

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

This Country Office SLA is entered into between the United Nations Development Programme, UNDP, Congo 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 *Congo* to provide certain services to IFAD in its Country Office located Avenue Behagle, Brazzaville (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 Congo *country office* shall provide IFAD with office space in its Premises. Such Office Space shall consist of two (02) rooms, 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 the right to use common areas in the Premises including, conference and meeting rooms, parking areas, driveways, lobbies, halls, corridors, toilets, courtyards, elevators, stairways, etc. subject to availability and allocation policies and coordination of UNDP.

UNDP 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 CO 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, 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 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 shall be given the same level of security protection, training and assistance that any UN staffs 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 **Congo 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 premises' building 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.

If no office space is available in its premises, UNDP Congo shall assist IFAD with rental arrangements out of its premises. Such Office Space shall consist at least of four (04) rooms, including a conference room. UNDP CO shall be responsible for the upkeep, safeguarding, furnishing, and provision **with IFAD funds**, any of the items listed above.

2. Administrative and Other Services

UNDP Country Office shall provide the IFAD Country Office with the following Administrative and Other Services in line with UNDP's policies and procedures and using the appropriate cost recovery mechanism:

- 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 Congo **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 & Atlas access
 - (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]* 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 (*Congo 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 Congo *country office* who is managing the Common Services the 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 Premises.
- b. IFAD shall pay to UNDP Congo *country office* its share of all the recurring charges for the percentage representing this share 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. General Management Services fees (GMS) of 7% apply.
- e. Alternatively, the UNDP Congo country office may elect to follow the financing arrangement as set out below:
- f. Revision to the budget reported in Schedule 2 requires written confirmation by both IFAD and UNDP.
- g. IFAD will advance to the UNDP Congo country office twice a year, 90% of the estimated budget at the beginning of the year and 10% at the end of the year, in line with the terms of the Framework Agreement. The second advance is subject to the justification of 75% of the first advance received. 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 Congo (country office). The corresponding amount shall be transferred in the following bank account:

Bank Name: JP Morgan Chase
Bank Address: 270 Park Avenue, 43rd Floor; New York, NY, 10017, United States of America
Swift Address: CHASUS33
Routing/ABA Number: 021000021
Account Number: 015002284
Account Title: UNDP Contributions Account

- h. In support of the request for the balance of unpaid funding for the last quarter, the UNDP Congo 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
- i. The UNDP Congo 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.
- j. 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.
- k. The GMS provided under this SLA by IFAD to UNDP shall cover all UNDP management fees.
- l. 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.

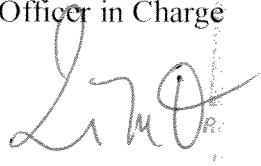
This Agreement shall enter into force upon it being signed by both UNDP Congo country office and IFAD. It may be terminated by either UNDP Congo or IFAD upon:

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

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


UNDP Congo Country Office

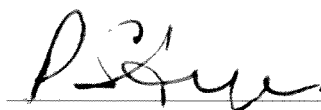
Rimtéta Ranguébaye
Officer in Charge



Date: _____

IFAD


Mohamed Béavogui
Director, Western and Central Africa Division



Date: _____

SCHEDULE 1

Statement of Receipts and Expenditure

By Category of Expense

Reporting Period from 1 January 201 to 31 December 201 in USD

Category of Expenditure	Actual Expenditure	Advance Received
Advance Received ()		X
<p data-bbox="245 703 724 853"><i>Staff recruited directly by IFAD as per paragraph 9 of amended UNDP-IFAD Agreement [refer to para 2 c (i)]</i></p> <ol style="list-style-type: none"> <li data-bbox="245 920 724 987">1. Position and budget management <li data-bbox="245 1010 724 1256">2. Recruitment and Appointment (vacancies, interviews, selection proposals, and actual appointment of selected Professional and General Service national office staff members and consultants) <li data-bbox="245 1279 724 1312">3. Contract issuance, extensions <li data-bbox="245 1335 724 1402">4. Termination, separations, retirements <li data-bbox="245 1424 724 1603">5. Administration of promotions exercises after consulting with IFAD headquarters, particularly PMD and Human Resources Division <li data-bbox="245 1626 724 1760">6. Enrolments, changes, withdrawals and pension benefits vis-à-vis UN Pension Fund <li data-bbox="245 1783 724 2007">7. Medical enrolments, administration and on-site medical services, as well as management of all types of insurance coverage, where applicable 	X	

8. Absence-Presence monitoring & management
9. Learning and development activities, including Training, workshops, seminars talent management programs and development assessment centres, after ascertaining budget availability
10. Provision of monthly HR reports on staff to IFAD headquarters
11. Review or investigation of any allegations of misconduct or behaviours contrary to the code of conduct and administration of the appropriate disciplinary, appeals procedures and administration of justice.
12. Administration of salaries, entitlements and benefits to include: salary calculations, benefits and allowances
13. Payroll processing and payment (including issuance of Payslips)
 - (i) Pension fund management (contributions, separation)
 - (ii) Payroll accounting
 - (iii) Payroll reconciliation
 - (iv) Oversight, Monitoring and Reporting
 - (v) Monthly payroll and other payment details

National Staff and Non-National Staff recruited and contracted by UNDP [refer to para 2 c (i)]:

1. Administration of salaries, entitlements and benefits to include: salary calculations, benefits and allowances
2. Payroll processing and

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payment (including issuance of Payslips)		
(vi) Pension fund management (contributions, separation)		
(vii) Payroll accounting		
(viii) Payroll reconciliation		
(ix) Oversight, Monitoring and Reporting		
(x) Monthly payroll and other payment details		
Common Services etc		
Sub Total		
7% Service Charge		
Total Expenditure		

We hereby certify that the above amounts have been paid for the proper execution of the Project in accordance with the terms and conditions of the Agreement dated August 25th, 2011 between UNDP (*country office*) and IFAD. All documentation authenticating these expenditures has been retained by UNDP and will be made available for examination in the course of the annual external audit of UNDP's Financial Statements.

Certified by: _____

Name and Title: _____

Handwritten signature

SCHEDULE 2
(Indicate year) Budget

Category of Expenditures	USD
1. Staff costs	
2. Training costs	
3. Consultants costs	
4. Cost of premises, (rental, utilities, security, cleaning, etc)	
5. Communication costs	
6. Supplies, printing, reproduction	
7. Travel costs	
8. Workshops	
9. Administration Services	
10. Furniture, Equipment and Maintenance	
Subtotal	
Service Charge (7%)	
TOTAL	USD.....

ANNEX I : *Revised* 

IT Equipment and services

Equipment or Service	Provided by:
<i>Equipment:</i>	
Computer with operating System	IFAD and maintained by UNDP Congo
Printer/Scanner/fax	IFAD and maintained by UNDP Congo
Smart phone/Blackberry	IFAD and maintained by UNDP Congo
<i>Services</i>	
Access to internet [including Network Integrity and Security, i.e. a firewall or an equivalent system]	UNDP Congo
Use of VPN client	UNDP Congo The access to the ICC VPN will be accomplished at firewall level by allowing the following port UDP-500, TCP/UDP-10000 to the list of destination IP address 193.194.138.175
Access to UNDP ATLAS	UNDP Congo
Access to IFAD intranet	IFAD
Access to IFAD applications	IFAD
Access to IFAD collaboration workspaces	IFAD
Training for IFAD applications	IFAD
<i>Technical support</i>	
Hardware/Software	UNDP Congo
Internet services	UNDP Congo
IFAD applications	IFAD

If the UNDP Congo is unable to provide the required service or service level, IFAD will make arrangements with an in-country local IT service provider. Specifications for equipment and services are provided by the IFAD IT division.

- d. General Management Services fees (GMS) of 7% apply.
- e. Alternatively, the UNDP Congo *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 Congo *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 Congo (*country office*). The corresponding amount shall be transferred in the following bank account:

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4. Other


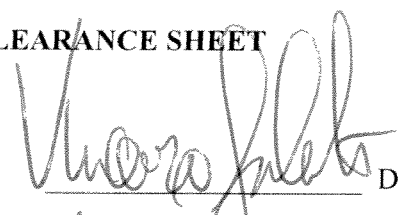
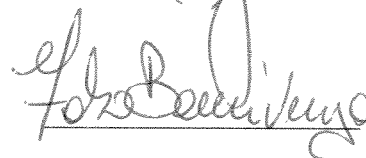

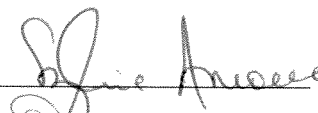
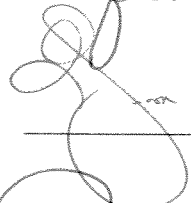


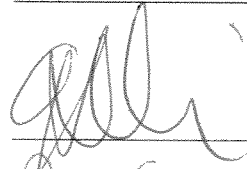

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R.M.

**COUNTRY OFFICE SERVICE LEVEL AGREEMENT
BETWEEN IFAD & UNDP/REPUBLIC OF CONGO COUNTRY OFFICE**

CLEARANCE SHEET

WCA		Bernard Hien		Date: <u>20/01/2012</u>
* ICT		Fabio Bencivenga		Date: <u>20/01/2012</u>
LEG		Sorena Vakilian		Date: <u>26 01. 2012</u>
ADM		Antonella Favia		Date: <u>25/1/2012</u>
CFS		Fiorella Nobile		Date: <u>26/1/2012</u>
HRD		Penny Henley		Date: <u>25/1/2012</u>
SEU		Antonio KAMEL		Date: <u>26/1/2012</u>

* The Annex I included in the SCA is not correct.
Please see the revised version attached to this
clearance sheet. 

NOTE: No changes from template
ICT input included -