

UNDP PROJECT TITLE: HIV/AIDS and Social Mobilization
UNDP PROJECT ID: 00057374
PROPOSAL TITLE: Support to the Roll-Out of the People Living with HIV Stigma Index Study
RESPONSIBLE PARTY: Network of Networks of HIV Positives in Ethiopia (NEP+)

LETTER OF AGREEMENT

LETTER OF AGREEMENT BETWEEN UNDP AND Network of Networks of HIV Positives in Ethiopia (NEP+) FOR THE Implementation of the HIV/Aids related Stigma Index Study

This Letter of Agreement (hereinafter referred to as the "Agreement") is made between the United Nations Development Programme (hereinafter referred to as "UNDP") and the **Network of Networks of HIV Positives in Ethiopia (NEP+)** (hereinafter referred to as "**Responsible Party**").

WHEREAS the UNDP desires to provide funding to the **RESPONSIBLE PARTY** in the context of the **Support to the Roll-Out of the People Living with HIV Stigma Index in Ethiopia** on the terms and conditions hereinafter set forth, and

WHEREAS the **RESPONSIBLE PARTY** is ready and willing to accept such funds from UNDP for the above mentioned activities on the said terms and conditions.

NOW, therefore, the parties hereto agree as follows:

I. Responsibilities of the RESPONSIBLE PARTY

1.1 The **RESPONSIBLE PARTY** agrees to: 1) Undertake the activities described in its **Workplan (Annex 1)** and **Budget (Annex 2)** (attached), and updates related to the subsequent release of funds in **lump sum manner**; 2) Provide quarterly reports to UNDP as per the **Workplan Monitoring Tool (Annex 3)**; and 3) Provide Annual Audited Statements [Income Statement and Balance Sheets]. Funds provided pursuant to this Agreement shall be used for purposes related to producing results specified in the **Workplan** and in accordance with Article 3.3.

1.2 The **RESPONSIBLE PARTY** agrees to reach the performance targets contained in the **Work Plan**. If the **RESPONSIBLE PARTY** fails to meet its responsibilities outlined in article 1.1, or to attain at least 70% of any one performance target for any given year, then this will be considered grounds for the Core Group to suggest for the return of the funds. The returned funds shall remain with UNDP until the **RESPONSIBLE PARTY** has achieved the target.

1.3 The **RESPONSIBLE PARTY** agrees to inform UNDP of any problems it may face in attaining the objectives agreed upon.

II. Duration

2.1 This Agreement will come into effect on **1st November 2009** and shall expire on **30th September 2010**, covering the anticipated term of the project. It can be extended, if necessary by exchange of letters, noting the new expiration date.

III. Payments

3.1 UNDP shall provide funds to the **RESPONSIBLE PARTY** an amount of USD 88,445.00 (Eighty Eight Thousand and Four Hundred Forty Five US Dollars) equivalent to local currency to partially cover the project costs as indicated in the budget. Payment shall be made upon signature of this Agreement.



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3.2 The payment shall be deposited into the **RESPONSIBLE PARTY**'s bank account of which the details are as follows:

Account Name: Network of Networks of HIV Positives in Ethiopia
Account No: 0170959052300
Swift Code: CBETETAA
Bank Address: Commercial Bank Of Ethiopia, Arat Killo Branch

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

IV. Records, Information and Reports

- 4.1 The **RESPONSIBLE PARTY** shall maintain clear, accurate and complete records in respect of the funds received under this Agreement.
- 4.2 The **RESPONSIBLE PARTY** shall furnish, compile and make available at all times to **UNDP** any records or information, oral or written, which **UNDP** may reasonably request in respect of the funds received by the **RESPONSIBLE PARTY**.
- 4.3 Within 15 days after each quarter of the year, the **RESPONSIBLE PARTY** shall provide **UNDP** with a quarterly report with respect to all expenditures made from such funds (including salaries, travel and supplies) and indicating the progress made toward the goals of the activities undertaken, utilizing the reporting format contained in Annex I.
- 4.4 Within sixty days after completion of project activities, the **RESPONSIBLE PARTY** shall provide **UNDP** with a final report with respect to all expenditures made from such funds (including salaries, travel and supplies) and indicating the progress made toward the goals of the activities undertaken, utilizing the reporting format contained in Annex I.
- 4.5 All further correspondence regarding the implementation of this Agreement should be addressed to:

For **UNDP**:

Mr. Fidele Sarassoro
UNDP Resident Representative
ECA Old Building, 7th Floor
P.O.Box 5580 Addis Ababa, Ethiopia

Tel: 251-11-544-4590/551-5177
Fax: 251-11-551-5147/551-4599
Email: rr.rc@undp.org

For the **RESPONSIBLE PARTY**:

Ato Tigabe Asres
Network of Networks of HIV Positives in Ethiopia (NEP+)
P. O. Box 780 code 1250, Addis Ababa, Ethiopia

Telephone: 0111249562
Facsimile: 0111249563
Electronic mail: aelwha@ethionet.et



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

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

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

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

IN WITNESS WHEREOF, the undersigned, duly appointed representatives of UNDP and the RESPONSIBLE PARTY, respectively, have on behalf UNDP and the RESPONSIBLE PARTY signed the present Letter of Agreement on the dates indicated below their respective signatures.

On behalf of the RESPONSIBLE PARTY:

Name: TIGABE ASRES
Title: Executive Director
Signature: [Handwritten Signature]
Date: 14/11/09



On behalf of UNDP:

Name: [Handwritten Signature]
Title: Alessandra Tisot
Country Director
Signature: [Handwritten Signature]
Date: 15/12



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EXPECTED OUTPUTS	INDICATORS/TARGETS	PLANNED ACTIVITIES <i>List all activities including M&E to be</i>	TIMEFRAME			PLANNED BUDGET
OUTPUT 3 Report Completed	Draft Report Prepared and circulated for comment	<i>Consultants prepare draft report</i>	X		UNDP/IPPF	Personnel 40,000.00
	Comments Incorporated	<i>Feedback in given and incorporated</i>	X		UNDP/IPPF	Transportation 1,666.67
	Report Finalized	<i>Validation Workshop Held</i>	X		UNDP/IPPF	Premises 166.67 Training/Seminar/Workshops 750.00
OUTPUT 4: Report Launched and publicized						Contracts (Audit)
					UNDP/IPPF	Equipment/Furniture (Specify) 400.00
						Other [stationery]
						Miscellaneous (per Diem) 2,000.00
	Launching Workshop Held	Document Printed		X	UNDP/IPPF	Personnel 533.33
		Participants transported		X	UNDP/IPPF	Transportation 2,500.00
		Hall Rented		X	UNDP/IPPF	Premises 166.67
						Training/Seminar/Workshops 1,325.00
						Contracts (Audit)
						Equipment/Furniture (Specify) 7,348.33
					Other [Printing and stationery] 3,000.00	
					Miscellaneous (per diem)	
TOTAL						158,700.00

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**Annex 2
 PROJECT BUDGET OF RESPONSIBLE PARTY**

Name of the RESPONSIBLE PARTY: Network of Networks of HIV Positives in Ethiopia (NEP+)
 Total Amount of Funds under the Agreement: USD 88,445.00 (Eighty Eight Thousand and Four Hundred Forty Five US Dollars)

Date of the Agreement: _____

PROJECT BUDGET (Currency: USD)

PERIOD COVERING FROM 1st November 2009 TO 30th September 2010

General Category of Expenditures	Tranche 1		Tranche 2		TOTAL
	Date:	Amount:	Date:	Amount:	
Personnel		122,560.00			
Transportation		8,258.33			
Premises		1,833.33			
Training/Seminar/Workshops, etc.		4,958.33			
Contracts (Audit)		-			
Equipment/Furniture (Specify)		708.33			
Other [Specify]		14,931.67			
Miscellaneous		5,450.00			
TOTAL:		158,700.00			



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