



MEMORANDUM OF UNDERSTANDING

BETWEEN

MAHOTTARI RURAL MUNICIPLAITY

AND

THE GLOBAL GREEN GROWTH INSTITUTE

ON

MUTUAL COOPERATION FOR

**“BUILDING CLIMATE RESILIENCE AND REINTERGRATING
ECONOMICALLY DISPLACED WORKERS THROUGH CLIMATE
SMART AGRICULTURE IN THE TERA FLOOD PLAIN, NEPAL”
PROJECT**

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This Memorandum of Understanding (this “**MOU**”) is entered into between the Global Green Growth Institute, an international inter-governmental organization established by the Agreement on the Establishment of the Global Green Growth Institute among its members, with its headquarters at 19Fl. Jeongdong Bldg., 21-15 Jeongdong-gil, Jung-gu, Seoul 04518, Republic of Korea (**GGGI**) and Mahottari Rural Municipality, Mahottari, Madesh Province. GGGI and Mahottari Rural Municipality are hereinafter referred to individually as a “**Party**” and jointly as the “**Parties**.”

CONSIDERING that GGGI plans to support the implementation of the Project " Building Climate Resilience and Reintegrating Economically Displaced Workers through Climate Smart Agriculture in the Terai Flood Plain, Nepal "(the “**Project**”);

CONSIDERING FURTHER that:

- Mahottari Rural Municipality is a municipality with agriculture dominating the economic activities, with pressing needs of improving emergency management in agriculture, strengthening resilient agriculture planning and implementation and financing climate smart agriculture businesses for job creation and long-term resilient green growth;
- Mahottari Rural Municipality is empowered under the federal Constitution of Nepal and other legislation to plan, manage, and regulate its jurisdiction, as well as design and implement projects in its jurisdiction;
- Mahottari Rural Municipality has expressed its interest to actively participate in the Project, implemented by GGGI.

NOTING that each Party’s participation is crucial to the successful implementation of the Project; and

CONVINCED that the continued cooperation and collaboration between the Parties in accordance with this Agreement will ensure that the purpose of the Project is achieved;

THE PARTIES HAVE REACHED THE FOLLOWING UNDERSTANDING:

ARTICLE 1: OBJECTIVE

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The purpose of this MOU is to formalize a framework of cooperation and facilitate collaboration between the Parties to implement mutually agreed technical activities for the project.

ARTICLE 2: AREAS OF COLLABORATION

1. To achieve the objective stated in Article 1, the Parties will, in particular, cooperate by undertaking data and information management in disaster risk management in agriculture sector; planning, adopting and implementing a climate smart agriculture plan; and to build capacity of local farmers and Micro agribusinesses as needed.
2. The Parties cooperation and collaboration in the above area and on activities agreed to between the Parties shall be subject to the respective internal objectives, functions, policies and procedures of the Parties. Each Party shall carry out its responsibilities and obligations under this MOU in accordance with its regulations and rules applicable to it.

ARTICLE 3: ROLES AND RESPONSIBILITIES

1. Subject to availability of funds, **GGGI** will:
 - a. Through inclusive consultations with Mahottari Rural Municipality, deliver technical advisory services and assistance to Mahottari Rural Municipality for climate smart agriculture planning and implementation along with disaster risk management in agriculture sector;
 - b. In accordance with the priorities of Mahottari Rural Municipality and local stakeholders, design and implement a tailored package of climate smart agriculture interventions;
 - c. Coordinate closely with Mahottari Rural Municipality and other actors in the agriculture sector for optimized service delivery and project implementation;
 - d. Engage, consult and collaborate with Mahottari Rural Municipality on any other mutually agreed and mutually beneficial technical advisory initiatives in support of climate smart agriculture in Mahottari Rural Municipality.
2. Consistent with the objective set forth above and in view of ensuring efficient implementation of activities and projects by GGGI in Nepal, Mahottari Rural Municipality will:
 - a. Provide localized data and information required for GGGI to deliver technical advisory services, and/or coordinate access to required information;
 - b. Provide access to human resources, such as within Mahottari Rural Municipality, to support the implementation of the project with technical support from GGGI;



- c. Co-organize consultative workshops and meetings, discussions and other engagements with key government and non-government stakeholders of Mahottari Rural Municipality;
- d. In a prompt and timely manner, review draft documentation submitted to Mahottari Rural Municipality and facilitate approval and finalization;
- e. Liaise and cooperate with GGGI on any other activity within the agriculture and disaster management as mutually decided and agreed by both Parties, and in support of Mahottari Rural Municipality's official vision for municipality;
- f. Provide assistance in obtaining necessary licenses, permits and authorizations for implementation of activities under this MOU;
- g. Provide any information and other reasonable support to ensure GGGI can comply with reporting requirements and other obligations towards its donor(s) and partner(s) in connection with the activities under this MOU;
- h. Provide any other facilities and support as necessary for implementation of activities under this MOU.

ARTICLE 4: CONSULTATIONS AND EXCHANGE OF INFORMATION

1. The Parties will hold periodic consultations between themselves and with relevant stakeholders to review the planning, implementation, and outcomes of their cooperation activities as well as identify opportunities and follow-up activities for enhancing their collaboration.
2. The Parties recognize that effective collaboration depends upon open, comprehensive and regular communication and sharing of information at the institutional level subject to disclosure policies of each Party.

ARTICLE 5: ACKNOWLEDGEMENT AND USE OF INSTITUTIONAL EMBLEMS

The Parties recognize that the involvement of the Parties in joint cooperation activities needs to be publicized and agree that:

- a. There will be public acknowledgement of the role and contribution of each Party to cooperation projects in all public information documentation related to such cooperation; and
- b. The use of emblems of each Party in documentation related to cooperation will be in accord with the current policies of each Party concerning such usages.

Signature



ARTICLE 6: CONFIDENTIALITY AND INTELLECTUAL PROPERTY

1. Each Party shall keep in strict confidence all Confidential Information (defined below) obtained from or disclosed by the disclosing Party pursuant to or in connection with this MOU and shall not disclose or permit its representatives to disclose such information to any third party, unless such disclosure is mutually agreed by the Parties or is otherwise required in accordance with GGGI's Disclosure Policy as then in effect. For purposes of this MOU, "Confidential Information" means all information identified as confidential or proprietary by the disclosing Party or that ought reasonably under the circumstances to be treated as confidential or proprietary.
2. Patent rights, copyright rights, trademark rights and other intellectual property rights to any discoveries, reports or other work products resulting from implementation of activities under this MOU shall belong to GGGI. However, unless otherwise agreed in writing by the Parties, GGGI hereby grants to Mahottari Rural Municipality a perpetual, royalty-free, non-exclusive, non-transferable license to use any such discoveries, reports and other work products for non-commercial purposes within Nepal.

ARTICLE 7: FRAUD AND CORRUPTION AND ENVIRONMENTALLY SAFE PRACTICE

1. The Parties recognize their mutual commitments to ensure integrity and ethics in all its operations and expect all staff, consultants, contractors or other partners or representatives working with either Party or in any of the activities under or connected to the MOU to promote and adhere to the highest ethical standards. No offer, gift, payment or consideration of benefit of any kind shall be, either directly or indirectly, accepted by the Parties or by their representative(s) as an inducement or reward for the award or execution of contracts financed through or under this MOU.
2. Each Party undertake to comply with and ensure that all aspects of the activities under this MOU are carried out in accordance with GGGI's Anticorruption Policy (the "Policy"), available on www.gggi.org. The Parties undertake to take all necessary action to prevent and detect such activities prohibited under the Policy within its organization and its activities and operations, and to pursue, by all appropriate means, any such practices whenever identified. Each Party undertakes to promptly inform the other Party of any allegation or finding of practices prohibited under the Policy in connection with the activities under or related to this MOU.
3. The Parties shall, in the course of or in relation to this MOU, make their best efforts in good faith to refrain from any act or omission that would be environmentally and socially



Global
Green Growth
Institute



**FOR
THE GLOBAL GREEN GROWTH
INSTITUTE**

**FOR
MAHOTTARI RURAL MUNICIPALITY
REPRESENTED BY:**

**Lasse Ringius
Country Representative**

Dilip kumar panday
President

Date: 2079-05-15.

Date: August 31, 2022

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harmful, and at all times be in compliance with all environmental, health and safety laws of relevant jurisdictions and observe any applicable international environmental, health and safety conventions and agreements. For this purpose, each Party shall endeavor to ensure that all aspects of the activities under this MOU are carried out in accordance with GGGI's Sustainability and Safeguards Rules (available on gghi.org/policy-documents/).

4. The Parties undertake to commit to the principles of the UN Global Compact. (www.unglobalcompact.org/AboutTheGC/TheTenPrinciples/index.html).

ARTICLE 8: STATUS OF THE PARTIES

1. Neither Party nor its personnel shall be considered as an official, agent, employee, representative or joint partner of the other Party. Neither Party shall enter into any contract or commitment on behalf of the other Party.
2. Unless separately agreed upon in writing, each Party shall bear its own costs with respect to the implementation of this MOU.

ARTICLE 9: NATURE OF THE MOU

1. This MOU serves only as a record of the Parties' intentions and does not constitute or create, and is not intended to create, rights or obligations under domestic or international law and will not give rise to any legal process and will not be deemed to constitute or create any legally binding or enforceable rights or obligations, expressed or implied.

ARTICLE 10: FOCAL POINTS FOR THE MANAGEMENT OF THE MOU

Each Party agrees to designate a focal point for the coordination of activities and tasks under this MOU as follows:

- a. For Mahottari Rural Municipality: Dilip Kumar Pandey
Mayor
Mahottari Rural Municipality
Mahottari
Madhesh Province, Nepal
- b. For GGGI: Lasse Ringius
Country Representative Nepal and GIS Practice Lead
Global Green Growth Institute
Ministry of Forests and Environment
Kathmandu, Nepal



ARTICLE 11: MISCELLANEOUS

1. This MOU will come into effect upon the last date of signature of the Parties and will remain effective for four years from the last date of signature until terminated by one of the Parties hereto in accordance with clause 4 below.
2. The Parties to this MOU may by a simple exchange of letters enter into supplementary arrangements, within the scope of this MOU and extend the term of this MOU.
3. This MOU may be amended by mutual written consent of the Parties. Any amendment shall be without prejudice to any rights or obligations accruing or incurred under this MOU or supplementary agreements thereto reached prior to the effective date of such amendment.
4. This MOU may be terminated by either Party on two (2) months' prior notice in writing.
5. Any matter for which no provision is made in this MOU shall be determined in a manner mutually acceptable to the Parties, and, in this regard, each Party shall give sympathetic consideration to any proposal advanced by the other Party.
6. Any dispute arising from the interpretation or application of this MOU shall be settled amicably through consultation or negotiations between the Parties.
7. Nothing in this MOU shall in any way constitute or imply a waiver, renunciation, termination, or modification by GGGI or Mahottari Rural Municipality of any of its privileges, immunities or exemptions granted by any applicable convention or under international law or any applicable law.
8. This MOU may be executed in any number of counterparts and by the Parties in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the duly authorized representative of each of the Parties affix their signatures below on the respective dates set forth below.