

Revised: 10 Mar 2014

**STANDARD LETTER OF AGREEMENT BETWEEN
THE UNITED NATIONS DEVELOPMENT PROGRAMME AND
MINISTRY OF FINANCE AND ECONOMIC AFFAIRS
TO CARRY OUT ACTIVITIES**

WHEN UNDP PROVIDES SUPPORT SERVICES TO THE “Support to strengthened capacities of national institutions responsible for economic management and evidence-based policy, planning and budgeting to achieve inclusive growth and poverty reduction in the Gambia”

HOW TO USE THIS LETTER

- This Letter is used when a Government ministry/institution or an International Governmental Organization (IGO) cooperates with UNDP to carry out activities when UNDP provides support services to a NIM project.
- This Letter can be used as a guideline and tailored to different situations where UNDP enters into an agreement with the different Government ministries/institutions/IGOs. Therefore, not every clause would necessarily be applicable. However, any deviation from this standard Letter should be cleared by HQ.

Dear Sir/Madame,

1. Reference is made to the consultations between officials of the United Nations Development Programme (hereinafter referred to as “UNDP”) in the Gambia and officials of *[name of the Ministry of Finance and Economic Affairs]* with respect to the realization of activities by *the Government ministry/institution/IGO* in the implementation of the UNDP support services to the project 00099169 and “Support to strengthened capacities of national institutions responsible for economic management and evidence-based policy, planning and budgeting to achieve inclusive growth and poverty reduction in the Gambia”, as specified in Attachment 1: Project Document, to which UNDP has been selected as a responsible party.

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 *[the Government ministry/institution/IGO]* towards the project, as specified in Attachment 2: Description of Activities (hereinafter referred to as “Activities”). Close consultations will be held between the *Ministry of Finance and Economic Affairs* and UNDP on all aspects of the Activities.

3. The *Ministry of Finance and Economic Affairs* 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 *Ministry of Finance and Economic Affairs* 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 *Ministry of Finance and Economic Affairs* 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 *Ministry of Finance and Economic Affairs* and its personnel as a result of their work pertaining to the Activities.

5. Any subcontractors, including NGOs under contract with the *Ministry of Finance and Economic Affairs*, shall work under the supervision of the designated official of the *Ministry of Finance and Economic Affairs*. These subcontractors shall remain accountable to the *Ministry of Finance and Economic Affairs* for the manner in which assigned functions are discharged.
6. Upon signature of this Letter, UNDP will make payments to the *Ministry of Finance and Economic Affairs*], according to the schedule of payments specified in Attachment 3: Schedule of Activities, Facilities and Payments.
7. The *Ministry of Finance and Economic Affairs* 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 *Ministry of Finance and Economic Affairs* shall regularly consult with UNDP concerning the status and use of funds and shall promptly advise UNDP any time when the *Ministry of Finance and Economic Affairs* 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 *Ministry of Finance and Economic Affairs* with any funds or to make any reimbursement for expenses incurred by the *Ministry of Finance and Economic Affairs* in excess of the total budget as set forth in Attachment 3.
8. The *Ministry of Finance and Economic Affairs* shall submit a cumulative financial report each quarter (31 March, 30 June, 30 September and 31 December). The report will be submitted to UNDP through the UNDP Resident Representative within 30 days following those dates. The format will follow the standard UNDP expenditure report [a model copy of which is provided as Attachment 4]. UNDP will include the financial report by the *Ministry of Finance and Economic Affairs* in the financial report for 00099169 and "Support to strengthened capacities of national institutions responsible for economic management and evidence-based policy, planning and budgeting to achieve inclusive growth and poverty reduction in the Gambia".
9. The *Ministry of Finance and Economic Affairs* 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 *Ministry of Finance and Economic Affairs* 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 the *Ministry of Finance and Economic Affairs* 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 *Ministry of Finance and Economic Affairs*.
12. Any changes to the LOA between the government implementing partner and UNDP for support services which would affect the work being performed by the *Ministry of Finance and Economic Affairs* 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 *Ministry of Finance and Economic Affairs* 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 *the Ministry of Finance and Economic Affairs* 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 Aissata De *Resident Representative, UNDP*.

18. *The Ministry of Finance and Economic Affairs* shall keep the UNDP Country Director/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 Ministry of Finance and Economic Affairs* 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 participation in the implementation of the project.

Yours sincerely,
Signed on behalf of UNDP


Aissata DE UNDP Resident Representative

Date: 30/01/2019

Signed on behalf of [Ministry of Finance and Economic Affairs]



Alagie Fadera Permanent Secretary
Date: 30/01/2019

Attachment 1

PROJECT DOCUMENT

Revised: 10 Mar 2014

Attachment 2

DESCRIPTION OF ACTIVITIES

Project number: **00099169**

Project title: **Support to strengthened capacities of national institutions responsible for economic management and evidence-based policy, planning and budgeting to achieve inclusive growth and poverty reduction in the Gambia”**

Results to be achieved by [the Government ministry/institution/IGO]

Project will provide support to national institutions responsible for economic management and evidence-based policy, planning and budgeting to achieve inclusive growth and poverty reduction in the Gambia. More specifically, the project will seek to address weak economic management which has significantly contributed to widening fiscal deficits, rising public debt and balance of payments problems; minimal alignment between priority areas and resources allocation resulting from weak linkage between planning and budgeting and to the hitherto consideration of political out-of-plan initiatives; weak institutional capacity linked to insecurity of tenure and high staff turnover retarding implementation of programmes; and low outcome level results. This goal and objective will be met by strengthening the institutional policies and technical capacities needed to manage the economy, while stimulating multi-stakeholder, cross-sectoral cooperation for effective implementation in the field. Reaching this state will require pursuing the following broad operational strategies: (i) Strengthen capacity for sound economic (fiscal) policy, research and data for evidence based decision-making including use of foresight and generation of scenarios in addition to projections; (ii) Enhance capacity for pro-poor and gender-responsive budgeting, resource allocation, management and reporting, while demystifying the planning and budgetary process and making these processes inclusive and participatory by engaging all citizens including the most marginalized to reflect the priorities, realities and yield greater positive impact on the welfare of the poor and vulnerable; (iii) Build and strengthen capacity for effective development planning, monitoring and evaluation across Government and Councils; and (iv) Strengthen capacity for effective public finance management, internal controls and increased accountability in government

Work to be performed by [the Government ministry/institution/IGO]

Build and strengthen capacity for effective development planning, monitoring and evaluation across Government & councils through: Review and develop sectoral and regional strategic plans (consultations, strategy development, & validation; Production of Annual Progress Reports of the NDP including SDG Status Report & Agenda 2063; Raise awareness on the Development Planning Policy (1 National Workshop & 1 Regional Outreach Sensitization, Popularizing & localizing the SDGs & needs assessment with CSOs including youth groups; Conduct annual participatory evaluation of the NDP by CSOs including the youths women groups; Community / Citizens engagement on Linking Local Priorities and Council Area Plans, Council Revenue Generation and Utilization (Settlement of Unpaid Arrears to Mansakonko Area Council).

Enhance capacity for pro-poor gender responsive budgeting, resource allocation, management & reporting through: Prince2 Foundation & Practitioner Training (Consulting Firms Fee, & training workshop for AGD Senior Management; Sensitization Workshop on Government Financial System; Integration of CS-DRMS with the settlement system at CBG, System upgrade & Sustainability; Conduct annually 8 regional and 2 central level consultations on priority setting for the national budget. Strengthened ICT infrastructure for research and data management for evidence based decision making through: Develop adequate ICT Infrastructure; Develop & Strengthen MIS; Short Term Training

Attachment 3

Scheduled of Activities, Facilities and Payments

Year 2019

EXPECTED CP OUTPUTS and indicators including annual targets	PLANNED ACTIVITIES <i>List all activities to be undertaken during the year towards stated outputs</i>	Timeframe				Planned Budget		Schedule of payments by UNDP			
		Q1	Q2	Q3	Q4	Budget Description	Amount	Q1	Q2	Q3	Q4
Output 1.4 Strengthen capacity for sound economic (fiscal) policy, research and data for evidence based decision making Indicator: 2019 Global Development Report launched Baseline: 0 Target: 1	Launching of global HDR 2019				X		US\$4000				X
Capacity of GBoS strengthened to undertake DHS to deliver improved basic services, formulate pro-poor and gender-sensitive strategies and plans. Indicator: Number of national statistical surveys that produced informed, gender-sensitive policies and plans. Baseline: 2 Target: 1	UNDP Contribution to DHS 2019 Contribution to 2019 household poverty survey-IHS				X		US\$250,000 US\$40,000			X	X
Output: Resource for NDP financing mobilized. Indicator: Follow up resource mobilization for NDP Financing undertaken. Baseline: 0 Target: 1	Resource mobilization and follow-ups for NDP financing (DDP)		X	X			US\$20,000		X	X	
Output: Capacity of MoRGL strengthened to develop land use policy.	Support allowance payment to two MoRGL- UNV's	X	X	X	X		UN\$100,000	X	X	X	X

