



LETTER OF AGREEMENT

between

Asian Development Bank

and

**Gender and Water Alliance
(under the International Water and Sanitation Center)**

for

“Gender in Water Partnership”

Objectives:

1. The Asian Development Bank (ADB) and the Gender and Water Alliance (GWA) intend to co-sponsor a Program of Activities under the Gender in Water Partnership that was launched during the 3rd World Water Forum in Kyoto through a Letter of Intent (LOI) to promote gender mainstreaming in water management. The LOI was signed on 18 March 2003 in Kyoto, Japan between Mr. Jan P. M. van Heeswijk, Director-General for Regional and Sustainable Development Department of ADB and Ms. Jennifer Francis, Executive Secretary of GWA.
2. This Letter of Agreement (LOA) sets out the details of the scope of work to be accomplished and the roles and responsibilities of both parties.

Program of Activities and Terms of Agreement

3. The following activities shall constitute the main areas of collaboration between ADB and GWA, hereinafter together referred to as "the Program":
 - 3.1 Operations Review. This will take the form of a Gender Scan (Genscan) to provide for a third party assessment by GWA of the extent to which ADB water operations have mainstreamed gender into the design of investment projects and into the provision of advisory assistance to DMCs. The Genscan will be guided by an overall framework that links water not only with gender but also with poverty reduction and environmental management. Specific projects may be reviewed in mutual agreement.
 - 3.2 Advisory Service. This will cover specific support, in advisory capacity, that GWA shall provide on a need-basis to ADB staff, i.e. posting of a gender expert to assist in PPTA missions or in-country workshops (e.g. media workshops), providing information/referral on gender experts/consultants that can be tapped for specific projects/activities undertaken by ADB's regional departments.
 - 3.3 Pilots and/or Demonstration Activities. These will include concrete activities that ADB and GWA will jointly undertake to test, document, demonstrate and replicate good gender practice in water projects.
 - 3.4 Training. This will consist of some specific training activities that GWA will develop with ADB staff and facilitate as part of capacity building on water and gender for ADB and DMCs.
 - 3.5 Joint Publication. This will take the form of one or more joint ADB-GWA publications to showcase good ADB gender-mainstreamed water projects. This may include possible case studies of ADB projects being featured in the second series of the Gender and Development Report prepared by GWA.
4. The implementation of the Program shall commence on 15 October 2003 and shall continue to 15 October 2004 unless this Agreement is terminated earlier.

Roles of ADB and GWA

5. GWA shall take the lead role in implementing the activities indicated in Article 3 of this LOA, and shall do so in close consultation and collaboration with relevant ADB staff.
6. ADB shall provide GWA with access to ADB operational staff and relevant documents needed by GWA in order to perform its tasks under each of the Program of Activities listed above. ADB shall notify/advise GWA in advance about missions and activities where GWA gender experts/consultants will be required, to allow GWA sufficient time to screen and make administrative/logistical arrangements.

General Conditions

7. Funds provided under this Agreement by ADB ("ADB funds") shall be used by GWA exclusively for the purposes indicated in paragraph 3 above, and only for goods, services and items of expenditure produced originating in and supplied from ADB Member Countries. ADB funds shall not be used to finance expenditures related to capitalization, budget support, the core program or staffing requirements of GWA. The goods, services and other items of expenditure required for carrying out the Program and to be financed out of ADB funds shall be procured in accordance with arrangements and procedures satisfactory to ADB, including the *Guidelines for Procurement under Asian Development Bank Loans* dated February 1999. Consultants financed by ADB funds shall be recruited in accordance with the *Guidelines on the Use of Consultants by Asian Development Bank and Its Borrowers*, dated April 2002, as may be amended from time to time, or other arrangements satisfactory to ADB on the engagement of domestic consultants.
8. This Agreement shall be governed by general principles of public international law, to the exclusion of any single national system of law.

Financing, Financial Management and Reporting

9. The Program will cost about US\$100,000. Through a cost-sharing arrangement between ADB and GWA, ADB shall provide US\$50,000 and GWA shall provide \$45,000 and an in-kind contribution valued at approximately US\$5,000 for staff time and facilities. The details of the program budget are attached as Annex 1.
10. ADB shall transfer the amount of US\$50,000 to GWA within 30 days from the signing of this Agreement. GWA shall make all suitable arrangements to ensure that it meets on a timely basis its expenditures under the program budget.
11. GWA shall, through the International Water and Sanitation Center (IRC), maintain a financial management system, including records and accounts, in accordance with its established systems and procedures, which shall be adequate to show the use of the ADB funds and the progress of the Program, and shall enable ADB's representatives to be informed of or to inspect all aspects of the Program including related facilities and any relevant records and documents.
12. GWA shall furnish an inception report within six weeks, a mid-term report after six months, and a final report to ADB within one month after the completion of the activities, together with a financial report and list of expenditures certifying that such expenditures were

made for the intended purposes indicated above. ADB staff comments will be sought and incorporated into the reports.

Settlement of Disputes

12. Any dispute between ADB and GWA arising out of the interpretation or execution of this agreement shall be settled by mutual agreement.

Termination

13. This LOA may be modified or terminated at any time by mutual consent of the parties. This LOA may be terminated by either party by thirty (30) days prior notice in writing to the other party. ADB may, at any time, suspend disbursement under this agreement, or after consultation with GWA, terminate this agreement if any circumstances arise which interfere with or threaten to interfere with the successful carrying out of the Program in the manner and upon the terms contemplated in this agreement or with the accomplishment of the purposes thereof. In the event of any such termination or suspension, the parties shall consult with each other concerning the appropriate steps to be taken and any further action which may be necessary or desirable to take with respect to the Program; provided that any agreement entered into by ADB with any third party with respect to this LOA prior to such notice, termination or suspension shall not be affected by the termination or suspension as the case may be and this LOA shall remain in effect with respect to such agreement to the extent necessary to fulfill the parties' obligations thereunder as if this LOA had not been so terminated.

Miscellaneous

14. GWA recognizes ADB's privileges and immunities under its Charter and Headquarters Agreement, including ADB's immunity from every form of legal process and judicial proceedings.

15. GWA shall indemnify ADB against, and hold ADB harmless from all losses, claims, liabilities, damages, demands, actions or proceedings whatsoever arising out of or in connection with the Program.

16. ADB undertakes no responsibility, in respect of life, accident, travel, or any insurance coverage of the personnel of, or consultants or experts engaged by GWA, or for the dependents of any such person as may travel for the purpose of carrying out the Program or for claims by third parties resulting from carrying out the Program.

17. For legal purposes, nothing in this LOA shall be construed as creating a joint venture, an agency relationship, a master and servant relationship or a legal partnership between ADB and GWA, and the position of GWA and its personnel performing services or work in relation to the Program shall be that of an independent contractor.

18. GWA shall make available to ADB the results of its research and other studies conducted by it for or in relation to the Program to ADB. For the purposes of copyright, all reports prepared under or in connection with the Program shall be the joint property of ADB and GWA. ADB and GWA may use any such reports for any purpose, which either may consider

appropriate. Without limiting the generality of the foregoing, GWA shall grant to ADB and its officers, agents and employees, acting within the scope of their official duties, a royalty-free, nonexclusive and irrevocable license throughout the world to publish, translate, reproduce, deliver, perform, use and dispose of, and to authorize others to do so, all data resulting from the Technical Assistance, whether or not now or henceforth covered by copyright. Except as ADB and GWA may otherwise agree and subject to prepublication review by ADB, no permission or authorization from ADB will be required prior to publication, release or reproduction of any data by GWA.

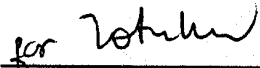
19. This LOA shall come in full force and effect upon signature by both parties on the respective dates set forth below.

20. The focal points for communication for the Gender in Water Partnership under this LOA shall be:

GWA : Maria Arce
Executive Secretary

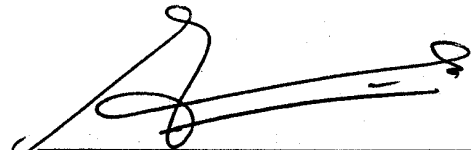
ADB : Bradford R. Philips
Director, RSAN

For the Gender and Water Alliance:



Maliha Hussain
Chairperson

For the Asian Development Bank:



Jan P. M. van Heeswijk
Director-General, RSDD

For the International Water and Sanitation Center:



Beul van Koppen
Director