

STANDARD CONTRACT

**UNDP'S
NON-CONSULTING SERVICES
TO
FAES**

Lump-Sum

Contents

Preface.....	4
I. Contract	6
II. General Conditions of Contract.....	17
1. GENERAL PROVISIONS	17
1.1 Definitions.....	17
1.2 Law Governing Contract.....	18
1.3 Language.....	18
1.4 Notices	18
1.5 Location	18
1.6 Authority of Member in Charge	18
1.7 Authorized Representatives	19
1.8 Taxes and Duties.....	19
1.9 Fraud and Corruption.....	22
1.10 Commissions and fees.....	22
1.11 Eligibility	22
2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT	23
2.1 Effectiveness of Contract.....	23
2.2 Commencement of Services	23
2.3 Expiration of Contract.....	23
2.4 Modifications or Variations	24
2.5 Force Majeure	24
2.6 Termination.....	24
3. OBLIGATIONS OF UNDP	26
3.1 General.....	26
3.2 Conflict of Interests.....	26
3.3 Confidentiality	27
3.4 Insurance to be Taken Out by UNDP	27
3.5 UNDP's Actions Requiring Client's Prior Approval.....	27
3.6 Reporting Obligations.....	27
3.7 Documents Prepared by UNDP to be the Property of the Client.....	27
3.8 Accounting, Inspection and Auditing	27
4. UNDP'S PERSONNEL	28
4.1 Description of Personnel.....	28
4.2 Removal and/or Replacement of Personnel.....	28
5. OBLIGATIONS OF THE CLIENT	28
5.1 Assistance and Exemptions.....	28
5.2 Change in the Applicable Law Related to Taxes and Duties.....	28

5.3	Services and Facilities.....	28
6.	PAYMENTS TO UNDP	29
6.1	Lump-Sum Payment	29
6.2	Contract Price.....	29
6.3	Payment for Additional Services	29
6.4	Terms and Conditions of Payment.....	29
6.5	Interest on Delayed Payments.....	29
7.	GOOD FAITH	29
7.1	Good Faith	29
8.	SETTLEMENT OF DISPUTES.....	29
8.1	Amicable Settlement.....	29
8.2	Dispute Resolution.....	29
III.	Appendices.....	30
	APPENDIX A – DESCRIPTION OF SERVICES	30
	APPENDIX B - REPORTING REQUIREMENTS	41
	APPENDIX C - KEY PERSONNEL AND SUB-CONSULTANTS.....	42
	APPENDIX D - BREAKDOWN OF CONTRACT PRICE IN FOREIGN CURRENCY	43
	APPENDIX E - SERVICES AND FACILITIES PROVIDED BY THE CLIENT	44

Preface

1. This standard contract for Non-Consulting Services has been prepared by the Bank for use by its borrowers and their implementing agencies (referred to hereafter as Clients) when they hire a non-consulting firm (referred to hereinafter as the Service Provider) to provide services paid on lump-sum basis. In such cases, the use of this contract is mandatory for contracts financed partly or wholly by the Bank.
2. The Standard Contract includes four parts: the Contract, the General Conditions of Contract, the Special Conditions of Contract, and the Appendices (concept note). The Client using this standard contract should not alter the General Conditions. Any adjustment to meet project features should be made only in the Special Conditions.
3. Lump-sum contracts are normally used when definition of the tasks to be performed is clear and unambiguous, when the commercial risk taken by the Service Provider are relatively low, and when therefore such Service Provider are prepared to perform the assignment for an agreed predetermined lump-sum price. Such price is arrived at on the basis of inputs - including rates - provided by the Service Provider. The Client agrees to pay the Service Provider according to a schedule of payments linked to the delivery of certain outputs, for example reports. A major advantage of the lump-sum contract is the simplicity of its administration, the Client having only to be satisfied with the outputs without monitoring the staff inputs. Studies are usually carried out on a lump-sum basis: for example, surveys, master plans, economic, sector, simple feasibility and engineering studies.

**CONTRACT FOR NON-CONSULTING SERVICES
Lump-Sum**

Project Name: PROGRAMME DE SOUTIEN AU PLAN D'INTERVENTION DANS LE
SECTEUR DE L'HABITAT (SPISH)

Grant No.: 2318/GR-HA

Contract No.: FAES-PNUD/S-001

between

FONDS D'ASSISTANCE ÉCONOMIQUE ET SOCIALE (FAES)

and

UNITED NATIONS DEVELOPMENT PROGRAMME (UNDP)

Dated: 16 December 2016



I. Contract LUMP-SUM

This CONTRACT (hereinafter called the "Contract") is made the 16th of the month of December 2016, between, on the one hand, the **FONDS D'ASSISTANCE ÉCONOMIQUE ET SOCIALE (FAES)** (hereinafter called the "Client") and, on the other hand, the **UNITED NATIONS DEVELOPMENT PROGRAMME (UNDP)** (hereinafter called the "Service Provider").

WHEREAS:

- (a) A non-reimbursable financing agreement - 2318 / GR-HA - was signed on the 10th of June 2010, under which the Inter-American Development Bank (IDB) approved a grant of thirty million US dollars (\$ 30,000,000.00) to the Republic of Haiti to finance the execution of the "*Programme de soutien au plan d'intervention dans le secteur de l'habitat – SPISH*");
- (b) The Parties have designated FAES as the implementing agency for this programme. As part of the implementation of the latter, US \$ 24 million has been spent. The balance of unused funds amounts to US\$ 6 million, a portion of which is now allocated to the execution of the present contract;
- (c) Pursuant to a non-objection from IDB, the Client (FAES) hereby undertakes, to transfer to UNDP, referred to as the "Service Provider", a portion of the balance, amounting to \$ 1,995,000.00, for the implementation of its Post Matthew Recovery Programme;
- (d) The Client has requested the Service Provider (UNDP) to provide certain non-consulting services as defined in this Contract (hereinafter called the "Services");
- (e) The Service Provider, having represented to the Client that it has the required professional skills, and personnel and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;
- (f) The Client has applied for a financing from the Inter-American Development Bank (hereinafter called the "Bank") towards the cost of the Services and intends to apply a portion of the proceeds of this financing to eligible payments under this Contract, it being understood (i) that payments by the Bank will be made only at the request of the Client and upon approval by the Bank, (ii) that such payments will be subject, in all respects, to the terms and conditions of the agreement providing for the financing, and (iii) that no party other than the Client shall derive any rights from the Contract providing for the financing or have any claim to the financing proceeds;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:

- (a) The General Conditions of Contract;
- (b) The Special Conditions of Contract;
- (c) The following Appendices including:

- Appendix A: Description of Services
- Appendix B: Reporting Requirements
- Appendix C: Key Personnel
- Appendix D: Breakdown of Contract Price in Foreign Currency
- Appendix E: Services and Facilities Provided by the Client

2. The mutual rights and obligations of the Client and UNDP shall be as set forth in the Contract, in particular:

- (a) UNDP shall carry out the Services in accordance with the provisions of the Contract; and
- (b) The Client shall make payments to UNDP in accordance with the provisions of the Contract.

3. The Special Conditions of Contract are listed here below:

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(a)	The Client recognizes that the United Nations Development Programme ("Service Provider", "UNDP" or "UN Agency") is an agency of the United Nations system, and as such, the provisions of the 1946 Convention on the Privileges and Immunities of the United Nations ("Convention") apply in the countries that have ratified such Convention, including Haiti.
1.3	The Contract is signed in both English and French.



<p>1.4</p>	<p>The addresses are:</p> <p>Client: Fond d'Assistance Économique et Sociale (FAES) Delmas 75, No. 1, Port-au-Prince, Haïti</p> <p>Attention: Lucien Francoeur Director General</p> <p>E-mail: lucien.francoeur@faes.gouv.ht</p> <p>Service Provider: UNDP LogBase MINUSTAH, Zone 5 Bvd Toussaint Louverture & Clercine 18 Port-au-Prince, Haïti</p> <p>Attention: Yvonne Helle Senior Country Director UNDP Haiti</p> <p>E-mail: yvonne.helle@undp.org</p>
<p>1.7</p>	<p>The Authorized Representatives are:</p> <p>For the Client: Lucien Francoeur Director General, FAES</p> <p>For the Service Provider: Yvonne Helle Senior Country Director, UNDP Haïti</p>
<p>1.8</p>	<p>Clause GC 1.8 shall not apply. Pursuant to Article II, Section 7, of the Convention, the Service Provider is exempt from all direct taxes, except charges for public utility services, and is exempt from customs restrictions, duties, and charges of a similar nature in respect of articles imported or exported for its official use.</p>
<p>1.9.2</p>	<p>Clause GC 1.9 shall not apply.</p> <p>Instead, the following provisions will apply:</p> <p>1. The accounts referred to in Clause GC 1.9.2 (f) and Clause GC 3.8 shall be subject exclusively to internal and external audit in accordance with the UNDP Financial Regulations and Rules. UNDP's financial books and records are routinely audited in accordance with the internal and external auditing procedures laid down in UNDP's financial regulations and rules, and the external auditors of UNDP and the UNDP Board of</p>

Auditors, are appointed by and report to UNDP Executive Board, of which the Government of Haiti ("Government") is member. Throughout the term of this Agreement UNDP will provide a copy of the financial report and audited financial statements of UNDP within ten (10) days of these becoming public documents by reason of being presented to the UNDP Executive Board.

2. (a) In the event that the Government or, UNDP becomes aware of information that indicates the need for further scrutiny of the procurement or delivery of supplies, or provision of the Services (including non-frivolous allegations that reasonably indicate the possibility that corrupt, fraudulent, coercive, collusive or obstructive practices may have occurred), the entity that has become aware of such information will promptly notify the other and the Bank.

(b) This information will be brought promptly to the attention of the appropriate official or officials at the Government, UNDP, and the Bank (which in the case of UN Agencies is the Chief Financial Officer and the Director of the Office of Internal Audit and in the case of the Bank is the Office of Institutional Integrity).

(c) UNDP will, to the extent the information relates to actions within the authority or accountability of UNDP, take timely and appropriate action in accordance with its applicable regulations, rules, and administrative instructions, to investigate this information. For greater clarity on this matter the Parties agree and acknowledge that UNDP shall have no authority to investigate information relating to possible corrupt, fraudulent, coercive, obstructive or collusive practices by Government officials or by officials or consultants of the Bank. The Parties further agree and acknowledge that nothing in this sub-section 2(c) shall be deemed to waive or otherwise limit any right or authority of the Bank to, immediately and without notice, investigate allegations or other information relating to possible corrupt, fraudulent, coercive, collusive or obstructive practices referred to under sub-clause 7 below.

(d) To the extent such investigation confirms that corrupt, fraudulent, collusive, obstructive or coercive practices have occurred and to the extent that remedial action is within the authority of UNDP, UNDP will take timely and appropriate action in response to the findings of such investigation, in accordance with its accountability and oversight framework and established procedures, including its Financial Regulations and Rules, where applicable.

(e) To the extent consistent with UNDP's accountability and oversight framework and established procedures, it will keep the Government and the Bank regularly informed by agreed means of actions taken pursuant



to this sub-clause 2, and the results of the implementation of such actions, including where relevant, details of any recovered amounts.

(f) For the purposes of this Agreement, as set out in the GC Clause 1.9, the following definitions shall apply:

- (i) "corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;
 - (ii) "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
 - (iii) "collusive practices" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - (iv) "coercive practices" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - (v) "obstructive practice" is
 - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a UN Agency or Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - (bb) acts intended to materially impede the exercise of UNDP's or Bank's inspection and audit rights provided for under sub-clause 6 below or contracts entered into pursuant to sub-clause 7 below.
3. In the event that the Government or the Bank reasonably believes that UNDP has not complied with the requirements of sub-clause 2 above, the Government or the Bank may request direct consultations at a senior level between the Bank, the Government and UNDP in order to obtain assurances, in a manner consistent with UNDP's oversight and accountability framework and respecting appropriate confidentiality,

that UNDP's oversight and accountability mechanisms have been or will be fully applied. Such direct consultations may result in an understanding between the Government, the Bank, and UNDP, on any further actions to be taken and the timeframe for such actions.

4. UNDP represents and warrants that Article VII of the United Nations Financial Regulations and Rules ("Board of Auditors") and its Annex "Additional terms of reference governing the audit of the United Nations", fully apply to UNDP by virtue of it being a department of the United Nations.
5. In the event that, notwithstanding the application of the procedures under sub-clauses 2 and 3 above, the Government or the Bank reasonably believes the actions taken thereunder have not been sufficient to enable the Government or the Bank to fulfill their fiduciary obligations with respect to the funds made available by the Government to fund its obligations under this Agreement, the Government may terminate this Agreement by giving written notice to UNDP.
6. The Government confirms that no official of UNDP has received or will be offered by the Government any benefit arising from this Agreement. UNDP confirms the same to the Government. The Parties agree that any breach of this provision is a breach of an essential term of this Agreement.
7. The Parties agree and acknowledge that nothing in this Clause 1.9 shall be deemed to waive or otherwise limit any right or authority of the Bank to investigate allegations or other information relating to possible corrupt, fraudulent, coercive, collusive or obstructive practices by any third party, including applicants, bidders, contractors, agents, consulting firms and individual consultants, sub-consultants, service providers or suppliers (including their respective officers, employees and agents, irrespective of whether the agency is express or implied) or any other entities that sign a contract with UNDP to supply goods or to provide related services in connection with this contract or other Bank financed activities, or to sanction or take remedial action against any such third party which the Bank has determined to have engaged in such practices; provided, however, that in this sub-clause 7, "third party" does not include UNDP itself or its personnel.

To that end, UNDP agrees to include in all bidding documents, requests for proposals and in all contracts that it enters and that are financed with Bank loan resources, a provision requiring that providers of goods or services, suppliers, and subcontractors, consultants and their agents, personnel or concessionaires: (i) keep all documents and records related to Bank-financed activities for a period of seven (7) years after



completion of the work contemplated in the relevant contract; (ii) allow the Bank to inspect any and all accounts, records and other documents relating to the submission of bids and contract performance as well as to have them audited by auditors appointed by the Bank; (iii) provide full assistance to the Bank in the case of an investigation; and (iv) deliver to the Bank any document deemed necessary for the investigation of allegations of Prohibited Practices and ensure that those employees or agents who are responsible for Bank-financed activities will be available to respond to inquiries within the context of an investigation, be it from Bank personnel or from any investigator, agent, auditor or consultant duly assigned to the investigation.

The provision shall warn that if any applicant, bidder, supplier or its agent, contractor, consulting firm or individual consultant, personnel, subcontractor, sub-consultant, service provider, or concessionaire refuses to cooperate or fails to comply with the Bank's request or otherwise obstructs an investigation carried out by the Bank, the Bank, in its sole discretion, may take appropriate action against said applicant, bidder, supplier and its agent, contractor, consultant, personnel, subcontractors, sub-consultants, service provider, or concessionaire.

For the purposes of this sub-clause 7, the term "sanction" shall mean any permanent debarment, conditions on future contracting or any publicly-disclosed action taken in response to a violation of an international financial institution's applicable framework for addressing allegations of Prohibited Practices, and it shall include sanctions pursuant to agreements the Bank may have with other international financial institutions regarding the mutual enforcement of debarment decisions.

8. To the extent consistent with UNDP's oversight framework and established procedures, and if requested by the Bank, UNDP shall cooperate with the Bank in the conduct of such investigations.
 - (a) The Parties agree that UNDP shall consult the Bank's list of firms and individuals suspended or debarred. In the event a UN Agency signs a contract or issues a purchase order with a firm or an individual suspended or debarred by the Bank, the Bank will not finance the related expenditures and will apply other remedies as appropriate. In addition, the Parties agree that UNDP requires any party with which it has a long-term arrangement or to which it intends to issue a purchase order to disclose to UNDP whether it is subject to any sanction or temporary suspension imposed by the Bank. UNDP will give due regard to such sanctions and temporary suspensions, as disclosed to it in accordance with this sub-clause 7(a), when issuing contracts in connection with the procurement or delivery of supplies or the delivery of Services if any under this

	<p>Agreement.</p> <p>(b) If UNDP proposes to issue a contract in connection with the procurement or delivery of supplies or the delivery of Services if any under this Agreement with a party which has disclosed to UNDP that it is under sanction or temporary suspension by the Bank, the following procedure will apply:</p> <p>(i) UNDP will so inform the Government, with a copy to the Bank, before signing such contract;</p> <p>(ii) the Government and the Bank then may request direct consultations at a senior level between the Bank, the Government and UNDP to discuss UNDP's decision; and</p> <p>(iii) the Bank may thereafter inform UNDP by notice, with a copy to the Government, that funds disbursed to it under GC 6.2 of this Agreement may not be used to fund such contract.</p>
1.11	<p>Clause CG 1.11 shall not apply to UNDP, or any staff members or employees thereof. The Parties hereby agree that UNDP shall not hire or use the services of subcontractors for the execution of this contract.</p> <p>However, the use of Agreements shall be permitted as per UNDP's implementation methodology for the services rendered under this contract.</p>
2.2	<p>The date for the commencement of Services is 30 (thirty) days after the Effective date.</p>
2.3	<p>The time period shall be 3 (three) months.</p>
3.4	<p>UNDP represents and warrants that its insurance "Rules, Regulations and Directives" provide for self insurance coverage complying with the requirements of Clause CG 3.4 and does not apply to any third party.</p>
3.8	<p>Clause GC 3.8 shall not apply. Instead, the following provisions will apply:</p> <p>The Client recognizes that UNDP cannot be subject to any form of auditing other than those provided for in its Financial Regulations.</p> <p>UNDP represents and warrants that its Financial Regulations (a) follow internationally accepted accounting principles; and (b) require keeping accurate and systematic accounts and records in respect of the Services hereunder in such form and detail as will clearly identify at all relevant time changes and costs, and the bases thereof.</p> <p>UNDP will provide to the Client and/or the Bank information related to the</p>

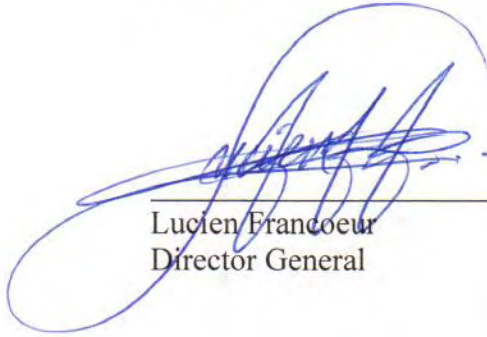
	Services except when doing constitutes a violation of UNDP's Rules, Regulations and Directives and its juridical status as an International Organization of the UN System. UNDP will provide a written justification of any such violation that would prevent it from providing the requested information.
5.1	Nothing in this Agreement or in any document or activity relating thereto shall be construed as a waiver of the Privileges and Immunities of UNDP.
6.2(a)	The amount in foreign currency is USD\$ 1,995,000.00
6.2(b)	Not applicable
6.4	<p>UNDP shall not be required to provide a bank payment guarantee.</p> <p>The estimated cost of the Services, i.e. USD\$ 1,995,000.00 will be transferred by the Client to UNDP in one installment to the following UNDP bank account:</p> <p style="padding-left: 40px;">Account name: UNDP Representative in Haiti Account No.: 3751560155 Address: Bank of America 304 East 45TH Str Suite 478 New York NY 10017 USA</p> <p style="padding-left: 40px;">Swift Code: BOFAUS3N ACH Routing Number (ABA): 111000012 Reference: FAES/PNUD</p> <p>The Client will pay UNDP in accordance with the payment terms listed below, each payment being submitted to the Bank's non-objection:</p> <ul style="list-style-type: none"> • 30% upon signature of contract and with submission of the inception report. • 30% after the first month upon receipt of a progress report which includes the following: <ul style="list-style-type: none"> ➤ Detailed description of the works having been completed ➤ List of workers paid and to be paid ➤ List of materials and equipment purchased including distribution list to the different "Mairies" of material / equipment including confirmation of receipt by each "Mairie" ➤ Before and after pictures of sites rehabilitated.

	<ul style="list-style-type: none"> • 30% after second month based on a 2nd progress report as above. • 10% upon receipt of project completion report including a financial report for total expenses incurred during the project. This should include in Annex the same information that was submitted in report #1 and #2 pertaining to payments incurred.
6.5	Not applicable.
8.2	<p>Disputes shall be settled by arbitration in accordance with the following provisions:</p> <p>The Parties, i.e. the Client and UNDP, shall use their best efforts to settle amicably any dispute, controversy or claim arising out of this Agreement or the breach, termination or invalidity thereof. Where the Parties wish to seek such an amicably settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedures as may be agreed between the parties. Any dispute, controversy or claim between the Parties arising out of this Agreement or the breach, termination or invalidity thereof, unless settled amicably under the preceding paragraph of this Article 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. In addition, unless otherwise expressly provided in this Agreement, the arbitral tribunal shall have no authority to award interest in excess of five percent (5%) and such interest shall be simple interest only. 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.</p>



IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of the FONDS D'ASSISTANCE ECONOMIQUE ET SOCIALE (FAES)



Lucien Francoeur
Director General

For and on behalf of the UNITED NATIONS DEVELOPMENT PROGRAMME (UNDP)



Yvonne Helle
Senior Country Director
UNDP / Haiti



II. General Conditions of Contract

1. GENERAL PROVISIONS

1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (a) "Applicable Law" means the laws and any other instruments having the force of law in the Government's country, or in such other country as may be specified in the Special Conditions of Contract (SC), as they may be issued and in force from time to time.
- (b) "Bank" means the Inter-American Development Bank, Washington, D.C., U.S.A., or any other fund administered by the Bank.
- (c) "Service Provider" means any private or public entity, or United Nations Agency including a Joint Venture, Consortium or Association (JVCA) that will provide the Services to the Client under the Contract.
- (d) "Contract" means the Contract signed by the Parties and all the attached documents listed in its Clause 1, that is these General Conditions (GC), the Special Conditions (SC), and the Appendices.
- (e) "Contract Price" means the price to be paid for the performance of the Services, in accordance with Clause 6;
- (f) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1.
- (g) "Foreign Currency" means any currency other than the currency of the Client's country.
- (h) "GC" means these General Conditions of Contract.
- (i) "Government" means the Government of the Client's country.
- (j) "Local Currency" means the currency of the Client's country.
- (k) "Member" means any of the entities that make up the joint venture/consortium/association (JVCA), and "Members" means all these entities.
- (l) "Party" means the Client or UNDP, as the case may be, and "Parties" means both of them.
- (m) "Personnel" means persons hired by UNDP or by any Sub-

Consultants and assigned to the performance of the Services or any part thereof.

- (n) "SC" means the Special Conditions of Contract by which the GC may be amended or supplemented.
- (o) "Services" means the work to be performed by UNDP pursuant to this Contract, as described in Appendix A hereto.
- (p) "Sub-Consultants" means any person or entity to whom/which UNDP subcontracts any part of the Services.
- (q) "In writing" means communicated in written form with proof of receipt.

**1.2 Law
Governing
Contract**

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

1.3 Language

This Contract has been executed in the language specified in the SC, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.4 Notices

1.4.1

Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SC.

1.4.2

A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the SC.

1.5 Location

The Services shall be performed at such locations as are specified in Appendix A hereto and, where the location of a particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the Client may approve.

**1.6 Authority of
Member in
Charge**

In case the Service Provider consists of a joint venture/consortium/association (JVCA) of more than one entity, the Members hereby authorize the entity specified in the SC to act on their behalf in exercising all the Service Provider's rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.

**1.7 Authorized
Representa-**

Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client

tives or UNDP may be taken or executed by the officials specified in the SC.

1.8 Taxes and Duties UNDP, Sub-Consultants, and their Personnel shall pay such indirect taxes, duties, fees, and other impositions levied under the Applicable Law as specified in the SC, the amount of which is deemed to have been included in the Contract Price.

1.9 Fraud and Corruption

1.9.1 Definitions The Bank requires that all borrowers (including grant beneficiaries), the executing agencies and contracting agencies, as well as all firms, entities and individuals bidding for or participating in a Bank-financed project, including, *inter alia*, applicants, bidders, contractors, consulting firms and individual consultants (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Bank all suspected acts of fraud or corruption of which it has knowledge or becomes aware, during the Selection Process and throughout the negotiation or execution of a Contract. Fraud and corruption are prohibited. Fraud and corruption include acts of: (a) corrupt practice, (b) fraudulent practice, (c) coercive practice and (d) collusive practice. The definitions of actions set forth below cover the most common types of fraud and corruption, but are not exhaustive. For this reason, the Bank shall also take action in the event of any similar deed or complaint involving alleged acts of fraud and corruption, even when these are not specified in the following list. The Bank shall in all cases proceed with the established procedure referred to in Clause GC 1.9 (c).

(a) The Bank defines, for the purposes of this provision, the terms set forth below:

- (i) A *corrupt practice* is the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;
- (ii) A *fraudulent practice* is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- (iii) A *coercive practice* is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to improperly influence the actions of a party; and
- (iv) A *collusive practice* is an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party.

**1.9.2 Measures
to be
taken**

- (b) If the Bank, in accordance with its administrative procedures, demonstrates that any firm, entity or individual bidding for or participating in a Bank-financed project including, *inter alia*, applicants, bidders, contractors, consultants, borrowers (including grant Beneficiaries), purchasers, executing agencies and contracting agencies (including their respective officers, employees and agents) engaged in an act of fraud or corruption, the Bank may:
- (i) decide not to finance any proposal to award a contract or a contract awarded for non-consulting services financed by the Bank;
 - (ii) suspend disbursement of the operation if it is determined at any stage that evidence is sufficient to support a finding that an employee, agent or representative of the Borrower, Executing Agency or Contracting Agency has engaged in an act of fraud or corruption;
 - (iii) cancel and/or accelerate repayment of, the portion of a loan or grant earmarked for a contract, when there is evidence that the representative of the Borrower, or Beneficiary of a grant, has not taken the adequate remedial measures within a time period which the Bank considers reasonable, and in accordance with the due process guarantees of the Borrowing country's legislation;
 - (iv) issue a reprimand in the form of a formal letter of censure of the firm, entity or individual's behavior;
 - (v) issue a declaration that an individual, entity or firm is ineligible, either permanently or for a stated period of time, to be awarded or participate in contracts under Bank-financed projects except under such conditions as the Bank deems to be appropriate;
 - (vi) refer the matter to appropriate law enforcement authorities; and/or
 - (vii) impose other sanctions that it deems to be appropriate under the circumstances, including the imposition of fines representing reimbursement of the Bank for costs associated with investigations and proceedings. Such sanctions may be imposed in addition to or in lieu of other sanctions.
- (c) The Bank has established administrative procedures for cases of allegations of fraud and corruption within the procurement

process or the execution of a contract financed by the Bank which are available at the Bank's website (www.iadb.org), as updated from time to time. To that effect any complaint shall be submitted to the Bank's Office of Institutional Integrity (OII) for the appropriate investigation. Allegations may be presented confidentially or anonymously.

- (d) Payments are expressly conditional upon the claimant's participation in the procurement process conformed with all applicable Bank policies on Fraud and Corruption described in this Clause CG 1.9.
- (e) The imposition of any action to be taken by the Bank pursuant to the provisions referred to paragraph (b) of this Clause may be public or private, in accordance with the policies of the Bank;
- (f) The Bank will have the right to require that, in contracts financed with a Bank loan, a provision be included requiring UNDP to permit the Bank to inspect their accounts and records and any other documents relating to the submission of proposals and contract performance and to have them audited by auditors appointed by the Bank. The Bank will have the right to require that, in contracts financed with a Bank loan, a provision be included requiring UNDP to: (i) maintain all documents and records related to the Bank-financed project for three (3) years after completion of the work contemplated in the relevant contract pursuant to Clause GC 3.8; and (ii) deliver any document necessary for the investigation of allegations of fraud or corruption and make available to the Bank the employees or agents of the Service Provider with knowledge of the Bank-financed project to respond to questions from Bank personnel or any properly designated investigator, agent, auditor or consultant relating to the review or audit of the documents. If the UNDP fails to comply with the Bank's request, or otherwise obstruct the Bank's review of the matter, the Bank, in its sole discretion, may take appropriate action against UNDP.
- g) UNDP represents and warrants:
 - (i) that they have read and understood the Bank's prohibition against fraud and corruption and agrees to abide by the applicable rules;
 - (ii) that they have not engaged in any violation of policies on fraud and corruption described herein;
 - (iii) that they have not misrepresented or concealed any material facts during the procurement or contract negotiation processes or performance of the contract;
 - (iv) that neither they nor any of their directors, officers or

principal shareholders have been declared ineligible to be awarded Bank-financed contracts or have been convicted of a crime involving fraud or corruption;

- (v) that none of their directors, officers or principal shareholders has been a director, officer or principal shareholder of any other company or entity that has been declared ineligible to be awarded a Bank-financed contract or has been convicted of a crime involving fraud or corruption;
- (vi) that all commissions, agents' fees, facilitating payments or revenue-sharing agreements related to the Bank-financed contract or non-consulting agreement have been disclosed;
- (vii) that they acknowledge that the breach of any of these warranties constitute a basis for the imposition of any or a combination of the measures described in Clause GC 1.9.

1.10 Commissions and fees

The Client requires the Service Provider to disclose any commissions, gratuities or fees that may have been paid or are to be paid to agents, or any other party with respect to the selection process or execution of the Contract. The information disclosed must include at least the name and address of the agent or the other party the amount and currency, and the purpose of the commission, gratuity or fee. Failure to disclose such commissions, gratuities or fees may result in termination of the Contract and/or sanctions by the Bank.

1.11 Eligibility

UNDP and its Subcontractors shall have the nationality of a Bank's member country. A Service Provider or Subcontractor shall be deemed to have the nationality of a country if it complies with the following requirements:

- (a) **An individual** is considered to be a national of a member country of the Bank if he or she meets either of the following requirements:
 - (i) is a citizen of a member country; or
 - (ii) has established his/her domicile in a member country as a "bona fide" resident and is legally entitled to work in the country of domicile.
- (b) **A firm** is considered to have the nationality of a member country if it meets the two following requirements:
 - (i) is legally constituted or incorporated under the laws of a member country of the Bank; and
 - (ii) more than fifty percent (50%) of the firm's capital is owned by individuals or firms from member countries of the Bank.

All members of a JVCA and all subcontractors must meet the nationality criteria set forth above. In the case that the Non-Consulting Services Contract includes the supplying of goods and related services, all such goods and related services shall have as their origin any member country of the Bank.

Goods have their origin in a member country of the Bank if they have been mined, grown, harvested, or produced in a member country of the Bank. A good has been produced when through manufacture, processing or assembly another commercially recognized article results that differs substantially in its basic characteristics, function or purpose of utility from its parts or components. For a good consisting of several individual components that need to be interconnected (either by the supplier, the purchaser or by a third party) to make the good operative and regardless of the complexity of the interconnection, the Bank considers that such good is eligible for financing if the assembly of the components took place in a member country, regardless of the origin of the components. When the good is a set of several individual goods that are normally packaged and sold commercially as a single unit, the good is considered to originate in the country where the set was packaged and shipped to the purchaser. For purpose of origin, goods labeled "made in the European Union" shall be eligible without the need to identify the corresponding specific country of the European Union. The origin of materials, parts or components of the goods or the nationality of the firm that produces, assembles, distributes or sells the goods, does not determine the origin of the goods.

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

- 2.1 Effectiveness of Contract** This Contract shall come into effect on the date the Contract is signed by both Parties or such other later date as may be stated in the SC. The date the Contract comes into effect is defined as the Effective Date.
- 2.2 Commencement of Services** UNDP shall begin carrying out the Services not later than the number of days after the Effective Date specified in the SC.
- 2.3 Expiration of Contract** Unless terminated earlier pursuant to Clause GC 2.6 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SC.
- 2.4 Modifications or Variations** Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

2.5 Force Majeure

2.5.1 Definition For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies.

Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Experts, Sub-consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.

Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

2.5.2 No Breach of Contract The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

2.5.3 Extension of Time Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.5.4 Payments During the period of their inability to perform the Services as a result of an event of Force Majeure, UNDP shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

2.6 Termination

2.6.1 By the Client The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this

Clause GC 2.6.1. In such an occurrence the Client shall give a not less than thirty (30) days' written notice of termination to UNDP, and sixty (60) days' in the case of the event referred to in (e).

- (a) If UNDP does not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Client may have subsequently approved in writing.
- (b) If UNDP becomes insolvent or bankrupt.
- (c) If UNDP, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- (d) If, as the result of Force Majeure, UNDP are unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- (e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- (f) If UNDP fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof.

2.6.2 By UNDP UNDP may terminate this Contract, by not less than thirty (30) days' written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause GC 2.6.2:

- (a) If the Client fails to pay any money due to UNDP pursuant to this Contract and not subject to dispute pursuant to Clause GC 7 hereof within forty-five (45) days after receiving written notice from UNDP that such payment is overdue.
- (b) If, as the result of Force Majeure, UNDP is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- (c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof.

2.6.3 Payment upon Termination Upon termination of this Contract pursuant to Clauses GC 2.6.1 or GC 2.6.2, the Client shall make the following payments to UNDP:

- (a) payment pursuant to Clause GC 6 for Services satisfactorily

performed prior to the effective date of termination;

- (b) except in the case of termination pursuant to paragraphs (a) through (c), and (f) of Clause GC 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel and their eligible dependents.

3. OBLIGATIONS OF UNDP

3.1 General

3.1.1 Standard of Performance UNDP shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. UNDP shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub-Consultants or third Parties.

3.2 Conflict of Interests UNDP shall hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

3.2.1 UNDP Not to Benefit from Commissions, Discounts, etc. The payment of UNDP pursuant to Clause GC 6 shall constitute UNDP's only payment in connection with this Contract or the Services, and UNDP shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and UNDP shall use their best efforts to ensure that the Personnel, any Sub-Consultants, and agents of either of them similarly shall not receive any such additional payment.

3.2.2 UNDP and Affiliates Not to be Otherwise Interested in Project UNDP agrees that, during the term of this Contract and after its termination, UNDP and any entity affiliated with UNDP, as well as any Sub-Consultants and any entity affiliated with such Sub-Consultants, shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to UNDP's Services for the preparation or implementation of the project.

3.2.3 Prohibition of UNDP shall not engage, and shall cause their Personnel as well as their Sub-Consultants and their Personnel not to engage, either

- Conflicting Activities** directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract.
- 3.3 Confidentiality** Except with the prior written consent of the Client, UNDP and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall UNDP and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.
- 3.4 Insurance to be Taken Out by UNDP** UNDP (a) shall take out and maintain, and shall cause any Sub-Consultants to take out and maintain, at their (or the Sub-Consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage, as shall be specified in the SC; and (b) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid.
- 3.5 UNDP's Actions Requiring Client's Prior Approval** UNDP shall obtain the Client's prior approval in writing before taking any of the following actions:
- (a) entering into a subcontract for the performance of any part of the Services,
 - (b) appointing such members of the Personnel not listed in Appendix C, and
 - (c) any other action that may be specified in the SC.
- 3.6 Reporting Obligations**
- (a) UNDP shall submit to the Client the reports and documents specified in Appendix B hereto, in the form, in the numbers and within the time periods set forth in the said Appendix.
 - (b) Final reports shall be delivered in USB Jump Drive in addition to the hard copies specified in said Appendix.
- 3.7 Documents Prepared by UNDP to be the Property of the Client** Not applicable.
- 3.8 Accounting, Inspection and Auditing** UNDP (i) shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the bases thereof, and (ii) shall periodically permit the Client or its designated representative and/or the Bank, and up to three (3) years from the expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors

appointed by the Client or the Bank, if so required by the Client or the Bank as the case may be.

4. UNDP'S PERSONNEL

- 4.1 Description of Personnel** UNDP shall employ and provide such qualified and experienced Personnel and Sub-Consultants as are required to carry out the Services. The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Service Provider's Key Personnel are described in Appendix C.
- 4.2 Removal and/or Replacement of Personnel**
- (a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of UNDP, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Key Personnel, UNDP shall provide as a replacement a person of equivalent or better qualifications.
 - (b) If the Client finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then UNDP shall, at the Client's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Client.
 - (c) UNDP shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

5. OBLIGATIONS OF THE CLIENT

- 5.1 Assistance and Exemptions** The Client shall use its best efforts to ensure that the Government shall provide UNDP such assistance and exemptions as specified in the SC.
- 5.2 Change in the Applicable Law Related to Taxes and Duties** If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost incurred by UNDP in performing the Services, then the remuneration and reimbursable expenses otherwise payable to UNDP under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Clauses GC 6.2 (a) or (b), as the case may be.
- 5.3 Services and Facilities** The Client shall make available free of charge to UNDP the Services and Facilities listed under Appendix E.

6. PAYMENTS TO UNDP

- 6.1 Lump-Sum Payment** The total payment due to UNDP shall not exceed the Contract Price which is an all-inclusive fixed lump-sum covering all costs required to carry out the Services described in Appendix A. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in Clause 6.2 if the Parties have agreed to additional payments in accordance with Clause 2.4.
- 6.2 Contract Price** (a) The price payable in foreign currency/currencies is set forth in the SC.
(b) The price payable in local currency is set forth in the SC.
- 6.3 Payment for Additional Services** For the purpose of determining the remuneration due for additional services as may be agreed under Clause 2.4, a breakdown of the lump-sum price is provided in Appendices D.
- 6.4 Terms and Conditions of Payment** Payments will be made to the account of UNDP and according to the payment schedule stated in the SC.
- 6.5 Interest on Delayed Payments** If the Client has delayed payments beyond fifteen (15) days after the due date stated in the Clause SC 6.4, interest shall be paid to UNDP for each day of delay at the rate stated in the SC.

7. GOOD FAITH

- 7.1 Good Faith** The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

8. SETTLEMENT OF DISPUTES

- 8.1 Amicable Settlement** The Parties agree that the avoidance or early resolution of disputes is crucial for a smooth execution of the Contract and the success of the assignment. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.
- 8.2 Dispute Resolution** Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in the SC.

III. Appendices

Appendix A – Description of Services

I. CONTEXT

On 4th of October 2016, Hurricane Matthew, a Category 4 storm with winds of up to 235 km/h, made landfall in south-western Haiti, resulting in the country's largest humanitarian emergency since the 2010 earthquake (which had killed 222 570 people and affected more than 3,5 million people).

Hurricane Matthew caused extensive flooding and mudslides, damage to road infrastructure and buildings, as well as electricity and water shortages. The most affected departments are Grand'Anse, Sud, Nippes and Sud-Est. The Ouest and Nord-Ouest departments are also affected.



Figure 1. Wind Speed and impacted areas (Source: Flash Appeal)

As of 31st of October, Matthew's official toll was 546 deaths and 438 injured, 2.1 million affected (12% of Haiti's population), 806,000 potentially impacted by extreme food insecurity, and 1.4 million people in need of humanitarian assistance.

The impact of Hurricane Matthew has been very severe due to pre-existing vulnerabilities, which include strong exposure to natural hazards (physical vulnerability), socio-economic fragility and political instability. As such, various global indices identify Haiti as one of the countries most at risk.

Haiti ranks 14th out of 191 in the Index for Risk Management 2017 (INFORM); 3rd out of 187 in the Global Climate Risk Index 2016; and 21st out of 171 in World Risk Index 2015. Six years after the 2010 earthquake, the country is still struggling to move from recovery to longer term development, fighting poverty and environmental degradation. Haiti remains the poorest country in the Americas and one of the poorest in the world (with a GDP per capita of US\$ 846 in 2014). It also ranks 163rd out of 188 in the 2015 Human Development Index (HDI). Gross National Income per capita (at Purchase Power Parity) is \$1,730, while the average for the Latin America and the Caribbean region is \$14,098 (World Bank, 2014). It is also one of the most unequal countries, with a Gini coefficient of 0.61 as of 2012.

In addition, the political situation in Haiti remains uncertain. Following Hurricane Matthew, the presidential elections, initially scheduled for the 9th of October 2016, were held on 20th of November 2016. The official results are not yet announced and there is a possibility that a second round takes place on 29th of January 2017. This transition period reinforces the institutional instability and comes at a time when the country faces many challenges, including as part of the post-Matthew response.

II. IMPACTS OF HURRICANE MATTHEW

The impacts of Hurricane Matthew are considered particularly severe.

First, heavy rainfall and landslides have damaged infrastructure – particularly in the south-west and south, south-east and north-west – making roads impassable, destroying bridges, affecting critical supply lines and disrupting private-sector activities. In addition, the Emergency Food Security Assessment (EFSA) demonstrated that 806,000 people are impacted by an “extreme level” of food insecurity, requiring urgent food assistance.

Second, Hurricane Matthew has chased large number of people from their homes, affecting critical socio-economic infrastructure. The Directorate of Civil Defence (Direction de la Protection Civile – DPC) reports that up to 90 percent of houses are destroyed in worst affected areas. Businesses, schools, public buildings and other essential services have also been damaged.



Figure 2. Areas considered in the preliminary analysis of damage to buildings in the departments of the South

The preliminary building damage analysis carried out by UNITAR-UNOSAT, which covers Area 1, 2 and 4 (approximately 810km²) of the Grand'Anse department, shows a total of 26,604 buildings/structures with visible damages and approximately 351 locations with visible road obstacles and/or access constraints. In addition, 1,381 temporary people gathering sites have been identified within these analyzed areas. Debris and solid waste, from collapsed houses, roofs, fallen trees, flooded cemeteries and latrines, continue to threaten lives and public health, and hamper access to populations in need, notably in remote areas.

The hurricane also has had significant repercussions on community socio-economic well-being and lifelines, such as farming, fishing and small scale commercial activities, both formal and informal.

Lastly, Hurricane Matthew poses a serious threat to public health. The country is facing an increase in the number of cholera cases. 3,423 suspected cholera cases were reported from 4 to 24 October, including 1,065 in Sud and 752 in Grand'Anse departments. 34 cholera treatment centres have been destroyed, departmental medical items stocks have been reported as damaged or lost, and surveillance systems have been affected. Continuous heavy rains create a risk of spreading of the disease. Beyond cholera, a wide range of other water-borne diseases could affect over thousands of already vulnerable family and children.

III UNDP's APPROACH TO CRISIS RESPONSE AND RECOVERY

UNDP aims to support the recovery through **combining community support and livelihoods restoration by injecting financial resources at the household level, through emergency employment activities in debris management, reconstruction and/or infrastructure rehabilitation.**

This approach to recovery not only meets the immediate needs in the affected regions, but also creates the conditions for long-term recovery, resilience to multiple shocks (including natural disasters) and sustainable development. This approach underscores the need to link relief efforts with longer-term rehabilitation and development efforts.

In response to Hurricane Matthew, UNDP's interventions will also focus on strengthening governance capacities (at national and local levels), in order to better coordinate and manage recovery processes (including PDNA and related recovery frameworks) and to ensure proper delivery of basic services.

UNDP's approach is also guided by two international frameworks in the fields of preparedness, recovery, rehabilitation and reconstruction: the outcomes of the World Humanitarian Summit (WHS) and the Sendai Framework for Disaster Risk Reduction 2015-2030. In this context, the United Nations committed to a new way of working that responds both to immediate humanitarian needs of populations while reducing risks and vulnerabilities. UNDP aims to use the opportunities offered by the recovery phase to "*enhance disaster preparedness for effective response*" and "*build back better*". Disaster risk reduction is therefore fully integrated into the recovery phase, through measures supporting land-use planning, improvement of structural standards and the sharing of expertise and lessons learned to integrate post-disaster reconstruction into the longer-term economic and social sustainable development of affected areas.

Such approach directly responds to the priorities of the Government of Haiti and is at the core of the UNDP Strategic Plan 2014-2017.

Guiding Principles for Recovery

- Focus on the most vulnerable;
- Restore local capacities for service delivery;
- Rebuild people's livelihoods as a matter of priority;
- Secure human development gains;
- Reduce disaster risk;
- Engage the private sector;
- Promote independence and self-sufficiency;
- Ensure integration of gender, age, and disability based perspectives;
- Ensure transparency and accountability;
- Promote subsidiarity and decentralization;
- Strengthen coordination.

IV. DESCRIPTION OF THE UNDP-FAES-IDB PROJECT

The project strategy acknowledges the key role of civil society, the recent election of local government representatives and the need to strengthen local governance, as well as the importance of strengthening national-level ownership of the recovery and resilience-building processes, by partners such as the Ministry of Planning and External Cooperation and the Ministry of Interior, including the Directorate of Civil Defense.

In terms of geographic scope, **UNDP will focus on the most affected departments of the South (Sud) and Grand'Anse**, starting from Grand'Anse, with the aim to rapidly scale up its existing ongoing disaster risk reduction programmes in the region. It will also build on an extensive presence at the local level and excellent relations with national and local authorities.

Building on UNDP's "Cash for Work" methodology, UNDP technical teams will provide technical assistance to the Municipalities ("Mairies") and Community-Based Organisations (Associations) in order **to create up to 28,266 short-term jobs, over a period of 10 working days, of which at least 40% will be held by women.** To implement the project activities, at least 30 agreements will be signed directly with local authorities and CBOs in the affected municipalities. N.B: Depending on the progress in the implementation of the programmes, it will be possible to create more than one agreement with a municipality or a CBO.

The following table summarizes the list of municipalities targeted for the proposed project:

Department	Municipality
Grand'Anse	Abricots
	Anse d'Hainault
	Beaumont
	Bonbon
	Chambellan
	Dame Marie
	Jérémie
	Les Irois
	Moron
Sud	Chardonnières
	Les Anglais
	Tiburon
Total – Number of targeted municipalities	12
Total – Number of short-term jobs created (estimation)	28,266
Total – Financial resources injected at the community level	1,721, 553 \$

Payment and Fund transfer modalities:

Depending on the realities of each municipality and the risks associated with the payment transactions, the project plans to use the following 3 strategies to ensure the payroll of the community workforce:

- Use of local ‘Caisses Populaires’ that are members of the National Association of Caisses Populaires Haïtiennes (ANACAPH);
- Use of Société Générale des Banques (SOGEBANK) services ;
- Use of mobile cash transfer (mobile money).

In cases where project beneficiaries own a mobile phone, mobile payments will be prioritized (through the DIGICEL company). However, in some communal sections, nearly 60 per cent of the population does not have a cellphone. It is therefore critical to identify and work with a third party partner, such as these “credit unions” which fully participate in the economic revitalization of the affected communities.

Monitoring and control mechanisms:

Money payments often present high risks. It is therefore necessary to allocate sufficient resources to supervise these processes.

UNDP already has specific and well-defined working arrangements for Cash for Work projects. Within the framework of this project, UNDP field teams will oversee and support partners' capacities to ensure proper management of the workforce's attendance records and the control of the beneficiaries' identities, in partnership with local authorities.

Coordination and steering of the project:

The project will use a UNDP direct implementation modality (DIM) and will be piloted by the UNDP country office in Haiti, under the direction of a Project Manager. The implementation of the UNDP-FAES-IDB programme will be coordinated by two UNDP field teams covering Jérémie and Les Cayes. These municipalities were identified according to several criteria: easy access to the affected areas; coverage of affected populations; location of current United Nations offices; and more centralized communication with departmental officials.

Coordination will be carried out in a participatory manner, in close collaboration with local governments, NGOs, community-based organizations, UN agencies and other UNDP partners in the region. UNDP teams will benefit from global technical and programming capabilities for local governance, money transfer, organic and waste debris management, livelihoods, recovery and information management, among others. **All project decisions will be taken in close consultation with the FAES (at both central and local levels) and with the active involvement of the local authorities (Municipalities, CASEC, ASEC).** FAES teams will participate in the monitoring and evaluation of activities.

V. PROJECT OBJECTIVES - OUTCOMES and OUTPUTS

The UNDP-FAES project, spanning from December 2016/January 2017 till March 2017, contributes to the realization of a larger UNDP Post-Matthew Recovery Programme (three-year duration – \$US29 million in funding requirement), with the following outcomes:

- Outcome 1: National and local capacities enhanced for planning, management, monitoring and evaluation of inclusive and equitable post-Matthew recovery efforts
- Outcome 2: Communities revitalized through immediate livelihood opportunities for women and men, focused on contributing to the environmental and economic restoration of the community
- Outcome 3: Communities supported in longer-term recovery efforts, ensuring greater resilience to climate and disaster risk

The funding of the FAES, for an amount of \$ 1,995,000, will focus specifically on cash for work activities, contributing to the achievement of Outcome 2 of the overall Post-Matthew Recovery Plan.

Contribution of the FAES to the overall UNDP Post-Matthew Recovery Programme		
Outcome	<i>Outcome 2. Communities are revitalized and women and men have access to immediate livelihood opportunities contributing to the environmental and economic restoration of their community.</i>	
Output	Description	Duration
<i>Output 2.1: Immediate livelihoods of women and men are restored, ensuring household and community stability in the early recovery period.</i>	<p>Activities will focus on the emergency restoration and stabilization of livelihoods through the implementation of an immediate emergency employment initiative through a Cash for Work modality. Immediate jobs, contributing to the repair of productive infrastructures (i.e.: irrigation canals, agricultural land) as well as the rehabilitation of roads and key community infrastructures, will be created.</p> <p>A money transfer mechanism will be established and coordinated, including through the preparation and harmonization of multiple targeted beneficiaries' lists. In addition, the project will support CBOs in the development and implementation of community-based micro-projects, with an emphasis on immediate livelihood restoration.</p>	Immediate implementation (0-3 months)
<i>Output 2.2: Organic debris/solid waste from Hurricane Matthew are cleared and managed safely, using resilient and environmentally friendly standards and methods.</i>	<p>Building on the results of ongoing studies which aim to assess the volume, location, type, removal and treatment requirements of organic debris and waste (and also their possible recycling and reuse), UNDP will use a Cash for Work (CfW) modality to ensure their proper disposal and management, and provide relevant training and equipment to selected workers. Recycled organic debris and solid waste will be used in the rehabilitation of community infrastructure and housing to the maximum extent possible (cf. output 2.1). In parallel, UNDP will involve communities and build their capacities to enhance sustainable planning, coordination and implementation of organic debris and waste management in the medium and long run.</p>	Immediate implementation (0-3 months)

UNDP-FAES INTERVENTION LOGIC :

This project aims to create the conditions for long-term recovery, promoting resilience to multiple shocks as well as sustainable development. In addition, efforts will be made to strengthen governance by focusing on enhancing national and local capacity for planning, coordination and implementation of recovery efforts.

The project will particularly focus on:

- *the immediate rehabilitation of the livelihoods of affected populations, and;*
- *the creation of emergency employment opportunities in the removal and management of organic waste and debris and the rehabilitation of small community infrastructure.*

The affected areas are mostly rural, where communities depend heavily on the ecosystem/environment for their livelihoods. Agriculture and fishing are among the main productive activities. The devastation caused by Hurricane Matthew – which has chased about 120,000 people from their homes – has affected critical socio-economic lifelines, including farming, fishing and small scale commercial activities, both formal and informal. If left unaddressed, this situation will lead to increased food insecurity and malnutrition in the coming six months, as in some areas 80% of the harvest has been destroyed. In this context, livelihoods rehabilitation, with a special focus on women, is a time-critical activity to ensure immediate access to income for the most disadvantaged and vulnerable community members.

UNDP will work with these communities, particularly those involved in agriculture, fisheries and informal employment. To avoid the worsening of their food security situation, **the project will strive to assist affected communities in restoring their livelihoods, with the objective to resume agricultural activities in time for the planting season.**

The project will implement its emergency employment activities in a way that is consistent with the economic potential and the recovery plans of affected areas. UNDP will work closely with the FAES, relevant line ministries and local authorities including municipalities and other decentralized structures, CBOs and communities throughout the planning, coordination and implementation of the recovery process. It will foster synergies with the work of other actors, in order to ensure that the interventions are complementary and mutually reinforcing, towards the broader objective of enhancing livelihoods and promoting environmental restoration and community resilience.

In view of the importance and growing interest of partners in cash-related assistance in the overall post-Matthew relief and recovery response, the project will explore different modalities of conditional/non-conditional cash transfer and the possibility of harmonization of beneficiary lists, and assess the feasibility of scaling up of these programmes.

While the clearing and management of organic waste and debris (such as fallen trees, stones, dead animals) will provide immediate employment opportunities through Cash for Work projects in the targeted municipalities, the same scheme applied to the rehabilitation of agricultural land/assets and secondary access roads, as well as the restoration of supply routes

and relevant productive infrastructure (including irrigation canals and river basins), will also aim to trigger the resumption of agricultural activities and food production in the affected regions. **Consequently, beyond the direct beneficiaries of this project (i.e.: employed people), the activities undertaken by this programme will benefit the entire population in the affected areas:**

Department	Overall population	Overall Affected persons ¹	Most affected communes (by food distribution)	List of Communes in the Department
Grand'Anse	470,000	470,000	Jérémie Beaumont Dame-Marie Bonbon	Anse-d'Hainault Roseaux Dame-Marie Jérémie Les Irois Abricots Corail Bonbon Beaumont Chambellan Pestel Moron
Sud	775,000	775,000	Les Cayes Torbeck Port-Salut Île à Vache (island)	Aquin Chardonnières Cavaillon Les Anglais Saint-Louis du Sud Tiburon Les Cayes Côteaux Camp-Perrin Port-à-Piment Chantal Roche-à-Bateaux Île à Vache (island) Port-Salut Maniche Saint-Jean-du-Sud Torbeck Arniquet

By focusing both on immediate livelihood restoration and resilience to future climate and disaster risks, the project will also involve CBOs in the development and implementation of various micro-projects. The project will also support local authorities throughout **the planning of resilient and environmentally sound interventions**, with particular emphasis on creation of green jobs and rehabilitation of key public infrastructure, with the aim to ensure better provision of basic services in the short and medium term.

In order to prevent further damages and degradation to the environment and the ecosystem, UNDP will work with the FAES and affected municipalities to ensure that the removal and management of organic debris and waste take into account environmental protection and disaster risk principles, norms and standards.

In collaboration with FAES and municipalities, UNDP will continue to assess the types of debris and waste, their location (rural / urban) and then determine the most appropriate methodology and approach for their removal and disposal in targeted locations. With regard to organic debris, special attention will be paid to the protection of coastal areas and of Park Macaya. Preservation of biomass and soil reconstruction, as well as planning for reforestation and stabilization of gullies / slopes will also important to prevent soil erosion.

¹ OCHA, Matthew Snapshot Oct 31st Affectations by Department.

VI. ROADMAP – COOPERATION FAES-UNDP FOR IMPLEMENTATION OF THE “CASH FOR WORK” PROJECT

Building on the mutual objectives of the FAES and UNDP to support the departments impacted by Hurricane Matthew and to provide assistance to the affected population, the two institutions will collaborate closely to ensure the proper execution of the project and agree on operational synergies at the central and local level.

For this purpose, the following activities will take place:

- *Inception workshop:* Once the contract is signed, UNDP and FAES will meet to exchange on their respective plans and activities in the departments of Sud and Grande Anse and how they can mutually support each other's effort in the achievements of common objectives.
 - UNDP will present its initial results in implementing “cash-for-work projects” in affected areas, building on the result of multi-hazard risk maps developed in Grande Anse, with the Government of Haiti
 - FAES will share experiences from its existing cooperation activities with local actors in the South and Grande Anse with the aim to ensure that UNDP operational activities complement their strategic objectives.
- *Implementation workshop in Jérémie:* Drawing on the first strategic meeting, FAES and UNDP counterparts will meet in Jeremie to further the operationalization of the project, including through discussions on the targeting of beneficiaries and the areas where debris removal and community infrastructure rehabilitation will take place.
- *Day-to-day coordination:* UNDP field teams will work closely with FAES representatives at the local level to agree on targeted areas in the 12 municipalities of the project, with guidance from FAES and UNDP.
- *Joint field visits:* To monitor the proper implementation of the project and assess results, UNDP and FAES officials will jointly undertake field visits. UNDP will provide logistical support to the FAES (e.g.: facilitating transportation), where necessary.
- *Mid-term review:* After one month of activities, FAES and UNDP teams will review progress achieved and validate the roll-out of the second phase of the project.
- *Final stock-taking:* After the completion of the project activities (3 months), UNDP and FAES will review the main achievements and assess scope for further cooperation in the context of the Post-Matthew Recovery Programme.

VII. PROJECT EXPENDITURES

In order to promote the socio-economic revitalization of affected communities, three main types of expenditure are required under this project (see detailed budget in Annex D):

1. Payroll of the community workforce, which aims to provide immediate income opportunities to affected households (28,266 estimated direct beneficiaries) and inject cash into communities to support the resumption of local economic activities. The selected workers will be employed for a maximum of 10 days, in order to maximize the number of beneficiaries and provide an opportunity for as many people as possible in the community to access a temporary source of income. For instance, the estimated salaries will be 300 gourdes per day for workers, 500 gourdes per day for team leaders and 750 gourdes per day supervisors.
2. Institutional strengthening of Municipalities and Associations, with the aim to foster ownership of the recovery process by local authorities. In partnership with the FAES, UNDP will work closely with municipalities and CBOs to establish the list of beneficiaries - based on predefined selection criteria that promote an inclusive and gender-sensitive approach -, while restoring their capacity to manage and monitor emergency employment projects. It should be noted that Hurricane Matthew has created havoc in the local authorities, destroying a large part of their resources and operational capacities. Support for the acquisition of new equipment (e.g.: partial electrification, small office equipment) is therefore necessary to enable a proper implementation and supervision as well as an effective monitoring of the projects (e.g.: preparation of activity reports).
3. Equipments for community work, including the tools needed for the removal of debris and the cleaning of irrigation canals. At the end of the project, these tools and equipment will be left at the disposal of the communities, in order to sustain the activities on the ground and strengthen the local capacities to respond to disasters. With its own resources, UNDP has already purchased and is able to provide some of the material (estimated contribution of \$ 75,497), but the purchase of more tools (see indicative list below) will be required to fully equip the workers in the 12 municipalities targeted by the project.

In total, 86% of the funds required for this project will be injected at the community level (\$ 1,721,553). The remainder of the budget covers operational costs, in particular those related to the service costs of the operators responsible for the payroll of the workforce and the costs related to the implementation/monitoring of the project.

Indicative list of tools/equipments needed for the UNDP-FAES-IDB project:

- | | | |
|------------------|------------|----------------------------|
| • Helmets | • Pickaxes | • Buckets |
| • Masks | • Strings | • Files |
| • Jig Saws | • Ropes | • Shovels (long and short) |
| • Chainsaws | • Machetes | • Hammers |
| • Solar Lanterns | • Axes | • Maces |
| • Solar chargers | • Gloves | |
| • Wheelbarrows | • Boots | |

VIII. UNDP- RECENT RESULTS IN THE POST-MATTHEW RESPONSE

UNDP's experience in responding to disasters in Haiti: UNDP has achieved important results in supporting the government of Haiti in the post-earthquake transition. The lessons learned will ensure an adequate response to Hurricane Matthew. In particular, with the support of UNDP, 50 IDP camps were closed, 11,000 families were able to access decent and secure housing, more than 350,000 permanent and temporary jobs were created, a national housing policy was adopted in 2013, 600 masons were trained in anti-seismic construction and 7 multidimensional risk maps were developed. In addition, a methodological guide on urban risk reduction was developed, constituting a framework of reference at the national level for urban and territorial planning. UNDP has also been involved in water management, which is relevant in the context of the post-Matthew recovery.

Post-Matthew response: With its own funds, UNDP (through HQ crisis response funds combined with regular resources of the country office) has allocated \$ 1,000,000 to the post-Matthew recovery. As a result, UNDP already has an established presence in 12 municipalities of Grand'Anse and South (signed agreements), with emergency employment projects already implemented in the communes of Abricots, Anse d'Hainault, Dame Marie and Jeremie.

For example, the results obtained in the municipality of Jérémie (similar to the other localities) are as follows:

- 953 jobs created (9,530 people/day), including at least 40% for women;
- 1,600 linear meters (ml) of cleaned and rehabilitated irrigation canals;
- 3400 cubic meters (m3) of debris and waste collected;
- 300 ml of cleaned access roads.

In the past two months, UNDP has also provided technical support to several municipalities in the targeted areas, including for the following activities:

- Post-disaster preliminary assessments;
- Technical advice on the cleaning of irrigation canals;
- Technical advice on the cleaning of access roads;
- Technical advice on the collection and management of debris and waste;
- Strengthening of institutional and planning capacities of local authorities.

IDB/FAES funds **will support the scaling-up of these programmes**, on the basis of the activities already implemented/completed in the above-mentioned municipalities. The new funds will allow for the implementation of emergency employment projects in all 12 targeted municipalities, in particular in locations where projects have not yet begun due to lack of financial resources. In addition, the funding will also enable the hiring of additional workers in municipalities that have already benefited from initial cash-for-work projects, and where the community needs remain particularly important.

APPENDIX B - REPORTING REQUIREMENTS

Reports and Documents to be Submitted by UNDP

	Type of Report and Contents	Responsibility for preparation	To be received by	Frequency
1	Inception Report: Preliminary assessment, implementation strategy and a detailed work plan	UNDP & National Project Director	FAES Ministry of Planning and External Cooperation	Within 30 days after commencement of the Service (once)
2	Progress Reports: Reports setting out progress against quarterly work plan	UNDP & National Project Director	FAES Ministry of Planning and External Cooperation	At the end of each quarter
3	Annual Review Report: Project progress report covering the whole year, with updated information for each element of the project progress report as well as a summary of results achieved against pre-defined annual targets at the output level.	UNDP & National Project Director	FAES Ministry of Planning and External Cooperation	Within a year after the beginning of activities
4	Financial statements: Financial analysis and reporting on the fund disbursed by the project	UNDP & National Project Director	FAES Ministry of Planning and External Cooperation	Every 6 months
5	Project Completion Report: Report assessing performance and success of the project, looking at the sustainability of the results, including the contribution to related outcomes (and the status of these outcomes) and including lessons learned and recommendations	UNDP & National Project Director	FAES Ministry of Planning and External Cooperation	Within 30 days after completion of Services.

All financial reports provided by UNDP will follow UNDP standard format.

APPENDIX C - KEY PERSONNEL AND SUB-CONSULTANTS

The project will be managed by UNDP Haiti/ Poverty Reduction Unit.

The overall responsibility for administration of personnel and financial matters is placed with the UNDP Haiti/Livelihoods Unit.

The following key personnel will be put at the disposal of the project (as an in-kind contribution from UNDP):

Personnel	Number	% time allocated	Duration (months)
Head of Unit	1	25%	3
Head of Project	2	50%	3
Monitoring Officer	1	100%	2
Community Facilitators	3	100%	2
Technical Assistant	10	90%	2
Administrative Assistant	1	100%	2
Administrative Assistant	1	30%	2
Total	19		

APPENDIX D - BREAKDOWN OF CONTRACT PRICE IN FOREIGN CURRENCY

The total cost of the project is US \$ 2,207,604 including a funding of US \$ 1,995,000 from FAES / IDB. As part of the FAES / IDB contribution, US \$ 1,721,553 (86.3% of the total project resources) will be injected at the community / municipal levels.

The breakdown of the indicative budget is presented as below:

Expenditures	Description and Account	TOTAL
Payroll for the community workforce	71810 Fund transfer for payroll of the people employed by the cash-work programmes	1,344,300
Institutional strengthening (fund transfer for activity management)	71810 Fund Transfer for Municipalities and Community Based Organisations	100,503
Equipments for community work	72200 Procurement of material, equipments, tools, protection kits, etc.	276,750
SUB-TOTAL injected at community and municipal levels		1,721,553
Operational expenses related to the project implementation	72100 Contracting of financial institutions for the management of the payroll (estimated fees: ~ 5% of total payments)	67,215
	72300 Fuel	18,232
	71600 DSA	13,250
	72500 Supplies	13,250
	73400 Maintenance	5,300
	71200 International consultant	21,200
	61300, 71400 Local and international staff - Monitoring and quality assurance	135,000
Sub-total Operational expenses		273,447
SUB-TOTAL		1,995,000
General Management Support (GMS)		58,107
In-kind contribution of UNDP (equipments and staff)		154,497
TOTAL – PROJECT		2,207,604

APPENDIX E - SERVICES AND FACILITIES PROVIDED BY THE CLIENT

UNDP will be responsible for the implementation of the project's activities by making available the time and expertise of its senior personnel at all hierarchical levels. However, to support the implementation of the program, the FAES will use its best endeavors to make available or deliver, as a minimum, the following resources:

1. A full-time focal point (FP) from FAES who will have the responsibilities of coordinating the project's overall activities within FAES, and to serve as liaison between UNDP and FAES main departments (Poverty Reduction Unit, Communication Unit, Programme Coordination Unit, Regional Bureau coordination unit, etc), directions (administrative, financial, social, monitoring/evaluation, economic initiative and institutional strengthening) and relevant regional bureaux. The FP will also interact with the Ministry of Planning and External Cooperation and assist in the coordination of fieldwork, advocacy activities, organizing meetings with the relevant chambers of commerce and other key organizations of the private sector.
2. Support from the following key FAES personnel:
 - Director General
 - Deputy Director General
 - Relevant Directors (administrative, financial, social, monitoring/evaluation, economic initiative and institutional strengthening directions)
 - Directors of the South and West Regional Bureaux
3. Hosting and administrative support:

During the course of the project, FAES agrees to supply office accommodations and amenities to UNDP personnel as necessary. This will include: use of the conference room, overhead projector, telephone, internet, photocopier and related supplies, as well as administrative and clerical personnel when necessary.