

THE UNITED NATIONS DEVELOPMENT PROGRAMME (UNDP) AND MINISTRY OF PLANNING & ECONOMIC DEVELOPMENT (MoPED) ON UPSTREAM SUPPORT TO THE MINISTRY OF PLANNING AND ECONOMIC DEVELOPMENT, WHERE UNDP SERVES AS THE LEAD IMPLEMENTING

PARTNER

Dear Sir,

- 1. Reference is made to the consultations between officials of the United Nations Development Programme (hereinafter referred to as "UNDP") in Sierra Leone and officials of the Ministry of PLANNING & ECONOMIC DEVELOPMENT (MoPED) (hereinafter referred as "MoPED") with respect to the realization of activities by MoPED in the implementation of the project National Human Development Report— Project No. 00100043 as specified in Attachment 1: Project Document, to which UNDP has been selected as the lead implementing partner.
- 2. In accordance with the Programme Document and with the following terms and conditions, we confirm acceptance of the activities to be provided by MoPED towards the Project, as specified in Attachment 2: Description of Activities (hereinafter referred to as "Activities"). Close consultations will be held between MoPED and UNDP on all aspects of the activities.
- 3. MoPED Stats SL 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 MoPED shall not be considered in any respect as being employees or agents of UNDP. UNDP does not accept any liability for claims arising out of acts or omission of MoPED 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 MoPED, and its personnel as a result of their work pertaining to the activities.
- 5. Any subcontractors, including NGOs under contract with MoPED, shall work under the supervision of the designated official of MoPED. These subcontractors shall remain accountable to MoPED for the manner in which assigned functions are discharged.

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6 Upon signing of this Letter, UNDP will make a lump sum payment to MoPED, according to the schedule of payments specified in Attachment 3: Schedule of Activities, Facilities and Payments.

All payments shall be deposited into the **MoPED-UNDP Programme Project** bank account of which the details are as follows:

Account Name:

MoPED-UNDP Programme Project

Account Number:

0122001060

B.BAN:

000001012200106080

Branch Name:

Siaka Stevens Street Branch

Bank Name:

Bank of Sierra Leone

Note:

- 7. MoPED shall not make any financial commitments or incur any expenses which would exceed the budget for the Activities as set forth in Attachment 3. MoPED shall regularly consult with UNDP concerning the status and use of funds and shall promptly advise UNDP any time when MoPED 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 MoPED with any funds or to make any reimbursement for expenses incurred by MoPED in excess of the total budget as set forth in Attachment 3.
- 8. MoPED shall submit a complete financial report to UNDP through the UNDP Resident Representative within 2 weeks after completion of the activities. 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 *Stat SL* in the financial report for Project No. 00100043-National Human development report 2019.
- 9. MoPED 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 [a model copy of which is provided as Attachment 5]
- 10. MoPED shall submit a final report to UNDP within Fourteen days (14) after the completion or termination of the activities, including a list of non-expendable equipment purchased by MoPED 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 procured by UNDP or procured through UNDP funds will be disposed as agreed, in writing, between UNDP and MoPED.
- 12. Any changes to the Programme Document which would affect the work being performed by MoPED 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 Programme Document and any revisions thereof and in accordance with the respective provisions of the Financial Regulations and Rules of UNDP.

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- 14. The arrangements described in this Letter will enter into force upon and will remain in effect until 15th December 2020, or the completion the completion of activities of MoPED 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 MoPED unless it receives written indication to the contrary from UNDP. The full amount is **SLL 2,324,275,000.00** (Two Billion Three Hundred and Twenty-Four Million Two Hundred and Seventy Five Thousand Three Hundred and Fifty Leones) equivalent to **US\$239,000** (Two Hundred and Thirty Nine Thousand United States Dollars) at an official UN-exchange rate of **Le9,723.65 to US\$1** for the month February, 2020
- 15. Any balance of funds that is undispersed and uncommitted after the conclusion of the activities shall be returned to UNDP within 14 days.
- 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 UNDP Resident Representative, Sierra Leone.
- 18. MoPED shall keep the UNDP Resident Representative fully informed of all actions undertaken as specified in this Letter.
- 19. UNDP may suspend this Agreement, in whole or in part, upon written notice, should circumstances arise that jeopardize successful completion of the activities.
- 20. Any dispute between the UNDP and MoPED 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 MoPED's participation in the implementation of the Programme.

Yours sincerely,

Signed on behalf of UNDP

Samuel Doe Resident Representative, UNDP Signed on behalf of MoPED

Peter Nuyaba Sam-Kpakra Development Secretary, Ministry of Planning and Economic Development, MoPED

ATTACHMENT 1: PROGRAMME DOCUMENT

RATIONALE AND EXPECTED OUTPUTS

The project aims to support the Ministry of Planning and Economic Development (MoPED) to strengthen its institutional capacity on effective development cooperation, monitoring & evaluation so that MoPED can better position itself for the implementation of the national development Plan 2019-2023. In addition, the project supports other national strategic policy advisory services to GoSL, including the implementation of Sustainable Development Goals.

It is expected that this support will help facilitate and coordinate the quarterly Development Partners Committee (DEPAC) meetings, hosting and maintenance of Development assistance Database (DAD), production of the Development Assistance Report and strengthen the national M & E by rolling out the GIS system. It will provide an enhanced platform to engage and strengthen cooperation with the country's development partners towards financing its new national development plan

Attachment 2: Description of Activities

Project number:

00100043

Award ID:

00096024

Project title:

HUMAM DEVELOPMENT REPORT 2018

The LOA will enter into force upon signature and will remain in effect until 15th December 2020 or until terminated. The total amount of the LOA is of SLL 2,324,275,000.00 (US\$239,000) using the exchange rate of Le9,725 to US\$1 for the month February 2020.

Result to achieved by MoPED

A report detailing strengthening of MoPED's institutional capacity on effective development cooperation and monitoring & Evaluation of the MTNDP

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

- Organise and coordinate quarterly DEPAC Meetings
- > Produce Encyclopaedia on Development Cooperation
- Produce Development Assistance Report (DAR) 2018 & 19
- > Hosting and maintenance of the Development Assistance Database (DAD)
- > Coordinate the Decentralisation & popularisation of the MTNDP in six (6) districts
- > Rollout of a GIS enabled and automated M&E system

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.

- MoPED will coordinate 4 DEPAC meetings with support from UNDP
- Technical support/assistance to the Minister of MoPED
- MoPED to coordinate/facilitate workshops to popularize the MTNDP
- Software to roll out GIS for an automated M & E system.
- Database management of the DAD
- Technical support/assistance to the M

Attachment 3

Scheduled of Activities, Facilities and Payments

OUTPUTS	ACTIVITIES	Ē	Timefram e	10 12	Respon	Planne	Planned Budget	Schedule	Schedule of payments by UNDP*	UNDP*	
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	during the			5		•					
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	stated outputs	+		- 1							
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capacity for	quarterly					training					
producing NHDR	DEPAC										
strengthened	Meetings						194,500,000.00	54,480,562.85	30,004,165.10	30,004,165.10	80,011,106.94
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copies of NHDR	uo										
printed	Development		-								
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Baseline- U,				1			145,875,000.00	145,875,000.00			1
Target-4			×	×	MoPED						
c) Launching of c	Support for the										
compendium of Tax	Development										
Laws (yes/no)	Assistance			1/1							
Baseline - No	Database	-									
Target - yes	(Maintenance,	-									
d) No of visually	Hosting and										
impaired able to	Internet)			_							
access and read							243,125,000.00	103,105,568.86	140,019,437.15	•	,

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	Brailed SDGs Baseline - 0 Target - 500	Output 2 National Development Plan and other upstream support Services are provided. Output 2 Support the X X X MOPED procurement of equipment of equipment (computers, and other upstream and printers; 3 sets)	f supple by population in a d	workshops. Technical X X X MoPED Baseline-0, Assistance to Target-600. Minister produced in 2020 Adviser to Baseline-0, MoPED, Target-1. National)	DEPAC meetings organized Baseline - 0 Target - 4 d) No of Encyclopedia developed Assistance to - 500 d) Set up automated M&E system NaMED- MOPED A DEPAC meetings X X X X MOPED A MARIAN A MARIAN A MOPED A MARIAN A MARIAN A MOPED
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				185,025,684.80		2,324,275,000 1,122,710,432.83 858,149,301.12 146,704,165.10 196,711,106.94
				291,750,000.00		2,324,275,000
X MoPED						
^ ×						
×					JTAL	
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	Support to the X X X X MoPED	Support to the X X X X MoPED rollout of a GIS	Support to the X X X X MoPED rollout of a GIS enabled and	Support to the X X X MOPED rollout of a GIS enabled and automated		291,750,000.00 185,025,684.80

US\$239,000 at UN exchange rate of US\$1 = Le9,725 for the month of February 2020

Scheduled of Activities, Facilities and Payments

The total budget is Le 2,324,275,000.00

Note:

- Adjustments within each of the sections may be made in consultation between UNDP and MoPED. Such adjustments may be made if they are in keeping with the provisions of the Project Support/Project Document and if they are found to be in the best interest of the Programme
- MoPED will be responsible to ensuring due diligence is adhere to in managing the fund and reporting



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Country: Project Code & Tife: Responsible Officer(s): Implementing Institution: MINISTRY OF FOREIGN AFFAIRS AND INTERNATIONAL COOPERATION (MFAIC)	RS AND INTERN	NATIONAL COC	PERATION	(MFAIC)			Iype of Request: Direct Cash Transfer (DCT) Reimbursement Direct Payment	insfer (DCT)
				REPORTING		Currency: SLL (@ 8711.00 per USD) REQUESTS / AUTHORIZATIONS	8711.00 per USD) THORIZATIONS	
Activity Description from AWP with Duration	Coding for UNDP, UNFPA and WFP	Authorised Amount A (Le)	Actual Project Expenditure B (Le)	Expendibres accepted by Agency C (Le)	Balance D = A · C (Le)	New Request Period & Amount (SLL) E (Le)	Authorised Amount F (Le)	Outstanding Authorised Amount G = D + F (Le)
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Attachment 5

(This section is to be completed by UNDP Project/Programme Team)

	A. PR	A. PROJECT INFORMATION	, can't
Programme/Project Name:			
Reporting Period: (Quarter/year)			
ATLAS Award ID:			
ATLAS Project ID:			
Donor/Funded by:			
Partnerships:			
Counterparts: IP/RPs			
UNDAF Outcome(s):			
Expected CPD Outcome(s):			
Expected CP Output(s):			
Project Location/Coverage: (Also include sub national coverage areas)			
Project Start Date: (month/Year)			
Project End Date: (month/Year)			
Project Extension Date: (month/Year)			
	Projec	Project Quarterly Financial Status	
Annual Budget: (Current Year)	Expenses to date	Unspent Funds	% Delivery this quarter
Project Manager/Focal Point: (name, designation, signature)			

1. 2. 3. 4.	Baseline	Indicators	Project Target Results	Actual
				Quarter Target Results (Achieved)
Risks				
Risks	Please ensure risks are captured in		the ATLAS risks and issues log (UNDP Project/Programme Team)	/Programme Team)
Risks		C. RISK AND N (This section to be comple	C. RISK AND MITIGATION MEASURES This section to be completed by the Implementing Partner)	
		Risk Rating (Low, Moderate or Significant)	Mitiga	Mitigation Measures
1.				
2.				
3. Add rows as required	required			
(This section to be completed L	y the Implementing Partner, in	line with the appropriate agre	D. SUMMARY OF QUARTERLY PROGRESS eement (signed Annual Work Plan or Letter of Agreement or Micro-Capital Agreement)	D. SUMMARY OF QUARTERLY PROGRESS (This section to be completed by the Implementing Partner, in line with the appropriate agreement (signed Annual Work Plan or Letter of Agreement or Micro-Capital Grant/Project Cooperation Agreement)
		Key Achievements/Acc	Key Achievements/Accomplishments of the Quarter (concisely highlight notable achievements for reporting period)	
Output 1 Be concise.				
Output 2				
Output 3				
Output 4				
Challenges		Remedial Actions	Actions	

This project is on track	E. PROGRE	E. PROGRESS AGAINST DELIVERABLES AND TIMELINES	RABLES AND TIME	LINES
against its deliverables and original timelines	ack This project is off track but expected track but expected to be back on track in the next reporting period	is off This octed expect the next the next iod	This project is off track and not expected to be back on track in the next reporting period	This project is off track and not expected to be back on track in the next reporting period
If the project is conside	ered to be 'off track' p	lease explain what m	easures are being tak	If the project is considered to be 'off track' please explain what measures are being taken to get the project back 'on track':
			F. PLANS FOR TH	PLANS FOR THE NEXT QUARTER
be concise. Add rows as required				
			G. CROSS-CU	G. CROSS-CUTTING ISSUES
Gender		People reached in rep	People reached in reporting period (Disaggregated Data)	ted Data)
Inclusion Direct Re	Direct Recipients	Indirect Recipients	ecipients	Total People Tracked
# Male	# Female	# Male	# Female	
South-South Form(s) of SSC/TrC Cooperation	Countries involved	Partners involved	Explain how the speci development results,	Explain how the specific form(s) of SSC/TrC contributed to the delivery of development results, or why intended results have not been delivered.
Add rows as required				
			H. LESSON	H. LESSONS LEARNED

STORIES/HUMAN INTEREST STOR please indicate # of stories & attach; also att photos If yes, main issues discussed with do If Yes, Brief Description of Concept Note				Add rows as required	required	
J. DONORS (UNDP Project, If YES NO If Yes, If Y Pineline Pineline Pineline Pineline)	Field Visits/Missions conducted this Quarter? (Mark with an 'X') (If conducted, attach reports) (This section is to be	YES	9	If Yes, purpo	se & follow up actions taken: (Attach BTOR)	
J. DONORS (UNDP Project) Is Quarter YES NO If Yes, If Yes type of Pineline Project	I. COMM	UNICATION	ONS &	SUCCESS S	TORIES/HUMAN INTEREST STORI	ES
J. DONORS (UNDP Project, is Quarter YES NO If Yes, If	Success Stories/Human Interest Stories please indicate # of stories & attach; also attach photographs)				please indicate # of stories & attach; also atta	ich photographs)
J. DONORS (UNDP Project) Is Quarter YES NO If Yes, If Yes Indicate type of Pineline Project	urther communications support required next quarter (Mark with an 'X')	Documer	ıtary			Support with Story
J. DONORS (UNDP Project, see and see a	Briefly explain the kind of communication support required, period & Locations					
J. DONORS (UNDP Project, standard of the project) is Quarter YES NO If Yes, If Yes type of pineline	Any suggestions to the Communications unit?					
is Quarter YES NO If Yes, If Yes Indicate type of Pineline			DONO	RS (UNDP Pr	oject/Programme Team)	
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	Any donors approached for funding? (If yes, 1ist them)	Any donor funds expected? (if yes, indicate the amounts anticipated)