



HOST INSTITUTION AGREEMENT

FOR

REGIONAL WATER PARTNERSHIPS

between

THE GLOBAL WATER PARTNERSHIP ORGANISATION

and

GWP CENTRAL ASIA AND CAUCASUS REGIONAL WATER PARTNERSHIP

and

THE INTERNATIONAL WATER MANAGEMENT INSTITUTE (IWMI),

COLOMBO, SRI LANKA

January 2016

THE PARTIES

Global Water Partnership (GWP) is an international network created in 1996 to foster the implementation of integrated water resources management (IWRM): the coordinated development and management of water, land, and related resources by maximising economic and social welfare without compromising the sustainability of ecosystems and the environment. It is a non-profit multi-donor funded action network focused on facilitating and supporting the sustainable management of water resources at all levels.

The GWP Organisation (GWPO), established as an intergovernmental agency in Sweden, is managed by an Executive Secretary who is answerable to the Steering Committee (SC). The GWPO Secretariat acts as the 'network hub' for GWP. The Secretariat manages GWP's finances and reports on funding received at the global level. It also helps with the exchange of knowledge, resources, and ensures communication and coherence across the Network.

GWP has built up a network of Regional Water Partnerships (RWPs). These bring together various sectors and interest groups to identify and discuss common water problems and to develop action plans based on integrated water resources management. Each RWP, and the Country Water Partnerships, Area Water Partnerships, City Water Partnerships and River Basin Partnerships that may be established in the regions, has its own operational strategy, work programme and administrative structure. The RWPs may be attached to host institutions that administer funds and employ staff on their behalf.

GWP Central Asia and Caucasus Regional Water Partnership (RWP) is a grouping of GWP partners operating in the Central Asia and Caucasus area. The RWP is an independent organisation, but it does not have legal personality. The Regional Council of the RWP is the decision-making body of the regional partnership.

The International Water Management Institute, IWMI (hereinafter referred to as "the Host Institution") is a non-profit scientific research organisation focusing on the sustainable use of water and land resources in agriculture and on the water needs of developing countries. IWMI works with partners in the South to develop tools and methods to help these countries eradicate poverty through more effective management of their water and land resources. IWMI's mission is improving water and land resources management for food, livelihoods and nature.

Contact details

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C. The International Water Management Institute (IWMI)

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ARTICLE 1 ROLES AND FUNCTIONS OF THE PARTIES

This Agreement regulates the financial and administrative management of the elements of the GWP Central Asia and Caucasus programme funded by GWPO (hereinafter called "the Programme"). For the purposes of this Agreement, the Central Asia and Caucasus consists of the countries: Armenia, Azerbaijan, Georgia, Kazakhstan, Kyrgyzstan, Mongolia, Tajikistan, Turkmenistan, and Uzbekistan. The agreement concerns the three-party relationship between GWPO, the RWP and the Host Institution. Other aspects of the relationship between GWPO and the RWP, including programmatic matters, are governed by the Conditions for Accreditation for Regional and Country Water Partnerships.

The Host Institution agreement regulates management and accountability of the Host

Institution to GWPO for the funding provided by GWPO to the Programme. The Host Institution may manage and be accountable to other donors for funds raised by the RWP for the regional programme. GWPO has no formal role in such arrangements, but requires the Host Institution to provide it with summary information on such other funds in order for GWPO to be able to provide financial reports on the RWPs.

The Parties will have the following roles and functions in the co-operation under this Agreement.

GWPO

GWPO is responsible for obtaining funds at the global level for the operations of the GWP activities in the region and for the relations with the international financiers of GWP.

GWPO shall approve the Programme in Work Plans and Budgets in writing. This shall be done on an annual basis.

GWPO shall supervise the activities of the RWP and ensure that the GWPO contribution is used exclusively for the purposes agreed with the financiers and approved by GWPO.

GWPO shall provide the Host Institution and the RWP with instructions and guidance on financial reporting to meet donor and GWPO standards.

GWPO shall support Programme implementation by providing support and guidance on technical matters on a demand basis, when such competence is not available at the RWP.

GWPO shall make regular disbursements to the Host Institution acting on behalf of the RWP.

The RWP

The RWP shall be responsible for the implementation of regional activities in Central Asia and Caucasus in accordance with the approved Work Plans and Budgets. The RWP is responsible for obtaining funds at the local level for GWP activities in the region and for the relations with other financiers of the RWP.

The RWP shall provide support to the implementation of activities at country level as set out in CWP (Country Water Partnership) Work-plans and Budgets. The RWP is responsible on behalf of GWPO for supervising and following up such activities at country level including a quality control function with regard to Programme implementation and funds management. The RWP shall thereby ensure that CWP

strategies, long-term as well as annual work plans, budgets and reporting are in line with the GWPO rules and procedures mentioned in this agreement. The RWP shall thus approve CWP budgets, work-plans and all reports before submitting them to GWPO for endorsement. The RWP may request clarification and amendments on documents from a CWP before approval.

The RWP shall prepare and submit periodic progress reports as set forth in this Agreement.

The RWP Secretariat shall co-operate directly with GWPO on all matters covered by this Agreement, even though it administratively reports to the Regional Council of the RWP.

The Host Institution

The Host Institution shall provide financial management and administer funds for the Programme. The planning and implementation of the Programme is the responsibility of the RWP. The Host Institution shall be accountable for funds management, as more specifically set out in this Agreement.

The Host Institution shall without delay make funds available to the Programme activities as requested by the RWP, provided such funds have been disbursed by GWPO to the Host Institution. The Host Institution shall not be required or requested to provide funds on an advance basis.

The Host Institution shall support GWPO and the RWP with the preparation of the annual budget and jointly with the RWP Secretariat prepare follow up on the annual budget as requested by GWPO. The Host Institution shall prepare quarterly financial reports as set out in this Agreement. The Host Institution shall consult with the RWP Secretariat in the preparation of such reports.

The Host Institution shall adhere to GWPO's Financial Guidelines and the GWP Travel Policy for RWPs and the Host Institution's human resources policy and procurement rules. The Host Institution shall provide advice to the RWP and CWPs to ensure that such policies, guidelines and manuals are duly applied.

The Host Institution shall provide administrative management as requested by the RWP, including making contractual arrangements, recruiting and employing personnel according to the Host Institution's Human Resources policy and as more specifically set out in this Agreement, undertaking procurement and providing the RWP with office space and services as well as administrative support as more specifically set out in this Agreement and the Terms of Reference for the Host Institution (Appendix 1).

Where the Host Institution is requested by the RWP to transfer funds to CWPs, the Host Institution shall ensure that such transfer is done within a proper legal and contractual

framework. The Host Institution remains accountable to GWPO for the financial and administrative management of transferred funds, including application of the GWPO financial guidelines and the Host Institution's rules for procurement set out in this agreement. The Host Institution shall provide guidance and support to the CWPs on financial management and reporting. The Host Institution shall ensure that annual audits of CWPs are procured by the CWPs, monitor and facilitate the audits of the CWPs and ensure proper CWP management response to audit issues.

The Host Institution is not required to provide personnel for implementation of the Programme activities. Where technical expertise is sought from the Host Institution, the Host Institution shall be reimbursed for such professional staff time following standard procedures.

The Host Institution undertakes to perform such other tasks in support of the Programme as are defined in this Agreement and, if available, in the Terms of Reference for the Host Institution (Appendix 1).

ARTICLE 2 THE GWPO CONTRIBUTION TO THE PROGRAMME

The cost of the Programme for the agreement period is expected to be approximately Euro 1 million. The Work Plan and Budget for the year 2016 is attached (Appendices 2 and 3). Work Plans and Budgets for subsequent years will be provided to the Host Institution before the start of each year. Subject to availability of funds, GWPO shall make available the funds and facilitate the funding of the activities which form part of the Programme.

Funds transferred by GWPO to the Host Institution under this Agreement shall be used for the activities of the Programme, as specified in the Work Plan and Budget (Appendices 2 and 3) or as subsequently approved by GWPO in writing. The Programme shall be implemented by the RWP as set out in this Agreement.

ARTICLE 3 HOST INSTITUTION FEE AND RECOVERABLE COSTS

For the purpose of covering its costs for the financial and administrative management according to this agreement, the Host Institution may charge a fee of 7.5% of the amounts actually spent, provided such amounts were transferred by GWPO to the Host Institution for the Programme (the Host Institution Fee).

Furthermore the Host Institution may recover costs as specified in the budget and stipulated in the General Conditions referred to in Article 5 below.

GWPO shall reimburse the Host Institution any additional costs incurred on behalf of the RWP where the cost is unforeseen and not a part of the services to be provided in this Agreement, or any costs incurred by the Host Institution on behalf of the RWP due to compliance with national laws, rules and policies which are attributable to the services provided by the Host Institution under this Agreement and which are not covered by the Budget.

ARTICLE 4 FOLLOW UP

GWPO, the RWP and the Host Institution shall meet during the first year of the Agreement period to follow up on the financial and administrative management provided under this agreement. In addition a continuous dialogue is expected in order to ensure the smooth implementation of this Agreement. If circumstances so require, either Party may request that an additional meeting be held.

ARTICLE 5 GENERAL CONDITIONS

The General Conditions for Agreements with Host Institutions for GWP Regional Water Partnerships (dated 7th December 2015), Appendix 4, shall apply to this Agreement. However the following deviations are agreed:

10.2 Bank account

A settlement account for the RWP in local and foreign currency shall be operated by the Host Institution for all GWPO funds.

Section 6 Procurement

The procurement rules of IWMI shall be applied.

ARTICLE 6 RIGHT TO USE THE NAME AND LOGO

The Host Institution is hereby granted the right to, on behalf of the RWP, use the names "Global Water Partnership" and "Global Water Partnership Network" in connection with the Programme to be undertaken by the RWP and for the period that this Agreement is in force. The names may be used in or without connection with the logo used on the cover of this Agreement. The names and the logo shall be used in the manner prescribed in the Graphical Policy of GWPO.

The Host Institution recognises that the names "Global Water Partnership" and "Global Water Partnership Network" and the GWP logo, and any modifications thereof, belong exclusively to GWP, as represented by GWPO. The legal rights to the names and the logo have been vested in GWPO, which is also granted the full right to take any legal action deemed necessary by GWPO to protect and uphold the respect for and the value of the names and the logo.

Should this Agreement be terminated for any reason the right to use the names and the logo set out in this clause shall cease with immediate effect, and all letterheads and other written documentation, as well as electronic material, shall be altered, with the exception of such material which is already published.

ARTICLE 7 CURRENCY OF THE AGREEMENT

The currency of this Agreement is Euro.

ARTICLE 8 LANGUAGE

All documents prepared under this Agreement shall be prepared in English.

ARTICLE 9 DELEGATION OF POWERS

In matters concerning implementation of this Agreement GWPO shall be represented by the Executive Secretary. The Executive Secretary may be represented by the Network Officer for the Central Asia and Caucasus region in programmatic matters and the Head of Finance in financial and administrative matters.

In matters concerning implementation of this Agreement the Host Institution shall be represented by Mr. Jeremy Bird, Director General. The Director General may be represented by the Head of Finance, in financial and administrative matters.

In matters concerning implementation of this Agreement the RWP shall be represented by the Chair of the Regional Council.

ARTICLE 10 ENTRY INTO FORCE AND TERMINATION

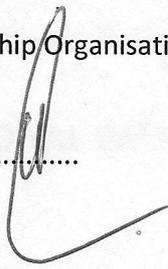
This Agreement shall enter into force on 1 January 2016 and remain valid until 31 December 2018 unless terminated earlier as set forth in the General Conditions referred to in Article 5 above.

Three originals of this Agreement, written in the English language, of which the Parties have taken one each, have been executed.

Stockholm December 2015

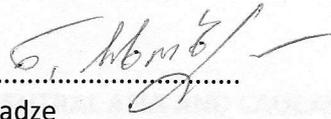
For the Global Water Partnership Organisation

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Rudolph Cleveringa
Acting Executive Secretary



For GWP Central Asia and Caucasus Regional Water Partnership

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Ms. Nino Chkhobadze
GWP Central Asia and Caucasus Chair



For International Water Management Institute

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Jeremy Bird
Director General



- Appendix 1 Terms of Reference for the Central Asia and Caucasus Host Institution
- Appendix 2 Work Plan 2016
- Appendix 3 Budget 2016
- Appendix 4 General Conditions for Agreements with Host Institutions for GWP Regional Water Partnerships, dated 7 December 2015

