



LETTER OF AGREEMENT

Between

the Food and Agriculture Organization of the United Nations (“FAO”)

and

ICAR - Central Agroforestry Research Institute (CAFRI)

Gwalior Road, 284 003 Jhansi (U.P), India

For provision of

“FAO-NRAA Technical Cooperation project (TCP) on Support Implementation of National Agroforestry Policy by Enhancing Tree Cover & Production of Wood.”

1. Introduction

The Food and Agriculture Organization of the United Nations (hereinafter referred to as “FAO”) and *ICAR - Central Agroforestry Research Institute (CAFRI)*, (hereinafter referred to as the “Service Provider”) (together hereinafter referred to as the “Parties”) have agreed that the Service Provider will provide certain services defined in **detail** in the attached Annex (the “Services”) which forms an integral part of this Letter of Agreement (hereinafter the “Agreement”) in support of the *FAO-NRAA Technical Cooperation project (TCP/IND/3710) on Support Implementation of National Agroforestry Policy by Enhancing Tree Cover & Production of Wood*. To enable the Service Provider to provide the Services, FAO will pay the Service Provider a total amount not exceeding INR 17,43,500.00 (Indian Rupees Seventeen lakhs forty-three thousand five hundred only), which represents FAO’s maximum financial liability, into the Service Provider’s account specified in paragraph 2 below.

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

2. Detailed Banking Instructions

- Bank name : SBI
- Bank country and city : India and Jhansi
- Bank branch address : Karari
- SWIFT code : SBININBB498
- Account number : 11385811033
- Exact bank account holder's name : CAFRI Jhansi
- Account currency : INR
- Bank branch code or sort code : 007477
- IFSC code : SBIN0007477
- MICR code : 284002013

3. Designation of the FAO Responsible Officer

Mr. Tomio Shichiri, FAO representative of India, 55, Lodi Estate, New Delhi – 110003, email: tomio.shichiri@fao.org is designated the officer responsible for the management of this Agreement (“Responsible Officer”) on behalf of FAO. *Mr. R B Sinha*, Senior Policy Advisor (Natural Resources), FAO will be assisting FAOR in management of this technical cooperation programme by supporting him through providing technical inputs, monitoring progress and reviewing the technical outputs while *Mr. Konda Chhava*, AFAOR Programme will also be overseeing this LoA to certify to the FAOR India that the terms of the Agreement have been satisfactorily met and that appropriate payments can be made. The lead Technical Officer from FAORAP office, Bangkok will be supporting this program by providing the technical inputs needed.

4. Entry into force and period of validity

The Agreement will enter into force upon the date of signature by the Service Provider, by FAO and will terminate on 31st December, 2021.

5. Purpose

- a) The purpose for which the funds provided by FAO under this Agreement shall be used are the following:
 - (i) **Objective:** The LoA will contribute to build and strengthen grassroot level extension mechanism on a pilot basis. This will develop the extension competencies and capacities of KVK staff/concerned officials and rural youths to deliver the extension and advisory services to the farmers, and formulate a framework for grassroots level extension for the promotion of agroforestry activities.
 - (ii) **Outputs:** The Service Provider will produce, achieve or deliver the following outputs:
 - **Output 1:** A framework for grassroot level extension mechanisms for promoting agroforestry activities

- **Output 2:** Comprehensive agroforestry extension training materials specific to the identified agroforestry produce and villages developed .
- **Output 3:** Skill upgradation and capacity building of 140 rural youths of the selected cluster and extension officials/KVK staffs for promoting the agroforestry extension activities and its training report submitted.
- **Output 4:** Handholding, monitoring, and documentation of list of rural youth trained, the best practices adopted and report submitted

(iii) Activities: The Service Provider will undertake the following activities:

Output 1: A framework for grassroot level extension mechanisms for promoting agroforestry activities.

- 1) Identification of the cluster of villages i.e., 35 in no. within the each piloting state in consultation with the State Govt. officials, KVKs, NRAA, and FAO-India for piloting the agroforestry extension mechanisms. Also, identify the agroforestry systems and species to focus in discussion with the above partners.
- 2) Study the status,potential and trends in production, processing and marketing of key agroforestry species and steps for promotion of these agroforestry produce in the seelcted villages (through literature review and online survey among key universities, forest/agriculture departments and other stakeholders) .
- 3) Identify the extension machinery needs for promoting sustainable agroforestry practices in the villages above and validate them in discussion with the above partners.
- 4) Propose a framework for grassroot level extension mechanisms for different stakeholder categories, including agroforestry field school approach, and finzalise it in consultation with the above partners.

Output 2: Comprehensive agroforestry extension training material specific to the identified agroforestry produce and villages developed.

- 1) Organize an online expert meeting including members from the State Govt. officials (forest and agricultural departments), Agricultural Universities/Research Institutions, KVKs, NRAA, ICFRE, State Forest Research Institutes, WRI-India and FAO-India to identify the contents and modality of agroforestry extension training material.
- 2) Develop agroforestry extension training modules in English. Adapt existing materials in consultation with FAO and other partners; it will focus on innovations in all relevant aspects for sustainable production, processing and marketing of key agroforestry species identified.
- 3) The module will cover each and every aspect of backward and forward linkages of the produce, i.e., Seed/planting material to the market, including entrepreneurial/business skills.
- 4) Finalize the above extension training modules in consultation with the expert members, FAO-India, NRAA and partners.
- 5) Submission of the detailed comprehensive agroforestry extension training module.

Output 3: Skill upgradation and capacity building of 140 rural youths of the selected cluster and extension officials/KVK staffs for promoting the agroforestry extension activities and its training report submitted.

- 1) Select KVK/extension staffs (in collaboration with NRAA and State partners) for the training programme in consultation with the State Government. Organize capacity-building training programme for KVK/extension staff within each piloting state for strengthening the extension mechanisms in virtual mode.
- 2) Selection of rural youths (@2 youths from every village (70 persons from each state) in collaboration with NRAA and State partners.
- 3) Organization of capacity-building training programme as required (minimum 2 of three days duration) for the rural-youths
- 4) Prepare a plan with every youth trained to help implement agroforestry extension activities in respective villages.
- 5) Finalize the training modules and refine the agroforestry field schools approach based on feedback/suggestions from the rural youths and KVK/extension staff.
- 6) Submission of its training report.

Output 4: Handholding, monitoring, and documentation of list of rural youth trained, the best practices adopted and report submitted.

- 1) Prepare extension pamphlets on nursery management, promising agroforestry models, success stories etc. and provide them to the youth trained for effective facilitation of extension activities amongst farmers and producer organizations on the ground.
 - 2) Trained Rural-youths to be encouraged for implementing the extension activities in the cluster villages and will be facilitated and monitored at each and every level.
 - 3) Monitor the progress with the plan of the trained youth and provide further support needed for implementing the extension activities in respective villages
 - 4) Obtain feedback/suggestions from the farmers'/locals trained to assess the effectiveness of the youths trained.
 - 5) Assess the feasibility for scaling up the trainings of the youth/ KVK/extension staff and farmers/producer organizations.
 - 6) Recommendations for advancing the agroforestry field school approach for scaling up agroforestry.
 - 7) Submission of report on handholding and monitoring of the rural youths trained within each piloting state for assessing the implementation at the field level.
- b) A detailed description of the Services including technical and operational requirements, budget, work plan and timeframe, performance indicators and means of verification, as well as inputs to be provided free-of-charge by the Service Provider and FAO, if any, are set out in detail in the Annex.

6. General Conditions

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

- g) The present Agreement shall be governed by general principles of law, to the exclusion of any single national system of law. General principles of law shall be deemed to include the UNIDROIT Principles of International Commercial Contracts of 2016.
- h) In providing the Services, the Service Provider shall conform to all national laws applicable to its activities and its relations to third parties, including employees. The Service Provider shall promptly correct any violations thereof and shall keep FAO informed of any conflict or problem arising in relation to national authorities. In particular, in performing the Services, the Service Provider will comply in full and without delay with all rules and regulations that are issued by national and local governments regarding quarantine, public health, and/or the holding of public events and gatherings. In case of failure to comply, FAO may cancel part of the Services, and suspend or terminate the Agreement in accordance with the provisions detailed in the section “Delays and Termination” of this Agreement. In addition, the Service Provider may not, as part of the Services described in this Agreement, arrange any international travel for individuals that are not under their employment, without the prior notification and written clearance from the FAO LoA Responsible Officer who is named below. Such notification should clearly mention the name of the traveller, reason for travel, and the origin and destination of the journey
- i) The Service Provider shall observe the highest standard of ethics in providing the Services and agrees to adhere to the UN Supplier Code of Conduct, which can be viewed at <https://www.un.org/Depts/ptd/about-us/un-supplier-code-conduct>
- j) The Service Provider confirms that it has not engaged in, nor will engage in, any corrupt, fraudulent, collusive, coercive, unethical or obstructive practices in entering into or implementing this Agreement. If FAO determines that the Service Provider has engaged in such practices, it may impose sanctions, including termination of the Agreement, as provided by FAO’s Sanctions Procedures (http://www.fao.org/fileadmin/user_upload/procurement/docs/FAO_Vendors_Sanctions_Policy_-_Procedures.pdf). In addition, information on sanctioned Service Providers and other third parties may be shared with other Intergovernmental or UN Organizations. This provision must be included in all subcontracts, sub-agreements or assignments entered into by the Service Provider under this Agreement.
- (i) For the purpose of this Agreement, the following terms shall have the following meanings:
- (ii) “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.
- (iii) “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.

- (iv) “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.
- (v) “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.
- (vi) “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/codedeconduitethique/en/>), as well as any provisions or other published requirements of doing business with FAO, including the UN Supplier Code of Conduct; and
- (vii) “Obstructive practice” is an act or omission by the Service Provider or its affiliates, successors or assigns that may prevent or hinder the work of the Investigation Unit of the FAO Office of the Inspector General.
- l) The Service Provider shall take all reasonable precautions to avoid any conflict of interest in the implementation of the Services and shall inform FAO without delay of any situation constituting or likely to entail a conflict of interest including any FAO personnel having an interest of any kind in the Service Provider’s activities.
- m) In order to enter into an agreement with FAO, the Service Provider, and any of its agents or authorized subcontractors, should not be suspended, debarred or otherwise identified as ineligible by any Intergovernmental or UN Organization, including any organization within the World Bank Group or any multi-lateral development bank, or by the institutions and bodies of economic integration organizations (e.g., the European Union). The Service Provider is required to disclose to FAO whether it, or any of its agents or authorized subcontractors, is subject to any sanction or temporary suspension imposed by any such organization or National Authority at any time during the three years prior to this Agreement or at any time throughout the execution of this Agreement. The Service Provider recognizes that a breach of this provision will entitle FAO to terminate its Agreement with the Service Provider immediately upon notice to the Service Provider, without any liability for termination charges or any other liability of any kind of FAO.
- n) Unless authorized in writing by FAO, the Service Provider shall not advertise or otherwise make public that it has a contractual relationship with FAO, nor shall the Service Provider, in any manner whatsoever use the name or emblem of FAO, or any abbreviation of the name of FAO.
- o) Any intellectual property rights including copyright, of material such as publications, software and designs, made available by the Parties to be used in implementing activities under this Agreement will remain with the originating Party. All intellectual property rights, including copyright, in the outputs produced under this Agreement are vested in FAO, including, without any limitations, the right to use, publish, translate, sell or distribute, privately or publicly, any item or part thereof. FAO hereby grants to the

Service Provider a non-exclusive royalty-free license to use, publish and distribute the outputs delivered under this Agreement for non-commercial purposes, provided that FAO is acknowledged as the source and copyright owner. Neither the Service Provider nor its personnel will communicate to any other person or entity any confidential information made known to it by FAO nor will they use this information for private or corporate advantage. This provision will survive the expiration or termination of this Agreement.

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

The Service Provider acknowledges and agrees that the provisions hereof constitute an essential term of this Agreement and that any breach of these provisions shall entitle the Organization to terminate this Agreement immediately upon notice to the Service Provider, without any liability for termination charges or any other liability of any kind.

7. Reporting and Record Maintenance Requirements

- a) The Service Provider shall submit to the Responsible Officer named in paragraph 3, the Reports listed in the Annex on the dates set forth therein, including a final report consisting of a narrative report and financial report (“Final Report”) within 30 days following the completion of the Services. The Final Report must be sufficiently detailed to allow certification of deliverables and of expenditures. The financial report shall be signed and certified as to its correctness by a duly designated representative of the Service Provider (e.g. executive officer, chief financial officer, chief accountant or similar).
- b) The Service Provider shall keep accurate financial records and maintain supporting documentation showing the utilization of inputs and funds under this Agreement and any other documentation related to the Services for a period of five years following termination or expiry of the Agreement, during which period FAO, or a person designated by FAO, or the relevant auditing authority (e.g. national audit office) shall have the right, at any time, to conduct reviews and/or audits relating to any aspect of this Agreement. The Service Provider shall provide its full and timely cooperation with any such review or audit. Full and timely cooperation shall include, but not be limited to, making available employees or agents and granting to FAO or other designated person or relevant authority, access at reasonable times and conditions to the Service Provider’s premises or other sites where documentation related to this Agreement is kept or activities related to this Agreement are carried out.

8. Delays and Termination

- a) The Agreement shall enter into force upon signature by both Parties and shall remain in force until the Services have been satisfactorily provided or until otherwise terminated in accordance with the provisions herein.
- b) The Service Provider will carry out the Services in accordance with the work plan and within the timeframe set forth in the Annex and shall notify FAO of any delays that will prevent delivery of the Services in accordance with the work plan and within the timeframe set forth in the Annex.
- c) FAO may suspend or cancel all or part of this Agreement, obtain the Services elsewhere and make corresponding adjustments to any payments that may be due to the Service Provider, if the Service Provider fails to make delivery, or perform to a standard considered acceptable to FAO. Subject to consultation with the Service Provider, the determination of FAO, relating to this provision, shall be binding.
- d) If at any time during the course of this Agreement it becomes impossible for the parties to perform any of their obligations for reasons of Force Majeure, that party shall promptly

notify the other in writing of the existence of such Force Majeure. The party giving notice is thereby relieved from such obligations as long as Force Majeure persists. For the purpose of this Agreement, the term “Force Majeure” shall mean any unforeseeable exceptional situation or event beyond the Parties' control which prevents either of them from fulfilling any of their obligations under this Agreement, was not attributable to error or negligence on their part (or of their personnel, agents, or other representatives, or authorized subcontractors), and proves insurmountable in spite of all due diligence.

- e) FAO shall have the right to terminate this Agreement, by written notice to this effect, if it considers that continued implementation of the Agreement is impossible or impractical:
 - (i) for unforeseen causes beyond the control of FAO;
 - (ii) in the event of a default or delay on the part of the Service Provider after written notice by FAO which provides a reasonable period to remedy the default or delay.
- f) In the event of termination as per 8e) above, the following shall apply:
 - (i) termination for unforeseen causes beyond its control, FAO shall complete all payments for expenses which have been incurred by the Service Provider up to the effective date of termination.
 - (ii) termination due to the Service Provider’s default or delay, the Service Provider shall refund to FAO any payment already received in respect of Services that have not been performed to a standard considered acceptable to FAO.
- g) FAO shall have the right to terminate this Agreement, by written notice to this effect, if FAO establishes in accordance with its administrative procedures:
 - (i) irregularities, including any corrupt, fraudulent, collusive, coercive, unethical or obstructive practices in paragraphs 6i)-p) on the part of the Service Provider in relation to this Agreement; or
 - (ii) a breach of the reporting requirements in paragraph 7 above.
- h) In the event of termination as per g) above, the Service Provider shall refund to FAO all payments that were made on the basis of the irregularity or corrupt, fraudulent, collusive, coercive, unethical or obstructive practices, or as otherwise determined by FAO to be equitable and take other action as deemed appropriate by FAO.

9. Terms of Payment

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

- (i) 1st payment not to exceed INR 4,35,875.00 (Rupees Four Lakhs Thirty-Five Thousand Eight Hundred Seventy-Five), (25%) upon signature of the present Agreement and receipt of a written request to release advance payment;
- (ii) 2nd payment not to exceed INR 4,35,875.00 (Rupees Four Lakhs Thirty-Five Thousand Eight Hundred Seventy-Five), (25%) upon acceptance by FAO of the deliverable(s) or on the date indicated in the Work plan/Timeframe in the Annex;
- Cluster villages identified along with agroforestry systems and species; and a framework for grassroot level extension mechanisms for different stakeholder categories, including agroforestry field school approach. To be submitted by 15th July, 2021.
 - Detailed comprehensive agroforestry extension training module specific to the identified agroforestry produce and selected villages, documented. To be submitted by 31st July, 2021.
- (iii) 3rd payment not to exceed INR 5,23,050.00 (Rupees Five Lakhs Twenty-Three Thousand Fifty Rupees) (30%) upon acceptance by FAO of the deliverable(s) or on the date indicated in the Work plan/Timeframe in the Annex;
- Skill upgradation and capacity building of 140 rural youths of the selected cluster and extension officials/KVK staffs for promoting the agroforestry extension activities and its training report. To be submitted by 30th September, 2021.
 - Handholding, monitoring, and documentation of list of rural youth trained, the best practices adopted, feasibility for scaling up the trainings of the youth/ KVK/extension staff and farmers/producer organizations, recommendations for advancing the agroforestry field school approach for scaling up agroforestry- report. To be submitted by 15th November, 2021.
- (iv) Final payment not to exceed INR 3,48,700.00 (Rupees Three Lakhs Forty-Eight Thousand Seven Hundred) (20%) upon acceptance by FAO of the Final narrative report outlining the completion of implementation of activities and delivery of *following four outputs*; along with the final financial report, as mentioned under paragraph 7a) above. To be submitted by 31st December, 2021.
- Output 1: A framework for grassroot level extension mechanisms for promoting agroforestry activities
 - Output 2: Comprehensive agroforestry extension training materials specific to the identified agroforestry produce and villages developed .
 - Output 3: Skill upgradation and capacity building of 140 rural youths of the selected cluster and extension officials/KVK staffs for promoting the agroforestry extension activities and its training report submitted.
 - Output 4: Handholding, monitoring, and documentation of list of rural youth trained, the best practices adopted and report submitted.

- b) The payments will be made in the currency stated in paragraph 1, in accordance with the detailed banking instructions provided by the Service Provider and defined in para 2.
- c) The Service Provider shall submit each request for payment to the address indicated below:

Mr. Tomio Shichiri, FAO Representative for India, 55, Lodi Estate,
New Delhi – 110 003, India, Phone: +91-11-46532201, email: tomio.shichiri@fao.org

- d) FAO enjoys certain privileges and immunities which include exemption from payment of Value Added Tax ("VAT" or "IVA"), customs duties and importation restrictions.
- e) If the Service Provider fails to submit the Final Report mentioned in 7a) above no later than 30 days following completion, expiry or termination of this Agreement, FAO may, after provision of due notice of the default, terminate this Agreement without making the final payment.

10. Settlement of Disputes

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

11. Amendments

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

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

Signature : 

Date : 13 April 2021

Name: Tomio Shichiri
Title: FAO Representative in India

Signed on behalf of the ICAR - Central Agroforestry Research Institute (CAFRI)

Signature : _____

Date : _____

Name: Dr. A. Arunachalam
Title: Director, ICAR- Central Agroforestry Research Institute (CAFRI)

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

ANNEX 1

TERMS OF AGREEMENT

1. Background

Agroforestry as a sustainable land use system has the potential to diversify and sustain food production and play a pivotal role in social and economic upliftment of farmers. FAO has always taken a lead role in urging its member states to integrate agroforestry into the national agricultural policy framework and has been taking efforts in this direction. The Technical Cooperation Project to support implementation of National Agroforestry policy of India is one such initiative with an aim to supplement the efforts of Ministry of Agriculture and Farmers' Welfare in effective implementation of the policy. Though India was the first country to adopt a National Agroforestry Policy, several bottlenecks exist in its implementation. A weak extension mechanism is a major hindrance to the effective promotion of agroforestry in the country. It is envisaged that developing grassroots level extension mechanism is a viable option for stimulating agroforestry activities, thereby augmenting the economic and environmental resilience of the farming systems.

This LoA will try to address and contribute to build and strengthen grassroots level extension mechanism for taking agroforestry to the last mile. Though agroforestry is an age-old practice, efforts to mainstream it are fairly recent. This calls for critically analysing the existing extension mechanisms and documenting the good practices in agroforestry extension. Involving rural youths in delivering extension services and moulding them to be the future ambassadors of agroforestry can play a pivotal role in upscaling agroforestry practices across the country. Hence, emphasis should be given on building their competencies through training and capacity building which is an important objective of this LoA.

A critical assessment of the core competencies of the agroforestry extension professionals (Agroforestry/forestry/ horticulture subject matter specialists of KVKs) will help to understand whether they are playing relevant and complimentary roles that enhance the capacity of farmers to apply relevant, new and appropriate knowledge in agroforestry. Further, identifying their training needs and providing a need-based training will be more effective in strengthening their existing capabilities. Without an operational policy framework that covers both enforcement and education, issues around piloting grassroots level extension mechanism are not going to be addressed effectively. Hence, formulation and design of a robust extension framework for disseminating agroforestry practices plays a crucial role in this regard. This will encourage farmers to adopt agroforestry and reduce the dependence on natural forests, enhance the tree cover and increased wood production to meet the growing demands in India. Thus, the objectives of this LoA and the expected outputs will significantly contribute to the overall objectives of the Technical Cooperation Programme of increased income of small and marginal farmers, enhanced tree cover and wood production.

2. Terms of Reference

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

Objective: The LoA will contribute to build and strengthen grassroots level extension mechanism on a pilot basis. This will develop the extension competencies and capacities of KVK staff/concerned officials and rural youths to deliver the extension and advisory services to the farmers, and formulate a framework for grassroots level extension for the promotion of agroforestry activities.

- Output 1: A framework for grassroots level extension mechanisms for promoting agroforestry activities
- Output 2: Comprehensive agroforestry extension training materials specific to the identified agroforestry produce and villages developed .
- Output 3: Skill upgradation and capacity building of 140 rural youths of the selected cluster and extension officials/KVK staffs for promoting the agroforestry extension activities and its training report submitted.
- Output 4: Handholding, monitoring, and documentation of list of rural youth trained, the best practices adopted and report submitted.

2.2. Description of Services

The Service Provider will undertake the following activities:

Output 1: A framework for grassroots level extension mechanisms for promoting agroforestry activities

- 1) Identification of the cluster of villages i.e., 35 in no. within the each piloting state in consultation with the State Govt. officials, KVKs, NRAA, and FAO-India for piloting the agroforestry extension mechanisms. Also, identify the agroforestry systems and species to focus in discussion with the above partners.
- 2) Study the status, potential and trends in production, processing and marketing of key agroforestry species and steps for promotion of these agroforestry produce in the selected villages (through literature review and online survey among key universities, forest/agriculture departments and other stakeholders) .
- 3) Identify the extension machinery needs for promoting sustainable agroforestry practices in the villages above and validate them in discussion with the above partners.
- 4) Propose a framework for grassroots level extension mechanisms for different stakeholder categories, including agroforestry field school approach, and finalize it in consultation with the above partners.

Output 2: Comprehensive agroforestry extension training material specific to the identified agroforestry produce and villages developed.

- 1) Organize an online expert meeting including members from the State Govt. officials (forest and agricultural departments), Agricultural Universities/Research Institutions, KVKs, NRAA, ICFRE, State Forest Research Institutes, WRI-India and FAO-India to identify the contents and modality of agroforestry extension training material.

- 2) Develop agroforestry extension training modules in English. Adapt existing materials in consultation with FAO and other partners; it will focus on innovations in all relevant aspects for sustainable production, processing and marketing of key agroforestry species identified.
- 3) The module will cover each and every aspect of backward and forward linkages of the produce, i.e., Seed/planting material to the market, including entrepreneurial/business skills.
- 4) Finalize the above extension training modules in consultation with the expert members, FAO-India, NRAA and partners.
- 5) Submission of the detailed comprehensive agroforestry extension training module.

Output 3: Skill upgradation and capacity building of 140 rural youths of the selected cluster and extension officials/KVK staffs for promoting the agroforestry extension activities and its training report submitted.

- 1) Select KVK/extension staffs (in collaboration with NRAA and State partners) for the training programme in consultation with the State Government. Organize capacity-building training programme for KVK/extension staff within each piloting state for strengthening the extension mechanisms in virtual mode.
- 2) Selection of rural youths (@2 youths from every village (70 persons from each state) in collaboration with NRAA and State partners.
- 3) Organization of capacity-building training programme as required (minimum 2 of three days duration) for the rural-youths
- 4) Prepare a plan with every youth trained to help implement agroforestry extension activities in respective villages.
- 5) Finalize the training modules and refine the agroforestry field schools approach based on feedback/suggestions from the rural youths and KVK/extension staff.
- 6) Submission of its training report.

Output 4: Handholding, monitoring, and documentation of list of rural youth trained, the best practices adopted and report submitted.

- 1) Prepare extension pamphlets on nursery management, promising agroforestry models, success stories etc. and provide them to the youth trained for effective facilitation of extension activities amongst farmers and producer organizations on the ground.
- 2) Trained Rural-youths to be encouraged for implementing the extension activities in the cluster villages and will be facilitated and monitored at each and every level.
- 3) Monitor the progress with the plan of the trained youth and provide further support needed for implementing the extension activities in respective villages
- 4) Obtain feedback/suggestions from the farmers'/locals trained to assess the effectiveness of the youths trained.
- 5) Assess the feasibility for scaling up the trainings of the youth/ KVK/extension staff and farmers/producer organizations.
- 6) Recommendations for advancing the agroforestry field school approach for scaling up agroforestry.

- 7) Submission of report on handholding and monitoring of the rural youths trained within each piloting state for assessing the implementation at the field level.

2.3. Workplan and Timeframe (Duration)

The project is to be completed by 31st December, 2021, in accordance with the following timeframe as shown in the Gantt Chart below.

S. No.	Outputs/Activities	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
1.	Selection of the cluster of villages (each cluster will have 35 villages) within the piloting states for promoting the agro-forestry extension activities, alongwith agroforestry systems and species		■							
2.	Study the status, potential and trends in production, processing and marketing of key agroforestry species and key barriers in promoting agroforestry in the villages selected		■	■						
3.	Detailed comprehensive agro-forestry extension training module specific to the identified agro-forestry produce and selected villages, documented and submitted				■					
4.	Selection of KVK/extension staffs and rural youths			■						
5.	Skill upgradation and capacity building of 140 rural youths of the selected cluster and extension officials/KVK staffs for promoting the agro-forestry extension activities, including its training report.					■	■			
6.	Handholding, monitoring, and documentation of list of rural youth trained, the best practices adopted and report submitted.						■	■	■	
7.	Submission and discussion on draft report to FAO								■	
8.	Submission of final narrative report to FAO									■
9.	Submission of final financial statement to FAO									■

* Note : The mode of delivery may change depending upon the situation at that particular time, w.r.t. the current COVID-19 pandemic. It may be organized on a virtual mode.

2.4 Monitoring Mechanisms and Reporting Requirements

- a. On behalf of FAO, the FAO-India country office in close collaboration with the project technical experts will manage and monitor the proper implementation of the activities and ensure that the deliverables are satisfactory as per the agreement.

b. Role of NRAA

Agroforestry plays a vital role in the rainfed ecosystems by providing numerous tangible & intangible benefits. The Department of Agriculture Cooperation & Farmers' Welfare formulated the National Agroforestry Policy in 2014, which was subsequently approved by the Union Cabinet. Agroforestry has also been considered as one of the important interventions for doubling of farmers' income in the DFI strategy. The Ministry of Agriculture & Farmers' Welfare has been mandated to implement the policy recommendations. NRAA is committed to reorienting the agricultural policies and programmes and realizes that trees have very important role in imparting resilience to rainfed agriculture besides enabling farmers to generate the additional incomes. In this context, NRAA aims to support implementation of National Agroforestry Policy (NAP) by enhancing tree cover & production of wood.”

NRAA will support in providing the technical inputs regarding to the agroforestry extensions developed within the piloting states of Uttar Pradesh and Karnataka. NRAA will support in channelizing the communications with the Ministry as well as with the State Govt. officials in the piloting states. A project steering committee will also be formulated by NRAA for overall monitoring and supervision of the project activities. Furthermore, NRAA, will also oversee the coordination of the LoA activities/work plan, review the delivery of outputs in close coordination with FAO as indicated in the table below:

S. No.	Output(s)	Verifying Authority
1.	A framework for grassroot level extension mechanisms for promoting agroforestry activities	NRAA/FAO
2.	Comprehensive agroforestry extension training materials specific to the identified agroforestry produce and villages developed	NRAA/FAO
3.	Skill upgradation and capacity building of 140 rural youths of the selected cluster and extension officials/KVK staffs for promoting the agroforestry extension activities and its training report submitted.	NRAA/FAO
4.	Handholding, monitoring, and documentation of list of rural youth trained, the best practices adopted and report submitted.	NRAA/FAO

1. Based on the workflow and the timeline, within the 60 days of signing the LoA, detailed plan will be submitted. Reports and formats will be finalized as part of the project plan. These include the programme component information field visit information of the staff, work done reports of the staff, so on so forth.
 2. Quarterly progress report shall be submitted before 10th of the succeeding month based on the proposed timeline. Further, ICAR - Central Agroforestry Research Institute (CAFRI) will submit the progress reports, final narrative report along with financial report to FAO as indicated in the section for Terms of Payment of the LoA.
 3. As per the indicator and means of verification, necessary documents shall be submitted on regular basis.
 4. Monthly conference call shall also be conducted to appraise the performance.
 5. A six-monthly field visit by NRAA/FAO to officials to oversee the progress.
- c. **Project Steering Committee:** A high powered project management committee shall be formed to ensure quality and smooth programme implementation. The committee shall be headed by CEO, NRAA with representation from FAO, NRAA, ICAR - Central Agroforestry Research Institute (CAFRI), and State Govt. A project level committee will be constituted to oversee day to day activities of the project under the chairmanship of Technical Expert/ Sr. Technical Consultant (Forestry)/ Sr. Technical Consultant (Agri./Horti.), NRAA. Apart from the representation from the State Govt. and service provider, representation from Gram Panchayat/Panchayat Samiti of the programme cluster shall also be invited.
- d. Implementation of this Agreement will be monitored by *Mr. Tomio Shichiri*, FAO representative of India, 55, Lodi Estate, New Delhi – 110 003. The SP will be expected to provide regular feedback on progress via Skype and email. The SP will provide to FAO the following deliverables (all in English):

For the release of the 1st payment (25%):

- Signature of the present agreement and submission of a written request to release the advance payment.

For the release of the 2nd payment (25%):

- Cluster villages identified alongwith agroforestry systems and species; and a framework for grassroot level extension mechanisms for different stakeholder categories, including agroforestry field school approach. To be submitted by 15th July, 2021.
- Detailed comprehensive agroforestry extension training module specific to the identified agroforestry produce and selected villages, documented. To be submitted by 31st July, 2021.

For the release of the 3rd payment (30%):

- Skill upgradation and capacity building of 140 rural youths of the selected cluster and extension officials/KVK staffs for promoting the agroforestry extension activities and its training report. To be submitted by 30th September, 2021.
- Handholding, monitoring, and documentation of list of rural youth trained, the best practices adopted, feasibility for scaling up the trainings of the youth/ KVK/extension staff and farmers/producer organizations, recommendations for advancing the agroforestry field school approach for scaling up agroforestry- report. To be submitted by 15th November, 2021.

For the release of the final payment (20%):

Submission of the final narrative report outlining the completion of implementation of all activities and delivery of following four outputs along with the final financial report. To be submitted by 31st December, 2021.

- **Output 1:** A framework for grassroot level extension mechanisms for promoting agroforestry activities
- **Output 2:** Comprehensive agroforestry extension training materials specific to the identified agroforestry produce and villages developed .
- **Output 3:** Skill upgradation and capacity building of 140 rural youths of the selected cluster and extension officials/KVK staffs for promoting the agroforestry extension activities and its training report submitted.
- **Output 4:** Handholding, monitoring, and documentation of list of rural youth trained, the best practices adopted and report submitted.

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

The SP will provide administrative and secretarial support, use of the infrastructure and facilities including the premises, library's physical and digital resources including databases and software, computer and other IT enabled services, other equipment's for the activities under this LoA.

Timing of Inputs: The inputs will be provided throughout the duration of LoA.

4. Inputs to be provided in kind by FAO

The experts in the agroforestry area from FAO will be providing the necessary guidance at various stages of the project. The FAO will assist the SP by way of necessary directions for ensuring compliance with the specific procedural requirements as laid out by the organization. Necessary consultations will be facilitated with the experts from FAO in order to bring clarity on certain aspects as the implementation of the study unfolds.

Timing of Inputs:

FAO will provide the inputs noted in 4 above, throughout the duration of the Agreement.

5. Detailed budget

S. No.	Item Description	Unit of Measurement	Unit Cost (INR)	Quantity (No. of Units)	Total Cost (INR)
1.	Human Resources				
1.1.	Project Associate/Young Professional (Agro-forestry)	Months	35,000	9 Months	3,15,000
1.2.	Consultant (Agroforestry/ Extension)	Days	10,000	30 Days	3,00,000
1.3.	Honorarium to Technical Experts	Days	5,000	30 Days	1,50,000
Total Cost of Human Resources					7,65,000
2.	Organising Trainings/Capacity Building Programmes/Consultation Meetings	Numbers	50,000	5 Nos.	2,50,000
3.	Operational Costs (including travel & accommodation and other logistics)				
3.1.	Travel Cost for experts (including local field visits)	Visits by 3 experts per training	50,000	4 trainings	2,00,000
3.2.	Accommodation & other incidental expenses	Stay+ DA arrangements for 3 experts for 4 nights per training; incidental charges	40000	4 trainings	1,60,000
3.3.	Other Logistics (publication of pamphlets/ manuals, posters, training materials, trainees field visit, etc.) and Contingency/Miscellaneous expenses including stationeries, digital media flash, data/communication charges, outreach, hiring of digital media, audio/video facilities, etc.)	-			2,10,000
Total Operational Costs					5,70,000
Total of 1, 2 and 3					15,85,000
5.	Overhead Cost	@10%			1,58,500
Overall Total Cost					17,43,500
6.	GST – 0% (Being FAO assignment)				<u>0</u>
7.	FAO maximum financial liability				<u>17,43,500</u>

6. Responsible Officer

Mr. Tomio Shichiri, FAO representative of India, 55, Lodi Estate, New Delhi – 110003, email: tomio.shichiri@fao.org is designated the officer responsible for the management of this Agreement (“Responsible Officer”) on behalf of FAO. *Mr. R B Sinha*, Senior Policy Advisor (Natural Resources), FAO will be assisting FAOR in management of this technical cooperation programme by supporting him through providing technical inputs, monitoring progress and reviewing the technical outputs while *Mr. Konda Chhava*, AFAOR Programme will also be overseeing this LoA to certify to the FAOR India that the terms of the Agreement have been satisfactorily met and that appropriate payments can be made. The lead Technical Officer from FAORAP office, Bangkok will be supporting this program by internationally recognised parameters and reviewing the technical outputs.

7. Reimbursements

The SP will reimburse any overpayments that may have been effected or return and which may remain after completion of the services.

8. Any other relevant Information NA