

**MOU for grant No: ECE/GC/2013/029
in the amount of maximum US\$ 50,000
(Fifty Thousand United States dollars)**

MEMORANDUM OF UNDERSTANDING

BETWEEN

UNITED NATIONS ECONOMIC COMMISSION FOR EUROPE (UNECE)

AND

**EXECUTIVE BOARD OF THE INTERNATIONAL FUND FOR THE SAVING
OF THE ARAL SEA, ALMATY, KAZAKHSTAN**

Project Title: Support to regional cooperation in Central Asia on the safety of hydrotechnical installations including the development of a text-book for capacity building activities

IMIS BAC: 2013-ECE-0872-E133-2142-220100 (26,000 USD)
2013-ECE-0872-E166-2153-220100 (24,000 USD)

MOU

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This Memorandum of Understanding done in duplicate

BETWEEN: The United Nations as represented by the United Nations Economic Commission for Europe, Geneva (hereafter referred to as "UNECE"),

AND: Executive Board of the International Fund for the Saving of the Aral Sea (hereafter referred to as "EB-IFAS").

WHEREAS EB-IFAS 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", setting out the terms and conditions governing the use of such grant and the implementation of the Project:

The UNECE and EB-IFAS agree as follows:

A. Grant

1. The UNECE shall, in the manner provided below and for the purpose of the Project described in the budget contained in the attached "Terms of Reference" place at the disposal of EB-IFAS a maximum amount of US \$50,000.
2. The above payments shall be paid by the UNECE into EB-IFAS following bank account:

Bank	JSC "Bank Center Credit", Almaty Branch Bogenbai batyr str. 156, Almaty 480012, Kazakhstan
Account Title	International Fund for Saving the Aral Sea Executive Board, Republic of Kazakhstan
IBAN	KZ 928 560 000 000 319 213
SWIFT	KCJBKZKX
Intermediary bank	American Express Bank, 7 World Trade Center, New York, USD – No 730978
Swift	AEIBUS33
In favour of recipient	Executive Board of the International Fund for Saving the Aral Sea in the Republic of Kazakhstan

B. Purpose and Use of the Grant

1. The Grant shall be received and utilised by EB-IFAS to pay all the costs of the Project outlined in the attached "Terms of Reference". In implementing the project, EB-IFAS will be responsible for support to regional cooperation in Central Asia on the safety of hydrotechnical installations including the development of a text-book for capacity building activities
2. The Grant and the activities financed therefore, shall be administered and accounted for by EB-IFAS 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.

C. Auditing Procedures

The Grant shall be subject to the internal and external auditing procedures of the Management of EB-IFAS.

D. Reports

Reports and supporting documentation shall be provided by EB-IFAS as specified for 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 authorised officials that "Funds were used for the purpose for which they were given".

E. Duration of Agreement

The Agreement shall enter into force and effect from the date of signature of the Memorandum of Understanding (MOU) by both Parties until 1 February 2014.

In the case of termination by EB-IFAS, it shall be obliged to reimburse the UNECE for the uncommitted funds on the date of notice of termination.

F. Responsibilities for Claims

EB-IFAS shall be responsible for the provision of 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 an act or omission of the UNECE and provided that the liability of EB-IFAS in any case shall be limited to the amount paid by the UNECE to EB-IFAS for the assignment.

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 days after the 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.



H. Arbitration

The UNECE and EB-IFAS shall use their best efforts to promptly settle through direct negotiations any dispute, controversy or claim arising out or in connection with this Agreement or any breach thereto. Any such dispute, controversy or claim which is not settled within thirty days from the date either party has notified the other party of the nature of the dispute, controversy or claim and of the measures which should be taken to rectify, shall be referred to the Executive Secretary of the UNECE and the Director of EB-IFAS.

I. Amendments

Any amendment to this Agreement or any Annex hereto shall be effected by the mutual agreement of the parties through an appropriate supplementary letter agreement.

J. Notices

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

Name of Institution: UN Economic Commission for Europe
Address: Palais des Nations
CH-1211 Geneva 10
Switzerland
Tel: 0041-22-917 23 96
Fax: 0041-22-917 06 21
E-mail: marco.keiner@unece.org
Attention: Mr. Marco Keiner, Director
Environment Division

Any correspondence or notice to Executive Board of the International Fund for the Saving of the Aral Sea, Almaty, Kazakhstan (EB-IFAS) shall be sent by registered mail or facsimile to:

Grant recipient: The Executive Board of the International Fund for Saving the Aral Sea (EB-IFAS)
Address: Almaty Region, Karasaisky district
Alatau v. Dostyk Street 26
Almaty 040907
Kazakhstan
Tel: 007-7272-986380/81/83/85
Fax: 007-7272-507717
E-mail: mospanov@inbox.ru
Attention: Mr. Medet Ospanov, Executive Director

K. Entire Agreement



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

L. General Provisions

1. This Memorandum of Understanding shall not be assigned by EB-IFAS without the prior consent of the UNECE
2. Except as this Memorandum of Understanding otherwise provides, the Memorandum of Understanding is in all respects confirmed and all terms shall remain in full force and effect.

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

For the UNITED NATIONS as The Executive Board of the International
represented by the United Nations Fund for Saving the Aral Sea; Almaty,
Economic Commission for Europe Kazakhstan
(UNECE), Geneva, Switzerland


Name: Ms. Leslie Cleland
Title: Executive Officer, UNECE




Name: Mr. Medet Ospanov
Title: Executive Director, EB-IFAS



Date: 30 August 2013

Date: 30 august 2013





Terms of Reference

COVER PAGE

1	GRANT NUMBER	ECE/GC/2013/029
2	RELATED PROJECT NUMBER	
3	GRANT TITLE	Support to regional cooperation in Central Asia on the safety of hydrotechnical installations including the development of a text-book for capacity building activities
4	IMIS BAC	2013-ECE-0872-E133-2142-220100 (26,000 USD) (EDB funds) 2013-ECE-0872-E166-2153-220100 (24,000 USD)
3	GRANT RECIPIENT'S DETAILS:	
	Name of Institution	The Executive Board of the International Fund for Saving the Aral Sea (EB-IFAS)
	Address	Almaty Region, Karasaisky district Alatau v. Dostyk Street 26 Almaty 040907 Kazakhstan
	Telephone	007-7272-986380/81/83/85
	Fax	007-7272-507717
	Full banking details	Bank: JSC "Bank Center Credit", Almaty Branch, Bogenbai batyr str. 156, Almaty 480012, Kazakhstan Account Title: International Fund for Saving the Aral Sea Executive Board, Republic of Kazakhstan IBAN: KZ 928 560 000 000 319 213 SWIFT: KCJBKZKX Intermediary bank: American Express Bank, 7 World Trade Center, New York, USD – No 730978 Swift: AEIBUS33 In favour of recipient: Executive Board of the International Fund for Saving the Aral Sea in the Republic of Kazakhstan
	Contact Name & Position Title	Mr. Medet Ospanov, Executive Director
	E-mail	mospanov@inbox.ru m.ospanov@ifas.kz




I. BACKGROUND

The grant supports the implementation of the Dam Safety Project. The Dam Safety Project is part of the work programme of the UNECE Water Convention. It is undertaken under the auspices of the SPECA Project Working Group-Water/Energy as a contribution to the implementation of the SPECA Cooperation Strategy on Rational and Efficient Use of Water and Energy Resources in Central Asia.

Activities under this grant build on the earlier achievements of the Dam Safety Project and on the request expressed by Central Asian countries for continued work and support by international organisations and donors in this area at the national as well as regional levels. Dam safety is included as a component of the Aral Sea Basin Programme 3.

Activities under this grant aim to strengthen region-wide cooperation as well as national capacity on dam safety in Central Asia. More specifically, they will contribute to the further development of regional cooperation on dam safety between the countries of Central Asia and to strengthened capacities for training on dam safety in Central Asia.

The grant has direct relevance to the objectives of the ECE Strategic Framework for 2012-2013 and its Environment subprogramme, specifically under Cluster IX.

II. DETAILED DESCRIPTION OF ASSIGNMENT

1. Provision of logistical support for the organization of a regional meeting of experts and officials involved in the provision of safety for hydrotechnical installations

The regional meeting is planned to be conducted in the end of October 2013 in Almaty with the aim to:

- Develop proposals and discuss priority areas for further development of cooperation to enable safety of hydraulic engineering structures at national and regional levels. In addition, an objective of the meeting will be to exchange experiences between the participants,
- Present and discuss the draft textbook.

Invitations for the meeting will be issued by EB-IFAS in cooperation with UNECE. Selection of participants will be done by UNECE on the basis of nominations from countries.

For the organization of the meeting, the EB-IFAS will:

- (a) Provide logistical support for the workshop;
- (b) Liaise with participants from Central Asian States and provide them with logistical information;
- (c) Provide transportation for participants between the hotel and the airport in Almaty;
- (d) Arrange accommodation for participants in a suitable, low-cost hotel, and arrange meals;

- (e) Pay participants, against the established roster, the equivalent of 20 % of UN established DSA rate to cover the miscellaneous expenses related to the participants' stay in Almaty;
- (f) Reimburse participants for travel expenses;
- (g) Provide needed equipment for the meeting (computer, pp-beamer, copy machine),
- (h) Arrange visa support for participants from Turkmenistan;
- (i) Organize simultaneous interpretation between English and Russian during the meeting;
- (j) Provide other support prior or during the meeting as needed.

The substantive report of the meeting will be prepared by international consultant, whose work is not covered by the present grant.

2. Preparation of a textbook on the safety of hydro-technical installations for the training of experts and students

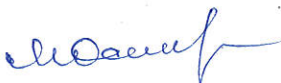
The textbook will be developed by a group of national experts from the region with the most relevant experiences for the task. This group will be supported by an international consultant.

For the preparation of the textbook, EB IFAS will sign contracts with local and international consultants. This shall be done within 1 month after the receipt by the grantee of the first installment. TORs for the consultants will be provided by UNECE.

In the development of the textbook, the following steps will be followed:

1. National consultants will be selected and as a first step discuss and agree on all basic issues including the outline of the textbook (by 15 September 2013).
2. National experts will develop the first draft of the textbook in accordance with the agreed outline; the first draft will be sent to the international consultant for comments (until 15 October 2013).
3. The international consultant will provide comments on the first draft including suggestions for corrections and additions to the document (until 15 November 2013).
4. The group of national experts will further develop the draft further taking into account the proposed corrections and additions (by 30 November 2013).
5. The draft textbook will be presented during a regional meeting on dam safety in Central Asia in the framework of the UNECE project (item 1 above).
6. After this review of the textbook, the final corrections will be made by the national consultants and the textbook will be published and distributed to training centres and other institutions in the region (by 31 January 2014).

In the implementation of all the above assignments, the grantee will endeavor to implement the activities in conformity with the UNECE Gender Action Plan including facilitating the participation of women where possible in the activities under this grant.




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.

Prices and total estimated costs for implementation of activities are found in the indicative budget below. The partner institution will pay all invoices for the services and copies of these invoices are to be submitted to the UNECE together with the final report and invoice.

The partner institution will work in close cooperation with the UNECE staff as well as with all consultants involved in the project.

III. PERIOD OF COLLABORATION

The duration of the agreement is from the date of signature of the Memorandum of Understanding (MOU) by both Parties until 1 February 2014.

IV. PERFORMANCE INDICATORS FOR EVALUATION OF SERVICES PROVIDED

Work implemented by the EB-IFAS will be evaluated based on the following criteria:

- Established deadlines for the organization of the meeting and production of the textbook are met;
- Services are delivered as specified;
- Services provided are of good/acceptable quality;
- Outputs are of good/acceptable quality.

V. CONDITIONS FOR PAYMENT

First payment of US \$ 20'000 (from 2013-ECE-0872-E133-2142-220100) should be made upon signature of agreement in order to provide an opportunity to a grant recipient to do all necessary preparatory work. The payment should be made available to the grant recipient as indicated in the MOU.

Second payment of US\$ 20'000 (from 2013-ECE-0872-E166-2153-220100) will be made upon the provision by the grantee of signed agreements with the consultants and a report on the preparations for the regional meeting not later than 30 days before the meeting, as well as summary financial report.

The final payment, based on actual expenditures incurred, but up to a maximum of US \$10'000 (consisting of US\$ 6'000 from 2013-ECE-0872-E133-2142-220100 and, if needed, 4'000 from 2013-ECE-0872-E166-2153-220100) will be made available to the grant recipient as indicated in the MOU upon receipt and approval by the UNECE secretariat of 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”;
- 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. The text book in hard copy and digitally;
 - ii. Contracts for and receipts from the consultants¹;
 - iii. Copies of photograph/signature page(s) of passport and of tickets or boarding passes of sponsored participants;
 - iv. Copies of official receipts for payment for:
 - 1. Rental of meeting room;
 - 2. Rental of computer, PP-beamer etc.
 - 3. Full board accommodation and other meals;
 - 4. Travel of sponsored participants;
 - 5. Local travel.
 - v. Agenda and a complete list of participants in English and Russian.

¹ The grantee will enter into contracts with the consultants. Upon successful completion of assignment, the consultants will be paid a single final payment, i.e. lump sum. Upon receipt of payment the contractors will sign a receipt confirming payment.

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Handwritten initials

VI. ESTIMATED INDICATIVE BUDGET

	Item	Participants	# of units	Cost per unit in USD	USD
Regional meeting of experts and officials involved in the provision of safety for hydrotechnical installations workshop² and textbook					
1.	Transport costs (participants from Kazakhstan (Astana), Kyrgyzstan, Tajikistan, Turkmenistan and Uzbekistan)	25			
	Kazakhstan, Astana-Almaty-Astana by air	5		400	2000
	Kyrgyzstan, Bishkek-Almaty-Bishkek by car	5		120	600
	Tajikistan, Dushanbe-Almaty-Dushanbe by air	5		400	2000
	Turkmenistan, Ashgabat-Almaty-Ashgabat by air	5		500	2500
	Uzbekistan, Tashkent-Almaty-Tashkent by air	5		350	1750
	Subtotal				8850
2.	Reduced per diem ³ (20%)	25	3	50	3750
	Subtotal				3750
3.	Stationary (notebook, pen, folder)	35		14	490
	Subtotal				490
4.	Accommodation (120 USD per night; 3 nights)	25	3	120	9000
	Subtotal				9000
5.	Meals				
	Lunch: participants accommodated in the hotel and local participants	35	2days	10	700
	Dinner: participants accommodated in the hotel and local participants	30	3days	20	1800
	Coffee breaks	35	2x2days	7	980
	Subtotal				3480
6.	Local transport (pick up at the airport/farewell : average cost per participant 15 USD)	20		15	300
	Subtotal				300
7.	Visa for Turkmen participants (100 USD)	5		100	500
	Subtotal				500
8.	Rent of meeting room		2days	300	600
	Subtotal				600
9.	Rent of equipment: projector, computer, photocopying: 1 day at 200 USD/day		2days	200	400
10.	Simultaneous translation including equipment	1	2	800	1600
	Subtotal				2000
11.	Text-book: Illustration, lay-out and publication: 4 000 USD (300 copies printed and 300 copies CDs), average cost: 10 USD per book, 3.35 USD per CD		300	13.35	4000
	Subtotal				4000
12.	Consultancy fees				
	Local consultancies for the development of the textbook (5 local consultants (in total 16months x 500 USD/month))		16	500	8000
	International consultant ⁴ (1 month) (review of textbook, including suggestions and additions)		1	3000	3000

² Total number of financed participants will be 30. 25 participants will come from outside of Almaty (5 per each Central Asian country). Five participants will be from Almaty.

³ Full DSA Almaty is USD 313.

	Taxes consultancy fees				2000
Subtotal					13000
12.	Staff costs of EB IFAS (Project Manager USD 160 x 5 days; Auxiliary staff USD 100 x3x 4 days)				2000
Subtotal					2000
13.	Contingencies				2030
Subtotal					2030
TOTAL					50,000

VII. PROVISION FOR REIMBURSEMENT

EB-IFAS 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:

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United Nations Economic Commission for Europe
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⁴ The work of the international consultant will include contributing with instructions and views with regard to the structure of the text book as well as substantive inputs, drafting of specific parts where there is better experience outside Central Asia, editing material produced by the national consultants and participating in an editorial meeting.