

July, 2018

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
EFFICIENT AND ACCOUNTABLE LOCAL GOVERNANCE (EALG),  
LOCAL GOVERNMENT DIVISION  
AND  
NATIONAL INSTITUTE OF LOCAL GOVERNMENT (NILG)**

Memorandum of understanding laying down the condition of the cooperation process  
Launched by EALG and NILG, Dhaka.

This Memorandum of understanding (MOU) is entered into by the Efficient and Accountable Local Governance (EALG), is a part of overall programmatic framework for UNDP support to Government of Bangladesh Local Governance reforms, supported by the Swiss Agency for Development and Cooperation (SDC) and the Danish International Development Agency (DANIDA) are hereinafter jointly referred to as the 'Parties'.

Whereas, EALG aims to strengthen the capacities of local governments and other stakeholders to foster participatory local development service delivery for the SDGs (especially achieving the goals and targets of 1, 1.3, 4, 5, 6, 11-b, 15 and 16.7) This project that will have the following three components;

1. Strengthening Upazila Parishad (SUZP)
2. Strengthening Union Parishad (SUP)
3. Policy for Effective Local Governance (PELG)

1: Strengthening Upazila Parishad (SUZP) Component puts emphasis on Strengthening Capacities of Upazila Parishad to Improve Service Delivery. It would enable strengthening governance framework of Upazila Parishad for inclusive, effective and accountable planning and improved service delivery. Moreover, it will work to improve the financial management of Upazila Parishad for improved funding absorption capacity and accountability, strengthened downward accountability of the UZP Committees through effective and inclusive public engagement mechanisms and practices, and strengthened ability of Women Upazila Parishad Members to fulfil their role and duties in council work.

2: Strengthening Union Parishad (SUP) Component focuses on enhancing Capacities of Union Parishad for Participatory Local Development. It would attempt to: i. strengthen the capacity of the Union Parishads to provide pro-poor, effective and accountable services; ii. Make the Union Parishads (UP) more climate resilient through prioritizing resilience measures in the UP development plan; and iii. Empower and institutionalize the space for the poor and marginalized citizens specially women to get engaged in the decision making process of UP.

3: Policy for Effective Local Governance (PELG) component will provide policy support to the Government of Bangladesh for establishing effective local government irrespective of tiers.

Whereas, EALG started to facilitating the growth of the UZP and UP system and to support weaker Upazila (16) and Union Parishads (240) among eight districts under eight divisions as a strong tier of local government institution at a very important strategic level. For improving capacity of Upazila Parishad and Union Parishad which have been implementing by the Local Government Division, Ministry of Local Government, Rural Development and Cooperatives on behalf of government of Bangladesh, NILG has expressed its interest in cooperating with Project in the areas of mutual interest.

NOW, THEREFORE, the parties agree to cooperate as follows:

#### Article I Purpose

The purpose of this MOU is to provide a framework of cooperation and facilitate collaboration between the parties, on a non-exclusive basis, in arsis of mutual interest.

#### Article II Areas of Cooperation

The parties agree to cooperate in the areas of Capacity Development of Upazila Parishads and Union Parishads are as follows:

- (i) Develop and finalize the training schedule, course curriculum and pre and post training evaluation;
- (ii) Implement training as required from project for Upazila and Union Parishad representatives, officials, members of CSOs, CBOs, backward communities including women and vulnerable people;
- (iii) Develop and finalize the modules for general and specialized trainings, e.g. governance, SDGs, climate change, etc;
- (iv) Preparation of training handbook;
- (v) Collection and analysis of relevant materials on Upazila and Union Parishad system;
- (vi) Conduct evaluations during trainings and preparation of a report with detail feedback from each training event, share the report with EALG project management (NPD, DNPDs and PC) keeping cc to Capacity Development and Gender Officer accordingly;
- (vii) Participate in research, evaluation and monitoring activities of the project
- (viii) Visit and provide feedback on various aspects of local government in general and Upazila and Union Parishad in particular;
- (ix) Apply modern and appropriate training methods based upon participants' criteria to get better training results;

#### Article III Consultation and Exchanging of Information

3.1 The parties shall, on a regular basis, keep each other informed of and consult on matters of common interest, which in their opinion are likely to lead to mutual understanding;

3.2 Consultation and exchange of information and documents under this Article shall be without prejudice to arrangements, which may be required to safeguard the confidential and restricted character of certain information and documents;

3.3 The parties shall at such intervals as deemed appropriate convene meetings to review the progress of activities being carried out under the present MOU and to plan future activities;

3.4 The parties may invite each other to send observers to meetings, conferences and trainings convened by them or under their auspices in which, in the opinion of either party, the other may have an interest. Invitations shall be subject to the procedures applicable to such meeting or conferences.

#### Article IV Implementation of the MOU

4.1 The agreement between EALG and NILG shall be considered effective from the date of signing the agreements by both the parties and remain valid until December 2022, provided either of the party withdraw in accordance with the provision of MOU;

4.2 NILG shall conduct the allotted training courses using its assigned training resource pool and hired resource persons if necessary to ensure quality of the training. No sub-contracting of services by NILG to other organizations should be allowed;

4.3 NILG should generally follow the time schedule agreed upon but to unforeseen exigencies adjustments be made in the schedule on mutual discussion and agreement;

4.4. For delivering the training, NILG will formulate trainers' resource pool, but there shall be one member appointed as focal person of the trainers' resource pool who shall be responsible to coordinate the activities and maintain communication between NILG and EALG on behalf of the resource pool;

4.5 At least a ten member core trainer team will be formed at NILG and they will participate in all the activities to be undertaken by EALG;

4.6 A prior endorsement on the training module or other services developed will be required from EALG project before going to implement the training intervention;

4.7 Local Government Division (LGD) will take steps to issue the Government Order (GO) for the participants regarding the training schedule. As follow-up actions, NILG will invite participants as per the schedule to ensure timely attendance;

4.8 EALG project will provide necessary fund/budget to NILG as per the agreed training programs based upon government rules and procedure;

4.9 NILG will prepare a quarterly accomplishment report and to be submitted to EALG project management (NPD, DNPDs and PC) keeping cc to Capacity Development and Gender Officer. It will ensure to utilize the financial resources efficiently and economically with the budget allocation under specified line items of expenditure. NILG will preserve all financial documents of incurred expenditures for Foreign Aided Project Audit Directorate (FAPAD, Local Government Audit etc.);

4.10 The EALG project with staff concern will monitor and evaluate the performance of the trainers' pool and allowed to provide necessary feedback for further improvement of the training programs;

4.11 It is understood that all activities will be carried out on the basis of project documents agreed between EALG and the concerned party in accordance with the applicable EALG regulations, rules and procedures;

4.12 Neither party shall enter into any contract or commitment on behalf of the other party and shall be solely responsible for making all payments to and on behalf of its own account, as provided under this MOU. No sub-contracting from either side will be allowed;

4.13 The budget agreed by the parties must be respected. However, NILG can make budgetary changes within their budget without prior consultation with EALG provided that these modifications (i) do not result in a proposed budget over run, (ii) Do not result in an increase of more than 10% of individual budget positions, and (iii) be brought to the attention of EALG on the occasion of the next presentation of accounts at the latest;

4.14 NILG resource pool will be entitled to receive DSA at the rate of EALG, where applicable;

4.15 The payment will be made in the following manner:

Tranche	Maximum amount in (BDT)	Terms and conditions for payment
1 <sup>st</sup> Tranche	50% of the budget for each activity	After approval of the training/programme and the budget
2 <sup>nd</sup> Tranche	50% of the rest of the budget	After receiving of financial and narrative report of the training programs and submission of the request.
Total	(100%)	

4.16 NILG will open a separate bank account for receiving funds for implementation of EALG activities and bank account number will be forwarded to EALG after signing of MOU.

#### Article V Use of Name and Emblem

5.1 Neither party shall use the name, emblem or trademarks of the other party, its subsidiaries, and/or affiliates, or any abbreviation thereof, in connection with its business or otherwise without the express prior written approval of the other Party in each case. In no event will authorization of the EALG name or emblem, or any abbreviation thereof, be granted for commercial purposes, or for use in any manner that suggests an endorsement by EALG of NILG products or services;

5.2 The parties agree to recognize and acknowledge this partnership, as appropriate. To this end, the parties shall consult with each other concerning the manner and form of such recognition and acknowledgement.

#### Article VI Duration, Termination, Modification

6.1 The proposed cooperation under this MOU is non- exclusive and shall have duration of project period till July 2018 to December 2022 unless terminated earlier by either party based upon two months' notice in writing to the other party;

6.2 This MOU may be amended by mutual agreement of the parties reflected in writing.

Article VII  
Notices and Addresses

7.1 Any notice or request required or permitted to be given or made under this MOU shall be in writing. Such notice or request shall be deemed to have been duly given or made when it shall have been delivered by hand, mail, telex, or cable to the party to which it is required to be given or made at the address specified below or such other address as shall be hereafter notified.

For EALG:  
Mr. Amitavh Sarker  
Joint Secretary  
Local Government Division  
&  
National Project Director  
Efficient and Accountable Local Governance

For NILG:  
Mr. Tapan Kumar Karmaker  
Director General (Additional Secretary)  
National Institute of Local Government (NILG)

Article VIII  
Statement of Disputes

8.1 The parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of this MOU;

8.2 This is MOU and the project document comprises the complete understanding of the parties in respect of the subject matter in this MOU and supersedes all prior agreements relating to the same subject matter. Failure by either party to enforce a provision of this MOU shall not constitute a waiver of that or any other provision of this MOU. The invalidity of unenforceability of any provision of this MOU shall not affect the validity or enforceability of any other provision of the MOU.

Article IX  
Privileges and Immunities

9.1 Nothing in or relating to this MOU shall be deemed a waiver, express, or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs.

IN WITNESS WHEREOF, the duly authorized representatives of the parties affix their signatures below.

**For EALG**  
**Mr. Amitabh Sarker**



Signature  
Joint Secretary  
Local Government Division &  
National Project Director, EALG

**For NILG**  
**Name: Mr. Tapan Kumar Karmaker**



Signature  
Director General (Additional Secretary)  
National Institute of Local Government (NILG)

Date: 11-07-2018

Date: