

Annex D. Agreements and Letters of Support

Letter of Agreement for Direct Project Services

Letter of Agreement

STANDARD LETTER OF AGREEMENT BETWEEN UNDP AND THE GOVERNMENT OF BELIZE FOR THE PROVISION OF SUPPORT SERVICES

1. Reference is made to consultations between officials of the Government of *Belize* (hereinafter referred to as "the Government") and officials of UNDP with respect to the provision of support services by the UNDP country office for nationally managed programmes and projects. UNDP and the Government hereby agree that the UNDP country office may provide such support services at the request of the Government through its institution designated in the relevant programme support document or project document, as described below.
2. The UNDP country office may provide support services for assistance with reporting requirements and direct payment. In providing such support services, the UNDP country office shall ensure that the capacity of the Government-designated institution is strengthened to enable it to carry out such activities directly. The costs incurred by the UNDP country office in providing such support services shall be recovered from the administrative budget of the office.
3. The UNDP country office may provide, at the request of the designated institution, the following support services for the activities of the programme/project:
 - (a) Identification and/or recruitment of project and programme personnel;
 - (b) Identification and facilitation of training activities;
 - (c) Procurement of goods and services;
4. The procurement of goods and services and the recruitment of project and programme personnel by the UNDP country office shall be in accordance with the UNDP regulations, rules, policies and procedures. Support services described in paragraph 3 above shall be detailed in an annex to the programme support document or project document, in the form provided in the Attachment hereto. If the requirements for support services by the country office change during the life of a programme or project, the annex to the programme support document or project document is revised with the mutual agreement of the UNDP resident representative and the designated institution.
5. The relevant provisions of the Special Standard Agreement between the Government of Belize and the United Nations Development Programme in Belize, (the "SSA"), including the provisions on liability and privileges and immunities, shall apply to the provision of such support services. The Government shall retain overall responsibility for the nationally managed programme or project through its designated institution. The responsibility of the UNDP country office for the provision of the support services described herein shall be limited to the provision of such support services detailed in the annex to the programme support document or project document.

6. Any claim or dispute arising under or in connection with the provision of support services by the UNDP country office in accordance with this letter shall be handled pursuant to the relevant provisions of the SSA and the project document.

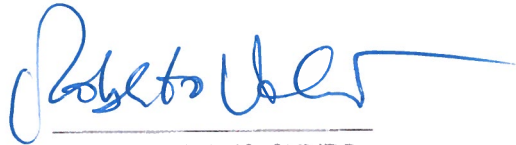
7. The manner and method of cost-recovery by the UNDP country office in providing the support services described in paragraph 3 above shall be specified in the annex to the programme support document or project document.

8. The UNDP country office shall submit progress reports on the support services provided and shall report on the costs reimbursed in providing such services, as may be required.

9. Any modification of the present arrangements shall be effected by mutual written agreement of the parties hereto.

10. If you are in agreement with the provisions set forth above, please sign and return to this office three signed copies of this letter. Upon your signature, this letter shall constitute an agreement between your Government and UNDP on the terms and conditions for the provision of support services by the UNDP country office for nationally managed programmes and projects.

Yours sincerely,



Signed on behalf of UNDP
Resident Representative



For the Government

[Date]

22/07/2014

Attachment

DESCRIPTION OF UNDP COUNTRY OFFICE SUPPORT SERVICES

1. Reference is made to consultations between the Ministry of Forestry, Fisheries and Sustainable Development, the institution designated by the Government of Belize and representatives of UNDP with respect to the provision of support services by the UNDP country office for the nationally managed programme or project xxxx **Belize Chemicals and Waste Management Project** (award xxxx) "the Project".

2. In accordance with the provisions of the letter of agreement signed on *Date of signature (LOA)* and the project document, the UNDP country office shall provide support services for the Project as described below.

3. Support services to be provided:

| Support services* (insert description) | Schedule for the provision of the support services | Cost to UNDP of providing such support services (where appropriate) | Amount and method of reimbursement of UNDP (where appropriate) |
|---|---|--|---|
| 1. Payments, disbursements and other financial transactions | During project implementation | Universal Price List | Support Services |
| 2. Recruitment of staff, project personnel, and consultants | During project implementation | Universal Price List | Support Services |
| 3. Procurement of services and equipment, and disposal/sale of equipment | During project implementation | Universal Price List | Support Services |
| 4. Organization of training activities, conferences, and workshops, including fellowships | During project implementation | Universal Price List | Support Services |
| 5. Travel authorizations, visa requests, ticketing, and travel arrangements | During project implementation | Universal Price List | Support Services |
| 6. Shipment, custom clearance, vehicle registration, and accreditation | During project implementation | Universal Price List | Support Services |

* UNDP direct project support services will be defined yearly, and for those executed during the period, direct project costs will be charged at the end of each year based on the UNDP Universal Pricelist (UPL) or the actual corresponding service cost

4. Description of functions and responsibilities of the parties involved:

The project will be conducted through the National Implementation modality of UNDP (NIM). The Ministry of Forestry, Fisheries and Sustainable Development, will act as the National Implementing Partner³, through the Department of Environment, and with the support of UNDP as a GEF Implementing

³ National Execution partner under new harmonized definition.

Agency. The Department of Environment will be responsible for directing and managing the project and monitoring compliance with project work plans as a basis for project execution. Within the Department of Environment a Project Management Unit (PMU) will be created, which will be responsible for the daily implementation of activities, including direct supervision in coordination with UNDP, for all activities that are carried out by the project.

To ensure an effective assimilation of the Project in permanent institutional structures, the PMU will convene a Steering Committee. This committee will be part of the project supervision and is a continuance of the experience of the Preparatory Phase, which adopted this method with good results.

UNDP will provide technical and operational support necessary for the implementation of activities and the results of this project, with constant support from the PMU. The UNDP office will ensure that all consultant contracts, purchase orders and contracts for company services are in compliance with UNDP standards and procedures. In those cases in which the UNDP Resident Representative has to sign the contracts mentioned above, UNDP will participate in the processes for selection and recruitment. UNDP will also provide advances payments to the project to make direct payments and maintain accounting and financial control of the project.

The project authorities will carry out the procurement and contracts for all purchases less than USD\$ 2,500. These minor operations shall comply with rules and procedures contained in the National Implementation Manual. According to the above, ownership of equipment, supplies and other property financed with project funds will be conferred to UNDP. Transfer of ownership rights shall be determined in accordance with the policies and procedures of UNDP. All goods will be considered UNDP property for the following five years since purchased.

UNDP will assist in the administration of funds provided by GEF and UNDP itself. UNDP will be able to assist in the management of any other additional fund for co-financing this project. These arrangements will be included in the relevant Memorandum of Understanding. Contributions will be subject to internal and external audits established in UNDP rules and financial regulations.