

LETTER OF AGREEMENT
BETWEEN
THE UNITED NATIONS DEVELOPMENT PROGRAMME AND
THE LOUIS ARTHUR GRIMES SCHOOL OF LAW, UNIVERSITY OF LIBERIA
ON THE ESTABLISHMENT OF A LAW CLINIC UNDER THE UNDP/UNMIL JOINT
PROGRAMME
WHEN UNDP SERVES AS IMPLEMENTING PARTNER

Your Excellency,

1. Reference is made to the consultations between officials of the United Nations Development Programme (hereinafter referred to as "UNDP") in Liberia and officials of the Louis Arthur Grimes School of Law (hereinafter referred to as "Law School") with respect to the implementation of the UNDP/UNMIL Joint Programme entitled *Strengthening the Rule of Law in Liberia: Justice and Security for the Liberian People* (2016-2019), as specified in Attachment 1.
2. In accordance with the Programme Document and with the following terms and conditions, we confirm our acceptance of the activities to be provided by the Law School towards the project, as specified in Attachment 2: Description of Activities (hereinafter referred to as "Activities"). Close consultations will be held between the Law School and UNDP on all aspects of the Activities.
3. The Law School shall be fully responsible for carrying out, with due diligence and efficiency, all Activities in accordance with its Financial Regulations and Rules.
4. In carrying out the activities under this Letter, the personnel and sub-contractors of the Law School 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 Law School 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 of the Law School, and its personnel as a result of their work pertaining to the Activities.
5. Any subcontractors, including NGOs under contract with the Law School, shall work under the supervision of the designated official of the Law School. These subcontractors shall remain accountable to the Law School for the manner in which assigned functions are discharged.
6. Upon signature of this Letter and request from the Law School, UNDP will make payments directly to contractors and vendors selected through a competitive procurement process, upon review and certification of the process by the Law School and UNDP.
7. In the event additional needs/expenses are required beyond the approved project total to ensure project sustainability and effectiveness, the Law School shall promptly advise UNDP and any time it is aware that the budget to carry out these services is insufficient.
8. The Law School shall not make any financial commitments or incur any expenses which would exceed the budget for implementing the activities of the Project as set forth in Attachment 3, unless in consultation with UNDP.

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9. The Law School shall regularly consult with UNDP concerning the status and use of funds and shall promptly advise UNDP any time when the Law School is aware that the budget to carry out these Activities is insufficient to fully implement the Project in the manner set out in the Attachment 2. UNDP shall have no obligation to provide the Law School with any funds or to make any reimbursement for expenses incurred by the Law School in excess of the total budget as set forth in Attachment 3.

10. The Law School shall submit a cumulative narrative and financial report by 31 July 2017 to UNDP through the UNDP Country Director. 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 Law School in the financial report for the UNDP Programme.

11. The Law School shall submit such progress reports relating to the Activities as may reasonably be required by the UNDP Programme Manager in the exercise of his or her duties.

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

13. 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 Law School.

14. Title of all equipment bought for the use of the institutions and/or agencies within the framework of the UNDP shall vest under those institutions and/or agencies.

15. Any changes to the Programme Document which would affect the work being performed by the Law School in accordance with Attachment 2 shall be recommended only after consultation between the parties.

16. 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 Programme Document and any revisions thereof and in accordance with the respective provisions of the Financial Regulations and Rules of the Law School and UNDP.

17. The arrangements described in this Letter will remain in effect until 31 July 2017. Where differences arise between the parties, consultations and discussions will be held between all interested parties with the view of amicably settling those differences. In the event, no agreement is reached, the arrangements will remain in effect until terminated for cause, in writing (with 30 days' notice) by either party.

18. Where differences arise between parties regarding the Schedule of Payments specified in Attachment 3, consultations and discussions will be held between all interested parties with the view of solving any inconsistencies. In the event those issues cannot be solved through dialogue, written indication from UNDP will alter the agreed Schedule of Payments.

19. Any amendment to this Letter shall be effected by agreement, in writing.

20. All further correspondence regarding this Letter of Agreement, other than signed letters of agreement or amendments thereto should be addressed to the Country Director, for UNDP, and for the Law School, the President of the University. Any balance of funds that is undispersed and uncommitted after the conclusion of the Activities shall be returned within 90 days to UNDP.

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21. The Law School shall keep the UNDP Country Director and all relevant actors fully informed of all actions undertaken by them in carrying out this Letter.

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

23. Any dispute between the UNDP and the Law School 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 to nominate the third arbitrator. 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.

24. Signing this letter in duplicate copies indicates an agreement with the provisions set forth above. Your acceptance shall thereby constitute the basis for the Law School lead responsibilities in the implementation of the Project.

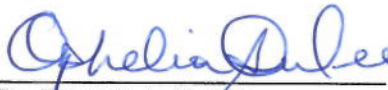
Signed on behalf of UNDP:



Dr. Pa Lamin Beyai
Country Director

Date: 29 May 2017

Signed on behalf of the University of Liberia:

P.P.


Dr. Emmett A. Dennis
President

Date: May 18, 2017

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Attachment 2: Description of Activities

Output 1: Legal aid clinic at the Louis Arthur Grimes School of Law at the University of Liberia (UOL) established and operational

Activity 1.1: Recruit a consultant to help develop a comprehensive legal aid policy, including legal ethics guidelines and clear eligibility criteria, and provide recommendations as to the organisational structure, supervision of activities and services, university accreditation, as well as possible partnerships with other legal aid providers¹

Activity 1.2: Renovate and furnish the space allocated for the legal aid clinic, including by procuring furniture, equipment and office supplies, printing of a banner, posters and leaflets etc.²

Attachment 3: Schedule of Services, Facilities and Payments³

EXPECTED OUTPUTS	PLANNED ACTIVITIES <i>List activity results and associated actions</i>	TIMEFRAME				RESPONSIBLE PARTY	PLANNED BUDGET		
		Q1	Q2	Q3	Q4		Funding Source	Budget Description	Amount
Output 1: Legal aid clinic at the Louis Arthur Grimes School of Law at the University of Liberia (UOL) established and operational	Activity 1.1: Recruit a consultant to help develop a comprehensive legal aid policy, including legal ethics guidelines and clear eligibility criteria, and provide recommendations as to the organisational structure, supervision of activities and services, university accreditation, as well as possible partnerships with other legal aid providers Activity 1.2: Renovate and furnish the space allocated for the legal aid clinic, including by procuring furniture, equipment and office supplies, printing of a banner, posters and leaflets etc.		X			Law School, UNDP, UNMIL	00103400	Contractual Services	12,500
			X			Law School, UNDP, UNMIL	00103400	Procurement	27,500
<i>Subtotal:</i>									40,000
<i>GMS (7%)</i>									2,800
<i>Total:</i>									42,800

¹ See terms of reference agreed upon between UNDP and UNMIL and the Law School
² See list of items to be procured, as agreed upon by UNDP and UNMIL and the Law School
³ Adjustments within each of the sections may be made in consultation between UNDP and UNMIL and the Law School. Such adjustments may be made if they are in keeping with the provisions of the Programme Document and if they are found to be in the best interest of the Project

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Attachment 4

MODEL UNDP EXPENDITURE REPORT
Funding Authorization and Certificate of Expenditures (FACE) Form

