

**STANDARD LETTER OF AGREEMENT BETWEEN THE UNITED NATIONS DEVELOPMENT PROGRAMME (UNDP) AND THE UNITED NATIONAL JOINT PROGRAMME ON HIV/AIDS (UNAIDS) ON THE IMPLEMENTATION OF GLOBAL FUND FUNDING SUPPORT TO MYANMAR CCM WHEN UNDP SERVES AS IMPLEMENTING PARTNER**

Dear Dr. Sun Gang,

1. Reference is made to the consultations between officials of the United Nations Development Programme (hereinafter referred to as "UNDP") in Myanmar and officials of *United National Joint Programme on HIV/AIDS* (hereinafter referred to as the "UNAIDS") with respect to the realization of activities by the UNAIDS in the implementation of the project *Global Fund Funding Support to Myanmar CCM* as specified in Attachment 1: Project Document, to which UNDP has been selected as implementing partner.

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

3. UNAIDS 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 UNAIDS 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 UNAIDS 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 UNAIDS, and its personnel as a result of their work pertaining to the Activities.

5. Any subcontractors, including NGOs under contract with UNAIDS, shall work under the supervision of the designated official of UNAIDS. These subcontractors shall remain accountable to UNAIDS for the manner in which assigned functions are discharged.

6. Upon signature of this Letter, UNDP will make payments to UNAIDS, according to the schedule of payments specified in Attachment 3: Schedule of Activities, Facilities and Payments.

7. UNAIDS shall not make any financial commitments or incur any expenses which would exceed the budget for the Activities as set forth in Attachment 3. UNAIDS shall regularly consult with UNDP concerning the status and use of funds and shall promptly advise UNDP any time when UNAIDS 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 UNAIDS with any funds or to make any reimbursement for expenses incurred by UNAIDS in excess of the total budget as set forth in Attachment 3.

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8. UNAIDS shall submit a cumulative financial report each quarter (15 Sept 2012, 15 Dec 2011, 15 Mar. 2012) (31 August 2011, 30 November 2011, 29 February 2012, and 31 May 2012). The report will be submitted to UNDP through the UNDP Senior Deputy Director or 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 UNAIDS in the financial report for *Global Fund Funding Support to Myanmar CCM*.

9. UNAIDS 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. UNAIDS shall furnish a final report within 12 months after the completion or termination of the Activities, including a list of non-expendable equipment purchased by UNAIDS 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 *UNAIDS*.

12. Any changes to the Project Document which would affect the work being performed by *UNAIDS* 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 Project Document and any revisions thereof and in accordance with the respective provisions of the Financial Regulations and Rules of the *UNAIDS* and UNDP.

14. The arrangements described in this Letter will remain in effect until the end of the project, or the completion of activities of *UNAIDS* 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 *UNAIDS* 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.

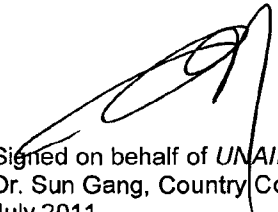
17. All further correspondence regarding this Letter, other than signed letters of agreement or amendments thereto should be addressed to Mr. Akbar Usmani, UNDP Resident Representative, ai, UNDP Myanmar, No. 06, Natmauk Road, Yangon, Myanmar.

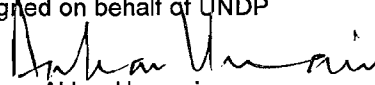
18. *UNAIDS* shall keep the UNDP Senior Deputy Director /Resident Representative fully informed of all actions undertaken by them in carrying out this Letter.

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. The parties shall use their best efforts to promptly settle through direct negotiations any dispute, controversy, or claim arising out of or relating to the Letter, or any breach thereof. Any such dispute, controversy or claim which is not settled within sixty (60) days from the date either party has notified the other party of the dispute, controversy or claim and of measures which should be taken to rectify it, shall be referred to the Secretary-General of the United Nations (in case of the UN) the Executive Heads of the respective funds/programmes for resolution.

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 *UNAIDS*'s participation in the implementation of the project.

  
Signed on behalf of *UNAIDS*  
Dr. Sun Gang, Country Coordinator for Myanmar  
July 2011

Yours sincerely,  
Signed on behalf of UNDP  
  
Akbar Usmani  
Resident Representative, ai UNDP Myanmar  
July 2011

**Attachment 1**

PROJECT DOCUMENT

## Attachment 2

### DESCRIPTION OF ACTIVITIES

Project number:

Project title: Global Fund Funding Support to Myanmar-CCM

#### Results to be achieved by [UNAIDS]

Provide a summary of the results to be achieved by [UNAIDS], particularly the outputs they are expected to produce.

- 1) Well-functioning CCM Secretariat
- 2) CCM meetings convened 4 times a year, with meeting materials shared in timely manner
- 3) Civil society participating actively in the CCM meetings
- 4) CCM members capacity in fulfilling their roles and responsibilities in oversight of GF grant implementation strengthened through training sessions
- 5) M-CCM website and information dashboard developed

#### Work to be performed by [UNAIDS]

Explain the activities to be carried out by [UNAIDS].

#### 1 Improved performance of CCM Secretariat

A national CCM Officer will be hired on a full-time basis, working out of UNAIDS Myanmar Office. He/she will be under the supervision of the Secretary of the M-CCM/ Deputy Director-General of Department of Health, Ministry of Health and the UNAIDS Country Coordinator. Necessary additional equipment and office supplies will be purchased to meet the increasing need for secretariat support of the CCM. This arrangement is necessary to address the situation of Myanmar where the government offices have been re-located to the new capital, Nay Pyi Taw, 4.5 hours car ride from Yangon. As other offices including Embassies, UN agencies and international NGOs are still located in Yangon, communication between the CCM members require additional facilitation. Communication channels from Nay Pyi Taw externally as well as in-country are limited. Thus the presence of a national CCM Officer in the UNAIDS office will help to ensure timely communication between the Secretary of the M-CCM and CCM members and other stakeholders.

#### Activity:

- 1.1 Full time national CCM Officer to the CCM Secretariat, at National Officer Level-B (UNDP remuneration system) to be located in the UNAIDS office. The ToR of the national CCM Officer is to prepare CCM meetings (including applying for travel permit for international CCM members and meeting participants); organize the travel and accommodation of CCM members; organizing the Executive Working Group Meetings; and provide assistance to the preparation, organization and documentation of meetings. The national CCM Officer will also assist with the organization of CCM trainings and monitor the M-CCM website and upload information to the dashboard, with clearance from the Secretary of the M-CCM, after the website and dashboard are established. The national CCM Officer shall also monitor the expenses of CCM Support Fund and reporting.
- 1.2 Necessary stationary for the Secretariat, utility and communication equipment and running cost

Computer printer; LCD projector; scanner; photo-copy machine

## **2 Well Supported CCM Meetings**

CCM meetings and field visits will be funded by the CCM support fund. This includes travel and per diem costs for CCM members and information meetings for CCM constituencies (particularly for civil society organizations such as CBO, FBO and people living with the diseases)

Activity:

- 2.1 Support of travel and accommodation of CCM members (only those who need support) in attending the M-CCM meetings

Support CCM members from civil society constituencies to arrange information sharing and consensus meetings prior to and after each M-CCM meeting, during which the civil society representatives will be given the opportunity to provide feedback to the members of their constituency.

- 2.2 Support the members, particularly civil society members, to arrange information sharing and consensus meetings prior to and after each M-CCM meeting

- 2.3 Support for the meeting package, including the stationary and refreshment

## **3 Improved capacity of CCM members**

Since the development of the M-CCM Governance Manual, there has not yet been training for M-CCM members. It will be worthwhile to provide CCM members with training on CCM governance issues, members roles and responsibilities in coordination, information sharing and providing oversight to grant implementation for AIDS, TB and Malaria. Training on gender, rights-based approaches and other cross-cutting issues will also be covered at various training opportunities.

Activity:

- 3.1 Training of the CCM manual, CCM Member's role and responsibility, and oversight of grant implementation for AIDS, TB and Malaria.

- 3.2 Specific training for CCM members on gender, rights-based approach, and other cross-cutting issues

## **4 Improved information access and sharing through web-based information sharing platform and dashboard**

To fulfill the functions of the M-CCM in coordinating global fund grants, sharing information and providing oversight to grant implementation, information management is a core area of work for the CCM Secretariat. The national CCM officer will set up an information management system which will enable M-CCM members to access documents and information from the website in both languages, English and Myanmar. An M-CCM dashboard will also be installed to provide up-to-date information on grant performance, bottlenecks and budget reports.

Activity:

- 4.1 Consultant support in developing the website
- 4.2 Consultant support in the development of the M-CCM information dashboard
- 4.3 Rental of server and maintenance cost
- 4.4 Translation of materials and essential documents

## **5 Enhanced oversight role of M-CCM on GF grant implementation**

The Country Coordinating Mechanism that is set up in each country that receives Global Fund grants is expected to provide oversight to grant implementation. The M-CCM members will be required to provide oversight as part of their roles and responsibilities. The M-CCM members reviews performance and progress reports, review budget disbursements and approves re-programming requests. They are expected to provide the Principal Recipients with guidance in program implementation and ensure that the programs achieve targets set out in the grants. As part of oversight activity, M-CCM members will also undertake site visits to review program implementation in the field and monitor and evaluate program outputs.

Activity:

5.1 One field visit per year

5.2 M-CCM meetings to review budget, workplan, and re-programming requests.

Description of inputs:

Provide a detailed description of the project inputs by activity. This may include personnel, contracts, training, equipment, miscellaneous and micro-capital grants.
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### **1 Improved performance of CCM Secretariat**

Project inputs:

- Full time national CCM Officer to the CCM Secretariat, at National Officer Level-B (UNDP remuneration system) to be located in the UNAIDS office.
- Necessary stationary for the Secretariat, utility and communication equipment and running cost
- Computer printer; LCD projector; scanner; photo-copy machine

### **2 Well Supported CCM Meetings**

Project inputs:

- Travel and accommodation of CCM members (only those who need support) in attending the M-CCM meetings
- Civil society information sharing and consensus meetings prior to and after each M-CCM meeting
- Meeting package, including the stationary and refreshment

### **3 Improved capacity of CCM members**

Project inputs:

- Training of the CCM manual, CCM Member's role and responsibility, and oversight of grant implementation for AIDS, TB and Malaria.
- Specific training for CCM members on gender, rights-based approach, and other cross-cutting issues

**4 Improved information access and sharing through web-based information sharing platform and dashboard**

Project inputs:

- Consultant support in developing the website
- Consultant support in the development of the M-CCM information dashboard
- Rental of server and maintenance cost
- Translation of materials and essential documents

**5 Enhanced oversight role of M-CCM on GF grant implementation**

Project inputs:

- One field visit per year
- M-CCM meetings to review budget, workplan, and re-programming requests.

Annexes:

Attach, as appropriate, job descriptions for consultants, terms of reference for contracts, technical specifications for equipment items, training nomination forms, etc.
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Terms of Reference for National CCM Officer attached (See Annex 1)  
Technical specifications for Computer, printer, and scanner attached (See Annex 2)  
Training nomination forms to be submitted during training preparation  
Website specifications attached (See Annex 3)











**Attachment 4**

**MODEL UNDP EXPENDITURE REPORT**

Period \_\_\_\_\_

EXPECTED CP OUTPUTS and indicators including annual targets	PLANNED ACTIVITIES <i>List all activities to be undertaken during the year towards stated outputs</i>	Planned Budget		Payments and Expenditures		
		Budget Description	Amount	Payments received	Expenditures	Balance
		Remuneration for National Officer, CCM Secretariat	12000			
		Development information dashboard	2250			
		Consultant travel & per diem	1300			
		Stationery, utility, communication	1200			
		Travel & accommodation civil society	3200			
		Meeting package	1740			
		Interpreter for non-English speakers	600			
		Accommodation oversight filed visit	1600			
		Per diem field visit	1500			
		Travel cost field visit	1200			
		Information sharing & constituency meetings	1020			
		Training for CCM members on governance	1970			
		Development of website	2000			
		Rental of server and maintenance	3600			
		Translation of documents	2620			
		Computer	1500			
		Printer	500			
		Mobile phone	500			
		Scanner	200			
		<b>Total</b>	<b>40500</b>			



(No more than 6 meetings a year)

Travel and accommodation civil society: Cost per travel: US\$ 200 per person (car transport plus 1 night accommodation in Nay Pyi Taw) Number of days: 1 day Number of participants: 4 4 participants at US\$ 200 each, 4 times a year = US\$ 3,200 Number of travel = 15 (4 participants per trip, 4 trips per year)	Travel	16.00	200.00	800.00	800.00	800.00	800.00	3200.00	3200.00
Constituency Engagement									
Meeting package (stationary and refreshments) Number of participating CCM Members per meeting: 28 people Cost for venue, lunch and refreshment (meeting package): US\$ 13 per person Cost of stationary per person: US\$ 2 (per meeting) Cost of refreshment per person (see above, included in meeting package)									
Estimated cost per meeting: US\$ (13+2)*29=435.		4.00	435.00	435.00	435.00	435.00	435.00	1740.00	1740.00
Indirect Costs	meeting person	4.00	150.00	150.00	150.00	150.00	150.00	600.00	600.00
Indirect Costs									
Interpreter for non-English speakers									
Accommodation Oversight Field Visit - Cost per night: US\$ 40 Number of participants: 8 Number of nights: 5 Total: US\$40*5= US\$ 240 Number of visit: 1 visit in 4th quarter This is only the accommodation cost for the field visit.									
Per Diem Field Visit									
Travel costs Field Visit Number of participants: 8 Travel cost: US\$ 150 (round trip air travel) This is only the transport cost for the field visit.									
Oversight	person	8.00	200.00	0.00	0.00	0.00	0.00	1600.00	1600.00
Oversight	days/person	5.00	300.00	0.00	0.00	0.00	0.00	1500.00	1500.00
Oversight									
Oversight	person	8.00	150.00	0.00	0.00	0.00	0.00	1200.00	1200.00
<b>TOTAL</b>								<b>17040.00</b>	<b>17040.00</b>

Information sharing and constituency meetings: Number of days: 1 Number of participants per meeting: 15 people Cost for venue, lunch and refreshment (meeting package): US\$ 13 per person Cost of stationary per person: US\$ 2 (per meeting) Cost of refreshment per person (see above, included in meeting package) Printing/photocopying of documents: US\$ 30 per meeting Estimated cost per meeting: US\$ 400	Constituency Engagement	meeting	4.00	255.00	255.00	255.00	255.00	1020.00	1020.00
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Meeting Training Workshops Consultations	Training for CCM members on "Governance and CF Issues": oversight and gender issues"; Number of days: 2 Number of participants per meeting: 29 people Cost for venue, lunch and refreshment (meeting package): US\$ 15.2 per person (for 2 days)-possibly in Nay Pyi Taw Cost of stationary per person: US\$ 2 (per meeting) Cost of refreshment per person (see above, included in meeting package) Estimated meeting cost per day=US\$ 435 x 2 days Printing/photocopying of documents for 2 days: US\$ 100 per meeting Travel and accommodation cost for 5 people= 1000	Capacity building/Gender	meeting	1.00	1970.00	1970.00	0.00	0.00	0.00	1970.00	1970.00
										0.00	0.00
<b>Meeting Training Workshops Consultations TOTAL</b>											
										2990.00	2990.00

Communication materials	Development of website	website	1.00	2000.00	2000.00	0.00	0.00	0.00	0.00	2000.00	2000.00
	Rental of server and maintenance	server	12.00	300.00	3600.00	900.00	900.00	0.00	0.00	3600.00	3600.00
	Translation of documents	lump sum	1.00	2620.00	2620.00	0.00	0.00	0.00	0.00	2620.00	2620.00
<b>Communication materials TOTAL</b>											
										8220.00	8220.00

Equipment	Computer	computer	1.00	1500.00	1500.00	0.00	0.00	0.00	0.00	1500.00	1500.00
	Printer	printer	1.00	500.00	500.00	0.00	0.00	0.00	0.00	500.00	500.00
	Mobile phone	mobile phone	1.00	500.00	500.00	0.00	0.00	0.00	0.00	500.00	500.00
	Scanner	scanner	1.00	200.00	200.00	0.00	0.00	0.00	0.00	200.00	200.00
<b>Equipment TOTAL</b>											
										2700.00	2700.00

Overheads	UNDP General Management Support Cost (GMS) (7%)	Indirect Costs	12	2835.00	1307.60	408.60	408.60	709.60	0.00	2835.00	2835.00
										0.00	0.00
<b>Overheads TOTAL</b>											
										2835.00	2835.00

Others										0.00	0.00
										0.00	0.00
<b>TOTAL: Others</b>											
										0.00	0.00
<b>GRAND TOTAL</b>											43335

Section 2 Summary of performance areas

Budget total	USD	43,335
Secretariat Support Costs	USD	28,595
CCM Performance areas	USD	14,740
Percentage of CCM performance costs		
Oversight		6,550
Constituency engagement		6,220
Alignment		0
Capacity building / Gender		1,970
		14,740

23-Mar-10