

United Nations Development Programme



07 April 2022

Dear Minister Sinarimbo,

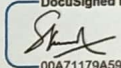
Subject: Letter of Agreement between UNDP and BARMM-MILG for the provision of support services to the LeAPS Program

1. Reference is made to consultations between officials of the Ministry of the Interior and Local Government – Bangsamoro Autonomous Region in Muslim Mindanao (MILG-BARMM) (hereinafter referred to as “the Government”) and officials of UNDP with respect to the provision of support services by the UNDP Country Office for nationally managed programmes and projects. UNDP and the Government hereby agree that the UNDP Country Office may provide such support services at the request of the Government through its institution designated in the relevant programme support document or project document, as described below.
2. The UNDP Country Office may provide support services for assistance with reporting requirements and direct payment. In providing such support services, the UNDP country office shall ensure that the capacity of the Government-designated institution is strengthened to enable it to carry out such activities directly. The costs incurred by the UNDP Country Office in providing such support services shall be recovered from the administrative budget of the office.
3. The UNDP Country Office may provide, at the request of the designated institution, the following support services for the activities of the programme/project:
 - (a) Identification and/or recruitment of project and programme personnel;
 - (b) Identification and facilitation of training activities;
 - (c) Procurement of goods and services;
4. The procurement of goods and services and the recruitment of project and programme personnel by the UNDP Country Office shall be in accordance with the UNDP regulations, rules, policies and procedures. Support services described in paragraph 3 above shall be detailed in an annex to the programme support document or project document, in the form provided in the Attachment hereto. If the requirements for support services by the Country Office change during the life of a programme or project, the annex to the programme support document or project document is revised with the mutual agreement of the UNDP Resident Representative and the designated institution.
5. The relevant provisions of the Standard Basic Assistance Agreement (SBAA), signed on 21 July 1977 and duly ratified on 12 December 1977 (the “SBAA”), including the provisions on liability and privileges and immunities, shall apply to the provision of such support services. The Government shall retain overall responsibility for the nationally managed programme or project through its designated institution. The responsibility of the UNDP Country Office for the provision of the support services described herein shall be limited to the provision of such support services detailed in the annex to the programme support document or project document.

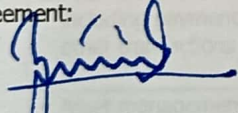
UNDP in the Philippines, 15th Floor North Tower, Rockwell Business Center Sheridan,
Sheridan Street corner United Street, Highway Hills, Mandaluyong City 1550 Philippines
P.O. Box 7285 DAPO, 1300 Domestic Road, Pasay City, Philippines
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6. Any claim or dispute arising under or in connection with the provision of support services by the UNDP Country Office in accordance with this letter shall be handled pursuant to the relevant provisions of the SBAA.
7. The manner and method of cost-recovery by the UNDP Country Office in providing the support services described in paragraph 3 above shall be specified in the annex to the programme support document or project document.
8. The UNDP Country Office shall submit progress reports on the support services provided and shall report on the costs reimbursed in providing such services, as may be required.
9. Any modification of the present arrangements shall be effected by mutual written agreement of the parties hereto.
10. If you are in agreement with the provisions set forth above, please sign and return to this office two signed copies of this letter. Upon your signature, this letter shall constitute an agreement between your Government and UNDP on the terms and conditions for the provision of support services by the UNDP country office for nationally managed programmes and projects.


Yours sincerely,


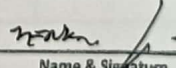
DocuSigned by: 08-Apr-2022

00A71179A59543C
Signed on behalf of UNDP
Selva Ramachandran
Resident Representative
08 April 2022

Agreement:


For the BARMM Government
Atty. Naguib G. Sinarimbo
Minister, MILG-BARMM
Date:


Office of the Minister
RELEASED
Date: JUN 21 2022
Time: 12:50pm


Name & Signature


RECORDS SECTION
RELEASED
Date: JUN 21 2022
Time: 12:55 pm

Name & Signature

ANNEX

DESCRIPTION OF UNDP COUNTRY OFFICE SUPPORT SERVICES

1. Reference is made to consultations between Ministry of the Interior and Local Government, the institution designated by the Government of the Philippines and officials of UNDP with respect to the provision of support services by the UNDP Country Office for the nationally managed Localizing e-Governance for Accelerated Provision of Services Program, "the Project."
2. In accordance with the provisions of the letter of agreement signed on __ April 2022 and the programme support document, the UNDP Country Office shall provide support services for the Project as described below.
3. Support services to be provided:

Support services	Schedule for the provision of the support services	Amount and method of reimbursement of UNDP (where appropriate)
1. Procurement of goods and services of individual consultants and firms and other procurement-related services, such as: a. Management of rosters of consultants and long-term agreements (LTAs) b. Contract management	Throughout	Direct Project Costing (DPC) of one Procurement Associate
2. Recruitment and contract management of project management staff (LeAPS PMO) (National Personnel Services Agreement)	Throughout	DPC of Human Resources Associate
3. Financial and travel management services, including payments, disbursements, and other transactions	Throughout	DPC of Finance Associate and one Travel focal
4. Asset management, including asset verification, inventory and disposal	Throughout	DPC of time of Operations focal
5. Technical assistance on DevLive+, quality assurance of project and oversight	Throughout	DPC of time of Programme Analyst, Programme Associate and RBM Analyst
6. Provision of office space, workstations, equipment, email, and other services to the PMO	Throughout	DPC commensurate to actual costs incurred

4. Description of governance and management arrangement of the parties involved based on the ProDoc:

4.1. The LeAPS Program shall be implemented under the National Implementation Modality (NIM) with full UNDP Country Office Support Service. This means that UNDP will provide the necessary management and operational support to deliver LeAPS activities and results. UNDP support services shall be done in accordance with UNDP rules and regulations. On the other hand, MILG will be the Implementing Partner and has full programmatic control and full accountability for and ownership of project activities. UNDP will extend implementation assistance and technical advice through the LeAPS PMO to steady the effort until full institutional capacity is realized.

4.2. A LeAPS Program Board, a multi-stakeholder governance mechanism shall be established to ensure effective governance and management oversight. Senior officials of the MILG-BARMM and UNDP in the Philippines will serve as co-chairpersons of the Program Board. Stakeholders from other BARMM ministries, LGUs and partner CSOs may be invited to attend the Program Board meetings, if and when necessary.

The LeAPS Program Board shall meet at least once every semester for the following purposes:

- Provide overall guidance and direction and agree on substantive revisions to the program design, approach, implementing partner, theory of change or results framework made in response to changes in the development context or new evidence or learning. When there is a substantive change in the design, inputs and budget will also change which shall also needs approval of the LeAPS Program Board. In this process, the LeAPS Program Board may agree with the Program Manager on a tolerance for each detailed plan under the overall multi-year workplan. The agreed tolerance¹ should be written in the Project Document or approved LeAPS Program Board meeting minutes. It should normally not exceed 10 percent of the agreed budget at the activity level. Within the agreed tolerances, the Program Managers can operate without the intervention from the LeAPS Program Board.
- Assess the achievement of results;
- Assess risks to the LeAPS program, and agree on management actions and resources to address them effectively; and,
- Identify and address operational issues of LeAPS program implementation, including those that could lead to revisions of the LeAPS program implementation.

4.3. A LeAPS Program Management Office (PMO) will be created to implement the day-to-day activities of the program following UNDP Programme Operations Policies and Procedures.

Depending on the needs of the LeAPS program implementation, the LeAPS PMO may be expanded or scaled down.

The Institutions and Partnerships Programme Team of UNDP in the Philippines, in close coordination with the UNDP Cotabato Field Office, will provide oversight and quality assurance support to the LeAPS PMO, under the overall guidance of the UNDP Resident Representative.

¹ Tolerance is the permissible deviation from a plan (in terms of time and cost) without bringing the deviation to the attention of the next higher authority.

United Nations Development Programme

4.4. LeAPS Core Team: The LeAPS Core Team is composed of the of the UNDP LeAPS PMO and the MILG Technical Working Group (MILG-TWG), which has been under the supervision and oversight of the MILG's Local Government Supervision Division (LGSD) since the start of the project initiation phase. During the LPAC meeting held on the 16th of December 2021, MILG confirmed that the LeAPS Program will be transferred to the Information Systems and Technology Management Division (ISTMD) -- a newly created unit in MILG, where the LeAPS program will be lodged.

The LeAPS Core Team shall work together and ensure that agreements during the Program Board are executed. Also, the LeAPS Core Team shall provide day-to-day technical guidance to various stakeholders.