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LETTER OF AGREEMENT BETWEEN THE NATIONAL COUNCIL FOR CULTURE & ART AND LITERATURE AND UNITED NATIONS EDUCATIONAL, SCIENTIFIC AND CULTURAL ORGANIZATION (UNESCO)

UNDER NATIONAL IMPLEMENTATION

TERMINOLOGY

1. This Agreement utilizes the harmonized terminology in line with the revised financial regulations and rules (FRR) which have introduced new/redefined terms as follows:

- a. 'Execution' is the overall ownership and responsibility for UNDP programme results at the country level which is exercised by the government, through the Government Coordinating Agency by approving and signing the Country Programme Action Plan (CPAP) with UNDP. Therefore, all activities falling within the CPAP are nationally executed.
- b. 'Implementation' is the management and delivery of programme activities to achieve specified results, specifically the mobilization of UNDP programme inputs and their use in producing outputs that will contribute to development outcomes, as set forth in the Annual Work Plans (AWPs).

These two terms are elaborated under the Legal Framework section of the Programme and Project Management Section of the POPP.

2. It is important to note that at the level of project management, the terms "execution" under the non-harmonized operational modalities, including global and regional projects and "implementation" under the harmonized operational modalities have the same meaning, i.e. management and delivery of project activities to produce specified outputs and efficient use of resources. Therefore, this Agreement uses the term "implementation" in line with the "harmonized operational modalities" to cover also at the project level the term "execution" under the non-harmonized operational modalities. More specifically, all references to "Executing Agency" have been replaced with "Implementing Partner".

3. When using this Letter of Agreement in non-harmonized or non-CPAP countries, change the following terms as follows:

- a. Execution instead of Implementation
- b. Executing Entity instead of Implementing Partner

Dear,

National Council for Culture & Art and Literature,

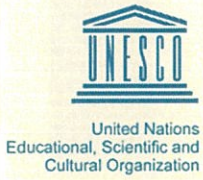
1. Reference is made to consultations between officials of the National Council for Culture & Art And Literature (hereinafter referred to as "the implementing partner ") and officials of UNESCO ("the United Nations agency") with respect to the participation of the National Council For Culture & Art And Literature in the UNDP support to project named " Preservation and promotion of Kuwait's cultural heritage ", to be managed by the Government. The latter shall be represented for the purpose of such management by the implementing partner; National Council for Culture & Art And Literature.
2. The implementing partner recognizes that United Nations Educational, Scientific and Cultural Organization (UNESCO) enjoys privileges and immunities under the Convention on the Privileges and Immunities of the Specialized Agencies, to which the Government of Kuwait became a signatory on 13th of November 1961.
3. In accordance with the programme support document or project document and with the following terms and conditions, we confirm our acceptance of the services to be provided by the United Nations agency towards this programme or project. Close consultations will be held between the United Nations agency and the implementing partner on all aspects of the services to be rendered as described in Attachment 1: Description of services of this letter of agreement.
4. The United Nations agency shall provide the services and facilities described in Attachment 1: Description of services of this letter of agreement.
5. The implementing partner shall retain overall responsibility for the UNDP support to the project and shall designate a project focal point.
6. The personnel assigned by the United Nations agency to the project, and under contract with the United Nations agency shall work under the supervision of the project manager. The supervisory arrangements shall be determined in mutual consultation and described in the relevant terms of reference of the personnel. These personnel shall remain accountable to the United Nations agency for the manner in which assigned functions are discharged.
7. In the event of disagreement between the project coordinator and the project personnel of the United Nations agency, the parties shall come to a mutual agreement through dialogue for the purpose of finding a satisfactory solution.

8. Upon signature of this letter of agreement and pursuant to the budget of the project document and the work plan, the implementing partner agrees that UNDP headquarters will advance funds to the United Nations agency, according to the schedule of payments specified in Attachment 2: Schedule of services, facilities and payments.
9. The United Nations agency shall submit a cumulative statement of expenditure each quarter (31 March, 30 June, 30 September and 31 December). The statement will be submitted to the implementing partner through the UNDP resident representative within 30 days following those dates. The format will follow the standard expenditure report of the United Nations agency, unless otherwise agreed to between the parties. The implementing partner will include the expenditure reported by the United Nations agency in the financial report.
10. The United Nations agency shall recast and rephrase the schedule of services and facilities described in Attachment 2, as necessary, when submitting the statement of expenditure to the implementing partner. The United Nations agency may incur expenditures that exceed its assigned annual budget by four per cent or by US\$20,000.00, whichever is higher, in order to cover differences between actual and pro-forma costs. The implementing partner shall adjust its financial records and confirm the revision submitted by the United Nations agency.
11. The United Nations agency shall submit such reports relating to the project as may reasonably be required by the project coordinator in the exercise of his or her duties.
12. The United Nations agency shall provide the implementing partner with an annual report of non-expendable equipment purchased by the United Nations agency for the project. The report shall be submitted within 30 days following 31 December, and shall be included by the Government implementing partner in the main inventory for the project.
13. The United Nations agency shall submit job descriptions and candidates for the posts foreseen in section 1 of Attachment 2 and obtain clearance of the Government implementing partner for the personnel to be assigned to the project.
14. Any changes to the programme support document or project document which would affect the work being performed by the United Nations agency in accordance with Attachment 1 shall be recommended only after consultation with the United Nations agency. Any changes to these arrangements shall be effected by mutual agreement through an amendment to this letter of agreement.
15. The arrangements described in this agreement will remain in effect until the end of the project, or the completion of activities of the United Nations agency according to Attachment 2, or until terminated in writing by either party. The schedule of payments specified in Attachment 2 remains in effect based on continued performance by the United Nations agency unless UNDP receives written indication to the contrary by the implementing partner.




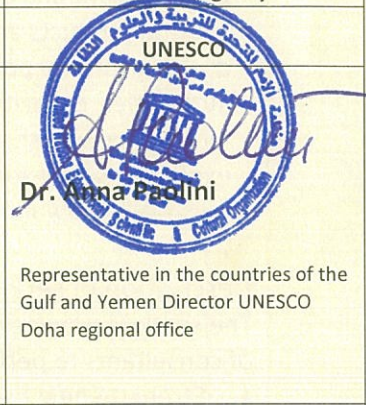
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16. For any matters not specifically covered by this agreement, the appropriate provisions of the project document and revisions thereof and the appropriate provisions of the financial regulations and rules of the United Nations agency shall apply.
17. All further correspondence regarding this agreement, other than signed letters of agreement or amendments thereto should be addressed to National Council For Culture & Art And Literature located at Kuwait city, Kuwait.
18. The implementing partner and the United Nations agency shall keep the UNDP Resident Representative fully informed of all actions undertaken by them in carrying out this agreement.
19. Except as provided in paragraph 7 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.
20. The implementing partner shall handle and be responsible for any third-party claim or dispute arising from operations under this agreement against UNDP or the United Nations agency, their officials or other persons performing services on their behalf, and shall hold them harmless in respect of such claims or disputes. The foregoing provision shall not apply where the parties agree that a claim or dispute arises from the gross negligence or willful misconduct of the above-mentioned individuals.



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 in the project.

Yours sincerely,

Executive Partner	Responsible Agency	Implementing Partner	Technical Agency
Government-GSSCPD	UNDP	NCCAL	UNESCO
 Dr. Khaled Mahdi Secretary General General Secretariat of the Supreme Council for Planning and Development State of Kuwait Date: 18/04/2017	 Ms. Zineb Touimi-Benjelloun UN Resident Coordinator UNDP Resident Representative Date: 18/04/2017	 Mr. Al-Ah Yoha Secretary General of the National Council for Culture, Arts and Literature State of Kuwait Date: 18/04/2017	 Dr. Anna Padini Representative in the countries of the Gulf and Yemen Director UNESCO Doha regional office Date: 18/04/2017



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Attachment 2

Project number: **00102378**

Project title: **Preservation & Promotion of Kuwait's Cultural Heritage**

Work to be performed by the United Nations agency:

UNESCO will provide advice and expertise to the culture sector in Kuwait in order to strengthen the development and application of cultural policy, museum development, management and delivery of cultural products and services. The work directly involves a consultative process of developing and drafting cultural policy and an operational masterplan for museums to be applied by the Kuwaiti authorities, capacity development in the heritage and museum sectors through organizing and facilitating workshops, conferences and intensive practical conservation training, building and exploiting south-south networks, conservation of museum artifacts and the establishment of the "History of Kuwait" museum exhibition.

Description of services:

The services provided include the recruitment of a technical advisor to be based in Kuwait and a range of consultants to perform various tasks and activities throughout the project, including;

1. Strengthening the NCCAL through cultural policy development and institutional restructuring through the following activities:
 - One or two round table discussions with national specialists in different areas including culture, sociology, political science, environment, security, demography, identity, etc., in order to flag out the positioning of culture in today's world and the role it plays in society;
 - NCCAL international symposium on cultural policy so as to be aware of the latest trends in international debates and thinking about cultural policy;
 - A stakeholder assessment about people's attitudes towards culture so as to understand the latest national perceptions and trends as well as to accurately define what cultural services NCCAL can offer to its audiences;
 - Elaboration of a public cultural policy based on themes, topics, tendencies and trends identified via the above-mentioned activities and disseminate/publicize the policy document;
 - Review process of NCCAL Strategy in the framework of the proposed Project Document and update the NCCAL's Strategy document;
 - Preparation of an operational master plan, including Museums' Department organizational structure and development of a draft business plan focused on outsourcing many of the non-strategic and non-content driven expertise areas within NCCAL.

2. Kuwait's 21st century National Museum Project Model delivered through the following activities:
 - One or two round table discussions with different segments of society (subject matter experts, traders, architects and planners, artists and writers, community representatives, tourism agents, etc.) to explore and debate different models of National Museums across the globe, while defining what specificity Kuwait has and can project into a National Museum project and what aspirations and ambitions are out there for a project of that sort.
 - A public survey (including social media) to gather people's attitudes and aspirations for the National Museum of Kuwait.

- Design of the organizational structure of the Museum to better deliver its mission, objectives and future strategy;
- Evaluation of the current KNM project suggesting possible improvements before tendering.
- Coordinating and supervising the KNM renovation and new constructions within the two years' period, possibly to the completion of the rehabilitation process.
- Developing a feasibility study for installing, within the KNM compound, museum services to the visitors, such as museum and gift shops, cafeteria, etc.
- Following up the Exhibition of DAI's collection in Buildings 3 and 4, to the end of the tendering process and follow up installation of the display in the galleries.
- Studying the feasibility and a new programme for the display of the al-Sabah pre-Islamic collection in Building 17.
- Support the development an Advocacy and Communications Strategy for the KNM;
- Forming a support team at the core of KNM to undertake the condition survey of the ethnographic collection and developing conservation strategies;
- Training of NCCAL/DAI conservators.
- Training of NCCAL/DAI staff in exhibition planning and delivery
- Conduct NCCAL core museum team training in advocacy, outreach and culture-based communications
- Museological programme for the "History of Kuwait" exhibition
- Opening of the "History of Kuwait" exhibition

3. SSC/TRc enacted through benchmarking and knowledge sharing

- Characterizing the successful experience of DAI in the area of collections management, exhibition preparation, travelling exhibitions, cultural programming and international cooperation, in order to identify the success factors and use them as a model for successful cultural practice in the Arab World.
- Proposing trips with the purpose of learning from the experiences and expertise developed in the GCC and Asia through a South-South and Triangular coordination process, in order to avoid mistakes and make informed decisions about the best-suited concepts, models and programs for Kuwaiti institutions.

4. Handicrafts and creative industries framework established through the following activities:

- Developing a framework for crafts development in the NCCAL Strategic Plan 2015-2020, specifically under Axis 6 of the Sectors Strategic Objectives ("Supporting, encouraging and developing Fine Arts");
- Undertaking a feasibility study for the establishment of a National Center for Traditional Handicrafts based on
 - 1.a survey of existing crafts in Kuwait and of practicing artisans in each profession;
 - 2.the findings of the value chain analysis (creation-production-distribution-consumption) of each identified craft;



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3. a SWOT analysis of the craft sector to identify converging needs and gaps to be filled, for example the institutional support for promotion and protection, technical and management training, funding for production and distribution opportunities at national, regional and international levels.

- Conducting 2 product development workshops, under the guidance of an International Designer, preferably from the Arab Region (such as Jordan, Egypt, Tunisia or Morocco);
- Undertaking a marketing study, on (a) the demand of potential consumer groups (diplomatic corps, tourists and visitors, government agencies, export markets) and (b) new outlets, besides the well-designed Sadu craft shop, for the distribution of products, such as Shopping Malls which play a significant role in contemporary Kuwaiti society, Airport, Hotels, etc);
- Fostering the participation in 2 International Craft Trade Fairs, one in Asia (for example the Jakarta International Handicraft Trade Fair or the Bangkok International Gift and Houseware Fair) and one in Europe/USA. The International Folk Art Market in Santa Fe, USA is the ideal one for the type of products from Al Sadu linking traditional designs and contemporary items. The Fair organizers welcome every year participants from countries whose crafts are little known, which is the case with Kuwait.

Annexes

Terms of Reference of the UNESCO Technical Advisor below

Under the supervision of the UNESCO *Deputy Director of the Regional Office for Arab States (ROAS)* and the UNDP Resident Representative and Deputy Resident Representative, the UNESCO Technical Advisor will perform the following duties:

Project Manager (Full-time)

Project Title & Number: Preservation and promotion of Kuwait's cultural heritage - 00102378

Post Title: Project Manager

Duty Station: Kuwait

Duration of initial contract: (12 months extended based on performance)

Duration of project: 24 months

Type of contract: Service Contract

Contract Level: SB 5

DUTIES AND RESPONSIBILITIES:

Under the supervision of the UNESCO *Deputy Director of the Regional Office for Arab States (ROAS)* and the UNDP Resident Representative and Deputy Resident Representative, the UNESCO Technical Advisor will perform the following duties:

1. Ensure the implementation of the Project Goals and delivery of all aspects of the project including identifying and recruiting consultants with the appropriate expertise to deliver training and conservation activities; facilitating training workshops and organizing conferences according to the Project Workplan, elaboration of a public cultural policy; update the NCCAL's Strategy document in the framework of the proposed Project Document.
2. Day-to-day implementation and management of the project by maintaining a log of the delivery of appropriate technical, operational, financial and administrative outputs and tracking the progress of the project by monitoring and reporting including:
 - Managing and coordinating the activities of project implementation based on relevant Project Document and supervision and guidance of the Project consultants.
 - Development of comprehensive/detailed Project work-plan including structured dynamics of all Project activities, role and responsibilities of the stakeholders and milestones;
 - Monitoring progress and implementation of the Project work-plan
 - Monitoring financial resources and accounting to ensure accuracy and reliability of financial reports;
 - Managing and monitoring the project risks initially identified, and submit new risks to the Project Board for consideration and decision on possible action if required;
 - Prepare the Progress Report (progress against planned activities, update on Risks issues, expenditures) and submit the report to the Project Board and Project Assurance;
 - Prepare the Annual Review Report, and submit the report to the Project Board and the Outcome Board;



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3. Provide timely advisory services on policy and programming matters related to the project to the Government and relevant ministries, local partners and institutions and other stakeholders, and also ensure facilitation of knowledge building and sharing among partners while developing strong relationships with implementing partners;

4. Liaise with and support the UNDP Project Liaison Officer in mobilizing goods and services to initiative activities and coordinate with NCCAL and other implementing partners such as DAI, the National Museum of Kuwait, Al Sadu House etc.

5. Draft and prepare all the relevant documents to achieve the deliverables as defined by the project document, including the elaboration of cultural policy in line with the needs identified and under the auspices of NCCAL, feasibility studies for the museum and handicraft sectors, SWOT analysis etc. etc., and support the formulation of an operational master plan for museums by UNESCO colleagues and consultants under the supervision of the Technical Advisor.

PERFORMANCE INDICATORS FOR EVALUATION OF RESULTS:

- Project activities executed in line with UNDP and UNESCO corporate principles;
- Project team(s) effectively and efficiently guided and backstopped;
- New partnership with relevant national and international institutions (incl. UN agencies, and international organizations) promoted;
- Enabling legal and policy environment improved;
- Institutional and individual capacity to raise management cost-effectiveness in relevant institutions strengthened;
- Delivered funds in accordance to the planned Annual Work Plan;
- Cultural policy, Museum Master Plan, Museum Organizational structure, feasibility study for expanding museum services, feasibility study for establishing a National Handicrafts Centre;
- Timely and qualitative reporting in line with the Programme needs and Country Office/National partners' requirements.

Attachment 2

SCHEDULE OF SERVICES, FACILITIES AND PAYMENTS

Section	Budget line	Work months	Total costs	Estimated expenditure by year		Schedule of payments	
				Year 1	Year 2	Year 1	Year 2
Output 1 NCCAL strengthened through cultural policy development and institutional restructuring			110,000	90,000	20,000		
Output 2 Institutional strengthening for NCCAL with focus on Museums Division			306,489	109,211	197,278		
Output 3 Capacity development plan for NCCAL implemented and handicrafts and creative industries framework established and capacities enhanced			230,000	120,000	110,000		
Output 4 NCCAL undertakings widely disseminated			115,811	45,811	70,000		
Output 5: SSC/TRc enacted through benchmarking, knowledge sharing and international positioning			55,000	27,000	27,000		
Total Outputs			817,300	392,022	424,278	200,000	210,000
Project management			530,000	250,000	280,000	195,000	195,000
Miscellaneous Expenses			15,000	5,000	10,000	0	0
Project evaluation			30,000	--	30,000	0	0
UNDP GMS			30,000	30,000	--	0	0
Total			1,422,300	677,022	744,278	395,000	405,000

Note:

- Expenditures for personnel services may be limited to salary, allowances and other entitlements, including the reimbursement of income taxes due and travel costs on appointment to the project, duty travel within the programme country or region and repatriation costs.
- The implementing partner shall be responsible for providing miscellaneous services such as secretarial assistance; postage and cable services and transportation as may be required by the United Nations agency personnel in carrying out their assignment.
- Adjustments within each of the sections may be made in consultation between the implementing partner and the United Nations agency. Such adjustments may be made if they are in keeping with the provisions of the programme support document or project document and if they are found to be in the best interest of the programme or project.