

STANDARD LETTER OF AGREEMENT BETWEEN
THE UNITED NATIONS DEVELOPMENT PROGRAMME IN UGANDA
AND
REFUGEE LAW PROJECT

ON THE IMPLEMENTATION OF THE PROJECT - PEACE BUILDING THROUGH JUSTICE FOR ALL AND
HUMAN RIGHTS UNDP COMPONENT ON TRANSITIONAL JUSTICE (PROJECT ID 00078872)

WHEREAS, the United Nations Development Programme in Uganda (hereafter "UNDP Uganda") together with other Participating United Nations Agencies including, Office of the High Commissioner for Human Rights (OHCHR), United Nations Population Fund (UNFPA), and United Nations Children's Fund (UNICEF) have collaborated to intervene in the area of Justice and Human Rights as part their support to the recovery process for Northern Uganda specifically the Acholi sub region through the Peace Building UN Joint Programme (Project Document attached).

Whereas the interventions of the Peace Building Project aim at ensuring that human rights, children's rights, legal rights of returnees to land and women's rights are respected, promoted and fulfilled, and that vulnerable population has access to formal and informal justice;

WHEREAS Refugee Law Project has offered to implement the UNDP component on Transitional Justice of the Programme, Peace Building through Justice for all and Human Rights, **Project 00078872** (Results and Resources Framework of the UNDP Component on Transitional Justice, Work plan attached);

WHEREAS, UNDP Uganda as a participating UN Agency in collaboration with OHCHR the Peace Building Fund UN Joint Programme has availed financial resources and to implement its component in the Peace Building through Justice for all and Human Rights Project and Refugee Law Project has offered to implement the UNDP component on Transitional Justice;

WHEREAS, UNDP Uganda, OHCHR and Refugee Law Project (hereafter "the parties") have collaborated in the finalization of the Work plan for the UNDP component on Transitional Justice;

The Parties therefore agree as follows:

1. Implementation arrangements

1.1. Role of UNDP Uganda:

- UNDP shall provide the services and facilities as described below (the description of services and facilities by UNDP are attached in annex to this letter):
 - Conducting a rapid capacity assessment of Refugee Law Project for implementation of the project;
 - UNDP will conduct a Harmonized Approach to Cash Transfers (HACT) Assessment of the Financial Management Capacity of Refugee Law Project;

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- Recruitment of the Project Personnel including a M&E Officer and a Finance / Programme Associate in collaboration with the Refugee Law Project. The recruitment of the project staff will follow UNDP rules and regulations;
 - Procurement of physical equipment;
 - Procurement of services of a firm to audit the project;
- UNDP in collaboration with OHCHR will monitor the project's progress towards intended outputs. UNDP will specifically support Refugee Law Project in the implementation of project activities and in monitoring and evaluation (M&E) processes;
 - UNDP will report on the progress to the Resident Coordinator's Office through the agreed reporting mechanisms of the Peace Building Fund Joint Programme.

1.2. Role of Refugee Law Project:

- Refugee Law Project shall retain overall responsibility for the project as the implementing partner and shall designate a Project Director who will be the authority in Refugee Law Project to approve and sign all the documents pertaining to the project, these will include, the work plans, the requests for advances, financial reports, and combined delivery reports (CDRs);
- Refugee Law Project shall prepare progress reports on a quarterly basis (format attached). The quarterly reports shall include the activities carried by the responsible parties on behalf of Refugee Law Project;
- Refugee Law Project shall prepare financial reports on a quarterly basis using the FACE form and a final financial report at the end of the implementation period;
- Refugee Law Project shall prepare quarterly work plans. The quarterly work plans shall include the activities to be carried by the responsible parties on behalf of Refugee Law Project;
- Refugee Law Project shall engage the following Responsible Parties to act on their behalf on the basis of a written agreement or contract to provide services using the project budget:
 - African Youth Initiative Network (AYNET) will provide services to provide reconstructive surgery and psycho social assistance to Victims of conflict related violence;
 - Uganda Victims Foundation (UVF) will provide services to conduct community dialogues involving customary and traditional justice mechanisms and processes, produce materials on Transitional Justice for communities including a focus on gender analysis and perspectives of children and youth of Acholi land.
- Refugee Law Project and OHCHR shall participate in all the procurement of goods and services as well as in the recruitment of the project personnel for the project.

2. Financial Arrangements

National Execution (NEX) quarterly Advances will be the preferred modality for financial implementation based on the HACT assessment indicated above. Based on the results of the assessment, Requests for direct payment will be the alternative financial modality. Based on the Assessment Results, quarterly advances will be transferred to Refugee Law Project in its capacity as the Implementing Partner for the obligations and expenditures to be made in support of activities agreed in the Work Plan attached to this letter of agreement.

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2.1. UNDP

- UNDP Uganda will provide the required financial resources for support to the implementation of the activities agreed in the attached work plan and budget;
- UNDP Uganda will provide financial allocation details by recipient based on the agreed work plan. The total funds available for the project are US \$636,891 (Six hundred thirty six thousand eight hundred ninety one only). Based on the results of the Harmonized Approach to Cash Transfer (HACT) Assessment of Refugee Law Project, US \$388,400 (Three hundred eighty eight thousand and four hundred only) will be transferred through quarterly advances or Request for Direct payment to Refugee Law Project by UNDP using the FACE form. The breakdown of the amount of US \$636,891 that will be advanced to Refugee Law Project will be allocated as below in line with the approved work plan:
 - US \$231,400 (Two hundred thirty one thousand four hundred) for Refugee Law Project;
 - US \$57,000 (Fifty seven thousand) for Uganda Victims Foundation; and
 - US \$100,000 (One hundred thousand) for AYNET.

The remaining US \$248,491 (Two hundred forty eight thousand four hundred ninety one only) will be paid by UNDP directly to vendors for provision of services in accordance to the project services and facilities by UNDP on behalf of Refugee Law Project (Description of inputs attached);

- The funds will be disbursed as advances to Refugee Law Project on a quarterly basis upon submission of a quarterly work plan and recurrent financial accountabilities by Refugee Law Project to UNDP Uganda;
- UNDP Uganda shall not be responsible for expenses incurred by Refugee Law Project beyond the agreed budget or the scope of the activities of the Work Plan;
- UNDP Uganda will closely monitor the implementation in order to verify the correct use of the advanced funds for achieving of immediate results and expected outputs. UNDP Uganda will also monitor the amounts to be advanced to the project, according to the planned activities in any period.

2.2. Refugee Law Project

- Refugee Law Project will administer the resources provided by UNDP Uganda, being responsible for all direct payments generated by the implementation of the activities indicated in the Work Plan and budget;
- Refugee Law Project shall open a separate bank account for the project;
- Refugee Law Project and the responsible parties shall levy administration costs not exceeding 7% of the total project budget;
- The professional fees levied by Refugee Law Project and the responsible parties shall be incorporated in the programmatic activities budgets;
- Requests for advances should be prepared in line with the project work plan, and must be signed by the implementing partner or the designated project personnel (Project Director).
- The funds advanced to the project are under the total responsibility of Refugee Law Project as the implementing partner and must only be used for the activities and inputs stated in the work plan, and following UNDP's policies and procedures.

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- At the end of the implementation period, Refugee Law Project will provide to UNDP Uganda with a detailed progress and financial report of the expenditures incurred and activities undertaken for the entire life span of the project. The expenditures shall include those of the responsible parties implementing specific outputs on Refugee Law Project's behalf;
- Refugee Law Project shall not make any financial commitments or incur any expenses which would exceed budgeted amounts. Refugee Law Project shall promptly advise UNDP any time when Refugee Law Project is aware that the estimated budget is insufficient to fully implement the project activities. UNDP shall have no obligation to provide Refugee Law Project with any funds or to make any reimbursement for expenses incurred by Refugee Law Project in excess of the budgeted amounts. Refugee Law Project must keep a good system of accounting recording and appropriate filing of financial documentation on the project (in order to maintain records of all payments made with advances and original expenditure backup documentation);
- Refugee Law Project's Project Director shall sign the Financial Report or the Funding Authorization and Certificate of Expenditures (FACE) for purposes of requesting for funds and reporting on expenditures;
- Refugee Law Project's Project Director shall approve and sign the Combined Delivery Report (CDR) at the end of the year. The CDRs shall have all the expenditures of the project including the direct payments at UNDP, the expenditures by Refugee Law Project and the expenditures by the Responsible Parties on behalf of Refugee Law Project;
- Refugee Law Project will reimburse to UNDP unspent amounts if any.

3. Refugee Law Project shall be fully responsible for carrying out, with due diligence and efficiency, of all services in accordance with its Financial Regulations and Rules.

4. In carrying out the activities under this Letter, the personnel and sub-contractors of Refugee Law Project 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 Refugee Law Project or its personnel, or of its contractors or their personnel, in performing the Services or any claims for death, bodily injury, disability, damage to property or other hazards that may be suffered by Refugee Law Project, and its personnel as a result of their work pertaining to the project.

5. The personnel assigned by Refugee Law Project to the activity and under contract with Refugee Law Project shall work and shall remain accountable to Refugee Law Project for the manner in which assigned functions are discharged under Refugee Law Project regulations and rules.

6. For any matters not specifically covered by this Letter, the Parties would ensure that those matters shall be resolved in accordance with the respective provisions of the Financial Regulations and Rules of UNDP.

7. The arrangements described in this Letter will remain in effect until the orderly completion of the Project, or until terminated in writing (with 15 days notice) by either party. Refugee Law Project shall not be made to refund amounts which were properly and irrevocably committed in accordance with provisions of the financial Regulations and Rules of UNDP.

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

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[Handwritten signature]

9. Except as provided in paragraph 6 above, any dispute between the implementing partner and the United Nations agency 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 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.

10. All further correspondence regarding this Letter, other than signed letters of agreement or amendments thereto should be addressed to [Mr. Lebogang MOTLANA, Country Director, UNDP, PLOT 11 YUSUF LULE ROAD, Nakasero, Uganda].

11. 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 your [REFUGEE LAW PROJECT] participation in the implementation of the project.



Signed on behalf of UNDP
Lebogang Motlana
Country Director



25/07/2011

Date:



Signed on behalf of Refugee Law Project
Dr. Chris Dolan, Director

22 July 2011

Date:

ANNEXES

1. Peace Building Fund UN Joint Programme Document on Peace Building through Justice for all and Human Rights;
2. Results and Resources Framework (RRF) for the UNDP Component on Transitional Justice;
3. Work Plan for UNDP Component on Transitional Justice;
4. Description of Services and Facilities for the work to be performed by UNDP on behalf of Refugee Law Project;
5. Sample Progress Report Format;
6. Funding Authorization and Certificate of Expenditures (FACE) Form.

