

**STANDARD LETTER OF AGREEMENT BETWEEN UNDP AND THE GOVERNMENT OF NIUE
FOR THE PROVISION OF SUPPORT SERVICES**

HOW TO USE THIS LETTER OF AGREEMENT

- This agreement is used to provide appropriate legal coverage when the UNDP country office provides support services under national execution (or national implementation modality).
- This agreement must be signed by a governmental body or official authorised to confer full legal coverage on UNDP. (This is usually the Minister of Foreign Affairs, the Prime Minister /or Head of State.) The UNDP country office must verify that the government signatory has been properly authorised to confer immunities and privileges.
- A copy of the signed standard letter will be attached to each PSD and project document requiring such support services. When doing this, the UNDP country office completes the attachment to the standard letter on the nature and scope of the services and the responsibilities of the parties involved for that specific PSD/project document.
- The UNDP country office prepares the letter of agreement and consults with the regional bureau in case either of the parties wishes to modify the standard text. After signature by the authority authorised to confer immunities and privileges to UNDP, the government keeps one original and the UNDP country office the other original. A copy of the agreement should be provided to UNDP headquarters (BOM/OLPS) and the regional bureau.

Dear Mr. Richard Hipa,

1. Reference is made to consultations between officials of the Government of Niue (hereinafter referred to as "the Government") and officials of UNDP with respect to the provision of support services by the UNDP Multi-Country Office for nationally managed programmes and projects. UNDP and the Government hereby agree that the UNDP Multi-Country Office may provide such support services at the request of the Government through its institution designated in the relevant programme support document or project document, as described below.

2. The UNDP Multi-Country Office may provide support services for assistance with reporting requirements and direct payment. In providing such support services, the UNDP Multi-Country Office shall ensure that the capacity of the Government-designated institution is strengthened to enable it to carry out such activities directly. The costs incurred by the UNDP Multi-Country Office in providing such support services shall be recovered from the administrative budget of the office.

3. The UNDP Multi-Country Office may provide, at the request of the designated institution, the following support services for the activities of the programme/project:

- (a) Identification and/or recruitment of project and programme personnel;
- (b) Identification and facilitation of training activities;
- (c) Procurement of goods and services;

4. The procurement of goods and services and the recruitment of project and programme personnel by the UNDP Multi-Country Office shall be in accordance with the UNDP regulations, rules, policies and procedures. ~~Support services described in paragraph 3 above shall be detailed in an annex to the programme support document or project document, in the form provided in the Attachment hereto. If the requirements for support services by the Multi-Country Office change during the life of a programme or project, the annex to the programme support document or project document is revised with the mutual agreement of the UNDP resident representative and the designated institution.~~

5. The Government and UNDP have entered into commitments to govern UNDP's assistance to Niue provided under the Special Fund Agreement (SFA) with New Zealand signed by the Government of New Zealand on its behalf on 29 June 1963, including the provisions on liability and privileges and immunities, shall apply to the provision of such support services. The Government shall retain overall responsibility for the nationally managed programme or project through its designated institution. The responsibility of the UNDP Multi-Country Office for the provision of the support services described herein shall be limited to the provision of such support services detailed in the annex to the programme support document or project document.

6. Any claim or dispute arising under or in connection with the provision of support services by the UNDP Multi-Country Office in accordance with this letter shall be handled pursuant to the relevant provisions of the SFA.

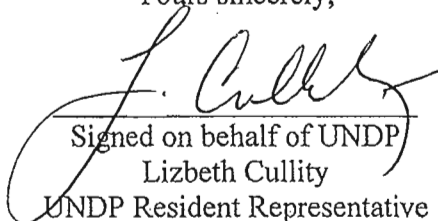
7. The manner and method of cost-recovery by the UNDP Multi-Country Office in providing the support services described in paragraph 3 above shall be specified in the annex to the programme support document or project document.

8. The UNDP Multi-Country Office shall submit progress reports to the Government of Niue on the support services provided and shall report on the costs reimbursed in providing such services, as may be required.

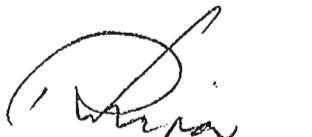
9. Any modification of the present arrangements shall be effected by mutual written agreement of the parties hereto.

10. If you are in agreement with the provisions set forth above, please sign and return to this office two signed copies of this letter. Upon your signature, this letter shall constitute an agreement between your Government and UNDP on the terms and conditions for the provision of support services by the UNDP Multi-Country Office for nationally managed programmes and projects.

Yours sincerely,


Signed on behalf of UNDP
Lizbeth Cullity
UNDP Resident Representative

HK


Richard Hipa
Secretary to Government

Date: 21/03/2016

Attachment

**DESCRIPTION OF UNDP MULTI-COUNTRY OFFICE SUPPORT SERVICES FOR THE PROJECT
"APPLICATION OF RIDGE TO REEF CONCEPT FOR BIODIVERSITY CONSERVATION, AND FOR
THE ENHANCEMENT OF ECOSYSTEM SERVICE AND CULTURAL HERITAGE IN NIUE"**

1. Reference is made to consultations between the Ministry of Natural Resources of Niue and officials of UNDP with respect to the provision of support services by the UNDP Multi-Country Office for the nationally managed project "Application of Ridge to Reef Concept for biodiversity conservation, and for the enhancement of ecosystem service and cultural heritage in Niue", referred to as "the Project".

2. In accordance with the provisions of the letter of agreement signed on 16th March 2016 and the programme document, the UNDP Multi-Country Office shall provide support services for the Project as described below.

3. Support services to be provided:

Support services	Estimated schedule for provision of services	Cost to UNDP of providing such support services (USD, per unit)	Estimated Amount (USD)
1. Procurement of goods and services			
a. Recruitment of consultants (advertising, short-listing, interview)	20 during the lifetime of the project	As per UPL: US\$336.76	\$6,735.20
b. Procurement of low-value equipment (<US\$100,000): identification, selection, issue purchase order and follow-up	24 during the lifetime of the project	As per UPL: US\$168.57	\$4,045.68
c. Procurement involving a Contracts, Assets and Procurement committee (>US\$100,000): identification, selection, contracting/issue purchase order and follow-up	2 during lifetime of the project (for example procurement high-tech spatial survey and information system)	As per UPL: US\$715.76	\$1,431.52
2. Payment Process			
a. Direct payments (disbursement only)	40 payments during the lifetime of the project	As per UPL: US\$29.92	\$1,196.80
b. New vendors created for payment	10 vendors during the lifetime of the project	US\$30.95	\$309.50
3. Training/Knowledge Management and other ad hoc support services	During project lifetime when required by the Implementing Partner	As calculated according to staff timesheets and	Amount annually estimated in

		actual costs for those services, following UNDP policies and procedures	advance in the AWP, and charged to project budget based on real services provided and their true costs (Estimated cost US\$10,000)
--	--	---	--

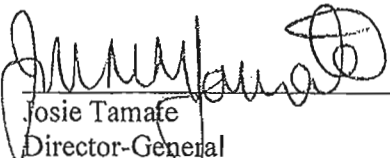
4. Description of functions and responsibilities of the parties involved:

This Project is implemented through UNDP's National Implementation Modality (NIM), with the Ministry of Natural Resources (MNR) as the designated national executing agency ("*Implementing Partner*") of the project. MNR shall have the technical and administrative responsibility for applying Global Environment Facility (GEF) inputs in order to reach the expected Outcomes/Outputs as defined in the project document. MNR is responsible for the timely delivery of project inputs and outputs, and in this context, for the coordination of all other responsible parties, including other line ministries, local government authorities and/or UN agencies.

UNDP serves as an Implementing Agency for this project. Services requested by the Implementing Partner in support of achieving project Outcomes will be provided by staff in the UNDP Multi-Country Office in Samoa. Recovery of costs for such services will be calculated based on actual costs, in accordance with UNDP's Cost Recovery Policy. When determining actual costs is not possible, or when it is specifically indicated, the Universal Price List ¹/ Local Price List will be applied. The Annual Work Plans will specify in more detail the requested services and their associated cost on a yearly basis. In addition, the Implementing Partner may also request those services on ad hoc basis.

Additional support services to the Project will be provided only upon request to UNDP from the Implementing partner based on this LoA.

Agreed by:
Implementing partner

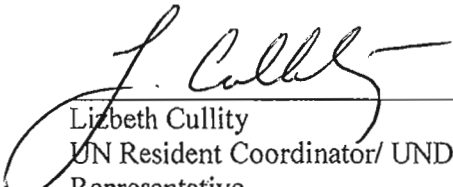


Josie Tamate
Director-General
Ministry of Natural Resources

21/03/2016

(date/month/year)

Agreed by:
United Nations Development Programme



Lizbeth Cullity
UN Resident Coordinator/ UNDP Resident Representative
For Multi-country Office for Cook Islands, Niue, Samoa and Tokelau

22/03/2016

(date/month/year)

¹ The cost of services in the Universal Price List are revised on the annual basis