

MEMORANDUM OF UNDERSTANDING
AGREEMENT BETWEEN UNITED NATIONS DEVELOPMENT PROGRAMME
AND
LEGAL ASSISTANCE CENTRE

FOR THE PROVISION OF PROGRAMME ACCELERATION FUNDS (PAF) TO IMPLEMENT THE PROJECT: STRENGTHEN DIALOGUE AND MOBILIZATION ON THE REMOVAL OF HIV RELATED PUNITIVE AND DISCRIMINATORY LAWS, REGULATIONS, POLICIES AND PRACTICES IN NAMIBIA.

This is a MEMORANDUM OF UNDERSTANDING (hereinafter referred to as the Agreement) made between the United Nations Development Programme (hereinafter referred to as UNDP) and the Legal Assistance Centre (hereinafter referred to as LAC) regarding execution of the project: STRENGTHEN DIALOGUE AND MOBILIZATION ON THE REMOVAL OF HIV RELATED PUNITIVE AND DISCRIMINATORY LAWS REGULATIONS, POLICIES AND PRACTICES IN NAMIBIA.

Whereas UNDP hereby commits to provide funding to the Legal Assistance Centre in the context of the Project implementation and on terms and conditions hereinafter set forth; and

Whereas the Legal Assistance Centre is ready and willing to accept such funds from UNDP for the implementation of the above mentioned project.

Now therefore, this MEMORANDUM OF UNDERSTANDING binds the two parties to the following terms and conditions:

A) Responsibilities of the Legal Assistance Centre (LAC)

The Legal assistance Centre Agrees to

1) Undertake implementation of activities

LAC will undertake implementation of activities described in the workplan attached and provide progress narrative and financial updates to the technical working group on Punitive Laws.

2) Provide Audited Income Statements and Balance Sheets to UNDP.

In situations where a technical contractor is providing assistance to the Legal Assistance Centre, LAC and the contractor shall be responsible for verifying the accuracy of these reports and statements. Funds

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provided pursuant to this agreement shall be used for the purposes related to producing results specified in the performance targets as outlined in the workplan.

3) The Legal Assistance Centre agrees to

Reach the performance targets contained in Work Plan. If the Legal Assistance Centre fails to meet its responsibilities outlined in the annual work plan or attain at least 70% of any one performance target for any given year, then this will be considered ground for the technical working group to recommend suspension of funds under this agreement within 30 days. The suspension shall remain in effect until the Legal Assistance Centre has achieved the target. In circumstances where technical assistance is utilized, the contractor may at its discretion, continue to provide technical assistance to the Legal Assistance Centre during the suspension period.

4) The Legal Assistance Centre further agrees to

Inform the Technical Working Group about any problems that may occur during project implementation.

B) Duration:

This agreement will come into effect on 24th June 2011, retroactively and despite the date of signature thereof, and shall expire upon implementation and completion of the activities set out in the attached workplan and to which this agreement relates. It can be extended if necessary by exchange of letters noting the new expiration date.

C) UNDP agrees to

- i) Provide funds to the Legal Assistance Centre in an amount of up to USD 49 000.00 USD (Forty Nine Thousand USD) according to the schedule of the project budget provided. Payment is subject to Legal Assistance Centre meeting the outputs as specified in the work plan. This support shall be drawn from UNDP Programme Acceleration Funds (PAF) upon signature of this agreement.
- ii) Monitor implementation of the project through the nationally constituted technical working group on removal of punitive laws.

D) Payment Modalities

A total amount of 49 000.00USD shall be transferred electronically into the Legal Assistance Centre Bank Account of which the details are as follows:

Name of Bank	First National bank of Namibia
Branch	Windhoek Commercial suite
Account number:	62012296192
Branch Code	281972



Swift code:

FIRNNAX

The amount of payment of such funds is not subject to any adjustment or revision due to currency fluctuations or the actual costs incurred by Legal Assistance Centre in the performance of the activities under this agreement.

E) Records, Information and Reports

Legal Assistance Centre shall maintain clear accurate and complete records in respect of the funds received under this agreement.

Legal Assistance Centre shall compile and make available at all times to UNDP any records or information, oral or written which UNDP may reasonably request in respect of the funds received by Legal Assistance Centre in terms of this agreement.

Within sixty days after completion of project activities, the Legal Assistance Centre shall provide UNDP with a final report with respect to all expenditures made from such funds including salaries, travel and supplies and indicating the progress made toward the goals of the activities undertaken utilizing the reporting format contained in Annex 1.

The Legal Assistance Centre agrees to submit required Performance Reports to UNDP within 21 days of the close of each quarter reporting on project progress.

F) Termination and Amendments

This agreement shall commence from the date of signature thereof until the completion of the project as outlined in the Project Acceleration Fund provision. Termination of this agreement by either party may be done upon two months notice in writing to the other party. In the event of termination, the parties shall take the necessary steps to ensure that the activities carried out under this agreement are brought to an orderly conclusion.

Any amendments, modification and termination of this agreement shall be in writing and with consent of both parties. Any matter that has not been foreseen or any provision that may prove controversial shall be resolved between the two parties in a mutually acceptable manner

Any dispute, controversy or claim arising out of or in connection with this agreement or any breach thereof, shall, unless it is settled by direct negotiations, be settled by arbitration in accordance with generally accepted arbitration rules and practices.

G) Notices and Addresses

Any notice or request required under this agreement shall be in writing. Such notice or request shall be deemed to have been duly given or made when it shall have been delivered by hand, certified mail, or overnight courier, or fax to the party to which it is required to be given or made at the address specified below or such other address as shall be hereafter notified.

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All further correspondence regarding the implementation of this agreement should be addressed to

For UNDP:

Mr Neil Boyer
Deputy Resident Representative
Klein Windhoek,
Private Bag 13329
Windhoek Namibia.

Legal Assistance Centre

Amon Ngavetene
Cc: Toni Hancox
PO Box 604
Marien Ngouabi Street
Windhoek

(H) Miscellaneous

This agreement and related project acceleration fund proposal comprises the complete understanding of the parties in respect of the subject matter in this agreement and supersedes all prior agreements relating to the same subject matter. Failure by either party to enforce a provision of this agreement shall not constitute a waiver of that or any other provision of this agreement. The invalidity or unenforceability of any provision of this agreement shall not affect the validity or enforceability of any other provision under this agreement.

Nothing in or related to any provision of this agreement shall be deemed a waiver of the provisions of the convention on the Privileges and Immunities of the United Nations.

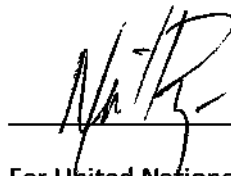
IN WITNESS WHEREOF, the duly authorised representative of the parties affix their signatures below;

SIGNED at WINDHOEK on this ^{17th} day of November 2011

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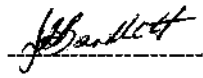
For Legal Assistance Centre

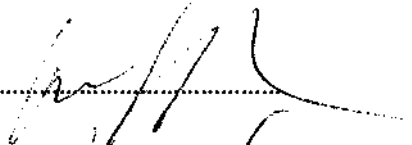


For United Nations Development Programme

Witnesses:

1. 

2. 

1. 
2. 