

PROJECT AGREEMENT BETWEEN THE GOVERNMENT OF THE PHILIPPINES AND THE GOVERNMENT OF DENMARK ON THE WATERSHED MANAGEMENT STRATEGY AND PROGRAM PHASE I AND II OF THE WATER RESOURCES ...

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The Government of Denmark has committed to support by way of grant the implementation of the Watershed Management Study Phase I and II of the Water Resources Development Project of the Republic of the Philippines in the amount of DKK7.2 million.

The terms and conditions of the grant are as follows:

ARTICLE I

DEFINITIONS

For the purpose of this Agreement, unless otherwise stated, the terms listed below mean the following:

1.1 "Competent Authorities" mean in the case of the Government of Denmark, the Ministry of Foreign Affairs, the Danish International Development Assistance (Danida), and in the case of the Government of the Philippines, the National Economic and Development Authority (NEDA), or, for both Parties, any other authority empowered to perform the functions presently exercised by the said authorities.

1.2 The "Consultant" means COWI Consult, Denmark. Danida shall engage the Consultant to perform the services covered in Annex 3 of the World Bank Staff Appraisal Report (SAR) dated October 10, 1996, including any later mutually agreed changes.

1.3 The "Project" means the Watershed Management Strategy and Program Phase I and II of the Water Resources Development Project (WRDP).

1.4 The "DENR" means the Department of Environment and Natural Resources.

ARTICLE 2

OBJECTIVE OF THE PROJECT

The overall development objective of the Project is to formulate a national watershed management strategy and a long-term program of investments for the sustainable management of watersheds, particularly those considered critical, and recommend appropriate policies, and legislative and institutional measures, to implement the strategy and investment program.

The specific objectives of the Project would be to recommend a package that will help:

2.1 Establish a sound policy and legislative basis for watershed management in the country;

2.2 Institutionalize an effective and responsive administrative machinery and procedures for watershed management and protection;

2.3 Minimize and control soil erosion and improve water yield and quality;

2.4 Promote compatible land uses and enhance productivity;

2.5 Enhance economic opportunities for and environmental consciousness of watershed communities; and

2.6 Establish a National Watershed Information System in the DENR.

ARTICLE 3

OUTPUT OF THE PROJECT

In order to achieve the immediate objectives, the Project aims at producing the following:

3.1 Criteria for selection of watersheds and list of priority watersheds to be managed

3.2 Review of existing policy and legal framework on watershed management as well as other watershed programs and projects including procedures for preparation of watershed management plans

3.3 Review of the institutional responsibilities and capabilities of different government agencies involved in various aspects of water and soil management

3.4 National strategy for watershed management specifying the policy and legislative framework required, respective roles of different government agencies, NGOs and local communities and the institutional coordination mechanism and the types of interventions which have the best potential for sustainability;

3.5 A long term program of investments for watersheds to be managed including an institutional strengthening program

3.6 Establish a National Watershed Information System (NWIS) for effective monitoring and evaluation of both biophysical and socio-economic aspects of watershed management programs

ARTICLE 4

PROJECT DOCUMENT

The WB Staff Appraisal Report (SAR) is attached as Annex A. The WB Staff Appraisal Report will be reviewed and updated in connection with joint project reviews. Changes in the Project Document are subject to the approval of the National Economic and Development Authority and the appropriate Danish authorities.

ARTICLE 5

OBLIGATION OF THE GOVERNMENT OF THE PHILIPPINES

Under this Agreement the Government of the Philippines shall make provisions for the Project as follows:

5.1 Make available to the Project counterpart technical, administrative and management staff totaling 61 person months

5.2 Office space, furniture and other fixtures

5.3 Use of other facilities (i.e., communication, transport etc.)

5.4 Counterpart funds in cash for operations of the Project Management Office (PMO) as follows:

Item

(In Million Pesos)

Personnel Services

.45

Maintenance and Other Operating Expenses

1.24

Total

1.69

5.5 Promptly inform Danida of any condition which interferes or threatens to interfere with the successful implementation of the project.

5.6 Give its advice on all sketches, drawings, reports, recommendations and other matters properly referred to it for advice by Danida within a reasonable time in order not to delay or disrupt the execution of the services or the works.

5.7 Ensure funds for the payment of all other expenses required for the establishment and operation of the Project which are not mentioned as items to be provided by the Government of Denmark.

ARTICLE 6

ITEMS TO BE PROVIDED BY THE GOVERNMENT OF DENMARK

The Government of Denmark shall provide the following items :

(In Million DKK)

Technical assistance

6.5

Operational Costs

0.7

Total

7.2

Any proposal for additional components or for reallocation between components shall be subject to approval by both Parties.

ARTICLE 7

SHIPMENT

All shipments covered by this Agreement will be in keeping with the principle of free circulation on ships in international trade in free and fair competition.

ARTICLE 8

IMPORTATION, IMPORT AND OTHER PUBLIC CHARGES

The Government of the Philippines shall secure a timely importation and clearance through customs of goods covered by this Agreement, which include lists of materials to be imported by contractor according to specification in the Works Contract. The Parties shall ensure that the Danish grant is not used for payment of any import duty, tax, national or other public charge such as import surcharges, duties to compensate for domestic insurance of payments, licenses or import licenses for all equipment, materials, supplies and spare parts supplied

by Denmark to the activities agreed upon, whether imported or purchased within the Philippines.

ARTICLE 9

STATUS OF EXPATRIATE PERSONNEL

9.1 The Government of the Philippines will make provision for the exemption of officers from

9.1.1 all taxes in respect of any emolument paid to them from Danish sources;

9.1.2 all duties and taxes imposed on the import and export of new as well as used household goods and personal effects imported by the advisers and their families for their exclusive use within 6 months after their arrival subject to re-export on completion of tour of services or payment of duties and taxes if sold locally.

9.1.3 all duties and taxes imposed on the import and export of a motor vehicle, for personal use of the advisers, or the purchase of such a motor vehicle in the Philippines out of duty free stock, provided that a motor vehicle imported under these privileges shall be liable for such duties and taxes if resold to a person in the Philippines unless resold to a person entitled to the same privileges. In case of the motor vehicle imported being damaged beyond repair or otherwise lost without neglect on the part of the adviser, the Government of the Philippines shall allow the import free of customs duty and tax of one new motor vehicle upon the adviser's termination of three years of service, if the contract is prolonged to four years or more.

9.2 The Government of the Philippines shall issue free multiple entry and exit visas for the advisers and their families, work permits and residence permits for the advisers and for the families of the advisers.

9.3 The Government of the Philippines shall give assistance in clearance through customs of effects mentioned under 1.b and 1.c.

9.4 The Government of the Philippines shall allow every adviser to operate an external account. Regarding the repatriation of sale proceeds of the advisers' motor vehicles, the advisers shall apply separately to the Philippine National Bank and their applications will be dealt with in accordance with the foreign exchange control regulations prevailing at the time of their departure.

ARTICLE 10

PROJECT ORGANIZATION AND COORDINATION

The project will be jointly carried out by the Consultant and the Department of Environment and Natural Resources in cooperation with other competent authorities of the Philippine Government.

The DENR through the Forest Management Bureau (FMB) shall establish a Project Management Office (PMO) which will directly supervise the consultants who will carry out the project. A Management Committee shall likewise be created to provide direction and guidance to the PMO and Consultants.

As provided in the SAR, the DENR shall also be represented in the Steering Committee of the WRDP to maintain its linkage with other components and ensure that project activities are consistent with the over-all programme.

ARTICLE 11

INFORMATION, MONITORING AND EVALUATION

11.1 The Parties shall collaborate fully to ensure that the purposes of this Agreement shall be accomplished. To that end, the Parties shall exchange views with regard to matters relating to the project and provide each other with all or such information in question. Joint Danish-Philippines project reviews shall be carried out at the request of either Party.

11.2 Danida shall have the right to carry out any technical or financial mission that it considers necessary to follow the execution of the Project. To facilitate the work of a person or persons instructed to carry out such monitoring missions, the Government of the Philippines shall provide all relevant assistance, information and documentation.

11.3 Evaluation of the project, preferably undertaken jointly by Danida and the Government of the Philippines, may be carried out at the request of either Party.

ARTICLE 12

PROJECT REPORTING

The following procedure will be used for reporting and project reviews:

12.1 Inception Report containing the preliminary findings, analytical review of the available data, a list of legislations to be examined, a list of completed and on-going watershed-related programs and projects to be reviewed, detailed work plan and methodology, mechanism and schedule of consultations with various stakeholders, manning schedule and timing of submissions of progress, draft final and final reports will be submitted within six (6) weeks after the start of the study.

12.2 A summarized Management Report will be submitted monthly to DENR and Danida.

12.3 Progress Reports highlighting the progress of activities, problems, issues and recommendations as well as fund utilization will be submitted to DENR and Danida every two months.

12.4 Special Reports concerning project activities as required from time to time by either DENR or Danida.

12.5 Draft final reports will be submitted in required number of copies for individual tasks in Phases I and II (unless proposed by the consultants to be combined for individual phases and agreed at the Inception Report stage) one month before the respective completion dates.

12.6 Final Report for individual tasks (or combined for phases, if agreed) and for individual management plans will take into account the comments made on the draft final reports and will be submitted in required number of copies by the respective completion dates.

ARTICLE 13

TRANSFER OF OWNERSHIP

The items provided by the Government of Denmark shall remain the property of the project for the duration of the project period, and thereafter shall automatically become the property of the Philippine Government.

ARTICLE 14

SUSPENSION

If serious irregularities or suspicion thereof within the project have been ascertained, either Party may suspend project implementation, wholly or in part, until the suspending Party decides to resume implementation.

ARTICLE 15

ENTRY INTO FORCE

This Agreement shall enter into force on the date of the signing of this agreement.

ARTICLE 16

PROJECT DURATION

The project will have a duration of ten (10) months. In case of delays in project implementation, the project duration may be extended by mutual agreement and within the agreed budget.

ARTICLE 17

SETTLEMENT OF DISPUTES

17.1 Any dispute concerning the interpretation or implementation of this Agreement shall be settled by negotiation between the Parties. In case the dispute has not been settled within a time limit of one year, the matter may be referred to arbitration by either party.

17.2 The arbitration shall operate according to the following rules: The number of arbitrators shall amount to a total of three, one designated by either of the Parties, i.e., two, and a third designated by the former two. In case of dispute between the former two arbitrators as to the designation of the latter, the latter will be designated by a neutral institution to be identified by the former two. The arbitral award shall be submitted in written form and must be signed by all three arbitrators. The proceedings to be followed by the Court of Arbitration shall be decided on by the three arbitrators, who shall also determine the distribution between the two Parties of the costs relating to the arbitration.

ARTICLE 18

TERMINATION

This Agreement shall remain in force for ten (10) months from the entry into force of this Agreement.

The Parties may terminate the project by agreement through an exchange of letters or unilaterally by a notice of termination. Such notice will come into effect one (1) month after having been received by the other Party.

In witness hereof the Parties hereto, acting through their representatives duly authorized for this purpose, have caused this Agreement to be signed in two (2) originals in the English language in Manila on this 26th day of SEPTEMBER 1997.

For the Government of the Philippines

(Sgd.) VICTOR O. RAMOS
Secretary Department of Environment and Natural
Resources

For the Government of Denmark

(Sgd.) POUL NIELSON
Minister
Ministry for Development Cooperation

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