

**STANDARD LETTER OF AGREEMENT BETWEEN THE UNITED NATIONS DEVELOPMENT
PROGRAMME AND
MINISTRY OF FINANCE
ON THE IMPLEMENTATION OF DOMINICA POST HURRICANE MARIA RECOVERY
PROJECT**

Dear Financial Secretary Rosamund Edwards,

1. Reference is made to the consultations between officials of the United Nations Development Programme (hereinafter referred to as "UNDP") for Barbados and the OECS and officials of *Ministry of Finance and Planning* with respect to the realization of activities by *the Ministry of Trade, Energy and Employment (MoTEE) utilising the National Employment Programme (NEP)* in the implementation of the project Dominica Post Hurricane Maria Recovery 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 MoTEE towards the project, as specified in Attachment 2: Description of Activities (hereinafter referred to as "Activities"). Close consultations will be held between the Government of Dominica and UNDP on all aspects of the Activities.

3. The Government of Dominica 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 *the* Government of Dominica 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* Government of Dominica 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* Government of Dominica, and its personnel as a result of their work pertaining to the Activities.

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

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

7. The Government of Dominica 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 Government of Dominica shall regularly consult with UNDP concerning the status and use of funds and shall promptly advise UNDP any time when *the* Government of Dominica 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* Government of Dominica with any funds or to make any reimbursement for expenses incurred by *the* Government of Dominica in excess of the total budget as set forth in Attachment 3.

8. The MoTEE through the MoF shall submit a cumulative financial report on the 31 December 2017. The report will be submitted to UNDP through the UNDP Resident Representative

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within 10 days following that date. The format will follow the standard UNDP expenditure report. UNDP will include the financial report by *the MoTEE* in the financial report for .Dominica Post Hurricane Maria Recovery Project. The format will follow the standard UNDP expenditure report [the Funding Authorization and Certificate of Expenditures (FACE) Forms Attachment 4].

9. *The MoTEE* through the Ministry of Finance 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. *The MoTEE* through the Ministry of Finance shall furnish a final report within 1 month after the completion or termination of the Activities, including a list of non-expendable equipment purchased by *the MoTEE* 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 the Government of Dominica.

12. Any changes to the Project Document which would affect the work being performed by *the NEP* 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 Government of Dominica 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 *the MoTEE* 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 MoTEE* 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 30 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 Stephen O'Malley, Resident Representative, UNDP.

18. The Government of Dominica 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 the Government of Dominica 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 *the* NEP's participation in the implementation of the project.

Yours sincerely,

Signed on behalf of UNDP

Stephen O'Malley, Resident Representative

[Date] 2 November, 2017

Signed on behalf of the Government of Dominica

Rosamund Edwards, Finance Secretary, Ministry of Finance

[Date]

Attachment 1

PROJECT DOCUMENT

Attachment 2

DESCRIPTION OF ACTIVITIES

Project number:

Project title:

Results to be achieved by the Government of Dominica

Debris clearing and sorting in at least 15 communities and key institutions such as schools that have been severely affected by Hurricane Maria; livelihood stimulation through the rehabilitation of agricultural; communications and community areas; and employment of upto 10000 person days from the targeted communities

Work to be performed by the Government of Dominica

The activities to be conducted by the MoTEE are:

- Contracting of up to 10000 person days in at least 15 communities over a period of 6 weeks, including costs for social security;
- Undertake the necessary training for safe and effective work with debris and waste
- Scheduling a work programme in consultation with the local community/village council for the cleanup of the debris in a structured fashion, including sorting of different materials
- Organize the collection of the sorted material for appropriate storage or disposal

Description of inputs:

UNDP shall provide the following

- Personal protective equipment for the persons employed including boots, masks, appropriate head gear, gloves and other relevant materials
- Resources to pay for the contract staff and the associated social security
- Resources for transportation of materials to defined temporary storage and permanent disposal sites
- Resources for a clerical officer at the Treasury to enable the effective recruitment, management and payment of the field staff
- Field monitoring in collaboration with the village councils and communities

Annexes:

Equipment to be provided include

- 100 Wheelbarrows
- 250 Shovels
- 50 Bolt Cutter
- 500 Gloves
- 500 Boot
- 1000 Dusk Mask
- 500 Socks
- 500 Hard Hat
- 100 Pick-axe
- 100 Rake
- 125 Machete

- 500 T shirts
- 500 caps

ToR for the clerical officer

Attachment 3

Scheduled of Activities, Facilities and Payments

Year 2017

EXPECTED CP OUTPUTS and indicators including annual targets	PLANNED ACTIVITIES	Timeframe - Weeks								Planned Budget		Schedule of payments by UNDP	
		1	2	3	4	5	6	7	8	Budget Description	Amount USD	W1	W3
										Equipment*	46,100		
Output 2: Productive and human capacities and livelihoods opportunities restored for resilient economic recovery of affected communities Output 2.2: Organic debris and waste originated by Hurricane Maria are safely removed and managed integrating disaster-risk resilient and environmentally sensitive standards and methods Activity 2.2.1 Support to debris and waste management	Purchase of PPEs and other equipment												
	Secretarial assistance									Clerical Officer	1,200	1,200	
Indicators <ul style="list-style-type: none"> % of debris collected which is sorted for recycling or reuse # and % of households with no income sources provided with income support 	Clearing, sorting and removal of the debris and waste in the identified communities									Trainer*	1,000		
										Wages for 100,000 person days incl team leaders and social security	223,000	123,000	100,000
	Monitoring									Rental of transportation equipment	8,180	4,180	4,000
										Consultant**	12,000		
										Transportation*	2,000		


Attachment 4

UNDP EXPENDITURE REPORT

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 the NEP's participation in the implementation of the project.

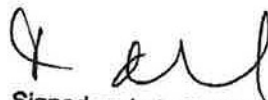
Yours sincerely,



Signed on behalf of LUNDP

Stephen O'Malley, Resident Representative

[Date] 2 November, 2017



Signed on behalf of the Government of Dominica

Rosamund Edwards, Finance Secretary, Ministry of Finance

[Date] 13th November 2017

