



## REQUEST FOR PROPOSAL (RFP)

NAME & ADDRESS OF FIRM	DATE: October 26, 2018
	REFERENCE: 2018/PROC/UNDP-MMR/107

Dear Sir / Madam:

We kindly request you to submit your Proposal for Provision of Services for Policy Framework to the Access to Genetic Resources and Benefits-sharing (ABS) Project.

Please be guided by the form attached hereto as Annex 2, in preparing your Proposal.

Proposals may be submitted on or before Friday, November 09, 2018 and via email, courier mail to the address below:

**United Nations Development Programme (Myanmar)**  
**No. 6, Natmauk Road, Tamwe Township, Yangon**  
**Programme Support Team Leader**  
**[bids.mm@undp.org](mailto:bids.mm@undp.org)**

Your Proposal must be expressed in the English Language, and valid for a minimum period of 120 days.

In the course of preparing your Proposal, it shall remain your responsibility to ensure that it reaches the address above on or before the deadline. Proposals that are received by UNDP after the deadline indicated above, for whatever reason, shall not be considered for evaluation. If you are submitting your Proposal by email, kindly ensure that they are signed and in the .pdf format, and free from any virus or corrupted files.

Services proposed shall be reviewed and evaluated based on completeness and compliance of the Proposal and responsiveness with the requirements of the RFP and all other annexes providing details of UNDP requirements.

The Proposal that complies with all of the requirements, meets all the evaluation criteria and offers the best value for money shall be selected and awarded the contract. Any offer that does not meet the requirements shall be rejected.

Any discrepancy between the unit price and the total price shall be re-computed by UNDP, and the unit price shall prevail and the total price shall be corrected. If the Service Provider does not accept the final price based on UNDP's re-computation and correction of errors, its Proposal will be rejected.

No price variation due to escalation, inflation, fluctuation in exchange rates, or any other market factors shall be accepted by UNDP after it has received the Proposal. At the time of Award of Contract or Purchase Order, UNDP reserves the right to vary (increase or decrease) the quantity of services and/or goods, by up to a maximum twenty five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions.

Any Contract or Purchase Order that will be issued as a result of this RFP shall be subject to the General Terms and Conditions attached hereto. The mere act of submission of a Proposal implies that the Service Provider accepts without question the General Terms and Conditions of UNDP, herein attached as Annex 3.

Please be advised that UNDP is not bound to accept any Proposal, nor award a contract or Purchase Order, nor be responsible for any costs associated with a Service Providers preparation and submission of a Proposal, regardless of the outcome or the manner of conducting the selection process.

UNDP's vendor protest procedure is intended to afford an opportunity to appeal for persons or firms not awarded a Purchase Order or Contract in a competitive procurement process. In the event that you believe you have not been fairly treated, you can find detailed information about vendor protest procedures in the following link:

<http://www.undp.org/content/undp/en/home/operations/procurement/protestandsanctions/>

UNDP encourages every prospective Service Provider to prevent and avoid conflicts of interest, by disclosing to UNDP if you, or any of your affiliates or personnel, were involved in the preparation of the requirements, design, cost estimates, and other information used in this RFP.

UNDP implements a zero tolerance on fraud and other proscribed practices, and is committed to preventing, identifying and addressing all such acts and practices against UNDP, as well as third parties involved in UNDP activities. UNDP expects its Service Providers to adhere to the UN Supplier Code of Conduct found in this link: [http://www.un.org/depts/ptd/pdf/conduct\\_english.pdf](http://www.un.org/depts/ptd/pdf/conduct_english.pdf)

Thank you and we look forward to receiving your Proposal.

Sincerely yours,



*Krishna Raj Adhikari*

*Head of Common Services and Transaction Services Unit*

10/26/2018

### Description of Requirements

Context of the Requirement	Provision of Services for Policy Framework to the ABS Project																			
Brief Description of the Required Services	Under the close supervision of the Governance for Resilience and Sustainability (GRSP) Project Manager in Myanmar and the ABS Regional Project Advisor, the selected organisation will be responsible for substantial technical contributions to the required analysis and consultations with the key stakeholders to ensure that their contributions are considered and resolved with a view to achieving the project objectives																			
List and Description of Expected Outputs to be Delivered	(Please see in attached TOR)																			
Person to Supervise the Work/Performance of the Service Provider	(Please see in attached TOR)																			
Frequency of Reporting	[Please see in attached TOR]																			
Progress Reporting Requirements	Please see in attached TOR																			
Location of work	Yangon and Nay Pyi Taw with travels to field locations when required																			
Expected duration of work	November 2018- July 2019																			
Target start date	November 2018																			
Latest completion date	July 2019																			
Travels Expected	<table border="1"> <thead> <tr> <th>Destination/s</th> <th>Estimated Duration</th> <th>Brief Description of Purpose of the Travel</th> <th>Target Date/s</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>				Destination/s	Estimated Duration	Brief Description of Purpose of the Travel	Target Date/s												
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Special Security Requirements	<input checked="" type="checkbox"/> N/A																			
Facilities to be Provided by UNDP (i.e., must be excluded from Price Proposal)	<input checked="" type="checkbox"/> Not provided																			
Implementation Schedule indicating breakdown and timing of activities/sub-activities	<input checked="" type="checkbox"/> Required <input type="checkbox"/> Not Required																			
Names and curriculum vitae of individuals	<input checked="" type="checkbox"/> Required <input type="checkbox"/> Not Required																			

who will be involved in completing the services															
Currency of Proposal	<input checked="" type="checkbox"/> United States Dollars for International Firm <input checked="" type="checkbox"/> Local Currency (Kyats) for Local Firm														
Value Added Tax on Price Proposal	<input checked="" type="checkbox"/> must be inclusive of VAT and other applicable indirect taxes <input type="checkbox"/> must be exclusive of VAT and other applicable indirect taxes														
Validity Period of Proposals ( <i>Counting for the last day of submission of quotes</i> )	<input checked="" type="checkbox"/> 120 days In exceptional circumstances, UNDP may request the Proposer to extend the validity of the Proposal beyond what has been initially indicated in this RFP. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Proposal.														
Partial Quotes	<input checked="" type="checkbox"/> Not permitted														
Payment Terms	<table><tr><th>Milestones</th><th>Payment Structure and target date</th><th>Reviews and approvals required</th></tr><tr><td>Upon satisfactory submission of a concise methodology to conduct the analysis on the current legal and institutional frameworks status and gaps to implement Nagoya Protocol on ABS in Myanmar</td><td>10% 31 November 2018</td><td>Review and approval by UNDP Chief Technical Advisor</td></tr><tr><td>Upon satisfactory submission of: - the gap analysis report and draft national ABS policy proposal and legal framework (1.1.1.1), - draft national ABS policy proposals and legal framework (1.1.1.2), - written reports and at least 2 consultations on the draft national ABS framework (Upper and Lower Myanmar), - revised national ABS policy proposals and framework based on the comments from consultations (1.1.1.4), - successfully completed workshop and report on national validation workshop for the revised ABS policy proposals and framework (1.1.1.5)</td><td>20% 31 January 2019</td><td>Review and approval by UNDP Chief Technical Advisor</td></tr><tr><td>Upon satisfactory submission of: - the 3 model contracts for the sectors of Agrobiodiversity, pharmaceutical and biotechnology (1.2.1.4) and - successfully completed national consultation and report on the ABS contracts</td><td>20% 31 March 2019</td><td>Review and approval by UNDP Chief Technical Advisor</td></tr></table>			Milestones	Payment Structure and target date	Reviews and approvals required	Upon satisfactory submission of a concise methodology to conduct the analysis on the current legal and institutional frameworks status and gaps to implement Nagoya Protocol on ABS in Myanmar	10% 31 November 2018	Review and approval by UNDP Chief Technical Advisor	Upon satisfactory submission of: - the gap analysis report and draft national ABS policy proposal and legal framework (1.1.1.1), - draft national ABS policy proposals and legal framework (1.1.1.2), - written reports and at least 2 consultations on the draft national ABS framework (Upper and Lower Myanmar), - revised national ABS policy proposals and framework based on the comments from consultations (1.1.1.4), - successfully completed workshop and report on national validation workshop for the revised ABS policy proposals and framework (1.1.1.5)	20% 31 January 2019	Review and approval by UNDP Chief Technical Advisor	Upon satisfactory submission of: - the 3 model contracts for the sectors of Agrobiodiversity, pharmaceutical and biotechnology (1.2.1.4) and - successfully completed national consultation and report on the ABS contracts	20% 31 March 2019	Review and approval by UNDP Chief Technical Advisor
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	Upon satisfactory submission of: - and 3 sectoral guidelines for the sectors of Agrobiodiversity, pharmaceutical and biotechnology (2.2.1.1) - the training modules for using the 3 sectoral guidelines and - successfully completed 2 trainings and submitted reports on training programmes for using the guidelines (ABS rules and biodiversity-based research and development activities) (2.2.1.2)	20% 31 May 2019	Review and approval by UNDP Chief Technical Advisor
	Upon satisfactory submission of report on IPR links to biodiscovery and ABS for use by stakeholders including communities and women, and report on direct support (2.2.1.3)	30% 30 June 2019	Review and approval by UNDP Chief Technical Advisor
		100%	
Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment	Project Manager, Governance for Resilience and Sustainability (GRSP)		
Type of Contract to be Signed	<input checked="" type="checkbox"/> Contract for Professional Services		
Criteria for Contract Award	<input checked="" type="checkbox"/> Highest Combined Score (based on the 70% technical offer and 30% price weight distribution)		
Criteria for the Assessment of Proposal	<p><b><u>Technical Proposal (70%)</u></b></p> <ul style="list-style-type: none"> <li>• Expertise of the Firm 30%</li> <li>• Methodology, Its Appropriateness to the Condition and Timeliness of the Implementation Plan 30%</li> <li>• Management Structure and Qualification of Key Personnel 40%</li> </ul> <p><b><u>Financial Proposal (30%)</u></b> To be computed as a ratio of the Proposal's offer to the lowest price among the proposals received by UNDP.</p>		
UNDP will award the contract to:	<input checked="" type="checkbox"/> One and only one Service Provider		
Annexes to this RFP	<input checked="" type="checkbox"/> Form for Submission of Proposal (Annex 2) <input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 3) <input checked="" type="checkbox"/> Detailed TOR [Annex 4] <input type="checkbox"/> Others [pls. specify]		

Contact Person for Inquiries (Written inquiries only)	Kyaw Win Htun <i>Procurement Unit</i> <i>mmr.procurement@undp.org</i> Any delay in UNDP's response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers.
Other Information <i>[pls. specify]</i>	N/A

## FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL<sup>1</sup>

*(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery<sup>2</sup>)*

[insert: Location].

[insert: Date]

To: [insert: Name and Address of UNDP focal point]

Dear Sir/Madam:

We, the undersigned, hereby offer to render the following services to UNDP in conformity with the requirements defined in the RFP dated [specify date] , and all of its attachments, as well as the provisions of the UNDP General Contract Terms and Conditions:

### A. Qualifications of the Service Provider

*The Service Provider must describe and explain how and why they are the best entity that can deliver the requirements of UNDP by indicating the following:*

- a) Profile – describing the nature of business, field of expertise, licenses, certifications, accreditations;*
- b) Business Licenses – Registration Papers, Tax Payment Certification, etc.*
- c) Latest Audited Financial Statement – income statement and balance sheet to indicate its financial stability, liquidity, credit standing, and market reputation, etc. ;*
- d) Track Record – list of clients for similar services as those required by UNDP, indicating description of contract scope, contract duration, contract value, contact references;*
- e) Certificates and Accreditation – including Quality Certificates, Patent Registrations, Environmental Sustainability Certificates, etc.*
- f) Written Self-Declaration that the company is not in the UN Security Council 1267/1989 List, UN Procurement Division List or Other UN Ineligibility List.*

### B. Proposed Methodology for the Completion of Services

*The Service Provider must describe how it will address/deliver the demands of the RFP; providing a detailed description of the essential performance characteristics, reporting conditions and quality assurance mechanisms that will be put in place, while demonstrating that the proposed methodology will be appropriate to the local conditions and context of the work.*

### C. Qualifications of Key Personnel

*If required by the RFP, the Service Provider must provide :*

<sup>1</sup> This serves as a guide to the Service Provider in preparing the Proposal.

<sup>2</sup> Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

- a) Names and qualifications of the key personnel that will perform the services indicating who is Team Leader, who are supporting, etc.;
- b) CVs demonstrating qualifications must be submitted if required by the RFP; and
- c) Written confirmation from each personnel that they are available for the entire duration of the contract.

**D. Cost Breakdown per Deliverable\***

	<b>Deliverables</b> <i>[list them as referred to in the RFP]</i>	<b>Percentage of Total Price</b> <i>(Weight for payment)</i>	<b>Price</b> <i>(Lump Sum, All Inclusive)</i>
1	Deliverable 1		
2	Deliverable 2		
3	....		
	<b>Total</b>	100%	

*\*This shall be the basis of the payment tranches*

**E. Cost Breakdown by Cost Component [This is only an Example]:**

<b>Description of Activity</b>	<b>Remuneration per Unit of Time</b>	<b>Total Period of Engagement</b>	<b>No. of Personnel</b>	<b>Total Rate</b>
<b>I. Personnel Services</b>				
1. Services from Home Office				
a. Expertise 1				
b. Expertise 2				
2. Services from Field Offices				
a. Expertise 1				
b. Expertise 2				
3. Services from Overseas				
a. Expertise 1				
b. Expertise 2				
<b>II. Out of Pocket Expenses</b>				
1. Travel Costs				
2. Daily Allowance				
3. Communications				
4. Reproduction				
5. Equipment Lease				
6. Others				
<b>III. Other Related Costs</b>				

*[Name and Signature of the Service Provider's  
Authorized Person]  
[Designation]  
[Date]*



## ***General Terms and Conditions for Services***

### **1.0 LEGAL STATUS:**

The Contractor shall be considered as having the legal status of an independent contractor vis-à-vis the United Nations Development Programme (UNDP). The Contractor's personnel and sub-contractors shall not be considered in any respect as being the employees or agents of UNDP or the United Nations.

### **2.0 SOURCE OF INSTRUCTIONS:**

The Contractor shall neither seek nor accept instructions from any authority external to UNDP in connection with the performance of its services under this Contract. The Contractor shall refrain from any action that may adversely affect UNDP or the United Nations and shall fulfill its commitments with the fullest regard to the interests of UNDP.

### **3.0 CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES:**

The Contractor shall be responsible for the professional and technical competence of its employees and will select, for work under this Contract, reliable individuals who will perform effectively in the implementation of this Contract, respect the local customs, and conform to a high standard of moral and ethical conduct.

### **4.0 ASSIGNMENT:**

The Contractor shall not assign, transfer, pledge or make other disposition of this Contract or any part thereof, or any of the Contractor's rights, claims or obligations under this Contract except with the prior written consent of UNDP.

### **5.0 SUB-CONTRACTING:**

In the event the Contractor requires the services of sub-contractors, the Contractor shall obtain the prior written approval and clearance of UNDP for all sub-contractors. The approval of UNDP of a sub-contractor shall not relieve the Contractor of any of its obligations under this Contract. The terms of any sub-contract shall be subject to and conform to the provisions of this Contract.

### **6.0 OFFICIALS NOT TO BENEFIT:**

The Contractor warrants that no official of UNDP or the United Nations has received or will be offered by the Contractor any direct or indirect benefit arising from this Contract or the award thereof. The Contractor agrees that breach of this provision is a breach of an essential term of this Contract.

### **7.0 INDEMNIFICATION:**

The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, UNDP, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Contractor, or the Contractor's employees, officers, agents or sub-contractors, in the performance of this Contract. This provision shall extend, inter alia, to claims and liability in the nature of workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Contract.

### **8.0 INSURANCE AND LIABILITIES TO THIRD PARTIES:**

**8.1** The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.

- 8.2** The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or the equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract.
- 8.3** The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.
- 8.4** Except for the workmen's compensation insurance, the insurance policies under this Article shall:
- 8.4.1** Name UNDP as additional insured;
  - 8.4.2** Include a waiver of subrogation of the Contractor's rights to the insurance carrier against the UNDP;
  - 8.4.3** Provide that the UNDP shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.
  - 8.5** The Contractor shall, upon request, provide the UNDP with satisfactory evidence of the insurance required under this Article.

**9.0 ENCUMBRANCES/LIENS:**

The Contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with the UNDP against any monies due or to become due for any work done or materials furnished under this Contract, or by reason of any other claim or demand against the Contractor.

**10.0 TITLE TO EQUIPMENT:**

Title to any equipment and supplies that may be furnished by UNDP shall rest with UNDP and any such equipment shall be returned to UNDP at the conclusion of this Contract or when no longer needed by the Contractor. Such equipment, when returned to UNDP, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear. The Contractor shall be liable to compensate UNDP for equipment determined to be damaged or degraded beyond normal wear and tear.

**11.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:**

- 11.1** Except as is otherwise expressly provided in writing in the Contract, the UNDP shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which the Contractor has developed for the UNDP under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract, and the Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for the UNDP.
- 11.2** To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, the UNDP does not and shall not claim any ownership interest thereto, and the Contractor grants to the UNDP a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.
- 11.3** At the request of the UNDP; the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and

transferring or licensing them to the UNDP in compliance with the requirements of the applicable law and of the Contract.

- 11.4** Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Contractor under the Contract shall be the property of the UNDP, shall be made available for use or inspection by the UNDP at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UNDP authorized officials on completion of work under the Contract.

**12.0 USE OF NAME, EMBLEM OR OFFICIAL SEAL OF UNDP OR THE UNITED NATIONS:**

The Contractor shall not advertise or otherwise make public the fact that it is a Contractor with UNDP, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of UNDP or THE United Nations, or any abbreviation of the name of UNDP or United Nations in connection with its business or otherwise.

**13.0 CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:**

Information and data that is considered proprietary by either Party and that is delivered or disclosed by one Party ("Discloser") to the other Party ("Recipient") during the course of performance of the Contract, and that is designated as confidential ("Information"), shall be held in confidence by that Party and shall be handled as follows:

- 13.1** The recipient ("Recipient") of such information shall:

**13.1.1** use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser's Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate; and,

**13.1.2** use the Discloser's Information solely for the purpose for which it was disclosed.

- 13.2** Provided that the Recipient has a written agreement with the following persons or entities requiring them to treat the Information confidential in accordance with the Contract and this Article 13, the Recipient may disclose Information to:

**13.2.1** any other party with the Discloser's prior written consent; and,

**13.2.2** the Recipient's employees, officials, representatives and agents who have a need to know such Information for purposes of performing obligations under the Contract, and employees officials, representatives and agents of any legal entity that it controls controls it, or with which it is under common control, who have a need to know such Information for purposes of performing obligations under the Contract, provided that, for these purposes a controlled legal entity means:

**13.2.2.1** a corporate entity in which the Party owns or otherwise controls, whether directly or indirectly, over fifty percent (50%) of voting shares thereof; or,

**13.2.2.2** any entity over which the Party exercises effective managerial control; or,

**13.2.2.3** for the UNDP, an affiliated Fund such as UNCDF, UNIFEM and UNV.

- 13.3** The Contractor may disclose Information to the extent required by law, provided that, subject to and without any waiver of the privileges and immunities of the United Nations, the Contractor will give the UNDP sufficient prior notice of a request for the disclosure of Information in order to allow the UNDP to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.

- 13.4** The UNDP may disclose Information to the extent as required pursuant to the Charter of the UN, resolutions or regulations of the General Assembly, or rules promulgated by the Secretary-General.

- 13.5** The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party

without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder.

- 13.6** These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract.

#### **14.0 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS**

- 14.1** In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to the UNDP, of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify the UNDP of any other changes in conditions or the occurrence of any event that interferes or threatens to interfere with its performance of this Contract. On receipt of the notice required under this Article, the UNDP shall take such action as, in its sole discretion; it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this Contract.
- 14.2** If the Contractor is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, the UNDP shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 15, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.
- 14.3** Force majeure as used in this Article means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force.
- 14.4** The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in or for any areas in which the UNDP is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within such areas or to any incidents of civil unrest occurring in such areas shall not, in and of itself, constitute force majeure under the Contract..

#### **15.0 TERMINATION**

- 15.1** Either party may terminate this Contract for cause, in whole or in part, upon thirty (30) days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16.2 ("Arbitration"), below, shall not be deemed a termination of this Contract.
- 15.2** UNDP reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case UNDP shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.
- 15.3** In the event of any termination by UNDP under this Article, no payment shall be due from UNDP to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract.
- 15.4** Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Contractor, the UNDP may, without prejudice to any other right or remedy it may have under the terms of these conditions, terminate this Contract forthwith. The Contractor shall immediately inform the UNDP of the occurrence of any of the above events.

#### **16.0 SETTLEMENT OF DISPUTES**

**16.1 Amicable Settlement:** The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of this Contract or the breach, termination or invalidity thereof. Where the parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the parties.

**16.2 Arbitration:** Any dispute, controversy, or claim between the Parties arising out of the Contract or the breach, termination, or invalidity thereof, unless settled amicably under Article 16.1, above, within sixty (60) days after receipt by one Party of the other Party's written request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. For all evidentiary questions, the arbitral tribunal shall be guided by the Supplementary Rules Governing the Presentation and Reception of Evidence in International Commercial Arbitration of the International Bar Association, 28 May 1983 edition. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the Contract, order the termination of the Contract, or order that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the Contract, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 ("Interim Measures of Protection") and Article 32 ("Form and Effect of the Award") of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Contract, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate ("LIBOR") then prevailing, and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.

**17.0 PRIVILEGES AND IMMUNITIES:**

Nothing in or relating to this Contract shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs.

**18.0 TAX EXEMPTION**

**18.1** Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, inter-alia that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize the United Nations exemption from such taxes, duties or charges, the Contractor shall immediately consult with the UNDP to determine a mutually acceptable procedure.

**18.2** Accordingly, the Contractor authorizes UNDP to deduct from the Contractor's invoice any amount representing such taxes, duties or charges, unless the Contractor has consulted with the UNDP before the payment thereof and the UNDP has, in each instance, specifically authorized the Contractor to pay such taxes, duties or charges under protest. In that event, the Contractor shall provide the UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

**19.0 CHILD LABOUR**

**19.1** The Contractor represents and warrants that neither it, nor any of its suppliers is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical mental, spiritual, moral or social development.

**19.2** Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, at no cost to UNDP.

## **20.0 MINES:**

- 20.1** The Contractor represents and warrants that neither it nor any of its suppliers is actively and directly engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of Mines. The term "Mines" means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol II annexed to the Convention on Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.
- 20.2** Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind of UNDP.

## **21.0 OBSERVANCE OF THE LAW:**

The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the terms of this Contract.

## **22.0 SEXUAL EXPLOITATION:**

- 22.1** The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by it or by any of its employees or any other persons who may be engaged by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all appropriate measures to prohibit its employees or other persons engaged by it from, exchanging any money, goods, services, offers of employment or other things of value, for sexual favors or activities, or from engaging in any sexual activities that are exploitive or degrading to any person. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle UNDP to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.
- 22.2** The UNDP shall not apply the foregoing standard relating to age in any case in which the Contractor's personnel or any other person who may be engaged by the Contractor to perform any services under the Contract is married to the person less than the age of eighteen years with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such Contractor's personnel or such other person who may be engaged by the Contractor to perform any services under the Contract.

## **23.0 AUTHORITY TO MODIFY:**

Pursuant to the Financial Regulations and Rules of UNDP, only the UNDP Authorized Official possesses the authority to agree on behalf of UNDP to any modification of or change in this Contract, to a waiver of any of its provisions or to any additional contractual relationship of any kind with the Contractor. Accordingly, no modification or change in this Contract shall be valid and enforceable against UNDP unless provided by an amendment to this Contract signed by the Contractor and jointly by the UNDP Authorized Official.

### **Section 3: Terms of Reference (TOR)**

**Consultancy:** Provision of Services for Policy Framework to the Access to Genetic Resources and Benefits-sharing (ABS) Project

**Unit:** Sustainable and Inclusive Growth Unit

**Duration:** 1<sup>st</sup> November 2018- 23<sup>rd</sup> July 2019

**Duty Station:** Yangon and Nay Pyi Taw with travels to field locations when required

**Project Title:** Strengthening human resources, legal frameworks and institutional capacities to implement the Nagoya Protocol

#### **3.1. Project Description**

Myanmar is a regional priority for biodiversity conservation in mainland Southeast Asia. Due to the combination and interaction of geography, topography, and climate, Myanmar has a rich variety of habitats and ecosystems, including 14 terrestrial ecoregions identified by the World Wildlife Fund (WWF). The country supports 233 globally threatened species, including 37 critically endangered and 65 endangered species. The country also contains large expanses of species-rich and globally threatened ecosystems such as lowland tropical forests and mangrove ecosystems that are critically threatened elsewhere in the region.

The National Biodiversity Strategy and Action Plan (NBSAP) of Myanmar was adopted in 2011. The NBSAP identifies equity as the most important thing in using biological resources sustainably in the long run and calls for consideration of the poor and economically disadvantaged groups to secure their access to common resources. The available information on species diversity and endemism indicates that Myanmar supports extraordinary plant and vertebrate diversity, plus levels of endemism comparable to other countries in the Indo-Myanmar (Indo-Burma) Hotspot. However, detailed baseline data are still lacking for many taxonomic groups, and new species for science are still being regularly discovered in the country. In many parts of the country, exploitation of plants is taking place on a commercial scale. Myanmar's forests support a great diversity of commercially valuable timber species, including teak and various members of the Dipterocarpaceae and Leguminosae, and the impacts of commercial logging on these forests have been documented (Brunner et al., 1998). In Myanmar decisions about natural resource use are typically based only on direct use values, such as timber or hydroelectricity revenues, ignoring indirect use, option use, and existence values. In general, natural resources tend to be severely undervalued. The NBSAP of 2011 calls for financial mechanisms to be developed that will enable the beneficiaries of dispersed ecosystem services provided by Myanmar's natural ecosystems to contribute to their conservation

The Project aims at strengthening human resources, legal frameworks and institutional capacities to implement the Nagoya Protocol. Specifically, it aims at assisting countries in the development and strengthening of their national ABS frameworks. The project seeks to achieve this by:

1. Strengthening the legal, policy and institutional capacity to develop national ABS frameworks;
2. Building trust between users and providers of genetic resources to facilitate the identification of bio-discovery efforts; and
3. Strengthening the capacities of indigenous and local communities to contribute to the implementation of Nagoya protocol.

The specific problem that this project will seek to address is the lack of a functioning national legal, policy, and institutional framework that will enable the equitable sharing of benefits from the use of genetic resources and traditional knowledge (TK) between the state (national and state governments), commercial interests, and the owners and custodians of these resources and TK (such as Indigenous and Local Communities [ILCs]). This issue is compounded by the lack of trust between users and providers of genetic resources that prevents unleashing the potential of genetic resources as a source of innovation, biodiversity conservation, market development, and poverty alleviation.

Following an inception workshop organized in August 2017, a draft analysis report on Traditional Knowledge in Myanmar has been prepared and presented to selected stakeholders in February 2018. In order to take the project implementation forward, UNDP Myanmar is looking for a reputable organization/institution/consultancy firm as an implementing partner to support the implementation of the project in Myanmar while working closely with counterparts at the Ministry of Natural Resources, and Environment Conservation and UNDP.

### **3.2. Scope of Work**

Under the close supervision of the Governance for Resilience and Sustainability (GRSP) Project Manager in Myanmar and the ABS Regional Project Advisor, the selected organisation will be responsible for substantial technical contributions to the required analysis and consultations with the key stakeholders to ensure that their contributions are considered and resolved with a view to achieving the project objectives.

The expected outcomes/outputs envisaged under the consultancy have been identified in Annex I.

In order to execute the works, the organisation will need to provide the following specialized services in the identified areas of expertise as per below:

#### **3.2.1. National ABS Measures**

##### **OBJECTIVE**

The consultancy firm will play a central role for the following activities, with the support from the government implementing partner, Regional Project Advisor and GRSP Project Manager in implementing activities outlined under this project.

- Participate and facilitate the coordination meetings with the Project stakeholders (Relevant Government Ministries, Private Sector, NGOs and local communities) to gather pertinent information for developing appropriate national ABS measures in Myanmar;
- Conduct the analysis on the current legal and institutional frameworks status and gaps to implement ABS in Myanmar, and make specific and appropriate recommendations required to effectively and efficiently have a national interim ABS measure and national ABS law adopted in Myanmar;
- Develop sectoral model contracts for the Competent National Authorities or related (government) agencies, sectoral guidelines for Traditional Knowledge associated with Genetic Resources (GR/ATK)-using industries, training (report) on using the guidelines, and manual linking IPR to biodiscovery and ABS for GR/ATK providers including communities and women;
- Conduct the validation workshop on the analysis, recommendations, and both draft ABS measure and law with the participation of relevant stakeholders, including Indigenous Peoples and local Communities (IPLCs) and women association, as advised by the Project Manager.
- Produce outputs as detailed below;



## OUTPUTS

- A concise methodology to conduct the analysis on the current legal and institutional frameworks status and gaps to implement Nagoya Protocol on ABS in Myanmar, as well as make specific and appropriate recommendations required to effectively and efficiently have a national interim ABS measure and national ABS law adopted in Myanmar;
- Comprehensive analysis on the current legal and institutional ABS frameworks and gaps to implement Nagoya Protocol on ABS in Myanmar, as well as make specific and appropriate recommendations required to effectively and efficiently have a national interim ABS measure and national ABS law adopted in Myanmar;
- Drafted national ABS policy proposals and legal framework, conducted 2 consultations on the draft national ABS framework (Upper and Lower Myanmar), revised the draft national ABS policy proposals and framework based on the comments from consultations, organized national validation workshop for the revised ABS policy proposals and framework;
- Three Sectoral model contracts for the Competent National Authorities or related (government) agencies; three sectoral guidelines for GR/ATK-using industries; Training (report) on using the guidelines;
- Manual linking Intellectual Property Right (IPR) to biodiscovery and ABS for GR/ATK providers including communities and women;
- A national interim ABS measure to be used in Myanmar, and draft a national ABS law for Myanmar;
- Reports for the consultations on the draft national ABS framework and national validation workshop for the revised ABS policy proposals and framework;
- Report on direct support provided in the development of sectoral ABS contract models, publication of potential biodiscovery projects, TK Database/Registry, ABS Clearing House (CH), sectoral guidelines for research and development models, ethical code of conduct, Biocultural Community Protocols (BCPs), Intellectual Property Rights Manual (documented IPR links to biodiscovery and ABS relevant to Myanmar), and implementation of meetings/trainings/seminars/workshops.

### 3.3. Duration of the Work

The contract is expected to start on 1<sup>st</sup> November 2018 and be completed by 23<sup>rd</sup> July 2019.

### 3.4. Scope of Bid Price and Schedule of Payments

Payment will be made upon achievement of the key corresponding milestones as shown in the below schedule. The numbers drawn from the ABS Annual Work Plan (AWP) refer to the activities (and hence deliverables) to be delivered by the contractor (see Annex I).

No.	Milestones	Payment Structure and target date	Reviews and approvals required
1	Upon satisfactory submission of a concise methodology to conduct the analysis on the current legal and institutional frameworks status and gaps to implement Nagoya Protocol on ABS in Myanmar	10% 31 November 2018	Review and approval by UNDP Chief Technical Advisor
2	Upon satisfactory submission of: - the gap analysis report and draft national ABS policy proposal and legal framework (1.1.1.1), - draft national ABS policy proposals and legal framework (1.1.1.2),	20% 31 January 2019	Review and approval by UNDP Chief Technical Advisor

No.	Milestones	Payment Structure and target date	Reviews and approvals required
	<ul style="list-style-type: none"> <li>- written reports and at least 2 consultations on the draft national ABS framework (Upper and Lower Myanmar),</li> <li>- revised national ABS policy proposals and framework based on the comments from consultations (1.1.1.4),</li> <li>- successfully completed workshop and report on national validation workshop for the revised ABS policy proposals and framework (1.1.1.5)</li> </ul>		
3	Upon satisfactory submission of: <ul style="list-style-type: none"> <li>- the 3 model contracts for the sectors of Agrobiodiversity, pharmaceutical and biotechnology (1.2.1.4) and</li> <li>- successfully completed national consultation and report on the ABS contracts models (1.2.1.5)</li> </ul>	20% 31 March 2019	Review and approval by UNDP Chief Technical Advisor
4	Upon satisfactory submission of : <ul style="list-style-type: none"> <li>- and 3 sectoral guidelines for the sectors of Agrobiodiversity, pharmaceutical and biotechnology (2.2.1.1)</li> <li>- the training modules for using the 3 sectoral guidelines and</li> <li>- successfully completed 2 trainings and submitted reports on training programmes for using the guidelines (ABS rules and biodiversity-based research and development activities) (2.2.1.2)</li> </ul>	20% 31 May 2019	Review and approval by UNDP Chief Technical Advisor
5	Upon satisfactory submission of report on IPR links to biodiscovery and ABS for use by stakeholders including communities and women, and report on direct support (2.2.1.3)	30% 30 June 2019	Review and approval by UNDP Chief Technical Advisor
		100%	

### 3.5. Evaluation criteria

The evaluation committee will appraise both the technical proposal and financial proposals for all the applicants. However, the financial evaluation will be conducted only for the applications which have passed the technical evaluation. Technical evaluation and methodology therein; will be based on the following minimum criteria (for more detail, however, see instructions to proposers):

- Situation analysis including a clear methodology and identification of challenges related to the implementation of the ABS project;
- Whether the proposal is realistic, well-structured and addresses the major aspects of the projects/outputs with a clear articulation on how to the outputs and planned results will be achieved;
- Level of competence and experience of the applying organisation in the thematic area of the project
- Professional level of the experts proposed to provide the training;
- Sustainability strategy of the project

### 3.6. Location

Inputs and deliverables for this contract will be made in Yangon and Nay Pyi Taw. Please see Annex 1 for details of the delivery phases and locations.

### **3.7. Translation and interpreting**

Translation and interpreting services are to be arranged by the Contractor. UNDP can facilitate identification of appropriately qualified and experienced personnel for these roles.

**Annex 1 - Services to be delivered by the Contractor, drawn from ABS AWP**

Outcome 1	Strengthening the Legal, Policy and Institutional Capacity to develop national ABS frameworks				Remarks	Responsibility
Deliverables (Outputs)	Key Activities		Timelines			
			Start (month)	End (month)		
1.1.1 National ABS law/regulation/policy proposals drafted and submitted for approval to competent authorities	1.1.1.1	Conduct the gap analysis on policies and Institutional capacity	Nov-18	Jan-18	Desk review and stakeholder interviews	ABS Policy Framework
	1.1.1.2	Prepare the draft national ABS policy proposals and legal framework	Oct-18	Jan-19	In close collaboration with MONREC and relevant ministries/govt offices	ABS Policy Framework
	1.1.1.3	Conduct at least one consultation on the draft national ABS framework (Naypyitaw and/or Yangon)	Dec-18	Jan-19	1 Day * Approx. 50 participants * 2 consultations	ABS Policy Framework
	1.1.1.5	National validation workshop for the revised ABS policy proposals and framework (Naypyitaw)	Oct-19	Jan-19	1 Day * Approx. 50 participants	ABS Policy Framework
	1.1.1.6	Finalize and submit the ABS Framework for endorsement	Jan-19	Jan-19	In close collaboration with MONREC and UNDP	UNDP-MM
1.1.2 Supportive institutional framework for sui generis systems for protecting TK, innovations and practices and customary uses of biological and generic resources	1.1.2.1	Organize the coordination meeting among relevant government departments, INGOs and community representatives to gather the data for TK (Naypyitaw)	May-18	Aug-18	Approx. 50 Government officials from multiple ministries	Completed
	1.1.2.2	Compile and analyze the current state of TK associated with genetic resources held by local communities as well as the options for protection	Feb-18	Apr-18		Completed
	1.1.2.3	Conduct the validation workshop on the current state of TK with the participation of the local communities (Naypyitaw or Yangon)	Jul-18	Aug-18	Approx. 50 participants	Completed
	1.1.2.4	Design the TK database, including women TK and legal rights over genetic resources that are traditionally owned by ILCs	Oct-18	Mar-19	Design TK database with the appropriate Ministry and selected local communities	Information Technology

	1.1.2.5	Prepare the guidelines for the protection of TK	Oct-18	Dec-18	In consultation with the appropriate Ministry and selected local communities	Biodiscovery and Communication
	1.1.2.6	Conduct 2 Consultations on developed National TK guidelines (regional level – Yangon and one other location)	Dce-18	Jan-19	1 Day * Approx. 75 participants * 2 consultations	Biodiscovery and Communication
	1.1.2.7	Revise the National TK guidelines based on the comments and suggestions from the workshops	Dce-18	Jan-19		Biodiscovery and Communication
	1.1.2.8	Finalize the National TK guidelines and submit for government endorsement	Jan-15	Mar-19	In close collaboration with MONREC and UNDP	UNDP-MM
1.2.1 Improved capacities of National Competent Authorities and related agencies on processing access applications, developing model contractual clauses under mutually agreed terms, including the negotiation and tracking of ABS agreements and biodiscovery projects to ensure compliance	1.2.1.1	Meeting for Identification and designation of National Competent Authorities (NCA)	Feb-18	Feb-18		Completed
	1.2.1.2	Develop ABS process and procedural manual	Oct-18	Jan-19	In close collaboration with identified NCAs for agriculture, biotechnology, and pharmaceutical	Biodiscovery and Communication
	1.2.1.3	Conduct 2 Consultations on ABS process and procedural manual (Yangon and Naypyitaw)	Nov-18	Jan-19	1 Day * Approx. 50 participants * 2 consultations	Biodiscovery and Communication
	1.2.1.4	Prepare 3 model ABS contracts in consultation with the relevant departments for the sectors (Agrobiodiversity, pharmaceutical and biotechnology)	Jan-19	Mar-19	In close collaboration with Departments that enter into contracts for research and development on biological resources	ABS Policy Framework
	1.2.1.5	Conduct one National consultation on the ABS contracts models with relevant ministries and agencies to prioritize biodiscovery projects (Naypyitaw)	Mar-19	Mar-19	1 Day * Approx. 40 participants	ABS Policy Framework
1.3.1 Mechanisms institutionalized to facilitate: a) a Clearing House Mechanism (CHM) for countries that have a national ABS framework and are willing to advertise such framework and other ABS information in the CHM; b)	1.3.1.1	Design and upload a national ABS CHM	Oct-18	Mar-19	In close coordination with the MNREC particularly with the Department that maintains the Biodiversity CHM	Information Technology
	1.3.1.2	Organize two meetings at the ministerial level (Naypyitaw)	Jan-19	May-19	1 Day * Approx. 50 participants from multiple ministries * 2 consultations	Information Technology

Understanding at the ministerial level of the importance of genetic resources of innovation in the national economy and the need to support research and development for the valuation of biodiversity; c) Dialogue and collaboration between policy makers and stakeholders (including research institutions, private sector and ILCs) to ensure certainty and clarity for users and providers of genetic resources; and d) access to information and support compliance under the national law and the Nagoya Protocol	1.3.1.3	Conduct two trainings with the participation of women, students and local communities on the use of the CHM and links to global CHM	Jan-19	May-19	1 Day * Approx. 15 participants * 2 Trainings	Information Technology
<b>Outcome 2</b>	<b>Building trust between users and providers of genetic resources to facilitate the identification of biodiscovery efforts</b>				<b>Remarks</b>	
2.1.1 Existing and emerging partnerships for biodiversity between users and providers of genetic resources to generate "success stories" and practical lessons, as well as reinforce trust	2.1.1.1	Identify users of genetic resources and research capacities of those users. Compile information for potential biodiscovery initiatives in the country	Oct-18	Dec-18	Prioritize sectors in agriculture, biotech, and pharmaceutical for both government and private entities	Biodiscovery and Communication
	2.1.1.2	Conduct one workshop to learn about the biodiscovery initiatives and to promote partnerships	Mar-19	Mar-19	1 Day * Approx. 50 participants	Biodiscovery and Communication
	2.1.1.3	Identify necessary elements to attract investments in biodiscovery	Oct-18	Jan-19		Biodiscovery and Communication
	2.1.1.4	Develop the success stories in Myanmar and at least one ethnic language (from the relevant location) to understand the potential of biodiscovery and ABS	Jan-19	Apr-19		Biodiscovery and Communication
	2.1.1.5	Disseminate the publications to National level, regional level and local level stakeholders (government agencies, private sector, and community groups)	Nov-18	Jul-19		UNDP-MM

2.2.1 Information and experience exchange on the interaction between ABS rules and biodiversity-based research and development activities in various sectors, including best practices, training programmes, and modules on biodiversity, research procedures, intellectual property and business models of key industries (pharmaceutical, botanical, biotechnological, agricultural, the food/beverage biotechnology and cosmetics sector) developed and made available to relevant stakeholders including ILCs	2.2.1.1	Prepare the sectoral guidelines (ABS rules and biodiversity-based research and development activities) for the sectors of agriculture, pharmaceutical and biotechnology	Dec-18	May-19	In close collaboration with the research and development unit of selected government offices and private companies engaged in agriculture, pharmaceutical and biotechnology	ABS Policy Framework
	2.2.1.2	Conduct two trainings programme for using the guidelines (Yangon and one other location)	Apr-19	May-19	1 Day * Approx. 50 participants * 2 trainings	ABS Policy Framework
	2.2.1.3	Identify and document IPR links to biodiscovery and ABS for use by stakeholders including communities and women	Mar-19	Jun-19		ABS Policy Framework
2.2.2 Ethical codes of conduct or guidelines for research on TK and genetic resources	2.2.2.1	Develop an ethical code of conduct for research on TK and genetic resources	Mar-19	Jul-19	In close collaboration with research/scientific/academe associations, among others	Biodiscovery and Communication
	2.2.2.2	Organize one national seminar to disseminate the IPR and the ethical code of conduct among key stakeholders (Yangon or Naypyitaw)	Jul-19	Jul-19	1 Day * Approx. 50 participants	Biodiscovery and Communication
2.2.3 Campaign to raise awareness on the ABS national frameworks, CBD and Nagoya Protocol targeting policymakers, researchers, Indigenous and Local Communities (ILCs) and relevant industry	2.2.3.1	Develop training and awareness-raising material on the ABS national framework, CBD and Nagoya protocol in Myanmar language (with summary material in at least 2 ethnic languages relevant to project locations)	Oct-18	Feb-19		Biodiscovery and Communication
	2.2.3.2	Organize 5 workshops on issues related to the Nagoya Protocol and ABS (Regional/State and National Level – Yangon, Naypyitaw and at least 2 other locations)	Jan-19	Mar-19	1 Day * Approx. 50 participants * 5 workshops	Biodiscovery and Communication
	2.2.3.3	Organize five knowledge sharing sessions at High Schools, ILCs, Women groups and Community Based Organisations (CBOs)	Mar-19	Jun-19	1 Day * Approx. 25 participants * 5 sessions	Biodiscovery and Communication
	2.2.4.1	Define KAP assessment methods	Nov-18	Mar-19		Survey Frim

2.2.4 Knowledge, attitudes and practices(KAP) assessment surveys targeting specific groups (e.g., researchers, local communities and relevant industry) that may use or benefit from ABS transactions are carried out to assess enhances awareness about national ABS frameworks, the CBD and Nagoya Protocol	2.2.4.2	Provide training to relevant agencies for conducting KAP assessments and analyzing results (NB: Training sessions will actually also involve gathering of data and analyzing results by the participants; the contracted organisation will ensure quality control of data, consolidate, analyze, and finalize the report on KAP assessment)	Nov-18	Mar-19	1 Day * Approx. 50 participants	Survey Firm
<b>Outcome 3</b>		<b>Strengthening the capacity of indigenous and local communities to contribute to the implementation the Nagoya Protocol</b>				
3.1.1 Campaign increases ILCs awareness on the importance of genetic resources and TK associated with genetic resources and related access and benefit-sharing issues, including the need to participate in the national ABS policy-making process	3.1.1.1	Develop training and awareness-raising materials on the importance of genetic resources and TK associated with genetic resources and related access and benefit-sharing issues in Myanmar language and at least 2 ethnic languages relevant to project locations	Oct-18	Feb-19	Develop training and materials for target audience in mind (Print and E-copies)	Biodiscovery and Communication
	3.1.1.2	Organize three trainings sessions at the local level with the participation of women on issues of ABS, framework implementation, and participatory approaches	Aprl -19	Jun-19	1 Day * Approx. 50 participants * 3 trainings	Biodiscovery and Communication
3.1.2 Biocultural community protocols, model contractual clauses constitute the basis for clarifying Prior Informed Consent (PIC) and Mutually Agreed Terms (MATs) requirements between users and providers of TK and biological resources	3.1.2.1	Identify two communities involved in the management of genetic/natural resources to serve as case studies for the development of BCPs	Nov-18	Jan-19	Selection based on criteria such as: accessibility, willingness to participate, and existence of important TKAGR and GR	Biodiscovery and Communication
	3.1.2.2	Draft the BCPs together with the identified communities	Oct-18	Jab-19		Biodiscovery and Communication
	3.1.2.3	Conduct a workshop to build the capacity of the identified communities for implementing the BCP	Mar-19	Mar-19	1 Day * Approx. 20 participants	Biodiscovery and Communication