



**PROJECT DOCUMENT**

**Curaçao**

**Project Title:** Supporting the National Development Plan (NDP) implementation and 2030 Agenda on Curaçao

**Project Number:** TBD

**Implementing Partner:** Office of the Prime Minister

**Start Date:** 2<sup>nd</sup> Jan., 2017 **End Date:** 1<sup>st</sup> Jan., 2019 **PAC Meeting date:** 1<sup>st</sup> Dec., 2017

**Brief Description**

In February, 2016 the Council of Ministers of Curaçao ratified the National Development Plan (NDP), which focuses on five priority areas: (1) education, (2) economy, (3) sustainability, (4) national identity and (5) good governance and leadership. The priorities and direction of the NDP were approved for the medium-term, with implementation of paramount importance. The NDP framework integrated four Sustainable Development Goals (SDGs): SDG 4: Quality Education; SDG 7: Affordable and Clean Energy; SDG 8: Decent Work and Economic Growth; and SDG 14: Life Under Water. These provide measurable targets rooted in local challenges, thus localizing the SDGs. In addition, the NDP also focused various aspects of nation building and capacity development.

One vital aspect regarding the implementation of the NDP is to obtain necessary ownership and legitimacy. In order to make meaningful progress, Curaçao must achieve sustainable development through reducing inequality, poverty alleviation, improving education, strengthening national identity and social cohesion, strengthening its diverse economy, focusing on and maintaining environmental sustainability, and good governance. Underpinning these goals are the following objectives: strengthening government's structure and process for implementation and creating an environment for growth, quality jobs and innovation.

Furthermore, in order to make meaningful progress, Curaçao must participate in efforts to localize and mainstream all SDGs (tied to the 2030 agenda); ensure a monitoring and evaluation framework is in place; give political support to implementation, reporting and communication; and thus, ensure implementation of all the planning instruments: the NDP, the Urgency Programme, the National Youth Action Plan and the Coalition Programme.

This project wishes to implement the NDP in close collaboration and linked to the other planning programmes (the Urgency Programme, the National Youth Action Plan and the Coalition Programme) which offers a pathway for change and resilience and bring improvements to the lives of the citizens of Curaçao.

<p><b>Contributing Outcome:</b></p> <p><b>UN MSDF Priority Area 1:</b> An Inclusive, Equitable and Prosperous Caribbean</p> <p><b>Indicative Output(s):</b> Access to quality education and life-long learning increased, for enhanced employability and sustainable economic development.</p> <p>Access to equitable social protection systems, quality services and sustainable economic opportunities improved.</p> <p><b>MSDF Priority Area SDGs:</b> 1, 4, 5, 8, 9, 10, and 16.</p>
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<b>Total resources required:</b>	\$301,760.00 USD	
<b>Total resources allocated:</b>	<b>UNDP TRAC:</b>	
	<b>Donor:</b>	
	<b>UNDP HQ:</b>	\$15,000.00
	<b>Government:</b>	\$286,760.00
<b>In-Kind:</b>		
<b>Unfunded:</b>		

**Agreed by (signatures):**

Government	UNDP	Implementing Partner
Print Name: Eugene Rhuggenaath	Print Name: Richard Blewitt	Print Name: Eugene Rhuggenaath
Date: Jan 4, 2018	Date: Jan 31, 2018	Date: Jan 4, 2018

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## **DEVELOPMENT CHALLENGE**

The development challenges that the project aims to address, align with the purpose of building a solid foundation for the sustainable development of Curaçao. By implementing the NDP in close collaboration and linked to the other planning programmes (the Urgency Programme, the National Youth Action Plan and the Coalition Programme) it can offer a pathway for change and resilience and bring improvements to the lives of the citizens of Curaçao.

### **Alignment with the global agenda**

The Government of Curaçao signed on to the Multi-Country Sustainable Development Framework (MSDF) for the Caribbean in November 2016. The Framework intends to guarantee national ownership while promoting regional synergies in the implementation of the 2030 Agenda. It primarily focuses on the priority areas for the Caribbean that further structures collaboration with the UN system. Curaçao's NDP has a framework of activities that is complimentary to the regional goals outlined in the Multi-Country Sustainable Development Framework, and supported by the groundwork in developing baseline data from the Socio-economic database.

### **Poverty and education**

The latest poverty gap index for Curaçao, as derived from the latest Census data of 2011, is 8.9%. In 2001 this was 14.8%. Furthermore, according to the Census data 25.1% persons in Curaçao live below the poverty line.

The unemployment rate for Curaçao is 13.3% (2016) while youth unemployment is at 36%.

Additionally, there are persistent difficulties in matching job opportunities with qualified candidates, requiring employers to look abroad for some vacancies. To stimulate job creation and reduce youth unemployment the education system must perform optimally. For example, there must be better linkages between the educational system and the labour market.

### **Resilience and Implementation**

Curaçao is known for its diversified economy based on five pillars (in no particular order):

- (1) Oil refining;
- (2) Tourism;
- (3) Trade, shipping and logistics;
- (4) Dry dock services; and
- (5) International (financial) services.

Next to these five pillars, entrepreneurship (SME) and the creative sector are emerging sectors which the Government is actively supporting. Although Curaçao has a diversified economy which is considered one of its strengths compared to the other Caribbean islands, these strengths have to be fortified and made more sustainable.

Since the start of the implementation of the economic pillar of the NDP, the Ministry of Economic Development has initiated work on distinct focus areas via the so called 'Tiger Teams' in order to stimulate and increase economic growth, job creation and guarantee a sustainable economic development. There are currently six Tiger Teams that are working on the following pillars of the economy:

1. Logistics and Ports
2. Tourism
3. Investment Climate
4. Investment Promotion
5. Export and
6. Innovation

Curaçao will face a 'Triple Threat' in 2019: the debt relief from the Netherlands (outcome of the negotiations during the constitutional changes) must be repaid (-2% GDP), the foreign tax rules will expire (may be mitigated by recent tax reform) and the Isla Refinery lease expires in 2019 (-5% GDP). Curaçao needs to address these within the short term and make some critical decisions in order to move forward in its development.

Institutional coordination within Ministries and capacity building are needed to strengthen public institutions. Currently plans are primarily sectorial or issue specific, each requiring the same timing and compete for the same resources.

All these factors add up to the lack of trust, lack of coherence and lack of outcomes, ultimately contributing to a lack of national identity on Curaçao.

According to the IMF Executive Board Article IV Consultation Discussions with the Kingdom of the Netherlands-Curaçao and Sint Maarten (2016); implementation of Curaçao's National Development Plan is an important step towards charting a clearer direction for strategic sectors and markets and removing impediments to private sector activity.

It is therefore essential that the Government continues with the implementation of the NDP linked to the other planning programmes to achieve concrete results in reducing inequality and alleviating poverty, improving education, strengthening national identity and social cohesion, stimulating sustainable economic growth and development, and creating more jobs while building the necessary capacity to strengthen the government's structure, process and planning, and monitoring and evaluation.

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## **STRATEGY**

The Project aims to support the implementation of the National Development Plan and 2030 Agenda on Curaçao. Specific government sustainable development outcomes include:

- Reducing inequality and poverty alleviation;
- Improving education; Strengthening national identity and social cohesion;
- Sustainable economic growth; and
- Good governance and sustainability.

The Government of Curaçao aims to achieve these sustainable development outcomes while strengthening national capacities to achieve objectives to create an environment for growth, quality jobs and innovation as well as strengthen the structure of government and its implementation processes.

This project will benefit the citizens of Curaçao through the development and implementation of improved policies and governance structures which will contribute to reducing inequality and poverty, improving education, strengthening national identities and social cohesion. More specifically the Ministries that would make up some of the key stakeholders and benefit from this project include but are not limited to, General Affairs; the Ministries of Planning; Health and Education.

The UNDP, through its core service line Democratic Governance, is well positioned to facilitate this support of the NDP implementation and 2030 Agenda in Curaçao given its commitment to and experience in supporting sustainable development, strengthening local institutional systems and capacity development at national agencies in over one hundred and seventy (170) nation states. As a collaborative partner, UNDP will provide technical expertise and international best practices as well as commit to building institutional capacity, thereby providing solid support to the Government of Curaçao for institutional strengthening. Throughout its implementation, the project will be carefully monitored and evaluated for its effectiveness in supporting the government's sustainable development

initiatives. This will ensure the sustainability and effectiveness of frameworks and policies for national sustainable development. This initiative would therefore contribute to the achievement of Human Development as well as the Sustainable Development Goals (SDGs).

The UNDP will utilise the Country Support to the National Implementation Modality (NIM) for execution of this project.

#### **Reduced inequality and poverty alleviation**

In conjunction with the UNDP Regional Bureau for Latin America and the Caribbean (RBLAC) and the Curaçao Central Statistics Bureau (CSB), capacity will be built in the areas of Result Based Management and Evidence Based Management. The PovRisk analysis tool will be utilised to assess trends in poverty on the island, as well as, the impact of mitigating government policies. Relevant statistical data from the CSB, including sex-disaggregated data, will be fed into the system. A consultant will be hired by the UNDP to conduct this analysis. A knowledge product related to evidence-based poverty alleviation policy recommendations will then be developed, with the aim to increase the number of households lifted from poverty, as well as, protect the vulnerable from falling into poverty. The knowledge product will also elaborate on best practices and highlight the way the country should proceed to improve evidence-based poverty policy.

#### **Improved education**

The vision for the outcome of improved education on Curaçao is that it should contribute to the development of society and enable people to take ownership of their lives. This outcome is intended to ensure the development, organization and safeguarding of a diversified, high quality and geographically well-dispersed supply of education services.

The Ministry of Education, Science and Culture will be engaged for the implementation of NDP and SDG education initiatives. A knowledge product will be developed with evidence-based policy recommendations. It will elaborate on best practices and identify a realistic set of education reform priorities and an implementation process, with measurable implementation indicators, which will inform the actions of the Ministry of Education, Science and Culture.

Additionally, capacity building will be provided for a new group of democratic dialogue facilitators for the Ministry of Education, Science and Culture to facilitate several dialogue sessions regarding, for example, the national dialogue on education reform. These democratic dialogues on national education reform will develop a platform of education accelerators as well as sensitise the population to the need for and structure of education reform. The UNDP Democratic Dialogue team will continue to give support, coordination and guidance throughout this process.

#### **Strengthened national identity and social cohesion**

The above outcomes would also support the engagement of NGOs, civil society, and the private sector, considering the needs of vulnerable groups on the island. The likelihood of local groups, private sector and civil society drawing on established participatory mechanisms (like public hearings, public advisory committees, integrated neighbourhood programmes) beyond the project in their normal governance process will be increased significantly if these mechanisms are institutionalised. Integrated national development planning, execution management and budgeting with a strong focus on the sustainable development of Curaçao will serve as an umbrella for promoting good governance at different levels of society. By strengthening governance capacities and bringing together government with public and private stakeholders, social cohesion will be encouraged, thereby strengthening the nation.

Such a process will also serve the purpose of assisting the private sector and civil society actors to self-organise so that, in partnership with government institutions, and the Technical Secretariat for

Sustainable Development (TSSD)<sup>1</sup>, transparency and accountability of government's policies, decision making and actions can be ensured; particularly in the economic and education domains. In turn, this will strengthen the capacity of government to respond to private sector and population demands and to provide channels for their participation (institutional and political spaces within which citizens can engage and exercise influence).

### **Strengthened government's structure and process for implementation**

A Technical Secretariat for Sustainable Development (TSSD) will be established focusing on the delivery and coordination of the government agenda and the SDGs. UNDP advice, tools and technical support services will be engaged as required to support the execution. These include but are not limited to the areas of sustainable development, governance and gender mainstreaming. The support offered by UNDP is based on the approval of the Council of Ministers (August 16 and 23, 2017) on best practices and methodologies that the UNDP Regional Bureau is currently applying with regard to the implementation of national plans and the coordination and implementation of the SDGs. This concerns the Combos methodology and the Mainstreaming Acceleration and Policy Support (MAPS), which can also be used in the short term for the implementation of the NDP. The basic principle of both methodologies is that multiple planning programmes are matched, for example, in addition to the NDP, the Coalition programme, the Urgency programme and National Youth Action Plan. A Mainstreaming, Acceleration and Policy Support (MAPS) mission will be invited from UNDP-HQ to assess national sustainable development priorities and funding against the SDGs and develop a roadmap for SDG implementation. The MAPS mission will assist Curaçao in developing targeted action plans by systematically identifying and addressing bottlenecks to SDG progress. Prior to the MAPS mission, relevant training sessions will be conducted with several stakeholders on the Combos and MAPS methodology in order to give them the basic understanding and knowledge of both methodologies and how it can be beneficial for the implementation process. A knowledge product detailing a comprehensive SDG framework for the local context, with indicators, priority projects and a Monitoring and Evaluation (M&E) framework will also be developed. This will inform the work of subordinate delivery units for specific SDG agendas.

### **Communication Strategy**

Throughout the entire project a communication strategy will be used to make the public aware of and involved in the project. Specific communication strategies are necessary for the outputs listed below:

- Communication awareness on the NDP (background, process, production, five themes; pillars and implementation);
- Communication awareness on implementation of the NDP through a Combos<sup>2</sup> approach, aligned with other national priorities; and
- Communication awareness on Agenda 2030/SDGs

The communication strategy will be done in phases: inform, involve, create commitment and accountability. Throughout the communication campaign the other planning programmes (Urgency Programme, National Youth Action Plan, and Coalition Programme) will also be linked and communicated via the efforts of on-going implementation process.

Elements used in communication include visibility, repetition, personification, application and interaction. The means used will be the traditional media (radio, television and newspapers), modern and new media (social media such as Facebook, Instagram, YouTube etc.) as well as the government

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<sup>1</sup> The Technical Secretariat for Sustainable Development (TSSD) is being established to coordinate the delivery of Output 2 to 4 and is separate from the overall management and governance of the project. The term TSSD has not been finalised and is open to change. Alignment with other existing platforms and structures will be sought.

<sup>2</sup> Combos – refers to the process of grouping development targets to provide a starting point for inter-sectoral coordination of public policies and strategies toward achieving the SDGs.

website, posters, flyers, government online communication platforms for dialogue, national and neighbourhood launch activities and use of public private press partnerships (making use of already allotted commercials, advertisements and spot etc.).

Mid-evaluations and end evaluations will be performed continuously throughout the communication campaign in order to re-adjust, improve and strengthen.

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## **RESULTS AND PARTNERSHIPS**

### ***Expected Results:***

- Strengthening of national capacities to achieve the SDGs through the production of an SDG roadmap and localised SDG framework;
- Implementation of specific policies to support the achievement of SDG 1 'no poverty', SDG 4 'quality education' and SDG 8 'decent work and economic growth'; SDG 14 'Life below water', SDG 17 Partnerships for the goals;
- Capacity building and transfer of knowledge in the areas of implementation and project oversight; and
- Enhanced national capacities in strategic planning, SDG acceleration and evidence-based management.

### ***Partnerships***

UNDP Trinidad and Tobago Multi-Country Office will partner with the Office of the Prime Minister to support the NDP implementation and 2030 Agenda on Curaçao. UNDP will use the Country Support to the National Implementation Modality (NIM) in the execution of this project and enter into a cost sharing agreement with the OPM.

### ***Risks and Assumptions:***

**Risks:** See risk log (Annex III)

### ***Assumptions:***

The expected results of the project assume that there will be a high degree of cooperation between the executing agency, and other ministries that will be involved in the Technical Secretariat for Sustainable Development (TSSD) and Combos teams. Such collaboration is necessary for the provision of timely, reliable information, as well as to support democratic dialogues and participatory governance, facilitate the communications strategy and supply civil servants for capacity building.

### ***Stakeholder Engagement***

***The following constitute the persons who are directly impacted by the project, as well as other indirectly impacted groups.***

- ***Target Groups (directly impacted):*** Cabinet, other government ministers and officials, civil society, private sector, partner agencies, NGOs and civil servants.
- ***Other Potentially Affected Groups:*** The public who benefit from the services of the government, civil society, private sector, partner agencies and NGOs.

### ***Knowledge***

This project is expected to produce the following knowledge products:

- A poverty policy recommendations report;
- Priorities for education reform with a platform of implementation accelerators;
- Roadmap for SDG implementation in Curacao;

- A localised SDG framework;
- Quarterly project update reports to the Project Board;
- Quarterly Project Expenditure Reports and a Combined Delivery Report to the OPM.

Through capacity building of civil servants in implementation and oversight skills, this project supports the transfer and dissemination of knowledge across the government system.

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## **PROJECT MANAGEMENT**

This project is aligned with the objectives and goals of the coalition-governing agreement of the newly-elected government of Curaçao 'Realising Curaçao's Maximum Potential' as well as the 2015 Curaçao National Development Plan, 'the 2030 Agenda/MSDF/SDG framework, the Urgency Programme, the National Youth Action Plan and the Coalition Program. In keeping with UNDP's policy for promoting national ownership and leadership, the project will be a Nationally Implemented Project with the support of UNDP Trinidad and Tobago Multi-Country Office and the Office of the Prime Minister, Curaçao, as the executing agency.

The project will be operationalised at the Office of the Prime Minister with the support of a UNDP Project Team. UNDP Trinidad and Tobago Multi-Country Office will utilise the Country Support to the National Implementation Modality (NIM) in project implementation, and will provide project assurance.

Financing for this project is to be sourced from funds allocated by the Office of the Prime Minister, Curaçao (OPM) to the UNDP. Project Expenditure Reports will be generated and submitted by the UNDP to the OPM on a quarterly basis or upon request. Annual Expenditure Reports, also known as Combined Delivery Reports (CDRs), will be submitted by UNDP to the OPM for review and signature in the first quarter of the following year.

As mandated by the UNDP Executive Board's cost recovery guidelines for the provision of services, UNDP will charge a seven percent (7%) General Management Support (GMS) fee on the actual cost of services delivered. This fee would contribute to the costs incurred by UNDP in the provision of technical advice, procurement and financial management services to the project. GMS fees also encompass general oversight and management functions of UNDP HQ and CO units, and include the following specific services which are provided for the project:

- Project identification, formulation and appraisal;
- Determination of execution modality and local capacity assessment;
- Briefing and de-briefing of project staff and consultants;
- General oversight and monitoring, including participation in project reviews;
- Receipt, allocation and reporting to the donor of financial resources;
- Thematic and technical backstopping; and
- Systems, IT infrastructure, branding, and knowledge transfer.

A Project Board will be set up to make all management decisions related to the project including all decisions related to directional change and timing for delivery of outputs. The Project Board shall meet quarterly. To ensure effective and efficient project management, a Project Manager will be appointed to undertake the day to day implementation of the project. The project will be audited at least once in its lifetime and will be subject to a mid-term evaluation.

The outcomes and outputs of this project will form part of UNDP's corporate programme monitoring, reporting and oversight mechanisms. Project performance will be assessed through the convening of meetings of the Project Board which will forward recommendations to the Prime Minister of Curaçao,

and the UNDP, for decisions in effecting changes or modifications to the project. The Project Board will be convened by UNDP in consultation with the OPM initially and thereafter by the OPM in collaboration with the Project Manager. Minutes of these meetings will be prepared by the Project Manager for approval by all members. A Terminal Project Review meeting will be held prior to the closure of the project. In keeping with UNDP's rules and regulations which govern auditing requirements, all UNDP projects must be audited at least once in their lifecycle. UNDP will be responsible for (i) selecting and engaging the external auditors to conduct a financial audit of the project and (ii) the coordination of the conduct of the audit activity.



**RESULTS FRAMEWORK**

Intended Outcome as stated in the MSDF 2016:

Priority Area: An Inclusive, Equitable and Prosperous Caribbean

Outcome Statements: Access to quality education and life-long learning increased, for enhanced employability and sustainable economic development.

Access to equitable social protection systems, quality services and sustainable economic opportunities improved.

Sustainable Development Goals: 1, 4, 5, 8, 9, 10, and 16.

Applicable Output(s) from the UNDP Strategic Plan: Output 1.5 – UNDP serves as a connector and generator of knowledge about development solutions (Output Indicator – 1.5.2)

Project title and Atlas Project Number: Project <>: Supporting the NDP implementation and 2030 Agenda on Curaçao

OUTPUTS	OUTPUT INDICATORS	DATA SOURCE	BASELINE		TARGETS (by frequency of data collection)						DATA COLLECTION METHODS & RISKS		
			Value	Year	Year 1	Year 2	Year 3	Year 4	Year ...	FINAL			
Output 1 Project Management	1.1 UNDP Curacao Project Team established.		0	2017								1	Project Manager, Consultants Risk: Insufficient funds
Output 2 Reduced inequality	2.1. Poverty policy report developed.	Pov.Risk analysis	0	2017	1							1	Pov.Risk analysis of CSB data Risk: Insufficient funds to hire consultant to conduct analysis and produce report. Missing data
Output 3 Improved Education	3.1 Education reform policies developed. 3.2 National dialogues (education) conducted.			2017	1							1	Risk: Difficulty in assembling policy team
Output 4 Strengthened government structure and creation of a process for implementation	4.1. Technical Secretariat for Sustainable Development established and trained 4.2 MAPS mission conducted		0	2017	3-5							3-5	Risk: Low turnout at dialogues
			0	2017	1							1	Government, UNDP Risk: Insufficient funds to increase ministerial portfolios/duties.
			0	2017	1							1	Government, UNDP Risk: Timeframe to invite mission not agreed upon

	4.3 Local SDG framework developed		0	2017	1					1	MAPS mission not conducted Risk: MAPS mission not conducted
Output 5 Creation of an environment for growth, quality jobs and innovation	5.1 Consultations on National Identity completed		Number of consultations 6 - 8	2017	6-8					6-8	UN system, Government Risk: Lack of suitably experienced personnel Insufficient funds for travel
	6.1 Monitoring and Evaluation consultant recruited.	UNDP	No. recruited: 0	2017	1					1	UNDP procurement records. Risk: Insufficient budget to hire an M&E consultant to perform this task.
Output 6 Monitoring and Evaluation	6.2 Indicators to demonstrate impact of project/programme identified.	M&E consultant	No. of measurable indicators developed: 0	2017	3-5					3-5	Established and agreed by Project Board. Project Board minutes Risk: Insufficient budget to hire an M&E consultant to perform this task.
	6.3 End of project evaluation		0, 0		1					1	Risk: Insufficient budget to hire an M&E consultant.
Output 7 Audit	7.1 Compulsory audit of the project completed.	UNDP	No. audits conducted: 0	2017	1					1	Auditors' report Risk: Insufficient funds to conduct audit.

## MONITORING AND EVALUATION

The project will be monitored by the Project Manager who will report on Output indicator progress to the Project Board on a quarterly basis. The project manager will also update the risk log on a quarterly basis. The end of project evaluation will be conducted by an external M&E consultant.

In accordance with UNDP's programming policies and procedures, the project will be monitored through the following monitoring and evaluation plans:

### Monitoring Plan

Monitoring Activity	Purpose	Frequency	Expected Action	Partners (if joint)	Cost (if any)
Track results progress	Progress data against the results indicators in the Results and Resources Framework (RRF) will be collected and analysed to assess the progress of the project in achieving the agreed outputs.	Quarterly, or in the frequency required for each indicator.	Slower than expected progress will be addressed by project management.	UNDP, OPM, PM, Project Board	
Monitor and Manage Risk	Identify specific risks that may threaten achievement of intended results. Identify and monitor risk management actions using a risk log. This includes monitoring measures and plans that may have been required as per UNDP's Social and Environmental Standards. Audits will be conducted in accordance with UNDP's audit policy to manage financial risk.	Quarterly	Risks are identified by project management and actions are taken to manage risk. The risk log is actively maintained to keep track of identified risks and actions taken.	UNDP, OPM, PM	
Learn	Knowledge, good practices and lessons will be captured regularly, as well as actively sourced from other projects and partners and integrated back into the project.	Midterm	Relevant lessons are captured by the project team and used to inform management decisions.	UNDP, OPM	
Annual Project Quality Assurance	The quality of the project will be assessed against UNDP's quality standards to identify project strengths	Midterm	Areas of strength and weakness will be reviewed by project management and used to	UNDP, OPM, Project	

	and weaknesses and to inform management decision making to improve the project.		inform decisions to improve project performance.	Board, PM	
<b>Review and Make Course Corrections</b>	Internal review of data and evidence from all monitoring actions to inform decision making.	Midterm	Performance data, risks, lessons and quality will be discussed by the project board and used to make course corrections.	UNDP, OPM	
<b>Project Report</b>	A progress report will be presented to the Project Board and key stakeholders, consisting of progress data showing the results achieved against pre-defined annual targets at the output level, the annual project quality rating summary, an updated risk long with mitigation measures, and any evaluation or review reports prepared over the period.	At the end of the project (final report)		Project Board, PM	
<b>Project Review (Project Board)</b>	The project's governance mechanism (i.e., project board) will hold regular project reviews to assess the performance of the project and review the Multi-Year Work Plan to ensure realistic budgeting over the life of the project. At the end of the project, the Project Board shall hold an end-of-project review to capture lessons learned and discuss opportunities for scaling up and to socialize project results and lessons learned with relevant audiences.	In the frequency required as indicated by the RRF, at least quarterly.	Any quality concerns or slower than expected progress should be discussed by the project board and management actions agreed to address the issues identified.	Project Board, PM, OPM, UNDP	

**Evaluation Plan**

Evaluation Title	Partners (if joint)	Related Strategic Plan Output	MSDF Outcome	Planned Completion Date	Key Evaluation Stakeholders	Cost and Source of Funding
Quarterly monitoring of project outputs	OPM/UNDP	Output 1.5/1.5.2 <sup>3</sup>	An Inclusive, Equitable and Prosperous Caribbean	At the end of each quarter	OPM/UNDP	Built into PM role and fees.
Impact evaluation one year after completion of course/programme	OPM/UNDP	Output 1.5/1.5.2	An Inclusive, Equitable and Prosperous Caribbean	One year after completion of project	OPM/UNDP	M&E Consultant

<sup>3</sup> Output 1.5 UNDP serves as a connector and generator of knowledge about development solutions. 1.5.2 Evidence of up-take by development partners of development solutions shared over the knowledge networks.

## ANNUAL WORK PLAN

EXPECTED OUTPUTS and RESULT INDICATORS	PLANNED ACTIVITIES	Planned activities by Quarter				RESPONSIBLE PARTY	PLANNED BUDGET	
		Q1	Q2	Q3	Q4		Funding Source	Budget Description Amount
<b>Output 1</b>	1.1 <sup>4</sup> Establishment of Curacao Project Team, including recruitment and hiring of the Project Manager and commitment of funds.	X				UNDP, OPM	For complete one year support	\$86,400.00 for 1 full year
<b>Output 2</b> <i>Reduced inequality</i>	2.1 Produce policy options report with recommendations on poverty trends in Curacao		X			UNDP, RBLAC, Curacao Central Statistics Bureau (CSB), Consultant	PovRisk to be funded by UNDP HQ \$15,000.00	
<b>Output 3</b> <i>Improved Education</i>	3.1 Support and coordination for Democratic Dialogues on Education 3.2 Identify and develop accelerators on education reform <sup>5</sup> 3.3 Develop measurable education reform priorities 4.1 Establish TSSD <sup>6</sup> for delivery and coordination of government agenda and SDGs.		X	X	X	Consultant, Project Team Consultant, Project Team		\$10,000.00 \$9,000.00 \$10,000.00 \$10,000.00
<b>Output 4</b>		X				Project Team, OPM		

<sup>4</sup> The UNDP Project team will give support via technical assistance, coordination and collaboration throughout all the outputs for the period of 1 year. The Project Manager is the only member of the project team costed in this Workplan. Other members of the project team will typically be made up of support staff, who can be co-opted from other Ministries to support in the delivery of the Outputs. The decision to recruit and contract additional support staff has to be made by the Project Board and appropriate funding would need to be allocated to cover this cost.

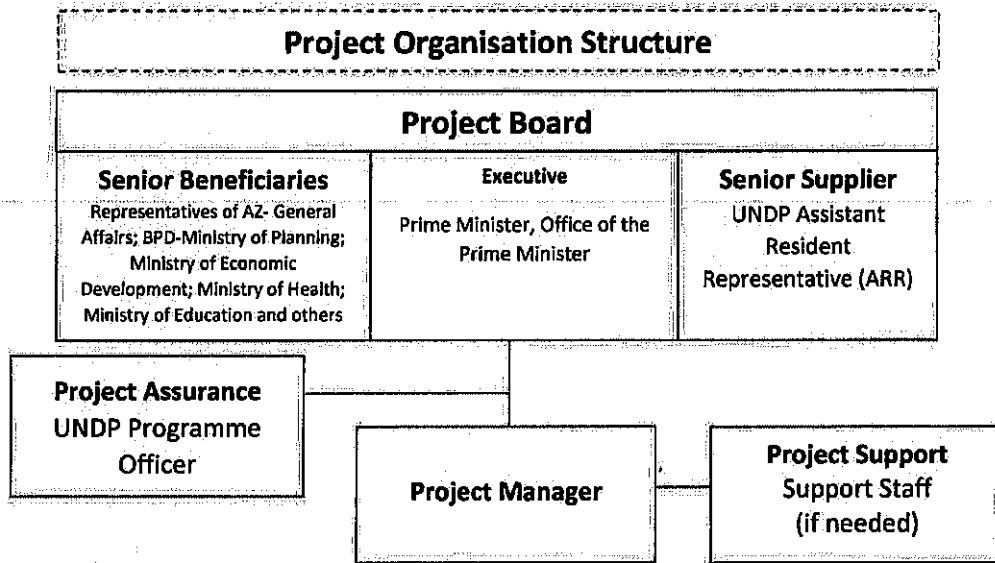
<sup>5</sup> Accelerators can be defined as the priority areas, synergies, partnerships and any other factors that need to be identified, coordinated and mapped out (referring to a process) to achieve the most appropriate path to achieving the defined objective in the shortest possible timeframe.

<sup>6</sup> The Technical Secretariat for Sustainable Development (TSSD) is being established to coordinate the delivery of Output 2 to 4 and is separate from the overall management and governance of the project. The term TSSD has not been finalised and is open to change. Alignment with other existing platforms and structures will be sought.

<b>Strengthened government structure and creation of a process for implementation</b>	4.2 Engage UNDP advice and tools as required to support execution	X	X				PM, organisational consultant, technical planning consultant	\$11,600.00
	4.3 Invite MAPS mission to assess SDGs against national priorities	X	X				UNDP HQ resources, Project Team, OPM	\$30,000.00
	4.4 Develop comprehensive SDG framework with localised context, indicators, priority projects and M&E			X			Consultant	\$20,000.00
	4.5 Assist with subordinate delivery units for specific SDG agendas			X	X		Consultant, Project Team	\$10,000.00
	4.6 Develop implementation and oversight capacity in government staff			X	X		Consultant	\$25,000.00
	<b>Output 5</b> <i>Creation of an environment for growth, quality jobs and innovation</i>		X	X	X		UNDP, PM, Project Team	\$31,000.00
<b>Output 6</b> <b>Monitoring and Evaluation</b>	6.1 Monitoring and Evaluation consultant recruited.			X		UNDP, PM	\$10,000.00	
	6.2 Indicators to demonstrate impact of project/programme identified.				X	UNDP, PM		
	6.3 End of project evaluation				X	Consultant, PM, UNDP		
<b>Output 7</b> <b>Audit</b>	Audit of the project						\$5,000.00	
<b>Subtotal</b>							\$268,000.00	
<b>General Management Support 7%</b>							\$18,760.00	

<sup>7</sup> In keeping with UNDP's rules and regulations which govern auditing requirements, all UNDP projects must be audited at least once in their lifecycle. UNDP will be responsible for (i) selecting and engaging the external auditors to conduct a financial audit of the project and (ii) the coordination of the conduct of the audit activity.

## GOVERNANCE AND MANAGEMENT ARRANGEMENTS



The roles and responsibilities of the parties are listed below:

### **Project Board:**

1. Makes decisions on major project changes;
2. Provides approval to move to different phases of the project;
3. Oversees project implementation on a quarterly basis via reports/updates from Project Manager; and
4. Scheduling and convening of Project Board meeting on a quarterly basis at minimum and/or when required.

### **Executing Agency – The Office of the Prime Minister of Curaçao:**

1. Obtain and allocate resources for the project in a timely manner;
  2. Certification of annual expenditure reports prepared by UNDP;
  3. Chair Project Board meetings;
  4. Participate in monitoring and evaluation of project;
  5. Collaborate with UNDP in drafting Terms of Reference where necessary;
  6. Take responsibility for administrative arrangements to facilitate working arrangements for project personnel;
  7. Ensuring all stakeholders understand the project rationale, objective, change theory and implementation mechanism; and
  8. Revisiting the project's Theory of Change, that is, how the project outputs are expected to translate into intended outcomes and the sequence necessary for this to happen effectively.
- When project implementation personnel are recruited after the project, sessions should be held



with new staff to ensure that all key personnel are on the same page and have the same understanding of the project design and implementation.

**UNDP - Senior Supplier:**

To facilitate implementation of the project, the UNDP Multi-Country Office for Trinidad and Tobago, Suriname, Aruba, Curaçao and Sint Maarten will provide the following services in accordance with UNDP procedures:

1. Recruitment and contracting of the Project Manager in consultation with the Office of the Prime Minister (OPM);
2. Recruitment and contracting of experts in consultation with the Executing Agency, the OPM. The OPM will liaise with UNDP on any matters of concern;
3. Participate in meetings of the Project Board;
4. Provide thematic and technical backstopping;
5. Participate with the OPM in joint supervision of the experts;
6. Regularly review the status of project objectives, activities, outputs, risks and emerging issues and when necessary, convey concerns to relevant parties; and
7. Financial management of the project and preparation of financial reports to be supplied each quarter;
8. Scheduling and coordination of Audit activities.

**Project Manager:**

1. Manage the activities which are required to achieve project outputs;
2. Provide direction and guidance to project team /responsible parties;
3. Liaise with the Project Board to ensure overall direction and integrity of the project;
4. Responsible for project administration;
5. Liaise with UNDP Programme Officer and Project Senior Supplier;
6. Prepare quarterly and annual reports;
7. Manage project consultants;
8. Ensure M&E activities are conducted as indicated in the Project Document;
9. Liaise with Government on financial matters; and
10. Schedule, convene and take minutes of the Project Board meetings on a quarterly basis or as necessary.

**Project Support Staff (if necessary)**

Project support staff will typically be sourced from the existing Ministries in Curacao that are both stakeholders and beneficiaries of this project. Persons could be co-opted as and when necessary based on internal agreements/arrangements between Ministries.

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## LEGAL CONTEXT

The project document shall be the instrument envisaged in the Supplemental Provisions to the Project Document, attached hereto.

Consistent with the above mentioned Supplemental Provisions, the responsibility for the safety and security of the executing agency and its personnel and property, and of UNDP's property in the executing agency's custody, rests with the executing agency.

The executing agency shall:

- a) put in place an appropriate security plan and maintain the security plan, taking into account the security situation in the country where the project is being carried;
- b) assume all risks and liabilities related to the executing agency's security, and the full implementation of the security plan.

UNDP reserves the right to verify whether such a plan is in place, and to suggest modifications to the plan when necessary. Failure to maintain and implement an appropriate security plan as required hereunder shall be deemed a breach of this agreement.

The executing agency agrees to undertake all reasonable efforts to ensure that none of the UNDP funds received pursuant to the Project Document are used to provide support to individuals or entities associated with terrorism and that the recipients of any amounts provided by UNDP hereunder do not appear on the list maintained by the Security Council Committee established pursuant to resolution 1267 (1999). The list can be accessed via <http://www.un.org/Docs/sc/committees/1267/1267ListEng.htm>. This provision must be included in all sub-contracts or sub-agreements entered into under this Project Document.

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## ANNEXES

- I. **Standard Annex to Project Documents for use in countries which are not parties to the Standard Basic Assistance Agreement (SBAA)**
- II. **Cost Sharing Agreement between the UNDP and Office of the Prime Minister**
- III. **Project Risk Log**
- IV. **Terms of Reference for Project Board and Project Manager<sup>8</sup>**

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<sup>8</sup> These are the TOR templates that must be finalised and accepted. In the case of the TOR for the Project Board, this is usually done at the first meeting of the Project Board and recorded in the minutes. There must be agreement on the TOR for the project manager by the project board prior to the contracting of the Project Manager.

## Annex I

### Standard annex to project documents for use in countries which are not parties to the Standard Basic Assistance Agreement (SBAA)

Standard Text: Supplemental Provisions to the Project Document:

#### **The Legal Context**

#### **General responsibilities of the Government of Curaçao, UNDP and the Office of the Prime Minister of Curaçao.**

1. All phases and aspects of UNDP assistance to this project shall be governed by and carried out in accordance with the relevant and applicable resolutions and decisions of the competent United Nations organs and in accordance with UNDP's policies and procedures for such projects, and subject to the requirements of the UNDP Monitoring, Evaluation and Reporting System.
2. The Government shall remain responsible for this UNDP-assisted development project and the realization of its objectives as described in this Project Document.
3. Assistance under this Project Document being provided for the benefit of the Government and the people of Curaçao, the Government shall bear all risks of operations in respect of this project.
4. The Government shall provide to the project the national counterpart personnel, training facilities, land, buildings, equipment and other required services and facilities. It shall designate the Government Co-operating Agency named in the cover page of this document (hereinafter referred to as the "Co-operating Agency"), which shall be directly responsible for the implementation of the Government contribution to the project.
5. The UNDP undertakes to complement and supplement the Government participation and will provide through the Executing Agency the required expert services, training, equipment and other services within the funds available to the project.
6. Upon commencement of the project the Executing Agency shall assume primary responsibility for project execution and shall have the status of an independent contractor for this purpose. However, that primary responsibility shall be exercised in consultation with UNDP and in agreement with the Co-operating Agency. Arrangements to this effect shall be stipulated in the Project Document as well as for the transfer of this responsibility to the Government or to an entity designated by the Government during the execution of the project.
7. Part of the Government's participation may take the form of a cash contribution to UNDP. In such cases, the Executing Agency will provide the related services and facilities and will account annually to the UNDP and to the Government for the expenditure incurred.

#### (a) Participation of the Government

1. The Government shall provide to the project the services, equipment and facilities in the quantities and at the time specified in the Project Document. Budgetary provision, either in kind or in cash, for the Government's participation so specified shall be set forth in the Project Budgets.

2. The Co-operating Agency shall, as appropriate and in consultation with the Executing Agency, assign a director for the project on a full-time basis. He shall carry out such responsibilities in the project as are assigned to him by the Co-operating Agency.
3. The estimated cost of items included in the Government contribution, as detailed in the Project Budget, shall be based on the best information available at the time of drafting the project proposal. It is understood that price fluctuations during the period of execution of the project may necessitate an adjustment of said contribution in monetary terms; the latter shall at all times be determined by the value of the services, equipment and facilities required for the proper execution of the project.
4. Within the given number of man-months of personnel services described in the Project Document, minor adjustments of individual assignments of project personnel provided by the Government may be made by the Government in consultation with the Executing Agency, if this is found to be in the best interest of the project. UNDP shall be so informed in all instances where such minor adjustments involve financial implications.
5. The Government shall continue to pay the local salaries and appropriate allowances of national counterpart personnel during the period of their absence from the project while on UNDP fellowships.
6. The Government shall defray any customs duties and other charges related to the clearance of project equipment, its transportation, handling, storage and related expenses within the country. It shall be responsible for its installation and maintenance, insurance, and replacement, if necessary, after delivery to the project site.
7. The Government shall make available to the project - subject to existing security provisions - any published and unpublished reports, maps, records and other data which are considered necessary to the implementation of the project.
8. Patent rights, copyright rights and other similar rights to any discoveries or work resulting from UNDP assistance in respect of this project shall belong to the UNDP. Unless otherwise agreed by the Parties in each case, however, the Government shall have the right to use any such discoveries or work within the country free of royalty and any charge of similar nature.
9. The Government shall assist all project personnel in finding suitable housing accommodation at reasonable rents.
10. The services and facilities specified in the Project Document which are to be provided to the project by the Government by means of a contribution in cash shall be set forth in the Project Budget. Payment of this amount shall be made to the UNDP in accordance with the Schedule of Payments by the Government.
11. Payment of the above-mentioned contribution to the UNDP on or before the dates specified in the Schedule of Payments by the Government is a prerequisite to commencement or continuation of project operations.

(b) Participation of the UNDP and the executing agency

1. The UNDP shall provide to the project through the Executing Agency the services, equipment and facilities described in the Project Document. Budgetary provision for the UNDP contribution as specified shall be set forth in the Project Budget.

2. The Executing Agency shall consult with the Government and UNDP on the candidature of the Project Manager a/ who, under the direction of the Executing Agency, will be responsible in the country for the Executing Agency's participation in the project. The Project Manager shall supervise the experts and other agency personnel assigned to the project, and the on-the-job training of national counterpart personnel. He shall be responsible for the management and efficient utilization of all UNDP-financed inputs, including equipment provided to the project.
3. The Executing Agency, in consultation with the Government and UNDP, shall assign international staff and other personnel to the project as specified in the Project Document, select candidates for fellowships and determine standards for the training of national counterpart personnel.
4. Fellowships shall be administered in accordance with the fellowships regulations of the Executing Agency.

*a/ May also be designated Project Co-ordinator or Chief Technical Adviser, as appropriate.*

5. The Executing Agency may, in agreement with the Government and UNDP, execute part or all of the project by subcontract. The selection of subcontractors shall be made, after consultation with the Government and UNDP, in accordance with the Executing Agency's procedures.
6. All material, equipment and supplies which are purchased from UNDP resources will be used exclusively for the execution of the project, and will remain the property of the UNDP in whose name it will be held by the Executing Agency. Equipment supplied by the UNDP shall be marked with the insignia of the UNDP and of the Executing Agency.
7. Arrangements may be made, if necessary, for a temporary transfer of custody of equipment to local authorities during the life of the project, without prejudice to the final transfer.
8. Prior to completion of UNDP assistance to the project, the Government, the UNDP and the Executing Agency shall consult as to the disposition of all project equipment provided by the UNDP. Title to such equipment shall normally be transferred to the Government, or to an entity nominated by the Government, when it is required for continued operation of the project or for activities following directly there from. The UNDP may, however, at its discretion, retain title to part or all of such equipment.
9. At an agreed time after the completion of UNDP assistance to the project, the Government and the UNDP, and if necessary the Executing Agency, shall review the activities continuing from or consequent upon the project with a view to evaluating its results.
10. UNDP may release information relating to any investment oriented project to potential investors, unless and until the Government has requested the UNDP in writing to restrict the release of information relating to such project.

#### **Rights, Facilities, Privileges and Immunities**

1. In accordance with the Agreement concluded by the United Nations Development Programme (UNDP) and the Government concerning the provision of assistance by UNDP, the personnel of UNDP and other United Nations Organizations associated with the project shall be accorded rights, facilities, privileges and immunities specified in said Agreement.
2. The Government shall grant UN volunteers, if such services are requested by the Government, the same rights, facilities, privileges and immunities as are granted to the personnel of UNDP.

3. The Executing Agency's contractors and their personnel (except nationals of the host country employed locally) shall:
  - (a) Be immune from legal process in respect of all acts performed by them in their official capacity in the execution of the project;
  - (b) Be immune from national service obligations;
  - (c) Be immune together with their spouses and relatives dependent on them from immigration restrictions;
  - (d) Be accorded the privileges of bringing into the country reasonable amounts of foreign currency for the purposes of the project or for personal use of such personnel, and of withdrawing any such amounts brought into the country, or in accordance with the relevant foreign exchange regulations, such amounts as may be earned therein by such personnel in the execution of the project;
  - (e) Be accorded together with their spouses and relatives dependent on them the same repatriation facilities in the event of international crisis as diplomatic envoys.
  
4. All personnel of the Executing Agency's contractors shall enjoy inviolability for all papers and documents relating to the project.
  
5. The Government shall either exempt from or bear the cost of any taxes, duties, fees or levies which it may impose on any firm or organization which may be retained by the Executing Agency and on the personnel of any such firm or organization, except for nationals of the host country employed locally, in respect of:
  - (a) The salaries or wages earned by such personnel in the execution of the project;
  - (b) Any equipment, materials and supplies brought into the country for the purposes of the project or which, after having been brought into the country, may be subsequently withdrawn therefrom;
  - (c) Any substantial quantities of equipment, materials and supplies obtained locally for the execution of the project, such as, for example, petrol and spare parts for the operation and maintenance of equipment mentioned under (b), above, with the provision that the types and approximate quantities to be exempted and relevant procedures to be followed shall be agreed upon with the Government and, as appropriate, recorded in the Project Document; and
  - (d) As in the case of concessions currently granted to UNDP and Executing Agency's personnel, any property brought, including one privately owned automobile per employee, by the firm or organization or its personnel for their personal use or consumption or which after having been brought into the country, may subsequently be withdrawn therefrom upon departure of such personnel.
  
6. The Government shall ensure:
  - (a) prompt clearance of experts and other persons performing services in respect of this project; and
  - (b) the prompt release from customs of:
    - (i) equipment, materials and supplies required in connection with this project; and
    - (ii) property belonging to and intended for the personal use or consumption of the personnel of the UNDP, its Executing Agencies, or other persons performing services on their behalf in respect of this project, except for locally recruited personnel.
  
7. The privileges and immunities referred to in the paragraphs above, to which such firm or organization and its personnel may be entitled, may be waived by the Executing Agency where, in its opinion or in the opinion of the UNDP, the immunity would impede the course of justice and

can be waived without prejudice to the successful completion of the project or to the interest of the UNDP or the Executing Agency.

8. The Executing Agency shall provide the Government through the resident representative with the list of personnel to whom the privileges and immunities enumerated above shall apply.
9. Nothing in this Project Document or Annex shall be construed to limit the rights, facilities, privileges or immunities conferred in any other instrument upon any person, natural or juridical, referred to hereunder.

#### **Suspension or termination of assistance**

1. The UNDP may by written notice to the Government and to the Executing Agency concerned suspend its assistance to any project if in the judgement of the UNDP any circumstance arises which interferes with or threatens to interfere with the successful completion of the project or the accomplishment of its purposes. The UNDP may, in the same or a subsequent written notice, indicate the conditions under which it is prepared to resume its assistance to the project. Any such suspension shall continue until such time as such conditions are accepted by the Government and as the UNDP shall give written notice to the Government and the Executing Agency that it is prepared to resume its assistance.
2. If any situation referred to in paragraph 1, above, shall continue for a period of fourteen days after notice thereof and of suspension shall have been given by the UNDP to the Government and the Executing Agency, then at any time thereafter during the continuance thereof, the UNDP may by written notice to the Government and the Executing Agency terminate the project.
3. The provisions of this paragraph shall be without prejudice to any other rights or remedies the UNDP may have in the circumstances, whether under general principles of law or otherwise.

**Annex II**

**Cost Sharing Agreement between the Office of the Prime Minister and the UNDP**

**COST-SHARING AGREEMENT BETWEEN THE UNITED NATIONS  
DEVELOPMENT PROGRAMME AND THE OFFICE OF THE PRIME MINISTER**

WHEREAS the United Nations Development Programme (hereinafter referred to as "UNDP") and the Office of the Prime Minister of Curacao (hereinafter referred to as "the Office of the Prime Minister") have agreed to co-operate in the implementation of a project in Curacao (hereinafter referred to as "the Project"), as described in the Project Document [Project no. <> *Supporting the NDP implementation and 2030 Agenda on Curacao, for information*].

WHEREAS the Office of the Prime Minister has informed UNDP of its willingness to contribute funds (hereinafter referred to as "the Contribution") to the UNDP on a cost-sharing basis to increase the resources available for the Project;

WHEREAS the UNDP shall designate an Implementing Partner for the implementation of each Project financed from the contribution (hereinafter referred to as "Implementing Partner")

**NOW THEREFORE**, UNDP and the Office of the Prime Minister hereby agree as follows:

**Article I**

1. The Office of the Prime Minister shall, in the manner referred to in paragraph 2 of this Article, place at the disposal of UNDP the Contribution of \$286,760.00 USD.
2. The Office of the Prime Minister, shall, in accordance with the schedule of payments set out below, deposit the Contribution in UNDP's contribution account at the:

**UNDP Contributions Account, #36349562**  
**Citibank N.A.**  
**111 Wall Street**  
**New York, NY 10043**  
**ABA/ACH Routing Number: 021000089**  
**SWIFT: CITIUS33**  
**(In making the deposit please identify the project number)**

<b>Date payments due</b>	<b>Among USD\$</b>
22 <sup>nd</sup> January 2018	\$172,056.00
22 <sup>nd</sup> May 2018	\$114,704.00

<sup>1</sup> Please note that the currency of the bank account should be the same as the currency of the contribution.



3. The Office of the Prime Minister will inform UNDP when the Contribution is paid via an e-mail with remittance information to [contributions@undp.org](mailto:contributions@undp.org), providing the following information: Institution's name, UNDP country office, [Project no. <>] *Supporting the NDP implementation and 2030 Agenda on Curacao* reference (if available). This information should also be included in the bank remittance advice when funds are remitted to UNDP.

4. The value of the payment, 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 utilisation 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 Office of the Prime Minister with a view to determining whether any further financing could be provided by the Office of the Prime Minister. Should such further financing not be available, the assistance to be provided to the Project may be reduced, suspended or terminated by UNDP. UNDP will notify the Office of the Prime Minister in writing within a reasonable time in such case.

5. The above schedule of payments<sup>2</sup> takes into account the requirement that Contributions shall be paid in advance of the implementation of planned activities. It may be amended to be consistent with the progress of project delivery.

6. All financial accounts and statements shall be expressed in United States dollars.

7. UNDP may agree to accept Contributions in a currency other than United States dollars provided such currency is fully convertible or readily usable by UNDP and subject to the provisions of paragraph 6 above. Any change in the currency of the Contribution shall be made only in written agreement with UNDP.

8. Any interest revenue attributable to the Contribution shall be credited to the UNDP Account and shall be utilised in accordance with established UNDP procedures.

## Article II

1. In accordance with the decisions and directives of UNDP's Executive Board reflected in its Policy on Cost Recovery from Other Resources, the Contribution shall be subject to cost recovery for indirect costs incurred by UNDP headquarters and country office structures in providing General Management Support (GMS) services. To cover these GMS costs, the Contribution shall be charged a fee equal to 7%. Furthermore, as long as they are unequivocally linked to the specific project(s), all direct costs of implementation, including the costs of implementing partner, will be identified in the project budget against a relevant budget line and borne by the project accordingly.

2. The aggregate of the amounts budgeted for the project, together with the estimated costs of reimbursement of related support services, shall not exceed the total resources available to the project under this Agreement as well as funds which may be available to the project for project costs and for support costs under other sources of financing.

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<sup>2</sup> It is recommended that country offices negotiate the number of instalments to ensure at least six months anticipated disbursements are funded with each instalment. This will make processing of contributions and reporting more efficient for the country offices.

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### **Article III**

1. The Contribution shall be administered by the UNDP in accordance with UNDP regulations, rules, policies and procedures, applying its normal procedures for the execution of its projects.
2. Project management and expenditures shall be governed by the regulations, rules, policies and procedures of UNDP and, where applicable, the regulations, rules, policies and procedures of the Implementing Partner.

### **Article IV**

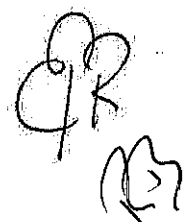
1. The implementation of the responsibilities of the UNDP and of the Implementing Partner pursuant to this Agreement and the relevant project document shall be dependent on receipt by the UNDP of the Contribution in accordance with the schedule of payments set out in Article 1, paragraph 2, above. UNDP shall not start implementation of the activities prior to receiving the Contribution or the first tranche of the Contribution (if applicable).
2. If unforeseen increases in expenditures or commitments are expected or realised (whether due to inflationary factors, fluctuation in exchange rates or unforeseen contingencies) UNDP shall submit to the Office of the Prime Minister on a timely basis a supplementary estimate showing the further financing that will be necessary. The Office of the Prime Minister shall use its best endeavours to make available to UNDP the additional funds required.
3. If the Contribution referred to in Article 1, paragraph 2, above, are not received in accordance with the payment schedule, or if the additional financing required in accordance with paragraph 2, above, is not forthcoming from the Office of the Prime Minister or other sources, the assistance to be provided to the Project under this Agreement may be reduced, suspended or terminated by UNDP.

### **Article V**

Ownership of equipment, supplies and other property financed from the Contribution shall vest in UNDP. Matters relating to the transfer of ownership by UNDP shall be determined in accordance with the relevant policies and procedures of UNDP.

### **Article VI**

The Contribution shall be subject exclusively to the internal and external auditing procedures provided for in the financial regulations, rules, policies and procedures of UNDP.



#### **Article VII**

UNDP shall provide the Office of the Prime Minister on request, with financial and other reports prepared in accordance with UNDP reporting procedures.

#### **Article VIII**

1. UNDP shall notify the Office of the Prime Minister immediately when all activities relating to the Project have been completed in accordance with the Project Document.
2. Notwithstanding the completion of all activities relating to the Project, UNDP shall continue to hold unutilised funds within a reasonable time from the Contribution until all commitments and liabilities incurred in implementation of the activities finance by the Contribution have been satisfied and these activities brought to an orderly conclusion.
3. If the unutilised funds prove insufficient to meet such commitments and liabilities, UNDP shall notify the Office of the Prime Minister in writing and consult with the Office of the Prime Minister on the manner in which such commitments and liabilities may be satisfied.
4. Any funds that remain unexpended after all commitments and liabilities have been satisfied shall be reallocated by UNDP after consultation with the Office of the Prime Minister.

#### **Article IX**

1. After consultations have taken place between the two Parties to this Agreement and provided that the funds from the Contribution already received are, together with other funds available to the Project, sufficient to meet all commitments and liabilities incurred in the implementation of the Project, this Agreement may be terminated by UNDP or by the Office of the Prime Minister. The Agreement shall cease to be in force thirty (30) days after either of the Parties may have given notice in writing to the other Party of its decision to terminate the Agreement.

#### **Article X**

Any notice or correspondence between UNDP and the Office of the Prime Minister will be addressed as follows:

- a) To the Office of the Prime Minister:

The Honourable Mr. Eugene Rhuggenaath  
Prime Minister of Curaçao  
Fort Amsterdam 17 Willemstad, Curaçao

Handwritten signature and initials, possibly 'E.R.' and 'R.S.', in the bottom right corner of the page.

- b) Office of the Prime Minister address provided below as confirmation that the remitted funds have been received by UNDP:

Office of the Prime Minister (email address): deva-dee.sillee@gobiernu.cw

Attention: Mrs. Deva-Dee Sillee,  
Policy Advisor, Ministry of General Affairs, Cabinet of the Minister

- c) To UNDP:

Mr. Richard Blewitt  
UNDP Resident Representative and UN Regional Coordinator,  
Trinidad and Tobago, Suriname, Curacao and Sint Maarten  
United Nations Development Programme  
UN House  
3A Chancery Lane  
Port of Spain  
Trinidad and Tobago

#### Article XI

The Agreement may be amended through an exchange of letters between the Office of the Prime Minister and UNDP. The letters exchanged to this effect shall become an integral part of the Agreement.

#### Article XII

Nothing on this Agreement shall be understood as a waiver of privileges and immunities of the United Nations (under the provisions of the 1946 United Nations Convention on the Privileges and Immunities of the United Nations) of which UNDP is an integral part..

#### Article XIII

1. The parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of, or relating to this agreement or the breach, termination or invalidity thereof. Where the parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with UNCITRAL Conciliation Rules then obtaining, or according to such procedure as may be agreed between the parties.
2. Any dispute, controversy or claim between the Parties arising out of or relating to this agreement or the breach, termination or invalidity thereof, unless settled amicably under the preceding paragraph within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement, shall be referred by either party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The arbitral tribunal shall have no authority to award punitive damages. The parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

#### Article XIV

Handwritten signature and initials in the bottom right corner of the page.

This Agreement shall enter into force upon the signature of this Agreement by Parties hereto, on the date of the last signature. Both signature dates must be written at the indicated places below.

**IN WITNESS WHEREOF**, the undersigned, being duly authorised thereto, have signed the present Agreement in the English language in two copies.

Signed by )  
For the Office of the Prime Minister )  
Name: the Honourable Eugene Rhuggenaath )  
Title: Prime Minister of Curaçao )  
Date: *January 4, 2018* )  
Place: *Willemstad, Curaçao* )



Signed by )  
For the United Nations Development Programme )  
Name: Mr. Richard Blewitt )  
Title: Resident Representative, Trinidad and Tobago )  
Suriname, Aruba, Curaçao and Sint Maarten )  
Date: *JANUARY 8, 2018* )  
Place: *PORT OF SPAN, TRINIDAD & TOBAGO* )





### ANNEX III: OFFLINE RISK LOG

(see *Deliverable Description* for the Risk Log regarding its purpose and use)

Project Title: Supporting the NDP Implementation and 2030 Agenda on Curaçao		Award ID:		Date:					
Description	Date Details	Impact	Probability	Owner	Summary	Status			
1	Difficulty in acquiring the funding from the Netherlands and transfer of funds for the next phase of the project	June 1 <sup>st</sup> , 2017	Financial Political	P=3 I=5	Intervention via the PM of Curaçao, lobby work via the UNDP Resident Representative/ and key local stakeholders with strong ties to the Dutch government.	Office of the Prime Minister	PM/Adviser of the PM Who submitted the risk	September 26, 2017 When was the status of the risk last checked	Reducing: indications that fund will be transferred directly to the Curaçao government e.g. dead, reducing, increasing, no change  (in Atlas, use the Management Response box)
2	Late start of NDP implementation	August 17, 2017	Operational Organizational Political	P=4 I=4	Achieve some quick wins via Pov. Risk tool and dialogues on Poverty issue and try to gain trust.	PM/UNDP TT/Office of the PM	PM/Adviser of the PM/external consultant	September 26, 2017	Reducing: Education will start on October 6, 2017 with implementation of the NDP via several democratic dialogues
3	No political commitment for the implementation of the NDP	June 1 <sup>st</sup> , 2017	Political Organizational Strategic	P=3 I=5	Lobby and strategic intervention with the Ministers and by dividing the NDP themes equally among the current political coalition partners.	Adviser/Office of the PM	PM/ Adviser of the PM	September 26, 2017	Reducing: with the approval of Council of Ministers on August 16 and 23, 2017 where each Minister (from the three political coalition parties has been appointed an NDP theme for implementation).
4	No communication trajectory for the NDP	March 1 <sup>st</sup> , 2017	Operational Organizational	P=3 I=4	Find and allocate additional local funds for the communication trajectory.	PM/UNDP TT/ Communication Expert of MED	PM/Communication Expert of MED	September 26, 2017	No change: no additional funds have been acquired. No indication for additional funds to be allocated.

## Annex IV: Project Board and Project Manager Terms of Reference



### UNITED NATIONS DEVELOPMENT PROGRAMME TERMS OF REFERENCE PROJECT BOARD

**Post Title:** Project Board  
**Agency:** UNDP, Office of the Prime Minister, AZ, BPD, MEO, OWCS, GMN  
**Duty Station:** Curacao

The Project Board is the group responsible for making by consensus management decisions for a project when guidance is required by the Project Manager, including recommendation for UNDP/Implementing Partner approval of project plans and revisions. In order to ensure UNDP's ultimate accountability, Project Board decisions should be made in accordance to standards<sup>1</sup> that shall ensure best value to money, fairness, integrity transparency and effective international competition. In case a consensus cannot be reached, final decision shall rest with the UNDP Programme Manager. Project reviews by this group are made at designated decision points during the running of a project, or as necessary when raised by the Project Manager. This group is consulted by the Project Manager for decisions when PM tolerances (normally in terms of time and budget) have been exceeded.

Based on the approved annual work plan (AWP), the Project Board may review and approve project quarterly plans when required and authorizes any major deviation from these agreed quarterly plans. It is the authority that signs off the completion of each quarterly plan as well as authorizes the start of the next quarterly plan. It ensures that required resources are committed and arbitrates on any conflicts within the project or negotiates a solution to any problems between the project and external bodies. In addition, it approves the appointment and responsibilities of the Project Manager and any delegation of its Project Assurance responsibilities.

#### *Defining a project*

- Review and approve the Initiation Plan (To be developed by Project Manager (PM) in collaboration with key stakeholders)

#### *Initiating a project*

- Agree on Project Manager's responsibilities, as well as the responsibilities of the other members of the Project Management team;
- Delegate any Project Assurance function as appropriate;
- Review the Progress Report for the Initiation Stage (if an Initiation Plan was required);
- Review and appraise detailed Project Plan and AWP, including Atlas reports covering activity definition, quality criteria, issue log, updated risk log and the monitoring and

<sup>1</sup> UNDP Financial Rules and Regulations: Chapter E, Regulation 16.05: a) The administration by executing entities or, under the harmonized operational modalities, implementing partners, of resources obtained from or through UNDP shall be carried out under their respective financial regulations, rules, practices and procedures only to the extent that they do not contravene the principles of the Financial Regulations and Rules of UNDP. b) Where the financial governance of an executing entity or, under the harmonized operational modalities, implementing partner, does not provide the required guidance to ensure best value for money, fairness, integrity, transparency, and effective international competition, that of UNDP shall apply.

communication plan.

*Running a project*

- Provide overall guidance and direction to the project, ensuring it remains within any specified constraints;
- Address project issues as raised by the Project Manager;
- Provide guidance and agree on possible countermeasures/management actions to address specific risks;
- Agree on Project Manager's tolerances in the Annual Work Plan and quarterly plans when required;
- Conduct regular meetings to review the Project Quarterly Progress Report and provide direction and recommendations to ensure that the agreed deliverables are produced satisfactorily according to plans (related to the monitoring of the project).
- Review Combined Delivery Reports (CDR) prior to certification by the Implementing Partner;
- Appraise the Project Annual Review Report, make recommendations for the next AWP (where applicable);
- Review and approve end project report, make recommendations for follow-on actions;
- Provide ad-hoc direction and advice for exception situations when project manager's tolerances are exceeded;
- Assess and decide on project changes through revisions;

*Closing a project*

- Assure that all Project deliverables have been produced satisfactorily (accepting justifications where they have not been);
- Review and approve the Final Project Review Report, including Lessons-learned;
- Make recommendations for follow-on actions;
- Commission project evaluation (only when required by partnership agreement)
- Notify operational completion of the project to all project stakeholders.

**Operational Distinction**

**Corporate Competencies:**

- Demonstrates commitment to UNDP's mission, vision and values.
- Displays cultural, gender, religion, race, nationality and age sensitivity and adaptability

**Organisational Arrangements:**

This Project Board contains three roles, including:

- 1) **An Executive:** individual representing the project ownership to chair the group.
- 2) **Senior Supplier:** individual or group representing the interests of the parties concerned which provide funding and/or technical expertise to the project. The Senior Supplier's primary function within the Board is to provide guidance regarding the technical feasibility of the project.
- 3) **Senior Beneficiary:** individual or group of individuals representing the interests of those who will ultimately benefit from the project. The Senior Beneficiary's primary function within the Board is to ensure the realization of project results from the perspective of project beneficiaries.





**UNITED NATIONS DEVELOPMENT PROGRAMME  
TERMS OF REFERENCE  
PROJECT MANAGER**

**Post Title:** Project Manager  
**Agency:** UNDP  
**Type of Contract:** SC  
**Grade:**  
**Duty Station:** Curacao

Under the overall guidance and supervision of the UNDP and the Government of Curacao, the Project Manager will provide substantive and administrative support to the *'Supporting the NDP Implementation and 2030 Agenda on Curacao'* project.

The Project Manager has the authority to run the project on a day-to-day basis on behalf of the Project Board within the constraints laid down by the Board. The Project Manager is responsible for day-to-day management and decision-making for the project. The Project Manager's prime responsibility is to ensure that the project produces the results specified in the project document, to the required standard of quality and within the specified constraints of time and cost.

The Implementing Partner in collaboration with UNDP appoints the Project Manager. Prior to the approval of the project, the Project Developer role is the UNDP staff member responsible for project management functions during formulation until the Project Manager from the Implementing Partner is in place.

**Summary of key functions:**

- 1. Analysis, Advice and Support**
- 2. Coordination and Provision of technical and oversight support to the management**
- 3. Coordinate the development and implementation of systems, procedures and guidelines**
- 4. Provide substantive technical advisory support on Strategy and Facility related issues**

**Specific responsibilities would include:**

**Overall project management:**

- Manage the realization of project outputs through activities;
- Provide direction and guidance to project team(s)/ responsible party (ies);
- Liaise with the Project Board or its appointed Project Assurance roles to assure the overall direction and integrity of the project;
- Identify and obtain any support and advice required for the management, planning and control of the project;
- Responsible for project administration;
- Liaise with any suppliers;
- May also perform Team Manager and Project Support roles.

**Running a project**

- Plan the activities of the project and monitor progress against the initial quality criteria.
- Mobilize goods and services to initiative activities, including drafting TORs and work specifications;
- Monitor events as determined in the Monitoring & Communication Plan, and update the plan as required;
- Manage requests for the provision of financial resources by UNDP, using advance of funds, direct payments, or reimbursement using the FACE (Fund Authorization and Certificate of Expenditures) (where applicable);
- Monitor financial resources and accounting to ensure accuracy and reliability of financial reports;
- Manage and monitor the project risks as initially identified in the Project Document appraised by the LPAC, submit new risks to the Project Board for consideration and decision on possible actions if required; update the status of these risks by maintaining the Project Risks Log;
- Be responsible for managing issues and requests for change by maintaining an Issues Log.
- Prepare the Project Quarterly Progress Report (progress against planned activities, update on Risks and Issues, expenditures) and submit the report to the Project Board and Project Assurance;
- Prepare the Annual review Report, and submit the report to the Project Board;
- Based on the review, prepare the AWP for the following year, as well as Quarterly Plans if required (where projects are for more than one year).

#### *Closing a Project*

- Prepare Final Project Review Reports to be submitted to the Project Board;
- Identify follow-on actions and submit them for consideration to the Project Board;
- Manage the transfer of project deliverables, documents, files, equipment and materials to national beneficiaries;
- Prepare final CDR/FACE for signature by UNDP and the Implementing Partner (where applicable).

**Leadership**

- Proactive in developing strategies to accomplish objectives,
- Establishes and maintains relationships with a broad range of people to understand needs and gain support,
- Drives for change and improvements,
- Provides leadership and takes responsibility for incorporating gender perspectives and ensuring the equal participation of women and men in all areas of work.

**Judgment/Decision-making**

- Identifies the key issues in a complex situation,
- Gathers relevant information before making a decision,
- Considers positive and negative impacts of decisions prior to making them,
- Proposes a course of action based on all available information,
- Checks assumptions against facts.

<b>Required Qualifications</b>	
<b>Education:</b>	<ul style="list-style-type: none"><li>▪ He/she will be required to possess post graduate skills in Political Sciences, Development Studies, Economics, Social Studies or related fields.</li></ul>
<b>Experience:</b>	<ul style="list-style-type: none"><li>▪ He/she should have relevant experiences in project management and should have prior experiences in managing complex projects dealing with Governance, National Development Plan or National Development Strategies.</li><li>▪ He/she should be certified in project management and should have prior experience in managing complex project which cover a variety of sectors. Qualifications in PRINCE2 Foundation will be an asset.</li><li>▪ At least five years international experience in the area of project management associated with the capacity building in Small Island Developing states (SIDS).</li><li>▪ At least two (2) years experience in Governance, Public Policies, National Development Plans.</li><li>▪ Experience in working with public institution and international organization would be an asset.</li><li>▪ A sound knowledge and application of project management software programmes, tools and techniques are essential.</li><li>▪ Knowledge of results based management techniques and their application</li><li>▪ Ability to establish and manage a (PMO) Project Management Office as well as train personnel in the establishing, managing and operating of PMOs would be an asset.</li><li>▪ Knowledge of developmental issues faced by SIDS and expertise dealing with countries in transition</li></ul>
<b>Language Requirements:</b>	<ul style="list-style-type: none"><li>▪ Excellent knowledge of English, both spoken and written. Knowledge of Dutch, Spanish and Papiamentu would be an asset.</li></ul>

