

Memorandum of Agreement

This Memorandum of Agreement, herein after referred to as "MoA", is made on day of 22nd November 2024.

BETWEEN

Bihar State Disaster Management Authority, (BSDMA), Government of Bihar, hereinafter referred to as the FIRST PARTY, which expression shall, unless the context otherwise requires, include his successor and assign, of the one part.

AND

The United Nations Development Programme (UNDP), hereinafter referred to as the SECOND PARTY, which expression shall, unless the context otherwise requires, include his successors and assigns, of the other part, in the implementation of a UNDP Project (the "Strengthening disaster risk management for the state of Bihar"). The FIRST PARTY and the SECOND PARTY together are hereby referred to as the "PARTIES".

WHEREAS the FIRST PARTY is committed to extend support to the SECOND PARTY in "Strengthening disaster risk management for the state of Bihar".

AND WHEREAS the SECOND PARTY, an integral part of the United Nations and an international public organization, which strives for change and connects countries to knowledge, experience and resources towards achieving sustainable development goals. As such, the SECOND PARTY will execute and implement the program ensuring convergence with the government schemes and will work towards the resilience building of the community.

NOW, THESE PRESENT WITNESSES and the Parties hereby agree as follows:

1. SCOPE OF THE MoA: Whereas the parties have enjoyed long-lasting and mutually beneficial relationships, the future holds much promise for expanded relationship and cooperation. As such the parties in order to develop their relations in the interest of each other as well as society, in general, intend to leverage their skill, experience and resources to work together. Furthermore, the Parties intend and desire to enter into a MoA for providing a framework to fulfill agreed objectives.
2. OBJECTIVE OF THE AGREEMENT :
3. The objective of this MoA is to provide a framework for continuing cooperation between the PARTIES, for providing technical support on disaster risk management. The objective of MOA will inter alia include the following:
 - Mainstreaming Disaster Risk Management in Bihar
 - Handholding support in the implementation of the district DM Plan
 - Enhancing capacity of the government and communities
 - Accessing Resources under XV FC Recommendations
 - Hazard Risk and Vulnerability Analysis and Community Action

- o State Level Workshops/ Exposure Visit/ IEC material including AR/VR videos for hazards.

In accordance with the background, objectives and purposes, as described above, the SECOND PARTY agrees for

- o Working towards strengthening the disaster risk management systems for Bihar

4. DURATION OF THE MoA : This MoA shall come into force for all purposes from the date of the signature and shall remain in force for a period of Twelve (12) months (unless terminated earlier by mutual consent of the PARTIES) from the referenced date of signature (of the MoA) which may be extended by mutual consent of both PARTIES in writing through an amendment.
5. ROLES AND RESPONSIBILITIES OF EITHER PARTY - Both PARTIES shall carry out their respective roles and responsibilities in close coordination with each other. Detailed roles and responsibilities of each party in the areas of Project Management, Capacity Building, Documentation & IEC etc. shall be as below:

4.1 Roles and Responsibilities of FIRST PARTY

The FIRST PARTY: -

- i) Will constitute a Project Steering Committee (PSC) chaired by the Vice Chairman, BSDMA, Government of Bihar and co-chaired by Deputy Resident Representative, UNDP India for periodic review of project activities.
- ii) Will appoint a Nodal Officer (Focal point) within BSDMA, Government of Bihar to facilitate coordination with the SECOND PARTY.
- iii) Will provide the first tranche of funds to the SECOND PARTY as mutually agreed to and as per General Financial Rules [GFR].
- iv) Will on the basis of a request for payment of the FIRST PARTY to release Funds to the SECOND PARTY as per following the schedule for the first year.

Hence the tranche schedule would formulate as follows:

Tranche	Schedule of payment:
1	Funds to be released by the FIRST PARTY to the SECOND PARTY on signing of the MoA and submission of the inception report at the start of the Project. (10% of the total funds ie INR 55,81, 440/-)
2	Request for advance for the second tranche of funds by the SECOND PARTY at the end of three months and after 80% utilisation of the first tranche along with the Progress Report. (20% of the total funds ie INR 1,11,62,880/-)
3	Request for advance for the third tranche of funds by the SECOND PARTY at the end of six months and after 80% utilisation of the second tranche along with the Progress Report. (30% of the total funds i.e INR 1,67, 44, 320/-)
4	Request for advance for the fourth tranche of funds by the SECOND PARTY at the end of nine months and after 80% utilisation of the third tranche along with the Progress Report. (30% of the total funds i.e INR 1,67,44,320/-)
5	Request for advance for the remaining funds by the SECOND PARTY at the end of eleven months and after 80% utilisation of the fourth tranche along with the Final Report. (10% of the total funds i.e INR 55,81,440/-)

Thereafter, FIRST PARTY will release funds in the financial year of the Project on the basis of the request for the release of funds made by the SECOND PARTY.

4.2. Roles and Responsibilities of SECOND PARTY

The SECOND PARTY: -

- i) Will engage individuals and/or agencies to support the implementation of planned activities as detailed in the Project Document.
- ii) Recruitment of contractors/personnel will be done by the SECOND PARTY as per the Terms of Reference (ToR) for each contract/position following exclusively the selection mechanism stated in the Human Resources Policies and Standard Operating Procedures of the SECOND PARTY. Will provide Project Management Support including:
 - Mobilizing personnel, goods and services, to initiate activities,
 - Preparing and submitting financial reports,
 - Monitoring financial resources and accounting to ensure accuracy and reliability of financial reports as per UNDP rules.
- iii) Will request tranches of funds, as agreed to. Will present a request for payment for settlement of advance or release of payment to an authority appointed by the FIRST PARTY for smooth implementation of the project. All activities will be undertaken as per the rates in the approved by the SECOND PARTY as cleared by the FIRST PARTY in the budget/TOR. The SECOND PARTY will seek approvals of FIRST PARTY for any variation above ten per cent within the budget lines. Care will be taken to ensure that the overall project budget is not exceeded except for reasons beyond the control of the PARTIES.
- iv) Will submit a request for payment to the FIRST PARTY along with expenditure statement based on actual expenditure as per the scheduled outlined in 4.1 (iv) above.
- v) Will submit Financial and Progress Reports to the FIRST PARTY at agreed intervals in accordance with the SECOND PARTY formats. The final certified financial report shall be issued on 30th June of the following year after completion of the Project.
- vi) All activities of the SECOND PARTY (including but not limited to asset disposal, procurement, narrative and financial reporting and project management implementation) shall be conducted as per the Financial Regulations and Rules and procedures and directives (including the Human Resources Policies and Standard Operating Procedures) of the SECOND PARTY.

6. **COST OF THE PROJECT:** Activity wise cost of the project including management cost shall be as mentioned below: (Detailed project costs have been added as Annexure 1)

S.No.	Particulars	Amount
1	Handholding support in the implementation of the district DM Plan	INR 7,50,000
2	Enhancing capacity of the government and communities	INR 16,00,000
3	Accessing Resources under XV FC Recommendations	INR 52,20,000
4	Hazard Risk and Vulnerability Analysis and Community Action	INR 3,50,00,000
5	State Level Workshops/ Exposure Visit/ IEC material including AR	INR 24,00,000
6	Technical PMU	INR 67,10,000
TOTAL		INR 5,16,80,000
Management fee @ 8%		INR 41,34,400
GRAND TOTAL (INR)		INR 5,58,14,400
GRAND TOTAL (USD @ INR 83.54)		USD 668,116
GRAND TOTAL INR (USD) for 12 Months		INR 5,58,14,400 USD 668,116

RELEASE OF PAYMENTS

- On written request from the **SECOND PARTY**, the **FIRST PARTY** shall examine and release the first tranche which is equal to 10% of the project cost to facilitate the smooth operation of Project activities.
- The **FIRST PARTY** shall appoint a Nodal officer for timely release of payments to the **SECOND PARTY**.
- The **SECOND PARTY** through its Programme, Human Resource and Finance teams will provide programme management support and will charge a Management Fee of 8% on the gross expenditures as indicated in the Table at Point 5 above. This is in accordance with the provisions on cost recovery as per the decisions and directives of the **SECOND PARTY'S** Executive Board reflected in its Policy on Cost Recovery from Other Resources.
- The **FIRST PARTY** shall disburse Funds in accordance with the terms of payments set out above, and shall deposit the Funds in the bank account detailed below:

Account Name	UNDP Representative Rupee A/c
Bank Name/Address	Bank of America
	DLF Centre, Sansad Marg , New Delhi- 110001 - India
Bank A/c No:	21100019
RTGS/IFSC Code:	BOFA0ND6216
Swift Code:	BOFAIN4XDEL

7. The FIRST PARTY will inform the SECOND PARTY when the Funds through Real Time Gross Settlement [RTGS] are paid via an e-mail with remittance information to contributions@undp.org and providing the following information:, Title of the Project: Strengthening disaster risk management for the state of Bihar.
8. All payments made, and expenditures incurred under the Project shall be incurred in Indian National Rupees (hereinafter referred to as INR).
9. SECOND PARTY's accounting currency is the United States Dollars (herein referred to as USD). Therefore, for its accounting purposes, the value of the payment made in a currency other than USD shall be determined by applying the United Nations operational rate of exchange in effect on the date of payment. Change in value of USD will have no bearing on the payment to be released by the FIRST PARTY.
10. The above schedule of payment takes into account the requirement that Funds shall be paid beforehand for the implementation of planned activities. It may be amended to be consistent with the progress of project delivery. If unforeseen increases in expenditures or commitments are expected or realized (unforeseen contingencies). UNDP shall submit to the FIRST PARTY on a timely basis a supplementary estimate showing the further financing that will be necessary. If additional financing is not possible, UNDP shall have the faculty to modify, suspend or terminate the activities under the Project.
11. Financial accounts and statements shall be expressed in United States Dollars and in INR (on a provisional basis).
12. Any change in the currency of the Funds will be made only in Agreement with the FIRST PARTY.
13. The aggregate of the amounts budgeted for the Project, together with the estimated costs of reimbursement of related support services, shall not exceed the total resources available to the Project under this Agreement as well as Funds which may be available to the Project for Project costs. Additional services related to Project Outputs may be provided by the SECOND PARTY at an additional cost to FIRST PARTY on mutual agreement, on the same terms as set out in paragraph 6 relating to the 'Release of Payments'.
14. The implementation of the responsibilities of the SECOND PARTY pursuant to this Agreement and of the relevant Project shall be dependent on receipt by the SECOND PARTY of the Funds in accordance with the terms of 'Release of Payments' set out in paragraph 6, above. The SECOND PARTY shall not start implementation of the activities even after MoA comes into force, until and unless receipts of the first tranche of the Funds. The activities will be implemented in line with the second party rules, regulations and procedure.

15. In case expenditure increases due to some unforeseen circumstances, SECOND PARTY shall submit to the FIRST PARTY a supplementary estimate showing the further financing that will be necessary. The FIRST PARTY shall increase the budget after due examination.
16. Ownership of equipment, supplies and other goods financed from the Fund shall vest in SECOND PARTY during the Project when SECOND PARTY uses and controls such equipment, supplies and other property. Transfer of ownership by SECOND PARTY during the Project/ or at the completion of the project will be at the volition of the FIRST PARTY and in any case, shall be handed over to FIRST PARTY at the completion of the project as per rules and regulations of the second party.
17. The Funds shall be subject exclusively to the internal and external auditing procedures provided for in the financial regulations, rules, policies and procedures of the SECOND PARTY. Services will be provided by the SECOND PARTY as per the approved budget and terms and conditions laid down in the Agreement against advance provided by the FIRST PARTY. The audit in this respect (audit of the FIRST PARTY accounts) will happen at the BSDMA, Government of Bihar per the standard procedures/rules of the FIRST PARTY. At SECOND PARTY level, the SECOND PARTY will conduct activities utilising its own procedures and processes and this will be subject to UNDP auditing procedures exclusively. At the FIRST PARTY level, in the approved budget, both parties have agreed to the rate for various activities to be undertaken. Every year, the SECOND PARTY will send a request for payment to the FIRST PARTY which will reflect the expenditure incurred as per the budget and the management fee charged. This will be in line with the rates approved in the MOA and serve as documentation for the government auditors to audit the books of the FIRST PARTY. No external audit by the FIRST PARTY shall take place on the books of the SECOND PARTY.
18. The SECOND PARTY through the Specialist, Resilient Communities and Infrastructure shall provide to the FIRST PARTY the following reports prepared in accordance with SECOND PARTY accounting and reporting procedures.
 - (i) Half yearly activity progress and financial report
 - (ii) Annual activity progress and financial report
 - (iii) A project completion report with a narrative section and a financial statement of expenditure in INR.
19. The SECOND PARTY shall keep appropriate records in respect of the Project expenditure, in accordance with its normal record-keeping practices, Regulations and Rules.
20. FORCE MAJEURE: That neither PARTY shall be liable to the other for any delay or failure of its obligation under this MoA caused by the occurrence beyond its control including occurrence of fire, flood, war, insurrection, riots, strikes, sabotage or regulation of the Central Government or any compliances therewith and, such party shall, promptly but not later than fifteen days, notify the other party of the commencement and cessation of such contingency and prove that such cessation is beyond its control and affects the implementation of this MoA adversely and further, if such contingency continues beyond one month, both parties agree to discuss and arrive upon equitable solution for termination of this MoA or otherwise the course of action to be adopted.
21. NON-EXCLUSIVITY : Both parties are at liberty to explore and identify new areas of co-operation with each other or with third parties whether jointly or singly so long as such co-operation does not derogate from the provisions of this MoA.
22. DISCLAIMER: Each Party shall be solely responsible for its own acts and omission (and the acts and omission of its employees and other agents) and neither party shall have authority nor shall


support to act for, or legally bind, the other party in this project with the third party except as agreed in writing by the parties.

23. **AMENDMENT IN THE MOA:** That no amendment(s) to this MoA shall be effective unless it is in writing and signed by duly authorized representative of both parties.
24. **SEVERABILITY:** If any provision or condition of this MoA is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or unenforceability of any other provisions and conditions of this MoA.
25. **INTELLECTUAL PROPERTY:** The materials developed by the SECOND PARTY shall be the property of the SECOND PARTY who will be the legal owner of these materials. The FIRST PARTY shall have a free, non-royalty license to use and transfer the referenced intellectual property with appropriate credit to the project and the SECOND PARTY.
26. **TERMINATION:**
 - 25.1 In case it is found by either of the PARTIES that the desired objectives cannot be achieved due to any reason(s) whatsoever, this MoA may be terminated by either of the PARTIES by giving a written notice of 30 days in advance to the other.
 - 25.2 Notwithstanding the completion of the Project or the termination of all or part of this Agreement, SECOND PARTY will continue to hold unutilized Funds from the Funds until all its commitments and liabilities incurred in the implementation of the Project, as described in the proposal, have been satisfied and Project activities brought to an orderly conclusion.
 - 25.3 Any Funds that remain unutilized after such commitments and liabilities have been satisfied will be refund to the Bihar State Disaster Management Authority (BSDMA), Government of Bihar.
26. **NOTICES:** Any notice to be given under this MoA shall be in writing and shall be deemed to have been duly and properly served upon the PARTIES hereto if delivered against acknowledgement or by registered post with acknowledgement due, addressed to the PARTIES herein at the addresses detailed below, or such changed addresses as will be duly notified by the PARTIES, from time to time.
 - a) Vice Chairman, BSDMA Bihar State Disaster Management Authority, 5th Floor, D & E Block, Patel Bhavan, Nehru Marg (Bailey Road), Patna, Bihar- 800023
 - b) Resident Representative, UNDP
55 Lodi Estate,
New Delhi- 110003
27. The PARTIES agree that it is important to take all necessary precautions to avoid corrupt practices. To this end, SECOND PARTY shall maintain standards of conduct that govern the performance of its staff, including the prohibition of corrupt practices in connection with the award and administration of contracts, grants or other benefits, as set forth in the Staff Regulations and Rules of the United Nations, the UNDP Financial Regulations and Rules, and the UNDP Procurement Manual.

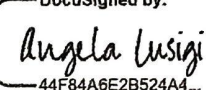
28. SETTLEMENT OF DISPUTES: Any disputes between the PARTIES arising out of or relating to this Agreement shall be settled amicably by the Parties. Nothing under the present MoA shall be deemed to represent a waiver of the immunities and privileges of the SECOND PARTY under the Convention on the Privileges and Immunities of the United Nations.

In WITNESS WHEREOF, the PARTIES have executed this MoA by their duly authorized representatives as on the date first written above at _____AM/PM.

Signed at New Delhi on

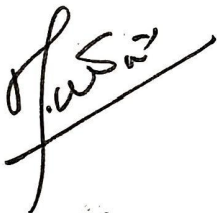

29.11.2024

By the authorized representative
for and on behalf of the BSDMA

DocuSigned by:

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By the authorized representative for and on
behalf of the UNDP

Witness 1





Witness 2

Witness 1




Witness 2