

LETTER OF AGREEMENT
BETWEEN
THE UNITED NATIONS DEVELOPMENT PROGRAMME AND
THE MINISTRY OF JUSTICE

LOA-08-2017-2

Your Excellency,

1. Reference is made to the consultations between officials of the United Nations Development Programme (hereinafter referred to as "UNDP") in Liberia and officials of the Ministry of Justice (hereinafter referred to as "MOJ") with respect to the implementation of the GOL/UNDP/UNMIL Joint Programme entitled *Strengthening the Rule of Law in Liberia: Justice and Security for the Liberian People* (2016-2019), as specified in Attachment 1.

2. In accordance with the Programme Document and with the following terms and conditions, we confirm our acceptance of the activities to be implemented by the MOJ, as specified in Attachment 2 (hereinafter referred to as "Activities"). Close consultations will be held between the MOJ and UNDP on all aspects of the Activities.

3. The MOJ shall be fully responsible for carrying out, with due diligence and efficiency, all Activities in accordance with its Financial Regulations and Rules.

4. In carrying out the activities under this Letter, the personnel and sub-contractors of the MOJ 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 MOJ 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 of the MOJ, and its personnel as a result of their work pertaining to the Activities.


5. Subcontractors shall work under the supervision of the designated official of the MOJ. These subcontractors shall remain accountable to the Ministry of Justice for the manner in which the assigned functions are discharged.

6. Upon signature of this Letter, UNDP will make payments upon request from the MOJ as per the schedule of payments specified in Attachment 3.

7. In the event additional needs/expenses are required beyond the approved project total to ensure project sustainability and effectiveness, the MOJ shall promptly advise UNDP any time it is aware that the budget to carry out these services is insufficient.

8. The MOJ shall not make any financial commitments or incur any expenses which would exceed the budget set forth in Attachment 3, unless in consultation with UNDP.

9. The MOJ shall regularly consult with UNDP concerning the status and use of funds and shall promptly advise UNDP any time when the MOJ is aware that the budget is insufficient to fully implement the Activities in the manner set out in the Attachment 2. UNDP shall have no obligation to provide the MOJ with any funds or to make any reimbursement for expenses incurred by the MOJ in excess of the total budget as set forth in Attachment 3.

10. The MOJ shall furnish UNDP with a cumulative narrative and financial report by 31 January 2018. The final report will include a list of non-expendable equipment and all relevant audited or certified financial statements and records related to the Activities. 

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11. The MOJ shall provide updates relating to the Activities as may reasonably be required by the UNDP Chief Technical Advisor/Programme Manager in the exercise of his or her duties.

12. 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 MOJ.

13. Title of all equipment bought for the use of the institutions and/or agencies within the framework of the GOL/UNDP/UNMIL Joint Programme shall vest under those institutions and/or agencies.

14. Any changes to the Programme Document which would affect the work being performed by the MOJ in accordance with Attachment 2 shall be recommended only after consultation between the parties.

15. 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 Programme Document and any revisions thereof and in accordance with the respective provisions of the Financial Regulations and Rules of the MOJ and UNDP.

16. The arrangements described in this Letter will remain in effect until 31 December 2017. Where differences arise between the parties, consultations and discussions will be held between all interested parties with the view of amicably settling those differences. In the event no agreement is reached, the arrangements will remain in effect until terminated for cause, in writing (with 30 days' notice) by either party.


17. Where differences arise between parties regarding the Schedule of Payments specified in Attachment 3, consultations and discussions will be held between all interested parties with the view of solving any inconsistencies. In the event those issues cannot be solved through dialogue, written indication from UNDP will alter the agreed Schedule of Payments.

18. Any amendment to this Letter shall be effected by agreement, in writing.

19. All further correspondence regarding this Letter of Agreement, other than signed letters of agreement or amendments thereto should be addressed to the Country Director, for UNDP, and for the MOJ, to the Minister of Justice.

20. The MOJ shall keep the UNDP Country Director and all relevant actors fully informed of all actions undertaken by them in carrying out this Letter.

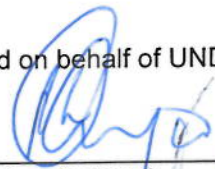
21. UNDP may suspend this Agreement, in whole or in part, upon written notice, should circumstances arise which jeopardise successful completion of the Activities.

22. Any dispute between the UNDP and the MOJ 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 to nominate the third arbitrator. 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. 

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23. Signing this letter in duplicate copies indicates an agreement with the provisions set forth above. Your acceptance shall thereby constitute the basis for the MOJ to lead on the implementation of the Activities.

Signed on behalf of UNDP:



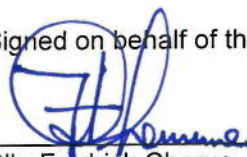
Dr Pa Lamin Beyai
Country Director



Date:

10/08/2017

Signed on behalf of the Ministry of Justice:



Cllr. Fredrick Cherue
Minister of Justice/Attorney-General
Republic of Liberia

Date:

August 14, 2017



Attachment 2: Description of Activities

Output 1: Operational capacity of the Planning and Programme Management Unit (PPMU) in the Ministry of Justice enhanced

Activity 1.1: Pay for fuel to support daily operations of the PPMU

Activity 1.2: Cover vehicle maintenance as well as third-party liability insurance for the vehicle in use by the PPMU

Activity 1.3: Provide recharge cards as well as access to mobile internet

Activity 1.4: Procure equipment, office supplies and stationary, including laptops and printer cartridges

Output 2: Critical legal reforms pertaining to plea bargaining, arrest and court terms supported

Activity 2.1: Initiate recruitment of three senior legal experts to prepare and build consensus around amendments pertaining to plea bargaining, arrest and court terms

Attachment 3: Schedule of Services, Facilities and Payments¹

A detailed budget is attached to the agreement

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Attachment 4

MODEL UNDP EXPENDITURE REPORT
Funding Authorization and Certificate of Expenditures (FACE) Form

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**GOL/UNDP/UNMIL Joint Programme
Planning and Programme Management Unit
Operational Budget (July - December 2017)**

Description	Unit Cost	Quarterly / Tranche 1 - July 2017	Quarterly / Tranche 2 - October 2017	Total	Comment
Fuel @ US\$1200/month	1,200	3,600	3,600	7,200	Monthly fuel distribution = JCF US\$ 400; JFD US\$300; RLN US\$ 300; Utility US\$ 200
Communication cost - recharge cards	550	1,650	1,650	3,300	PPMU has 8 staff - monthly costs as follows - Head (US\$ 100); Deputy Heads (x2 - US\$ 100 each); Finance Officer (US\$ 50); Procurement Specialist (US\$ 50); Communications Officer (US\$ 50); Logistics Officer (US\$ 50) and Administrative Assistant (US\$ 50)
Mobile internet service	N/A	1,424	1,200	2,624	Cost for NetSpot is 4x US\$ 56 = US\$ 224 plus US\$ 400 per month for data
Vehicle maintenance	N/A	4,400	2,400	6,800	Costed for 4 vehicles assigned to JCF; JFD; RLN + Utility to be serviced quarterly @ US\$ 600/quarter, plus change of one set of tires @ US\$ 250/tire = 16 tires for 4 vehicles
Vehicle third-party liability insurance	200	800	0	800	US\$ 200/vehicle per annum = 4 vehicles to begin coverage July 2017
Computers	1,200	2,400	0	2,400	Laptops required for JFD and ET. Other staff recently received laptops through the UNMIL Transition process
Printer cartridges	N/A	780	780	1,560	HP2035 cartridge costs US\$ 75/unit, 2 each per printer to be used during the quarter. Dell B2375 cartridge costs US\$90/unit; 2 to be used during the quarter
Consultancy fees	N/A	24,000	0	24,000	Initiate recruitment of three senior legal experts to prepare and build consensus around amendments pertaining to plea bargaining, arrest and court terms
Stationery and toiletries	N/A	1,000	1,000	2,000	To cover - manila folders, dividers, A4 and legal sheets; binding covers, box folders, staplers, etc. and US\$ 150 bulk per quarter for toiletries
GRAND TOTAL	3,150.00	40,054.00	10,630.00	50,684.00	

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