MOU for grant No: ECEGC.2014 09 027 in the amount of maximum 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, Inter-state Commission for Water Coordination, Uzbekistan, (SIC-ICWC)

Project Title: Support to the network of Russian speaking water management Organization and organization of a water information conference in Bishkek, autumn 2014

IMIS BAC: 2014-ECE-0872-E221-2142-220100



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

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

WHEREAS "SIC-ICWC" 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 "SIC-ICWC" agree as follows:

A. Grant

UNECE shall, in the manner provided below and for the purpose of Support to the network of Russian speaking water management organizations and organization of a water information conference in Bishkek, autumn 2014 described in the budget contained in the attached "Terms of Reference" place at the disposal of "SIC-ICWC" a maximum amount of US \$22,000.

Payments will be deposited by the UNECE into the bank account ICWC'

SIC-

Account number:

SWIFT:

Account holder:

Account holder's address:

Bank's name

Bank's address:

Corresponding Bank: .

Corresponding account:

SWIFT:

B. Purpose and Use of the Grant

- 1. The Grant shall be received and utilised by "SIC-ICWC" to pay all the costs of the Project outlined in the attached "Terms of Reference". In implementing the project, "SIC-ICWC" will be responsible the following:
 - a. The organisation of a workshop, tentatively to be held in Bishkek, Kyrgyzstan for water management organisations from the countries of Eastern Europe, Caucasus and Central Asia;
 - b. Exchange of knowledge and experience from existing water information systems and organizations in Russia, Ukraine, Moldova, Belarus, Central Asia, South



Caucasus, and

- c. Preparation and publishing of collection of scientific papers on water use efficiency with contributions from network participants.
- 2. The Grant and the activities financed therefore, shall be administered and accounted for by "SIC-ICWC" 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 "SIC-ICWC". 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. 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

Reports and supporting documentation shall be provided by "SIC-ICWC" 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".

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. <u>Duration of Agreement</u>

The Agreement shall enter into force and effect upon signature of both Parties concerned and shall remain valid until 30 June 2015 (by which date "SIC-ICWC" should 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.

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

F. Responsibilities for Claims

"SIC-ICWC" 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 "SIC-ICWC" in any case shall be limited to the amount paid by the UNECE to "SIC-ICWC" 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. Settlement of Dispute

The UNECE and "SIC-ICWC" 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 Officer of the UNECE and the Director of "SIC-ICWC".

Where the Parties wish to seek such an amicable settlement through arbitration, the arbitration shall take place in accordance with the UNCITRAL Arbitration Rules then obtaining, or according to such other procedure as may be agreed upon between the Parties.

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 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:

+41-22-917 23 96

Fax:

+41-22-917 06 21

E-mail:

Bo.Libert@unece.org

Attention:

Mr. Bo Libert, Regional Adviser on Environment

Environment Division

Any correspondence or notice to SIC-ICWC shall be sent by registered mail or facsimile to:

Grant recipient:

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 Dukhovny, 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 "SIC-ICWC" with respect to this grant.

L. General Provisions

- 1. This Memorandum of Understanding shall not be assigned by "SIC-ICWC" 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 represented by the United Nations Economic Commission for Europe (UNECE), Geneva, Switzerland

For the Scientific Information Centre, Inter-state Commission for Water Coordination, Uzbekistan, (SIC-ICWC)

Name: Ms. Leslie Cleland

Title: Executive Officer, UNECE

Name: Prof. Victor A. Dukhovny

Title: Director

Date: ()(°)

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United Nations ECE

Terms of Reference

I. Cover page

	GRANT NUMBER	ECE/GC/2014/09/027
	RELATED PROJECT NUMBER	E221
3	PROJECT TITLE	Support to the network of Russian speaking water management organizations and organization of a water information conference in Bishkek, autumn 2014
1	IMIS BAC	2014-ECE-0872-E221-2142-220100
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: SWIFT: Account holder: Account holder's address:
		Bank's name: Bank's address:
		Corresponding Bank:
		Corresponding account: SWIFT:
	Contact Name & Position Title	Director: Prof. Victor A. Dukhovny
	E-mail	dukh@icwc-aral.uz



II. 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. 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 70 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 has direct relevance to the objectives of the ECE Strategic Framework for 2014-2015 and its Environment sub-programme, specifically: To safeguard the environment and health, improve environmental management throughout the region and further promote integration of environmental policies into sectoral policies and of environmental concerns into the economy.

III. Detailed Description of Assignment

The grantee will responsible for the following tasks:

1. Organization of a two-day conference of EECCA WMOs on water management with participation of experts from Russia, Belarus, Ukraine, Moldova, Caucasian and Central Asian countries including regional water management organizations (in Bishkek, preliminary 21-22 November 2014)

SIC-ICWC will:

- a. Assist 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.
- b. Assist participants with reservation and payment of hotel accommodation.
- c. Pay reduced DSA to cover for miscellaneous expenditure.
- d. Arrange for coffee breaks and lunch during the conference.

GWP CACENA (Global Water Partnership Regional Water Partnership in Central Asia and Caucasus) will provide co-funding for additionally ca 10 participants in the conference. Up to 20 additional participants are expected to participate at their own cost.

The output of this task will be a conference report to be produced in two weeks after the conference.

The programme and list of invitees for the conference and the conference report are to be finalized in close cooperation with UNECE.

6

2. Exchange of knowledge and experience from existing water information systems and organizations in Russia, Ukraine, Moldova, Belarus, Central Asia, South Caucasus

Activities will include:

- a. Support of network web site collection and dissemination of information products (publications, databases, the knowledge bases, etc.) developed by the organizations participating in the network
- b. Issue and distribution of network bulletins.

The output of this task will be a report on the exchange of knowledge and experience to be submitted by 30 June 2015.

3. Preparation and publishing of collection of scientific papers on water use efficiency with contributions from network participants

The output of this task will be a collection of scientific papers printed in hard-copy (200 pages, 100 copies) and digital format to be ready by 30 June 2015.

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

The grantee will endeavor to strengthen the participation of women in conformity with the UNECE Gender Action Plan aiming to achieve 40% women participation in the conference.

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.

IV. Period of collaboration

The duration of the agreement is from the date of signature of the Memorandum of Understanding (MOU) by both Parties until 30 June 2015.

V. Performance Indicators for Evaluation of Services Provided

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

- Information as specified above under detailed description of tasks is satisfactory as determined by the UNECE Secretariat in terms of:
 - o The continued work of a functioning network of EECCA WMOs
 - o The conference organized according to terms of reference, and
 - o Satisfactory receipt of project reports including the outputs as described above.



VI. Conditions for payment

First payment of US\$10,000 should be made upon signature of agreement in order to provide an opportunity to a grant recipient to do all necessary preparatory work including for the conference in November. The payment should be made available to the grant recipient to the bank account indicated in the MoU.

A second payment US\$ 7,000 will be made by beginning of 2015 upon the delivery by the grantee of a report on the regional conference.

The final payment, based on actual expenditures incurred, but up to a maximum of US\$5,000 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";
- 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. Project report on the outputs under this grant defined in the Terms of reference.

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Estimated Indicative Budget VII.

Item `	Amount in US\$
2014	
Conference (Bishkek ¹ , 2 days, November)	6,700
1 participants from Belarus Cost per participant: (travel - US\$700, hotel - US\$80 x 3 nights= US\$240, reduced DSA of US\$25 x 3 days= US\$75) = US\$1015	1,015
1 participants from Kazakhstan Cost per participant: (travel - US\$250, hotel - US\$80 x 3 nights= US\$240, reduced DSA of US\$25 x 3 days= US\$75) = US\$565	565
2 participants from Russia Cost participant 1: (travel - US\$600, hotel - US\$80 x 3 nights= US\$240, reduced DSA of US\$25 x 3 days= US\$75) = US\$915 Cost participant 2: (hotel - US\$80 x 3 nights= US\$240, reduced DSA of US\$25 x 3 days= US\$75) = US\$315	1,230
1 participants from BWO Amudarya (Urgench, Uzbekistan) Cost per participant: (travel - US\$470, hotel - US\$80 x 3 nights= US\$240, reduced DSA of US\$25 x 3 days= US\$75) = US\$785	785
1 participants from BWO Syrdarya (Tashkent) Cost per participant: (travel - US\$350, hotel - US\$80 x 3 nights= US\$240, reduced DSA of US\$25 x 3 days= US\$75) = US\$665	665
2 participants from SIC ICWC (Tashkent) Cost per participant: (travel - US\$350, hotel - US\$80 x 3 nights= US\$240, reduced DSA of US\$25 x 3 days= US\$75) = US\$665	1,330
Other workshop costs (meals ² = US\$910 [lunch - 40 persons * US\$20 = US\$800; coffee break (partially) - 11 persons * US\$10 = US\$110]; fees for organizational support = US\$200 [4 days * US\$50])	1,110
SIC ICWC staff costs: staff time in supporting the portal, servicing the network and organization of the conference ³ (includes preparation and subsequent translation of documents, work on the dedicated web page, substantive work and logistics for workshop, etc.)	4,560

¹ Full DSA for Bishkek is USD 200.

- (project manager, internet portal expert; All tasks: organisation and participation in workshop, development of network's web site)
- (technical and administrative staff; support in the organisation of the worksnop. Coordination with participants of the network in EECCA countries.)
- (web design expert; tasks: support with portal development, portal management, distribution of material to the network)
- (web design expert; tasks: support with portal development, portai management, distribution of material to the network)
- (financial manager; all tasks: book keeping)
- (translation; all tasks: translation of reports, materials for portal, etc.)

² Lunches the second day will be funded from other sources.
³ Approximate total work time by staff:

Item	Amount in US\$
2015	
SIC ICWC staff costs: staff time in supporting the portal, servicing the network and organization of the workshop (includes preparation and subsequent translation of documents, work on the dedicated web page, substantive work and logistics for workshop, etc.)	9,120
Publication ⁴ (design, proof-reading, publishing; mailing; number of printed copies 100)	1,270
Contingency (bank fees)	350
TOTAL	22,000

VIII. 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

Telephone: +41 22 917 2396 Telefax: +41 22 917 06 21 E-mail: bo.libert@unece.org

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⁴ 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.