

**STANDARD LETTER OF AGREEMENT BETWEEN
THE UNITED NATIONS DEVELOPMENT PROGRAMME AND
TRIBHUVAN UNIVERSITY, CENTRAL DEPARTMENT OF ENVIRONMENTAL SCIENCE
ON THE IMPLEMENTATION OF "MAINSTREAMING GESI IN D/CRM" TRAINING TO
NATIONAL FOCAL POINT SYSTEM
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 **Mainstreaming GESI in D/CRM training** 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 of NRS 805,680.00 (Rupees eight hundred five thousand six hundred and eighty) to TU-CDES, according to the schedule of payments specified in Attachment 3: Schedule of Activities, Facilities and Payments. 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 (10 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:

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



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Kedar Rijal, Ph.D
23 Star 2076



Head, Central Department of Environment Science
Tribhuvan University, Kirtipur
Date:

Attachment 1

PROJECT DOCUMENT (Attached separately)



Attachment 2

DESCRIPTION OF ACTIVITIES

Project number:

Project title: Facilitation of training on "Mainstreaming Gender Equality and Social Inclusion (GESI) in Disaster Risk Management (DRM)" for government officials.

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 training/workshop schedule in consultation with the Ministry of Home Affairs, Ministry of Women, Children and Social Welfare and Department of Women and Children,
- Facilitate the training effectively
- Develop and submit the final report on the proceeding and key recommendations made in the sensitization training/workshop

Work to be performed by TU-CDES

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

- Knowledge and understanding of GESI Focal persons will be increased on basics of DRR including DRR global/local frameworks
- Knowledge and understanding of DRR-CCA Focal persons will be increased on GESI aspects of DRM including in national/global frameworks
- GESI focal persons/officers and DRR-CCA focal persons will be familiar with each other in terms of integrating GESI into DRM planning and implementation in a coordinated and more effective way
- An action plan will be developed for mainstreaming GESI into DRM with responsibilities, deadlines, way to follow up.

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 DRR and GESI experts.
- Other will be paper presenters from GoN Officials.

Logistics and Management

- TU-CDES will manage and facilitate the training/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, Training 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 NRs	Q1	Q2	Q3	Q4
1) Review the related documents and revise program agenda	<ul style="list-style-type: none"> Review of GESI/DRR docs 					TRAC	805,680				805,680
	<ul style="list-style-type: none"> Consultations with MoHA, MoWCSW/DoWC, UNDP/CDRMP. 										
2) Facilitate the workshop as per the agreed schedule	<ul style="list-style-type: none"> Facilitate the workshop 										
	<ul style="list-style-type: none"> Document the workshop discussion 										
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	805,680				805,680

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Payment Schedule

- The first installment of 100 % (NRs 805,680.00) will be advanced to the TU-CDES within 20 working days following signature of the present Agreement.
- The details of the budget breakdown is as given below:

S.N.	Particular	Unit	Rate	Amount (NPR)
A.	Review, documentation, preparation of programme brochure, schedule, report proceeding (8 person days)	8	12000	96000
B	Programme facilitation (3x2 = 6 person days)	6	10000	60000
C	Management staff support (2 x3= 6 persondays)	6	4000	24000
D	Paper presenters (7 person)	7	6000	42000
E	Session chair (4 person)	4	3500	14000
	Sub-total (A-E) - I			236000
F	Stationery including training materials (Bag, Dairy, Pilot Pen, Clip Folder, & others handout)	40	3500	140000
G	Lodging (including bed, two breakfast, two lunch, one dinner, one snacks and refreshment)- AS PER ACTUAL HOTEL BILL	50	5000	250000
H	Travel (tourist bus – two way)	Lump Sum		40000
I	Travel And DSA for participants	40	2000	80000
	Sub-total (F-I) -II			510000
	Program Sub-Total - (I+II)			746000
J	TU-CDES Overhead cost(including communication, internet, electricity, fuel, etc)	8%		59680
	Grand Total			805680

(Signature)

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.

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Attachment 4

MODEL UNDP EXPENDITURE REPORT

Period Sept 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 GESI/DRR docs					
	• Consultations with MoHA, MoWCSW/DoWC, 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				

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