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Excellency:

I have the honor to refer to Your Excellency's Note dated 29 March 1985, the text of which is quoted hereunder:

"I have the honor to refer to the negotiations held in Manila between our two Governments on 2/3 August 1984 (item 3.1.2 of the Summary Record of Discussions) and to propose on behalf of the Government of the Federal Republic of Germany that, in pursuance of the Agreement of 7 September 1971 between our two Governments regarding Technical Cooperation and in continuation of the Arrangement of 12 December 1980/14 September 1981, the following Arrangement concerning the project "Timber Stand Improvement" be concluded for the period from 1 June 1985 to 31 May 1988.

1. The Government of the Federal Republic of Germany and the Government of the Republic of the Philippines shall continue their co-operation in implementing Timber Stand Improvement (TSI) measures begun in 1982 for a further period of three years beginning 1 June 1985 and ending 31 May 1988. The tasks of the project are:

a) to introduce proven TSI measures nation-wide by

- carrying on basic research and planning activities,

- capacitating the Bureau of Forest Development (BFD) and the forest concession holders through the instruction and training of personnel,

- carrying them out in selected wood-land areas.

b) The purpose of promoting the Philippine BFD is to increase and sustain timber yield in secondary dipterocarpecea forests.

The BFD shall co-operate closely with the forest concession holders and the national forest research institutes in the implementation of the project tasks.

2. The Government of the Federal Republic of Germany shall make the following contributions to the project:

1) It shall

a) second the following experts as advisers:

- one expert on tropical forest cultivation and project management, as head of team, for up to 36 man/months,

- one expert on tropical forest cultivation techniques and forest yield science, for up to 38 man/months,

- one expert on forest exploitation and logging, for up to 24 man/months,

- short-term experts and consultants to deal with special problems, particularly in the fields of

-- timber logging and utilization,

-- project evaluation,

for up to 4 man/months;

b) supply technical material, machinery, means of transport and implements as required for the implementation of the project, probably including

- four official vehicles,
- forest tools and surveying equipment,
- office equipment, including one photocopier;

c) be entitled to second project assistants for training purposes for up to 24 man/months.

2) It is prepared to provide, outside the project, basic and further training in the Federal Republic of Germany or in third countries for up to two Philippine experts, who shall be employed on the project upon their return.

3) It is also prepared to meet the cost of

- a) accommodation for the seconded experts and their families, in so far as such cost is not borne by the seconded experts themselves;
- b) official travel by the seconded experts within and outside the Republic of the Philippines;
- c) transport and insurance of the material referred to in sub-paragraph 1 (b) above as far as the project site.

3. The Government of the Republic of the Philippines shall make the following contributions to the project:

1) It shall

a) provide sufficient technical, administrative and auxiliary personnel as required for the implementation of the project, including in particular.

- one qualified forestry expert to act as Philippine project manager and counterpart to the German head of team,
- two forestry experts as counterparts to the German experts,
- four forestry experts as counterparts in the regional key areas, as well as ten to fifteen forester's assistants and four drivers,
- one typist,
- two drivers;

b) make available or meet the cost of

- building and offices
- forest tools;

c) meet, within the scope of given possibilities, fuel, maintenance, servicing and insurance costs in respect of the official vehicles and other facilities operated in the project areas;

d) release forestry experts from their duties to attend special further-training courses organized within the framework of the project and assume the ensuing personnel expenses as well as travel, board and lodging costs;

e) release the seconded experts from their duties to attend courses, seminars and congresses.

2) It shall

- a) equip the outstations of the project with sufficient expendable materials, vehicles, funds and qualified personnel;
- b) establish or arrange contacts with forest research institutes and the College of Forestry of the University of the Philippines, in which training activities are carried out, in order to propagate the extension guidelines drawn up;
- c) carry out detailed budgetary planning for all project activities in order to make possible the subsequent transfer of the project.

4. 1) The seconded experts and their counterparts shall have the following tasks:

- a) collaborate in planning, organizing and controlling nation-wide TSI measures at the Timber Management Division of the BFD;
- b) plan, organize and provide advisory assistance in the implementation of TSI measures in four typical key areas, including the organization in situ of a Philippine training programme for selected forestry staff of the BFD;
- c) carry out growth tests in permanent experimental plots and prepare studies on timber exploitation, logging and utilization; maintain scientific contacts with the Forest Research Institute and the College of Forestry of the University of the Philippines.
- d) Disseminate the new data among the forestry, research and university sectors.

2) The seconded experts shall, within the scope of the tasks referred to in sub-paragraph 1 above, be responsible to and under the professional authority of the BFD director, in so far as this does not affect their contractual relations with their German employer.

5. The material supplied for the project on behalf of the Government of the Federal Republic of Germany shall become the property of the Republic of the Philippines upon arrival in the port of discharge; the material shall be at the unrestricted disposal of the assisted project and the seconded experts for the fulfillment of their tasks.

6. 1) The Government of the Federal Republic of Germany shall charge the Deutsche Gesellschaft für Technische Zusammenarbeit (GTZ) GmbH, 6236 Eschborn 1, with the implementation of its contributions.

2) The Government of the Republic of the Philippines shall charge the Bureau of Forest Development, Central Office, Quezon City, with the implementation of the project.

3) The agencies pursuant to sub-paragraphs 1 and 2 above shall jointly agree on details of the implementation of the project in a plan of operations, adapting them as necessary in line with the progress of the project.

7. In all other respects the provisions of the aforementioned Arrangement of 12 December 1980/14 September 1981 and the Agreement of 7 September 1971 including the Berlin clause (Article 9), shall apply to the present Arrangement.

If the Government of the Republic of the Philippines agrees to the proposals contained in paragraphs 1 to 7 above, this Note and Your Excellency's Note in reply thereto expressing your Government's agreement shall constitute an Arrangement between our two Governments, to enter into force on the date of your Note In reply. Accept, Excellency, the renewed assurances of my highest consideration."

I have the honor to inform You Excellency that my Government agrees to the proposal contained in paragraphs 1 to 7 quoted above, and that Your Excellency's Note and this Note shall constitute an Arrangement between our two Governments, to take effect on the date of this reply.

Accept, Excellency, the renewed assurances of my highest consideration.

(Sgd.) PACIFICO A. CASTRO
Acting Minister for Foreign Affairs

His Excellency

Dr. Klaus Zeller

Ambassador of the Federal Republic of Germany

5th Floor, Citibank Center Bldg.,

Paseo de Roxas, Makati,

Metro Manila

COURTESY TRANSLATION

Manila, 29 March 1985

Excellency,

I have the honour to refer to the negotiations held in Manila between our two Governments on 2/3 August 1984 (item 3.1.2 of the Summary Record of Discussions) and to propose on behalf of the Government of the Federal Republic of Germany that, in pursuance of the Agreement of 7 September 1971 between our two Governments regarding Technical Co-operation and in continuation of the Arrangement of 12 December 1980/14 September 1981, the following Arrangement concerning the project "Timber Stand Improvement" be concluded for the period from 1 June 1985 to 31 May 1988.

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The tasks of the project are

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- capacitating the Bureau of Forest Development (BFD) and the forest concession holders through the instruction and training of personnel,

- carrying them out in selected wood-land areas.

(b) The purpose of promoting the Philippine BFD is to increase and sustain timber yield in secondary dipterocarpaceas forests.

The BFD shall co-operate closely with the forest concession holders and the national forest research institutes in the implementation of the project tasks.

2. The Government of the Federal Republic of Germany shall make the following contributions to the project:

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 - timber logging and utilization,
 - project evaluation,
- for up to 4 man/months;

(b) supply technical material, machinery, means of transport and implements as required for the implementation of the project, probably including

- four official vehicles,
- forest tools and surveying equipment,
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(2) It is prepared to provide, outside the project, basic and further training in the Federal Republic of Germany or in third countries for up to two Philippine experts, who shall be employed on the project upon their return.

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- (a) accommodation for the seconded experts and their families, in so far as such cost is not borne by the seconded experts themselves;
 - (b) official travel by the seconded experts within and outside the Republic of the Philippines;
 - (c) transport and insurance of the materials referred to in sub-paragraph 1
- (b) above as far as the project site.

3. The Government of the Federal Republic of Germany shall make the following contributions to the project:

(1) It shall

(a) provide sufficient technical, administrative and auxiliary personnel as required for the implementation of the project, including in particular

- one qualified forestry expert to act as Philippine project manager and counterpart to the German head of team,
- two forestry experts as counterparts to the German experts,
- four forestry experts as counterparts in the regional key areas, as well as ten to fifteen forester's assistants and four drivers,
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(b) make available or meet the cost of

- buildings and offices,
- forest tools;

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(d) release forestry experts from their duties to attend special further-training courses organized within the framework of the project and assume the ensuing personnel expenses as well as travel, board and lodging costs;

(e) release the seconded experts from their duties to attend courses, seminars and congresses.

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- (b) establish or arrange contacts with forest research institutes and the College of Forestry of the University of the Philippines, in which training activities are carried out, in order to propagate the extension guidelines drawn up;
- (c) carry out detailed budgetary planning for all project activities in order to make possible the subsequent transfer of the project.

4. (1) The seconded experts and their counterparts shall have the following tasks:

- (a) collaborate in planning, organizing and controlling nationwide TSI measures at the Timber Management Division of The BFD;
- (b) plan, organize and provide advisory assistance in the implementation of TSI measures in four typical key areas, including the organization in situ of a Philippine training programme for selected forestry staff of the BFD;
- (c) carry out growth tests in permanent experimental plots and prepare studies on timber exploitation, logging and utilization; maintain scientific contacts with the Forest Research Institute and the College of Forestry of the University of the Philippines;
- (d) disseminate the new data among the forestry, research and university sectors.

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Accept, Excellency, the assurance of my highest consideration.

(Sgd.)

His Excellency
Pacifico A. Castro
Acting Minister for Foreign Affairs
of the Republic of the Philippines
Manila

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