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MEMORANDUM OF AGREEMENT

Memorandum of Agreement (hereinafter referred to as the “Agreement”) made between the United Nations Development Programme (hereinafter referred to as “UNDP”) and the Ministry of Forestry, Fisheries and Sustainable Development (hereinafter referred to as the “National Counterpart”).

WHEREAS United Nations Development Programme (hereinafter referred to as UNDP) desires to provide funding to the National Counterpart in the context of joint implementation of **Activity 2.1 of Project 00087491, “Support to the Development of the National Growth and Poverty Reduction Strategy 2014-2017** funded by UNDP BDP (Bureau of Development Policy) for the Finalization of the National Growth and Poverty Reduction Strategy and its M&E Framework.

WHEREAS the National Counterpart is ready and willing to accept such funds from UNDP through the administration of the Project 00087491 for the above mentioned activity on the said terms and conditions.

NOW, therefore, the parties hereto agree as follows:

I. Responsibilities of the National Counterpart:

1.1 The National Counterpart agrees to undertake the activities described in the attached Terms of Reference (Annex A) which forms an integral part of this Agreement. None of the funds provided pursuant to this Agreement may be used for any purpose other than those expressly set forth in Annex A.

II. Responsibilities of UNDP:

2.1 UNDP agrees to provide payment of funds as specified in Article IV below.

III. Duration

3.1 This Agreement will come into effect on 1st January 2015 and shall expire on 31st March 2014. The duration could be extended upon submission of a request from the National Counterpart.



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IV. Payments

4.1 UNDP shall provide funds to the National Counterpart in an amount of US\$ 20,000.00 (**USD Twenty Thousand Dollars**) according to the schedule set out below, subject to the National Counterparts submission of timely and accurate expense reports:

4.2 All payments shall be in US dollars, and deposited into the **National Counterparts** bank account of which the details are as follows:

MFFSD Banking Instructions

Remit to:

Ministry of Forestry Fisheries and Sustainable Development
Central Bank of Belize
211318
CEBBBZBZ

4.3 The amount of payment of such funds is not subject to any adjustment or revision because of price or currency fluctuations or the actual costs incurred by the National Counterpart in the performance of the activities under this Agreement.

V. Records, Information and Reports

5.1 The National Counterpart shall maintain clear, accurate and complete records in respect of the funds received under this Agreement. The National Counterpart's books and records shall be maintained in such a manner that the receipts and expenditures of the funds will be shown separately on such books and records in an easily checked form.

5.2 The National Counterpart shall furnish, compile and make available at all times to UNDP any records or information, oral or written, which UNDP may reasonably request in respect of the funds received by the National Counterpart.

5.3 Within sixty (60) days after the use of such funds is completed, the National Counterpart shall provide UNDP with a final report with respect to all expenditures made from such funds (including salaries, travel and supplies) and indicating the progress made toward the goals of the activities undertaken.

5.4 All further correspondence regarding the implementation of this Agreement should be addressed to:



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For UNDP:

Maisoon Bukhari
Assistant Resident Representative a.i
UNDP Belize

For the National Counterpart:

CEO Adele Catzim Sanchez
Chief Executive Officer
Ministry of Forestry, Fisheries and Sustainable Development

VI. General Provisions

6.1 This Agreement and the Annexes attached hereto shall form the entire Agreement between National Counterpart and UNDP, superseding the contents of any other negotiations and/or agreements, whether oral or in writing, pertaining to the subject of this Agreement.

6.2 The National Counterpart shall be responsible for all activities described under Annex A with due diligence and efficiency in collaboration with. Subject to the express Terms of this Agreement, it is understood that the National Counterpart shall have control over the administration and implementation of the activities referred to above in paragraph 1.1 and that UNDP shall not interfere in the exercise of such control. However, both the quality of work and the progress being made toward successfully achieving the goals of such activities shall be subject to review by UNDP. If at any time UNDP is not satisfied with the quality of work or the progress being made toward achieving such goals, UNDP may in its discretion (i) declare this Agreement terminated by written notice to the National Counterpart as described in paragraph 6.8 below; and/or seek any other remedy as may be necessary. UNDP determination as to the quality of work being performed and the progress being made toward such goals shall be final and shall be binding and conclusive upon the National Counterpart insofar as further payments by UNDP are concerned.

6.3 UNDP undertakes no responsibilities in respect of life, health, accident, travel or any other insurance coverage for any person who may be necessary or desirable for the purpose of this Agreement or for any personnel undertaking activities under this Agreement. Such responsibilities shall be borne by the National Counterpart.

6.4 The rights and obligations of the **National Counterpart** are limited to the terms and conditions of this Agreement. Accordingly, the National Counterpart and personnel performing services on its behalf shall not be entitled to any benefit, payment, compensation or entitlement except as expressly provided in this Agreement.



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6.5 The National Counterpart shall be solely liable for claims by third parties arising from the National Counterpart's acts or omissions in the course of performing this Agreement and under no circumstances shall UNDP be held liable for such claims by third parties.

6.6 Equipment purchased by the National Counterpart with funds supplied by UNDP shall be the property of the National Counterpart and shall be used for the purpose indicated in Annex A throughout the period of this Agreement.

6.7 All funds which remain unutilized after completion of grant activities shall be promptly returned by the National Counterpart to UNDP, or to be otherwise disposed of in consultation with UNDP.

6.8 This Agreement may be terminated by either party before completion of the Agreement by giving twenty (20) days written notice to the other party, and the National Counterpart shall promptly return any unutilized funds to UNDP as per paragraph 6.6 above.

6.9 The National Counterpart acknowledges that UNDP and its representatives have made no actual or implied promise of funding except for the amounts specified by this Agreement. If any of the funds are returned to UNDP or if this Agreement is rescinded, the National Counterpart acknowledges that UNDP will have no further obligation to the National Counterpart as a result of such return or rescission.

6.10 No modification of or change in this Agreement, waiver of any of its provisions or additional contractual provisions shall be valid or enforceable unless previously approved in writing by the parties to this Agreement or their duly authorized representatives in the form of an amendment to this Agreement duly signed by the parties hereto.

6.11 Any controversy or claim arising out of, or in accordance with this Agreement or any breach thereof, shall unless it is settled by direct negotiation, be settled in accordance with the UNCITRAL Arbitration Rules as at present in force. Where, in the course of such direct negotiation referred to above, the parties wish to seek an amicable settlement of such dispute, controversy or claim by conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules as at present in force.

The parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy or claim.

6.12 Nothing in or relating to this Agreement shall be deemed a waiver of any privileges and immunities of the United Nations or UNDP.



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IN WITNESS WHEREOF, the undersigned, duly appointed representatives of UNDP and of the National Counterpart, respectively, have on behalf of UNDP and the National Counterpart signed the present Memorandum of Agreement on the dates indicated below with their respective signatures.

On behalf of UNDP:

Name: Roberto Valent
Title: Resident Representative
UNDP El Salvador/ Belize

Date: December 2014

On behalf of the National Counterpart:

Name: Adele Catzim Sanchez
Title: Chief Executive Officer
Ministry of Forestry,
Fisheries and Sustainable
Development
Belize

Date: 10 December 2014



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