

**STANDARD LETTER OF AGREEMENT BETWEEN
THE UNITED NATIONS DEVELOPMENT PROGRAMME AND
MINISTRY OF FINANCE, ECONOMIC PLANNING AND DEVELOPMENT OF MAURITIUS
ON THE PROVISION OF FINANCIAL ASSISTANCE TO THE COVID-19 SOLIDARITY FUND
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 the Republic of Mauritius and officials of the Ministry of Finance, Economic Planning and Development with respect to the realization of activities to be funded by the COVID-19 Solidarity Fund set up by the Ministry of Finance, Economic Planning and Development, to which UNDP has been selected as implementing partner.

2. In accordance with the following terms and conditions, we confirm our acceptance of the activities provided by the Ministry of Finance, Economic Planning and Development towards the financial assistance, as specified in Attachment 1: Description of Activities (hereinafter referred to as "Activities"). Close consultations will be held between the Ministry of Finance, Economic Planning and Development and UNDP on all aspects of the Activities.

3. The Ministry of Finance, Economic Planning and Development 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 Ministry of Finance, Economic Planning and Development 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 Ministry of Finance, Economic Planning and Development 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 Ministry of Finance, Economic Planning and Development, and its personnel as a result of their work pertaining to the Activities.

5. Any subcontractors, including NGOs under contract with the Ministry of Finance, Economic Planning and Development, shall work under the supervision of the designated official of that Ministry. These subcontractors shall remain accountable to the Ministry of Finance, Economic Planning and Development for the manner in which assigned functions are discharged.

6. Upon signature of this Letter, UNDP will make payments to the Ministry of Finance, Economic Planning and Development, in accordance with Attachment 2: Schedule of Activities and Payments to the bank account of the COVID-19 Solidarity Fund, details set forth as follows:

Bank Name:	SBM BANK (MAURITIUS) LTD
Account Name:	COVID 19 Solidarity Fund
Account No.:	50300000372769
IBAN:	MU39STCB1170000000372769000MUR
SWIFT:	STCBMUMU

7. The Ministry of Finance, Economic Planning and Development shall not make any financial commitments or incur any expenses which would exceed the budget for the Activities as set forth in Attachment 2. The Ministry shall regularly consult with UNDP concerning the status and use of funds and shall promptly advise UNDP any time when the Ministry of Finance, Economic Planning and Development is aware that the budget to carry out these Activities is



insufficient to fully implement the activities. UNDP shall have no obligation to provide the Ministry of Finance, Economic Planning and Development with any funds or to make any reimbursement for expenses incurred by the Ministry of Finance, Economic Planning and Development in excess of the total budget as set forth in Attachment 2.

8. The Ministry of Finance, Economic Planning and Development shall submit a cumulative financial report after disbursement of each tranche to implement activities under Attachment 2. The report will be submitted to UNDP through the UNDP Country Director or UNDP Resident Representative within 30 days following disbursement. UNDP will include the financial report by the Ministry of Finance, Economic Planning and Development in the financial report 00120361.

9. The Ministry of Finance, Economic Planning and Development 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 Ministry of Finance, Economic Planning and Development 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 Ministry of Finance, Economic Planning and Development 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 Ministry of Finance, Economic Planning and Development.

12. Any changes to the Project Document which would affect the work being performed by the Ministry of Finance, Economic Planning and Development 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 Ministry of Finance, Economic Planning and Development 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 the Ministry of Finance, Economic Planning and Development according to Attachment 2, or until terminated in writing (with 30 days notice) by either party. The schedule of payments specified in Attachment 2 remains in effect based on continued performance by the Ministry of Finance, Economic Planning and Development 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 Amanda K. Serumaga, UNDP Resident Representative, 6th Floor, Anglo Mauritius House, Intendance Street, P.O Box 253, Port Louis, Mauritius.

18. The Ministry of Finance, Economic Planning and Development shall keep the UNDP Country Director/Resident Representative fully informed of all actions undertaken by them in carrying out this Letter.



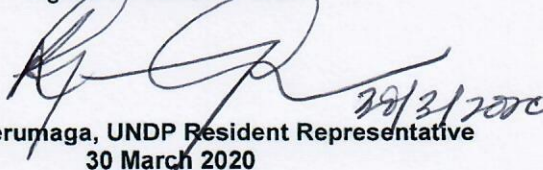
19. UNDP may suspend this Agreement, in whole or in part, upon written notice, should circumstances arise which jeopardize successful completion of the Activities.

20. Any dispute between the UNDP and the Ministry of Finance, Economic Planning and Development 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 Ministry of Finance, Economic Planning and Development participation in the implementation of the project.

Yours sincerely,

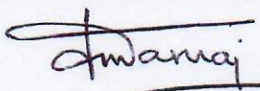
Signed on behalf of UNDP



28/3/2020

Amanda Serumaga, UNDP Resident Representative
30 March 2020

Signed on behalf of the Ministry of Finance, Economic Planning and Development



D. D Manraj GOSK, Financial Secretary
30 March 2020

Attachment 1

Description of Activities

Project number: 00120361

Project title: Financial Assistance to the COVID-19 Solidarity Fund

Results to be achieved by the Ministry of Finance, Economic Planning and Development

Provide a summary of the results to be achieved by the Ministry of Finance, Economic Planning and Development, particularly the outputs they are expected to produce.

In the midst of the outbreak of the COVID 19 pandemic worldwide and in light of the increasing number of COVID 19 positive cases in Mauritius, the Government of Mauritius has set up a COVID 19 Solidarity Fund, a Special Fund, under the Finance and Audit Act (Government Notices No. 170 and 171 of 2020), to finance projects/programmes/schemes put in place to support individuals/workers/organizations being affected by the outbreak of the COVID-19 pandemic. ***A copy of the Regulations including the purpose and governance structure of the Special Fund is annexed to this Letter of Agreement.***

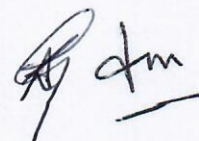
Mauritius registered its first three confirmed cases of COVID-19 in Mauritius on 18 March 2020 and were announced on 18 March 2020 and is facing the risk of an exponential increase in the number of COVID 19 positive cases. Mauritius went into lockdown status for 14 days as from 19th March 2020. This situation may persist if the pandemic continues in Mauritius.

- As response and support to vulnerable groups and households listed under the Social Register of Mauritius (SRM), Government is coming up with a scheme to provide basic needs/foodstuff to those households in terms of a basket of essential commodities. Under this assistance, Food packs will thus be distributed exclusively to SRM beneficiaries, those who receive the Carers' Allowance, Basic Invalidity Pensions, orphans, Social Aid cases as well as residents of Care Homes and the disabled amounting to USD 200,000.
- In Mauritius, there are 17 charitable institutions/shelters run by Non-Government Organizations (NGOs) which provide residential care to children and women in distress, including victims of violence. The Government provide finance annually through the National Budget/Corporate Social Responsibility (CSR) funds to lend operational support to these institutions. It becomes therefore important to equip these shelters with the necessary consumables and sensitize inmates of the necessary precautionary and sanitary measures during this pandemic outbreak.
- As a matter of priority, the Ministry of Health and Quality of Life is in urgent need of supply of equipment and medical devices to cater for the medical infrastructure requirements of our Health Care centres and Hospitals. Health care equipment and devices include face and surgical masks, gloves, infrared thermometers, specialized gowns, remote patient monitoring system with disposable consumables, portable ventilators, Infusion & Syringe Pump and Suction machines with disposable accessories. This list is non-exhaustive and will be dependent on the requirements of the health care system as we progress towards mitigating the health, social and economic risks of COVID-19. UNDP will be directly procuring a list of equipment and medical devices to the tune of USD 100,000 as per Attachment 3.

Work to be performed by the Ministry of Finance, Economic Planning and Development

Explain the activities to be carried out by the Ministry of Finance, Economic Planning and Development.

The activities and a breakdown of costs are set out in Attachment 2.



Attachment 2

Schedule of Activities, Facilities and Payments

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				SCHEDULE OF PAYMENT BY UNDP
		DETAILS	AMOUNT (MUR)	AMOUNT (USD) ¹		
Output 1: Coordination of the rapid assessment of the Basic needs requirements of the poor and the vulnerable groups on the Social Register of Mauritius	Activity 1.1: To coordinate and operate a public service delivery to the vulnerable groups in terms of supply of food pack of essential commodities during the period 26 March 2020 up to 31 March 2020 (Same could be replicated/extended, depending on the status of the COVID-19)	Number of Targeted households	5133	-	-	Upon immediate disbursement to the COVID-19 Solidarity Fund
		Average price per food pack (MUR)	1500	-	-	
		Total required	7,700,000	7,700,000	200,000	
	Activity 1.2: To contribute towards equipping shelters for children and women in distress as vulnerable groups with basic necessities during the COVID-19 pandemic outbreak period	-	-	1,925,000	50,000	
Output 2: Enhanced health infrastructure and capacity for responding to the COVID-19 cases	To supply equipment and medical devices ² through UNDP Direct Procurement to cater for the specific needs of the health care system for diagnosis and treatment of COVID-19 cases	-	-	3,850,000	100,000	Direct Procurement by UNDP
TOTAL				13,475,000	350,000	-

¹Equivalent USD amount at prevailing rate of USD 1 = MUR 38.50 as at 30 March 2020. Given that UNDP is directly procuring equipment and medicines to the tune of USD 100,000, the remaining USD 250,000 will be transferred to the Government of Mauritius at the prevailing exchange rate at the time of transfer

²A list of equipment and medical devices to be procured by UNDP is at Attachment 3.

Attachment 3

List of Equipment and medical devices to be procured for Government of Mauritius, under Regional Bureau for Africa procurement

Description of activities by pillar	Quantity	Unit Cost USD	Total Cost USD	Phase 1 Preparedness	Phase 2 Outbreak	Phase 3 Recovery
Pillar 3: Surveillance, rapid response and case investigation						
Purchase of Infrared Thermometers	200	30	6,000	6,000		
Sub Total			6,000	6,000		
Pillar 6: Infection Prevention and Control						
PPE Kits (500 patients x 3 weeks) - Annex 1	1,500		248,000	248,000		
Sub Total			248,000			
Pillar 7: Case Management						
Procure medical equipment for management of COVID-19 (Ventilators+ accessories) at New Souillac Hospital (Intensive Care Unit)	5	42,000	210,000	210,000		
Purchase of clinical thermometers	1,000	3	3,000	3,000		
Sub Total			213,000			
TOTAL			517,000	+		

Note:

- UNDP has ordered items but will only prioritise items for a total amount of USD 100,000 only
- The list above is based on the request received through the World Health Organisation in consultation with the Ministry of Health and Wellness, and transmitted to UNDP Mauritius Country Office as support needed.

