



**THE UNITED NATIONS DEVELOPMENT PROGRAMME AND THE
NATIONAL DISASTER MANAGEMENT AGENCY
ON THE IMPLEMENTATION OF
THE EMERGENCY RESPONSE TO FLOODS AND LANDSLIDES PROJECT
WHEN UNDP SERVES AS IMPLEMENTING PARTNER**

Dear Mr. Dlamini,

1. Reference is made to the consultations between officials of the United Nations Development Programme (hereinafter referred to as "UNDP") in Eswatini and officials of the National Disaster Management Agency (NDMA) with respect to the realization of activities by NDMA in the implementation of the project entitled Emergency Response to Floods and Landslides 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 NDMA towards the project, as specified in Attachment 2: Description of Activities (hereinafter referred to as "Activities"). Close consultations will be held between NDMA and UNDP on all aspects of the Activities.
3. NDMA 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 UNDP 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 UNDP 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 UNDP, and its personnel as a result of their work pertaining to the Activities.
5. Any subcontractors, including NGOs under contract with NDMA shall work under the supervision of the designated official of NDMA. These subcontractors shall remain accountable to NDMA for the manner in which assigned functions are discharged.
6. Upon signature of this Letter, UNDP will make payments to NDMA according to the schedule of payments specified in Attachment 3: Schedule of Activities, Facilities and Payments.
7. NDMA shall not make any financial commitments or incur any expenses which would exceed the budget for the Activities as set forth in Attachment 3. NDMA shall regularly consult with UNDP concerning the status and use of funds and shall promptly advise UNDP any time when NDMA 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 NDMA with any funds or to make any reimbursement for expenses incurred by NDMA in excess of the total budget as set forth in Attachment 3.

8. NDMA shall submit a cumulative financial report each quarter (31 March, 30 June, and 30 September). The report will be submitted to UNDP through the 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 NDMA in the financial report for the Emergency Response to Floods and Landslides project.
9. NDMA 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. NDMA 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 NDMA 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 NDMA.
12. Any changes to the Project Document which would affect the work being performed by NDMA 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 NDMA 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 NDMA 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 NDMA 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

***Ms Rose Ssebatindira,
UNDP Resident Representative
PO Box 261
Mbabane Eswatini***

18. NDMA shall keep the UNDP 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 NDMA 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 NDMA's participation in the implementation of the project.

Yours sincerely,
Signed on behalf of UNDP



Rose K. Ssebatindira,
UNDP Resident Representative
Kingdom of Eswatini

[Date]

Signed on behalf of NDMA



Mr. Russel Dlamini
Chief Executive Officer, National Disaster Management Agency,
Kingdom of Eswatini

[Date: 9/04/21.]



Attachment 1

PROJECT DOCUMENT (Attached)





Attachment 2

DESCRIPTION OF ACTIVITIES

Project number: 00134630 **Project title:** Emergency Response to Floods and Landslides

OUTPUT	PLANNED ACTIVITIES (List all activities including M&E to be undertaken during the year towards stated CP outputs)	TIMEFRAME					RESPONSIBLE PARTY	BUDGET	
		Mar	Apr	May	Jun	Jul		Aug	Budget Description
Output 1: Enhanced Coordination Capacity for response and recovery from floods and landslides	1.1 Provide technical support to national and Tinkhundla structures for coordination and information sharing						NDMA	75700 Training, Workshop and conferences	2 142,86
	1.2 Provide technical assistance to facilitate data collection and monitoring, and information analysis, sharing and management.	X	X	X	X	X	NDMA	71300 Local Consultants	24 285,72
	1.3 Sensibilization and establishment of mechanisms on Disaster Data (Reporting storage analyses and management)		X	X	X	X	NDMA	71300 Local Consultants	10 714,29
Output 2. Multi-sectoral assessment to determine early recovery needs response measures.	2.1 Facilitate joint assessments to determine specific community recovery needs to enhance resilience of the affected population.	X	X	X			NDMA	Workshops and Training (75700)	3 000,00
	2.2 Support early recovery planning processes and the development of multi-sectoral early recovery plan for transition from relief to early recovery and mid-term recovery and reconstruction	X	X				NDMA	Workshops and Training (75700)	2 000,00
TOTAL BUDGET									42 142,87

Attachment 3

Scheduled of Activities, Facilities and Payments

Year: 2021

OUTPUT	PLANNED ACTIVITIES (List all activities including M&E to be undertaken during the year towards stated CP outputs)	TIMEFRAME						BUDGET		Schedule of payments by UNDP					
		Mar	Apr	May	Jun	Jul	Aug	Budget Description	Amount (USD)	Mar	Apr	May	Jun	Jul	Aug
Output 1: Enhanced Coordination Capacity for response and recovery from floods and landslides	1.1 Provide technical support to national and Tinkhundla structures for coordination and information sharing	X	X	X	X	X	X	75700- Workshop & Training conferences	2 142,86						
	1.2 Provide technical assistance to facilitate data collection and monitoring, and information analysis, sharing and management.							71300 Local Consultants	24 285,72						
	1.3 Sensibilization and establishment of mechanisms on Disaster Data (Reporting storage analyses and management)		X	X	X	X	X	71300 Local Consultants	10 714,29						
Output 2. Multi-sectoral assessment to determine early response measures.	2.1 Facilitate joint assessments to determine specific community recovery needs to enhance resilience of the affected population.	X	X	X				75700- Workshops and Training	3 000,00						
	2.2 Support early recovery planning processes and the development of multi-sectorial early recovery plan for transition from relief to early recovery and mid-term recovery and reconstruction			X	X	X	X	75700- Workshops& Training	2 000,00						
TOTAL BUDGET									42 142,87						

