## STANDARD LETTER OF AGREEMENT BETWEEN THE UNITED NATIONS DEVELOPMENT PROGRAMME AND MINISTRY OF HEALTH AND WELLNESS OF MAURITIUS ON THE PROVISION OF TECHNICAL SUPPORT IN THE CONTEXT OF COVID-19

Your Excellency.

- Reference is made to the consultations between officials of the United Nations Development Programme (hereinafter referred to as "UNDP") in the Republic of Mauritius and officials of the Ministry of Health and Wellness with respect to technical support in the context of COVID-19 for which UNDP has been selected as implementing partner.
- In accordance with the following terms and conditions, we confirm our acceptance of the activities provided by the Ministry of Health and Wellness towards the financial assistance, as specified in Attachment 1: Description of Activities (hereinafter referred to as "Activities"). Close consultations will be held between the Ministry of Health and Wellness and UNDP on all aspects of the Activities.
- The Ministry of Health and Wellness shall be fully responsible for carrying out, with due diligence and efficiency, all Activities in accordance with its Financial regulations, rules and other directives, only to the extent they are consistent with UNDP's Financial Regulations and Rules. In all other cases, UNDP's Financial Regulations and Rules must be followed.
- In carrying out the activities under this Letter, the personnel and sub-contractors of the Ministry of Health and Wellness 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 Ministry of Health and Wellness 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 the Ministry of Health and Wellness, and its personnel as a result of their work pertaining to the Activities.
- Any subcontractors, including NGOs under contract with the Ministry of Health and Wellness, shall work under the supervision of the designated official of that Ministry. subcontractors shall remain accountable to the Ministry of Health and Wellness for the manner in which assigned functions are discharged.
- Upon signature of this Letter, UNDP will make payments to the Ministry of Health and Wellness, according to the Plan of Activities specified in Attachment 2: Schedule of Activities and Payments to the bank account whose details are set as follows:

Bank Name:

SBM BANK (MAURITIUS) LTD, 1 Place D'Armes, Port Louis

Account Name:

Ministry of Health

Account No.:

61030100003517

IBAN:

MU10STCB1170030100003517

SWIFT:

The Ministry of Health and Wellness shall not make any financial commitments or incur any expenses which would exceed the budget for the Activities as set forth in Attachment 2. The Ministry shall regularly consult with UNDP concerning the status and use of funds and shall promptly advise UNDP any time when the Ministry of Health and Wellness is aware that the budget to carry out these Activities is insufficient to fully implement the activities. UNDP shall have no obligation to provide the Ministry of Health and Wellness with any funds or to make any reimbursement for expenses incurred by the Ministry of Health and Wellness in excess of the total budget as set forth in Attachment 2.



- 8. The Ministry of Health and Wellness shall submit a cumulative financial report after disbursement of each tranche to implement activities under Attachment 2. The report will be submitted to UNDP through the UNDP Resident Representative within 15 days following disbursement. 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 the Ministry of Health and Wellness in the financial report 00120361.
- 9. The Ministry of Health and Wellness 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. The Ministry of Health and Wellness 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 the Ministry of Health and Wellness 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 the Ministry of Health and Wellness.
- 12. Any changes to the Project Document which would affect the work being performed by the Ministry of Health and Wellness 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 Ministry of Health and Wellness 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 the Ministry of Health and Wellness according to Attachment 2, or until terminated in writing (with 30 days notice) by either party. The schedule of payments specified in Attachment 2 remains in effect based on continued performance by the Ministry of Health and Wellness unless it receives written indication to the contrary from UNDP.
- 15. Any balance of funds that is undisbursed 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 Amanda K. Serumaga, UNDP Resident Representative, 6<sup>th</sup> Floor, Anglo Mauritius House, Intendance Street, P.O Box 253, Port Louis, Mauritius.
- 18. The Ministry of Health and Wellness shall keep the UNDP Country 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. Any dispute between the UNDP and the Ministry of Health and Wellness 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 the President of the International Court of Justice to appoint the arbitrator referred to. The Tribunal shall determine its own procedures,

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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.

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 the Ministry of Health and Wellness participation in the implementation of the project.

Yours sincerely, Signed on behalf of UNDP

Amanda Serumaga, UNDP Resident Representative .....<sup>21</sup>April 2020

Signed on behalf of the Ministry of Health and Wellness

Mr Chettandeo Bhugun, Senior Chief Executive ... 21. April 2020



## Vendor /Person Profile Update

SECTION 1 (For Internal Use only)	UN INFO	RMATION			ion dese			
Requesting Person:		Date:			Atlas Vendor No:			
First Name / Last Name/Extension					UN Inde	ex No:		
VENDOR TYPE: ☐ STAFF ☐ SSA ☐ SERVICE	E CONTRACT [	☐ MEETING PARTICIP	ANT NG	io 🗆 Su	PPLIER []	OTHER		
VENDOR APPROVER SIGNATURE:			DA	TE:				
Complete either Section 2 or Section 3 (not both)					= 1=31M_021003			
SECTION 2 PERSON INFO	RMATION (Fo	r Individuals only	/)					
Last Name Middle Name		First N	ame					
Nationality Sex					Male  Female			
Address								
City, St	ate/Province/Co	unty	Postal Cod	de (ZIP)		Cour	ntry	
E-mail Address	Telephone Number			Fax Number				
SECTION 3 SUPPLIER INFO  Company Name:		or Companies on			Web Site U	IRL: (if applicable	*)	
MINISTRY OF HEALTH AND WELLNESS		NA 250 III	1000 000					
Street Address SSR STREET, EMMANUEL ANQU	7.5	), 						
City State/Province/County Postal Code PORT LOUIS Postal Code					Country REPUBLIC OF MAURITIUS			
Contact Person (MAIN ADDRESS)  Name: CHETTANDEO BHUGUN					Fax		E-mail Address cbhugun@govmu.org	
me: CHETTANDEO BHUGUN +(230) 2011912 e: SENIOR CHIEF EXECUTIVE							Conagan@govina.org	
SECTION 4 BENEFICIARY	BANKING INF	ORMATION		Sed Selection	Whee			
Bank Name SBM BANK (MAURITIUS) LTD								
					ode 8 or 11 characters (required for overboard payments)			
ACH Branch ID: (for Canadian Banks only) 9 digits routi								
			DIANCII NA	ine.				
Street Address: SBM TOWER, 1 PLACE D'ARMES								
ty State/Province Postal Code PORT LOUIS				ode	Country REPUBLIC OF MAURITIUS			
SECTION 5 BENEFICIARY	BANK ACCOL	UNT DETAILS						
Account Name: (name as it appears on bank account	nt) MINISTRY OF	HEALTH		Bank A	Account Curre		er (PLEASE INDICATE)	
Bank Account No. : (ENTER WITH NO PUNCTUATION, NO DOTS, DASHES OR SPACES) 61030100003517				Accou	Account Type:			
IBAN (European Banks) MU10STCB1170030100003517								
Transit Code ( 5 digit ) Canadian Banks		Sort Code (6 dig	gits) UK Ban	ks	BSB co	ode (6 digit) Aust	ralia Banks	
Bank Information for Intermediary/Correspon	dent Bank ( if	applicable)	- 1500					
Name of Bank:					Address of Bank :			
Bank Account No (of beneficiary bank with intermediary bank)				SWIFT	Code:		FED WIRE No. ( US BANKS ONLY)	

I, Chettandeo BHUGUN, in my capacity as Senior Chief Executive, hereby authorize the agency to direct payments for goods and services to the above account.

Signatur

HR\_VENDOR PERSON PROFILE UPDATE 1003.DOT]