

**STANDARD LETTER OF AGREEMENT BETWEEN
THE UNITED NATIONS DEVELOPMENT PROGRAMME AND
NATIONAL BUREAU OF STATISTICS
ON THE IMPLEMENTATION OF THE PROJECT
“MEASURING SOCIO-ECONOMIC IMPACT OF COVID19”
WHEN UNDP SERVES AS IMPLEMENTING PARTNER**

Dear Ms. Laura Ah-Time,

1. Reference is made to the consultations between officials of the United Nations Development Programme (hereinafter referred to as “**UNDP**”) in Seychelles and officials of **National Bureau of Statistics** with respect to the realization of activities by National Bureau of Statistics for the Government of Seychelles (hereinafter referred to as “**the NBS**”) in the implementation of the **Project ID: 000122785** titled “**Measuring the Socio-Economic Impact Of Covid19**”, as specified in Attachment 1: Project Document, to which UNDP has been selected as implementing partner.

2. In accordance with the Annual Work Plan and with the following terms and conditions, we confirm our acceptance of the activities to be provided by **NBS** towards the project, as specified in Attachment 2: Description of Activities (hereinafter referred to as “**Activities**”). Close consultations will be held between **NBS** and **UNDP** on all aspects of the Activities.

3. **NBS** 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 **NBS** 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 **NBS** 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 **NBS** and its personnel as a result of their work pertaining to the Activities.

5. Any subcontractors, including NGOs under contract with National Bureau of Statistics, shall work under the supervision of the designated official of **NBS**. These subcontractors shall remain accountable to **NBS** for the manner in which assigned functions are discharged.

6. Upon signature of this Letter, **UNDP** will make payments to the **NBS**, according to the Plan of Activities specified in Attachment 2: Schedule of Activities and Payments to the bank account whose details are set as follows:

Bank Name: Central Bank of Seychelles
Account Name: Central Bank of Seychelles (**National Bureau of Statistics**)
Account No.: **021085473**
IBAN: **CENTRAL BANK OF SEYCHELLES**
SWIFT: **SSCBSCSC**

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

8. **NBS** shall submit a cumulative financial report at the end of the year and no later than **December 31 2020**. 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 **NBS** in the financial report for **Project ID: 000122785** titled **“Measuring the Socio-Economic Impact Of Covid19”**.

9. **NBS** 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. **NBS** 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 **NBS** 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 **NBS**.

12. Any changes to the Project Document which would affect the work being performed by National Bureau of Statistics 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 the **NBS** 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 **NBS** 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 National Bureau of Statistics 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. Amanda K. Serumaga, Resident Representative, UNDP Mauritius and Seychelles 6th Floor, Anglo Mauritius House, Intendance Street, P.O Box 253, Port Louis, Mauritius**.

18. **NBS** 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.

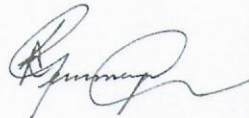
20. Any dispute between the **UNDP** and **NBS** arising out of or relating to this Letter which is not settled by negotiation or other agreed mode of settlement, shall, at the request of either party, be submitted to a Tribunal of three arbitrators. Each party shall appoint one arbitrator, and the two 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 NBS participation in the implementation of the project.

Yours sincerely,



Amanda K. Serumaga
Resident Representative
UNDP Mauritius and Seychelles

Date: 25 August 2020

Signed on behalf of the National Bureau of Statistics



Laura Ah-Time
CEO

Date: 26 / 08 / 2020