

COUNTRY OFFICE SERVICE LEVEL AGREEMENT BETWEEN IFAD & UNDP/CAMEROON COUNTRY OFFICE

This Country Office SLA is entered into between the United Nations Development Programme, UNDP, Cameroon Country Office and the International Fund for Agriculture Development, IFAD, (the “Parties”) with respect to the provision of administrative and other services, as more specifically set out herein.

WHEREAS the Parties have entered into a corporate Framework Agreement dated 30 September 2008 and amended on 21 August 2009 setting forth the general principles and provisions relating to the provision of administrative and other services in IFAD’s country offices.

WHEREAS IFAD has requested UNDP *Cameroon Country Office* to provide certain services to IFAD to set up and run its Country Office (the “Premises”).

NOW THEREFORE with reference to the above mentioned Framework Agreement, the Parties agree to the following:

1. Allocation and Management of Office Space

UNDP *Cameroon Country Office* shall provide IFAD with office space in its own Premises or in a suitable building under UNDP, Such Office Space shall consist of at least five (5) rooms (4 offices and 1 large meeting room), for the exclusive occupation and use of IFAD. IFAD Country Office Staff shall have the exclusive right to occupy and use such office space. Whenever there are changes on the office space allocated to IFAD or on the agreed costs, such shall be discussed and agreed by both parties and this agreement be amended accordingly to allow space in the event of growth.

The IFAD Country Office Staff shall also have access to common areas in the UNDP main Premises including, conference and meeting rooms, parking areas, driveways, lobbies, halls, corridors, toilets, courtyards, elevators, stairways, cafeteria, etc. subject to availability and allocation policies and coordination of UNDP.

UNDP *Cameroon Country Office* shall be responsible for the overall physical management and maintenance of the office space including all security arrangements and making it MOSS compliant.

UNDP *Cameroon Country Office* shall also be responsible for the upkeep and safeguarding of any equipment and furniture provided therein. The administrative and logistic support shall include, *inter alia*, the provision with IFAD funds, of any of the items listed below:

- a) Furniture and equipment
- b) Electricity, water, cooling systems and other utilities
- c) Security services
- d) Cleaning services, labour and maintenance of the Office Space
- e) Other necessary facilities for conducting business (such as open areas, cafeteria, reception etc.)

The UNDP shall arrange and be responsible for the security of the Premises and IFAD staff (both under IFAD and UNDP contracts) and eligible dependents in accordance with UN norms, rules and regulations while they are performing their official functions in the Premises or in any other location in the country. UNDP country office shall ensure that all staff in the IFAD country office (either holding IFAD contracts or UNDP contracts with limited service to IFAD) shall be given the same level of security protection, training and assistance that any UN staff is entitled to in that country.

The Office Space shall have the same level and guarantees of privileges and immunities as are afforded and granted to the IFAD Country Office - in accordance with UNDP arrangements with the Host Country.

UNDP *Cameroon Country Office* shall provide for insurance of the office space and its contents against loss or damage due to fire, flooding and other calamities; third party liability insurance in such limits as appropriate; and such other forms of insurance as UNDP Country Representative shall deem necessary.

UNDP shall include IFAD Country Staff in the UN directory and shall allow IFAD to display its institutional logos, signs, plaques, flags, etc. on the Premises, in a conspicuous manner.

IFAD shall not sub-let to any third party the office space provided in this service level agreement.

2. Administrative and Other Services

UNDP *Cameroon Country Office* shall provide the IFAD Country Office with the following Administrative and Other Services in line with UNDP's policies and procedures:

- a) General Services
 - (i) Travel services, including provision of tickets, DSA
 - (ii) Banking service
 - (iii) Mail/pouch services
 - (iv) Provision of MOSS compliant vehicles, vehicle maintenance and driving services
 - (v) Procurement of goods and services inclusive of the recruitment of national consultants. IFAD shall have the right to purchase and place any additional furniture, equipment and supplies it may require for the office space. Such additional furniture and equipment shall remain the exclusive property of IFAD.
 - (vi) Investigation of loss of assets due to theft or damage
 - (vii) Disposal of unserviceable assets
 - (viii) Inventory and annual reports of assets as well as a final report in the case of closure of the IFAD Country Office.
 - (ix) Assistance with privileges, immunities and liaison with competent national authorities for visas, accreditation, etc. Assistance in the renewal of United Nations Laissez Passer (UNLP) (when applicable). UNDP *Cameroon Country Office* shall provide IFAD's Privileges and Visa Management (PVM) unit at IFAD headquarter with the list of UN LPs renewed.
 - (x) Insurance coverage as well as any liabilities between the parties and any additional liabilities outlined.
 - (xi) Business continuity plan for staffing and operations should be provided accordingly.
 - (xii) Access to medical clinics approved by UNDP, or any kind of medical assistance, as necessary.
- b) Information Technology Services
 - (i) Internet connection and, when possible, access to UNDP Intranet and mail account;
 - (ii) All hardware devices needed for the network connectivity including at least one router with firewall capabilities;
 - (iii) Access for IFAD staff to the ICC VPN from their workstations;
 - (iv) Photocopying, scanning and printing facilities;
 - (v) Set up and maintenance of the configuration of hardware devices needed for network connectivity;
 - (vi) Appropriate cabling system for the IFAD Country Office LAN, including, but not limited to, switches and/or wireless access points as required;
 - (vii) Local technical support to IFAD Country Office staff for IT-related issues:

- ensure that Country Office PCs can access network services and connect to the Internet
 - ensure that Country Office PCs are updated in terms of security patches and Antivirus
 - set up and maintain the configuration of the mail client on Country Office PCs [MSOutlook 03-10, part of the MSOffice suite]
 - troubleshoot operating system, client applications and hardware problems
 - implement new hardware/software solutions as needed for the IFAD Country Office
 - Escalate problems that can not be solved locally to the IFAD technical support team at HQ.
- (viii) Telecommunications services, such as telephone with international dialling facilities, local mobiles phones and video conference facilities;
- (ix) All the above services as per IFAD specifications;
- (x) Radio and mobile telecommunication in accordance with MOSS requirements should be borne by IFAD. Annex I provides an indication of equipment and services that should be provided by the Host Agency and those services provided by Headquarters.

c) Human Resources Services

- (i) Staff recruited directly by IFAD, as per paragraph 9 of the amended Framework Agreement, UNDP is requested to provide to IFAD the following services
- Global payroll support
 - Creation/update of job (hire, extension, grade level change) and personal data
 - Enrolment in pension fund

Details are provided in Schedule I

- (ii) Staff recruited and contracted by UNDP.

IFAD requests UNDP to recruit and administer *[number to be determined]* National Staff or Non-Staff Personnel using UNDP regulations, rules, policies and procedures and according to Terms of References (TORs) sent by IFAD.

3. *Budgeting, Financing and Reporting of Costs*

The UNDP *Cameroon Country Office* may use the **Inter Office Voucher (IOV)** cost reimbursement arrangements and fee systems in connection with services provided to IFAD as set out in Section II of the Framework Agreement, in which case:

- a. IFAD shall pay to UNDP *Cameroon Country Office* amount corresponding to its annual rental share for the allocation of office space, exclusive of its pro-rata share of utilities and non-Universal Price List (UPL) common services for the UNDP Premises. Actually, this amount represents
- b. IFAD shall pay to UNDP *Cameroon Country Office* its share of the recurring charges and related UPL charges for Administrative and Other Services (cleaning, security charges, etc..).
- c. Any specific service requested by IFAD and agreed to be performed by UNDP which is not covered in the UPL and in this service level agreement shall be charged to IFAD on a full cost recovery basis as agreed between the Parties through official communication.
- d. A General Management Services fee (GMS) set at 7% will be paid by IFAD to UNDP as of 1st January 2011.

Alternatively, the UNDP *Cameroon Country Office* may elect to follow the financing arrangement as set out below:

- a. Revision to the budget reported in Schedule 2 requires written confirmation by both IFAD and UNDP.
- b. IFAD will advance to the UNDP Cameroon Country Office on a six-monthly basis, half of the estimated budget, in line with the terms of the Framework Agreement. However, IFAD may elect to accelerate the pre-financing of the estimated budget as it considers necessary. Initial payment shall be made within 30 days from the signature of this Agreement by both Parties. Any subsequent payments shall be made upon submission of a request for payment by the UNDP Cameroon Country Office). The corresponding amount shall be transferred in the following bank account:

Bank Name: JPMorgan Chase Bank
Bank Address: 270 Park Avenue, 43rd Floor
New York, New York 10017
United States of America
Swift Address: CHASUS33
Routing/ABA Number: 021000021
Account Number: 015-002284
Account Title: UNDP Contributions (USD) Account

- c. In support of the request for the balance of unpaid funding for the last quarter, the UNDP *Cameroon Country Office* shall submit a Statement of Expenditures (SOE), in the form set forth in Schedule 1 hereto, justifying at least 75% of the total amount of advance already received. The SOE should be satisfactory to IFAD and certified by the UNDP's Authorized Representative. It shall reflect details of actual costs incurred to date against the advance received, to the effect that the funds withdrawn have been exclusively used in accordance with this Agreement
- d. The UNDP *Cameroon Country Office* shall maintain a separate account in its books in United States dollars for the IFAD Country Office for funds transferred to UNDP by IFAD to finance administrative costs incurred by UNDP on behalf of IFAD. Expenditures incurred in a currency other than the United States Dollar ("USD") shall be converted into USD at the United Nations operational rate of exchange on the date of the transaction.
- e. UNDP shall provide IFAD a bi-annual status report (Project Budget Balance) on the budget reported in Schedule 2. This budget status report should include pre-encumbered, encumbered and actual expenditure.
- f. The GMS provided under this SLA by IFAD to UNDP shall cover all UNDP management fees.
- g. The actual costs shall be subject exclusively to the internal and external auditing procedures provided for in UNDP's financial regulations, rules and directives. The UNDP shall provide IFAD with a yearly statement of expenditures, certified by its Authorized Representative with respect to the utilisation of the funds advanced.

4. *Other*

The parties to this Agreement may, by a simple exchange of letters, amend any of the provisions of this Agreement or enter into supplementary arrangements designed to extend the scope of the present Agreement.

Any dispute over the interpretation or application of any provision herein contained shall be settled through negotiations or by such other means as the parties shall mutually agree.

This Agreement shall enter into force upon it being signed by both UNDP *Cameroon Country Office* and IFAD. It may be terminated by either UNDP or IFAD upon:

- a) The mutual agreement of both UNDP *Cameroon Country Office* and IFAD;
- b) UNDP or IFAD closing the office in Cameroon ;
- c) the infeasible performance by either UNDP *Cameroon Country Office* or IFAD of their respective obligations; or
- d) The non observance by either UNDP Cameroon or IFAD of any of their respective obligations.

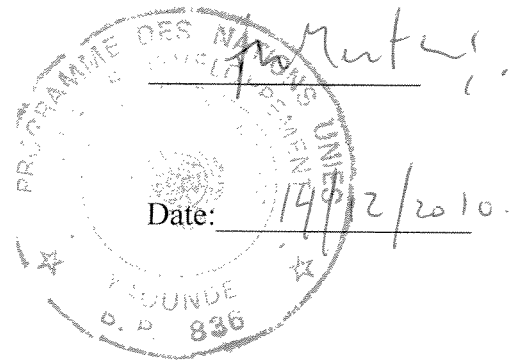
In such cases, either IFAD or UNDP *Cameroon Country Office* shall be able to terminate the arrangements by providing the other with 3 months' written notice.

UNDP *Cameroon Country Office*

IFAD

Mr. Thierry Mertens
Resident Representative

Mr. Mohamed Béavogui
Director,
Western and Central Africa Division



Date: 19/01/2011