

LEG G4 – Local Cooperation with PDMA Sindh

Dated: October 05, 2023

IOM office-specific Ref. No.:	CRAN-CA-23-10-2
IOM Project Code:	PE.0005
LEG Approval Code:	PAK/LCOO/PA0105/2023

COOPERATION AGREEMENT

BETWEEN

THE PROVINCIAL DISASTER MANAGEMENT AUTHORITY, SINDH

AND

THE INTERNATIONAL ORGANIZATION FOR MIGRATION (IOM)

October 05, 2023

The **Provincial Disaster Management Authority Sindh (“PDMA”)** and the **International Organization for Migration (“IOM”)**, a related organization of the United Nations, (also hereinafter referred to individually as a **“Party”** and collectively as the **“Parties”**),

TAKING NOTE that the purposes of the PDMA is: The Government of Sindh has established a Provincial Disaster Management Authority (PDMA), to promote and enhance disaster preparedness and management within the province. Both organizations have been mandated to effectively set up a system to look after disasters and calamities whether natural or human-induced.

TAKING NOTE that IOM, committed to the principle that humane and orderly migration benefits migrants and society, acts to: assist in meeting the operational challenges of migration, advance understanding of migration issues, encourage social and economic development through migration, and work towards effective respect of the human rights and well-being of migrants,

CONSCIOUS of the need for closer cooperation between the PDMA and IOM in matters of common interest, and desirous of further enhancing and strengthening such cooperation,

HAVE AGREED AS FOLLOWS:

ARTICLE I

GENERAL PRINCIPLES OF COOPERATION

1. Within their respective mandates and subject to available resources, PDMA and IOM shall act in close collaboration and hold consultations on all matters of common interest. To this end, the Parties shall consider the appropriate framework for such consultations as and when necessary.
2. PDMA and IOM agree that the activities related to IOM’s Flood Recovery Activities in Jacobabad, Khairpur, Dadu, Districts in Sindh shall be coordinated, to the extent possible, in an effort to achieve the maximum cooperation and the elimination of unnecessary duplication between them, and that when common interests so dictate, either Party may request the cooperation of the other.
3. Each Party shall endeavour, in so far as possible and in compliance with its constituent instruments and decisions of its competent bodies, to respond favourably to such requests for cooperation in accordance with procedures to be mutually agreed upon.

ARTICLE II

EXCHANGE OF INFORMATION AND DOCUMENTATION

1. PDMA and IOM agree to exchange information, branding, and documentation in the public domain to the fullest extent possible on matters of common interest.
2. Where appropriate and subject to the necessary requirements, information, branding, and documentation relating to specific projects or programmes may also be exchanged between the Parties with a view to attaining better complementary action and effective coordination between the two Parties.

ARTICLE III

JOINT ACTION

1. PDMA and IOM may, through special arrangements, decide to act jointly in the implementation of projects that are of common interest. Special arrangements shall define the modalities for the participation of each Party in such projects and shall determine the expenses payable by each of them.
2. PDMA and IOM may, whenever they consider it desirable, set up commissions, committees or other technical or advisory bodies, on terms and conditions to be mutually agreed upon in each case, to advise them on matters of common interest.

ARTICLE IV

AREAS OF UNDERSTANDING

Without prejudice to cooperation in additional fields, within their respective mandates and subject to the availability of resources, the Parties agree to consider the following areas for mutual cooperation:

- a) Implementation, as appropriate, by IOM of USAID-funded activities in areas that relate to IOM competence, such as community resilience which includes but not limited to community structure rehabilitation, capacity building, installation of early warning system, technical assistance, promotion of economic growth and support for human development;



- b) Consultation between PDMA and IOM on disaster management / DRR strategies and assistance plans where relevant to areas of IOM competence, such as:
- i. Review/Support for formulation of Sindh DRR Policy.
 - ii. Relevant Resource Support.
 - iii. Use of PDMA Logo in collaborative events, documentation/manuals etc.
 - iv. Capacity Development Activities & Initiatives (CBDRM, SBDRM, EWS, DRR and Risk Assessment Trainings etc.).
 - v. Advocacy & Awareness Activities.
 - vi. Strengthening of Existing Coordination Mechanism both at the provincial and district level to better design cohesive response to emergencies.
 - vii. Facilitation of Training Venues where relevant.
 - viii. Provide Human Resources & Coordination Where Needed.
 - ix. Provision of Focal Points For Coordination and relevant Support.
 - x. Provision of Support To Nominate Programming Participants From Relevant Line Departments.
 - xi. Provide Secretariat and Administrative Support to Better Establish Coordination at The Provincial & District Level.
- c) Engage in research studies on matters of mutual interest.

ARTICLE V

COOPERATION BETWEEN THE SECRETARIATS

The PDMA and the IOM Mission in Pakistan shall take appropriate measures to ensure effective cooperation and liaison between the Secretariats of the Parties. This includes close cooperation in the field, in particular in locations where both Parties are represented.

ARTICLE VI

IMPLEMENTATION OF THE MoU

The PDMA and the IOM Mission In Pakistan shall consult each other regularly on matters relating to this MoU.



ARTICLE VII

SUPPLEMENTARY ARRANGEMENTS

PDMA and IOM may enter into such supplementary arrangements for the purpose of cooperation and coordination as may be found desirable.

ARTICLE VIII

CONFIDENTIALITY

All information including personal information which comes into the Parties' possession or knowledge in connection with this MoU is to be treated as strictly confidential. No personal information shall be communicated to any third party without the prior written approval of the person concerned. The Parties shall comply with the IOM Data Protection Principles in the event that they collect, receive, use, transfer, store, or otherwise process any personal data in the performance of this MoU. The obligations under this Article shall survive the expiration or termination of this MoU.

ARTICLE IX

INTELLECTUAL PROPERTY

All intellectual property and other proprietary rights including, but not limited to, patents, copyrights, trademarks and ownership of data resulting from activities or projects under this MoU shall be vested in PDMA Sindh and IOM, including, without any limitation, the rights to use, reproduce, adapt, publish and distribute any item or part thereof.

ARTICLE X

STATUS OF IOM

Nothing in or relating to the MoU shall be deemed a waiver, express or implied, of any of the privileges and immunities of the International Organization for Migration as an intergovernmental organization.



ARTICLE XI

DISPUTE RESOLUTION

1. Any dispute, controversy or claim arising out of or in relation to this MoU, or the breach, termination or invalidity thereof, shall be settled amicably by negotiation between the Parties.
2. In the event that the dispute, controversy or claim has not been resolved by negotiation within 3 (three) months of receipt of the notice from one party of the existence of such dispute, controversy or claim, either Party may request that the dispute, controversy or claim is resolved by conciliation by one conciliator in accordance with the UNCITRAL Conciliation Rules of 1980. Article 16 of the UNCITRAL Conciliation Rules does not apply.
3. In the event that such conciliation is unsuccessful, either Party may submit the dispute, controversy or claim to arbitration no later than 3 (three) months following the date of termination of conciliation proceedings as per Article 15 of the UNCITRAL Conciliation Rules. The arbitration will be carried out in accordance with the 2010 UNCITRAL arbitration rules as adopted in 2013. The number of arbitrators shall be one and the language of arbitral proceedings shall be English, unless otherwise agreed by the Parties in writing. The arbitral tribunal shall have no authority to award punitive damages. The arbitral award will be final and binding.
4. The present MoU as well as the arbitration MoU above shall be governed by the terms of the present MoU and supplemented by internationally accepted general principles of law for the issues not covered by the MoU, to the exclusion of any single national system of law that would defer the MoU to the laws of any given jurisdiction. Internationally accepted general principles of law shall be deemed to include the UNIDROIT Principles of International Commercial Contracts. Dispute resolution shall be pursued confidentially by both Parties. This Article survives the expiration or termination of the present MoU.



Dated: October 05, 2023

ARTICLE XII

ENTRY INTO FORCE, AMENDMENTS AND DURATION

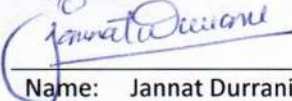
1. This MoU shall enter into force on the date of its signature by the duly authorized representatives of the Parties. Upon its entry into force, the Parties will publicize it among their field and headquarters personnel.
2. This MoU may be amended by mutual consent of the Parties. The proposed amendment should be made in writing to the other Party and shall enter into force upon its acceptance in writing by the Parties.
3. Either of the parties may terminate this MoU by giving 6 (six) months' written notice to the other Party.

IN WITNESS WHEREOF, the undersigned representatives of the Provincial Disaster Management Authority, Sindh and of the International Organization for Migration, Pakistan have signed the present MoU.

Signed in duplicate in English, on the dates and at the places indicated below.

For and on behalf of
The International Organization for
Migration

Signature



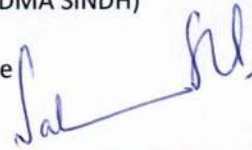
Name: Jannat Durrani
Position: Deputy Chief of Party
CRA-North

Date:

Place: Karachi, Pakistan

For and on behalf of
Provincial Disaster Management Authority
Sindh (PDMA SINDH)

Signature



Name: Salman Shah
Position: Director General
PDMA Sindh

Date:

Place: Karachi, Pakistan