

IRMU Clearance Slip

Project Title: Letter of Agreement between UNDP and *Ministry of Community and Cultural Affairs*

Amount: US239,400

Country: Palau

UNDP Corporate Standard	IRMU Clearance Status
Use of UNDP standard agreement template	Cleared
No deviation on any clauses	Cleared
Supporting documents attached: 1. Project document (page 10 states Ministry of Community and Cultural Affairs engagement) 2. Scheduled of Activities, Facilities and Payments 3. Inception report 4.	Cleared
HACT required	Cleared (no HACT required as amount to be transferred is below US300,000)

Quality Assurance:  _____

Merewalesi Laveti

M&E Analyst

Revised: 10 Mar 2014

**STANDARD LETTER OF AGREEMENT BETWEEN
THE UNITED NATIONS DEVELOPMENT PROGRAMME AND
MINISTRY OF COMMUNITY AND CULTURAL AFFAIRS
ON THE IMPLEMENTATION OF "ENHACING DISASTER AND CLIMATE RESILIENCE IN THE
REPUBLIC OF PALAU THROUGH IMPROVED DISASTER PREPAREDNESS AND
INFRASTRUCTURE"
PROJECT NUMBER 00118499
WHEN UNDP SERVES AS IMPLEMENTING PARTNER**

Your Excellency,

1. Reference is made to the consultations between officials of the United Nations Development Programme (hereinafter referred to as "UNDP") in *Palau* and officials of *Ministry of Community and Cultural Affairs* with respect to the realization of activities by *the Ministry of Community and Cultural Affairs* in the implementation of the *project 00118499 Enhancing Disaster and Climate Resilience in Palau through improved Disaster Preparedness and Infrastructure*, 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 *the Ministry of Community and Cultural Affairs* towards the project, as specified in Attachment 2: Description of Activities (hereinafter referred to as "Activities"). Close consultations will be held between *the Ministry of Community and Cultural Affairs* and UNDP on all aspects of the Activities.
3. *The Ministry of Community and Cultural Affairs* 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 *the Ministry of Community and Cultural Affairs* 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 Community and Cultural Affairs* 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 Community and Cultural Affairs* and its personnel as a result of their work pertaining to the Activities.
5. Any subcontractors, including NGOs under contract with *the Ministry of Community and Cultural Affairs*, shall work under the supervision of the designated official of *the Ministry of Community and Cultural Affairs*. These subcontractors shall remain accountable to *the Ministry of Community and Cultural Affairs* for the manner in which assigned functions are discharged.
6. Upon signature of this Letter, UNDP will make payments to *the Ministry of Community and Cultural Affairs* according to the schedule of payments specified in Attachment 3: Schedule of Activities, Facilities and Payments.
7. *The Ministry of Community and Cultural Affairs* shall not make any financial commitments or incur any expenses which would exceed the budget for the Activities as set forth in Attachment 3. *The Ministry of Community and Cultural Affairs* shall regularly consult with UNDP concerning the status and use of funds and shall promptly advise UNDP any time when *the Ministry of Community and Cultural Affairs* is aware that the budget to carry out these Activities is insufficient to fully

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implement the project in the manner set out in the Attachment 2. UNDP shall have no obligation to provide *the Ministry of Community and Cultural Affairs* with any funds or to make any reimbursement for expenses incurred by *the Ministry of Community and Cultural Affairs* in excess of the total budget as set forth in Attachment 3.

8. *The Ministry of Community and Cultural Affairs* shall submit a cumulative financial report each quarter (30 November, 31 January, 31 March). The report will be submitted to UNDP through the UNDP Resident Representative within 5 days following those dates. 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 Community and Cultural Affairs* in the financial report for Project 00118499 *Enhancing Disaster and Climate Resilience in Palau through improved Disaster Preparedness and Infrastructure*.

9. *The Ministry of Community and Cultural Affairs* 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 Community and Cultural Affairs* shall furnish a final report within 3 months after the completion or termination of the Activities, including a list of non-expendable equipment purchased by *the Ministry of Community and Cultural Affairs* 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 Community and Cultural Affairs*.

12. Any changes to the Project Document which would affect the work being performed by *the Ministry of Community and Cultural Affairs* 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 Community and Cultural Affairs* 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 Community and Cultural Affairs* 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 *the Ministry of Community and Cultural Affairs* 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

Ms. Yoko Ebisawa
Manager
Enhancing Disaster and Climate Resilience in the Republic of Palau through
Improved Disaster Preparedness and Infrastructure
UNDP Pacific Centre
Private Mail Bag

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Suva, Fiji

18. *The Ministry of Community and Cultural Affairs* shall keep the UNDP Country 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 Community and Cultural Affairs* 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.

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 your *Ministry of Community and Cultural Affairs* participation in the implementation of the project.

Yours sincerely,
Signed on behalf of UNDP



Nasantuya Chuluun
Officer in Charge
UNDP Pacific Office in Fiji
October 2019

Signed on behalf of *the Ministry of Community and Cultural Affairs*

Baklai Temengil-Chilton
October 2019

Revised: 10 Mar 2014

Attachment 2

DESCRIPTION OF ACTIVITIES

Project number: **“ENHANCING DISASTER AND CLIMATE RESILIENCE IN THE REPUBLIC OF PALAU THROUGH IMPROVED DISASTER PREPAREDNESS AND INFRASTRUCTURE”**
PROJECT NUMBER 00118499

Results to be achieved by the Ministry of Community and Cultural Affairs

Conservation and Protection of cultural heritage sites in coastal communities 16 states rated high risk from Palau Historical Preservation Office's Disaster Risk and Climate Change Impact Vulnerability Assessment – in line with Palau Climate Change Policy (PCCP) for Climate & Disaster Resilient Low Emissions Development.

The results of this project will include:

1. Produce a “*Disaster Risk Reduction and Climate Change Impact Survey of Cultural Sites of Republic of Palau: Reconnaissance Survey Phase I*” report which inform future management actions for historic properties. 10 properties will be recorded and assessed and information derived can be used by other government agencies in their existing policies i.e. Protected Areas Network, and policies under development i.e. Palau National Climate Change Policy
2. Train local state government staff in mapping techniques and photographic recording and the usage of appropriate equipment to conduct survey of archaeological properties
3. Support management decisions for historic properties with an understanding and application for how site recording
4. Update the existing National Register file for sites or properties that demonstrate the history of use and significance of sites

Work to be performed by the Ministry of Community and Cultural Affairs

-Conduct a reconnaissance survey to assess significant sites, relics, and areas that have a direct or indirect effect due to climate change
-Provide sufficient training in field archaeological methodologies to field technicians at the local state and community members involved in the project to self-manage their sites.
-Offer disaster risk reduction and rehabilitation to vulnerable significant sites at two locations Ngarchelong to the North and Hatohobei to the Southwest. This effort will be community based, strengthening and building community resilience through the rehabilitation of important cultural sites.
This project will utilize local labor that will entail clearing, cleaning, restoring, and interpreting a significant sites that were severely destroyed in December 2012 during Super Typhoon Bopha and in November 2013 during Super Typhoon Hayian. These sites hold significant cultural values in terms of intangible heritage these places to the communities.

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Description of inputs:

Provide a detailed description of the project inputs by activity

Please see attachment with a comprehensive proposal

4 experts (Archeology) and two consultants (local expertise in cultural resource management)

1 Vehicle for assessment of the sites

1 Ship rental to Hatobae and one boat rental to Kayangel and Koror Rock Islands

Equipment and Supplies

Printing of the report

Public Educacion and Outreach

Annexes:

Please see attachements with ToRs for experts to complete the study

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Attachment 3

Scheduled of Activities, Facilities and Payments

Year 2019-2020

EXPECTED CP OUTPUTS	PLANNED ACTIVITIES <i>List all activities to be undertaken during the year towards stated outputs</i>	Timeframe				Planned Budget		Schedule of payments by UNDP			
		Q1	Q2	Q3	Q4	Budget Description	Amount	Q1	Q2	Q3	Q4
-Conduct a reconnaissance survey to assess significant sites, relics direct or indirect effect due to climate change	- Conduct the mission to the 10 sites					Travel (Four round trip tickets, DSA, boat rental to Kavanguel and Koror Rock Islands) 71600	\$ 54,500.00	\$ 54,500.00			
						Consultants 71200	\$ 118,400.00	\$ 60,000.00	\$58,400.00		
	-Procure equipment (GIS software, Pathfinder, Terrazync, Drone GPS, Camera, Trimble, 3D					Information Technology Equipmt 72800	\$ 24,000.00	\$12,000.00	\$12,000.00		

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- Adjustments within each of the sections may be made in consultation between UNDP and the *Ministry of Community and Cultural Affairs*. 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.

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Revised: 10 Mar 2014

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				

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Merewalesi Laveti

From: Yoko Ebisawa
Sent: Friday, 11 October 2019 1:45 PM
To: Merewalesi Laveti; Winifereti Nainoca; Kevin Petrini; Luisa Katonibau
Cc: Aleyda Valdes; Murod Ruziev; Subarna Kc; Nasantuya Chuluun; Floyd Robinson; Luis Gamarra
Subject: RE: LoA revised and urgent consultation in boat rental
Attachments: Prodoc Palau.pdf

Dear Mere,

As discussed, please be noted the following:

1. Responsible party, Palau Historical Preservation Office (under the Bureau of Culture and Historical Preservation, Ministry of Community and Cultural Affairs) is mentioned in the project document. Please refer to page 10 of the attached project document (Output 3, Activity 3.2).
2. The total amount under this LOA is under \$300,000. Therefore, there is no need for HACT micro assessment.
3. The one pager (word document titled "Additional information one pager final") will be attached as annex of the inception report.

Kind regards,
Yoko

From: Yoko Ebisawa
Sent: Wednesday, 9 October 2019 2:40 PM
To: Merewalesi Laveti <merewalesi.laveti@undp.org>; Winifereti Nainoca <winifereti.nainoca@undp.org>; Kevin Petrini <kevin.petrini@undp.org>; Luisa Katonibau <luisa.katonibau@undp.org>
Cc: Aleyda Valdes <aleyda.valdes@undp.org>; Murod Ruziev <murod.ruziev@undp.org>; Subarna Kc <subarna.kc@undp.org>; Nasantuya Chuluun <nasantuya.chuluun@undp.org>; Floyd Robinson <floyd.robinson@undp.org>; Luis Gamarra <luis.gamarra@undp.org>
Subject: FW: LoA revised and urgent consultation in boat rental
Importance: High

Dear Colleagues,

Please find the attached draft LOA for your review and approval. Please be noted that the Ministry agreed on this draft after several discussions.

It would be appreciated if you could review and let me know if you have any comment at your earliest convenience. I am very sorry for this short notice, but we hope that we are able to sign if possible by Friday as the signer from the Ministry will be away next week, and we would like to start sending the advance for the assessment to be planned in early November.

Kind regards,
Yoko

From: Aleyda Valdes <aleyda.valdes@undp.org>
Sent: Wednesday, 9 October 2019 2:23 PM
To: Sunny O. Ngirmang <olngebabe@gmail.com>

