

MEMORANDUM FOR THE PROVISION OF
MANAGEMENT AND OTHER SUPPORT SERVICES

BETWEEN THE

GOVERNMENT OF BELIZE AND
THE UNITED NATIONS DEVELOPMENT PROGRAMME

The Standard Basic Assistance Agreement signed on 7TH June 1982 between the United Nations Development Programme (hereinafter UNDP) and the Government of Belize (hereinafter the Government of Belize), contains the basic conditions under which UNDP assists the Government in its endeavour to realize sustainable human development in line with national development programmes and priorities.

In furtherance of the SBAA, this Memorandum for the Provision of Management and other Support Services (hereinafter "the Memorandum") is signed between UNDP and the Government of Belize. Under the Memorandum UNDP seeks to provide assistance to the Government of Belize to further their mutual endeavours to realise sustainable human development in line with national development programmes and priorities.

In furtherance of the SBAA, The Government of Belize has requested assistance from UNDP for the provision of management and other support services to it, as specified in the Memorandum, including Appendices I through III thereof.

1. (a) The Government of Belize will make available to UNDP the amount of US\$164,691.60, (One Hundred Sixty-Four Thousand Six Hundred ninety-one Dollars and sixty cents)] (hereinafter referred to as the "Budget") in connection with financing of the equipment and supplies required under the activities described in Appendix I and II (hereinafter referred to as the "Activities") and to engage UNDP in accordance with this Agreement.

(b) The Government of Belize shall be represented by Social Investment Fund, for all matters related to the implementation of the Activity.

(c) UNDP shall be represented by UNDP Belize Country Office for all matters related to the implementation of the Activity.

2. (a) UNDP shall be responsible for making available, with due diligence and efficiency, its management services to the supply of equipment and supplies required



under the activities as are described in Appendix II (hereinafter called the "Services"), subject to The Government of Belize fulfilling its obligations as described therein in a timely manner

(b) The duration of this Agreement is in accordance with paragraphs 16 and 17 of this agreement.

(c) UNDP and The Government of Belize shall consult closely with respect to all aspects of the provision of the Services.

3. The total cost to UNDP to provide the Services to implement the Activities further to this Agreement is US\$8,729.60 Eight Thousand Seven Hundred twenty-nine Dollars and sixty cents, which includes a management fee of US\$ 7,842.46, Seven Thousand Eight Hundred Forty-Two Dollars and forty-six cents based on the detailed Cost Estimates attached hereto as Appendix III.

4. (a) The Government of Belize will, promptly after its signature of this Agreement, deposit US\$164,691.60 (One Hundred Sixty-Four Thousand Six Hundred ninety-one Dollars and sixty cents) in the UNDP Contributions Account number 36349562 at the CITIBANK, New York, ABA No. 021000089 and SWIFT: CITIUS33. This amount represents the total estimated cost of the provision by UNDP of its Services under this agreement.

Thereafter, UNDP shall issue purchase orders with the respective suppliers in accordance with the cost estimates provided by UNDP and approved by the Government of Belize (UNDP reference numbers). Payments will be issued to vendors based on the agreed Incoterms and copies of all relevant documents will be submitted to the Government of Belize as soon as they are available.

(b) The value of the payment received, if made in a currency other than United States dollars, shall be determined by applying the United Nations operational rate of exchange in effect on the date of payment. Should there be a change in the United Nations operational rate of exchange prior to the full utilization by the UNDP of the payment, the value of the balance of funds still held at that time will be adjusted accordingly. If, in such a case, a loss in the value of the balance of funds is recorded, UNDP shall inform the Government of Belize with a view to determining whether any further financing could be provided by the Government of Belize. Should such further financing not be available, the assistance to be provided further to this Agreement may be reduced, suspended or terminated by UNDP.

(c) Any change in the duration of this Agreement, the total Budget amount and/or the scope of the Services will require consultations between UNDP and the Government



of Belize with a view to reaching an agreement, including a revised management fee.

(d) UNDP shall not be required to commence the provision or continuation of Services until the payments referred to in (a), above, have been received in accordance with the terms of such subparagraph (a).

(e) Any interest income attributable to the funding shall be credited to the UNDP Account, retained by UNDP and shall be utilized in accordance with UNDP's regulations, rules, policies and procedures.

5. (a) UNDP shall provide to the Government of Belize, the Services as specified in Appendix II, in accordance with the UNDP's regulations, rules, policies and procedures, including those related to the Requirements Regarding Facilities, Exemptions, Privileges and Immunities, as specified in Appendix III, which are accepted by the Government of Belize under the Memorandum.

(b) UNDP shall, in consultation with the Government of Belize administer any training referred to in Appendix II.

(c) In the procurement of any equipment and supplies by UNDP:

(i) Upon receipt and acceptance of such equipment and supplies by the Government of Belize title shall vest in the Government of Belize.

(ii) To the extent that the costs in respect of any custom duties, levies or charges related to the clearance of such equipment and supplies into the country have not been exempted or reimbursed by the Government of Belize, the Government of Belize shall be responsible for all such costs.

(d) With respect to insurance arrangements related to the provisions of the Services:

(i) UNDP shall arrange insurance under its standard procedures for fellows, individual consultants, equipment and supplies. The insurance will be as per the incoterms stated in the referenced Purchase Orders and shall cover any losses/damage during the transportation of the goods from the supplier to the port of entry to the destination country

(ii) Consulting firms shall be required to make their own insurance arrangements, according to the terms of their respective contracts.

- (iii) If the Government of Belize notifies UNDP of special insurance requirements in respect of the Services, UNDP shall endeavour to make appropriate arrangements for obtaining such other insurance, the cost of which shall be charged to and covered by the Budget. If insufficient funds are available the Government of Belize shall cover the cost from its own resources separate and apart from the Contribution; in such cases, UNDP shall not conclude any arrangement for such special insurance requirements until the Government of Belize provides UNDP the additional resources to cover the costs of insurance.
- (e) In case of claims of any nature, including loss of or damage to equipment and supplies, UNDP shall pursue settlement of such claims, and UNDP liability shall be limited to the proceeds recovered. The costs incurred by UNDP in handling such claims, demands, or liabilities shall be recovered from the Budget. If insufficient funds are available, the Government of Belize shall cover the costs from its own resources, separate and apart from the Budget.

6. UNDP shall not be responsible for costs in relation to the defence, settlement or judgment/decision/award of any claims or demands resulting from this Agreement Services.

7. (a) Funds received under this Agreement shall be administered in accordance with UNDP's regulations, rules, policies and procedures. All financial accounts and statements shall be subject exclusively to the internal and external auditing procedures laid down in the Financial Regulations and Rules, and policies and procedures of UNDP.

(b) All financial transactions shall be recorded in a separate ledger account established for this activity and expressed in United States dollars. Transactions in currencies other than United States dollars shall be carried out and recorded at the UN operational rate of exchange in effect on the date of the transaction further to paragraph 3 above.

8. The following general financial and accounting arrangements shall be followed in respect of the provision of Services under this Agreement:

(a) UNDP shall prepare, in full consultation with the Government of Belize any budget revisions which it deems appropriate to ensure that the activity budget reflects as accurately as possible the likely delivery of Services. Simple budget re-phrasings shall enter into effect immediately upon signature by UNDP. All other budget revisions which do not shift allocations among budget categories specified in the budget, including budget

revisions reflecting activity completion, shall enter into effect automatically 30 days after being proposed by UNDP, unless the Government of Belize objects within that period.

(b) If, due to unforeseen circumstances, the funds received under this Agreement should be projected to be insufficient to cover the total cost of the Services specified in Appendix II, UNDP shall inform the Government of Belize accordingly. The Government of Belize and UNDP shall then promptly hold consultations with a view to agreeing upon appropriate modifications to the Services so as to ensure that funding shall be sufficient to cover all expenses for the provision of such Services. In the interim and pending such agreement, any costs or expenses incurred by UNDP to ensure the continuation or orderly conclusion of Services shall be deemed to form part of Appendix II.

9. UNDP shall submit narrative reports relating to the Activity as may reasonably be required by the Government of Belize.

10. Any balance of funds received and uncommitted on completion of the Services shall be refunded promptly to the Government of Belize.

11. The SBAA, and in particular Articles IX and X thereof, shall apply, mutatis mutandis, to all activities under this Agreement. This Agreement is the project document referred to in the SBAA.

12. (a) Any dispute, controversy or claim arising out of or in connection with this Agreement or any breach thereof, shall, unless it is settled by direct negotiation, be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force. Unless otherwise agreed, the appointment authority under the Rules shall be the President of the Permanent Court of Arbitration. The parties hereto agree to be bound by any arbitration award rendered in accordance with this provision as the final adjudication of any dispute.

(b) 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, or according to such other procedure as may be agreed between the parties.

(c) Nothing in or relating to any provision in this Agreement shall be deemed a waiver of the privileges and immunities of the United Nations, including UNDP.

13. Any amendment to this Agreement or to any Appendix hereto shall be effected by mutual agreement of the parties through an appropriate supplementary letter of



agreement.

14. The Government of Belize and the UNDP Resident Representative shall keep each other fully informed of all actions undertaken in carrying out this Agreement or that may affect it.

15. All correspondence regarding the implementation of this Agreement, other than this signed Memorandum for Provision of Services or amendments thereto, shall be addressed to:

For UNDP:

Name: Ian King
Title: Deputy Resident Representative
Unit: UNDP Belize
Telephone: [+501-8222688
Email: registry.bz@undp.org

For Government of Belize:

Name: Nellie Trench
Title: Executive Director (Ag.)
Unit: Social Investment Fund
Telephone: +501-8220509
Email: nellie.trench@sifbelize.org

16. This Agreement shall become effective upon UNDP's confirmation of receipt of the first payment from the Government of Belize, in accordance which paragraph 4, and shall expire upon completion of the Services and settlement of all accounts thereunder, unless terminated earlier in accordance with the following paragraph.

17. (a) This Agreement may, at any time, be terminated by either party by written notice to the other, if, in its opinion, an event beyond its reasonable control occurs which makes it impossible to carry out its obligations under this Agreement. Termination shall be effective thirty days after receipt of the above notice.

(b) The obligations assumed by the parties under this Agreement shall survive the termination of the Agreement to the extent necessary to permit the orderly conclusion of activities, the withdrawal of personnel, funds and property, the settlement of accounts between the parties hereto and the settlement of contractual liabilities that are required in respect of personnel, contractors, consultants or suppliers.

18. The fraud and corruption provisions detailed in clauses 41-48 of Annex A of the Memorandum of Agreement between the Caribbean Development Bank and UNDP, dated 15th June, 2017, shall apply to this agreement.



The parties hereby agree and accept this Memorandum for Provision of Services through their respective signature hereto, as follows.

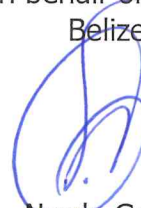
For the United Nations Development Programme:



Denise Antonio,
Resident Representative
UNDP Belize

Date: August, 2021

For and on behalf of Government of Belize:



Narda Garcia
Chief Executive Officer
Office of the Prime Minister &
Investment;
Ministry of Finance, Economic
Development & Investment;
Chairperson – SIF Board of Directors

Date: 9th August, 2021

Witness: _____

Ian King Deputy Resident Representative

Name, Title & Signature

Witness: _____

Nellie Trench
Executive Director (Ag)
Social Investment Fund

Appendices

Appendix I	PROJECT BACKGROUND
Appendix II	SCOPE OF SERVICES
Appendix III	REQUIREMENTS REGARDING FACILITIES, EXEMPTIONS, PRIVILEGES AND IMMUNITIES



Appendix I

PROJECT BACKGROUND

Basic Needs Trust Fund Ninth Programme

Background

The provision of laptop computers and accessories (ICT Equipment”) has been deemed an integral activity to complement the provision of education services to four schools currently receiving interventions under the Basic Needs Trust Fund Ninth Programme (BNTF9) which is being implemented by the Belize Social Investment Fund (BSIF). ICT Equipment shall be utilized by four schools to assist with the delivery of the curriculum.

Recipient: UNDP

Executing Agency: UNDP

Financing: CDB financing, which will be implemented according to CDB’s policies and procedures.

Project Components:

(a) Procurement of IT equipment

Expected Project Completion Timeline: six months.

Procurement of approximately 99 as per the specifications below:



Item	Description	Quantity	Units	Technical Specifications
1.	Laptop computer (as detailed in the Technical Specifications section) complete with Microsoft Office Professional 2019 software and a minimum of one (1) year warranty.	99	Number	<ul style="list-style-type: none"> •Intel i7 Processor 9th GEN or newer •Genuine Windows 10 Pro, 64 Bit, English •Pre-installed Software complete with licenses: Microsoft Office Professional 2019. •Memory: 8GB Upgradable to 16GB •Graphics Card: Intel HD Graphics •Display: 15.6-inch+ FHD (1920 x 1080) non-Touch Display Storage: 250GB+ Solid State Drive •Wireless: 802.11 ac + Bluetooth 4.0, Ethernet •Ports: 1 USB 3.0 (1 USB-C) 1 HDMI, RJ – 45 •Integrated Widescreen HD Webcam with Digital Microphone; Full-size keyboard backlit, spill resistant with numeric keys •One (1) year warranty with support service
2.	Wireless mouse (as detailed in the Technical Specifications section)	99	Number	<ul style="list-style-type: none"> •Ambidextrous hand orientation •Optical movement detection •Plug and play wireless feature •One (1) year warranty
3.	Cable lock for laptops (as detailed in the Technical Specifications section)	99	Number	<ul style="list-style-type: none"> •Cable length = 59" minimum •Laptop security keyed cable •klipextreme KSD-330 or equivalent •One (1) year warranty
4.	Messenger type carrying case suited for 15.6" laptop computer (as detailed in the Technical Specifications section)	99	Number	<ul style="list-style-type: none"> •Fit up to 15.6" laptops •Minimum 2 zippered compartments •Constructed of polyester •klipextreme KNC-025 or equivalent •One (1) year warranty
5.	Lockable AC charging cabinet with individual sliding drawers for twelve (12) 15.6" laptop computers	10	Number	<ul style="list-style-type: none"> •Charge and store up to 12 devices up to a 16" screen. •Key locking system. •Pearington 12TABLET-01 or equivalent •One (1) year warranty
6.	Eight (8) outlet power strip surge protector	40	Number	<ul style="list-style-type: none"> •eight (8) feet cord minimum length. •8 outlet plugs, 15-amp rating •2,500 joule energy rating with 6,000 volts maximum spike voltage. •Belkin BE108000-08-CM or equivalent •One (1) year warranty

Appendix II SCOPE OF SERVICES

Country: Belize

Procurement of Equipment

The responsibilities of the Recipient Government's Executing Agency and UNDP with respect to procuring equipment shall be as follows:

Government	UNDP	Activity
x		Preparation of equipment list
x		Preparation of detailed specifications
	x	Finalization of specifications
	x	Advertising
	x	Prequalification and shortlisting
x		Concurrence with shortlist
	x	Issuing Invitation to Bid
	x	Evaluation of bids
	x	Recommendation for award of purchase order
x		Concurrence with recommendation
	x	Placing purchase order
	x	Inspection and shipment
	x	Customs clearance
x		Delivery to final user
	x	Payment to supplier
x		Receipt and acceptance of equipment

Budget

ACTIVITY	TOTAL USD
EQUIPMENT	
Equipment	155,962.00
MISCELLANEOUS	
Operations Cost:	
Custom Brokerage	600.00
Indirect Cost	287.14
TOTAL INPUTS	156,849.14
MANAGEMENT FEE	5% 7,842.46
TOTAL	164,691.60



Appendix III

Requirements Regarding Facilities, Exemptions, Privileges and Immunities

Article IX

Privileges and Immunities

1. The Government of Belize shall apply to the United Nations and its organs, including the UNDP and United Nations subsidiary organs acting as UNDP Executing Agencies, their property, funds and assets, and to their officials, including the resident representative and other members of the UNDP mission in the country, the provisions of the Convention on the Privileges and Immunities of the United Nations.

2. The Government of Belize shall apply to each Specialized Agency acting as an Executing Agency, its property, funds and assets, and to its officials, the provisions of the Convention on the Privileges and Immunities of the Specialized Agencies, including any Annex to the Convention applicable to such Specialized Agency. In case the International Atomic Energy Agency (the IAEA) acts as an Executing Agency, the Government of Belize shall apply to its property, funds and assets, and to its officials and experts, the Agreement on the Privileges and Immunities of the IAEA.

3. Members of the UNDP mission in the country shall be granted such additional privileges and immunities as may be necessary for the effective exercise by the mission of its functions.

4. (a) Except as the Parties may otherwise agree in Project Documents relating to specific projects, the Government of Belize shall grant all persons, other than the Government of Belize nationals employed locally, performing services on behalf of the UNDP, a Specialized Agency or the IAEA who are not covered by paragraphs 1 and 2, above, the same privileges and immunities as officials of the United Nations, the Specialized Agency concerned or the IAEA under Sections 18, 19 or 20 respectively of the Conventions on the Privileges and Immunities of the United Nations or of the specialized agencies, or of the Agreement on the Privileges and Immunities of the IAEA.

(b) For purposes of the instruments on privileges and immunities referred to in the preceding parts of this Article:

- (1) All papers and documents relating to a project in the possession or under the control of the persons referred to in sub-paragraph 4(a),



above, shall be deemed to be documents belonging to the United Nations, the Specialized Agency concerned, or the IAEA, as the case may be; and

- (2) Equipment, materials and supplies brought into or purchased or leased by those persons within the country for purposes of a project shall be deemed to be property of the United Nations, the Specialized Agency concerned, or the IAEA, as the case may be.

5. The expression "persons performing services" as used in Articles IX, X, and XIII of this Agreement includes operational experts, volunteers, consultants, and juridical as well as natural persons and their employees. It includes governmental or non-governmental organizations or firms which UNDP may retain, whether as an Executing Agency or otherwise, to execute or to assist in the execution of UNDP assistance to a project, and their employees. Nothing in this Agreement shall be construed to limit the privileges, immunities or facilities conferred upon such organizations or firms or their employees in any other instrument.

Article X

Facilities for execution of UNDP assistance

1. The Government of Belize shall take any measures which may be necessary to exempt UNDP, its Executing Agencies, their experts and other persons performing services on their behalf from regulations or other legal provisions which may interfere with operations under this Agreement, and shall grant them such other facilities as may be necessary for the speedy and efficient execution of UNDP assistance. It shall, in particular, grant them the following rights and facilities:

- (a) Prompt clearance of experts and other persons performing services on behalf of the UNDP or an Executing Agency;
- (b) Prompt issuance without cost of necessary visas, licenses or permits;
- (c) Access to the site of work and all necessary rights of way;
- (d) Free movement within or to or from the country, to the extent necessary for proper execution of UNDP assistance;



(e) The most favourable legal rate of exchange;

(f) Any permits necessary for the importation of equipment, materials and supplies, and for their subsequent exportation;

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(g) Any permits necessary for importation of property belonging to and intended for the personal use or consumption of officials of the UNDP, its Executing Agencies, or other persons performing services on their behalf, and for the subsequent exportation of such property; and

(h) Prompt release from customs of the items mentioned in sub-paragraphs (f) and (g), above.

2. Assistance under this Agreement being provided for the benefit of the Government of Belize and people of Belize; the Government of Belize shall bear all risks of operations arising under this Agreement. It shall be responsible for dealing with claims which may be brought by third parties against the UNDP or an Executing Agency, their officials or other persons performing services on their behalf, and shall hold them harmless in respect of claims or liabilities arising from operations under this Agreement. The foregoing provision shall not apply where the Parties and the Executing Agency have agreed that a claim or liability arises from the gross negligence or wilful misconduct of the above-mentioned individuals.




Certificate Of Completion

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Source Envelope:	
Document Pages: 16	Signatures: 2
Certificate Pages: 2	Initials: 15
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Eldo Lopez
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	One United Nations Plaza
	New York, NY 10017
	eldo.lopez@undp.org
	IP Address: 190.197.121.106


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Signer Events

Signature	Timestamp
Denise Antonio denise.antonio@undp.org Resident Representative UNDP Headquarters Security Level: Email, Account Authentication (None)	 Sent: 8/10/2021 8:04:19 AM Viewed: 8/10/2021 1:21:33 PM Signed: 8/10/2021 1:23:49 PM
Signature Adoption: Uploaded Signature Image Using IP Address: 96.245.192.44	

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Ian King ian.king@undp.org Deputy Resident Representative UNDP Belize Security Level: Email, Account Authentication (None)	 Sent: 8/10/2021 1:23:50 PM Viewed: 8/10/2021 1:42:37 PM Signed: 8/10/2021 1:44:25 PM
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In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
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Signing Complete	Security Checked	8/10/2021 1:44:25 PM

Envelope Summary Events	Status	Timestamps
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Payment Events	Status	Timestamps
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