

Memorandum of Understanding (MoU) for
Strategic Partnership

Between



Uttar Pradesh State Disaster Management Authority

And



Sustainable Environment and Ecological Development Society ("SEEDS")

Memorandum of Understanding

This Memorandum of Understanding ("MoU") is hereby made and executed on 22 November 2023 (hereinafter referred to as "the Executive Date") by and between

Sustainable Environment and Ecological Development Society ("SEEDS"), a registered non-government organization, under the Societies Registration Act, 1860 having registration number S/25402 of 1994 and having its registered office at 315, Kailash Tower-1, Mount Kailash, New Delhi – 110065, India and dealing office at 15/A first floor, Institutional area, Sector – IV, R.K. Puram, New Delhi-110022, India (hereinafter referred to as the "SEEDS" which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors-in interest, administrators and permitted assigns)

AND

Uttar Pradesh State Disaster Management Authority, (hereinafter referred to as 'UP SDMA') an apex institution in the State for planning, co-ordination and monitoring for disaster prevention, mitigation, preparedness and management. It was established with aim to build a safer and disaster resilient Uttar Pradesh by developing a holistic, pro-active, multi-disaster, technology-driven and community based strategy for disaster management through collective efforts of all Government Agencies and Non-Governmental Organizations.

UP SDMA and SEEDS shall be collectively known as 'Parties' and individually known as 'Party'.

BACKGROUND

1. UP SDMA is a primary agency responsible for disaster management and mitigation in the State of Uttar Pradesh, India. It was established under the provisions of the Disaster Management Act, 2005, which mandates the formation of state-level disaster management authorities in India. Since its inception, the authority is working at all levels, from formulating policy, plans, guidelines, action plans, standard operation procedures for all possible hazards, the State is subjected, to their execution at grass root level. There are many flagship programmes presently under implementation under UP SDMA, viz School Suraksha Karyakaram, CBDM, Lightning Awareness and Early Warning System, preparation of GPSDP etc. with the aim to fulfill the vision of Hon'ble CM of Disaster Resilient State.

2. SEEDS is a non-profit voluntary organization, working to make vulnerable communities resilient to disasters. SEEDS has been active in all major relief and rehabilitation initiatives since the 2001 Gujarat Earthquake. Over the years, it has reached out to thousands of families affected by earthquakes, floods, and cyclones. The organization carries out immediate relief assistance work, rebuilds homes, and restores disaster-hit schools. SEEDS, in partnership with Microsoft, has developed an Artificial Intelligence model for hyper-local disaster risk assessment. The project has been supported under Microsoft's global program 'Artificial Intelligence for Humanitarian Action'. The model leverages high-resolution satellite imagery that is interpreted by the system for identifying the most vulnerable neighborhoods and produces information on the underlying factors for this vulnerability which can be used to recommend immediate and long-term actions to reduce risk. In 2020, the model was launched and tested live during Cyclone Nivar in Tamil Nadu and Cyclone Burevi in Kerala, achieving high impact assessment accuracy. It has also been run for assessing flooding risks in Puri and Mumbai. The model was scaled to include heatwave risks in 2021 and was tested for parts of Delhi and Nagpur, both cities falling under the Core Heatwave Zones (CHZs) in India. In the ongoing phase, the model is now being adapted for assessing earthquake risks for Dehradun.

3. The parties share a common vision of working in the area for Disaster Risk Reduction in the State and to coordinate and implement measures for disaster preparedness, response, recovery, and mitigation and hence intend to sign this MoU:

NOW THEREFORE IT IS HEREBY AGREED BY AND AMONGST THE PARTIES AS UNDER: —

1. COMMON OBJECTIVES

UP SDMA was created to build a safer and disaster resilient Uttar Pradesh by developing a holistic, pro-active, multi-disaster, technology-driven and community based strategy for disaster management through collective efforts of all Government Agencies and Non-Governmental Organisations.

SEEDS is an organization working in disaster management, risk reduction and community resilience towards the adverse impacts of disasters. For 30 years, SEEDS has been involved in providing relief to disaster-stricken communities and active planning of disaster risk reduction. Our work has spanned across the nation and in many countries across the world.

Thus, it is so that both organizations have common objectives, and we are aligned with the long term goals of UP SDMA.

2. ROLES AND RESPONSIBILITIES OF PARTIES

SEEDS

SEEDS in consultation with UP SDMA may aid the latter in the following areas:

- a) **Using AI model for resilient cities:** SEEDS will run its AI model for providing hyper local risk analysis for selected cities. This may include:
 - Providing single/multi hazard reports.
 - This may include providing restricted access to our AI model dashboard.
 - This may include additional value additions like support in developing ward level hazard mapping and consulting.
- b) **Disaster Planning and Management Assistance:** SEEDS will aid UP SDMA in developing comprehensive disaster planning and management strategies. This may include:
 - Support in conducting risk assessments and vulnerability mapping for several types of disasters.
 - Support in developing disaster response plans, standard operating procedures, and guidelines.
 - Assisting in the formulation of early warning systems and evacuation plans.
- c) **Relief Planning and Implementation:** SEEDS will support UP SDMA in the development and execution of relief plans in the aftermath of disasters. This may involve:
 - Support in conducting rapid needs assessments to identify immediate relief requirements.
 - Support in coordinating the procurement and distribution of essential relief supplies.
 - Support in facilitating temporary shelter solutions for displaced individuals and families.
- d) **Detailed Disaster Management Plans:** SEEDS can collaborate with UP SDMA to support in formulating the roadmap for creating comprehensive disaster management plans covering all phases of disaster management, including pre-



disaster, during disaster, and post-disaster actions. The plans may encompass:

- Assistance in developing risk reduction strategies and measures.
- Support in creating frameworks for coordination mechanisms with relevant government agencies and stakeholders.
- Post-disaster recovery and reconstruction plans.
- Support in design of public awareness and education campaigns.

e) **Capacity Building and Training:** SEEDS will provide capacity building and training programs to enhance the disaster management capabilities of UP SDMA and other relevant stakeholders. This may involve:

- Conducting workshops and training sessions on disaster risk reduction.
- Support in conducting training needs assessment in specialized training areas such as search and rescue, first aid, and emergency response.
- Support in creating platforms for facilitating knowledge sharing and exchange of best practices.

f) **Urban Risk Reduction**

- Evaluation of the vulnerability and potential risk
- Develop action plans for short, medium and long-term risk reduction.
- Implementation of DRR interventions through active participation of all stakeholders
- Build the Emergency response capacity.
- Conduct awareness programs to bridge the gap between community perception and the emerging risk.
- Enhance coordination among all stakeholders and mobilize the support for building a safety culture.
- **Solid Waste Management & Sanitation** Research on linkages with solid waste management and disaster risk
- Development of community-based system for effective management of solid waste and sanitation
- Enhancing capabilities of UBLs and municipalities through training and pilot programs

g) **Sustainable Environment**

- Resilient Infrastructure & Housing (BE)
- Nature based solutions(Lakes, Wetlands, Rivers, Coasts, Forestry, Oceans, Mangroves)
- Livelihood

h) **Sustainable Environment (Climate)**

- Community Early Warning System
- Others

(Both the parties may also collaborate in other areas of DRR with mutual consent.)

UP SDMA

UP SDMA will be responsible for the following:

- Designate a point of contact for the efficient execution of the possible scope of work mentioned above in this MoU.
- Provide a brief statement of problem wherever SEEDS may aid as per the capabilities described above and facilitate, in mutually agreed terms and engagement with SEEDS.

- Provide access to data and basic resources with due adherence to laws and regulations and with mutual consultation for SEEDS to be able to execute its roles and responsibilities. The data provided will not be used for any purpose other than what has been mutually decided.
- Recognise the work done by SEEDS as part of this MoU in press releases and official communications.

3. FURTHER ACTS & ASSURANCES

Each of the parties agree to execute and deliver all such further instruments and to be performed all such further acts as shall be necessary and required to carry out by the provisions of this MoU and to consummate the transactions contemplated hereby.

4. TERM AND TERMINATION

This MoU shall come into effect upon signatures of both parties on the date set forth below and will remain in force for 24(twenty-four) months until either party wishes to withdraw by giving a notice of one (1) month in writing (hereinafter referred as "the Effective Date"). In the absence of any notice for withdrawal, the MoU shall stand extended for another period of 3(three) years.

5. FINANCIAL CONSIDERATIONS

This MoU is a non-financial document. If in future funding is required, parties will individually or jointly explore such funding opportunities, and separate financial agreements will be signed by the parties for the same.

6. CONFIDENTIALITY

During the tenure of the MoU, both the parties agree to respect confidentiality of any work or material provided in confidence. Both the parties would seek each other's permission before assigning any intellectual property rights to a third party.

7. FORCE MAJEURE

If during the tenure of the MoU any joint programs is delayed due to reason of Force Majeure nature such as acts of God, acts of public enemy, acts of government, fire, flood, strike, epidemic and civil commotion, the extension of the joint programs would be mutually decided.

8. LIABILITY

Both organizations carry their own individual liabilities/insurances to cover any claim of personal loss arising out of the joint programs or activities.

9. AMENDMENTS

9.1 Either Party may request in writing a revision, amendment or modification of all or any part of this MoU.

9.2 Any revision, amendment or modification agreed to between the Parties shall be in writing and shall come into force on such date as determined by the Parties and shall form part of this MoU.

10. CONFLICT OF INTEREST

UP SDMA and SEEDS warrant that this MoU is not likely to have any conflict of interest with any of their organizational, financial, contractual or other interests relating to the work under this MoU.

11. INTELLECTUAL PROPERTY RIGHTS

All work done by the Parties jointly under this MoU and all materials developed shall be considered as being specially created, developed, produced by the Parties for the sole purpose of this MoU only. It is expressly agreed that the Parties shall have joint ownership rights over all intellectual property of work and materials jointly developed, produced or created during the course of this MoU. This clause shall remain valid even after the termination or expiry of this MoU.

12. GOVERNING LAWS & JURISDICTION

This Agreement shall be governed by, and construed in accordance with the laws of India. Any dispute between the parties as to matters arising pursuant to this MoU which cannot be settled amicably within thirty (30) days after the official communication, may be settled by mutually appointing a Sole Conciliator in accordance with the prevalent law. The sole Conciliator may be a Senior Officer in the Government of Uttar Pradesh or the Government of India. If the parties reach an agreement on the settlement of the dispute through the intervention of the Sole Conciliator, they shall draw up a Settlement Agreement or consent terms duly signed by the Sole Conciliator and both parties. The said agreement will be binding on both the parties.

- 13.** This MoU shall be signed in 2(two) counterparts, each signed originally by both the parties.

Signature and seal of the parties

For Uttar Pradesh State Disaster Management Authority

Name: Lt.Gen Ravindra Pratap Sahi

Designation: Vice Chairman

Date: 22 Nov 23

Place: Lucknow, India

For SEEDS

Name: Mr. Mihir Joshi

**Designation: Regional Director-
Advocacy & Partnership**

Date: 22 Nov 23

Place: Lucknow, India