting from microbes to higher living organisms and the ecosystems in which they live in. It is recognizable at three levels viz. the ecosystem diversity, species diversity and genetic diversity. The maintenance of diversity at all these three levels is very vital for the existence of life on earth.

India has rich biological diversity and is one of the 17 “mega diverse” countries of the world. The country has a variety of ecosystems like forest, grassland, wetland, coastal, marine and desert ecosystems. The richness of India’s biodiversity is mainly due to (i) the remarkable spectrum of ecosystems together with a wide range of climatic variations, (ii) geographic position of the country in the confluence zone of three major bio-geographic realms such as Indo-Malayan, Eurasian and Afro-tropical and (iii) the rich cultural heritage of empathy for all life forms and the longstanding traditions of conservation. Further, out of thirty five “Biodiversity Hotspots” identified in the world on the basis of the species diversity and endemism, four hot spots such as Himalayas, Indo-Burma, Western Ghats /Sri Lanka and Sundaland fall within Indian political boundary. The country has been rich in genetic resources of large number of crop plants, horticultural species, spices, medicinal plants and forest tree species; cattle, fishes, poultry, pet animals and many other economically important plant and animal species. The actual potentials of most of them are yet to be fully understood.

Biological resources of India

The country has a total number of 48,650 plant species, out of about 4,65,668 hitherto known species in the world, representing about 10.48 percent of the world flora. Nearly 24 percent of these plant species are endemic to India with main centres of endemism in the Himalayas, Northeast, the Western Ghats and Andaman & Nicobar Islands. India also has rich and diverse fauna. The total number of animal species reported from the country is 1, 01, 167 (6.45% of the world’s faunal species). There are 427 species of mammals, 1,340 species of birds, 584 reptiles, 407 amphibians and 3,364 species of fishes. The invertebrate fauna is represented by 65,589 species of insects, 5,205 species of molluscs, 1,029 species of annelids, 5,953 species of arachnids (spiders, mites etc), 3,835 species of crustaceans (prawns etc.) 2,949 species of nematodes, 1,760 species of flat worms as well as several species under other smaller animal groups. The microbial wealth of the country is also immense with lot of potential for commercial utilization.

The use of medicinal plants is as old as human civilization. India has a glorious traditional health care system based on plants, which dates back to “Vedic period”. About 8000 plant species found in India have medicinal properties and are used by people in

one form or the other. A considerable number of Indian rural populations are still dependent on traditional medicines for primary health care. Further, the recent revival of interest in plant medicines across the globe and consequent pressure on precious herbal resources has resulted in scarcity of wild medicinal plants, which were once plenty. Therefore, it makes sense to rationalize the use of medicinal plants through scientific documentation, screening and validation. The documentation of traditional knowledge, especially on the medicinal uses of plants, has provided many important drugs of modern times.

Similarly, large number of animals, especially the marine invertebrates such as corals is found to have bio-molecules with potential to cure dreaded diseases like Cancer. Screening, validation and commercial utilization of such resources go a long way in managing certain terminal illness of human beings.

Convention on Biological Diversity and Biological Diversity Act, 2002

India is a signatory to the Convention on Biological Diversity (CBD) which emphasizes conservation of biological diversity, sustainable use of its components and fair and equitable sharing of benefits arising from genetic resources. As a follow up of the Convention on Biological Diversity signed at Rio de Janeiro in 1992, the Govt. of India enacted an umbrella legislation called 'Biological Diversity Act, 2002' and notified the 'Biological Diversity Rules' in 2004. The central theme of Biological Diversity Act, 2002 has been the guidelines for access to biological resources of the country and sharing of benefits accruing out of these resources among various stakeholders. The act has also created the National Biodiversity Authority (NBA), State Biodiversity Boards (SBB) and Biodiversity Management Committees (BMC) for dealing with the above aspects at different levels.

UNDP-GEF Global ABS Project

The project was launched by UNDP with the support from Global Environment Facility (GEF) in 2017 in 24 countries with the aim to assist countries in developing and strengthening their national ABS framework, human resources and administrative capabilities to implement the Nagoya Protocol. In India, the project focuses on enhancing capabilities of researchers and research institutions working in the public sector, including ICFRE on ABS guidelines and the Nagoya Protocol. The implementing agencies of this project in India are UNDP, MoEFCC and NBA.

Rationale for the training

The 'Biological diversity Act, 2002' has high relevance to everyone handling the biological resources, but still its understanding has yet to percolate down. The Scientists, who are handling biological resources should have the background knowledge on implications of this act on their day-to-day activities. The products of research include items such as genetically improved seeds, superior clones, various industrially important products, biofertilizers, biopesticides, natural-ceuticals, herbal medicines etc. as well as several new processes and packages of practices.

In some of the research organizations, there were many cases in which the researchers accessed the biological materials for their studies, IPR registration and commercial utilization, without knowing the implications under the Biological Diversity

Act and subsequently landed up in legal issues. Sometimes, after completing the research / development of the product, when the researchers file patent applications, it is returned by the Patent Office to get clearance from NBA, particularly for complying with the ABS part. Hence, the applicant will not be able to file the patent application, without getting clearance from NBA. These things mainly happen due to lack of understanding about the procedures for accessing the biological resources enshrined in the Biological Diversity Act, 2002. The situation has to change and those who are working on the biological resources should be sensitized on this issue, so that lot of complications arising out of lack of understanding of the Act could be avoided. In this context, the present training for capacity building of Scientists on ABS guidelines and the Nagoya Protocol has high relevance.

Duration

It is proposed to have training of ICFRE Scientists in two batches. The duration of each training shall be two days and the tentative months in which the trainings are to be conducted are November, 2019 and December, 2019 (months are tentative, subject to change on mutually accepted terms).

Location of the training and strength of participants

Each training will have a total of 20 Scientists, out of total 40 Scientists targeted. The trainings shall be organized in two locations - one training in the Institute of Forest Genetics and Tree Breeding (IFGTB), Coimbatore, covering ICFRE institutes in southern parts of India and the other training in Van Vigyan Bhawan, New Delhi, covering ICFRE institutes situated in the northern, western, central and north-eastern parts of the country

TASKS:

The tasks to be carried out are:

- Identify list of ICFRE institutions of national importance from across the country (to be prepared in consultation with UNDP CO);
- Develop a framework of training workshops, curriculum, training material/handbook, resource persons fit for this project (to be prepared in consultation with UNDP CO);
- Plan and conduct two 2 day workshops for ICFRE researchers – develop training material, including practical exercise for each sector and implementation and monitoring plan for ABS for ICFRE.

DELIVERABLES:

- Submission of Inception report with a detailed work plan;
- Submission of a Report on proceedings on each of the training workshops for ICFRE institutes of India;
- Final report with recommendations for institutional implementation of ABS;

Budget:

The total estimated budget for the training is INR 26, 71,910/- and the break up has been given below:

Budget Estimate			
S. No.	Details of Expenditure	Amount (INR)	Remarks
1	Lodging	78,400	20 Participants@INR350 per head*2*4 8 Resource persons@INR350 per head*2*4
2	Travel	13,20,000	20 Participants@INR25,000*2 8 Resource persons@INR20,000*2
3	Food and refreshments	2,52,000	20 Participants@INR4,500*2 8 Resource persons@INR4,500*2
4	Local trips	1,50,000	
5	Stationaries/ training kit	1,50,000	
6	Honorarium	48,000	8 Resource persons@3,000*2
7	Rent for training halls	50,000	Halls at Coimbatore and New Delhi
8	Secretarial assistance	75,000	
9	Printing, photography, videography and miscellaneous	2,00,000	
	Total	23,23,400	
10	Institutional charges (15%)	3,48,510	
	Grand Total	26,71,910	

Attachment 3: SCHEDULE OF ACTIVITIES, FACILITIES AND PAYMENTS

Total Outlay: INR 26, 71,910

Year: Nov 2019 to Aug 2020

S. No	Deliverable	Time Frame	Percentage	Lumpsum (INR)
1	On signing of LoA release of advance	On Signing	20%	5,34,382
2.	Submission of Inception report with a detailed work plan	10 days from signing	70%	18,70,337
3.	Submission of a Report on proceedings on each of the training workshops for ICFRE institutes of India	Two months from signing (subject to fixing of dates)	10%	2,67,191
3	Final report with recommendations for institutional implementation of ABS	Five months from signing (subject to fixing of dates)	NIL	NIL

Note:

Payment milestones

- The first instalment of INR 5, 34,382 will be released as an advance on signing of LOA and the receipt of FACE form.
- The second instalment of INR 18, 70,337 will be released as advance upon receipt of the Inception Report, along with the FACE form, with a minimum of 80% utilization of the first instalment.
- The third instalment of INR 2, 67,191 will be released as advance upon receipt of the Report on proceedings on each of the training workshops, along with the FACE form, with a minimum of 80% utilization of the second instalment and 100% utilization of all other previous instalments.
- The final report with utilization certificate of all instalments released should be sent to UNDP by 22 May 2020. Any unspent balance to be returned to UNDP.
- Expenditures for personnel services may be limited to salary, allowances and other entitlements, including the reimbursement of income taxes due and travel costs on appointment to the project, duty travel within the programme country or region and repatriation costs.
- Adjustments within each of the sections may be made in consultation between UNDP and *the Institute of Forest Genetics and Tree Breeding*. Such adjustments may be made if they are in keeping with the provisions of the Programme Support/Project Document and if they are found to be in the best interest of the project
- UNDP will undertake assurance activities as per the regulations stated in HACT assurance framework.

Bank Details:

Name of the Bank: Union Bank of India
Branch: R. S. Puram branch
Account Name: The Director, IFGTB, Coimbatore
Bank Account Number: 502602010100809
Type of Bank Account: Savings Account
IFSC Code: UBIN0550264

