# MEMORANDUM OF UNDERSTANDING BETEWEEN EFFICIENT AND ACCOUNTABLE LOCAL GOVERNANCE (EALG), LOCAL GOVERNMENT DIVISION AND NATIONAL INSTITUTE OF LOCAL GOVERNMENT (NILG)

Memorandum of understanding laying down the condition of the cooperation process Launched by EALG and NILG.

This Memorandum of understanding (MOU) is entered into by the Efficient and Accountable Local Governance (EALG), is a part of overall programmatic framework for UNDP support to Government of Bangladesh Local Governance reforms, supported by the Swiss Agency for Development and Cooperation (SDC) and the Danish International Development Agency (DANIDA) are hereinafter referred to as the 'Project'.

Whereas, EALG aims to strengthen the capacities of local governments and other stakeholders to foster participatory local development service delivery for the SDGs. This Project will have the following three components; Strengthening Upazila Parishad (SUZP), Strengthening Union Parishad (SUP) and Policy for Effective Local Governance (PELG). As a part of its interventions for attaining its overall objectives, EALG will require research supports from renowned research organizations in conducting research on different local government issues by engaging young researchers or researchers' pool.

Whereas, National Institute of Local Government (NILG) is a renowned Government institute designated for conducting training and research on local government issues is hereinafter referred to as the 'Partner'.

NOW, THEREFORE, the parties agree to cooperate as follows:

### Article I: Purpose

The purpose of this MOU is to provide a framework of cooperation and facilitate collaboration between the parties, on a non-exclusive basis, in arsis of mutual interest.

## Article II: Areas of Cooperation

The parties agree to cooperate with each other in conducting research on the local government issues by implementing the following activities:



- (1) Select researchers and research supervisors by using selection criteria of EALG and facilitate utilization of research grant by engaging researchers/supervisors. The Research Institute will develop a detail call for proposal and grant award criteria and finalize that in consultation with EALG.
- (2) Provide training to the researchers on local government issues and on research methodology.
- (3) Assist the researchers in developing detailed proposals for the research on local government issues including the data collection tools, work-plan etc.
- (4) Assist the researchers in data collection and conduct the whole research by maintaining time schedule and work-plans.
- (5) Quality assurance of the data collected by the researchers. EALG will provide quality assurance support to the Research Institute while the Research Institute will provide periodical progress report to the EALG.
- (6) Review draft reports prepared by the researchers and share with relevant authority for necessary comments.
- (7) Prepare final reports and disseminate among relevant stakeholders.
- (8) Publish final reports in the forms of articles or reports.

# Article III: Implementation of the MOU

- 3.1 The agreement between EALG and NILG shall be considered effective from the date of signing the agreements by both the parties and remain valid until December 2022, provided either of the party withdraw in accordance with the provision of MOU;
- 3.2 NILG shall conduct researches upon requests from EALG Project by using its assigned research resource pool and/or hired resource persons whenever required to ensure quality of the research. No sub-contracting of services by NILG to other organizations should be allowed;
- 3.3 NILG should generally follow the time schedule agreed upon but to unforeseen exigencies adjustments be made in the schedule on mutual discussion and agreement;
- 3.4. For delivering the research, NILG will nominate a focal person who shall be responsible to coordinate the activities and maintain communication between NILG and EALG on behalf of the organization;
- 3.5 EALG project will provide necessary fund/budget to NILG as per the agreed research programs and concept paper developed for this purpose and based upon government rules and procedures;
- 3.6 A prior endorsement on the research proposal will be required from EALG project before going to implement any research intervention, financed by the Project;

- 3.7 NILG will prepare the final research report and submit to EALG project management. It will ensure utilization of the financial resources efficiently and economically with the budget allocation under specified line items of expenditure. NILG will preserve all financial documents of incurred expenditures for Foreign Aided Project Audit Directorate (FAPAD, Local Government Audit etc.);
- 3.8 The EALG project authority will monitor and evaluate the performance of the young researchers and will provide necessary feedback for further improvement of the research programs;
- 3.9 The payment will be made in the following manner: First tranche will be paid as advance upon signing of MoU and the next trances will be paid upon receipt of bi-monthly progress reports. Final payment will be paid upon receiving research and financial report of the research programs and submission of request.
- 3.10 NILG will open a separate bank account for receiving funds for implementation of EALG activities and bank account number will be forwarded to EALG after signing of MOU.

#### Article IV: Use of Name and Emblem

- 4.1 Neither party shall use the name, emblem or trademarks of the other party, its subsidiaries, and/or affiliates, or any abbreviation thereof, in connection with its business or otherwise without the express prior written approval of the other Party in each case.
- 4.2 NILG acknowledges that it is familiar with EALG's ideas and objectives and recognizes that its name and emblems may not be associated with any political or sectarian cause or otherwise used in a manner inconsistent with the status, reputation and neutrality of EALG;
- 4.3 The parties agree to recognize and acknowledge this partnership, as appropriate. To this end, the parties shall consult with each other concerning the manner and form of such recognition and acknowledgement.
- 4.4 While publishing the reports in any form, EALG's contribution will be acknowledged. EALG will use UNDP's branding policy while publishing the research reports.

#### Article V: Duration, Termination, Modification

- 5.1 The proposed cooperation under this MOU is non- exclusive and shall have duration of project period till December 2022 unless terminated earlier by either party based upon two months' notice in writing to the other party;
- 5.2 This MOU may be amended by mutual agreement of the parties reflected in writing.





## Article VI: Statement of Disputes

6.1 The parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of this MOU;

## Article VII: Privileges and Immunities

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

IN WITNESS WHEREOF, the duty authorized representatives of the parties affix their signatures below.

For EALG
Mr. Amitavh Sarker

Signature

Additional Secretary Local Government Division & National Project Director, EALG

Date:

For NILG

Name: ---

Signature Director General

National Institute of Local Government (NILG), Dhaka

Date: