



MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CENTER FOR EMERGENCY SITUATIONS AND DISASTER RISK REDUCTION in Almaty
(CESDRR)

AND

THE ASIAN DISASTER PREPAREDNESS CENTER (ADPC), BANGKOK, Thailand
(together "the Parties")

Preamble

1. Whereas the Center for Emergency Situations and Disaster Risk Reduction in Almaty (hereinafter called 'CESDRR') and the Asian Disaster Preparedness Center (ADPC), Bangkok, Thailand (hereinafter called 'ADPC') are regional organisations with common members and sharing common challenges and issues and working toward the same development goals and outcomes for their members;

The undersigned,

2. **Conscious** that CESDRR and ADPC provide their members with advisory, training and research services in programme areas under their respective mandates, including scientific, technical, legal, economic, social, educational, policy and strategic services to support, enhance, complement and supplement each member's capacity to achieve national development outcomes and regional development outcomes agreed to by the region's leaders;

3. **Acknowledging** that both agencies have clear roles to play in Disaster Risk Management institutional strengthening and capacity building which contribute to holistic and sustainable solutions for Central Asia countries, highlighting the importance of maximising cooperation and minimising the potential for overlap;

4. **Noting** that both organisations also work with many other key stakeholders at national, regional and international levels to support members in many areas of mutual responsibility;

5. **Recognising** that both organisations obtain programme and project funds from some similar donors;

6. **Desiring** to develop collaborative approaches in programmes and projects to signal to donors and members that ADPC and CESDRR are committed to transparent and enhanced cooperation with

each other to better serve the priorities of their member countries and territories, in which both organisations have a mutually reinforcing role; and

7. **Accepting** that each organisation has been recognised for its contributions in certain areas of importance to members for which a coordinated regional approach will add greater value to achieving each member's national development outcomes, such as **key areas of partner competence in disaster risk management**.

8. **Agree** to work closely together to maximise effective cooperation and efficiency and reduce duplication in delivering services to their mutual membership within the areas coming under their respective mandates.

This agreement is underpinned by the following principles and associated mechanisms for collaboration.

Principles of collaboration

The following principles underpin this memorandum of understanding (MOU).

- i. **The needs and priorities of Central Asia countries will underpin the work of CESDRR and ADPC.** The needs and priorities of Central Asia countries, as reflected in relevant national plans and expressed at meetings of the governing bodies of CESDRR and ADPC, and at relevant meetings of Central Asia Ministers and Forum Leaders, will guide the work that the two organisations will do jointly.
- ii. **Genuine partnership.** The collaboration is based on a genuine spirit of partnership in which the Parties seek to enhance and complement each other's efforts while building on their individual natural strengths and areas of primary expertise (underpinning the principles of the 'one team' approach for Central Asia).
- iii. **Mutual recognition and respect for each other's mandates.** Mutual and reciprocal recognition of each other's role and respect for each other's mandates are central to this MOU.
- iv. **Expanding the partnership beyond the two organisations.** Each organisation brings more than its own resources to the partnership. ADPC, in addition to its expertise at the regional, national and international levels, is able to draw on the expertise available through its network of organisations, and experts to support initiatives in the Central Asia region. CESDRR also has the capacity to both influence and mobilise resources and people in a wide range of sectors, nationally, regionally and internationally. Combining the resources of the two organisations will magnify the impact of their assistance and the benefits to Central Asia countries.
- v. **Joint approach when addressing the same priority areas of work.** When both organisations are involved in the same priority area of work, a joint approach will be defined through a collaborative process that respects the core functions of each organisation and the strategies or approaches that have been defined by their respective governing bodies. The two organisations agree to develop joint approaches and work plans when supporting countries, and to undertake joint consultation with countries during the development phases.

- vi. ***New and emerging priorities or gaps.*** For new or emerging priorities, or where gaps are identified that require concerted and joint efforts, the Parties will consult with each other. If both express an interest in engaging, they will undertake joint assessments, leading to the development of an agreed approach or strategy to address the issues. CESDRR and ADPC will consult with relevant countries and other potential development partners to determine the best way for the Parties to address these priority areas.
- vii. ***Sharing of information.*** Notwithstanding each Party's intellectual property rights, the Parties agree to share information that is necessary to assist each Party in achieving the common purpose and principles contained in this MOU. Such information may include technical reports, budget documents, minutes of meetings and trip reports. For joint activities, work plans and calendars of events will be shared.
- viii. ***Mutual support and advocacy.*** The Parties will respect each other's role, will advocate on behalf of each other and will acknowledge each other's existing roles and responsibilities in specific areas. Each Party agrees to take appropriate measures to give due credit to the other Party or other organisations participating in the projects or activities it implements, whether the participating Party is providing funding, technical assistance or implementation support. To the extent possible, information provided to media agencies and to the beneficiaries of projects and activities supported as a result of this MOU and related publicity material, official notices, reports and publications, shall acknowledge the role and contributions of the Parties, participating governments, donors and other participating organisations and stakeholders.
- ix. ***Increased effectiveness and harmonisation.*** CESDRR and ADPC will strive to: (a) align their support to countries' national plans and harmonise their organisational processes to increase aid effectiveness and effective utilisation of limited resources; and (b) utilise accepted global and regional reporting tools for development of information systems as the primary basis for information collection, supplemented as necessary by specific additional information required for national and regional level policy analysis, advice and formulation, or for specific reporting requirements.
- x. ***Joint resource mobilisation.*** CESDRR and ADPC agree, subject to their respective regulations and rules, and within their capacity and resources, to make joint efforts for the mobilisation of financial and other resources, and institutional support, from other potential partners and allies. Each Party shall provide, as and when considered necessary, the technical assistance required for the implementation of projects or other jointly agreed activities, in accordance with its regulations, rules, policies and capacity.
- xi. ***Innovative approaches.*** Both organisations will explore innovative approaches to strengthening collaboration through such mechanisms as:
 - a) delegating implementation to the other Party and/or jointly monitoring each other's initiatives;
 - b) funding staff of the other Party where relevant;
 - c) co-location of staff where relevant and agreed between the Parties;
 - d) extending the use of office space in-country or at headquarters to visiting staff from the other Party or providing longer-term hosting of each other's staff in their respective offices; and
 - e) accepting secondments and/or attachments of staff between the Parties.

Core activity areas of the partnership

In keeping with the above principles, the Parties agree to pursue the following areas of partnership:

- Mainstreaming disaster risk reduction into national, sub-national, sectoral and local-level development policies, plans, and programs of CESDRR Members;
- Collaborating in strengthening information management, systems and research on disaster risk management.
- Collaborating in the implementation of capacity building programs for national, sub-national and local government officials and other key stakeholders of CESDRR Member States and countries in the Central Asia region on disaster risk management;
- Working in collaboration with CESDRR and ADPC to conduct risk assessments; and
- Strengthening the emergency response preparedness capacity of CESDRR Member States and countries in the Central Asia region;
- Research and capacity building of key stakeholders and institutions on climate change adaptation and climate risk management.

Mechanisms of collaboration

Oversight. The Director of CESDRR and the Director of ADPC will oversee and manage the overall implementation of this MoU. Each will designate a focal point within each organisation to manage the operational arrangements and implementation of initiatives resulting from this MOU.

The framework for strengthening collaboration between the two organisations will include the following:

- i. ***Mechanisms for consultation between CESDRR and ADPC***
 - a) ***Director consultation.*** The CESDRR Director and the ADPC Executive Director and/or their designated representatives will conduct formal consultations that include a review of progress made on the implementation of this MoU by both organisations. Timing for such consultations, including the development of the agenda and identification of participants from each organisation, will be coordinated by the focal points. One outcome from these consultations will be a joint work plan on areas of mutual interest to both organisations.
 - b) ***Technical/programme consultation.*** Regular and open consultation and communication between the technical staff of the two organisations will be encouraged. This consultation and communication will address matters of mutual interest affecting the region and ensure coordination of work plans and collaboration on their implementation, in keeping with the spirit of this MoU. Focal points from each organisation will be involved in facilitating such consultations.

ii. Governing bodies

- a) **Participation at meetings of each other's governing bodies.** Each organisation may send senior representatives to participate in meetings of the other's governing body and in other selected technical meetings as appropriate and where resources permit.

iii. Operational arrangements

- a) **Specific activities.** Specific collaborative activities between CESDRR and ADPC will be described in letters of agreement between the two organisations within the framework of this MoU.
- b) **Financial arrangements.** The parties recognise that the two organisations have different financial regulations and that in cases where both Parties are executing joint work programmes each Party will endeavour to negotiate direct funding wherever possible. However, if the Parties have agreed on areas of common interest based on country priorities and their respective mandates, they should ensure complementarity and sharing of resources.
- c) **Exchange of letters.** When a specific agreement is reached on any particular area of collaboration, the Parties agree, subject to their respective rules and regulations and within their capacity and resources, that the implementation of such agreements will be detailed in an exchange of letters that sets out (i) the terms, conditions and responsibilities of both Parties concerning each specific activity, including work plans, disbursement of funds, reporting on funds and assets, timely submission of adequate audit reports, indirect costs to be charged, etc.; and (ii) a proposal signed by both Parties containing, at the minimum, terms of reference, including scope of service(s), annual work plan, budget and a clear description of each Party's responsibilities in relation to the project or activity. Any exchange of letters will be consistent with the principles of collaboration established through this MOU.
- d) **One-off contributions.** For time-bound, one-off contributions (such as for joint activities), an exchange of letters describing the type or nature of agreed contribution(s) and the project's or activity's purpose, objective(s), scope of services and implementation schedule will be sufficient.

Confidentiality and intellectual property

Any exchange of information between CESDRR and ADPC under this MoU, whether in relation to scientific research, financial management or information systems, will be subject to any reasonable conditions of confidentiality that the Party disclosing the information wishes to impose, notwithstanding other areas of cooperation stated in this MoU.

In the absence of any specific agreement to the contrary, the Parties hereby acknowledge that this MoU will not act as a licence for either Party to exercise the other's intellectual property rights in relation to know-how, materials or technology.

Duration, review and settlement of disputes

This MOU will have duration of four years from the date of entry into force. There is a provision for a substantive review every two years. After four years, it may be renewed with modifications that are agreed on between the Parties and recorded by way of an exchange of letters if the need arises. Minor modifications may be made at any time with the consent of both Parties in writing.

Both Parties agree to systematically jointly review the implementation of this MOU on an annual basis.

The Parties shall make their best efforts to amicably settle any dispute, controversy or claim arising out of this MOU, in accordance with the rules and procedures of both organisations.

Miscellaneous

Nothing in or relating to this MOU shall be deemed as a waiver, express or implied, of any of the privileges and immunities of either organisation, including any subsidiary organs.

Entry into force

This MOU will enter into force upon signature by the Director-General of CESDRR and the Regional Director of ADPC and supersedes all previous arrangements.

IN WITNESS WHEREOF, the undersigned, duly authorised representatives of the respective Parties, have signed this memorandum of understanding in the English language, in duplicate, in the place and on the date indicated below.

<p>On behalf of the Center for Emergency Situations and Disaster Risk Reduction in Almaty</p>  <p>.....</p> <p>Mr. Valeriy V. Petrov Director</p> <p>Date: <i>15 March 2014</i></p>	<p>On behalf of the Asian Disaster Preparedness Center In Bangkok</p>  <p>.....</p> <p>Mr. Hans Guttman Executive Director</p> <p>Date: <i>15 March 2014</i></p>
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