



UNITED NATIONS ENVIRONMENT PROGRAMME

Programme des Nations Unies pour l'environnement Programa de las Naciones Unidas para el Medio Ambiente

Программа Организации Объединенных Наций по окружающей среде برنامج الأمم المتحدة للبيئة

联合国环境规划署



MEMORANDUM

To:	Ms. Mbaranga Gasarabwe UNDP Resident Representative UNDP	Date:	18 March, 2011
From:	Mr. Thomas Chiramba Head, Freshwater Ecosystems Unit DEPI UNEP	Reference:	DEPI/FTEB- FEU/UNDP/TC/fm
Subject:	Letter of Agreement (LOA) between UNEP and United Nations Development Programme (UNDP) – LOA/2010/DEPI/FTEB-FEU/001		

Attached herewith, please find two original Letters of Agreement (LOAs) for your signature that have been signed by UNEP.

Upon signature, kindly return one signed original copy to UNEP for further necessary action and retain a copy for your file.

With regards,

For: Mr. Thomas Chiramba
Head, Freshwater Ecosystems Unit
DEPI, UNEP

LETTER OF AGREEMENT**BETWEEN****THE UNITED NATIONS ENVIRONMENT PROGRAMME (UNEP)****AND****THE UNITED NATIONS DEVELOPMENT PROGRAMME (UNDP)**

WHEREAS the United Nations Environment Programme (hereinafter referred to as "UNEP") was endorsed by the General Assembly in 1997 as the leading global environment authority that sets the global environment agenda, promotes the coherent implementation of the environment within the UN system and that serves as an authoritative advocate for the global environment and which has as a major area of focus of its global mandate to ensure capacity building and technical assistance in particular with respect to institutional strengthening in developing countries.

WHEREAS The United Nations Development Programme, (hereinafter referred to as "UNDP"), is a UN Entity that has the mandate as the UN's global development network, advocating for change and connecting countries to knowledge, experience and resources to help people build a better life.

WHEREAS UNEP and UNDP (hereinafter collectively referred to as "Parties") share common goals and objectives with regard to the environment and wish to collaborate to further these common goals and objectives within their respective mandates and governing rules and regulations.

WHEREAS, Reference is made to the various consultations and informal collaboration between officials of UNDP and the officials of the UNEP since May 2008 on the development and implementation of the project to restore the Lake Faguibine System (LFS). Specific reference is made to the recent consultation during the mission of 29 September – 6 October, 2010 in which the need to formalize this collaboration was agreed upon and referred to in the final exchange with the Government of Mali (Annex 1). This provides the final context for developing this Letter of Agreement between UNEP and UNDP pertaining collaboration on the Lake Faguibine System project.

WHEREAS the Parties intend to conclude this Letter of Agreement (hereinafter referred to as "LOA") with the aim to utilize their respective comparative advantages, to increase their collaboration and joint activities in support of Phase 1 of the project 'Ecosystem management for improved human well-being in the Lake Faguibine System: conflict mitigation and adaptation to climate change' which UNEP is implementing with informal support from UNDP. The collaboration is for the provision of operational support to the Project Management Support Unit; for fund management and to strengthen liaison with the Government of Mali and other partners. The smooth operation of the PMSU is of mutual interest to UNEP and UNDP, it establishes a good basis for efficient implementation of joint and individual activities in this project. (Annex 2)

NOW THEREFORE, UNEP AND UNDP HAVE AGREED TO COOPERATE UNDER THIS LOA AS FOLLOWS:

**Clause 1
Interpretation**

1. Annexes to this LOA shall be considered part of this LOA. Unless the context otherwise requires, references to this LOA shall be construed as a reference to this LOA including the Annexes hereto, as varied or amended in accordance with the terms of this LOA.
2. The Project Document for Phase 1; the overall project budget; the specific ToR of the PMSU; the workplan for 2011 and the budget for 2011 are appended as Annex 2, 3, 4 and 5 to and shall be construed as integral parts of this LOA.
3. This LOA supersedes all prior LOAs, communications and representations, whether oral or written, concerning the subject matter thereof.

**Clause 2
Purpose**

1. The purpose of this LOA is to provide a framework of cooperation on activities essential for the implementation of the project and understanding for channeling funds to carry out the project. Funding will be obligated to UNDP, Mali Country Office to support the operations of the PMSU and the execution of project activities in the workplan for 2011 as per Annex 4.
2. The objectives of this LOA will be achieved through:
 - a. Recruiting local staff of the PMSU: three field experts: water resources management, communication expert, community mobilization expert, and a project driver in Goundam to boost the technical capacity of OMVF and contribute to the development of the comprehensive project document for the long-term restoration of the Lake Faguibine system.
 - b. Hiring contractors to undertake ecosystem restoration work in the Lake Faguibine System
 - c. Hiring short term consultants on different subjects to support the development of a comprehensive project document for the restoration of the Lake Faguibine system.
 - d. Organizing meetings and consultations for stakeholders and development partners for input to some outputs under phase 1 as well as to the development of the comprehensive project document.
 - e. Organizing a final meeting of all stakeholders including development partners for the presentation of the final project document for the rehabilitation of the Lake Faguibine System
 - f. Support the liaison between UNEP and the Government of Mali during the implementation of the project e.g. in organizing the Steering Committee meetings, national consultation meetings and other bilateral meetings.

**Clause 3
Scope of Implementation**

1. UNDP shall oversee the use of the funds by the PMSU in the last year of phase 1 of the project while UNEP shall retain the overall responsibility for the project as stipulated in Annex 2.

2. UNDP, Mali Country Office shall make available to the PMSU, funds up to the maximum amount of USD 385,542 (Three hundred eighty-five thousand, five hundred and forty-two US Dollars) pursuant to Annex 5 and in accordance with Clause 5 below.
3. The Parties shall carry out their respective responsibilities in accordance with the provisions of this Agreement, and shall undertake such responsibilities in accordance with standard UN business processes, policies and procedures.
4. For responsibilities carried out by UNDP, it will be paid a General Management Services (GMS) fees of 7%.
5. The Parties shall keep each other informed of all activities pertaining to the implementation of this Agreement and shall consult on issues that may have a bearing on the status of either Party in the country or that may affect the achievement of the objectives of this Agreement.

Clause 4 Organization of the Cooperation

1. Both UNEP and UNDP shall identify focal points, to coordinate the implementation of the Project. In addition, both Parties shall identify an overall focal point responsible for oversight of implementation of project, pursuant to this LOA.

Clause 5 Budget

1. For the costs of identified activities as detailed in Annex 4, UNEP will pay UNDP USD 385,542 (Three hundred eighty-five thousand, five hundred and forty-two US Dollars). Funds will be disbursed by UNDP according to the activities outlined in Annex 4 and actual expenses will be invoiced to UNEP once those activities have been undertaken satisfactorily.
 - a. An advance of USD 100,000 (One hundred thousand United States Dollars) will be paid upon signature of this agreement by both parties;
 - b. A second installment of USD 100,000 (One hundred thousand United States Dollars) will be paid after receipt of an certified interim financial statement, showing the usage of the first installment; and
 - c. The remaining balance of USD 185,542 (One hundred eighty-five thousand, five hundred and forty-two United States Dollars) or any actual spent portion of it will be paid upon the successful completion of the aforementioned tasks and receipt by UNEP of final substantive and final certified expenditure reports incurred in undertaking those tasks as per the budget.
2. Payment will be made in favor of UNDP Country Office as follows:

USD Bank Account- UNDP

Bank: JPMorgan Chase Bank
Address: 270 Park Avenue, 43rd Floor
New York, New York 10017
United States of America
Account: UNDP Contributions (USD) Account
Account Number: 015002284
SWIFT Code: CHASUS33
ABA Number: 021000021

For each payment, it should specify the purpose of payment and the name of the project Lake Faguibine. Mali

Signatory: Treasurer UNDP Headquarter

**Clause 6
Reporting**

UNDP shall provide UNEP with a final financial report by 31 January 2012 prepared in accordance with the UNEP regulations, rules and procedures applicable: see template

A narrative and financial progress report to be provided by UNDP every three months.

**Clause 7
Knowledge Management**

1. The parties shall jointly undertake to incorporate, within their global knowledge network, access to the full range of each others' services. UNDP undertakes to disseminate through their country office network information available from UNEP on the advisory and project services UNEP can provide. UNEP undertakes to disseminate through their networks the information available from UNDP on the advisory and project services UNDP can provide.
2. The Parties shall review the possibility of joint missions and needs assessments, jointly hosting training activities and sharing information.

**Clause 8
Status of UNDP Personnel**

1. For the purpose of implementation of this LOA, no agents, sub-contractors or employees of UNDP shall be considered in any respect as agents or staff members of UNEP. UNDP shall not be liable for the acts or omissions of UNEP or its personnel or persons performing services on behalf of UNEP.
2. In carrying out the activities under this LOA, the personnel of UNDP shall not be considered in any respect as being the employees or agents of UNEP. UNEP shall not accept any liability for claims arising out of acts or omission of UNDP or its personnel, or of its contractors or their personnel, in performing the Services under the project or any claims for death, bodily injury, disability, damage to property or other hazards that may be suffered by UNDP and its personnel as a result of their work pertaining to the project.

**Clause 9
Dispute settlement**

UNEP and UNDP shall use their best efforts to promptly settle through direct negotiations any dispute, controversy or claim arising out of or in connection with this Agreement or any breach thereof. Any such dispute, controversy or claim which is not settled within sixty (60) days from the date either party has notified the other party of the nature of the dispute, controversy or claim and of the measures which should be taken to rectify it, shall be resolved through consultation between the Executive Heads of the Parties.

**Clause 10
Intellectual Property Rights**

1. The Parties shall consult with each other regarding the Intellectual Property Rights as appropriate relating to any project benefits derived thereof in respect of activities carried out pursuant to this LOA.

Clause 11
Notification and Amendments

1. Each Party shall notify one another in writing, within two (2) weeks of any proposed or actual changes that the Party deems necessary for the execution of this LOA.
2. This LOA may be amended only by mutual agreement of the Parties reflected in writing.
3. All correspondence regarding this LOA between UNDP and UNEP should be addressed to:

For UNDP:

For Technical Matters:

Mr. Kalfa Sanogo
Assistant au Représentant Résident
UNDP Mali
Immeuble Bambi, Quartier du Fleuve
BP : 120 Bamako, Mali
Tel : +223 20 70 00 00/20 70 00 08
Fax : +223 20 22 62 98
Email: kalfa.sanogo@undp.org

For Financial Matters:

Mr. Yacouba Traore
Finance Resource Manager
UNDP Mali
Immeuble Bambi, quartier du fleuve
Tel : +223 20 70 00 00/20 70 00 12
Fax : +223 20 22 62 98
Email: yacouba.traore@undp.org

For UNEP:

For Technical Matters:

Mrs. Birguy Lamizana
CTA UNEP-Mali Lake Faguibine project
AFO SNOC
Bamako, Mali
Tel: +223 20209115
Cell: +223 76564567
Email: BirguyL@unops.org

For Financial Matters:

Didier Salzmann
Fund Management Officer
Division of Environmental Policy Implementation (DEPI)
United Nations Environment Programme (UNEP)
Nairobi, Kenya, P. O. Box 30552 - 00100,
Phone: +254 20 762 5725
Fax: +254 20 762 4249
Email: didier.salzmann@unep.org

**Clause 12
Termination**

1. This LOA may be terminated by either party by giving one month's prior notice to the other Party in writing.
2. In the event of this LOA being terminated UNDP shall be compensated on a pro rata basis for no more than the actual amount of work performed to the satisfaction of UNEP.
3. Unless agreed otherwise, upon termination of this LOA, the rights and obligations of the Parties defined under this LOA, will cease to be effective.

**Clause 13
Duration**

1. This LOA shall be effective upon the last date of signature of the approving officials and remain in force for twelve months unless terminated in accordance with Clause 11 above.

IN WITNESS WHEREOF, the duly authorized representatives of the Parties affix their signatures below.

For UNEP:

Ibrahim Thiaw
Director
Division of Environmental Policy Implementation

Date:

15/03/2011

For UNDP:

Mbaranga Gasarabwe
UNDP Resident Representative

Date:



Annexes:

Annex 1: Aide Memoire for 29 September - 06 October mission

Annex 2: Project Document 'Ecosystems management for improved human well-being in the Lake Faguibine system: conflict mitigation and adaptation to climate change

Annex 3: Project implementation, the TOR and Organization of the PMSU

Annex 4: Workplan for 2011

Annex 5: Budget for 2011

Annex 6: UNDP detailed description of new activities