



LETTER OF AGREEMENT BETWEEN THE PUBLIC AUTHORITY OF MANPOWER AND INTERNATIONAL ORGANIZATION FOR MIGRATION

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 Organization for Migration,

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 Organization for Migration** referred to as ("IOM") with respect to the participation of the International Organization for Migration in the UNDP support to the project entitled "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 the International Organization for Migration enjoys privileges and immunities under the Agreement between the International Organization for Migration and the Government of the State of Kuwait on 13 June 1994.
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 IOM towards this programme or project. Close consultations will be held between IOM 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. IOM 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 coordinator.
6. The personnel assigned by IOM to the project, and under contract with IOM shall work under the supervision of the project coordinator. 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 IOM for the manner in which assigned functions are discharged.
7. In the event of disagreement between the project coordinator and the project personnel of IOM, 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 IOM, according to the schedule of payments specified in Attachment 2: Schedule of Services, Facilities and Payments.
9. IOM 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 IOM, unless otherwise agreed to between the parties. The implementing partner will include the expenditure reported by IOM in the financial report.
10. IOM 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. IOM 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 IOM.
11. IOM 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. IOM shall provide the implementing partner with an annual report of non-expendable equipment purchased by IOM 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.



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13. IOM 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 IOM in accordance with Attachment 1 shall be recommended only after consultation with IOM. 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 IOM 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 IOM 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 IOM 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 IOM 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 IOM 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 IOM, 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 Organization for Migration
 Ms. Iman Eriqat – Chief of Mission, IOM
 Kuwait

Signed on behalf of the UNDP
 Mubashar Riaz Sheikh
 UN Resident Coordinator
 UNDP Resident Representative
 Kuwait