MOU for grant No: ECE/GC/2016/10/036 in the amount of US\$ 22,000 (Twenty-Two Thousand United States Dollars)

MEMORANDUM OF UNDERSTANDING

BETWEEN

UNITED NATIONS ECONOMIC COMMISSION FOR EUROPE (UNECE)

AND

THE SCIENTIFIC INFORMATION CENTRE, INTERNATIONAL COMMISSION FOR WATER COORDINATION, UZBEKISTAN (SIC-ICWC)
TASHKENT, REPUBLIC OF UZBEKISTAN

Project Title: Support to the network of water management organizations of countries in Eastern Europe, the Caucasus and Central Asia and organization of a water information conference in Moscow, March 2017

(1 December 2016 – 31 August 2017)

UMOJA CODING BLOCK: 2016-SB-001810



BETWEEN: The United Nations as represented by the United Nations Economic

Commission for Europe, Geneva (hereafter referred to as "UNECE"),

AND: The Scientific Information Centre, International Commission for Water

Coordination, Uzbekistan (hereafter referred to as "SIC-ICWC")

WHEREAS **Grantee** and the UNECE have agreed to establish a Memorandum of Understanding providing for a grant from the UNECE for the purposes outlined in the attached "Terms of Reference", attached hereto and forming an integral part hereof, setting out the terms and conditions governing the use of such grant and the implementation of the Project:

The UNECE and Grantee agree as follows:

A. Grant

1. UNECE shall, pursuant to the terms and conditions contained in this MOU and for the purpose of organizing of [Describe activities] as set forth in the Terms of Reference, make available to **Grantee** a maximum amount of **US\$ 22,000**.

2. The funds shall be deposited by the UNECE into the **Grantee's bank account as follows:**

Account holder name: SIC ICWC Branch in Kazakhstan

Bank name: JSC BankCenterCredit, Almaty KZ **Account number**: KZ608560000009853240 USD

SWIFT: KCJBKZKX

Bank address: 98/60, Panfilov Str., Almaty, 050000, Republic of Kazakhstan

Correspondent Bank: JP Morgan Chase Bank, N.Y.

SWIFT/BIC: CHASUS33 Account Number: 400951258

B. Purpose and Use of the Grant

1. The Grant shall be received and utilized by **Grantee** to pay the costs of organizing an annual conference and the production of a collection of scientific papers and to facilitate the exchange of information and experience in the water management and environmental sectors in countries in Eastern Europe, the Caucasus and Central Asia as outlined in the attached "Terms of Reference". In implementing the project, **Grantee** will be responsible for the following activities:

- (a) Organization of a two-day conference of EECCA WMOs (in Moscow, tentatively March 2017, the task will be implemented 1 January 2017 30 April 2017).
- (b) Exchange of knowledge and experience from existing water information systems and organizations in Russia, Ukraine, Moldova, Belarus, Central Asia,



- South Caucasus (the task will be implemented 1 December 2016 31 August 2017).
- (c) Preparation and publishing of collection of scientific papers on the theme "River basin management problems in the context of climate change" with contributions from network participants (the task will be implemented 1 February 2017 31 June 2017).
- 2. The Grant and the activities financed therefore shall be administered and accounted for by **Grantee** with due diligence, efficiency, and in conformity with sound administrative, financial and technical practices;
- 3. Financial accounts and statements by the Recipient with respect to the Grant and the Project should be expressed in **United States dollars or EUR whichever applicable.**

C. Auditing Procedures

The Grant shall be subject to the internal and external auditing procedures of **Grantee**. In addition, **Grantee** will allow access of all grant records and accounts to the United Nations Office of Internal Oversight Services (OIOS), the United Nations Board of Auditors (BOA) or other persons duly authorised by the United Nations and at all times facilitate inspections and audits performed by them. If required, **Grantee** shall provide an audited financial statement by an independent and reputable audit firm within six months after the end date of the grant. The grantee shall be responsible for payment of any amount, as incorporated in the budget, representing any fees, expenses or financial costs in connection with such audit.

D. Reports

A financial report and supporting documentation shall be provided by **Grantee**. The financial report should be in the same format and details as the approved attached "Terms of Reference" under the heading "Conditions for payment" and should contain a written certification by an authorised official that "Funds were used for the purpose for which they were given".

An interim financial report will be required as at 30 November should the grant period end or continue beyond 31 December of any year.

E. Duration of Agreement

- 1. This Agreement shall enter into force upon the signature by both Parties concerned and shall remain valid until 31 August 2017 (by which date **Grantee** shall have submitted all necessary reports as specified in "Terms of Reference"), unless terminated earlier by either of the parties with one month's prior written notice.
- 2. In the case of termination by **Grantee**, **Grantee** shall be obliged to reimburse UNECE for the funds not irrevocably committed on the date of notice of termination

F. Responsibilities for Claims

Grantee shall be responsible for the provision of the assignment and shall handle any dispute or claim arising from or in connection with the provision of the assignment, including



disputes or claims from third parties, and shall indemnify the UNECE for any loss or expense arising out of such dispute or claim unless such dispute or claim arises from the willful negligence of the UNECE.

G. Suspension and Early Termination

- 1. This Agreement may, at any time, be terminated by either party by written notice to the other, if, in its reasonable opinion, an event beyond its reasonable control occurs which makes it impossible to carry out its obligations under this agreement. Termination shall be effective thirty (30) days after receipt of the above notice.
- 2. The obligations assumed by the parties under this Agreement shall survive the termination of the Agreement to the extent necessary to permit the orderly conclusion of activities, the withdrawal of personnel, funds and property, the settlement of accounts between the parties hereto and the settlement of contractual liabilities that are required in respect of personnel, contractors, consultants or suppliers.
- 3. The undersigned **Grantee** confirms that no one employed by **Grantee** in any capacity may concurrently be a consultant, an individual contractor or a staff member of the United Nations during the Duration of Agreement or any extension thereof. Violation of the foregoing shall subject the **Grantee** to immediate termination of this Agreement, cessation of payments hereunder, and return of any payments made.

H. Arbitration

The UNECE and **Grantee** shall use their best efforts to promptly settle through direct negotiations any dispute, controversy or claim arising out of or in connection with this Agreement or any breach thereto.

If a dispute or controversy between the Parties cannot be resolved by negotiation or through amicable settlement, the Parties will refer the matter to arbitration. Arbitration shall take place in accordance with the UNCITRAL Arbitration Rules then obtaining. Nothing contained in this Memorandum of Understanding shall be deemed a waiver, express or implied, of any of the respective privileges and immunities of the United Nations or its subsidiary organs.

No claim or dispute arising out of the Agreement shall be made against UNECE by the **Grantee** unless and to the extent such claim or dispute shall have been asserted in writing, not later than the earlier of two (2) years from the expiration or termination of the Agreement or the occurrence of loss, damage or injury giving rise to such claim or dispute.

I. Amendments

Any amendment to this Agreement or any Annex hereto shall be effected by mutual agreement, in writing and signed by both parties.

J. Notices

Any correspondence or notice to the UNECE shall be sent by registered mail or facsimile to:

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Name of Institution: UN Economic Commission for Europe

Address:

Palais des Nations

CH-1211 Geneva 10

Switzerland

Tel:

+41-22-917 34 48

Fax:

+41-22-917 01 07

E-mail:

bo.libert@unece.org

Attention:

Bo Libert, Regional Adviser, Environment Division

Any correspondence or notice to Grantee shall be sent by registered mail or facsimile to:

Name of Institution: The Scientific Information Centre, Inter-state Commission for Water

Coordination, Uzbekistan (SIC-ICWC)

Address:

11, Karasu-4, Tashkent, 100 187, Republic of Uzbekistan

Tel:

+(998 71) 265 92 95, 266 41 96

Fax:

+(998 71) 265 27 97 dukh@icwc-aral.uz

E-mail: Attention:

Prof. Victor A. Dukhovny, Director

K. Entire Agreement

This Agreement together with the attached "Terms of Reference", which forms an integral part thereof, shall constitute the entire Agreement between the UNECE and Grantee with respect to this grant.

No Assignment L.

1. The rights and obligations under this MOU shall not be assigned by Grantee without the prior written consent of the UNECE, and same shall constitute an Amendment of this MOU subject to the requirements of Section I hereof.

IN WITNESS THEREOF, the undersigned, being duly authorized, have signed the present Memorandum of Understanding in duplicate.

For the United Nations Economic Commission for Europe (UNECE), Geneva, Switzerland

The Scientific Information Centre, Interstate Commission for Water Coordination, Uzbekistan (SIC-ICWC), Tashkent, Republic of Uzbekistan

Name: Michael Sylver

Title: Executive Officer UNECE

Name: Victor A.

Title: Director



Terms of Reference

COVER PAGE

1	GRANT NUMBER	ECE/GC/2016/10/036
2	RELATED PROJECT NUMBER	E221
3	PROJECT TITLE	Support to the network of water management organizations of countries in Eastern Europe, the Caucasus and Central Asia and organization of a water information conference in Moscow, March 2017
4	UMOJA CODING BLOCK	2016-SB-001810
3	GRANT RECIPIENT'S DETAILS:	
	Name of Institution	The Scientific Information Centre, Inter-state Commission for Water Coordination, Uzbekistan, (SIC-ICWC)
	Address	11, Karasu-4, Tashkent, 100 187, Republic of Uzbekistan
	Telephone	+(998 71) 265 92 95, 266 41 96
	Fax	+(998 71) 265 27 97
	Full banking details	Account number: KZ608560000009853240 USD SWIFT: KCJBKZKX Account holder: SIC ICWC Branch in Kazakhstan Account holder's address: off. 252, 127, Jibek Joly Str., Almaty, Republic of Kazakhstan Bank's name: JSC BankCenterCredit, Almaty KZ Bank's address: 98/60, Panfilov Str., Almaty, 050000, Republic of Kazakhstan Corresponding Bank: JP Morgan Chase Bank, N.Y. Corresponding account: 400951258 SWIFT: CHASUS33
	Contact Name & Position Title	Director: Prof. Victor A. Dukhovny
	E-mail	dukh@icwc-aral.uz



I. BACKGROUND

The grant supports the implementation of the UNECE project "Support to the Network of Russian-speaking Water Management Organizations". The project is part of the work programme of the UNECE Water Convention and aim to address the limited capacity and exchange of water-related information and experience between countries in Eastern Europe, Caucasus, and Central Asia on integrated water resources management (IWRM). Activities under this grant build on the achievements under previous project activities.

Activities under this grant aim to strengthen an information exchange network that brings together more than 87 water management organizations. Exchange of information is taking place at the web page www.eecca-water.net established with the support of the UNECE grants.

The grant have direct relevance to the objectives of the ECE Strategic Framework for 2016-2017 and its Environment sub-programme, specifically: (a) Improved response to environmental challenges by ECE constituencies; (b) Strengthened implementation and increased geographical coverage of ECE multilateral environmental agreements.

II. DETAILED DESCRIPTION OF THE ASSIGNMENT

The grantee will responsible for the following tasks:

I. Organization of a two-day conference of EECCA WMOs on the theme "River basin management problems in the context of climate change" with participation of experts from Russia, Belarus, Ukraine, Moldova, Caucasian and Central Asian countries including regional water management organizations (in Moscow, tentatively March 2017, the task will be implemented 1 January 2017 – 30 April 2017)

Conference topics include:

- Transboundary river basin cooperation,
- Sustainable water management and implementation of information-communication technologies (ICT) at basin level,
- Adaptation of water management to climate change and anthropogenic impact,
- Water-food-energy-environment nexus,
- SMART technologies in the water sector,
- Water supply and sanitation.

SIC-ICWC will:

- a. Assist sponsored participants with travel arrangements from participants' points of origin by reimbursing participants for self-purchased tickets which should be based on the cheapest direct economy class flight or train. (1 February 2017 date of the meeting)
- b. Assist participants with reservation and payment of hotel accommodation. (1 February 2017 date of the meeting)
- c. Pay reduced DSA to cover miscellaneous expenditure.
- d. Arrange for coffee breaks and lunch during the conference. (1 February date of the meeting).

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Only selected participants (see budget) will be funded by this grant while other conference participants will be co-funded from other sources.

The output of this task will be a conference report (in English and Russian) to be produced within two weeks after the conference.

The programme and list of invitees for the conference and the conference report are to be developed in consultation with the UNECE Secretariat.

II. Exchange of knowledge and experience from existing water information systems and organizations in Russia, Ukraine, Moldova, Belarus, Central Asia, South Caucasus (the task will be implemented 1 December 2016 – 31 August 2017)

Activities will include:

- a. Support of network web site collection and dissemination on the network website of information products (news, meeting reports, publications, renewal of databases, update of knowledge bases, translations Ru-En and En-Ru, etc.) developed by the organizations participating in the network, and
- b. Development and distribution of monthly network bulletins.

The output of this task will be a report (in English and Russian) on the exchange of knowledge and experience to be submitted by 31 August 2017.

III. Preparation and publishing of collection of scientific papers on the theme "River basin management problems in the context of climate change" with contributions from network participants (the task will be implemented 1 February 2017 - 31 June 2017)

The output of this task will be a collection of scientific papers printed in hard-copy (180 pages, 100 copies) and digital format to be ready by 31 June 2017.

All activities will be implemented and documents developed in close consultation with UNECE.

The grantee will make efforts to reduce the use of paper and encourage the use of electronic tools during the implementation of assignments under this grant.

III. PERIOD OF COLLABORATION

The duration of the agreement is from the date of signature of the Memorandum of Understanding (MOU) by both Parties, indicatively from 1 December 2016, until 31 August 2017.

IV. PERFORMANCE INDICATORS

Work implemented by SIC-ICWC will be evaluated based on the following criteria:

• Implementation of tasks is satisfactory as determined by the UNECE Secretariat in terms of:

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- o The continued functioning EECCA WMOs network and its website
- o The duly organized conference according to the terms of reference, and
- Timely preparation and submission of of project reports of good quality including the outputs as described above.
- Timely preparation and printing of the collection of scientific papers.

V. CONDITIONS FOR PAYMENT¹

First payment of US\$ 7,700 should be made upon signature of the MoU in order to provide an opportunity to a grant recipient to do all necessary preparatory work, including for the conference in March 2017. The payment should be made available to the grant recipient as indicated in the MOU.

A second payment US\$ 7,300 will be made in the beginning of 2017 upon the delivery by the grantee of a short report on the preparations for the regional conference.

The final payment, based on actual expenditures incurred, but up to a maximum of US\$7,000 will be made available to the grant recipient as indicated in the MoU upon receipt and approval by the UNECE secretariat of all task outputs and the following:

- A. A financial report consistent with the attached cost plan on actual expenditures incurred for each of the specified budget lines and containing a written certification by an authorized official that "Funds were used for the purpose for which they were given". An interim financial report will be required as at 30 November should the grant period end or continue beyond 31 December of any year;
- B. If resources are provided for in the budget of the grant to cover an audited financial report, a reputable third party audit firm should duly audit the final financial statement of the grant;
- C. Invoice/payment request; and
- D. The necessary supporting documentation including:
 - i. Accounts for staff time:
 - ii. Copies of photograph/signature page(s) of passport and of tickets or boarding passes of participants;
 - iii. Copies of receipts of logistical support for the Conference, and
 - iv. The outputs under this grant as defined in the Terms of reference.

Grant payments are conditioned on compliance with UN rules, regulations and policies, including the UN Financial Rules and Regulations and UNECE Directive 18. Individuals employed in any capacity with a grantee may not concurrently be consultants, individual contractors or staff members of the United Nations during the grant period or any extension thereof.

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VI. ESTIMATED INDICATIVE BUDGET²

For the implementation of the agreed activities, UNECE will authorize the grantee to utilize up to USD 22,000 for activities agreed under Detailed Description of Assignment.

Item	Amount in US\$		
Task I			
Conference (Moscow ³ , 2 days, March)	7,700		
1 participant from Belarus Cost per participant: (travel - US\$250, hotel - US\$70 x 3 nights= US\$210, reduced DSA of US\$30 x 3 days= US\$90) = US\$550	550		
1 participant from Ukraine Cost per participant: (travel - US\$250, hotel - US\$70 x 3 nights= US\$210, reduced DSA of US\$30 x 3 days= US\$90) = US\$550	550		
1 participants from BWO Amudarya (Urgench, Uzbekistan) Cost per participant: (travel - US\$600, hotel - US\$70 x 3 nights= US\$210, reduced DSA of US\$30 x 3 days= US\$90) = US\$900	900		
1 participants from BWO Syrdarya (Tashkent) Cost per participant: (travel - US\$500, hotel - US\$70 x 3 nights= US\$210, reduced DSA of US\$30 x 3 days= US\$90) = US\$800	800		
1 participants from Kyrgyzstan Cost per participant: (travel - US\$500, hotel - US\$70 x 3 nights= US\$210, reduced DSA of US\$30 x 3 days= US\$90) = US\$800	800		
1 participants from Tajikistan Cost per participant: (travel - US\$500, hotel - US\$70 x 3 nights= US\$210, reduced DSA of US\$30 x 3 days= US\$90) = US\$800	800		
1 participants from Kazakhstan Cost per participant: (travel - US\$400, hotel - US\$70 x 3 nights= US\$210, reduced DSA of US\$30 x 3 days= US\$90) = US\$700	700		
2 participants from SIC ICWC (Tashkent) Cost per participant: (travel - US\$500, hotel - US\$70 x 3 nights= US\$210, reduced DSA of US\$30 x 3 days= US\$90) = US\$800	1,600		
Other workshop costs (meals ⁴ = US\$1,000 [lunch - 40 persons * US\$15 = US\$600; coffee break - 40 persons * US\$10 = US\$400])	1,000		
SIC ICWC staff costs: organization of the conference (includes substantive work and logistics for conference.)	2,200		

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http://www.un.org/Depts/OHRM/salaries_allowances/salaries/uzbekist.htm. The proposed fees in this grant are at the lower end in this reference.



^{*} Reference for consultant and services rates in Uzbekistan:

^{**}Contingencies to be used ONLY based on the approval of the UNECE project manager and the UNECE Executive Office. For this purpose, the Grantee shall provide justification for use of contingencies to the UNECE Programme Officer no later than 5 days before the anticipated use of the funds.

^{***} Reallocation of funds between the budget lines of less than 10 % is permissible with the approval of the Programme Officer and the UNECE Executive Office. Any reallocation that exceeds 10% of the approved amount must be approved in advance by the UNECE Grants Committee.

³ Full DSA for Moscow is 266 USD.

⁴ Lunches the second day will be funded from other sources.

Item	Amount in US\$
Project manager (9 days * 60 USD per day)	540
Technical and administrative staff to support organization of the conference (10 days * 50 USD per day)	500
Financial manager (8 days * 40 USD per day)	320
Translator (6 days * 50 USD per day)	300
Web design expert 1 (6 days * 45 USD per day)	270
Web design expert 2 (6 days * 45 USD per day)	270
Task II	
SIC ICWC staff costs: staff time in supporting the portal and servicing the network (includes preparation and subsequent translation of documents, work on the dedicated web page and substantive work.)	9,940
Project manager (59 days * 60 USD per day)	3540
Technical and administrative staff to support organization of the conference (38 days * 50 USD per day)	1900
Financial manager (9 days * 40 USD per day)	360
Translator (18 days * 50 USD per day)	900
Web design expert 1 (36 days * 45 USD per day)	1620
Web design expert 2 (36 days * 45 USD per day)	1620
Task III	
Publication ⁵ (design, proof-reading, publishing; mailing; number of printed copies 100)	1,200
Editing	200
Design and layout making	180
Duplication	650
Cover printing	100
Stitching, binding	70
Other	17世議院
Bank fees	360
Contingencies	600
TOTAL	22,000

VII. Provision for reimbursement

The Grantee agrees, upon request, to pay back without delay, any part of the advance payment made which remains unused or which has not been used according to the approved indicative estimated budget, unless justified and approved by UNECE.

Programme Officer in Charge:

Mr. Bo Libert

Environment Division

United Nations Economic Commission for Europe Palais des Nations CH-1211 Geneva 10 Switzerland

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⁵ The publication will be produced in-house. SIC-ICWC is well equipped and is regularly producing printed material with a good quality at competitive costs.