

**LETTER OF AGREEMENT BETWEEN
COMMUNITY BASED FLOOD AND GLACIAL LAKE OUTBURST RISK
REDUCTION PROJECT (CFGORRP)/ DEPARTMENT OF HYDROLOGY AND
METEOROLOGY (DHM),**

**AND
ALTERNATIVE ENERGY PROMOTION CENTRE/CENTRAL RENEWAL ENERGY
FUND (AEPC/CREF)**

**TO SUPPORT THE INSTALLATION OF SOLAR POWER AND OTHER
REQUIRED REFURBISHMENT OF STRUCTURE BUILT IN CFGORRP/DHM
PROJECT SITE, IMJA, SOLUKHUMBU FOR
CFGORRP/DHM NEPAL**

1. Reference is made to the consultations between officials of the Community Based Flood and Glacial Lake Outburst Risk Reduction Project/Department of Hydrology and Meteorology (hereinafter referred to as "CFGORRP/DHM") in Nepal and officials of Alternative Energy Promotion Centre/Central Renewable Energy Fund (hereafter referred to as "AEPC/CREF") with respect to the realization of activities by the AEPC/CREF in the implementation of the activities - **TO SUPPORT THE INSTALLATION OF SOLAR POWER AND OTHER REQUIRED REFURBISHMENT OF STRUCTURE BUILT IN CFGORRP/DHM PROJECT SITE, IMJA, SOLUKHUMBU** as specified in attachment 1 (Description of Activities).

2. In accordance with the Detail Activities Plan and with the following terms and conditions, we confirm our acceptance of the activities to be provided by AEPC/CREF towards the Activities, as specified in attachment 1: Description of Activities (hereinafter referred to as "Activities"). Close consultations will be held between AEPC/CREF and CFGORRP/DHM on all aspects of these Activities.

3. AEPC/CREF shall be fully responsible for carrying out, with due diligence and efficiency, all Activities in accordance with its Financial Regulations and Rules.

4. In carrying out the activities under this Letter, the personnel and sub-contractors of the AEPC/CREF shall not be considered in any respect as being the employees or agents of CFGORRP/DHM. CFGORRP/DHM does not accept any liability for claims arising out of acts or omission of AEPC/CREF or its personnel, or of its contractors or their personnel, in performing the Activities or any claims for death, bodily injury, disability, damage to property or other hazards that may be suffered by AEPC/CREF, and its personnel as a result of their work pertaining to the Activities.

5. Any subcontractors, including NGOs under contract with AEPC/CREF shall work under the supervision of the designated official of the AEPC/CREF. These subcontractors shall remain accountable to AEPC/CREF for the manner in which assigned functions are discharged.

6. Upon signature of this Letter, CFGORRP/DHM will make payments to AEPC/CREF, according to the schedule of payments specified in Attachment 2: Schedule of Activities, Facilities and Payments.



7. AEPC/CREF shall not make any financial commitments or incur any expenses which would exceed the budget for the Activities as set forth in Attachment 2. AEPC/CREF shall regularly consult with CFGORRP/DHM concerning the status and use of funds and shall promptly advise CFGORRP/DHM any time when AEPC/CREF is aware that the budget to carry out these Activities is insufficient to fully implement the activities in the manner set out in the Attachment 1. CFGORRP/DHM shall have no obligation to provide AEPC/CREF with any additional funds or to make any reimbursement for expenses incurred by AEPC/CREF in excess of the total budget as set forth in Attachment 2.

8. AEPC/CREF shall submit financial report after completion of the activities and a brief interim progress report. The final report will be submitted to CFGORRP/DHM. The format will follow the standard UNDP expenditure report [a model copy of which is provided as Attachment 3].

9. AEPC/CREF shall submit such progress reports relating to the Activities as may reasonably be required by the National Project Director, CFGORRP/DHM in the exercise of his or her duties.

10. AEPC/CREF shall furnish a final report by 31 December 2018 after completion or termination of the Activities and the final completed Report and statements of accounts showing the utilization of funds under this Agreement, including a list of non-expendable equipment purchased by AEPC/CREF and all relevant audited or certified financial statements and records related to such Activities, as appropriate, pursuant to its Financial Regulations and Rules.

11. Equipment and supplies that may be furnished by CFGORRP/DHM or procured through CFGORRP/DHM funds will be disposed as agreed, in writing, between CFGORRP/DHM and AEPC/CREF.

12. Any changes to the planned activities which would affect the work being performed by AEPC/CREF in accordance with Attachment 1 shall be recommended only after consultation between the parties.

13. For any matters not specifically covered by this Letter, the Parties would ensure that those matters shall be resolved in accordance with the appropriate provisions of the Detail Activities Plan and any revisions thereof and in accordance with the respective provisions of the Financial Regulations and Rules of the AEPC/CREF and CFGORRP/DHM.

14. The arrangements described in this Letter will remain in effect until completion of the activities of AEPC/CREF, according to Attachment 1, or until terminated in writing (with 30 days' notice) by either party. The schedule of payments specified in Attachment 2 remains in effect based on continued performance by AEPC/CREF unless it receives written indication to the contrary from CFGORRP/DHM.

15. Any balance of funds that is undispersed and uncommitted after the conclusion of the Activities shall be returned within 90 days to CFGORRP/DHM.

16. Any amendment to this Letter shall be effected by mutual agreement, in writing,



17. All further correspondence regarding this Letter, other than signed letters of agreement or amendments thereto should be addressed to Director General/National Project Director, CFGORRP/DHM.

18. AEPC/CREF shall keep the National Project Director fully informed of all actions undertaken by them in carrying out this Letter.

19. CFGORRP/DHM may suspend this Agreement, in whole or in part, upon written notice, should circumstances arise which jeopardize successful completion of the Activities.

20. Any dispute between the CFGORRP/DHM and AEPC/CREF arising out of or relating to this Letter which is not settled by negotiation or other agreed mode of settlement, shall, at the request of either party, be submitted to the Ministry of Population and Environment (MOPE).

21. If you are in agreement with the provisions set forth above, please sign and return to this office two copies of this Letter. Your acceptance shall thereby constitute the basis for AEPC/CREF participation in supporting installation of solar power and other required refurbishment of structure built in CFGORRP/DHM project site, Imja, Solukhumbu.

Signed on behalf of CFGORRP/DHM

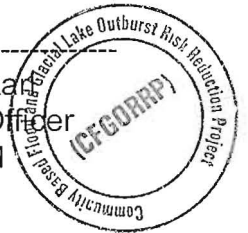
Witness on behalf of CFGORRP/DHM



Director General

Dr. Rishi Ram Sharma
Director General and National Project
Director, CFGORRP/DHM
Department of Hydrology and Meteorology, Nepal

Shreechar P Adhikari
Admin and Finance Officer
CFGORRP/DHM



Signed on behalf of AEPC/CREF

Witness on behalf of AEPC/CREF

Mr. Ram Prasad Dhital
Executive Director, AEPC
Investment Committee Member, CREF

Mr. Manu Binod Aryal
Management & Monitoring Specialist and
Head of the CREF Secretariat

Date: 28 December 2017



Attachment 1: Description of Activities

Terms of Reference

Installation of solar power, and other required refurbishment of structure built in CFGORRP/DHM project site, Imja, Solukhumbu

Project: Community Based Flood and Glacial Lake Outburst Risk Reduction Project	
Geographic Coverage:	Imja, Solukhumbu district
Reporting to:	CFGORRP/DHM
Type of Contract:	Letter of Agreement
Contract Period(s):	December 29, 2017 to 31 December 2018

Background Information

Community Based Flood and Glacial Lake Outburst Risk Reduction Project (CFGORRP) is an initiative to reduce human and material loss from GLOF (Especially from Imja Glacial Lake) in Solukhumbu district and to minimize catastrophic foods in the Terai and Churia region. This project is a joint undertaking of the Government of Nepal (GoN), Global Environment Facility (GEF), and the United Nations Development Programme (UNDP). The project is being implemented by the Department of Hydrology and Meteorology (DHM) of the GoN which is under the Ministry of Population and Environment (MoPE). The other collaborating partners are Department of National Parks and Wildlife Conservation (DNPWC), Department of Soil conservation and Watershed Management (DSCWM), and Department of Water Induced Disaster Management (DWIDM) for the period of July 2013 to December 2017.

To achieve the outlined objective, the project has been streamlined into two outcomes. The first outcome focuses on Imja Glacial Lake Outburst Flood (GLOF) risk reduction in Solukhumbu, and second outcome is aimed at reducing the flood risk in four districts in Terai from rivers originating in Churiya. The project had covered 12 VDCs (then) of five targeted districts in two discrete geographic locations, Solukhumbu in high mountain region and Mahottari, Saptari, Siraha and Udayapur in southern plains of Terai. For Imja GLOF risk reduction project operated in high risk settlements along 50 km downstream of Imja Lake. For flood component, the project operated in targeted project areas in four districts along the basins of Ratu, Hadiya, Kong, Gagan and Khado rivers, which originate in Churiya.

The project has accomplished the most challenging work of lowering the water level of Imja Lake (5,010 meters above sea level), by 3.4 meters under its first outcome. The task of lowering the water level was assigned to Nepal Army. This successful initiative has substantially reduced GLOF risks for 12,960 vulnerable people living in high risk settlements up to 50 km downstream of Imja Lake.



The operationalization of automated and community based early warning system, mobilization of trained and equipped Disaster Management Committees, Taskforces and Local resource persons, and institutionalization of GLOF risk management skills and knowledge at local, sub national and national level have contributed further to local residents' preparedness. These components have not only helped them prepare for GLOF risks but also will help them reduce potential human and material losses in case of GLOF.

Under its second outcome, structural and nonstructural interventions in its targeted areas of Mahottari, Siraha, Saptari and Udayapur have significantly contributed to reducing human and material losses from flash floods in five targeted river systems originating in Churia. The project built 14.3 km of earthen embankment, 7.4 km of flood proofing drainage system, 35 elevated tube wells, and constructed sediment trap measures at 12 tributaries of Ratu. It also formed local disaster risk management committees at vulnerable settlements. The capacity building, equipping and operationalization of these committees, as well as awareness raising activities and capacity building of officials from government line agencies at national and sub national level are the project's key activities targeted towards reducing flood risks. This will also help institutionalize flood risk skills and knowledge at different levels. A total of 59,062 vulnerable people residing in the project's working areas in eight VDCs of four Terai districts, are expected to directly benefit from these initiatives.

Objectives:

The main objective of the assignment is to install solar power, refurbish buildings/internal walls and floor and clearance of unnecessary structure. The reason behind this is to upgrade and hand over the structures that have been built during the project implementation phase of CFGORRP/DHM to Sagarmatha National Park so that it could be used in long-run for the official purposes.

Scope of the Tasks

- Installation of Solar Power in Imja, Solukhumbu – 2
 - 5 LED Bulbs @10-12 Watt- two buildings
 - Mobile/ Camera/Laptop/Printer/Scanner/ battery charging capacity
- Refurbishment of the buildings/ Internal walls and flooring- 2
- Roof painting - 2
- Clearance of unnecessary structures a) Structure that houses the Generator b) Structure that houses the bulldozer c) Store room

Note: The detail map/ design of the buildings are available for reference and attached in the annex.

Two handwritten signatures in black ink are located at the bottom of the page. The signature on the left is a stylized 'J' with a long diagonal stroke extending upwards and to the right. The signature on the right is a more complex, cursive scribble.

S.N.	Deliverables	Timeline	Remarks
1.	Inception report with detailed timelines	Within three week of signing of the LoA	Close coordination with Renewable Energy for Rural Livelihood (RERL) programme is required for all deliverables
2.	Installation of solar power – 2	End of December 2018	
3.	Refurbishment of the buildings/ Internal walls and floor- 2		
4.	Roof painting- 2		
5.	Clearance of un necessary structures – 3		
6.	Project completion report	End of December 2018	

For timely submission of the above deliverables with the highest quality, AEPC/CREF is expected to liaise with the relevant experts of to obtain their expected inputs.

Schedule of the Payments

As per Letter of Agreement

Time Frame

Within 31 December 2018 for all the deliverables as mentioned above.

- Inception Report - by 3 weeks after the signing of the agreement, whichever comes later
- Project Completion Report (Incorporating deliverables) - by 31 December 2018, or

The detailed timeframe will be further defined during the presentation of the inception report.

Reporting and Coordination Line:

- AEPC/CREF will report directly to to the National Project Director/Director General of CFGORRP/Department of Hydrology and Meteorology (DHM), in close consultation with CCPA UNDP Nepal and AFO- CFGORRP/DHM.
- RERL will provide technical assistance to AEPC/CREF to deliver the services.

Budget:

Item	Quantity, months	Rate, USD	Amount, USD
Solar PV systems	1	17,000	17,000
Refurbishment and painting	1	7,000	7,000
Dismantling and transportation	1	6,000	6,000
Total			30,000

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