

**STANDARD LETTER OF AGREEMENT BETWEEN
THE UNITED NATIONS DEVELOPMENT PROGRAMME AND
INTERGOVERNMENTAL AUTHORITY ON DEVELOPMENT (IGAD)
ON THE IMPLEMENTATION OF THE EU-UNDP PROJECT, "SUPPORT FOR EFFECTIVE
COOPERATION AND COORDINATION OF CROSS-BORDER INITIATIVES IN SOUTHWEST
ETHIOPIA-NORTHWEST KENYA, MARSABIT-BORANA & DAWA, AND KENYA-SOMALIA-
ETHIOPIA" (SECCCI)**

HOW TO USE THIS LETTER

- This Letter is used when a Government ministry/institution or an International Governmental Organization (IGO) cooperates with UNDP to carry out activities as a Responsible Party when UNDP serves as an implementing partner.
- This Letter can be used as a guideline and tailored to different situations where UNDP enters into an agreement with the different Government ministries/institutions/IGOs. Therefore, not every clause would necessarily be applicable. However, any deviation from this standard Letter should be cleared by HQ.

TERMINOLOGY

1. This Agreement utilizes the harmonized terminology in line with the revised financial regulations and rules (FRR) which have introduced new/redefined terms as follows:
 - a. 'Execution' is the overall ownership and responsibility for UNDP programme results at the country level which is exercised by the government, through the Government Coordinating Agency by approving and signing the Country Programme Action Plan (CPAP) with UNDP. Therefore, all activities falling within the CPAP are nationally executed.
 - b. 'Implementation' is the management and delivery of programme activities to achieve specified results, specifically the mobilization of UNDP programme inputs and their use in producing outputs that will contribute to development outcomes, as set forth in the Annual Work Plans (AWPs).

These two terms are elaborated under the Legal Framework section of the Programme and Project Management Section of the POPP.

2. It is important to note that at the level of project management, the terms "execution" under the non-harmonized operational modalities, including global and regional projects and "implementation" under the harmonized operational modalities have the same meaning, i.e. management and delivery of project activities to produce specified outputs and efficient use of resources. Therefore, this Agreement uses the term "implementation" in line with the "harmonized operational modalities" to cover also at the project level the term "execution" under the non-harmonized operational modalities. More specifically, all references to "Executing Agency" have been replaced with "Implementing Partner".
3. When using this Letter of Agreement in non-harmonized or non-CPAP countries, change the following terms as follows:
 - a. Execution instead of Implementation
 - b. Executing Entity instead of Implementing Partner

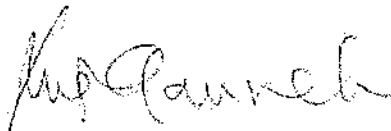
Your Excellency,

1. Reference is made to the consultations between officials of the United Nations Development Programme (hereinafter referred to as "UNDP") and officials of the Intergovernmental Authority on Development (hereinafter referred to as "IGAD") with respect to the realization of activities by IGAD in the implementation of the project Nr. 00110098 "*Support for Effective Cooperation and Coordination of Cross-border Initiatives in Southwest Ethiopia-Northwest Kenya, Marsabit-Borana & Dawa, and Kenya-Somalia-Ethiopia*", 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 IGAD towards the project, as specified in Attachment 2: Description of Activities (hereinafter referred to as "Activities"). Close consultations will be held between IGAD and UNDP on all aspects of the Activities.
3. IGAD 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 IGAD 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 IGAD 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 IGAD, and its personnel as a result of their work pertaining to the Activities.
5. Any subcontractors, including NGOs under contract with IGAD, shall work under the supervision of the designated official of IGAD. These subcontractors shall remain accountable to IGAD for the manner in which assigned functions are discharged.
6. Upon signature of this Letter, UNDP will make payments to IGAD, according to the schedule of payments specified in Attachment 3: Schedule of Activities, Facilities and Payments.
7. IGAD shall not make any financial commitments or incur any expenses which would exceed the budget for the Activities as set forth in Attachment 3. IGAD shall regularly consult with UNDP concerning the status and use of funds and shall promptly advise UNDP any time when IGAD 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 IGAD with any funds or to make any reimbursement for expenses incurred by IGAD in excess of the total budget as set forth in Attachment 3.
8. IGAD shall submit a cumulative financial report each quarter (31 March, 30 June, 30 September and 31 December). The report will be submitted to UNDP through the UNDP Regional Service Centre Director within 30 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 IGAD in the financial report for project Nr. 00110098 "*Support for Effective Cooperation and Coordination of Cross-border Initiatives in Southwest Ethiopia-Northwest Kenya, Marsabit-Borana & Dawa, and Kenya-Somalia-Ethiopia*".
9. IGAD 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.

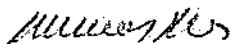
10. IGAD shall furnish a final report within 12 months after the completion or termination of the Activities, including a list of non-expendable equipment purchased by IGAD and all relevant audited or certified financial statements and records related to such Activities, as appropriate, pursuant to its 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 IGAD.
12. Any changes to the Project Document which would affect the work being performed by IGAD 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 IGAD 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 IGAD 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 IGAD unless it receives written indication to the contrary from UNDP.
15. Any balance of funds that is undispersed 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 Lamin M. Manneh, Director, UNDP Regional Service Centre for Africa.
18. IGAD shall keep the UNDP 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 IGAD 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 participation in the implementation of the project.

Yours sincerely,
Signed on behalf of UNDP



Lamin M. Manneh, Director
UNDP Regional Service Centre for Africa
June 25, 2018



Amb (Eng) Mahboub Maalim
IGAD Executive Secretary
[Date]

Attachment 1

PROJECT DOCUMENT

Attachment 2

DESCRIPTION OF ACTIVITIES

Project number: 00110098

Project title: "Support for Effective Cooperation and Coordination of Cross-border Initiatives in Southwest Ethiopia-Northwest Kenya, Marsabit-Borana & Dawa, and Kenya-Somalia-Ethiopia"

Results to be achieved by IGAD

Implementation of activities by IGAD is expected to contribute to the overall objective of the project - address the drivers of conflict and instability, irregular migration and displacement in the cross-border areas of the Horn of Africa through improved cross-border coordination and cooperation. More specifically, IGAD will contribute to achievement of the following Outputs:

- Output 1: Policy development & mechanisms for cross-border cooperation enhanced:
 - o Output 1.1 Project structure & Inter-Governmental agreement in place;
 - o Output 1.2 Policies and protocols on cross-border cooperation in place;
- Output 2: Coordination mechanisms in support of improved cross-border cooperation in place at all levels:
 - o Output 2.1 Cluster coordination meetings established;
 - o Output 2.2 Sectoral coordination established across Clusters;
 - o Output 2.3 Inter-Governmental Steering & Technical Committees serviced;
- Output 3: Stakeholder capacities developed in support of cross-border cooperation:
 - o Output 3.1 Substantive capacities of local Governments and civil society organizations strengthened;
- Output 5: Knowledge Management system captures and disseminates results and good practice, facilitates cross-border coordination and cooperation:
 - o Output 5.1 EU-funded projects monitored;
 - o Output 5.2 Electronic knowledge management platform established.

Work to be performed by IGAD

To achieve the intended Outputs, the following activities are to be carried out by IGAD (for additional information see Attachment 3 – Schedule of Payments and Attachment 1 – Project Document):

Output 1:

- Work with the Governments of Ethiopia and Kenya to amend the existing MOU;
- Facilitate cooperation between the 3 countries in the implementation of the project;
- Contribute to promoting inter-ministerial collaboration;

Output 2:

- Support local authorities benefiting from the project to organize regular coordination meetings of implementing partners in relevant local Government border areas;
- Produce annual thematic reports in support of a programme of local, national, and regional learning activities;
- Ensure that the IGAD Project Coordinator collaborates with the UNDP Project Manager to ensure coordination and strategic directions, oversight of project implementation;

Output 3:

- Provide capacity strengthening support to relevant subnational institutions to enhance provision of services by relevant national and regional institutions to efficiently support and promote cross-border policies;
- Conduct studies on relevant thematic areas such as land use, rangelands monitoring and early warning; enhancing the uptake of climate information services; and land degradation monitoring in the cross-border cluster areas;

Output 5:

- Coordinate with organizations selected to implement Objective 1 and 2 of the EU's broader cross-border programme in the three clusters;
- Responsible for developing a common programme - level logical framework to coordinate the M&E actions and to assess and support the coordination mechanisms to be established at each cluster level;
- Provide M&E support to all organizations involved in the implementation of the components of the Cross-Border programme and ensure that they have suitable and (to the extent possible) compatible M&E tools and methodologies;
- Undertake, on regular basis, cluster and overall programme level monitoring and evaluation to assess the implementation progress and the impacts of the EU-funded cross-border projects in each of the three clusters;
- Based on the M&E results and cross-cluster comparison, provide relevant recommendations;
- Establish a web-based knowledge management platform (KMP) for cross-border cooperation in the Horn of Africa.

In implementation of all Activities, IGAD will collaborate and liaise with other project partners, especially UNDP and UN Environment. A specific Inception Phase meeting will be held to agree on the division of labor between IGAD and UN Environment in regard to inter-governmental water diplomacy workshops and cooperation meetings cooperation between the 3 countries for the Dawa/Shebelle basin.

Description of inputs:

The project is conceived primarily as a technical assistance and capacity development intervention, and requires the following types of inputs:

- Consultancy fees for technical assistance and training activities; related travel costs and daily expenses for deployment of experts;
- IT costs relating to technical development and maintenance of the knowledge management platform;
- Travel costs and daily expenses for beneficiaries and stakeholders to ensure their effective participation in activities and management of the intervention;
- Organizational costs for trainings, consultative meetings and dialogue fora.

Annexes:

Job descriptions for consultants, terms of reference for contracts, technical specifications for equipment items, training nomination forms, etc. will be developed throughout the project inception phase, during project implementation as relevant and must be confirmed with UNDP prior to contracting.

Attachment 3

Scheduled Activities, Facilities and Payments
Years 2018-2021

EXPECTED OUTPUTS ¹	PLANNED ACTIVITIES	TIMEFRAME			PLANNED BUDGET		Schedule of payments by UNDP		
		Yr 1	Yr 2	Yr 3	Budget Description	Amount	Yr 1	Yr 2	Yr 3
Output 1.1 Project structure & Inter-Governmental agreement in place	Activity 1.1.1 Management Team established	129,600	129,600	129,600	Project Coordinator, Project Coordinator Travel/DSA, Finance officer, 0.2 FTE, Procurement Officer, 0.1 FTE	388,800	129,600	129,600	129,600
	Activity 1.1.3 Extension of MoU	10,000	-	-	IGAD Senior Management advocacy	10,000	10,000	-	-
Output 1.2 Policies and protocols on cross-border cooperation in place	Activity 1.2.1 Promotion of collaboration under the existing MoU, review of policies and protocols affecting cross-border communities	30,000	30,000	40,000	Meeting cost, local Participant travel/DSA; regional Participant Travel & DSA	100,000	30,000	30,000	40,000
	Activity 1.2.2 Rapid information sharing	14,000	10,000	17,000	1 annual meeting cost, 15 local Participant travel/DSA; 1 regional Participant Travel & DSA	41,000	14,000	10,000	17,000
	Activity 1.2.3 Awareness raising	10,000	9,000	9,000	1 annual meeting cost, 15 local Participant travel/DSA; 1 regional Participant Travel & DSA	28,000	10,000	9,000	9,000

¹ See Annex 1 – Project Document, RRF for Output Indicators

Output 2.1 Cluster coordination meetings established	Activity 2.1.1 Regular cluster coordination meetings held	238,000	238,000	238,000	x3 Cluster Coordinators, Travel & DSA, 6k pa per Coordinator, Office security costs	714,000	238,000	238,000	238,000
Output 2.2 Sectoral coordination established across Clusters	Activity 2.2.1 Support to existing IGAD platforms and cluster participation	49,300	49,300	49,400	Livestock trade and animal health officer, 0.1 FTE, Conflict early warning officer, 0.1 FTE, Water resources management expert, 0.1 FTE, Dryland ecosystem and rangeland management officer, 0.1 FTE, Travel/DSA for platform members, Travel & DSA, 4k pa per Sector expert	148,000	49,300	49,300	49,400
Output 2.3 Inter- Governmental Steering & Technical Committees serviced	Activity 2.3.1 Inter- Governmental Steering Committees (at least 1/year) & Technical Committees meet regularly	12,000	12,000	12,000	IGAD Participant Travel & DSA	36,000	12,000	12,000	12,000
Output 3.1 Substantive capacities of local Governments and civil society	Activity 3.1.1 IGAD capacity development workshops	50,000	50,000	50,000	Consultants inc. travel/DSA, Travel/DSA Participants	150,000	50,000	50,000	50,000
	Activity 3.1.2 Development of IGAD training courses	15,000	15,000	15,000	Consultants inc. travel/DSA	45,000	15,000	15,000	15,000
	Activity 3.1.3 IGAD studies on relevant thematic	33,000	31,000	30,000	Consultants inc. travel/DSA	94,000	34,000	31,000	30,000

organizations strengthened	Activity 3.1.4 Development of capacities at cluster level on the use of climate information for decision-making strengthened and rangeland resources assessment and monitoring improved	135,000	135,000	10,000	Consultants inc. travel/DSA	280,000	135,000	135,000	10,000
Output 5.1 EU-funded projects monitored	Activity 5.1.1 Cluster-coordination & M&E	30,200	29,000	30,200	Travel/DSA, IGAD M&E expertise	89,400	30,200	29,000	30,200
Output 5.2 Electronic knowledge management platform established	Activity 5.2.1 TORs for KMP structure & functionality drafted	9,000	5,000	4,000	Consultants inc. travel/DSA	18,000	9,000	5,000	4,000
	Activity 5.2.2 KMP technical development	15,000	15,000		IT contract	30,000	15,000	15,000	-
	Activity 5.2.3 KMP content provision/moderation	30,000	30,000	30,000	Consultant/staff/inter-n costs	90,000	30,000	30,000	30,000
	Activity 5.2.4 Web hosting & KMP technical maintenance	15,000	15,000	15,000	IT contract	45,000	15,000	15,000	15,000
TOTAL						2,307,200	825,100	802,900	679,200

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 IGAD in carrying out their assignment.
- Adjustments within each of the sections may be made in consultation between UNDP and IGAD. 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.

