

SECTION A:

MEMORANDUM OF AGREEMENT (MOA)

Memorandum of Agreement (hereinafter referred to as the "Agreement") made between **THE UNITED NATIONS DEVELOPMENT PROGRAMME – THAILAND** (hereinafter referred to as "UNDP-Thailand") and the Recipient Institution **ASIAN DISASTER PREPAREDNESS CENTER** (hereinafter referred to as "ADPC").

WHEREAS **UNDP-Thailand** manages the project defined in project document [**Output ID 00090996: Mainstreaming Climate Change Adaptation and Disaster Risk Reduction in Development Planning in Thailand**] (hereinafter referred to as "the Project"), implemented at the request of the Government of Thailand.

WHEREAS **UNDP-Thailand** desires to provide funding to **ADPC** in the context of a Project, as approved by the Project Executive Group (hereinafter referred to as the "PEG") at a meeting held on 18 May 2015 and on the terms and conditions hereinafter set forth, and

WHEREAS **ADPC** is ready and willing to accept such funds from **UNDP-Thailand** through the administration of **UNDP-Thailand** for the above mentioned activities on the said terms and conditions.

NOW, therefore, the parties hereto agree as follows:

I. Responsibilities of THE ASIAN DISASTER PREPAREDNESS CENTER

1.1 ADPC agrees to: 1) Undertake the activities described in the Terms of References and Project Proposal approved by the PEG on the Development of Climate/Disaster Risk Assessment and Application of Risk Information in Development Planning in Thailand [Annex A]; 2) Provide progress reports; and 3) Provide Annual Audited Statements [Income Statement and Balance Sheets]. In projects where a technical contractor is providing assistance to ADPC, the contractor shall be responsible for verifying the accuracy of these reports/statements. Funds provided pursuant to this Agreement shall be used for purposes related to producing results specified in its performance targets [Section C].

1.2 ADPC agrees to reach the performance targets contained in Section C. If ADPC fails to meet its responsibilities outlined in article 1.1, then this will be considered grounds for the PEG to suspend any further micro-capital grant support. The suspension shall remain in effect until ADPC has achieved the target. In projects with a technical assistance contractor, the contractor may, at its discretion, continue to provide technical assistance to ADPC during this suspension period.

1.3 ADPC agrees to inform the PEG about any problems it may face in attaining the objectives agreed upon.

II. Duration

2.1 This Agreement will come into effect on **signature by both parties** and shall expire on **15 February 2016**, covering the anticipated term of the project. It can be extended, if necessary by exchange of letters, noting the new expiration date.

III. Payments

3.1 UNDP-Thailand shall provide funds to ADPC in an amount up to **THB 4,272,180 (Four Million Two-Hundred Seventy-Two Thousand One Hundred and Eighty Thai Baht Only)** according to the schedule of the project budget set out below. Payments are subject to ADPC's meeting the outputs as specified in the Term of References [Annex A] and Performance Targets [Section C] and to ADPC's submission of timely and accurate expense reports:

Tranche 1: THB 1,068,045 (One Million Sixty-Eight Thousand and Forty Five Thai Baht Only), upon submission of Inception Report.

Tranche 2: THB 1,922,481 (One Million Nine Hundred Twenty-Two Thousand Four Hundred and Eighty-One Thai Baht Only), upon submission of Interim Report

Tranche 3: Amount up to THB 1,281,654 (One Million Two Hundred Eighty-One Thousand Six Hundred and Fifty Four Thai Baht Only), upon submission of Final Report with complete risk profile, atlases and methodological guideline

3.2 All payments shall be deposited into ADPC's bank account of which the details are as follows:

Name of the Bank:	Kasikorn Bank,
Swift code:	KASITHBK
Beneficiary Account Name:	Asian Disaster Preparedness Center (ADPC)
Beneficiary Account Number:	029-1-11600-0
Address of the Bank:	Kasikorn Bank, Sanampao Branch 1019/18 Phaholyotin road, Samsen Nai Phayathai, Bangkok, Thailand

3.3 The amount of payment of such funds is not subject to any adjustment or revision because of price or currency fluctuations or the actual costs incurred by ADPC in the performance of the activities under this Agreement.

IV. Records, Information and Reports

4.1 ADPC shall maintain clear, accurate and complete records in respect of the funds received under this Agreement.

4.2 ADPC shall furnish, compile and make available at all times to UNDP-Thailand any records or information, oral or written, which UNDP-Thailand may reasonably request in respect of the funds received by ADPC.

4.3 Within sixty days after completion of project activities, ADPC shall provide UNDP-Thailand with a final report with respect to all expenditures made from such funds (including salaries, travel and supplies) and indicating the progress made toward the goals of the activities undertaken, utilizing the reporting format contained in Annex B.

4.4 All funds which remain unutilized after completion of grant activities shall be promptly returned by ADPC to UNDP-Thailand.

4.5 Subjected to paragraph 4.6 below, all further correspondence regarding the implementation of this Agreement should be addressed to:

For UNDP-Thailand:

Mr. Kwanpadh Suddhi-Dhamakit,
Programme Analyst,
UNDP Thailand, 12th Floor, United Nations Building,
Rajdamnern Nok Avenue, Bangkok 10200

For ADPC:

Mr. Peeranan Towashiraporn, Ph.D.
Director
Asian Disaster Preparedness Center
979/69, 24th Floor, SM Tower, Paholyothin Road,
Samsen Nai, Phayathai, Bangkok 10400, Thailand

4.6 All correspondence regarding disputes or termination of this Agreement, or changes in the implementation schedule should be addressed to:

For UNDP-Thailand:

Mr. Luc Stevens,
UN Resident Coordinator and UNDP Resident Representative,
UNDP Thailand, 12th Floor, United Nations Building,
Rajdamnern Nok Avenue, Bangkok 10200

With a copy to:

Mr. Kwanpadh Suddhi-Dhamakit
Programme Analyst
UNDP Thailand, 12th Floor, United Nations Building,
Rajdamnern Nok Avenue, Bangkok 10200

For ADPC:

Mr. Peeranan Towashiraporn, Ph.D.
Director
Asian Disaster Preparedness Center
979/69, 24th Floor, SM Tower, Paholyothin Road,
Samsen Nai, Phayathai, Bangkok 10400, Thailand

V. General Provisions

5.1 This Agreement and the Annexes attached hereto shall form the entire Agreement between ADPC and UNDP-Thailand, superseding the contents of any other negotiations and/or agreements, whether oral or in writing, pertaining to the subject of this Agreement.

5.2 ADPC shall carry out all activities described in its Workplan with due diligence and efficiency. Subject to the express terms of this Agreement, it is understood that ADPC shall have exclusive control over the administration and implementation of the activities referred to above in paragraph 1.1 and that UNDP-Thailand shall not interfere in the exercise of such control. However, both the qualities of work and the progress being made toward successfully achieving the goals of such activities shall be subject to review by UNDP-Thailand in consultation with the PEG. If at any time the UNDP-Thailand is not satisfied with the quality of work or the progress being made toward achieving such goals, UNDP-Thailand may in its discretion: (i) withhold payment of funds until in its opinion the situation has been corrected; or (ii) declare this Agreement terminated by written notice to ADPC as described in paragraph 5.7 below; and/or seek any other remedy as may be necessary. UNDP-Thailand's determination as to the quality of work being performed and the progress being made toward such goals shall be final and shall be binding and conclusive upon ADPC insofar as further payments are concerned.

5.3 UNDP-Thailand undertakes no responsibilities in respect of life, health, accident, travel or any other insurance coverage for any person which may be necessary or desirable for the purpose of this Agreement or for any personnel undertaking activities under this Agreement. Such responsibilities shall be borne by ADPC.

5.4 The rights and obligations of ADPC are limited to the terms and conditions of this Agreement. Accordingly, ADPC and personnel performing services on its behalf shall not be entitled to any benefit, payment, compensation or entitlement except as expressly provided in this Agreement.

5.5 ADPC shall be solely liable for claims by third parties arising from ADPC's acts or omissions in the course of performing this Agreement and under no circumstances shall UNDP-Thailand be held liable for such claims by third parties.

5.6 Assets (Equipment) supplied by UNDP funds to ADPC shall be the property of UNDP-Thailand until the end of the project, at which time UNDP-Thailand shall determine the best use of these assets. In cases where ADPC has met its responsibilities under this Agreement, and handover of the asset would contribute to the sustainability of activities, UNDP would normally handover these assets to ADPC. The assets shall be used for the purpose indicated in the Proposal [Annex A] throughout the period of this Agreement.

5.7 This Agreement may be terminated by either party before completion of the Agreement by giving thirty (30) days written notice to the other party, and ADPC shall promptly return any unutilized funds to UNDP-Thailand as per paragraph 4.4 above.

5.8 ADPC acknowledges that UNDP-Thailand and its representatives have made no actual or implied promise of funding except for the amounts specified by this particular Agreement. Although project related documents may indicate a total amount of funds that could be available for ADPC, actual disbursements will be based upon ADPC meeting performance targets. If any of the funds are returned to UNDP-Thailand or if this Agreement is rescinded, ADPC acknowledges that UNDP-Thailand will have no further obligation to ADPC as a result of such return or rescission.

5.9 No modification of or change to this Agreement, waiver of any of its provisions or additional contractual provisions shall be valid or enforceable unless previously approved in writing by the parties to this Agreement or their duly authorized representatives in the form of an amendment to this Agreement duly signed by the parties hereto.

5.10 Any controversy or claim arising out of, or in accordance with this Agreement 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. Where, in the course of such direct negotiation referred to above, the parties wish to seek an amicable settlement of such dispute, controversy or claim by conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation 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.

5.11 Nothing in or relating to this Agreement shall be deemed a waiver of any privileges and immunities of the United Nations, or UNDP.

IN WITNESS WHEREOF, the undersigned, duly appointed representatives of UNDP-Thailand, and ADPC, respectively, have on behalf of UNDP-Thailand and ADPC signed the present Memorandum of Agreement on the dates indicated below their respective signatures.

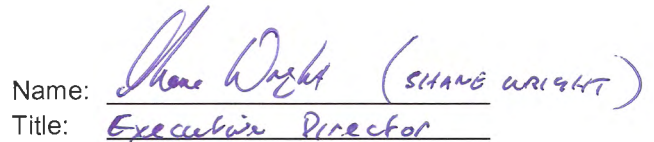
On behalf of UNDP-Thailand:



Name: Mr. Luc Stevens
Title: UN Resident Coordinator and
UNDP Resident Representative

Date: 03/06/2015

On behalf of ADPC:



Title: Executive Director

Date: 5/6/2015

SECTION B:

PROJECT BUDGET OF RECIPIENT INSTITUTION
(in Local Currency)

Output ID: 00090996

Project Title: Mainstreaming Climate Change Adaptation and Disaster Risk Reduction in Development Planning in Thailand (MADRiD)

Area of Responsibility: Development of Climate/Disaster Risk Assessment and Application of Risk Information in Development Planning in Thailand (Output 1)

Recipient Institution: Asian Disaster Preparedness Center (ADPC)

Total Amount of Funds under the Agreement: THB 4,272,180.00

Period Covering From: Date of Signature of Agreement to 15 February 2016

Broad Category of Expenditure	Type of Expenditure	Unit rate	No. of units	Amount	Amount
				USD	Baht
Activity 1. Organize 2 inception workshops at pilot province					
	Remuneration				
	<i>Team leader</i>	700	5	3,500	115,500
	<i>Project Manager /RA Specialist</i>	260	12	3,120	102,960
	<i>GIS/Mapping Specialist</i>	260	8	2,080	68,640
	Meeting cost	2,000	2	4,000	132,000
	Travel	300	6	1,800	59,400
	DSA	100	18	1,800	59,400
Total Activity 1				16,300	537,900
Activity 2. Data collection					
	Remuneration				
	<i>Project Manager /RA Specialist</i>	260	8	2,080	68,640
	<i>GIS/Mapping Specialist</i>	260	8	2,080	68,640
	Travel	300	4	1,200	39,600
	DSA	100	12	1,200	39,600
Total Activity 2				6,560	216,480
Activity 3. Data analysis and carryout hazard and risk assessment for 2 provinces (at provincial level)					
	Remuneration				
	<i>Team leader</i>	700	6	4,200	138,600
	<i>Project Manager /RA Specialist</i>	260	40	10,400	343,200
	<i>GIS/Mapping Specialists</i>	260	40	10,400	343,200
	<i>Hazard and risk assessment specialists</i>	260	80	20,800	686,400
Total Activity 3				45,800	1,511,400
Activity 4. Organize 2 interim (consultative) workshops at pilot provinces					
	Remuneration				
	<i>Project Manager /RA Specialist</i>	260	10	2,600	85,800
	<i>GIS/Mapping Specialist</i>	260	8	2,080	68,640
	<i>Hazard and risk assessment specialists</i>	260	8	2,080	68,640
	Meeting cost	2,000	2	4,000	132,000
	Travel	300	6	1,800	59,400
	DSA	100	18	1,800	59,400
Total Activity 4				14,360	473,880

Broad Category of Expenditure	Type of Expenditure	Unit rate	No. of units	Amount	Amount
				USD	Baht
Activity 5. Organize 2 final workshops at pilot provinces					
	Remuneration				
	<i>Team leader</i>	700	6	4,200	138,600
	<i>Project Manager /RA Specialist</i>	260	15	3,900	128,700
	<i>Hazard and risk assessment specialists</i>	260	8	2,080	68,640
	Meeting cost	2,000	2	4,000	132,000
	Travel	300	6	1,800	59,400
	DSA	100	18	1,800	59,400
Total Activity 5				17,780	586,740
Activity 6. Organize a final workshop in Bangkok					
	Remuneration				
	<i>Team leader</i>	700	1	700	23,100
	<i>Project Manager /RA Specialist</i>	260	4	1,040	34,320
	<i>Hazard and risk assessment specialists</i>	260	6	1,560	51,480
	Meeting cost	2,000	1	2,000	66,000
Total Activity 6				5,300	174,900
Activity 7. Report preparation, Printing and dissemination					
	Remuneration				
	<i>Project Manager /RA Specialist</i>	260	8	2,080	68,640
	<i>GIS/Mapping Specialist</i>	260	15	3,900	128,700
	<i>Hazard and risk assessment specialists</i>	260	8	2,080	68,640
	Printing cost			10,000	330,000
Total Activity 7				18,060	595,980
Administration cost					
	Remuneration - Support staff	160	30	4,800	158,400
	Communication and stationary			500	16,500
Total Administration Cost				5,300	174,900
Grand Total				129,460	4,272,180

SECTION C: RECIPIENT INSTITUTION Performance Targets

NAME OF RECIPIENT INSTITUTION: Asian Disaster Preparedness Center (ADPC)

Main Activities	Period of Time	Expected Achievement
Inception workshops at pilot provinces	June 2015	Introduced project and get buy-in from the relevant stakeholders, and get their feedbacks especially for required data.
Data collection	June to September 2015	Required data necessary for conducting the hazard and risk assessment have been collected from several relevant stakeholders at provincial level.
Data analysis and carryout hazard and risk assessment	July – October 2015	Draft results of hazards and risk assessment / mapping
Interim (consultative) workshops at pilot provinces	November 2015	Presented the draft results from the data analysis, hazard and risk assessment activities, and collected feedbacks from the relevant stakeholders for final outputs development.
Final workshops at pilot provinces	January 2016	Presented the final results incorporating feedbacks collected from consultative meetings and gather additional feedbacks from stakeholders including UNDP
Final workshops at national level	February 2016	Presented the final results incorporating feedbacks collected from consultative meetings and gather additional feedbacks
Report preparation, printing and dissemination	February 2016	Submitted and disseminated the final results (ATLAS and Technical Report)



TERMS OF REFERENCE

Development of Climate/Disaster Risk Assessment and Application of Risk Information in Development Planning in Thailand

Project on Mainstreaming Climate Change Adaptation and Disaster Risk Reduction in Development Planning in Thailand (MADRiD Project)

Project ID: 00081867 Output ID: 00090996

1) GENERAL BACKGROUND

Mainstreaming Climate Change Adaptation and Disaster Risk Reduction in Development Planning in Thailand (MADRiD) is an integrated multi-sectoral and multi-donor initiative that aims to integrate both disaster risk reduction (DRR) and climate change adaptation (CCA) in national and sub-national development policies, plans and budget. The project is built on two recent UNDP projects implemented with the Royal Thai Government, “Strengthening the Capacity of Vulnerable Coastal Communities to Address the Risk of Climate Change and Extreme Events” and “Strengthening Disaster Management Capacities in Thailand” and extends the already existing UNDP’s support, taking into account both CCA and DRR using an area-based approach and a single project implementation structure to ensure greater coherence, synergy and cost-effectiveness. Ultimately the Project’s impact will be to enhance National development processes towards climate and disaster resilience and environmental sustainability.

With the goal of contributing to overall CP/UNDAF outcome “Climate change adaptation and disaster risk reduction mainstreamed by key line ministries into their sectorial and provincial plans, policies and budget”, the project is focused on achievement of four key outputs:

- (i) To ensure that Disaster and climate risk information is made available and accessible for effective decision-making;
- (ii) To equip national and provincial governments with skills, tools and methodologies for mainstreaming DRR/CCA into development policies, plans and budgets;
- (iii) To develop and implement social innovations for disaster resilience by promoting active participation of the at-risk communities as well as public private partnership for disaster risk reduction;
- (iv) To design and implement pilot projects to increase resilience to disasters and climate change in two selected cities.

Thailand is vulnerable to many natural and human-induced hazards especially the hydrological events such as floods, storms, and droughts that cause severe impact on Thailand on a re-current basis. When disasters occur, the impact usually spreads across many different sectors and sub-sectors of the economy. For the case of the 2011 floods, a total damage and losses amounted to 1.43 Trillion Baht or 46.5 billion US dollars with 90 per cent of the total damage and losses owned by the private sector. Despite the evidence, the awareness to risks and hazards remain low among government agencies and the Thai people. This is reflected in development policies such as natural resource management, land use planning and urbanization that are not sensitive enough to recognize potential risks, which in turn cause more vulnerability and increase the chances for human to be exposed to disasters.

Following the floods of 2011, the Government has reinforced its commitments to the disaster risk reduction (DRR) agenda by integrating DRR into the 11th National Economic and Social Development Plan 2012-2016 under the strategy of managing natural resources and environment towards sustainability and leveraging the ongoing process of redrafting the National Disaster Prevention and Mitigation Plan to make DRR a priority. However, mainstreaming CCA/DRR at the national and sub-national levels remains a challenge due to many factors. For instance, the knowledge of the hazards and the national physical, social, economic and environmental vulnerabilities for managing risks is based on the last National Risk Profile conducted in 1994 which was a mere survey of experts’

perceptions. The risk information is outdated and cannot be used as base information for public and private investment projects, disaster preparedness and prevention, and/or raising public awareness. Additionally, the coordination and integration of CCA/DRR in development is limited due to the lack of understanding on the use of climate/disaster risk information and unfamiliarity to disaster risk-sensitive development planning. The process is made further complicated by the lack of clarity in defining what DRR is and what elements may constitute DRR, leaving roles and responsibilities of sectorial departments involved in DRR unclear; and their abilities to utilize risk information for risk reduction planning and translating the DRR policy into implementable projects or activities compromised.

In response to this, the MADRID Project by UNDP in cooperation with the National Economic and Social Development Board (NESDB) and the Department of Disaster Prevention and Mitigation (DDPM), plans to conduct climate/disaster risk assessment and making disaster risk information available for development decision making. The project is designed to encourage the use risk information/assessment and as a basis to integrate DRR into the development planning process. The project will be conducted in two pilot provinces in Thailand, in which Chiang Rai, Song Khla and Samut Sakhon are currently being under consideration. The finalization of the two pilot provinces will take place in May 2015 by the Project Executive Group and key stakeholders.

2) OBJECTIVES OF THE ASSIGNMENT

The overall objective of the assignment is to support the two selected provinces in conducting climate/disaster risk assessment and utilizing the results in effective development planning. Specifically, the key objectives of the assignment include:

- a) To conduct multi-hazard risk assessment including climate-induced hazards such as floods, storms, drought while taking into consideration the socio-economic data of disaster vulnerability and exposure which are sex and gender disaggregated; and
- b) To apply risk assessment results in provincial/sectoral development planning and making development more risk-sensitive.

3) SCOPE OF WORK

The scope of work includes:

1. Conduct two inception meetings for two targeted provinces to introduce climate/disaster risk assessment methodology and implementation plan with national and provincial stakeholders
2. Identify and confirm of the types of hazards particularly climate-related which impact the selected provinces
3. Identify data sources and engage government/non-governmental counterparts in collecting and analyzing data for hazard, exposure, vulnerability, and capacity assessments, taking account of socio-economic aspects which are sex and gender disaggregated and incorporate data from various key sectors such as health, education, agriculture, commerce, transport, as well as critical infrastructures
4. Conduct climate/disaster risk assessment and mapping at the provincial level for two selected provinces based on primary data of surveyor and secondary data from government/non-government agencies
5. Develop a user-friendly guideline for conducting climate/disaster risk assessment, including details on the methodology, steps for identification of data needs/gaps, data collection, hazard assessment, exposure assessment, vulnerability analysis, loss/impact analysis, risk profiling and evaluation in Thai with executive summaries in both Thai and English
6. Conduct two dissemination seminars on climate/disaster risk assessment methodologies and findings to decision-makers and other relevant stakeholders including communities that participated in climate/disaster risk assessment
7. Provide policy recommendations with respect to climate/disaster risk assessment and mapping and for utilizing risk information for effective development planning
8. In undertaking this assignment, coordinate with NESDB, DDPM and also provincial/local government agencies and engage appointed officials from relevant Bureaus/Departments to co-conduct climate/disaster risk assessment as the Project Task Forces (TFs)
9. Periodic consultative meetings with stakeholders

4) TARGET BENEFICIARIES

Direct beneficiaries are the officials from government offices of the two selected provinces as well as NESDB and DDPM. The provision of risk atlases and risk information of the selected provinces will provide the basis for reviewing/revising DRM/DRR strategies and action plans including setting priorities, allocating resources (financial and human), and initiating DRR/CCA programmes.

5) ROLES AND RESPONSIBILITIES

A team of experts is required to deliver the work identified above. Roles and responsibilities to be performed by each individual should include, but not limited to the following outlines provided below:

- **Team Leader** is to lead, coordinate and manage work plan within the specified time frame, as well as report back to UNDP and Project Task Forces. S/he will be the contact point with UNDP. The person must have at least 10 years of professional experience in climate/disaster risk assessment with proven track records on advisory service with the Royal Thai Government. Thai person is preferred.
- **Climate/Disaster Risk Assessment Specialists** are to provide comprehensive input and responsible for the conduct of climate/disaster risk assessment. The position requires at least 2-3 years of experiences in conducting climate/disaster risk assessment at the provincial and district levels.

6) DURATION OF ASSIGNMENT, DUTY STATION AND EXPECTED PLACES OF TRAVEL

The duration of the contract is from 15 May 2015 – 15 February 2016. Proposed activities must be completed with final report and all deliverables submitted by 15 February 2016. The location of the assignment is in Bangkok with travels to pilot provinces.

7) FINAL DELIVERABLES

Specific deliverables to be developed during the assignment are as follows:

- a) Inception report with implementation work-plan including specific approach, critical dates and delivery schedule within 14 days of signing of the contract
- b) Workshop and activity reports upon completion of each activity as attachment to the regular reports
- c) Interim report with contents including the results from inception meetings, data identification and collection, preliminary analysis of hazard/vulnerability/exposure assessment, engagement of stakeholders and partnership, within 5 months of signing of the contract
- d) Final report in the form of Climate/Disaster risk assessment atlases/profiles and guideline in Thai with executive summaries in Thai and English

8) PROVISION OF MONITORING AND PROGRESS CONTROLS

The consultant team will work under the guidance and supervision of the Programme Specialist, Democratic Governance and Social Advocacy Unit, UNDP CO, in consultation with the Programme Analyst, Democratic Governance and Social Advocacy Unit, UNDP CO; the Project Manager; the Project Working Group; the Senior Beneficiaries (DDPM & NESDB); Programme Advisors of UNDP BRH and other relevant counterparts.

9) REVIEW TIME REQUIRED AND PAYMENT

The required review time is between two to four weeks after submission of the final products. The payment will be made in three milestones upon the completion of the following:

- Submission of inception report (25%)
- Submission of interim report (45%)
- Submission of final report with complete risk profile, atlases and methodological guideline (30%)