

STANDARD LETTER OF AGREEMENT BETWEEN
THE UNITED NATIONS DEVELOPMENT PROGRAMME IN (BRAZIL)
AND
THE UNDP ~~REGIONAL~~ REGIONAL SERVICE CENTRE FOR LATIN AMERICA AND THE
CARIBBEAN
ON THE IMPLEMENTATION OF STRENGTHENING THE CULTURE OF DISASTER RISK
MANAGEMENT IN BRAZIL
WHEN UNDP SERVES AS IMPLEMENTING PARTNER

Dear *(Freddy Justiniano, Director a.i.)*,

1. Reference is made to the consultations between officials of the United Nations Development Programme in Brazil (hereinafter referred to as "UNDP Brazil") and officials of UNDP Regional Service Centre for Latin America and the Caribbean located in Panamá (hereinafter referred to as the "RSC-LAC Panamá") with respect to the realization of Technical Assistance by RSC-LAC Panamá in the implementation of the project Strengthening the Culture of Disaster Risk Management in Brazil, 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 Technical Assistance to be provided by *RSC-LAC Panamá* towards the project, as specified in Attachment 2: Description of Technical Assistance – Terms of reference (hereinafter referred to as "Technical Assistance"). Close consultations will be held between *RSC-LAC Panamá* and UNDP Brazil on all aspects of the Technical Assistance.
3. *RSC-LAC Panamá* shall be fully responsible for carrying out, with due diligence and efficiency, all Technical Assistance in accordance with its Financial Regulations and Rules.
4. *The RSC-LAC Panamá* shall be fully responsible for the provision, with due diligence and efficiency, of all services performed by its personnel and contracted consultants and for ensuring that all relevant *the RSC-LAC Panamá regulations and rules* are complied with and that the principles of competitive bidding are observed.
5. N/A. In carrying out the Technical Assistance under this Letter, *the RSC-LAC Panamá* shall be considered as having the legal status of an independent contractor vis-à-vis UNDP BRAZIL. The personnel and sub-contractors of *the RSC-LAC Panamá* shall not be considered in any respect as being the employees or agents of UNDP Brazil. UNDP Brazil does not accept any liability for claims arising out of acts or omission of *the RSC-LAC Panamá* or its personnel, or of its contractors or their personnel, in performing the Services under the project or any claims for death, bodily injury, disability, damage to property or other hazards that may be suffered by *the RSC-LAC Panamá*, and its personnel as a result of their work pertaining to the project.
6. As implementing partner, *RSC-LAC Panamá* shall retain overall responsibility for this technical assistance and shall designate a project manager.
7. The supervisory arrangements shall be determined in mutual consultation between UNDP Brazil and *the RSC-LAC Panamá* and described in the relevant terms of reference of the



personnel. These personnel shall remain accountable to *the RSC-LAC Panamá* for the manner in which assigned functions are discharged under *the UNDP regulations and rules*.

8. In the event of disagreement between the project manager and the project personnel of *the RSC-LAC Panamá*, the project manager shall refer the matter under dispute to *the RSC-LAC Panamá* Director for the purpose of finding a satisfactory solution.

9. Any subcontractors, including NGOs assigned by *the RSC-LAC Panamá* to the project, and under contract with *the RSC-LAC Panamá*, shall work under the supervision of the designated official of *the RSC-LAC Panamá*. These subcontractors shall remain accountable to *the RSC-LAC Panamá* for the manner in which assigned functions are discharged.

10. Upon signature of this Letter and pursuant to the budget and the work plan of the Project Document, UNDP Brazil will make payments to *the RSC-LAC Panamá*, according to the schedule of payments specified in Attachment 3: Schedule of Products and Payments.

11. *The RSC-LAC Panamá* shall not make any financial commitments or incur any expenses which would exceed the budget for implementing the project as set forth in the Attachment 4: Schedule of Products and Payments. *The RSC-LAC Panamá* shall regularly consult with UNDP Brazil concerning the status and use of funds and shall promptly advise UNDP Brazil any time when *the RSC-LAC Panamá* is aware that the budget to carry out these Services is insufficient to fully implement the project in the manner set out in Attachment 4: Detailed budget. UNDP Brazil shall have no obligation to provide *the RSC-LAC Panamá* with any funds or to make any reimbursement for expenses incurred by *the RSC-LAC Panamá* in excess of the total budget as set forth in Attachment 3: Schedule of Products and Payments.

12. *The RSC-LAC Panamá* shall maintain separate accounts, records and supporting documentation relating to the project, including funds received and disbursed by *the RSC-LAC Panamá*.

13. *The RSC-LAC Panamá* shall submit a cumulative financial report relating to the project as may reasonably be required by the project manager, UNDP Brazil or the executing agency (SEDEC) in the exercise of their duties.

14. *The RSC-LAC Panamá* shall submit such progress reports relating to the project as may reasonably be required by the project manager, UNDP Brazil or the executing agency (SEDEC) in the exercise of their duties.

15. The report will be submitted to UNDP Brazil through UNDP Brazil Resident Representative within 30 days following those dates. The format will follow the standard UNDP CDR report. UNDP Brazil will include the financial report by *the RSC-LAC Panamá* in the financial report for project BRA/12/017.

16. *The RSC-LAC Panamá* shall provide UNDP BRAZIL with an annual report of non-expendable equipment purchased by *the RSC-LAC Panamá* for the project. The report shall be submitted within 30 days following 31 December, and shall be included by UNDP BRAZIL in the main inventory for the project.

17. *The RSC-LAC Panamá* shall furnish a final report within 12 months after the completion or termination of the project, including all relevant audited or certified financial statements and records related to such project

18. Title to any equipment and supplies that may be furnished by UNDP BRAZIL or procured through UNDP BRAZIL funds shall rest with UNDP BRAZIL until such time as ownership thereof is transferred. Except for equipment whose title has been transferred, all other equipment shall be returned to UNDP BRAZIL at the conclusion of the project. Such equipment, when returned

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to UNDP BRAZIL, shall be in the same condition as when delivered to *the RSC-LAC Panamá*, subject to normal wear and tear. *The RSC-LAC Panamá* shall be liable to compensate UNDP BRAZIL for equipment determined to be damaged or degraded beyond normal wear and tear.

19. Any changes to the Project Document which would affect the work being performed by *the RSC-LAC Panamá* in accordance with Attachment 2 shall be recommended only after consultation between the parties.

20. For any matters not specifically covered by this Letter, the appropriate provisions of the Project Document and revisions thereof and the appropriate provisions of the Financial Regulations and Rules of UNDP shall apply.

21. The arrangements described in this Letter will remain in effect until the end of the project, or the completion of Technical Assistance of *the RSC-LAC Panamá* 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 RSC-LAC Panamá* unless it receives written indication to the contrary from UNDP Brazil.

22. Any balance of funds that is unspent and uncommitted after the conclusion of the project shall be returned to UNDP BRAZIL.

23. Any amendment to this Letter shall be effected by mutual agreement, in writing.

24. All further correspondence regarding this Letter, other than signed letters of agreement or amendments thereto should be addressed to Jorge Chediok, PNUD Brasil, Casa das Nações Unidas no Brasil Complexo Sergio Vieira de Mello Módulo I - Prédio Zilda Arns Setor de Embaixadas Norte, Quadra 802 Conjunto C, Lote 17CEP: 70800-400 Telefone: +55 (61) 3038-9300.

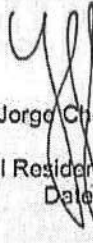
25. *The RSC-LAC Panamá* shall keep the UNDP Brazil Resident Representative fully informed of all actions undertaken by them in carrying out this Letter.

26. N/A. Except as provided in paragraph 8 above, any dispute between the UNDP BRAZIL and *the RSC-LAC Panamá* 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.



27. 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 RSC-LAC Panamá's participation in the implementation of the project.

Yours sincerely,
Signed on behalf of UNDP Brazil

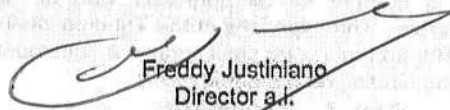


Jorgo Chedlek

UNDP Brazil Resident Representative

Date: 30/08/2013

Signed on behalf of the RSC-LAC Panamá



Freddy Justiniano
Director a.i.

Regional Service Centre for LAC
United Nations and Development Programme

Date:

Anexo 1

DOCUMENTO DO PROJETO

Anexo 2

Descrição Assistência Técnica – Termos de Referência

Project title: Fortalecimento da Cultura de Gestão de Riscos de Desastres no Brasil

Anexo 3

CRONOGRAMA DE PRODUTOS E PAGAMENTOS

Anexo 3 - CRONOGRAMA DE PRODUTOS E PAGAMENTOS					
Componente	Produtos	Valor Total	Valor adiantado	Valor a ser pago	Data prevista
Adiantamento - 20% do valor total da carta de acordo	Adiantamento	1.314.173,00	0,00	262.834,60	Mediante assinatura da carta de acordo
Subtotal		1.314.173,00	0,00	262.834,60	
1. Suporte à constituição de Rede Nacional de referência em pesquisa	1.1 Nota conceitual com proposta de linhas prioritárias para pesquisa, e Proposta de edital para parceria com universidades nacionais	46.424,77	9.284,95	37.139,82	12/31/2013
	1.2 Proposta do edital de seleção de universidades parceiras (agências implementadoras para o projeto)	13.264,22	2.652,84	10.611,38	01/31/2014
	1.3 Relatório de meio termo sobre o acompanhamento dos trabalhos das universidades parceiras	6.632,11	1.326,42	5.305,69	02/28/2014
	Subtotal	66.321,10	13.264,22	53.056,89	
2. Realização de diagnóstico de capacidades	2.1 Metodologia detalhada e cronograma para realização do diagnóstico	21.000,00	4.000,00	16.000,00	09/15/2013
	2.2 Relatório do diagnóstico	136.248,40	27.249,68	108.998,72	12/30/2013
	2.3 Proposta de reformulação do plano de formação continuada da UFDF	47.787,60	9.557,52	38.230,08	12/31/2013
Subtotal	205.036,00	40.807,20	162.228,80		
3. Elaboração de conteúdos e metodologias de Capacitação na área de gestão de riscos	3.1 Primeira proposta contendo para o módulo básico de capacitação	60.995,25	12.199,05	48.796,20	09/30/2013
	3.2 Segunda proposta contendo a metodologia detalhada de 2 módulos de Capacitação	60.995,25	12.199,05	48.796,20	02/28/2014
Subtotal	121.990,50	24.398,10	97.592,40		
4. Realização de sessões de capacitação	4.1 Relatório do seminário de formação de prova com plano detalhado de realização da fase piloto da capacitação	177.854,10	35.570,82	142.283,28	09/30/2013
	4.2 Relatório de realização de fase piloto (incluindo avaliação das turmas realizadas (4 turmas))	40.816,80	8.163,36	32.653,44	11/15/2013
	4.3 Relatório de capacitação 01 (15 turmas)	200.804,25	40.160,85	160.643,40	12/31/2013
	4.3 Relatório de capacitação 02 (15 turmas)	200.804,25	40.160,85	160.643,40	02/28/2014
Subtotal	620.279,40	124.055,88	496.223,52		
7. Coordenação Geral e Assessoria Técnica	7.1 Plano de acompanhamento da implementação da carta de acordo	150.773,00	30.154,60	120.618,40	45 dias após assinatura da carta de acordo entre o PNLD Brasil e o Centro Regional
	7.2 Relatório de acompanhamento da implementação da Carta de Acordo - Relatório 1	150.773,00	30.154,60	120.618,40	45 dias após a assinatura da carta de acordo entre o PNLD Brasil e o Centro Regional
Subtotal	301.546,00	60.309,20	241.236,80		
Total 2013		1.314.173,00	262.834,60	1.051.338,40	

* as datas programadas são estimadas e foram previstas considerando a assinatura da carta de acordo antes de 15 de Agosto de 2013. Se necessário, estas podem ser ajustadas.

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Anexo 4

DETALHAMENTO DE CUSTOS

1. Suporte à constituição de Rede nacional de referência em pesquisa					
Atividade	Insumos	Valor Unitário (USD)	Quantidade	Valor Total (USD)	
Elaboração da nota conceitual e identificação de linhas prioritárias de pesquisa	Consultoria internacional	7.550,00	1	7.550,00	
	Passagens internacionais (2 viagens)	2.100,00	2	4.200,00	
	Diárias internacionais (2 pessoas)	336,00	10	3.360,00	
	TE internacionais (2 viagens)	159,60	2	319,20	
	Passagens nacionais (3 pessoas)	630,00	3	1.890,00	
	Diárias nacionais (3 pessoas)	262,50	15	3.937,50	
	TE nacionais (3 pessoas)	159,60	3	478,80	
Subtotal				21.735,30	
Elaboração de proposta de edital	Consultoria nacional	5.450,00	1	5.450,00	
	Consultoria nacional (1 pessoa *6 meses)	3.675,00	6	22.050,00	
	Passagens internacionais (viagem do consultores internacionais para discussão metodológica)	2.100,00	1	2.100,00	
	Diárias internacionais (1 pessoa * 60 dias)	336,00	5	1.680,00	
	TE internacionais	159,60	1	159,60	
	Passagens nacionais	630,00	10	6.300,00	
	Diárias (10 viagens *2 dias)	262,50	20	5.250,00	
	TE nacionais (10 pessoas)	159,60	10	1.596,00	
	Subtotal				44.585,60
	Total				66.321,10

2. Realização de diagnóstico de capacidades

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Atividade	Insumos	Valor Unitário (USD)	Quantidade	Valor Total (USD)
Realização do diagnóstico	Consultoria internacional (metodologia do diagnóstico, coordenação do processo, implementação) 1 pessoa 4 meses	5.250,00	4	21.000,00
	Consultor nacional senior (implementação, consolidação dos dados)	5.250,00	2	10.500,00
	Consultoria nacional GRD e diagnóstico (trabalhos de campo do diagnóstico) 3 pessoas* 2 meses	4.200,00	6	25.200,00
	Consultoria nacional junior logística (trabalhos de campo do diagnóstico) 3 pessoas* 2 meses	2.100,00	6	12.600,00
	Passagens internacionais (viagem do consultores internacionais para discussão metodológica) 1 viagem*1 pessoa	2.100,00	1	2.100,00
	Diárias Internacionais (1 pessoa * 60 dias)	336,00	60	20.160,00
	TE Internacionais	159,60	1	159,60
	Passagens nacionais (trabalhos de campo do diagnóstico e reuniões do grupo de consultores) 7 pessoas *4 viagens nacionais (1 estado piloto e 3 estados)	630,00	28	17.640,00
	Diárias nacionais (7 pessoas*4 viagens*5 dias)	262,50	140	36.750,00
	TE nacionais	159,60	28	4.468,80
	Passagens dos pontos focais estaduais para diagnóstico do estado piloto	630,00	9	5.670,00
	TE nacionais	159,60	9	1.436,40
	Subtotal			
Elaboração de proposta de revisão do plano de formação continuada da SEDEC (workshop)	Consultorias internacionais (lumpsum)	10.500,00	2	21.000,00
	Consultorias nacionais	5.250,00	2	10.500,00
	Passagens internacionais	2.100,00	2	4.200,00
	Diárias Internacionais (1 viagens*2 pessoas* 5 dias)	336,00	10	3.360,00
	TE Internacionais	159,60	2	319,20
	Passagens nacionais (discussão da proposta com a SEDEC) (2 para ISDR e OCHA)	630,00	4	2.520,00
	Diárias (1 viagem*4pessoas* 5 dias)	262,50	20	5.250,00
TE nacionais	159,60	4	638,40	
Subtotal				47.787,60
Total				204.036,00

3. Elaboração de conteúdos e metodologias de capacitação na área de gestão de riscos de desastres

Atividade	Insumos	Valor Unitário (USD)	Quantidade	Valor Total (USD)
Elaboração de conteúdo e metodologia de até 6 módulos	Consultoria internacional (1 pessoa lumpsum * até 6 módulos) (2013: 3 módulos)	21.000,00	3	63.000,00
	Consultoria nacional Senior (lumpsum) (2013: 3 consultores)	5.250,00	3	15.750,00
	passoas*6 viagens) (2013: 3 viagens)	2.100,00	3	6.300,00
	Diárias Internacionais (6 viagens*1 pessoas* 8 dias) (2013: 3 viagens)	336,00	24	8.064,00
	TE Internacional	159,60	6	957,60
	Passagens nacionais (6 pessoas*3 viagens) (2013: 3 pessoas)	630,00	9	5.670,00
	Diárias (3 viagens*6 pessoas* 5 dias) (2013: 3 pessoas)	262,50	45	11.812,50
	TE nacionais (3 pessoas*6 viagens) (2013: 3 viagens)	159,60	9	1.436,40
	Tradução/revisão	3.000,00	3	9.000,00
Subtotal				121.990,50
Total				121.990,50

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4. Realização de sessões de capacitação				
Atividade	Insumos	Valor Unitário (USD)	Quantidade	Valor Total (USD)
Formação de instrutores para o estado-piloto (workshop) só para a capacitação básica	Consultoria internacional	10.500,00	1	10.500,00
	Consultoria nacional (Instrutores)	2.100,00	6	12.600,00
	Passagens internacionais	2.100,00	2	4.200,00
	Passagens nacionais	630,00	6	3.780,00
	Diárias internacionais	336,00	10	3.360,00
	Diárias nacionais	262,50	30	7.875,00
	TE internacionais	159,60	2	319,20
	TE nacionais	159,60	8	1.276,80
Subtotal				43.911,00
Oficina de prova da formação básica e adaptação de conteúdos (Workshop)	Consultoria internacional	5.500,00	1	5.500,00
	Consultoria nacional (6 instrutores + 2 adicionais)	1.000,00	8	8.000,00
	Passagens internacionais	2.100,00	1	2.100,00
	Passagens nacionais (incl. 2 para ISDR e OCHA)	630,00	10	6.300,00
	Diárias internacionais	336,00	5	1.680,00
	Diárias nacionais	262,50	30	13.125,00
	TE internacionais	159,60	1	159,60
	TE nacionais	159,60	10	1.596,00
Subtotal				38.460,60
Realização de sessões de capacitação 100 turmas (2013: 4 prova e 30 formação básica)	Vide detalhamento	10.204,20	34	346.942,80
Subtotal				346.942,80
Coordenação e acompanhamento das capacitações	Consultoria nacional (coordenação técnica capacitações) 18 meses (2013: 6 meses)	5.000,00	6	30.000,00
	Consultoria nacional 3 pessoas * 18 meses (1 x região) (2013: 6 meses)	3.000,00	18	54.000,00
	Consultoria nacional (suporte projeto) 18 meses (2013: 6 meses)	3.000,00	6	18.000,00
	Consultoria nacional (coordenação logística capacitações) 18 meses (2013: 6 meses)	3.000,00	6	18.000,00
	Consultoria nacional (suporte logística) 3 pessoas * 18 meses (2013: 6 meses)	2.000,00	18	36.000,00
	Passagens nacionais (27 coordenação, 9 viagens * 3 responsáveis região (2013: 9 viagens de coordenação e 3 dos 3 responsáveis regionais meses)	630,00	18	11.340,00
	Diárias nacionais	262,50	90	23.625,00
	Subtotal			
Total				620.279,40
Subtotal geral				1.012.627,00

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7. Coordenação geral e assessoria técnica

Insumos		Valor Total (USD)
Coordenação geral		52.920,00
Assessoria técnica		60.480,00
Custos locais do acompanhamento/ coordenação		68.040,00
Administração (finanças/viagens/logística/compras/contratos)		62.706,00
Custos de viagem (missões da equipe do Centro Regional)		49.000,00
Custos de viagem (missões locais)		8.400,00
Subtotal		301.546,00

TOTAL 1.314.173,00

*** Custo detalhado por sessão de capacitação**

Insumos	Valor Unitário (USD)	Quantidade	Valor Total (USD)
Consultoria nacional	2.100,00	2,00	4.200,00
Passagens nacionais	630,00	2,00	1.260,00
Diárias	262,50	10,00	2.625,00
TE	159,60	2,00	319,20
Materials da formacao Impressos e eletrônicos	30,00	50,00	1.500,00
material (flipchart, canetas, etc)	300,00	1,00	300,00
Subtotal			10.204,20

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