

## LETTER OF INTENT

### This Cooperation Agreement is concluded between

- the **Secretariat of the Convention on Biological Diversity** (hereinafter referred to as the “CBD Secretariat ”), having its office located at the World Trade Center, 413, St Jacques-Suite 800, Montreal,Qc, Canada H2Y 1N9

and

- **Deutsche Gesellschaft für Technische Zusammenarbeit** ((hereinafter collectively referred to as “GTZ”)) GmbH, Eschborn, represented by GTZ Office Hanoi, located at 6th Floor – Hanoi Towers, 49, Hai Ba Trung, Hanoi/Vietnam

### 1. Purpose

1.1 By this Cooperation Agreement, GTZ and the CBD Secretariat express their intention to work collaboratively on the promotion of the International Day for Biological Diversity, 22 May for 2007

### 2. Programme

The present Cooperation Agreement contributes to enhancing the mutual efforts of the two organizations to protect the environment and biodiversity, to promote the rational and sustainable use of natural resources, but most tangibly, to promote information and communication activities that facilitate participation by all actors working in sustainable development.

### 3. Planned Joint Activities:

Collaboration on the celebration of the International Day for Biological Diversity (IBD) under the theme of Biodiversity and Climate Change, including the following:

- Organization of a symposium on biodiversity, climate change and adaptation to be held in Hanoi Vietnam on 22 and 23 May 2007, to coincide with the celebrations of IBD 22 May.
- Research and presentation at the symposium of case studies dealing with biodiversity, climate change, adaptation and livelihoods for ecosystems in the country and the region.
- Organization and coordination of media promotional campaign and activities, with the expectation that this will result in the generation of editorial coverage at the national and international level.

### 4. The CBD's Commitments shall include the following:

4.1 As part of its IBD-CEPA communications project funded by the Government of Norway, the Secretariat will provide financial resources to support the joint activities. The sum and terms for disbursement are outlined in article 6 below.

4.2 Provision of a staff member to a preparatory mission, to take place April 16-22, in Vietnam.

4.3 Promotion and support for dissemination of communications about the event through the Clearinghouse Mechanism.

## **5. GTZ's commitments shall include the following:**

**5.1** Organise, in partnership with other organizations, a symposium on biodiversity and climate change to take place on 22 and 23 May 2007 in Hanoi Vietnam. The draft programme for this event, is attached as an annex. The symposium will feature case studies discussing biodiversity, climate change and poverty alleviation, and will include the participation of national and international speakers. The case studies will be presented on that date and will be transmitted to the Secretariat, no later than the third week of June 2007.

**5.2** Organise a promotional campaign in support of the symposium and IBD, which may include the following:

- A media tour involving local, regional and international journalists for print, radio and television, on the themes and case studies outlined above
- Invitation and support for journalists to cover the symposium
- Production of commissioned editorial coverage about the symposium and its case studies, for *inter alia* television, radio, print and web.
- Transmit any editorial coverage generated by the media tour and symposium to the CBD.

**5.3** Acknowledge the support of SCBD for the event, including images of the SCBD logo on banners, and in any promotional materials

## **6. Budget and disbursements**

**6.1** The estimated budget for the activities under article 5 are as follows:

- 35,000 United States Dollars in support of the activities under article 5.1 including: cost of conference facilities and services, travel and overnight allowances for invited national speakers and national participants
- 15,000 United States Dollars in support of the activities under article 5.2 including the media tour, commissioned editorial pieces and support to journalists who will cover the symposium.

**6.2** The CBD Secretariat shall contribute the following to reimburse GTZ for costs incurred for the activities contained in article 5) under the terms of this Cooperation Agreement.:

- (1) 10,000 United States Dollars in support of activities listed under article 5.1.
- (2) 5,000 United States Dollars in support of activities listed under article 5.2
- (3) In addition, the CBD Secretariat shall cover the costs for DSA and all terminal allowances relating to the participation of an SCBD staff person in the exploratory mission listed under article 3 .

**6.3** GTZ and/or its partners shall cover the remaining costs of the activities contained in article 5) under the terms of this Cooperation Agreement.

**6.4** Funds shall be disbursed to the following bank account:

Bank Account name: GTZ Office Hanoi  
Account number USD 880 00979511  
Bank: Standard Chartered Bank Hanoi  
Bank Swift code: SCBL VNVX  
Bank Address: 8<sup>th</sup> Floor Hanoi Towers, 14 Hai Ba Trung St., Hanoi, Vietnam

Correspondence bank: Standard Chartered Bank New York, USA  
Bank Swift Code: SCBL US33

## **6.5 Disbursements.**

The full value of the letter of intent shall be disbursed upon signature of the letter of intent. GTZ will provide SCBD upon request with a list of cost incurred for the activities contained and copies of all original receipts and vouchers.

## **7. Representation and addresses of the Parties**

**7.1** Any action required or permitted to be taken under this Cooperation Agreement, may be taken or executed – on behalf of the CBD – by the Executive Secretary, or his designated representative and – on behalf of GTZ – by the Director General GTZ, or his designated representative.

**7.2** Any notice to be given to either Party with respect to this Cooperation Agreement shall be considered as effectively given, if delivered or sent by letter (with acknowledgement of receipt) or by fax addressed to either Party at the address mentioned below. Any such notice shall become effective on the day of its receipt by the Party to which it is addressed. The address of either Party may be changed by appropriate notice to the other Party.

Any notice to **CBD** should be addressed to:

Att: **Dr. Ahmed Djoghlaif**  
Executive Secretary  
Convention on Biological Diversity  
World Trade Center  
413, St Jacques-Suite 800  
Montreal, Qc  
Canada H2Y 1N9  
Tel: 514 287-7002  
Fax: 514 288-6588

Any notice to **GTZ** should be addressed to

Attn: Dr. Guenter W. Riethmacher  
Country Director and Res. Rep.  
GTZ Office Hanoi  
  
6<sup>th</sup> Floor – Hanoi Towers  
49, Hai Ba Trung,  
Hanoi/Vietnam

## **9. Termination**

This agreement can be terminated by either party with thirty days written notice without fault, prejudice or any liability, financial or otherwise. Existing commitments already made shall be completed first prior to any termination of cooperative activities.

## **10. Settlement of Disputes**

Any dispute arising from or in connection with this Cooperation Agreement shall be resolved by negotiations between the Parties or by such other means as the Parties agree to in writing.

**11. Force Majeure**

Neither Party shall be deemed to be in default of its obligations under this Agreement whilst performance thereof is prevented by Force Majeure. No indemnity shall be claimed by either Party in such a case.

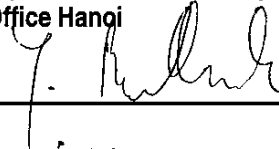
**Dr. Ahmed Djoghlaif**  
**Executive Secretary**  
**CBD**



Date:

14.09.07

**Dr. Guenter W. Riethmacher**  
**Country Director and Res. Rep.**  
**GTZ Office Hanoi**



Date:

18/11/07