

**STANDARD LETTER OF AGREEMENT BETWEEN
THE UNITED NATIONS DEVELOPMENT PROGRAMME AND
GENERAL DIRECTORATE OF PLANNING, MINISTRY OF PLANNING**

**ON THE IMPLEMENTATION OF THE PROJECT TITLED POLICY AND INNOVATION HUB FOR
SUSTAINABLE DEVELOPMENT WHEN UNDP SERVES AS IMPLEMENTING PARTNER**

Reference: LoA/2021/06

Dear Excellency,

1. Reference is made to the consultations between officials of the United Nations Development Programme (hereinafter referred to as "UNDP") in Cambodia and officials of the General Directorate of Planning (hereinafter referred to as "GDP") of the Ministry of Planning, with respect to the realization of activities by GDP in the implementation of the Policy and Innovation Hub for Sustainable Development (PIH) Project (Project ID: 114485) as specified in Attachment 1: Project Document, to which UNDP has been selected as Implementing Partner.

2. In accordance with the Project Document and with the following terms and conditions, we confirm our acceptance of the activities to be provided by the GDP towards the project, as specified in Attachment 2: Description of Activities (hereinafter referred to as "Activities"). Close consultations will be held between the GDP and UNDP on all aspects of the Activities.

3. The GDP shall be fully responsible for carrying out, with due diligence and efficiency, all Activities in accordance with its financial regulations, rules and other directives, only to the extent they are consistent with UNDP's Financial Regulations and Rules. In all other cases, UNDP's Financial Regulations and Rules must be followed.

4. In carrying out the activities under this Letter, the personnel and sub-contractors of the GDP shall not be considered in any respect as being the employees or agents of UNDP. UNDP does not accept any liability for claims arising out of acts or omission of the GDP or its personnel, or of its contractors or their personnel, in performing the Activities or any claims for death, bodily injury, disability, damage to property or other hazards that may be suffered by the GDP and its personnel as a result of their work pertaining to the Activities.

5. Any subcontractors, including NGOs under contract with the GDP shall work under the supervision of the designated official of the GDP. These subcontractors shall remain accountable to the GDP for the manner in which assigned functions are discharged.

6. Upon signature of this Letter, UNDP will make payments to the GDP, according to the schedule of payments specified in Attachment 3: Schedule of Activities, Facilities and Payments.

7. The GDP shall not make any financial commitments or incur any expenses which would exceed the budget for the Activities as set forth in Attachment 3. The GDP shall regularly consult with UNDP concerning the status and use of funds and shall promptly advise UNDP any time when the GDP is aware that the budget to carry out these Activities is insufficient to fully implement the project in the manner set out in Attachment 2. UNDP shall have no obligation

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to provide the GDP with any funds or to make any reimbursement for expenses incurred by GDP in excess of the total budget as set forth in Attachment 3.

8. The GDP shall submit a cumulative financial report each quarter (as of 31 March, 30 June, 30 September and 31 December). The report will be submitted to UNDP through the UNDP Resident Representative within 10 days following those dates. The format will follow the standard UNDP expenditure report (a model copy of which is provided as Attachment 4). UNDP will include the financial report by the GDP in the financial report for project Policy and Innovation Hub for Sustainable Development (PIH) Project (Project ID: 114485).

9. The GDP shall submit such progress reports relating to the Activities as may reasonably be required by the UNDP project manager in the exercise of his or her duties.

10. The GDP shall furnish a final report within one month after the completion or termination of the Activities, including a list of non-expendable equipment purchased by the GDP and all relevant audited or certified financial statements and records related to such Activities, as appropriate, pursuant to its Financial Regulations and Rules.

11. Equipment and supplies that may be furnished by UNDP or procured through UNDP funds will be disposed as agreed, in writing, between UNDP and the GDP.

12. Any changes to the Project Document which would affect the work being performed by the GDP in accordance with Attachment 2 shall be recommended only after consultation between the parties.

13. For any matters not specifically covered by this Letter, the Parties would ensure that those matters shall be resolved in accordance with the appropriate provisions of the Project Document and any revisions thereof, and in accordance with the respective provisions of the Financial Regulations and Rules of GDP and UNDP.

14. The arrangements described in this Letter will remain in effect until the end of the project, or the completion of Activities according to Attachment 2, or until terminated in writing with 30 days notice by either party. The schedule of payments specified in Attachment 3 remains in effect based on continued performance by the GDP unless it receives written indication to the contrary from UNDP.

15. Any balance of funds that is undisbursed and uncommitted after the conclusion of the Activities shall be returned within 30 days to UNDP.

16. Any amendment to this Letter shall be affected by mutual agreement, in writing,

17. All further correspondence regarding this Letter, other than signed letters of agreement or amendments thereto, should be addressed to: Resident Representative, UNDP Cambodia, Email address: registry.kh@undp.org, No. 53, Rue Pasteur, Phnom Penh, Cambodia.

18. The GDP shall keep the UNDP Resident Representative fully informed of all actions undertaken by them in carrying out this Letter.

19. UNDP may suspend this Agreement, in whole or in part, upon written notice, should circumstances arise which jeopardize successful completion of the Activities.

20. Any dispute between the UNDP and the GDP arising out of or relating to this Letter which is not settled by negotiation or other agreed mode of settlement, shall, at the request of either party, be submitted to a Tribunal of three arbitrators. Each party shall appoint one arbitrator, and the two arbitrators so appointed shall appoint a third arbitrator, who shall be the chairperson of the Tribunal. If, within 15 days of the appointment of two arbitrators, the third arbitrator has not been appointed, either party may request the President of the International Court of Justice to appoint the arbitrator referred to. The Tribunal shall determine its own procedures, provided that any two arbitrators shall constitute a quorum for all purposes, and all decisions shall require the agreement of any two arbitrators. The expenses of the Tribunal shall be borne by the parties as assessed by the Tribunal. The arbitral award shall contain a statement of the reasons on which it is based and shall be final and binding on the parties.

21. If you are in agreement with the provisions set forth above, please sign and return to this office two copies of this Letter. Your acceptance shall thereby constitute the basis for GDP participation in the implementation of the project.

Yours sincerely,

Signed on behalf of UNDP



Nick Beresford
Resident Representative, UNDP Cambodia

08-Jun-2021

Date:

Signed on behalf of the General Directorate of Planning (GDP), Ministry of Planning



Theng Pagnathun

Delegate of the Royal Government of Cambodia and Director General of Planning

Date: 8/06/2021

Attachment 1

PROJECT DOCUMENT

Link to project document:

<https://info.undp.org/docs/pdc/Documents/KHM/Policy%20and%20Innovation%20ProDoc.pdf>

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Attachment 2

DESCRIPTION OF ACTIVITIES

Project number: 114485

Project title: Policy and Innovation Hub for Sustainable Development (PIH)

Activity start date: 10 June 2021

Activity end date: 31 Dec 2021

Results to be achieved by the GDP:

The project main objectives are to develop a new set of programmes, policies and interventions to support the Royal Government of Cambodia (RGC) and its people to respond to the development challenges facing Cambodia in the middle income transition and to ensure effective delivery of the Rectangular Strategy Phase 4, the National Strategic Development Plan (NSDP) 2019-23, and Cambodia Sustainable Development Goals (CSDGs). The project delivers its objectives in three main output areas:

Output 1: Government policies and innovative measures/initiatives formulated in support of sustainable and inclusive development

Output 2: Government policies and innovative measures/initiatives formulated in support of preservation of the national environmental endowment and combating climate change

Output 3: Government policies and innovative measures/initiatives formulated to foster greater participation and accountability

In line with the project document, the following results are expected to be achieved under this LOA:

- Mid-term review of NSDP 2019-2023 is completed, published, and disseminated
- CSDG indicators and targets are reviewed and updated considering Covid-19 pandemic
- CSDG / NSDP monitoring and evaluation (M&E) training for national and subnational administrations is completed
- MVI inception phase is completed including high-level key stakeholder consultations and identification of purpose and technical processes

Work to be performed by the GDP:

To achieve the above results, the following tasks are expected to be carried out by the GDP:

- Prepare, publish and disseminate NSDP Mid-Term Review 2021
 - Provide strategic guidance to a national consultant to prepare, publish and disseminate NSDP MTR 2021
 - Organize an orientation workshop on the preparation of inputs to NSDP mid-term review (MTR)
 - Organize a technical level consultation workshop on the draft of NSDP MTR
- Review CSDG targets and indicators
 - Organize a high-level consultation workshop on the update of CSDG targets and indicators

- Publish the adopted updated CSDGs Framework (Khmer and English)
 - Launch and dissemination of updated CSDGs Framework
- Provide M&E trainings to national and sub-national officials
 - Organize trainings on M&E for national officials
 - Organize trainings on M&E for sub-national officials
- Develop a roadmap for designing a national Multi-Dimensional Vulnerability/Multi-Dimensional Poverty Index (MVI/MPI)
 - Organize a retreat to discuss and measure multi-dimensional poverty in Cambodia
 - Organize consultations to discuss the roadmap for a national MVI/MPI
- With technical support from UNDP, explore participatory and innovative approaches to engage key stakeholders, including citizens and civil society organizations in the consultative process, and to digitalize NSDP and CSDG contents.

Work to be performed by UNDP:

To achieve the above results, the following tasks are expected to be carried out by the UNDP:

- Provide technical support to the GDP to finalize, publish and disseminate the MTR of NSDP
 - Recruit a national consultant to support the NSDP MTR
- Provide technical support to GDP with reviewing and updating CSDG indicators in response to the Covid-19 pandemic
- Provide technical support to GDP with CSDG M&E training for national and subnational administrations
- Providing technical support and assist with organizing high-level stakeholder consultations with government counterparts to develop roadmap for designing a national MPI/MVI for Cambodia
- Procure and deliver online meeting equipment for GDP

Description of inputs:

A detailed description of the project inputs by activity to *the GDP* includes:

- UNDP personnel (Team of Country Economist, National Economist and Socio-economic Policy Analyst) for providing technical assistance to the GDP in carrying out the activities;
- Technical support from UNDP Accelerator Lab and other technical personnel to ensure technical rigour, innovation, multi-stakeholder participation, innovative NSDG / CSDGs mainstreaming, monitoring and evaluation, and dissemination.
- A total financial amount to the GDP as specified in Attachment 3.

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Attachment 3 Scheduled of Activities, Facilities and Payments

Year: 2021

Policy and Innovation Hub for Sustainable Development

EXPECTED PROJECT OUTPUTS and indicators including annual targets	PLANNED ACTIVITIES <i>List all activities to be undertaken during the year towards stated outputs</i>	Timeframe			Planned Budget Amount (USD)	Schedule of payments by UNDP			Responsible Party
		2021				2021			
		Q2	Q3	Q4		Q2	Q3	Q4	
Output 1: Government policies and innovative measures/initiatives formulated in support of sustainable and inclusive development Targets: A national Multi-Dimensional Vulnerability/Poverty is developed	1.1. Working retreats to discuss and measure multi-dimensional poverty in Cambodia	x	x	x	1,500.00	4,500.00	4,500.00	GDP	
	1.2. Technical assistance to develop a national MVI			x				UNDP	
	1.3. Online meeting equipment	x						UNDP	
Output 3: Government policies and innovative measures/initiatives formulated to foster greater participation and accountability Targets: NSDP Mid-Term Review 2021 prepared, published and disseminated CSDG targets and indicators	3.1 National consultant to prepare, publish and disseminate NSDP MTR 2021	x						UNDP	
	3.2 Orientation workshop on the NSDP MTR input preparation			x		1,500.00		GDP	
	3.2 Technical level consultation workshop on the draft of NSDP MTR			x		10,000.00		GDP	
	3.4 High-level consultation workshop on the update of CSDG targets and indicators		x		3,000.00	3,000.00		GDP	

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reviewed	3.5 Publish the adopted updated CSDGs Framework (Khmer and English)				x	Audio Visual & Print Prod Costs	5,000.00		5,000.00	GDP
	3.6 Launch and dissemination updated CSDGs Framework				x	Training, Workshops and Conferences	7,500.00		7,500.00	GDP
	3.7 M&E trainings to national and sub-national officials				x	Training, Workshops and Conferences	9,750.00	9,750.00		GDP
	3.8 Recruit an IT firm or individual to update the PIP database			x		Contractual Services - Individuals	3,000.00			GDP
						TOTAL	50,250.00	4,500.00	28,750.00	17,000.00

Note:

- Any variation amounting to more than 10% within each of the outputs may be made in consultation between UNDP and the General Directorate of Planning (GDP). Such adjustments may be made only if they are in keeping with the provisions of the Project Document and if they are found to be in the best interest of the project.