



2nd August 2011

INSTITUTIONAL CONTRACT

Contract No: P/AM125/11

Organizational Unit UNDP-Iraq

Amendment No: N/A

Country: Iraq

Contract entered into between the **United Nations Development Programme** and: **Regional Integrated Multi-Hazard Early Warning System (RIMES) for Asia and Africa** (Hereinafter referred to as the Contractor).

Address:

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Mr. A.R. Subbiah

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or

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1. Work Assignment:

Training and exposure visit on Disaster Risk management System in Thailand for the Delegation of Iraq. The overall objectives are:

1. To provide an opportunity to Iraqi Government officials to learn about the Disaster Risk Management System in Thailand at the national, regional, province and local levels;
2. To facilitate learning of Iraqi officials about the mainstreaming of DRR and knowledge management;
3. To provide an opportunity to Iraqi officials to observe disaster risk reduction interventions in the field, particularly with regards to droughts and floods;

This Contract shall commence on the 7th August 2011 and shall expire on the satisfactory completion of the services described above, but not later than 16th August 2011 unless sooner terminated under the Terms of this Contract. This contract is subject to the UNDP General Terms and Conditions under Annex I.

2. Consideration

As full consideration for the services performed by the Contractor under the terms of this Agreement the United Nations Development Programme shall pay the Contractor upon certification that the services have been satisfactorily performed:

A Total fee of:

USD19,965.00 (US Dollars Nineteen Thousand Nine Hundred Sixty Five)

- (a) Where two currencies are involved, the rate of exchange shall be the official rate applied by the UNDP on the day the UNDP instruct its Bankers to effect the payment(s);
- (b) The fee is payable in installments upon certification of satisfactory performance of requested duties as per attached offer under Annex II.

3. Security –

- 3.1 The responsibility for the safety and security of the Contractor and its personnel and property, and of UNDP's property in the Contractor's custody, rests with the Contractor.
- 3.2 The Contractor shall:
 - (a) put in place an appropriate security plan and maintain the security plan, taking into account the security situation in the country where the services are being provided;
 - (b) Assume all risks and liabilities related to the Contractor's security, and the full implementation of the security plan.
- 3.3 UNDP reserves the right to verify whether such a plan is in place, and to suggest modifications to the plan when necessary. Failure to maintain and implement an appropriate security plan as required hereunder shall be deemed a breach of this contract. Notwithstanding the foregoing, the Contractor shall remain solely responsible for the security of its personnel and for UNDP's property in its custody as set forth in paragraph 3.1 above.

4. Audit and investigations-

- 4.1 Each invoice paid by UNDP shall be subject to a post-payment audit by auditors, whether internal or external, of UNDP or the authorized agents of the UNDP at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract. The UNDP shall be entitled to a refund from the Contractor for any amounts shown by such audits to have been paid by the UNDP other than in accordance with the terms and conditions of the Contract. Should the audit determine that any funds paid by UNDP have not been used as per contract clauses, the company shall reimburse such funds forthwith. Where the company fails to reimburse such funds, UNDP reserves the right to seek recovery and/or to take any other action as it deems necessary.

4.2 The Contractor acknowledges and agrees that, at anytime, UNDP may conduct investigations relating to any aspect of the Contract, the obligations performed under the Contract, and the operations of the Contractor generally. The right of UNDP to conduct an investigation and the Contractor's obligation to comply with such an investigation shall not lapse upon expiration or prior termination of the Contract. The Contractor shall provide its full and timely cooperation with any such inspections, post-payment audits or investigations. Such cooperation shall include, but shall not be limited to, the Contractor's obligation to make available its personnel and any documentation for such purposes and to grant to UNDP access to the Contractor's premises. The Contractor shall require its agents, including, but not limited to, the Contractor's attorneys, accountants or other advisers, to reasonably cooperate with any inspections, post-payment audits or investigations carried out by UNDP hereunder.

5. Anti-terrorism

The Contractor agrees to undertake all reasonable efforts to ensure that none of the UNDP funds received under this Contract are used to provide support to individuals or entities associated with terrorism and that the recipients of any amounts provided by UNDP hereunder do not appear on the list maintained by the Security Council Committee established pursuant to resolution 1267 (1999). The list can be accessed via <http://www.un.org/Docs/sc/committees/1267/1267ListEng.htm>. This provision must be included in all sub-contracts or sub-agreements entered into under this Contract.

I acknowledge that I have read and accept the conditions on reverse.

Contractor Title: RIMS


Signature:

Date: 03 AUG 2011

Authorized Officer: Yee Kun Lee, DRR (Operation)
On behalf of the UNDP


Signature:

Date:

2 Aug 2011

Attachments:
A: RIMS Offer.



Annex I General Conditions for Professional Services

1. LEGAL STATUS

The Contractor shall be considered as having the legal status of an independent contractor vis-à-vis UNDP. The Contractor's personnel and sub-contractors shall not be considered in any respect as being the employees or agents of UNDP or the United Nations.

2. OBLIGATIONS

The contractor shall neither seek nor accept instructions from any authority external to the United Nations Development Programme in connection with the performance of its services under this Contract. The contractor shall refrain from any action, which may adversely affect the United Nations Development Programme and shall fulfil its commitments with fullest regard for the interest of the United Nations. The contractor shall not advertise or otherwise make public the fact that it is a contractor with the United Nations Development Programme. Also the contractor shall, in no other manner whatsoever use the name, emblem or official seal of the United Nations Development Programme or any abbreviation of the name of the United Nations in connection with its business or otherwise. Contractors may not communicate at any time to any other person, Government or authority external to the United Nations or any information known to them by reason of their association with the United Nations which has not been made public, except in the course of their duties or by authorization of the Secretary-General or his designate; nor shall contractors at any time use such information to private advantage. These obligations do not lapse upon termination of their agreement with the United Nations Development Programme.

3. TITLE RIGHTS

- (a) The United Nations shall be entitled to all property rights including but not limited to patents, copyrights and trademarks, with regard to material

which bears a direct relation to or is made in consequence of, the services provided to the Organization by the contractor. At the request of the United Nations, the contractor shall assist in securing such property rights and transferring them to the Organization in compliance with the requirements of the applicable law. At the request of the United Nations, the contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such property rights and transferring them to the Organization in compliance with the requirements of the applicable law.

- (b) Title to any equipment and supplies which may be furnished by the United Nations shall rest with the United Nations and any such equipment shall be returned to the United Nations at the conclusion of this Contract or when no longer needed by the contractor. Such equipment when returned to the United Nations, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear.

4. SUB-CONTRACTING

In the event the Contractor requires the services of sub-contractors, the Contractor shall obtain the prior written approval and clearance of UNDP for all sub-contractors. The approval of UNDP of a sub-contractor shall not

relieve the Contractor of any of its obligations under this Contract. The terms of any sub-contract shall be subject to and conform with the provisions of this Contract.

5. INDEMNIFICATION AND INSURANCE

The contractor shall indemnify, hold and save harmless and defend, at its own expense, the UN, its officers, agents, servants and employees from and against all suits, claims, demands and liability of any nature or kind, including costs and expenses arising out of acts or omissions of the contractor or his employees or sub-contractors in the performance of this Contract. This clause shall extend to claims and liability in the nature of workmen's compensation claims or liability or those arising out of the use of patented inventions or devices.

In compliance with this clause, the contractor shall obtain and maintain adequate liability and property damage insurance in respect of any tort action or tort claim arising out of contractor's acts or omissions related to this Contract. The contractor shall, upon request, provide proof of such insurance.

The Contractor shall not permit any lien, attachment or other encumbrance by any person to remain on file in any public office or on file with the UN against any monies due or to become due for any work done or materials furnished under this Contract, or by reason of any other claim or demand against the contractor.

6. TERMINATION

This Contract may be terminated by either party before the expiry date of the Contract by giving notice in writing to the other party. The period of notice shall be five days in the case of contracts for a total period of less than two months and fourteen days in the case of contracts for a longer period.

In the event of the Contract being terminated prior to its due expiry date in this way, the contractor shall be compensated on a *pro rata* basis for no more than the actual amount of work performed to the satisfaction of the United Nations. Additional costs incurred by the United Nations resulting from the termination of the Contract by the contractor may be withheld from any amount otherwise due to the contractor from the United Nations.

7. SETTLEMENT OF DISPUTES

Any controversy or claim arising out of, or in accordance with this Contract or any breach thereof, shall, unless it is settled by direct negotiation, be settled in accordance with the UNCITRAL Arbitration Rules as at present in force. The parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy or claim.

8. PRIVILEGES AND IMMUNITIES

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

9. OBSERVANCE OF THE LAW

The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the terms of this Contract.

10. AUTHORITY TO MODIFY

No modification or change in this Contract, no waiver of any of its provisions or any additional contractual relationship of any kind with the Contractor shall be valid and enforceable against UNDP unless provided by an amendment to this Contract signed by the authorized official of UNDP.

ANNEX II

Program & Estimated Cost

Training and Exposure Visit on Disaster Risk Management System in Thailand for the Delegation of Iraq

1. Background

Disaster Risk management is the systematic approach and practice of managing uncertainty to minimize potential harm and loss (UN ISDR 2009). Disasters not only reveal underlying social, economic, political and environmental problems, but unfortunately also contribute to worsening them. In turn, disaster hinders the economic and social development and takes a long time to reinstate into the original shape. Truly sustainable development therefore cannot be achieved without taking into account disaster risk management and their reduction, in particular water-related disaster risks (i.e. floods and droughts).

It was felt that the experiences and knowledge from the region on good practices of disaster risk reduction and community in action with focus to flood and drought risk management, community mobilization, institutionalize mechanism, early warning system, etc would help to enhance the capacity of the senior Govt. Officials of Iraq to replicate and introduce program in their perspective.

This proposal is accordingly prepared for a field visit to Thailand for experience sharing on disaster risk reduction and mitigation in action from the institutional mechanism, policy and legislation, floods and droughts risk management. .

2. Objectives of the Visit

The overall objectives of the exposure visit are:

- To provide an opportunity to Iraqi Government officials to learn about the Disaster Risk Management System in Thailand at the national, regional, province and local levels;
- To facilitate learning of Iraqi officials about the mainstreaming of DRR and knowledge management;
- To provide an opportunity to Iraqi officials to observe disaster risk reduction interventions in the field, particularly with regards to droughts and floods;

3. Overall Outputs

Upon completion of the exposure visit, participants will:

- Understand the elements of disaster risk management with focus to flood and drought risk management

- Know how to build the resilience of disaster prone communities to reduce risks from natural hazards.
- Know how to strengthen the local institutions and organizations to better respond, mitigate and adaption on various challenges
- Learn to apply participatory community-based decision making principles in disaster risk management using comprehensive early warning system
- Comprehend the essential linkages between the disaster risk and rural livelihoods.

4. Program Dates

14-23 August, 2011. The delegation will arrive in Bangkok on 14 August. The exposure visit will be conducted between 15-22 August (including the field visit). The delegates will have a free day in Bangkok on 21 August and return back on 23 August.

5. No of Participants

16 officials from various level of Government of Iraq.

6. Program Plan (Draft)

Date	Time	Activity
14 August 2011 Sunday		Arrival in Bangkok
		Check in Hotel (Amari Watergate)
15 August 2011 Monday	08:30	Meeting in the Hotel Lobby
	9:00-12:00	Visit DDPM HQ <ul style="list-style-type: none"> • Presentation on DRR policy, legislation and system in Thailand • Visit facilities of Emergency Operation Center of DDPM
	12:00- 14:00	Lunch
	14:00- 17:00	Visit RIMES and see its facilities on Multi-Hazard Early Warning System* <ul style="list-style-type: none"> • Presentation about RIMES • Presentation on RIMES Flood Early Warning System • Presentation on Weather forecasting for the Region • Presentation on RIMES Drought Early Warning System <p><i>*This program may move to Saturday 20 August</i></p>
	17:00	Return to Hotel
16 August 2011 Tuesday	9:00-12:00	Visit Thai Meteorological Department (TMD) <ul style="list-style-type: none"> • Briefing about TMD • Presentation on Weather and Agriculture forecasts • Presentation on Flood Modelling • Visit Facilities
	12:00-14:00	Lunch
	14:00- 17:00	Visit Flood Control Center of the Bangkok Metropolitan Administration (BMA) <ul style="list-style-type: none"> • Presentation on Flood Control System for Bangkok • Visit Emergency Operation Center
	17:00	Return to Hotel
17 August 2011 Wednesday	09:00-12:00	Visit Royal Irrigation Department and Flood Control Center <ul style="list-style-type: none"> • Presentation on Flood Protection and Warning System • Presentation on Central Operation System for telemetric station for flood and drought forecasting
	12:00- 14:00	Lunch
	15:00-	Travel to PetchBuri and stay over night
18 August 2011	8:00-16:00	Visit PetchBuri for Flood and Drought area

Thursday		<ul style="list-style-type: none"> Visit King Project for Drought Risk Management Visit Telemetric Stations for Flood Forecasting System
	16:00-	Return Back to Bangkok
19 August 2011 Friday	09:00-12:00	Visit Regional DDPM Office
	12:00-14:00	Lunch
	14:00- 16:00	Visit Thai Red Cross <ul style="list-style-type: none"> Presentation on DRR by Thai Red Cross Presentation mainstreaming of DRR and knowledge management at community
20 August 2011 Saturday	09:30-12:00	* To be Determined / Evaluation of Exposure visit/Lessons learned
	12:00-17:00	Tour to Bangkok
21 August 2011 Sunday	8:00	Free Day
22 August 2011 Monday	9:00-12:00	Visit UNDP Regional Center
23 August 2011 Tuesday		Return to Iraq

7. Budget

Budget item	Budget details	No. of units	Unit	Unit rate (USD)	Amount (USD)
1. Transportation for Delegates					5,120
<i>1a. Transportation</i>					
	Airport-Hotel transfer	4	Van-Trip	100	400
	Hotel-Airport transfer	4	Van-Trip	100	400
	Local Transportation- Bangkok (4 days)	4	Van-Trip	120	1,920
	Transportation -Field Visit (2 days)	4	Van-Trip	300	2,400
2. Field visit for RIMES Staff					7,030
<i>2a. Technical Inputs</i>					
	Hydrologist	6	Man-day	450	2,700
	Administration Officer	8	Man-day	80	640
<i>2b. Translator & Field Staff</i>					
	Translator	6	Man-day	350	2,100
	Field Assistant	6	Man-day	75	450
<i>2c. Travel & Per-Diem</i>					
	Perdiem for Field (2 nights)	6	Man-day	80	480
	Accommodation- Single room(2 nights)	6	Man-day	110	660
3. Exposure visit					5,600
<i>3a. Training Material Preparation</i>					
	Facilities, and meals- lunch (6 days)	20	Man-day	30	3,600
	Meeting cost in Thai Agencies	7	nos	200	1,400
	Consumables, communications, etc.	6	days	100	600
4. Contingency/ Miscellaneous					400
5. Overhead cost (10% of total cost)					1,815

Grand Total	\$19,965
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8. Implementation Arrangement

The activities would be implemented by Regional Integrated Multi-hazard Early warning System (RIMES), Bangkok, Thailand.

9. Correspondence

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or
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Hydrologist, fakhruddin@rimes.int
