

## LETTER OF AGREEMENT BETWEEN THE PUBLIC AUTHORITY OF MANPOWER AND INTERNATIONAL LABOUR ORGANIZATION

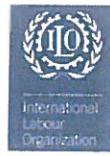
### UNDER NATIONAL IMPLEMENTATION

#### 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

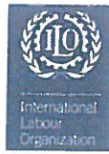


Dear International Labour Organization,

1. Reference is made to consultations between officials of the **Public Authority of Manpower** (hereinafter referred to as "*the implementing partner* ") and officials of the **International Labour Organization** ("the United Nations agency") with respect to the participation of the International Labour Organization in the UNDP support to project named "the Support of Public Authority of Manpower", to be managed by the Government. The latter shall be represented for the purpose of such management by the implementing partner; **Public Authority of Manpower**.
2. The implementing partner recognises that International Labour Organization enjoys privileges and immunities under the Convention on the Privileges and Immunities of the Specialised Agencies, to which the Government of Kuwait became a signatory on 13<sup>th</sup> of December 1963.
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 co-ordinator. The supervisory arrangements shall be determined in mutual consultation and described in the relevant terms of reference of the personnel. This 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 co-ordinator 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 co-ordinator 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.
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 Public Authority of Manpower located at the Ministries complex, 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 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.
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 constitute the basis for your organisation's participation in the project.

Yours sincerely,  
For the implementing partner of Kuwait

Hind Al Subaih  
Minister of Social Affairs and Labour & Minister of for Planning & Development Affairs  
Kuwait

Signed on behalf of the International Labour Organization

Regional Office for the Arab States  
Frank Hagemann  
Acting Regional Director for the Arab States



Signed on behalf of the the UNDP

Mubashar Riaz Sheikh  
UN Resident Coordinator  
UNDP Resident Representative  
Kuwait





## Attachment 1

### DESCRIPTION OF SERVICES

Project number: 94565

Project title: Support to PAM

#### Work to be performed by the United Nations agency:

- Improving the tripartite participation in the International Labour Standards system and promoting the application of conventions
- Labour Inspection System modernized and effective in line with the International Labour Standards (ILS) and Occupational Safety and Health (OSH) services improved and strengthened

#### Description of services:

The ILO intervention in building the capacities on International Labour Standards (ILS), Labour Inspection and Occupational Safety and Health will use a mix of strategies, focusing mainly on institutional development. Specifically, the strategy involves:

- 1) Seminars and workshops being held to disseminate information to constituents and raise awareness on matters concerning ILS.
- 2) Hands-on training activities will be organized for government officials and representatives of employers and workers, including women, using a participatory approach to engage participants in constructive interaction.
- 3) Technical advisory services will provide information on specific questions.
- 4) Government, employers and workers representatives (men and women) will participate in courses of the ILO's International Training Centre in Turin.
- 5) Training methods will include presentations followed by discussion and practical exercises. Advocacy material will be disseminated during these activities, as well as to institutions and its Officials.

#### Annexes:

Terms of Reference of the National Project Officer below

Under the supervision of the ILO Deputy Director of the Regional Office for Arab States (ROAS ) and the technical support of ROAS technical ILS Senior Specialist, the National Project Officer will perform the following duties:

1. Manage the ILO component of the joint UN programme, in close coordination with the Joint Programme Coordinator, ensuring proper implementation in line with the workplan and complementarity with the work of other UN agencies..
2. Follow-up with relevant departments at headquarters and regional office, executing agencies, government offices, constituents and other organizations to expedite implementation and meet targets.
3. In close collaboration with the ROAS technical ILS Senior Specialist, plan, organize and monitor the activities of the project and control the quality of all project outputs in coordination with project partners and other institutions/ organizations.



4. Assist in providing programming and administrative support and supervise operations for financial and personnel management of the project in coordination with the Regional Office programming and administration
5. Prepare briefs, periodical reports and statistical data on status of project activities and budget. Draft in, or translate into, local language news releases, official correspondence, statements and speeches and other public information material.
6. Participate in the development of the annual work plan and the implementation of the project, framed by the project logical framework. Maintain and keep registers on the status of the project at the formulation, implementation and operational stages.
7. Assist in the programming and control of resources, prepare budget estimates and expenditure forecasts by analyzing and monitoring situation of resources as compared to planned activities and making recommendations to management for remedial action.
8. Organize, project-related activities, including workshops, training sessions and development of training material.
9. Brief ILO specialists, project experts, associate experts and visiting officials and provide relevant information on programme matters.

Education: A first level university degree in economics, engineering, social sciences or other relevant field.

Experience: At least two years of working experience at the national level in the occupational area required. Experience in project formulation, implementation and operation required.

Languages: Excellent knowledge of Arabic and English (speaking, reading and writing).

Competencies: Knowledge of programme and budget, project administration and management. Ability to identify and analyze problems with implementation. Good drafting skills. Knowledge of office-wide activities and objectives. Ability to interpret project information and analyze problems with implementation. Ability to communicate effectively both orally and in writing. Good computer application skills. Excellent organizational and analytical skills. Ability to work on own initiative as well as a member of a team. Ability to deal with people with tact and diplomacy. Ability to supervise staff.



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
Improving the tripartite participation in the International Labor Standards system and promoting the application of conventions		24	217,510 USD	105,612 USD	111,898 USD	105,612 USD	111,898 USD
Labor Inspection System modernized and effective in line with the ILS and OSH services improved and strengthened		24	652,530 USD	316,835 USD	447,593 USD	316,835 USD	652,530 USD
Total			870,040 USD	422,446 USD	447,593 USD	422,446 USD	447,593 USD

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.