

**STANDARD LETTER OF AGREEMENT BETWEEN
THE UNITED NATIONS DEVELOPMENT PROGRAMME AND
THE ZANZIBAR ELECTORAL COMMISSION, IN THE IMPLEMENTATION OF THE
DEMOCRATIC EMPOWERMENT PROJECT**

Dear Mr Salum K. Ali,

1. Reference is made to the consultations between officials of the United Nations Development Programme (hereinafter referred to as "UNDP" in Tanzania and officials of the Zanzibar Electoral Commission (ZEC) with respect to the realization of activities by the Zanzibar Electoral Commission in the implementation of the project under Award 00068932 (*Democracy Empowerment 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 the Zanzibar Electoral Commission towards the project, as specified in Attachment 2: Description of Activities (hereinafter referred to as "Activities"). Close consultations will be held between the Zanzibar Electoral Commission and UNDP on all aspects of the Activities.
3. The Zanzibar Electoral Commission shall be fully responsible for carrying out, with due diligence and efficiency, all activities in accordance with its Financial Regulations and Rules.
4. The Zanzibar Electoral Commission shall use its best efforts to ensure that personnel and sub-contractors recruited for the project are of the highest standards of efficiency, competence, and integrity.
5. In carrying out the Activities under this Letter, the personnel and sub-contractors of the Zanzibar Electoral Commission 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 Zanzibar Electoral Commission 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 Zanzibar Electoral Commission, and its personnel as a result of their work pertaining to the Activities.
6. Any subcontractors, including NGOs under contract with the Zanzibar Electoral Commission shall work under the supervision of the designated official of the Zanzibar Electoral Commission. These subcontractors shall remain accountable to the Zanzibar Electoral Commission for the manner in which assigned functions are discharged.
7. Upon signature of this Letter, UNDP will make payments to the Zanzibar Electoral Commission, according to the schedule of payments specified in Attachment 3: Schedule of Activities, Facilities and Payments.
8. The Zanzibar Electoral Commission shall not make any financial commitments or incur any expenses which would exceed the budget for the Activities as set forth in Attachment 3. The Zanzibar Electoral Commission shall regularly consult with UNDP concerning the status and use of funds and shall promptly advise UNDP any time when the Zanzibar Electoral Commission 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 the Zanzibar Electoral Commission with any funds or to make any reimbursement for expenses incurred by Zanzibar Electoral Commission in excess of the total budget as set forth in Attachment 3.

9. The Zanzibar Electoral Commission shall maintain separate accounts, records and supporting documentation relating to the project, including funds received and disbursed by The Zanzibar Electoral Commission.

10. The Zanzibar Electoral Commission shall submit a cumulative financial report by 30 June 2013. The report will be submitted to UNDP through the UNDP Country Director. The format will follow the standard UNDP expenditure report, as set forth in Attachment 4. UNDP will include the financial report by the Zanzibar Electoral Commission in the financial report for the project under Award 00068932 (*Democratic Empowerment Project*).

11. The Zanzibar Electoral Commission shall submit a report relating to the Activities as may reasonably be required by the Project Manager in the exercise of his or her duties.

12. The Zanzibar Electoral Commission shall furnish a final report within 2 months after the completion or termination of the Activities, including a list of non-expendable equipment purchased by the Zanzibar Electoral Commission and all relevant audited or certified financial statements and records related to such Activities, as appropriate, pursuant to its Financial Regulations and Rules.

13. 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 Zanzibar Electoral Commission.

14. Any changes to the Project Document which would affect the work being performed by the Zanzibar Electoral Commission in accordance with Attachment 2 shall be recommended only after consultation between the parties.

15. 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 Zanzibar Electoral Commission and UNDP.

16. The arrangements described in this Letter will remain in effect until the end of the Project, or the completion of Activities of the Zanzibar Electoral Commission 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 Zanzibar Electoral Commission unless it receives written indication to the contrary from UNDP.

17. Any balance of funds not dispensed and uncommitted after the conclusion of the Activities shall be returned within 60 days to UNDP.

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

19. All further correspondence regarding this Letter, other than signed letters of agreement or amendments thereto should be addressed to the UNDP Resident Representative, Mr. Alberic Kacou, and P.O. Box 9182, Dar es Salaam.

20. The Zanzibar Electoral Commission shall keep the UNDP Country Director fully informed of all actions undertaken by them in carrying out this Letter.

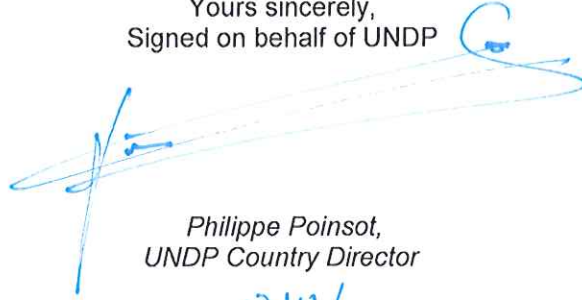
21. UNDP may suspend this Agreement, in whole or in part, upon written notice, should circumstances arise which jeopardize successful completion of the Activities.

22. Any dispute between the UNDP and the Zanzibar Electoral Commission 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.

23. 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 there by constitute the basis for the Zanzibar Electoral Commission participation in the implementation of the Project.

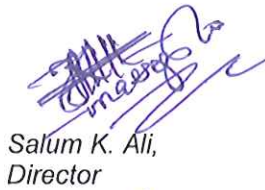
Yours sincerely,
Signed on behalf of UNDP



*Philippe Poinsoot,
UNDP Country Director*

Date: 13/12/2012

Signed on behalf of the Zanzibar Electoral Commission



Salum K. Ali,
Director



TUME YA UCHAGUZI ZANZIBAR

Date: 21st December 2012

Attachment 1

PROJECT DOCUMENT

Attachment 2

DESCRIPTION OF ACTIVITIES

Award number: 00068932

Award Title: Democratic Empowerment Project

Project number: 00084843

Activity: Upgrading and updating Voters Register on Zanzibar.

A. Objectives of the assignment

The overall objective of this initiative is to promote democratic participation through timely registration of voters on the isles of Zanzibar. ZEC is required to register new voters, remove deceased voters and upgrade the system in good time for the constitutional referendum and the general election of 2015.

The specific objectives of this activity are:

- 1) To upgrade the registration system and conduct maintenance. Including customer support and maintenance services, installation of new features, equipment and necessary accessories as well as training for ZEC staff on new features.
- 2) Updating the voters roll by removing, adding and delivery of voters cards.

B. Results to be achieved by the Zanzibar Electoral Commission:

1. Improve the function of the voters registration system and
2. Up dated records of Zanzibar voters for use in upcoming electoral events.

C. Work to be performed by the Zanzibar Electoral Commission:

The Zanzibar Electoral Commission is expected to enter into an agreement with On Track Innovation Ltd. The suppliers of the system for voter's registration for the maintenance and upgrade of the system for a year. The agreement will also include the provision of necessary training for the ZEC staff.

ZEC will then undertake on full round of voters registration starting in November 2012 for a period of three months. The updating will entail:

- Voters education;
- Registration in all districts of Unguja and Pemba, and
- Verification and Clean up of the system.

Attachment 3

SCHEDULE OF ACTIVITIES, FACILITIES AND PAYMENTS

EXPECTED OUTPUTS AND INDICATORS	PLANNED ACTIVITIES <i>List all activities to be undertaken towards stated outputs</i>	Planned Budget (in Tsh)	
		Amount (Tsh)	
1. Voters registration system Upgraded and maintained	Support and maintenance services	40,000,000	
	Installation of new features	50,000,000	
	Equipment and accessories	150,000,000 ¹	
	Subtotal	240,000,000 (USD150,000)	
2. Voters rolls updated	Registration operations	136,745,000	
	Forms and books related	10,334,000	
	Voters education	70,211,500	
	ICT and Printing cards	45,930,000	
	Administration	228,365,600	
	Subtotal	491,587,100 (USD 308,205)	

¹ To be confirmed through the procurement process,

	<p>5% contingency (payable subject to agreement on variation in cost. Any anticipated cost variation should be pre-approved.)</p>	<p>36,579,355(Usd 22,910.25)</p>
<p>GRAND TOTAL</p>		<p>Usd 481,115.25 Tsh 1,499,753,555</p>

Disbursement Plan and Requirements

Installment's	Amount in USD	Requirements
1 st installment	\$ 300,000	To be paid upon signing of this LOA and presentation of an action plan for the activities agreed herein.
2 nd installment	\$ 181,115.25	To be paid upon acceptance of a full and final activity report that responds to the UNDP requirements and verification, as well as a cumulative financial report.
TOTAL	US\$ 481,115.25	

Notes

1. Adjustments within each of the sections may be made in consultation between UNDP and ZEC. Such adjustments may be made if they are in keeping with the provisions of the Programme Support/Project Document and if they are found to be in the best interest of the project.
2. Unused funds or expenditures which are not supported by appropriate receipts have to be returned to UNDP within 60 days after the conclusion of the activity.

Attachment 4

MODEL UNDP EXPENDITURE REPORT

Period _____

EXPECTED CP OUTPUTS and indicators including annual targets	PLANNED ACTIVITIES <i>List all activities to be undertaken during the year towards stated outputs</i>	Planned Budget		Payments and Expenditures	
		Budget Description	Amount	Payments received	Expenditures Balance
	Total				