

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

Dear *Undersecretary Leonardo*,

1. Reference is made to consultations between officials of the *Government of the Philippines* (hereinafter referred to as "the Government") and officials of UNDP with respect to the provision of support services by the UNDP country office for nationally managed programmes and projects. UNDP and the Government hereby agree that the UNDP 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 country office may provide support services for assistance with reporting requirements and direct payment. In providing such support services, the UNDP 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 country office in providing such support services shall be recovered from the administrative budget of the office.

3. The UNDP 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;
- (d) Payment processing

4. The procurement of goods and services and the recruitment of project and programme personnel by the UNDP 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 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 relevant provisions of the 21 July 1977 Standard Basic Assistance Agreement between the Government of the Philippines and the United Nations Development Programme (the "SBAA"), 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 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 country office in accordance with this letter shall be handled pursuant to the relevant provisions of the SBAA.

7. The manner and method of cost-recovery by the UNDP 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 country office shall submit progress reports 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 country office for nationally managed programmes and projects.

Yours sincerely,



Signed on behalf of UNDP  
*Selva Ramachandran*  
*Resident Representative*



For the Government  
Mr. Edilberto D. Leonardo ✓  
Undersecretary for Special Concerns,  
Department of Environment and Natural Resources  
OIC Director, Biodiversity Management Bureau

## Attachment

### **DESCRIPTION OF UNDP COUNTRY OFFICE SUPPORT SERVICES**

1. Reference is made to consultations between Department of Environment and Natural Resources – Biodiversity Management Bureau, the institution designated by the Government of the Philippines and officials of UNDP with respect to the provision of support services by the UNDP country office for the nationally managed project (Project 0010536, *Protecting priority coastal and marine ecosystems to conserve globally significant Endangered, Threatened and Protected Marine Wildlife in Southern Mindanao, Philippines*), “the Project”.

2. In accordance with the provisions of the letter of agreement signed on 23 September 2021 and the *Project Document*, the UNDP country office shall provide support services for the Project as described below.

3. Support services to be provided

<b>Support services</b>	<b>Schedule for the provision of the support services</b>	<b>Cost to UNDP of providing such support services</b>	<b>Amount and method of reimbursement of UNDP (where appropriate)</b>
<b>1. FINANCE SERVICES</b>	Ongoing throughout project implementation when applicable		Estimated reimbursement of <b>USD 38,415.80</b> for services costed based on annual Universal Price List (UPL) per transaction. UNDP will charge direct project costs directly to the project budget.
-Payment to consultants		18,253.26	
-Payment to vendors		18,165.08	
-Vendor Profile Creation		986.40	
-Vendor Profile Update	1,011.06		
<b>2. ASSET MANAGEMENT/ DISPOSAL</b>	One-time before the project operationally closes	333.55	Estimated reimbursement of <b>USD 333.55</b> for services costed based on annual Universal Price List (UPL) per transaction. UNDP will charge direct project costs directly to the project budget.
<b>TOTAL Estimated Direct Project Cost for the Project:</b>			<b>USD 38,749.35</b>
*Based on UNDP 2021 Universal Price List (UPL) for PHL			

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

4.a Since UNDP will only provide direct payments on behalf of implementing partners, UNDP CO's accountability is limited to:

- Assurance that the request has come from an authorized official;
- Verification that the requested payment is in accordance with the Project Annual Work Plan;
- Verification that payment is made to the designated party on a timely manner.
- Verification and confirmation that the vendor is not included on the Ineligibility List administered by United Nations Global Marketplace by virtue of sanctions imposed by the United Nations, and the sanctions have not been revised or revoked.

4.b. The costs incurred by UNDP Country Office in providing support services for direct payments shall be recovered from the project fund under Project Management Cost (PMC) as referred in para 3 above.

4.c. The Implementing Partner, i.e., DENR-BMB, will ensure that:

- Direct payment requests are included in the Annual Work Plan approved by the Project Board;
- Procurement of goods and services, including recruitment of Project staff and Consultants, follows government regulations, rules, policies and procedures, and are provided with adequate supporting documents; and
- Outputs for which direct payments are being requested are in line with the Project Document and Annual Work Plan, are delivered on a timely manner and meet the quality required by GEF.