

# **Memorandum of Understanding**

*between*  
**Local Government Engineering Department (LGED)**  
**and**  
**Department of Fisheries (DOF)**

**Haor Flood Management and**  
**Livelihood Improvement Project (HFMLIP)**  
**LGED**

May 2015

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**MEMORANDUM OF UNDERSTANDING**  
**between**  
**LOCAL GOVERNMENT ENGINEERING DEPARTMENT (LGED)**  
**and the**  
**DEPARTMENT OF FISHERIES**

**PRELUDE**

LGED has been implementing the Haor Flood Management and Livelihood Improvement Project (hereinafter referred to as the Project) which seeks to increase the income of the landless, small and marginal farm holders of **Sunamganj, Habiganj, Brahmanbaria, Kishorgonj, Netrokona** and surrounding haors in a sustainable way. The joint JICA and GOB aided project aims at increasing the incomes of the poor through three components, namely: (a) rural infrastructure development; (b) fisheries development and (c) consulting services.

In its implementation, the project would work closely with various Ministries and Government agencies in the project area. These include the District administration, Upazila administration, and the staff of the DAE, DLS and DOF.

The project aims to assist the poor by facilitating the access of resources to the poor in particular the leases to the water bodies. The focus would be on the management of natural resources and the restoration of habitat with a view to increasing and sustaining all production systems, including fish, crops and livestock. In this context, the communities would be trained to manage their resources and undertake development-related initiatives to improve their lives. Habitat restoration measures include establishment of sanctuaries, creating facilities for community managed fish culture in permanent and seasonal water bodies. In addition, the project would also encourage the communities to assist their less unfortunate members, especially indigent women. In this context, the beneficiary including destitute women, will be given training and extension support to develop pond fish culture.

Therefore, a very close and effective coordination between the project and DOF is necessary to establish and institutionalize the system and ensure coordinated delivery of services to the poor. DOF has the technical expertise and a functioning system throughout the country with existing number of skilled manpower that can assist in the implementation of the fisheries development sub- component of the project, which is entirely within the scope and responsibility of DOF. Therefore, DOF can play a very important role in technology transfer and providing training support to the beneficiaries including destitute women and the landless of the sub-project area.

Now, as both the project and DOF are willing to cooperate with each other in training and technology transfer, an MOU is signed between LGED & DOF.



## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding entered into action on this May 27, 2015 by and between:

Local Government Engineering Department (hereinafter mentioned as LGED) is a Government Organization and represented by Mr. Shyama Prosad Adhikari, Chief Engineer.

And

Department of Fisheries (hereinafter mentioned as DOF) is a Government Organization and represented by Dr. Syed Arif Azad, Director General.

### Whereas

- It is mentioned in the approved DPP that DOF will be involved in the implementation of Component - 2 by providing MoU between LGED and DOF.
- DOF has been assigned with the responsibility to increase and sustain fisheries production through development and technology transfer and the enforcement of the various provisions of Fisheries ACT, 1950.
- The project's responsibility is to increase the income of the rural poor in the project area,
- The project and DOF have agreed to enter into an understanding to cooperate in imparting training and providing technological support to the beneficiaries of the project area.

NOW, THEREFORE, in consideration of the foretasted premises the LGED and DOF mutually agreed as follows:

### I. SCOPE OF OPERATION

The programs of technical support between the project and DOF will include, to the extent made possible by the projects finances, the following:

- (a) Information and publication exchange :
- (b) Conducting development activities, training activities and workshops in the areas of fisheries resource development, conservation and management;
- (c) Technical advice and assistance as requested by the project, which fall within the objectives and jurisdiction of the project and within the scope and function of DOF.

### II. TERM

The term of this understanding shall be upto June, 2022

Either party may terminate this Memorandum of Understanding by a written notice to the other party. This Memorandum of Understanding, however, will remain effective for 180 days from the date of issue of such notice.

### III. RESPONSIBILITIES OF THE PROJECT

- (1) The project and its employees will comply with all rules and regulation and will devote themselves diligently and vigilantly to support the provision of services by DOF to the beneficiaries.
- (2) The project shall interface with DOF in the development and design of training programs and workshops.





- (3) The project will make physical arrangement for any training program to be conducted in the project area.
- (4) The project shall provide DOF with copies of all its publications relating to this project and findings of any research and adaptive trials undertaken.
- (5) The total training costs will be borne by the project.
- (6) The project will extend technological support and expertise to DOF as required.
- (7) The project will reimburse DOF for all transport and other costs, as permitted under the project documents, for assisting in the implementation of the project.
- (8) In order to enhance the capability of the project related Upazila Fisheries Offices and to improve the efficiency of the concerned officials and beneficiaries, necessary training materials will be supplied from the project subject to the DPP provision.
- (9) Subject to the DPP provision, the project will provide necessary motor cycles to the project related Upazila Fisheries Offices for their assistance in the overall project activities and monitoring of the project work.
- (10) The project will provide necessary assistance and honorarium to the project related local and senior DOF officials for their field visit.

IV. **RESPONSIBILITIES OF DOF.**

1. DOF will act as facilitator in transferring the leases of all water bodies under MOU with Land Ministry to the Beel Management Committees as soon as the leases are made available and as soon as the BMCs are formed and performing effectively.
2. Such leases will be for ten-year terms, renewed automatically.
3. DOF will ensure that the interests of the smaller leases are protected.
4. DOF will help in issuing ID card to the members of the Beel User Groups (BUG).
5. DOF will help in the implementation of Community Based Fisheries Management, Habitat restoration, Bio-diversity conservation and Aquaculture activities.
6. DOF will help in the establishment and management of fish sanctuary and swamp forestry in the selected beels.
7. DOF will provide qualified personnel in supporting the project.
8. DOF personnel will act as resource persons in the training programs and workshops conducted for the beneficiaries and the target groups of the project.
9. DOF personnel will make the beneficiaries and all lease holders aware of the project and its policies with good faith and respect to the implementation of the component as well as the terms of the leases.
10. DOF personnel will impart training and advice to the project staff about any changes in Government procedures and polices.
11. DOF personnel will extend cooperation to the project staff for ensuring an atmosphere congenial to the development and management of the resources in the project area.
12. Ensure compliance with the provisions of the Fisheries Act, 1950 by all leaseholders.

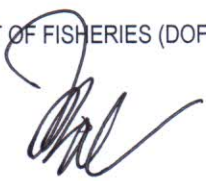
The parties hereto have affixed their signatures on the date first written above.


DEPARTMENT OF FISHERIES (DOF)

LOCAL GOVERNMENT ENGINEERING DEPARTMENT (LGED)

BY:

BY:

  
 (Dr. Syed Arif Azad)  
 Director General  
 (SYED ARIF AZAD)  
 Director General (Addl. Charge)  
 Department of Fisheries  
 Bangladesh, Dhaka.

  
 (Shyama Prosad Adhikari)  
 Chief Engineer  
 Shyama Prosad Adhikari  
 Chief Engineer  
 Local Govt. Engineering Department  
 Govt. of the People's Republic of Bangladesh