

**STANDARD LETTER OF AGREEMENT BETWEEN  
THE UNITED NATIONS DEVELOPMENT PROGRAMME AND  
THAILAND GREENHOUSE GAS MANAGEMENT ORGANIZATION (PUBLIC  
ORGANIZATION)  
TO CARRY OUT ACTIVITIES  
WHEN UNDP PROVIDES SUPPORT SERVICES TO LOW EMISSION CAPACITY  
BUILDING PROJECT**

Dear Madame,

1. Reference is made to the consultations between officials of the United Nations Development Programme (hereinafter referred to as "UNDP") in Thailand and officials of Thailand Greenhouse Gas Management Organization (Public Organization) (hereinafter referred to as "TGO") with respect to the realization of activities by TGO in the implementation of the UNDP support services to the ATLAS Project 66019 (Output ID.82296): Low Emission Capacity Building as specified in Attachment 1: Project Document, to which UNDP has been selected as a responsible party as per Letter of Agreement between UNDP and TGO for the provision of support services.

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 TGO towards the project, as specified in Attachment 2: Description of Activities (hereinafter referred to as "Activities"). Close consultations will be held between TGO and UNDP on all aspects of the Activities.

3. TGO 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 TGO 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 TGO 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 TGO, and its personnel as a result of their work pertaining to the Activities.

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

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

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

8. TGO shall submit Funding Authorization and Certificate of Expenditures (FACE) each quarter (31 March, 30 June, 30 September and 31 December). The report will be submitted to UNDP through UNDP Resident Representative within 15 days following those dates. The format will follow the UNDP expenditure report [a model copy of which is provided as Attachment 4]. UNDP will include the financial report by TGO in the financial report for Project 66019 (Output ID.82296): Low Emission Capacity Building

9. TGO shall submit such progress reports relating to the Activities as may reasonably be required by UNDP Programme Officer in the exercise of his or her duties.

10. TGO 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 TGO 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 TGO.

12. Any changes to the LOA between the government implementing partner and UNDP for support services which would affect the work being performed by TGO 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 LOA for support services and any revisions thereof and in accordance with the respective provisions of the Financial Regulations and Rules of the TGO and UNDP.

14. 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 TGO unless it receives written indication to the contrary from UNDP.

15. Any balance of funds that is undispersed 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:

Mr. Luc Stevens  
Resident Representative  
United Nations Development Programme  
12<sup>th</sup> Floor, United Nations Building  
Rajdamnern Nok Avenue,  
Bangkok

18. TGO 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 TGO 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 your TGO's participation in the implementation of the project.

Yours sincerely,  
Signed on behalf of UNDP



Luc Stevens  
Resident Representative  
Date 26/08/2013

Signed on behalf of TGO



Ms. Prasertsuk Chamornmarn  
Acting Executive Director  
Date 26/8/2013

**Attachment 1**

PROJECT DOCUMENT



## Attachment 2

### DESCRIPTION OF ACTIVITIES

Output number: 00082296  
 Project title: Low Emission Capacity Building  
 Duration: 2013-2014

Results to be achieved by TGO

<b>Outcomes/Outputs/Activities</b>	
<b>Outcome 1</b>	<b>Strengthened Institutional &amp; procedural system for National GHG Inventory system for the transport and waste sectors</b>
<b>Output 1.1</b>	Systematized GHG Inventory including data collection, data sources, data reporting, data access and sharing for the transport and waste sectors
1.1.1	Review/assess data sources, actual data collection, database, and reporting systems to identify areas of improvement from various perspectives
1.1.2	Consult to Upgrade/enhance the information management systems and test the updated systems with participatory process
1.1.3	Introduce the new systems to concerned parties
1.1.4	Follow up after introduction of the new systems
1.1.5	(if necessary) fine tuning of the systems
<b>Output 1.2</b>	Strengthened institutional coordination among line agencies on GHG Inventory data system for the transport and waste sectors'. data system
1.2.1	Review actual status of institutional coordination to identify point of improvement
1.2.2	Exchange among concerned parties to seek solutions for improvement of coordination
1.2.3	Develop guideline for future coordination between concerned institutions
1.2.4	Monitor implication from application of the guidelines
<b>Output 1.3</b>	Improved technical capacities of line agencies on the GHG Inventory data system for the transport and waste sectors.
1.3.1	Conduct training needs assessment (TNA)
1.3.2	Develop training plan
1.3.3	Undertake various training activities according to the TNA
1.3.4	Follow up after training to ensure improvement of technical capacities
<b>Outcome 2</b>	<b>A portfolio of NAMAs and their built-in MRV systems developed for selected industrial sectors.</b>
<b>Output 2.1</b>	Engagement of key stakeholders in selected industrial sectors prepared and agreed
2.1.1	Consult with interested parties on project ideas and involvement of the private sector
2.1.2	Provide information, knowledge, and understanding on NAMA and MRV to interested parties
2.1.3	Decision making on selected sector (s)
2.1.4	Focus group meetings with the sector representatives to develop detail action plan
2.1.5	Integrate LECB project progress into agenda of the regular meeting of the sector
<b>Output 2.2</b>	<b>Developed NAMA baseline and target for the selected industrial sectors</b>
2.2.1	Develop inventory , baseline scenario and projection models for selected sector(s)
2.2.2	Review country's related strategies and plans and consult with key stakeholders to identify potential mitigation actions and set target for the selected sector (s)
2.2.3	Facilitate collective decisions on the potential and target of the selected sector
<b>Output 2.3</b>	<b>Developed NAMA roadmap for selected industrial sectors</b>
2.3.1	Verify NAMA target against the national strategies/ plans
2.3.2	Consult the industries to prioritize mitigation options which suit to preference of the sectors

2.3.3	Identify and prioritize gaps and barriers to adopt the mitigation options and/or technology transfer
2.3.4	Seek incentives or solutions to overcome the barriers
2.3.5	Design 'template' for NAMA road map for the selected sector(s); this may consist of key parts on technical, finance, technology, and management
2.3.6	Consolidate and publish the roadmap for NAMA in each selected sector
2.3.7	Analyze, synthesize, and provide recommendations into a NAMA guideline for replication in other sectors, and to provide inputs into the formulation of Low Emission Development Strategy of the selected sector (s) in the future
<b>Output 2.4</b>	<b>Built-in MRV systems in developed NAMAs for selected industrial sectors</b>
2.4.1	Review and assess existing MRV systems applied in the same sector of other countries or similar sectors within Thailand
2.4.2	Draft the MRV system tailor to particular sectors
2.4.3	Consults concerned parties to receive feedback on the system
2.4.4	Consolidate the MRV system for particular sectors
2.4.5	Analyze, synthesize, and provide recommendations into an MRV guideline for replication in other sectors, and to provide inputs into the formulation of Low Emission Development Strategy of the selected sector (s) in the future
<b>Output 2.5</b>	<b>Enhanced capacity of concerned parties to develop and implement NAMAs and their built-in MRV systems.</b>
2.5.1	Identify capacity needs of concerned stakeholders
2.5.2	Organize activities to address the needs
2.5.3	Follow up/monitor performance
2.5.4	Consolidate and publish the lessons learned
<b>Outcome 3</b>	<b>Multi-source Finance and Technology Transfer Framework formulated to support implementation of NAMAs</b>
<b>Output 3.1</b>	<b>Finance options for NAMA/MRV in selected industrial sectors and their requirements have been assessed.</b>
3.1.1	Identify potential sources
3.1.2	Assess conditions, preferences and accessibility criteria of the sources
3.1.3	Visualize NAMA finance sources in accessible format to all concerned parties
<b>Output 3.2</b>	<b>Technology supply chain and financial and implementation requirements have been assessed for selected industrial sectors.</b>
3.2.1	Assess existing capacity of the selected sectors and identify capacity gaps
3.2.2	Organize activities to improve the needed capacity
3.2.3	Follow up of performance
3.2.4	Publish guideline from lessons learned
<b>Output 3.3</b>	<b>Financial instruments have been shortlisted and recommended to move NAMA proposals to the finance ready stage.</b>
3.3.1	Review different schemes
3.3.2	Propose suitable schemes
3.3.3	Consult stakeholders to receive feedback
3.3.4	Develop guideline for the selected schemes
<b>Output 3.4</b>	<b>MRV systems for NAMAs are complemented by a financial flows and budget planning/expenditure systems for mitigation in selected industrial sectors.</b>
3.4.1	Consult stakeholders to suggest ideas on financial MRV
3.4.2	Assessment of the potential options
3.4.3	Formulate the systems and present for feedback from the stakeholders
3.4.4	Endorse the system by state agencies and representatives of stakeholders
<b>Outcome 4</b>	<b>Knowledge platform established to ensure know-how flow among key stakeholders of NAMAs in selected industrial sector(s).</b>
<b>Output 4.1</b>	<b>Permanent working group and periodic forums on NAMAs for selected industrial sectors have been implemented</b>
4.1.1	Consult stakeholders to identify most preferable platform options for institutional cooperation
4.1.2	Test the different options
4.1.3	Consolidate the most appropriate policy platform by concerned parties and publish

	guideline on operation
<b>Output 4.2</b>	<b>Regularly organized NAMA and MRV task forces and workshops to enable exchanges among key stakeholders for NAMA implementation</b>
4.2.1	Organize forum on various issues according to the changes of current situation as well as to the demands from the members
4.2.2	Ensure active participation from different groups of stakeholders (by rotating roles and leadership)
4.2.3	Publish and distribute results from the exchange events
<b>Output 4.3</b>	<b>Established systems for communication, public awareness and advocacy to wider audiences</b>
4.3.1	Set up communication outreach strategy and system and communication channels to reach specific public target groups
4.3.2	Trial to communicate with selected target groups and learn from the their response
4.3.3	Regularly keep the target groups informed and reacted to the given information
<b>Output 4.4</b>	<b>Lessons learned from the project Implementations are consolidated, and introduced for widespread applications</b>
4.4.1	Ensure all learning process and results are documented systematically
4.4.2	Organize system to keep all lessons learned in an easy retrievable and accessible manner
4.4.3	Regularly channel the lessons to selected target groups
4.4.4	Keep records



**Attachment 3  
Schedule of Activities, Facilities and Payments**

**Year 2013**

EXPECTED OUTCOMES	OUTPUTS	PLANNED ACTIVITIES <i>List all activities to be undertaken during the year towards stated outputs</i>	Timeframe		Planned Budget (USD)		
			Q3	Q4	Budget	Description	Total Maximum Amount
1. Strengthened Institutional & procedural system for National GHG Inventory system for the transport and waste sectors	1.1 Systematized GHG Inventory including data collection, data sources, data reporting, data access and sharing for the transport and waste sectors	<ul style="list-style-type: none"> <li>Review existing situation regarding data system in transport and waste sectors</li> <li>Identify gap and improvement opportunity for the existing data system</li> <li>Formulate and suggest the systemically data system and related procedures for improvement</li> </ul>	X	X	71300	Local Consultants	20,000
					71600	Travel	2,000
					72100	Contractual Services-Companies	40,000
	72800	Information Technology Equipment			2,500		
	75700	Meetings, workshops			10,000		
	1.2 Strengthened institutional coordination among line agencies on GHG Inventory data system for the transport and waste sectors'. data system	<ul style="list-style-type: none"> <li>Arrange consultation workshop among line agencies</li> </ul>					
	1.3 Improved technical capacities of line agencies on the GHG Inventory data system for the transport and waste sectors.	<ul style="list-style-type: none"> <li>Arrange GHG inventory training workshops for line agencies.</li> </ul>					
		<b>TOTAL</b>					74,500
2. A portfolio of NAMA proposals and their built-in MRV systems	2.1 Engagement of key stakeholders in selected industrial sectors prepared and agreed	<ul style="list-style-type: none"> <li>Arrange consultation workshop in selected industrial sector</li> </ul>	X	X	71600	Travel	3,000

EXPECTED OUTCOMES	OUTPUTS	PLANNED ACTIVITIES <i>List all activities to be undertaken during the year towards stated outputs</i>	Timeframe		Planned Budget (USD)		
			Q3	Q4	Budget	Description	Total Maximum Amount
developed for selected industrial sectors.	2.2 Developed NAMA baseline and target for the selected industrial sectors	<ul style="list-style-type: none"> <li>Develop GHG inventory on sector base</li> <li>Identify driven factors and mitigation potential within sector boundary</li> <li>Develop sector baseline and mitigation target</li> </ul>	X	X	72100	Contractual Services-Companies	24,000
	2.3 Developed NAMA roadmap for selected industrial sectors	<ul style="list-style-type: none"> <li>Identify technology options for mitigation actions</li> <li>Compose mitigation roadmap base on selected technologies</li> </ul>			72800	Information Technology Equipment	2,500
	2.4 Built-in MRV systems in developed NAMA Proposals for selected industrial sectors	<ul style="list-style-type: none"> <li>Identify and setup MRV system in particular mitigation action</li> </ul>			74500	Miscellaneous	1,000
	2.5 Enhanced capacity of concerned parties to develop and implement NAMAs and their built-in MRV systems.	<ul style="list-style-type: none"> <li>Arrange training workshop in particular mitigation action for selected industrial sector</li> </ul>			75700	Meetings, workshops	10,000
	<b>TOTAL OUTCOME 2</b>						
<b>GRAND TOTAL</b>						115,500	

Notes:

- The actual amount of fund transfers to TGO in each quarter will be in accordance with the Requests for advances prepared in line with the annual work plan above. The Requests for advances and reports of expenditure incurred will be prepared using the 'Funding Authorization and Certificate of Expenditure (FACE Form)'. Requests and reporting of advance are prepared in **local currency (THB)**.  
Advances are made for **a three-month period** or less depending on the needs of the project.  
UNDP CO will verify that at least **80% of the previous advance** given has been liquidated before releasing the next advance amount.
- Expenditures for personnel services may be limited to salary, allowances and other entitlements, including the reimbursement of income taxes due and travel costs on appointment to the project, duty travel within the country.

Adjustments within each of the sections may be made in consultation between UNDP and TGO. Such adjustments may be made if they are in keeping with the provisions of the Program Project Document and if they are found to be in the best interest of the project.

**Attachment 4**

Funding Authorization and Certificate of Expenditures (FACE)

**Funding Authorization and Certificate of Expenditures**

UN Agency: XXXXXXXXXX

Date: DD/MM/YYYY

Country: XXXXXXXXXXXXXXXXXXXXXXXXXXXX  
 Programme Code & Title: XXXXXXXXXXXXXXXXXXXXXXXXXXXX  
 Project Code & Title: XXXXXXXXXXXXXXXXXXXXXXXXXXXX  
 Responsible Officer(s): XXXXXXXXXXXXXXXXXXXXXXXXXXXX  
 Implementing Partner: XXXXXXXXXXXXXXXXXXXXXXXXXXXX

**Type of Request:**  
 Direct Cash Transfer (DCT)  
 Reimbursement  
 Direct Payment

Currency: \_\_\_\_\_

		REPORTING				REQUESTS / AUTHORIZATIONS		
Activity Description from AWP with Duration  <u>XXXXXXXXXXXXXXXXXXXXXXXXXXXX (MM/YYYY - MM/YYYY)</u>  <u>XXXXXXXXXXXXXXXXXXXXXXXXXXXX (MM/YYYY - MM/YYYY)</u>  <u>XXXXXXXXXXXXXXXXXXXXXXXXXXXX (MM/YYYY - MM/YYYY)</u>	Coding for UNDP, UNFPA and WFP	Authorised Amount	Actual Project Expenditure	Expenditures accepted by Agency	Balance	New Request Period & Amount	Authorised Amount	Outstanding Authorised Amount
		<u>MM-MM YYYY</u> A	B	C	D = A - C	<u>MM-MM YYYY</u> E	F	G = D + F
<b>Total</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

**CERTIFICATION**

The undersigned authorized officer of the above-mentioned implementing institution hereby certifies that:

- The funding request shown above represents estimated expenditures as per AWP and itemized cost estimates attached.
- The actual expenditures for the period stated herein has been disbursed in accordance with the AWP and request with itemized cost estimates. The detailed accounting documents for these expenditures can be made available for examination, when required, for the period of five years from the date of the provision of funds.

Date Submitted: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**NOTES:** \* Shaded areas to be completed by the UN Agency and non-shaded areas to be completed by the counterpart.

**FOR AGENCY USE ONLY:**

FOR ALL AGENCIES
Approved by: _____
Name: _____
Title: _____
Date: _____

FOR UNICEF USE ONLY	
<b>Account Charges</b>	<b>Liquidation Information</b>
Cash Transfer Reference: <u>CRQ ref. no., Voucher ref. no.</u>	DCT Reference: <u>CRQ ref. no., Liquidation ref. no.</u>
GL codes:	DCT Amount
Training 0	Less: 0
Travel 0	Liquidation
Meetings & Conferences 0	Amount 0
Other Cash Transfers 0	
<b>Total 0</b>	<b>Balance 0</b>

FOR UNFPA USE ONLY	
<b>New Funding Release</b>	
Activity 1	0
Activity 2	0
<b>Total</b>	<b>0</b>