

**STANDARD LETTER OF AGREEMENT BETWEEN
THE UNITED NATIONS DEVELOPMENT PROGRAMME AND
TRIBHUVAN UNIVERSITY, CENTRAL DEPARTMENT OF ENVIRONMENTAL SCIENCE
ON THE IMPLEMENTATION OF "CONDUCTING DISASTER FOCAL POINTS' NATIONAL
WORKSHOP ON DISASTER MANAGEMENT
WHEN UNDP SERVES AS IMPLEMENTING PARTNER**

HOW TO USE THIS LETTER

- This Letter is used when a Government ministry/institution or an International Governmental Organization (IGO) cooperates with UNDP to carry out activities as a Responsible Party when UNDP serves as an implementing partner.
- This Letter can be used as a guideline and tailored to different situations where UNDP enters into an agreement with the different Government ministries/institutions/IGOs. Therefore, not every clause would necessarily be applicable. However, any deviation from this standard Letter should be cleared by HQ.

TERMINOLOGY

1. This Agreement utilizes the harmonized terminology in line with the revised financial regulations and rules (FRR) which have introduced new/redefined terms as follows:
 - a. 'Execution' is the overall ownership and responsibility for UNDP programme results at the country level which is exercised by the government, through the Government Coordinating Agency by approving and signing the Country Programme Action Plan (CPAP) with UNDP. Therefore, all activities falling within the CPAP are nationally executed.
 - b. 'Implementation' is the management and delivery of programme activities to achieve specified results, specifically the mobilization of UNDP programme inputs and their use in producing outputs that will contribute to development outcomes, as set forth in the Annual Work Plans (AWPs).

These two terms are elaborated under the Legal Framework section of the Programme and Project Management Section of the POPP.
2. It is important to note that at the level of project management, the terms "execution" under the non-harmonized operational modalities, including global and regional projects and "implementation" under the harmonized operational modalities have the same meaning, i.e. management and delivery of project activities to produce specified outputs and efficient use of resources. Therefore, this Agreement uses the term "implementation" in line with the "harmonized operational modalities" to cover also at the project level the term "execution" under the non-harmonized operational modalities. More specifically, all references to "Executing Agency" have been replaced with "Implementing Partner".
3. When using this Letter of Agreement in non-harmonized or non-CPAP countries, change the following terms as follows:
 - a. Execution instead of Implementation
 - b. Executing Entity instead of 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 **Tribhuvan University, Central Department of Environmental Science (TU-CDES)** with respect to the realization of activities by **TU-CDES** in the implementation of the as specified in Attachment 1: Project Proposal, to which UNDP has been selected as implementing partner.
2. In accordance with the attachment 1 and with the following terms and conditions, we confirm our acceptance of the activities to be provided by **TU-CDES** towards the activities, as specified in Attachment 2: Description of Activities (hereinafter referred to as "Activities"). Close consultations will be held between **TU-CDES** and UNDP on all aspects of the Activities.
3. **TU-CDES** shall be fully responsible for carrying out, with due diligence and efficiency, all Activities in accordance with its Financial Regulations and Rules.
4. In carrying out the activities under this Letter, the personnel and sub-contractors of **TU-CDES** 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 **TU-CDES** 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 **TU-CDES**, and its personnel as a result of their work pertaining to the Activities.
5. Any subcontractors, including NGOs under contract with **TU-CDES**, shall work under the supervision of the designated official of **TU-CDES**. These subcontractors shall remain accountable to **TU-CDES** for the manner in which assigned functions are discharged.
6. Upon signature of this Letter, UNDP will make payments to **TU-CDES**, amounting to NPR 2,150,200.00 (In words two million one hundred fifty thousand and two hundred Nepalese Rupees) only according to the following schedule of payments and as specified in Attachment 3: Schedule of Activities, Facilities and Payments.

DELIVERABLE	Percentage	Amount in NPR
Upon signature of this letter	100% (Advance)	2,150,200
Note: After the completion of workshops, develop and submit the final report on the proceeding and key recommendations made in the workshops.		

Following is the bank detail:

Bank's Name: Global IME Bank Ltd

Account Holder's Name: Central Department of Environmental Science

Account Type: Current

Account Number: 0501010000123

7. **TU-CDES** shall not make any financial commitments or incur any expenses which would exceed the budget for the Activities as set forth in Attachment 3. **TU-CDES** shall regularly consult with UNDP concerning the status and use of funds and shall promptly advise UNDP any time when **TU-CDES** 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 **TU-CDES** with any funds or to make any reimbursement for expenses incurred by **TU-CDES** in excess of the total budget as set forth in Attachment 3.
8. **TU-CDES** shall submit a cumulative financial report after completion of the workshop within 15 days (25 Dec, 2016). 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 **TU-CDES** in the financial report for Project *Comprehensive Disaster Risk Management Programme*.
9. **TU-CDES** 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. **TU-CDES** shall furnish a final report, including finance and progress report within 1 month after the completion or termination of the Activities, including a list of non-expendable equipment purchased by **TU-CDES** 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 **TU-CDES**.
12. Any changes to the Project Proposal, Description of Activities, Schedule of Activities, Facilities and Payments and budgets which would affect the work being performed by **TU-CDES** 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 Proposal and any revisions thereof and in accordance with the respective provisions of the Financial Regulations and Rules of the **TU-CDES** and UNDP.
14. The arrangements described in this Letter will remain in effect until the end, or the completion of activities of **TU-CDES** according to Attachment 1, 2 and 3, 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 **TU-CDES** 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 The Country Director, UNDP Nepal and /Resident Representative, UNDP, Nepal.
18. TU-CDES 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 TU-CDES 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 your TU-CDES participation in the implementation of the project.

Yours sincerely,
Signed on behalf of UNDP


Sophie Kemkhadze
Deputy Country Director, UNDP

Date: 13/Dec/2016

Signed on behalf of Tribhuvan University, Central Department of Environmental
Science



Prof. Dr. Rejina Maskey
Acting Head, Central Department of Environmental Science

Tribhuvan University, Kirtipur
Date:



Attachment 1

PROJECT DOCUMENT (Attached separately)

Attachment 2

DESCRIPTION OF ACTIVITIES

Project number:

Project title: **Conducting Disaster Focal Points' Workshop on Disaster Management with focus on Preparedness and Response under the chairmanship of Ministry of Home Affairs. .**

Results to be achieved by TU-CDES

Provide a summary of the results to be achieved by TU-CDES, particularly the outputs they are expected to produce.

- Review the relevant documents and revise workshop schedule in consultation with the Ministry of Home Affairs and UNDP CDRMP
- Coordinate and facilitate the Workshops (two workshops) effectively
- Develop and submit the final report on the proceeding and key recommendations made in the workshop

Work to be performed by TU-CDES

Explain the activities to be carried out by TU-CDES.

- Disaster focal points from selected DAOs and RAOs will have increased understanding on Nepal's DRM policies, practices, and emergency preparedness and response issues.
- The participants will have developed clear understanding on EOC network concept and operational capacity of EOC Network operation management and its strengthening
- An action plan will be developed for strengthening disaster preparedness and EOC Network performance.

Description of inputs:

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

Training Facilitators:

- Altogether there will be three facilitators representing both DM and Disaster Preparedness and Response.
- Other will be paper/session presenters from GoN Officials.

Logistics and Management

- TU-CDES will manage and facilitate the workshop as per the submitted proposal.

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. (Attached separately, ToR, Workshop Program)

Attachment 3

Scheduled of Activities, Facilities and Payments

Year 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>	Timeframe 2016				Planned Budget		Schedule of payments by UNDP			
		Q1	Q2	Q3	Q4	Budget Description	Amount NPR	Q1	Q2	Q3	Q4
1) Review the related documents and revise Workshop Agenda	<ul style="list-style-type: none"> Review of DM/DRR docs 					Baidu Foundation	19,50,200.00				19,50,200.00
	<ul style="list-style-type: none"> Consultations with MoHA, and UNDP/CDRMP 										
2) Facilitate the workshops (two workshops: one each at Pokhara and Nepalgunj) as per the agreed schedule	<ul style="list-style-type: none"> Facilitate the workshop 										
	<ul style="list-style-type: none"> Document the workshop discussion 										
2) Token support to the International Conference on Biodiversity, CC and Livelihood						Baidu Foundation	200,000.00				200,000.00
3) Develop and submit the final report on the proceeding (Both technical and financial report)	<ul style="list-style-type: none"> Prepare workshop proceedings covering all the activities/discussions, etc. Prepare financial report as per the actual expenditures 					Total	21,50,200.00				21,50,200.00

Payment Schedule

- The first and single installment of 100 % (NRs 21,50,200.00) will be advanced to the TU-CDES within one week following signature of the present Agreement.
- The details of the budget breakdown is as given below:

Workshop, 23-24 December 2016, Nepalgunj

Financial proposal

S.N.	Particular	Unit	Rate	Amount
A.	Review, documentation, preparation of programme brochure, schedule, report proceeding (1 persons)	days (3)	10000	30000
B	Programme facilitation (2 persons)	2 days	8000	32000
C	Management staff support (1 person)	3 days	5000	15000
D	Paper presenters (8 person)	persons	3000	24000
E	Session chair (4 person)	persons	3000	12000
	Sub-total (A-E)			111000
F	Stationary including training materials (Bag,Dairy, Pilot Pen, Clip Folder, & others handsout)	27	2500	67500
G	Workshop Cost	27	3800	102600
H	Travel for participants			150000
I	DSA for participants			197500
J	Reception	27	1000	27000

K	Miscellaneous				15000
L	TU-CDES Overhead cost(including communication, internet, electricity, fuel, etc)				50000
	Sub-total (F-L)				609600
	Grand Total				722600

Workshop at Pokhara, 18-19 Dec 2016, Pokhara

Financial proposal

S.N.	Particular	Unit	Rate (NPR)	Amount (NPR)
A.	Review, documentation, preparation of programme brochure, schedule, report proceeding (1 persons)	days (4)	12000	48000
B	Programme facilitation (1 persons)	3 days	10000	20000
C	Management staff support (1 person)	3 days	5000	15000
D	Paper presenters (8 person)	persons	3000	24000
E	Session chair (4 person)	persons	3000	12000
Sub-total (A-E)				119000
F	Stationary including training materials (Dairy, Pilot Pen, Clip Folder, & others handout)	45	2500	112500
G	Workshop Cost	45	5000	225000
H	Travel for Participants	0		245000
I	DSA for participants	45	0	411100
J	Reception	45	1000	45000
K	Miscellaneous			20000
L	TU-CDES Overhead cost(including communication, internet, electricity, fuel, etc)			50000
Sub-total (F-L)				1108600

Grand Total (NPR)		1227600
M	Total of two workshops (Pokhara and Nepalgunj)	1950200
N	Token support to Interational Conference on Biodiversity, Climate Change Assessment and Impact on Livelihood by TU Central Dept of Botany	200000
O	Grand Total (Two workshops and support to one Conference support)	2150200

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 TU-CDES in carrying out their assignment.
- Adjustments within each of the sections may be made in consultation between UNDP and TU-CDES. 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 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
1) Review the related documents and revise program agenda	• Review of DM/DRR docs					
	• Consultations with MoHA and UNDP CDRMP					
2) Facilitate the workshop as per the agreed schedule	• Facilitate the workshop					
	• Document the workshop discussion					
3) Develop and submit the final report on the proceeding (Both technical and financial report)	• Prepare workshop proceedings covering all the activities/discussions, etc.					
	• Prepare financial report as per the actual expenditures					
		Total				