

STANDARD LETTER OF AGREEMENT (LOA) BETWEEN
THE UNITED NATIONS DEVELOPMENT PROGRAMME AND
JUDICIARY OF SWAZILAND
TO CARRY OUT ACTIVITIES
WHEN UNDP PROVIDES SUPPORT SERVICES TO THE STRENGTHENING GOOD
GOVERNANCE PROJECT

Dear Sir/Madame,

1. Reference is made to the consultations between officials of the United Nations Development Programme (hereinafter referred to as "UNDP") in Swaziland and officials of Judiciary of Swaziland (hereinafter referred to as "the Judiciary") with respect to the realization of activities by *the Judiciary* the implementation of the UNDP support services to: Project Number: 00077239 entitled Strengthening Good Governance, as specified in Attachment 1: Project Document, to which UNDP has been selected as a responsible party.

2. In accordance with the LOA signed between the government implementing partner and UNDP for support services and with the following terms and conditions, we confirm our acceptance of the activities to be provided by *Judiciary* towards the project, as specified in Attachment 2: Description of Activities (hereinafter referred to as "Activities"). Close consultations will be held between *the Judiciary* and UNDP on all aspects of the Activities.

3. *The Judiciary* shall be fully responsible for carrying out, with due diligence and efficiency, all Activities in accordance with its Financial Regulations and Rules.

4. In carrying out the activities under this Letter, the personnel and sub-contractors of *The Judiciary* 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 Judiciary* 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 Management Strategic Division* and its personnel as a result of their work pertaining to the Activities.

5. Any sub-contractors, including NGOs under contract with *the Judiciary* shall work under the supervision of the designated official of *the Management Strategic Division*. These sub-contractors shall remain accountable to *the Judiciary* for the manner in which assigned functions are discharged.

6. Upon signature of this Letter, UNDP will make payments to *the Judiciary*, according to the schedule of payments specified in Attachment 3: Schedule of Activities, Facilities and Payments.

7. *The Judiciary* shall not make any financial commitments or incur any expenses which would exceed the budget for the Activities as set forth in Attachment 8. *The Judiciary* shall regularly consult with UNDP concerning the status and use of funds and shall promptly advise UNDP any time when *the Judiciary* 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 *the Judiciary* with any funds or to make any reimbursement for expenses incurred by *the Judiciary* excess of the total budget as set forth in Attachment 3.

9. *The Judiciary* shall submit a cumulative financial report each quarter (31 March, 30 June, 30 September and 31 December). 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 *the Judiciary* in the financial report for Project Number 00077239 entitled Strengthening Good Governance.

10. *The Judiciary* 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.

11. *The Judiciary* shall furnish a final report within 6 months after the completion or termination of the Activities, including a list of non-expendable equipment purchased by *the Judiciary* and all relevant audited or certified financial statements and records related to such Activities, as appropriate, pursuant to its Financial Regulations and Rules.

12. 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 Judiciary*.

13. Any changes to the LOA between the government implementing partner and UNDP for support services which would affect the work being performed by *the Judiciary* in accordance with Attachment 2 shall be recommended only after consultation between the parties.

14. 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 LOA for support services and any revisions thereof and in accordance with the respective provisions of the Financial Regulations and Rules of *Judiciary* and UNDP.

15. The arrangements described in this Letter will remain in effect until the end of the project, or the completion of Activities 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 *The Judiciary* unless it receives written indication to the contrary from UNDP.

16. Any balance of funds that is undispersed and uncommitted after the conclusion of the Activities shall be returned within 90 days to UNDP.

17. Any amendment to this Letter shall be effected by mutual agreement, in writing,

18. All further correspondence regarding this Letter, other than signed letters of agreement or amendments thereto should be addressed to:

Mr Israel Dessalegne
UNDP Resident Representative
PO Box 261
Mbabane
Swaziland

19. *The Judiciary* shall keep the UNDP Resident Representative fully informed of all actions undertaken by them in carrying out this Letter.

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

21. Any dispute between the UNDP and *The Judiciary* 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

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.

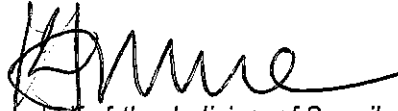
22. If you are in agreement with the provisions set forth above, please sign and return to this office two copies of this Letter. Your acceptance shall thereby constitute the basis for your *The High Court of Swaziland* participation in the implementation of the project.

Yours sincerely,
Signed on behalf of UNDP


Kabiru N. Sidi
UNDP Resident Representative

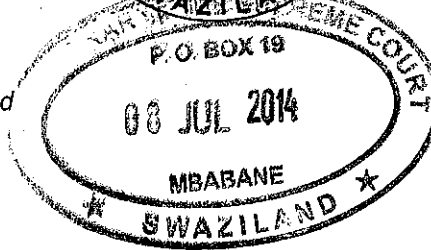
Date:





Signed on behalf of the Judiciary of Swaziland

Registrar of the Supreme Court
Judiciary of Swaziland
Mbabane



Date:

Attachment 1
PROJECT DOCUMENT

Please Refer the Country Programme Action Plan (CPAP) 2011 - 15

Attachment 2

DESCRIPTION OF ACTIVITIES

Project number: 00077239

Project title: Strengthening Good Governance

Results to be achieved by High Court of Swaziland

Support to the High Court will be provided as part of the overall Good Governance Project and will implement two key activities namely; (i) to establish an electronic case management system that will track civil and criminal cases and determine the stage of finality and (ii) to roll out provision of legal aid services to marginalised groups.

Key outputs:

4.2 (a) Case Management System operationalized in the High Court Phase 2.

4.2 (d) Operationalize Legal Aid Policy and Legislation.

Work to be performed by The Management Strategic Division

1. Coordinate training of Law Society on Case Management
2. Manage and Supervisor Technical Assistance in the development of case management manual
3. Lead and coordinate the review of the High Court Act, Rules and Procedures, Criminal Procedure and Evidence Act and Legal Practitioners Act.
4. Lead, coordinate and supervise the development of Legal Aid Guidelines
5. Lead and coordinate the development of awareness material for legal aid services.

Description of inputs:

Output 4.2 (a): Case Management System operationalized in the High Court Phase 2.	
Key Activities	Key Inputs
Capacitate law society on the case management system and install an electronic case display system.	Venue Equipment
Engage TA to develop case management manual.	Technical Assistance
Review High Court Act, Rules and Procedures, Criminal Procedure and Evidence Act to facilitate case management and remote remand	Consultant Venue
4.2 (d): Operationalize Legal Aid Policy and Legislation	
Key Activities	Key Inputs
Support the review of the Legal Practitioners Act.	Consultant Venue
Engage Technical Assistance for the development of the Legal Aid Guidelines	Technical Assistance Venue
Develop awareness materials for legal aid services.	Consultant Printing

Annexes:

Attachment job descriptions for consultants, terms of reference for contracts, technical specifications for equipment items, training nomination forms in the Project Procurement Plans.

Governance and Gender Programme

MDG and UN Declaration: United Nations Millennium Declaration

National Goal:

Improving governance and strengthening institutions

UNDAF Pillar 4: Governance

UNDAF Outcome: Strengthened national capacities for the promotion and protection of rights

Joint Country Programme Outcome(s): 4.1: Supportive policy and legal framework for improved governance in place, 4.2: Knowledge of rights by the people increased; 4.3: Gender equality enhanced, 4.4: Access to Justice for all improved

Country programme Outcome(s): Supportive policy and legal framework for improved governance in place. 2. People have full knowledge on all their rights. 3. All citizens have access to justice. 4. Gender equality fully adopted in all spheres of life. 5. Legal and policy framework promoting gender equality in place.

Implementing Partners: Parliament, Deputy Prime Minister's Office – Gender unit, Ministry of Justice and Constitutional Affairs (MOJCA), Anti-Corruption Commission (ACC), Human Rights and Public Administration Commission (HRPAC), High Court Swaziland, Coordinating Assembly of Non-Governmental organization (CANGO), Swaziland Council of Churches (COC), Swaziland Action Group Against Abuse (SWAGAA), Swaziland Revenue Authority, Leadership Development Foundation and Swaziland Elections and Boundaries Commission.

Narrative: The programme seeks to support the implementation of the Constitution in particular the Bill of Rights, operationalization of the transparency and accountability national guidelines and procedures. It also aims at supporting the national response against gender-based violence (GBV), in particular, the enactment of the Sexual Offence and Domestic Violence Bill and the alignment of legislation to the gender equality clause of the Constitution.

Project Title: Good Governance
Project ATLAS ID: 00077239
Project budget: US\$ 800, 000.00
Period: 2011-2015

Project Title: Gender Equality and Mainstreaming
Project ATLAS ID: 00085320
Project budget: US\$ 151,816.00
Period: 2013-2015

Estimated annual budget: US\$151,830.00

Allocated resources:

- UNDP Regular: US\$ 107,000.00

Other donors:

- DSS US\$ 10,000.00
- Govt Cost Sharing (Aid Effectiveness)

EXPECTED OUTPUTS And baseline. Indicators including annual targets	PLANNED ACTIVITIES List activity results and associated actions	Q	Q	Q	Q	IP	Fund ng Sourc e	Budget Descripti on	Amount US\$
		1	2	3	4				
<p>Output 4.2: Access to justice through strengthened capacity of courts of law and legal support.</p> <p>Baselines</p> <p>(a) Capacity assessment on management of court cases conducted in 2010.</p> <p>(b) No training curricula in place to build capacity to address challenges in accessing justice for judiciary, law enforcement and lawyers.</p> <p>(c) Nearly 100% awareness but limited knowledge about human rights and Bill of Rights (CSC study).</p> <p>(d) Capacity assessment with regard to delayed justice delivery conducted in 2010.</p> <p>(e) Human rights cases insufficiently attended to.</p> <p>Indicators</p> <p>(a) Functional electronic file system for court cases.</p> <p>(b) # of Judiciary staff, police and law society members trained in addressing challenges in accessing justice</p> <p>(c) -</p> <p>(d) Number of cases reviewed by the Commission on Human Rights and Public Administration (CHRPA)</p> <p>(e) -</p> <p>Targets</p> <p>(a) Electronic file system for civil and criminal cases developed and operational by 2015.</p> <p>(b) By 2015 training curricula of judiciary staff, law enforcement and lawyers addresses identified challenges in accessing justice.</p> <p>(c) -</p> <p>(d) Feasibility study and policy development for the provision of legal aid completed by 2015.</p> <p>(e) -</p> <p>Related CP outcome: Citizens have increased access to justice.</p> <p>Indicator: Administration of justice enhanced.</p>	<p>Annual Target 4.2 (a): Access to justice improved and Judiciary strengthened through case management system</p> <p>Activity result: Case Management System operationalized in the High Court Phase 2.</p> <p>Activity Action: Capacitate law society on the case management system and install an electronic case display system.</p> <p>Activity action: Engage TA to develop case management manual. Review High Court Act, Rules and Procedures, Criminal Procedure and Evidence Act to facilitate case management and remote remand.</p>					High Court	UND P	- Consultant -Meeting and workshop facilities -Travel -Printing	10,000.00
	<p>Annual Target 4.2 (d): Operationalize Legal Aid Policy and Legislation.</p> <p>Activity Result: Legal Aid Services Operational guidelines developed.</p> <p>Activity Action: Support the review of the Legal Practitioners Act.</p> <p>Activity Action: Engage Technical Assistance for the development of the Legal Aid Guidelines.</p> <p>Activity Action: Develop awareness materials for legal aid services.</p>						High Court	UND P	Consultant -Meeting and workshop facilities -Travel -Printing

