

**LETTER OF AGREEMENT BETWEEN
THE UNITED NATIONS DEVELOPMENT PROGRAMME AND
THE MINISTRY OF TELECOMMUNICATIONS AND INFORMATION TECHNOLOGY
SUPPORT TO THE ESTABLISHMENT OF A NATIONAL TECHNICAL TEAM TO DEVELOP THE
NATIONAL E-GOVERNMENT STRATEGY FOR IMPLEMENTATION WITH STAKEHOLDERS
UNDER THE UNDP/PAPP CAPACITY DEVELOPMENT INITIATIVE PROGRAMME**

Dear Excellency,

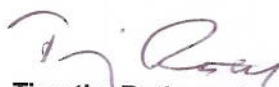
1. Reference is made to consultations between officials of the Ministry of Telecommunication and Information Technology and officials of the United Nations Development Programme (hereinafter referred to as "UNDP/PAPP"). The Capacity Development Initiative Programme and officials of the Ministry of Telecommunications and Information Technology with respect to the provision of support to the establishment of a National Technical Team to develop the national e-government strategy with the Ministry's partners and donors.
2. In accordance with the Ministry of Telecommunications and Information Technology e-government sector strategy document the Capacity Development Initiative Programme will provide technical assistance, in partnership with other stakeholders to develop and implement the national e-government strategy. Close consultations will be held between *the Ministry of Tecomunications and Information Technology* and UNDP on all aspects of the plan activities.
3. *The Ministry of Telecommunications and Information Technology* shall be fully responsible for carrying out, with due diligence and efficiency, all activities in accordance with the agreed work plan and within its Financial Regulations and Rules
4. The implementing partner shall retain overall responsibility for the UNDP support to the project and shall designate a project co-coordinator [Chief Technical Advisor].
5. The United Nations agency shall provide the services and facilities described in Attachment1: Description of services of this letter of agreement.
6. In carrying out the activities under this agreement, the personnel and sub-contractors of *the Ministry* 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 by the Ministry staff or its contractors or their personnel, in performing the activities or any claims for death, bodily injury, disability, and damage to property or other hazards that may be suffered by the personnel as a result of their work pertaining to the Activities..
7. The Ministry of Telecommunications and Information Technology shall not make any financial commitments or incur any expenses which would exceed the budget agreed in the work plan. The Ministry of Telecommunications and Information Technology shall regularly consult with UNDP concerning the status and use of funds mobilized and shall promptly advise UNDP any time when The Ministry is aware that the budget to carry out these Activities is insufficient to fully implement the project in the manner set out in the National e-government strategy. UNDP shall have no obligation to provide The Ministry with any funds or to make any reimbursement for expenses incurred by The Ministry.
8. In the event of disagreement between the UNDP Capacity Development Initiative team and the Ministry of Telecommunications and Information Technology the Chief Technical Advisor shall refer the matter under dispute to the United Nations agency for the purpose of finding a satisfactory solution. In the interim, the decisions of the Chief Technical Advisor shall prevail.

9. The Ministry of Telecommunications and Information Technology shall submit a cumulative financial report each quarter (31 March, 30 June, 30 September and 31 December). The report will be submitted to the UNDP Capacity Development Initiative Programme within 30 days following those dates. The format will follow the standard UNDP expenditure report.
10. The *Ministry of Telecommunications and Information Technology* shall submit such progress reports relating to the Activities as may reasonably be required to the Capacity Development Initiative Programme team in the exercise of their duties.
11. The United Nations agency shall recast and rephrase the schedule of services and facilities described in Attachment 2, as necessary, when submitting the statement of expenditure to the implementing partner. The United Nations agency may incur expenditures that exceed its assigned annual budget by four per cent or by US\$20,000.00, whichever is higher, in order to cover differences between actual and pro-forma costs. The implementing partner shall adjust its financial records and confirm the revision submitted by the United Nations agency.
12. The Ministry of Telecommunications and Information Technology 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 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 transferred to the Ministry of Telecommunications and Information Technology as agreed, in writing, between UNDP and the Ministry of Telecommunications and Information Technology.
14. Any changes to the National e-government strategy work plan which would affect the work being performed by the United Nations agency in accordance with Attachment 1 shall be recommended only after consultation with the United Nations agency. Any changes to these arrangements shall be effected by mutual agreement through an amendment to this letter of agreement.
15. The arrangements described in this agreement will remain in effect until the end of the project, or the completion of activities of the United Nations agency according to Attachment 2, or until terminated in writing with *30 days notice* by either party
16. For any matters not specifically covered by this agreement, the parties would ensure that those matters shall be resolved in accordance with the appropriate provisions of the work plan and revisions thereof and the appropriate provisions of the financial regulations and rules of the United Nations agency shall apply.
17. All further correspondence regarding this agreement, other than signed letters of agreement or amendments thereto should be addressed to the Resident Representative UNDP/PAPP
18. The Ministry of Telecommunications and Information Technology shall keep the Chief Technical Advisor of the UNDP Capacity Development Initiative Programme fully informed of all actions undertaken by them in carrying out the activities.
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 Telecommunications and Information Technology 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 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 there by constitute the basis for the Ministry of Telecommunications and Information Technology to the establishment of a National Technical team to develop and implement the e-government strategy working closely with all partners and stakeholders in cooperation with the UNDP Capacity Development Initiative Programme.

Yours sincerely,



Timothy Rothermel
Special Representative of the Administrator

30.11.2010

Signed on behalf of the Ministry of Telecommunication

H.E. Mr. Mashhour Abudaka
Minister of Telecommunication and IT

30.11.2010



Attachment 1

DESCRIPTION OF SERVICES

Project number:

Project title: Capacity Development Initiative Programme

Work to be performed by UNDP:

Upon signature of this Letter of Agreement, UNDP will provide assistance in the following areas under the Capacity Development Initiative Programme to ensure that the National Technical Team is established to facilitate the development and implementation of the e-government strategy:

- 1) Provide assistance to the Ministry in identifying sufficient Human resources to facilitate the activities of the agreement between the Ministry and the OECD.
- 2) In cooperation with the Estonian support team to the Ministry, develop awareness workshops for top level management in the government and identify specific training needs of the technical level staff team to support the e-government infrastructure policy development process and implementation.
- 3) Provide assistance to the Ministry in Building the National Technical Team to lead the e-government policy development and implementation process with all partners and stakeholders.
- 4) Support the Ministry to enhance specific policy areas not currently supported by donors, such as in the fields of e-government security and legislation.
- 5) In cooperation with the OECD e- governance support program to participate with the National Technical Team during peer review workshops in the region to gain valuable lessons on the development and implementation of e-government national policies.
- 6) To work closely with the Ministry and its partners, such as the Ministry of Finance and the Pensions Agency to develop and promote the General Personnel Council's (HRMIS) Human Resource management Information System and other examples of best practice e- government initiatives to improve government to government services and access to information.