

**STANDARD LETTER OF AGREEMENT BETWEEN
THE UNITED NATIONS DEVELOPMENT PROGRAMME AND
INSTITUTE OF ENGINEERING (IOE) - CENTER FOR URBAN PLANNING STUDIES
ON SUPPORT TO DEVELOP A REPLICABLE METHODOLOGY AND FRAMEWORK FOR
UNDERTAKING RECLUSTERING OF AFFECTED COMMUNITIES, AND ITS DEMONSTRATION IN A
SELECTED COMMUNITY
WHEN UNDP SERVES AS IMPLEMENTING PARTNER**

Your Excellency,

1. Reference is made to the consultations between officials of the United Nations Development Programme (hereinafter referred to as "UNDP") in Nepal and officials of Institute of Engineering (IOE), Centre for Urban Planning Studies (CUPS) with respect to the realization of activities by IOE-CUPS (in collaboration with CEPT University, India) in the implementation to support to develop a replicable methodology and framework for undertaking reclustering of affected communities, and its demonstration in a selected community as specified in Attachment 1: Project Document, for which IOE-CUPS has been selected as implementing partner, where in IOE-CUPS is contributing staff time of its Professors on a voluntary basis. CEPT University, India is a collaborating partner with IOE-CUPS in this project as per the IOE-CUPS project document and UNDP will directly contract CEPT University.
2. In accordance with the Project Document and with the following terms and conditions, we confirm our acceptance of the activities to be provided by *IOE-CUPS* towards the project, as specified in Attachment 2: Description of Activities (hereinafter referred to as "Activities"). Close consultations will be held between *IOE-CUPS* and UNDP on all aspects of the Activities.
3. *IOE-CUPS* shall be fully responsible for carrying out; with due diligence and efficiency, all Activities in accordance with its financial regulations, rules and other directives, only to the extent they are consistent with UNDP's Financial Regulations and Rules. In all other cases, UNDP's Financial Regulations and Rules must be followed.
4. In carrying out the activities under this Letter, the personnel and sub-contractors of *IOE-CUPS* shall not be considered in any respect as being the employees or agents of UNDP. UNDP does not accept any liability for claims arising out of acts or omission of *IOE-CUPS* or its personnel, or of its contractors or their personnel, in performing the Activities or any claims for death, bodily injury, disability, damage to property or other hazards that may be suffered by *IOE-CUPS*, and its personnel as a result of their work pertaining to the Activities.
5. Any subcontractors, including NGOs under contract with *IOE-CUPS*, shall work under the supervision of the designated official of *IOE-CUPS*. These subcontractors shall remain accountable to *IOE-CUPS* for the manner in which assigned functions are discharged.
6. Upon signature of this Letter, UNDP will make payments to *IOE-CUPS*, according to the schedule of payments specified in Attachment 3: Schedule of Activities, Facilities and Payments. Following is the bank detail:

Bank's Name: Himalayan Bank, Pulchowk

Account Holder's Name: IOE, Center for Urban Planning Studies

Account Type: Current.

Account Number: 00600302720018

UNDP concerning the status and use of funds and shall promptly advise UNDP any time when *IOE-CUPS* is aware that the budget to carry out these Activities is insufficient to fully implement the project in the manner set out in the Attachment 2. UNDP shall have no obligation to provide *IOE-CUPS* with any funds or to make any reimbursement for expenses incurred by *IOE-CUPS* in excess of the total budget as set forth in Attachment 3.

8. *IOE-CUPS* shall submit a cumulative Inception Report on 4th Dec, 2015 after signing the contract and due dates of second and third deliverables will be towards end April and May 2016 respectively. The report will be submitted to UNDP through the UNDP Country Director or UNDP Resident Representative within 30 days following those dates. The format will follow the standard UNDP expenditure report [a model copy of which is provided as Attachment 4]. UNDP will include the financial report by *IOE-CUPS* in the financial report for [Project: Comprehensive Disaster Risk Management Programme ID: 00077652].
9. *IOE-CUPS* shall submit such progress reports relating to the Activities as may reasonably be required by the project manager in the exercise of his or her duties.
10. *IOE-CUPS* shall furnish a final report within 12 months after the completion or termination of the Activities, including a list of non-expendable equipment purchased by *IOE* and all relevant audited or certified financial statements and records related to such Activities, as appropriate, pursuant to its Financial Regulations and Rules.
11. Equipment and supplies that may be furnished by UNDP or procured through UNDP funds will be disposed as agreed, in writing, between UNDP and *IOE-CUPS*.
12. Any changes to the Project Document which would affect the work being performed by *IOE-CUPS* in accordance with Attachment 2 shall be recommended only after consultation between the parties.
13. For any matters not specifically covered by this Letter, the Parties would ensure that those matters shall be resolved in accordance with the appropriate provisions of the Project Document and any revisions thereof and in accordance with the respective provisions of the Financial Regulations and Rules of the *IOE-CUPS* and UNDP.
14. The arrangements described in this Letter will remain in effect until the end of the project, or the completion of activities of *IOE-CUPS* according to Attachment 2, or until terminated in writing (with 30 days notice) by either party. The schedule of payments specified in Attachment 3 remains in effect based on continued performance by *IOE-CUPS* unless it receives written indication to the contrary from UNDP.
15. Any balance of funds that is undispersed and uncommitted after the conclusion of the Activities shall be returned within 90 days to UNDP.
16. Any amendment to this Letter shall be effected by mutual agreement, in writing,
17. All further correspondence regarding this Letter, other than signed letters of agreement or amendments thereto should be addressed to [name and address of Country Director/Resident Representative, UNDP].
18. *IOE-CUPS* shall keep the UNDP Country Director/Resident Representative fully informed of all actions undertaken by them in carrying out this Letter.
19. UNDP may suspend this Agreement, in whole or in part, upon written notice, should circumstances arise which jeopardize successful completion of the Activities.
20. Any dispute between the UNDP and *IOE-CUPS* arising out of or relating to this Letter which is not settled by negotiation or other agreed mode of settlement, shall, at the request of either party, be

submitted to a Tribunal of three arbitrators. Each party shall appoint one arbitrator, and the two arbitrators so appointed shall appoint a third arbitrator, who shall be the chairperson of the Tribunal. If, within 15 days of the appointment of two arbitrators, the third arbitrator has not been appointed, either party may request the President of the International Court of Justice to appoint the arbitrator referred to. The Tribunal shall determine its own procedures, provided that any two arbitrators shall constitute a quorum for all purposes, and all decisions shall require the agreement of any two arbitrators. The expenses of the Tribunal shall be borne by the parties as assessed by the Tribunal. The arbitral award shall contain a statement of the reasons on which it is based and shall be final and binding on the parties.

21. If you are in agreement with the provisions set forth above, please sign and return to this office two copies of this Letter. Your acceptance shall thereby constitute the basis for IOE-CUPS participation in the implementation of the project.

Yours sincerely,

Signed on behalf of UNDP



Sophie Kemkhadze
Deputy Country Director (P), UNDP

Date: 3 December, 2015

Signed on behalf of IOE-CUPS



Prof. Dr. Sushila Ghoshal
Director, Center for Urban Planning Studies (CUPS), IOE

Date: 3 December, 2015

Attachment 1

PROJECT DOCUMENT (Attached separately)

Attachment 2

DESCRIPTION OF ACTIVITIES

Project number: 00077652

Project title: Support to develop a replicable methodology and framework for undertaking re-clustering of affected communities, and its demonstration in a selected community

Results to be achieved by IOE-CUPS

Provide a summary of the results to be achieved by *IOE-CUPS*, particularly the outputs they are expected to produce.

- Develop habitat plans for the development of clustered dwellings resilient to earthquakes and other natural risks in an appropriate location for earthquake-affected households guided by integrated physical and social development plans.
- Develop a replicable methodology and framework captured in a guideline/ process manual for undertaking re-clustering of affected communities

Work to be performed by IOE

Explain the activities to be carried out by *IOE-CUPS*.

- Desk study: Review of relevant legal provisions, policies and past government initiatives on the integrated development of rural settlements.
- Feasibility study: Field survey in the pilot project area (to be proposed by DUDBC/MOUD) to identify ideal location for the development of a clustered settlement based on predetermined factors such as land availability and suitability, vulnerability to natural hazards and risks, public acceptance and willingness to contribute, technical feasibility, affordability, environmental sustainability, and economic opportunities, among others.
- Profile: Socio-economic and demographic and physical information of the project area which includes the site area for the planned settlement as well as the place of origin of the proposed inhabitants under the presumption of short-distance relocation.
- Multi-hazard study: preparation of risk-sensitive land use maps based on the study of local geology, topography, soil and climate conditions, and climate change considerations.
- Resettlement models: development of different options (including financial analysis) considering safety, affordability and technical feasibility in close consultation with local community, the MOUD, the UNDP, and other relevant stakeholders.
- Detailed plan: Preparation of a detailed re-clustering physical development and socio-economic plan based on the feedback on the resettlement models to be included in a detailed project report (DPR).
- Manual: Systematic documentation of the whole process to be presented as a manual or guidelines for similar reconstruction.
- Implementation: Block layout for land readjustment and construction of the pilot settlement (two model houses) under the directives of the MOUD

Description of inputs:

Provide a detailed description of the project inputs by activity. This may include personnel, contracts, training, equipment, miscellaneous and micro-capital grants.

- Technical support to *IOE-CUPS* for Support to develop a replicable methodology and framework for undertaking reclustered of affected communities, and its demonstration in a selected community
- Report writing and monitoring the activities
- Funding support as per the agreement.

Annexes:

Attach, as appropriate, job descriptions for consultants, terms of reference for contracts, technical specifications for equipment items, training nomination forms, etc. **As per project proposal**

Attachment 3

Scheduled of Activities, Facilities and Payments

Year 2015/2016

EXPECTED CP OUTPUTS and indicators including annual targets	PLANNED ACTIVITIES <i>List all activities to be undertaken during the year towards stated outputs</i>	Planned Budget				Amount NRs	Q1	Q2
		2015 - Q4	2016 - Q1	2016 - Q2	Q4			
A specific habitat plan for the selected settlement based on detailed study, research and participatory consultative process with local community.	Desk Study, Data Collection, Development of Methodology, Survey tools and orientation to Students				66,000			
	Feasibility Study (Field) For Identification of VDCs and area in which study will be carried out.				1,49,000	1,49,000		

Mid Term and Final Workshop									
Workshop I Discuss the findings from the field and further course of action, seek advice from the experts and stakeholders							1,30,000		
Workshop II: Disseminate the outcome of the study to larger audiences and seek their opinions							1,30,000		
TOTAL							17,03,800	5,35,000	11,68,000

Note:

- Expenditures for personnel services may be limited to salary, allowances and other entitlements, including the reimbursement of income taxes due and travel costs on appointment to the project, duty travel within the programme country or region and repatriation costs.
- UNDP shall be responsible for providing miscellaneous services such as secretarial assistance, postage and cable services and transportation as may be required by IOE in carrying out their assignment.
- Adjustments within each of the sections may be made in consultation between UNDP and IOE. Such adjustments may be made if they are in keeping with the provisions of the Programme Support/Project Document and if they are found to be in the best interest of the project.

Attachment 4

MODEL UNDP EXPENDITURE REPORT

Period Dec 2015 to May 2016

EXPECTED CP OUTPUTS and indicators including annual targets	PLANNED ACTIVITIES <i>List all activities to be undertaken during the year towards stated outputs</i>	Planned Budget		Payments and Expenditures		
		Budget Description	Amount	Payments received	Expenditures	Balance
A specific habitat plan for the selected settlement based on detailed study, research and participatory consultative process with local community.	Desk Study, Data Collection, Development of Methodology, Survey tools and orientation to Students	HR (Prof, Students) -Local Transport cost @200/ each/day -Other costs: Maps, Stationaries, photocopies and communication	66,000			
	Feasibility Study (Field) For Identification of VDCs and area in which study will be carried out.	-Travel including accommodation, food for selection of settlement and discussion with local authorities -HR (Faculty and Students) -Stationaries	1,49,000			
A process manual to inform practice of clustering processes in other similar contexts taking a comprehensive view of various dimensions of human settlements.	Developing Plan and Process manual, Field Travel (Socio Economic Survey, Community Consultation, data collection) including accommodation and food	- Field Travel:1 vehicle for 15 days @15,000 - HR(Professor, Students) - Logistics	640,000			
	Development of Preliminary Plan and Manual DESK WORK	- HR - Transportation - Half Day Workshop in IOE	58,400			
	Draft Plan and manual	- HR -Transportation - Logistics	58,400			
	Community feedback	- HR -Transportation - Logistics	1,41,000			
	Final Plan and Manual	- HR -Transportation -Logistics	98,000			

	Trip Travel to Ahmadabad for Students and professors from IOE	-Economy Class Airfare (two way) -Local transport -Fooding	3,63,000			
	Mid Term and Final Workshop	Worskshop I: Discuss the findings from the field and further course of action, seek advice from the experts and stakeholders Worskshop II: Disseminate the outcome of the study to larger audiences and seek their opinions	1,30,000			
	TOTAL		17,03,800			

Payment Schedule

- The first installment sum of amount NRs 5, 35,000 will be advanced to the IOE (CUPS) within 30 working days following signature of the present Agreement for 2015 – Q4.
- The second instalment sum of amount NRs 11, 68,800 will be advanced to IOE upon liquidation of minimum 80% from previous advance for 2015 -Q4 and when a financial report and other agreed-upon documentation, as referenced in the agreement, for the activities completed have been submitted to and accepted by UNDP as showing satisfactory management and use of UNDP resources.

UNITED NATIONS DEVELOPMENT PROGRAMME

Comprehensive Disaster Risk Management Programme (CDRMP)

Terms of Reference

Support to develop a replicable methodology and framework for undertaking reclustered of affected communities, and its demonstration in a selected community

Duration: 6 months

Execution Modality: LOA (IOE); Contract (CEPT)

1. Background :

The M 7.8 Nepal earthquake of April 25, 2015 struck at 11:56: NST, with its epicenter located at 28.147°N 84.708°E in Barpak Gorkha Area of Nepal, at a shallow focal depth of 15.0 km causing huge losses to human life and economy. The mega earthquake followed by numerous aftershocks of lower magnitude, and the M 6.8 scale aftershock with epicenter in Dolkha/Sindhupalchowk caused devastation in Dolkha, Sidhupalchowk, Gorkha and surrounding districts. The unfortunate event killed more than 8000 people and injured more than 15000 populations. Further the earthquake cause damage to more than 800000 structures in the country including numerous school and health buildings. The earthquake has impacted the housing and human settlements sector the most. The total effect (damage and loss) on this sector is valued at NPRs 350,379 million, with total damage valued at NPRs 303,631 million and total loss at NPRs 46,748 million.

The PDNA carried out by Government of Nepal reveals that 31 districts badly affected by the earthquake and hence announced different packages of reliefs to its citizen.

Government of Nepal has expressed its resolve to support the affected communities to reconstruct their houses in manner that they are more resilience to any such future hazards. Many of the hazards are linked to land and location. To ensure resilient communities and safe habitats, it is felt necessary that issues of high risk locations are looked into. In certain cases, where there is imminent threat of land or location related risk, it will not be prudent to reconstruct without long term resilience perspective. In such cases, MoUD has proposed a process of clustering the houses to improve settlement safety considering Risk Sensitive Land Use Planning (RSLUP).

2. Rationale of the study

The PDNA notes that the clustering/relocation of settlements whose present location is at high risk should be considered and also because some households have lost their land in the earthquake and may need clustering. The PDNA suggests that any reclustered needs to be carefully planned and consider several factors: i) alternate low-risk location should be selected as close as possible to the original location; ii) beneficiary families should be consulted while developing the relocation plan

and programmes; iii) the relocation plan should see to it that the livelihood opportunities of the beneficiaries are not compromised at any cost; iv) additional incentives should be provided to the relocated community in the form of monetary, material, technical and labour resources for reconstruction; v) overall living standards should be improved through the provision of community services such as schools, health centres and local roads; and temporary access routes to the original site should be provided to facilitate the return of the communities to their places of origin to observe ethnic and religious practices.

Through clustering process, Government of Nepal also aims to provide better access, electricity, water and other social services like education and health care. At the same time, socio-cultural and livelihood aspects involved in re-clustering of the community are extremely important. Only when the community itself leads such a process, it is possible. While recognizing this essential foundation for the process of clustering of houses, we need not only creative planning solutions but also need to design methods by which such stakeholder driven process is undertaken to achieve the objective of resilient settlements. Academic institutions (faculty and students) can bring fresh perspectives for such complex social challenges of habitat reconstruction.

MoUD and UNDP are keen that academic institutions (faculty and students) get involved to bring creativity and innovations in this challenging process of clustering. This may be a unique opportunity to students and faculty to engage in a 'real time' socially relevant project that can steer the earthquake affected community towards more dignified and safer living conditions. It is with this objective that based on specific inputs from MOUD to facilitate an Indian University (culturally and socially similar contexts) to work closely with a University in Nepal that UNDP has engaged in discussions with CEPT University (Ahmedabad) and IOE (Kathmandu) to encourage them to develop a collaborative proposal for clustering of houses

3. Objectives of Research:

The overall objective of the research is to support Government of Nepal to develop a replicable methodology and framework for undertaking re-clustering of affected communities, and to demonstrate in a selected community.

The specific objectives of the program are:

- Develop habitat plans for the development of clustered dwellings resilient to earthquakes and other natural risks.
- Implement a pilot project in an appropriate location to re-settle earthquake- affected households guided by integrated physical and social development plans.

4. Methodology

For solutions to be not just academic but practical for actual implementation, real time engagement of the local community will be essential in any such process. Planning processes and solutions should not be top down but people centred. Therefore, it will be necessary to organise and involve a Village Committee to participate and lead the consultative and consensus building process at settlement level to recluster the houses making the whole community more resilient. The clustering

approach needs to be take a comprehensive view including natural hazards, geo-technical conditions, livelihood activities, land and infrastructure, community resources, socio-cultural aspects, etc..

The study would be conducted by IOE in collaboration with CEPT involving Professors and Masters' students in Planning and Architecture implemented through joint studio programme and site work. Suggested methodology could include:

- **Desk study:** Review of relevant legal provisions, policies and past government initiatives on the integrated development of rural settlements.
- **Feasibility study:** Field survey in the pilot project area (to be proposed by DUDBC/MOUD) to identify ideal location for the development of a clustered settlement based on predetermined factors such as land availability and suitability, vulnerability to natural hazards and risks, public acceptance and willingness to contribute, technical feasibility, affordability, environmental sustainability, and economic opportunities, among others.
- **Profile:** Socio-economic and demographic and physical information of the project area which includes the site area for the planned settlement as well as the place of origin of the proposed inhabitants under the presumption of short-distance relocation.
- **Multi-hazard study:** preparation of risk- sensitive land use maps based on the study of local geology, topography, soil and climate conditions, and climate change considerations.
- **Resettlement models:** development of different options (including financial analysis) considering safety, affordability and technical feasibility in close consultation with local community, the MOUD, the UNDP, and other relevant stakeholders.
- **Detailed plan:** Preparation of a detailed recluster physical development and socio-economic plan based on the feedback on the resettlement models to be included in a detailed project report (DPR).
- **Manual:** Systematic documentation of the whole process to be presented as a manual or guidelines for similar reconstruction.
- **Implementation:** Block layout for land readjustment and construction of the pilot settlement (two model houses) under the directives of the MOUD

5. Time Frame

Total Time required to accomplish the study will be about 6 months.

6. Possible Outcome:

The initiative aims to not only come up with creative solution for a specific rural settlement under threat of natural hazards due to its location but also to design methods for undertaking such a housing process. Besides a specific habitat plan for a settlement, the initiative would come out with guidelines on approach and methodology for clustering process

7. Expected deliverables and proposed payment schedule:

Area/Activity	Payment Schedule						
	M1	M2	M3	M4	M5	M6	
1. Submission of Inception Report							40%
2. Submission of detailed recluster plan for selected community							30%
3. Submission of guideline/ process manual for recluster							30%

9. Management Arrangements and Reporting Requirements:

- The collaborating institutions will work closely with the CDRMP Programme manager (PM) and will coordinate with the PO NBC of the CDRMP.
- The collaborating institution will provide monthly brief updates to the PM on the progress of work/challenges/ risks and will provide technical reports of each activity and areas of activities within a working week upon completion date of the activity (ies). The collaborating institution will also submit a compiled report with executive summary (not more than four page) on all provided services including analysis of lessons learned and recommendations in consultation with concerned national stakeholders in Nepal
- It will be the responsibility of the collaborating institutions to consult, coordinate and liase with DUDBC, MOUD and other relevant agencies in carrying out the activities.

Ownership and Intellectual Property:

- Upon payment of the contract UNDP/CDRMP and proposer agree on, the UNDP/CDRMP shall acquire ownership of all assigned deliverables in their tangible form (hard and soft copies) and their right to use them as deemed fit. The deliverables may thus not be published or used without the expressed permission of the UNDP/CDRMP

Prepared by:



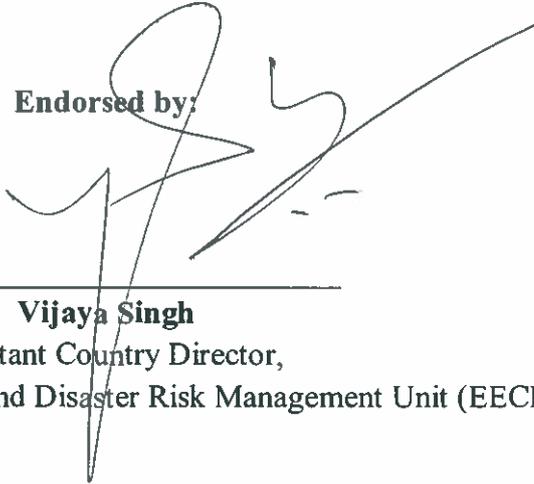
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