

**STANDARD LETTER OF AGREEMENT BETWEEN
THE UNITED NATIONS DEVELOPMENT PROGRAMME AND
[A GOVERNMENT MINISTRY/INSTITUTION/IGO]
ON THE IMPLEMENTATION OF [NAME OF UNDP PROJECT]
WHEN UNDP SERVES AS IMPLEMENTING PARTNER**

HOW TO USE THIS LETTER

- This Letter is used when a Government ministry/institution or an International Governmental Organization (IGO) cooperates with UNDP to carry out activities as a Responsible Party when UNDP serves as an implementing partner.
- This Letter can be used as a guideline and tailored to different situations where UNDP enters into an agreement with the different Government ministries/institutions/IGOs. Therefore, not every clause would necessarily be applicable. However, any deviation from this standard Letter should be cleared by HQ.

TERMINOLOGY

1. This Agreement utilizes the harmonized terminology in line with the revised financial regulations and rules (FRR) which have introduced new/redefined terms as follows:
 - a. 'Execution' is the overall ownership and responsibility for UNDP programme results at the country level which is exercised by the government, through the Government Coordinating Agency by approving and signing the Country Programme Action Plan (CPAP) with UNDP. Therefore, all activities falling within the CPAP are nationally executed.
 - b. 'Implementation' is the management and delivery of programme activities to achieve specified results, specifically the mobilization of UNDP programme inputs and their use in producing outputs that will contribute to development outcomes, as set forth in the Annual Work Plans (AWPs).

These two terms are elaborated under the Legal Framework section of the Programme and Project Management Section of the POPP.

2. It is important to note that at the level of project management, the terms "execution" under the non-harmonized operational modalities, including global and regional projects and "implementation" under the harmonized operational modalities have the same meaning, i.e. management and delivery of project activities to produce specified outputs and efficient use of resources. Therefore, this Agreement uses the term "implementation" in line with the "harmonized operational modalities" to cover also at the project level the term "execution" under the non-harmonized operational modalities. More specifically, all references to "Executing Agency" have been replaced with "Implementing Partner".
3. When using this Letter of Agreement in non-harmonized or non-CPAP countries, change the following terms as follows:
 - a. Execution instead of Implementation
 - b. Executing Entity instead of 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 Myanmar and officials of *Inter-Parliamentary Union* (hereinafter referred to as "IPU") with respect to the realization of activities

by the *IPU* in the implementation of the project [*number and title of project*], 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 *IPU* towards the project, as specified in Attachment 2: Description of Activities (hereinafter referred to as "Activities"). Close consultations will be held between the *IPU* and UNDP on all aspects of the Activities.

3. The *IPU* 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 *IPU* 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 *IPU* 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 *IPU*, and its personnel as a result of their work pertaining to the Activities.

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

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

7. *IPU* 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 *IPU* shall regularly consult with UNDP concerning the status and use of funds and shall promptly advise UNDP any time when the *IPU* 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 *IPU* with any funds or to make any reimbursement for expenses incurred by the *IPU* in excess of the total budget as set forth in Attachment 3.

8. The *IPU* 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 Country Director or 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 the *IPU* in the financial report for [*number and title of project*].

9. The *IPU* 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. The *IPU* shall furnish a final report within 12 months after the completion or termination of the Activities, including a list of non-expendable equipment purchased by the *IPU* 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 *IPU*.

12. Any changes to the Project Document which would affect the work being performed by the *IPU* 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 the *IPU* 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 *IPU* 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 *IPU* 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 90 days to UNDP.

16. Any amendment to this Letter shall be effected 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 [name and address of Country Director/Resident Representative, UNDP].

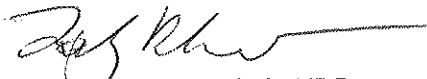
18. The *IPU* shall keep the UNDP Country Director/Resident Representative fully informed of all actions undertaken by them in carrying out this Letter.

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 *IPU* 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 the *IPU*'s participation in the implementation of the project.

Yours sincerely,



Signed on behalf of UNDP
Toily Kurbanov, Country Director UNDP Myanmar
24 June 2013



Signed on behalf of Inter-Parliamentary Union
Anders Johnsson, Secretary General

27-6-2013

Attachment 2

DESCRIPTION OF ACTIVITIES

Project number:

Project title:

Results to be achieved by [*the Government ministry/institution/IGO*]

Provide a summary of the results to be achieved by the IPU, particularly the outputs they are expected to produce.

Sub-output four of the Parliament support project will seek to strengthen the administrative services of the parliament by providing advice and recommendations for improvement to the 2013 organizational structure of the Union Parliament. Assistance will be targeted to develop a human resource plan for the Union Parliament Secretariats where also responsiveness to gender, marginalized groups, people living with and affected by HIV and disabled people will be addressed. Support will be provided to institutional development of the parliamentary administration to fulfill its role as an impartial, neutral and modern parliamentary secretariat. Particular support will be given to an intake of forty five new staff who took up their post in June 2013. Parliamentary services; such as library, research and information, international relations, protocol, will be strengthened to ensure that the National Parliament is able to more efficiently and effectively discharge its political responsibilities.

An assessment of organisational capacity gaps will be undertaken in order to clarify development needs – this will include a financial management capacity assessment, and to develop a human resource strategy with annual training plans. Support will be provided to further develop and refine individual job descriptions, introducing annual performance appraisals. Training needs already identified will also be addressed in regards to providing documentation and sectoral expertise. Training and other capacity building related to planning, coordination, monitoring and reporting will be delivered to National Parliament staff members acting as focal points for project activities in each department. As much as possible, training will be provided in partnership with existing national institutions so that sustainable training capacities are embedded within national and local institutions.

Work to be performed by *the IPU*

Explain the activities to be carried out by the IPU

Capacity development for MPs in the Union Parliament, reflecting gender balance and ethnic diversity, are developed and implemented.

- ✓ International lawmaking expert

Human resource plan for the Union Parliament Secretariats is developed and implementation begins.

- ✓ Consult Union Parliament senior leaders and staff on staffing needs including gender representation and responsiveness.
- ✓ Facilitate the drafting of a Human Resource Plan including a part on gender responsiveness.
- ✓ Advice and recommendations for adoption of the Human Resource Plan.
- ✓ Training to staff on roles and responsibilities.

Support the continued development of library, information and research services for the Amyotha and Pyithu Hluttaw.

- ✓ Develop and begin implementation of recommendations of the Plan for Development of the LRIS based on the IPU Report on Library Services.
- ✓ Develop e-library.
- ✓ Revised organizational structure and enhanced job descriptions for the LRIS
- ✓ Workshops developed and conducted on parliamentary research.
- ✓ Fellowships provided to foreign parliaments for selected library and research staff.
- ✓ Mentoring and training of library and research staff conducted.
- ✓ Subject specialization training, including gender sensitive research training.
- ✓ Improved management and collection of print and electronic information resources
- ✓ Commission comparative research papers on issues related to LRIS

Provide ICT capacity and infrastructure for the Union Parliament.

- ✓ Facilitate development of an integrated ICT road map building on the recommendations of the IPU Report on ICT including the data management system.
- ✓ Develop recommendations for use of ICT in parliamentary communications plan (in coordination with Output 3 Activity Result 1 and the integrated ICT roadmap).

Build the capacity of Union Parliament research and relevant committee staff to support parliamentary committees.

- ✓ Assessing existing capacity of staff to provide research support which is gender responsive and use of gender analytical tools and frameworks.
- ✓ Develop Plan to strengthen legal research capacity of Secretariat, in particular, immediate ability to provide support to the Bills Committees.
- ✓ Develop recommendations and consult on establishing research unit(s) for the Amyotha Hluttaw and the Pyithu Hluttaw

The IPU will support implementation of other activities, based on written request(s) and Terms of Reference drafted for each specific activity from UNDP. Activities will be agreed upon in advance, based on the projects annual work plans.

Terms of Reference for each activity carried out under the terms of the MOU shall include:

- A description of the activity;
- Resources required;
- Intended results;
- A detailed sharing of responsibilities between the two parties;
- A project cost estimate with detailed budget lines.

The IPU will work in close consultation and coordination with the UNDP to achieve agreed outputs/deliverables.

Description of inputs:

Provide a detailed description of the project inputs by activity. This may include personnel, contracts, training, equipment, miscellaneous and micro-capital grants.

Project inputs will include most if not all of the following:

- ✓ International consultants
- ✓ Local consultants
- ✓ Workshops
- ✓ Contractual services
- ✓ Translation
- ✓ Training, workshops and conference
- ✓ Travel
- ✓ Print production costs
- ✓ Information and technology equipment

In an effort to make best use of available resources the Union Assembly is providing in kind contribution of workshop venue and facilities. Other inputs, excluding some International consultants listed in attachment 3, will be provided from the Sida funded IPU project in support of the LRIS, until this project ends in December 2013. IPU supported activities and inputs for 2014 will be reviewed and adjusted in late 2013.

Annexes:

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

International Parliamentary Specialist Job description – Annex 1
Activity Evaluation form – Annex 2

Attachment 3

Scheduled of Activities, Facilities and Payments

Year July – Dec. 2013

EXPECTED CP OUTPUTS and indicators including annual targets	PLANNED ACTIVITIES List all activities to be undertaken during the year towards stated outputs	Timeframe				Planned Budget Amount	Schedule of payments by UNDP					
		Q1	Q2	Q3	Q4		Q1	Q2	Q3	Q4		
Indicators: % of MPs, disaggregated by sex, reporting perceptual change on parameters for parliamentary functions.	Activity Result: Capacity development for MPs in the Union Parliament, reflecting gender balance and ethnic diversity, are developed and implemented. Lawmaking training			X	X	80,400				X		
	Activity Result: Assessment of organizational structure of Union Assembly Secretariat											
Indicators: - Draft human resource plan. - Recommendations for how to improve the library services developed.	Support the secretariat in conducting an organizational review			X	X	15,000					X	
	Undertake a financial management capacity review				X						X	
Targets: - Draft for human resource plan finished. - Library resources improved according to IPU recommendations on Library Services - Plan for improving	Activity Result: Human resource plan for the Union Parliament Secretariats is developed and implemented.					15,000						
	Provide advice to Union Parliament leadership and staff on staffing needs including gender			X	X	5,000					X	
Facilitate the drafting of a Human Resource plan	International Consultant				X	5,000					X	

the ICT infrastructure developed - Training for library and key staff on elementary skills organized	Provide advice and recommendations for the adoption of the human resource plan				X	International consultant	5,000				X
	Training to staff on roles and responsibilities		X		X	International consultant	5,000				x
<i>Support the development of the library, information and research services of the Union Assembly</i>											
- Training on research developed and implemented for staff of 6 key committees	Begin implementation of recommendations of the Plan for development of the LRIS		X		X	International consultant	5,000				X
	Revised organizational structure and enhanced job descriptions for LRIS		x		X	International consultant	5,000				X
	Workshops developed and conducted on parliamentary research		x		X	International consultant	5,000				X
	Mentoring and training of library research staff conducted		x		X	International consultant	5,000				X
	Improved management and collection of print and electronic information services		x		X	International consultant	5,000				X
	Commission comparative research papers on issues related to LRIS		x		X	International consultant	5,000				X
<i>Activity result: Provide ICT capacity and infrastructure for the Union Parliament</i>											

	Facilitate development of an integrated ICT road map building on the recommendations of the IPU Report on ICT including the data management system.	x	X	International consultant	10,000				X
	Develop recommendations for use of ICT in parliamentary communications plan (in coordination with Output 3 Activity Result 1 and the integrated ICT roadmap).	x	x	International consultant	10,000				X
				Total	180,400				

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.
- UNDP shall be responsible for providing miscellaneous services such as secretarial assistance, postage and cable services and transportation as may be required by [the Government ministry/institution/GO]] in carrying out their assignment.
- Adjustments within each of the sections may be made in consultation between UNDP and [the Government ministry/institution/GO]]. 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.

Attachment 4

MODEL UNDP EXPENDITURE REPORT

Period _____

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		Payments and Expenditures		
		Budget Description	Amount	Payments received	Expenditures	Balance
		Total				