



**STANDARD LETTER OF AGREEMENT BETWEEN
THE UNITED NATIONS DEVELOPMENT PROGRAMME AND
SECRETARIAT OF THE PACIFIC COMMUNITY (hereinafter referred to as "SPC")
ON THE IMPLEMENTATION OF "DROUGHT RECOVERY AND RESILIENCE IN THE REPUBLIC OF THE
MARSHALL ISLANDS" (hereinafter referred to as "RMI"),
WHEN UNDP SERVES AS IMPLEMENTING PARTNER**

Dear Dr. Rodgers,

1. Reference is made to the consultations between officials of the United Nations Development Programme (hereinafter referred to as "UNDP") Multi Country Office in Fiji and officials of Secretariat of the Pacific Community (hereinafter referred to as "SPC") with respect to the realization of activities by the SPC in the implementation of the project "Drought Recovery and Resilience in the Marshall Islands (hereinafter referred to as "RMI")", 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 SPC towards the project, as specified in Attachment 2: Description of Activities (hereinafter referred to as "Activities"). Close consultations will be held between SPC and UNDP on all aspects of the Activities.
3. SPC 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 SPC 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 SPC 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 beeps, and its personnel as a result of their work pertaining to the Activities.
5. Any subcontractors, including NGOs under contract with SPC, shall work under the supervision of the designated official of SPC. These subcontractors shall remain accountable to SPC for the manner in which assigned functions are discharged.
6. Upon signature of this Letter, UNDP will make payments to SPC, according to the schedule of payments specified in Attachment 3: Schedule of Activities, Facilities and Payments.
7. SPC shall not make any financial commitments or incur any expenses which would exceed the budget for the Activities as set forth in Attachment 3. SPC shall regularly consult with UNDP concerning the status and use of funds and shall promptly advise UNDP any time when SPC 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 SPC with any funds or to make any reimbursement for expenses incurred by SPC in excess of the total budget as set forth in Attachment 3.
8. SPC shall submit a cumulative financial report each quarter (31 March, 30 June, 30 September and 31 December). The report will be submitted to UNDP through the UNDP Resident Representative within 30 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 SPC in the financial report for the "Drought recovery and resilience in the RMI" Project.



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9. SPC shall submit such progress reports relating to the Activities as may reasonably be required by the project manager in the exercise of his or her duties.
10. SPC shall furnish a final report within 3 months after the completion or termination of the Activities, including a list of non-expendable equipment purchased by SPC 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 SPC.
12. Any changes to the Project Document which would affect the work being performed by SPC 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 the SPC and UNDP.
14. The arrangements described in this Letter will remain in effect until the end of the project, or the completion of activities of SPC 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 SPC unless it receives written indication to the contrary from UNDP.
15. Any balance of funds that is undispersed and uncommitted after the conclusion of the Activities shall be returned within 90 days to UNDP.
16. Any amendment to this Letter shall be effected by mutual agreement, in writing, including any need for additional funds that maybe needed to achieve outputs of the project.
17. All further correspondence regarding this Letter, other than signed letters of agreement or amendments thereto should be addressed to [Ms. Osnat Lubrani, UNDP Resident Representative,
18. SPC shall keep the UNDP Resident Representative fully informed of all actions undertaken by them in carrying out this Letter.
19. Either party may suspend this Agreement, in whole or in part, upon written notice (within 30 days), should circumstances arise which jeopardize successful completion of the Activities.
20. Any dispute between the UNDP and SPC 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 your SPC participation in the implementation of the project.



Yours sincerely,
Signed on behalf of UNDP

for 

Osnat Lubrani
UNDP Resident Representative

Date: 26/11/13

Signed on behalf of the Secretariat of the Pacific Community



Fekitamoeloa 'Utoikamanu (Mrs)
Deputy Director General
Secretariat of the Pacific Community

Date: 26/11/2013



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Attachment 1

PROJECT DOCUMENT





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Attachment 2

DESCRIPTION OF ACTIVITIES

Award Number: 0076309 Project title: “**DROUGHT RECOVERY AND RESILIENCE IN THE REPUBLIC OF THE MARSHALL ISLANDS (RMI)**”

I) Results to be achieved by Secretariat of the Pacific Community

Summary of the results to be achieved by *Secretariat of the Pacific Community*, particularly the outputs they are expected to produce.

A community model for drought resilient food cropping is established for future replication in drought affected atolls.

- Women and men trained in cultivation of drought resistant food crops
- Champions identified to advocate for development planning on food security and water management.
- New varieties of climate ready plantlets, vegetable seeds and seedlings are successfully grown and harvested

II) Work to be performed by Secretariat of the Pacific Community

Activities to be carried out by *Secretariat of the Pacific Community*.

Introduction and care of drought-resistant staple crops in the identified pilot site in the Republic of Marshall Islands provided through the following activities:

- Activity 1.1. Develop criteria and Identify/ Select appropriate island to use as demonstration site to showcase integrated drought mitigation techniques
- Activity 1.2. Conduct technical mission by SPC to RMI to develop fast-growing crops
- Activity 1.3. Transfer seedlings from Majuro to suitable island for propagation work to be established
- Activity 1.4. Develop monitoring and reporting mechanisms of progress on evaluation of crops
- Activity 1.5. Transfer of new varieties of climate ready plantlets to RMI for greenhouse cultivation
- Activity 1.6. Recruit temporary laboratory assistant
- Activity 1.7. Procure laboratory supplies, bio security and phytosanitary expenses
- Activity 1.8. Distribute and transport and distribution costs in compliance with quarantine procedures
- Activity 1.9. Training of local agricultural officers by SPC and extension staff
- Activity 1.10 a propagation, field trial and dissemination strategy developed for the community
- Activity 1.11. Provide technical support for monitoring purpose



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iii) Description of inputs:

Technical mission-	USD21,250
Temporary Lab Assistant-	USD 8,500
Technical equipment (bioreactor system)	USD 8,500
Workshop costs-	USD12,750
SPC 15% Project Management fee –	USD 9,000
Total -	<u>USD60,000</u>

Annexes:

Attach, as appropriate, job descriptions for consultants, terms of reference for contracts, technical specifications for equipment items, training nomination forms, etc.

Annex A:

Position: Laboratory Assistant (temp)

Responsible to: Coordinator for the Genetic Resources Team through the Curator

The laboratory assistant will work with members of the Centre for Pacific Crops and Trees (CePACT) team in the conservation, mass propagation and distribution of the selected crops and tree species for the purpose of the drought recovery program for Marshall Islands. The CePACT is a regional gene bank established by the Secretariat of the Pacific Community for the region and presently maintains a collection of over 2,000 accessions of mainly taro and other edible aroids as well as collections of yam, sweet potato, cassava, banana, breadfruit and some tree species.

Duties and Responsibilities:

1. mass propagation of selected climate ready crops for distribution to meet timely requests for quick recovery and rehabilitation efforts by project partners
2. ongoing maintenance of sub-cultured climate ready crops prior to shipment for establishment of nurseries for affected islands
3. preparation of artificial nutrient culture medium for culturing and maintenance of climate ready crops for mass-propagation activities
4. maintain high level of hygiene in the lab at all times to avoid contamination of cultures
5. transfer of plantlets to sterile plastic bags, labeling and packing of plantlets for shipment
6. preparation of quarantine documents (phytosanitary certificates and import permits) for plantlets
7. transport of plantlets for inspection by Biosecurity Authority of Fiji and liaison with courier companies for shipment of plantlets



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8. placing orders for consumables and equipment
9. provide weekly and quarterly reports to supervisor
10. Any other duties assigned by the supervisors.

Experience and qualifications:

The appointee must have relevant science qualifications, tissue culture and laboratory experience very essential, and ideally knowledge and understanding of working in a sterile environment. Candidates should be willing to work outside of normal working hours to meet deadlines, be able to work as part of a team, and have good personality and good interpersonal and communication skills in English.

Tenure: 1 year (October 2013 – October 2014)



Note:

- Expenditures for personnel services may be limited to salary, allowances and other entitlements, including the reimbursement of income taxes due and travel costs on appointment to the project, duty travel within the programme country or region and repatriation costs.
- Adjustments within each of the sections may be made in consultation between UNDP and *Secretariat of the Pacific Community*. Such adjustments may be made if they are in keeping with the provisions of the Programme Support/Project Document and if they are found to be in the best interest of the project.

- Funds to be transferred to:

Secretariat of The Pacific Community

Account Number : 5360638

ANZ House

Victoria Parade

Suva

SWIFT Code : ANZBFJFX

Account Type : FJD Cheque Account



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Attachment 4 - MODEL UNDP EXPENDITURE REPORT

EXPECTED CP OUTPUTS and indicators including annual targets	PLANNED ACTIVITIES <i>List all activities to be undertaken during the year towards stated outputs</i>	Planned Budget		Period		
		Budget Description	Amount (inclusive of SPC 15% PMC)	Payments received	Expenditures	Balance
<p>Output: A community model for drought resilient food cropping is established for future replication in drought affected atolls.</p> <p>Baseline:</p> <p>Insufficient current food supply for 6,384 affected populations with most crops on affected atolls dying out due to drought.</p> <p>Poor management of scarce water and nutrient poor soils, exacerbating drought conditions due to limited awareness on water and soil conservation practices among communities</p> <p>Absence of literature on integrated drought mitigation practices for atoll situations</p> <p>Output indicators: Successful harvesting of drought resistant crops and community nurseries through using the skills learnt from the trainings</p> <p>3. Community training on food and cash crop and sustainable water management to include at least 30% of women and 30% of youths (age-sex-disaggregated data)</p>	<p>Activity 1.1. Conduct technical mission by SPC to RMI to develop fast-growing crops</p> <p>Activity 1.2. Transfer seedlings from Majuro to suitable island for propagation work to be established</p> <p>Activity 1.3. Develop monitoring and reporting mechanisms of progress on evaluation of crops</p> <p>Activity 1.4. Transfer of new varieties of climate ready plantlets to RMI for greenhouse cultivation</p> <p>Activity 1.5. Recruit temporary laboratory assistant</p> <p>Activity 1.6. Procure laboratory supplies, bio security and phytosanitary expenses</p> <p>Activity 1.7. Distribute and transport and distribution costs in compliance with quarantine procedures</p> <p>Activity 1.8. Distribute and transport and distribution costs in compliance with quarantine procedures</p> <p>Activity 1.9. Training of local agricultural officers by SPC and extension staff</p> <p>Activity 1.10 a propagation, field trial and dissemination strategy developed for the community</p> <p>Activity 1.11. Provide technical support for monitoring purpose</p>	<p>technical mission</p> <p>national consultants</p> <p>equipment</p> <p>Workshop costs</p>	<p>\$25,000</p> <p>\$10,000</p> <p>\$10,000</p> <p>\$15,000</p>			
Total:			USD60,000			

