

**LETTER OF AGREEMENT BETWEEN
THE UNITED NATIONS DEVELOPMENT PROGRAMME AND
BORNO STATE MINISTRY OF RECONSTRUCTION, REHABILITATION AND
RESETTLEMENT
ON THE IMPLEMENTATION OF THE SUPPORT FOR EARLY RECOVERY AND
PEACEBUILDING IN NORTH-EAST NIGERIA THROUGH HUMANITARIAN-DEVELOPMENT-
PEACE NEXUS APPROACH PROJECT**

Honorable Commissioner,

1. Reference is made to the consultations between officials of the United Nations Development Programme (hereinafter referred to as "UNDP") in Nigeria and officials Borno State Ministry of Reconstruction, Rehabilitation and Resettlement (hereinafter referred to as "MRRR") with respect to the realization of activities by MRRR in the implementation of the project No. 00125993 title 'Support for Early Recovery and Peacebuilding in North-East Nigeria through Humanitarian-Development-Peace nexus approach', 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 MRRR towards the project, as specified in Attachment 2: Description of Activities (hereinafter referred to as "Activities"). Close consultations will be held between MRRR, UNDP and humanitarian sector actors on all aspects of the Activities.
3. MRRR 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.
4. In carrying out the activities under this Letter, the personnel and sub-contractors of MRRR 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 MRRR 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 MRRR, and its personnel as a result of their work pertaining to the Activities.
5. Any subcontractors, including NGOs under contract with MRRR, shall work under the supervision of the designated official of MRRR. These subcontractors shall remain accountable to MRRR for the manner in which assigned functions are discharged.
6. Upon signature of this Letter, UNDP will make direct payments to MRRR vendors, according to the schedule of payments specified in Attachment 3: Schedule of Activities, Facilities and Payments.
7. MRRR shall not make any financial commitments or incur any expenses which would exceed the budget for the Activities as set forth in Attachment 3. MRRR shall regularly consult with UNDP concerning the status and use of funds and shall promptly advise UNDP any time when MRRR 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 MRRR with any funds or to make any reimbursement for expenses incurred by MRRR in excess of the total budget as set forth in Attachment 3.
8. MRRR shall submit a cumulative financial report each quarter (30 June and 30 September). The report will be submitted to UNDP through the UNDP Resident Representative within 30 days following those dates. The format will follow the standard UNDP expenditure report [a model copy

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of which is provided as Attachment 4. UNDP will include the financial report by MRRR in the financial report for project No. 00125993.

9. MRRR 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. MRRR 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 MRRR 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 MRRR.

12. Any changes to the project document which would affect the work being performed by MRRR 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 MRRR 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 MRRR 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 MRRR 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 Mohamed Yahya, UNDP Resident Representative, UN House, Abuja.

18. MRRR shall keep the UNDP 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 MRRR 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, 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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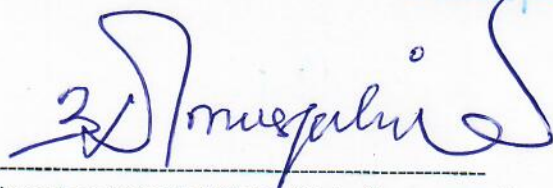
21. If you are in agreement with the provisions set forth above, please sign and return to this office two copies of this Letter. Your acceptance shall thereby constitute the basis for MRRR's participation in the implementation of the project.

Yours sincerely,
Signed on behalf of UNDP



 **Mohamed Yahya**
Resident Representative

Date: 17/5/2021



Signed on behalf of Borno State Government
Engr. Alhaji Mustapha Gubio
Honorable Commissioner, Ministry of Reconstruction, Rehabilitation and Resettlement

Date: 18/05/2021

Attachment 1

PROJECT DOCUMENT

EXERPT OF PROJECT WORKPLAN DOCUMENT

Project Document/Annual Work Plan
HDP project (Project ID: 00125993)

Output	Planned Activities	Planned Budget by Quarter				Planned Budget Amount
		Q2	Q3	Q4	Description	
Output 1. Livelihood of the target communities is recovered	Vocational training for 2-months	25,000	35,000	-	Training	60,000
	Cash grant to qualified trainees after vocational training	-	30,000	-	Grant	30,000
	Sub-total	25,000	65,000	-		90,000
Output 2. Basic services are restored in target communities	Contractual service for civil works	-	100,500	100,500	Equipment, Professional Services,	201,000
	Travels for needs analysis, coordination and design	2,400			Travel	2,400
	Travel by engineers for quality assurance		2,000	2,000	Travel	4,000
	Sub-total	2,400	102,500	102,500		207,400
Output 3. Social cohesion rebuilt and community	Contract with a local NGO	25,000	12,500	13,500	Service Contract	51,000
	Workshop and training venue	-	5,000	5,000	Training	10,000

security re-established	Brief training for capacity building of local NGOs	-	1,000		Training	1,000
	Subtotal	25,000	18,500	18,500		62,000
Project Management Cost	Early Recovery Sector Coordinator	11,220	11,220	11,220	Salary	33,660
	Information Management Assistant	8,442	8,442	8,442	Salary	25,326
	Stationery, telephone, internet, and others	1,974	1,974	1,974	Communication	5,922
	Sub-total	21,636	21,636	21,636		64,908
Project Subtotal		74,036	207,636	142,636		424,308
	Audits and HACT Assessments (1%)	740	2,076	1,426		4,243
	M&E Costs (2%)	1,481	4,153	2,853		8,486
	Communication Costs (1%)	740	2,076	1,426		4,243
	Direct Project Costing (4.03%) ¹	2,984	8,368	5,748		17,100
	Total Without GMS	79,981	224,309	154,089		458,379
	General Management Support (8%)	6,398	17,945	12,327		36,670

¹ The Direct Project Costing covers the following cost: Financial Administration, Security and General Administration

Attachment 2

DESCRIPTION OF ACTIVITIES

Project title: Support for Early Recovery and Peacebuilding in North-East Nigeria through Humanitarian-Development-Peace nexus approach
Project number: 00125993

Results to be achieved by MRRR

1. Vocational training for 2-months is provided to 200 beneficiaries (including no less than 80 women and no less than 60 ex-combatants)
2. Civil works - An estimated 8.95km new security trench surrounding Pulka Town and the old/existing trench is covered up
3. No less than 90 workers including 9 women employed for the civil work

Work to be performed by MRRR

1. To identify 200 beneficiaries (including no less than 80 women and no less than 60 ex-combatants) for vocational training
2. To provide vocational training through contract(s) with training institute(s)
3. To develop technical documents for the civil works
4. To implement the civil work through a contract with a constructor with employment of 90 workers including 9 women
5. To monitor and certify the infrastructure completed.

Description of inputs:

1. Tuition
2. Accommodation including meals
3. Feeding
4. Operation
5. Material Cost
6. Labor salary

Annexes:

- Format of list of workers employed
- Format of List of UNDP SKILL ACQUISITION TRAINING BENEFICIARIES

Attachment 3

Scheduled of Activities, Facilities and Payments for Activities implemented by MRRR (Year 2021)

EXPECTED CP OUTPUTS	PLANNED ACTIVITIES	Timeframe				Planned Budget		Schedule of payments by UNDP and Necessary Documents			
		May	June	July	Aug	Budget Description	Amount (NGN)	May	June	Jul	Aug
Output 1. Livelihood and economic opportunities of the target communities are improved.	To identify 200 beneficiaries (including no less than 80 women and no less than 60 ex-combatants) for vocational training	X				DSA, fuel cost	200,000	100% (List of the beneficiaries, receipt of DSA)			
	To provide vocational training through contract(s) with training institute(s). The contract should cover provision of accommodation, and meals to the participants.		X	X	X	Service Contract(s)	34,000,000	50% (Contract with training institute, training plan, attendance sheet of the first day)	30% (Attendance sheet, List of beneficiaries to receive grants)	20% (Final Report)	
Output 2: Basic services are restored in target communities	To develop technical documents for the civil work of security trench surrounding Pulka Town, make a contract after a public bidding, and monitor the work	X	X	X	X	DSA, fuel cost, communication	912,000	50% (BoQ and other technical documents, receipt of DSA) ²			50% (Certification report, receipt of DSA)
	To implement the civil work of security trench surrounding Pulka Town through a contract with a constructor with employment of 90 workers including 9 women ³	X	X	X	X	Civil works; Engineering services; Quality assurance; Communication & visibility services; Workshops and Meetings; Travel	30,400,000	20% (Bidding documents, Contract with the constructor)	50% (Progress report, list of 30 workers)	30% (Final report, certification, and the list of 90 workers)	
Total							65,512,000				

² All technical documents including a map needs to be shared to UNDP for approval before start of the bidding.

³ Infrastructure should include marking for Borno State Government, UNDP and the Government of Republic of Korea.

Note:

- Expenditures for personnel services may be limited to salary, allowances and other entitlements, including the reimbursement of income taxes due and travel costs on appointment to the project, duty travel within the programme country or region and repatriation costs.
- UNDP shall be responsible for providing miscellaneous services such as secretarial assistance, postage and cable services and transportation as may be required by *MRRR* in carrying out their assignment.
- Adjustments within each of the sections may be made in consultation between UNDP and *MRRR*. Such adjustments may be made if they are in keeping with the provisions of the Programme Support/Project Document and if they are found to be in the best interest of the project.
- The payment will be done only for the cost that is actually incurred.

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
		Total				

