



**USAID**  
FROM THE AMERICAN PEOPLE

August 5, 2016

Ms. Irena Vojackova Sollorano  
UNDP Resident Representative and UN Resident Coordinator  
UNDP  
Bulevera Zorana Djindjica 64

Subject: Grant No. AID-169-IO-16-00001

Dear Ms. Vojackova:

Under the authority contained in the Foreign Assistance Act of 1961, as amended, the U.S. Agency for International Development (USAID) hereby grants to UNDP (the Recipient), the sum of \$1,300,000 to provide support for a program in Serbia, as described in Attachment 1 (the Schedule) of this grant and in Attachment 2, entitled "Program Description." This grant is effective and obligation is made as of the date of this letter and will apply to expenditures made by the Recipient in furtherance of program objectives during the period beginning with the effective date and ending on March 31, 2018 (20 months).

This grant is made to the Recipient on condition that the funds are administered in accordance with the terms and conditions as set forth in Attachment 1 (the Schedule); Attachment 2 (the Program Description); and Attachment 3 (the Standard Provisions); all of which have been agreed to by your organization.

Please sign the original copy of this letter to acknowledge your receipt of the Award, and return to the Agreement Officer for countersignature.

Sincerely yours,

Michael Capobianco  
Regional Agreement Officer

Attachments:

1. Schedule
2. Program Description
3. Standard Provisions

ACKNOWLEDGED:



UNDP

BY:

Steliana Nedra

TITLE:

Deputy Resident Representative / R.R. a.i.

DATE:

02/08/2016

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## ATTACHMENT 1: SCHEDULE

### A.1 PURPOSE OF GRANT

The purpose of this Grant is to provide support for the program described in Attachment 2 to this Grant entitled “Enhancing Local Resilience to the Migration Crisis” in Serbia.

### A.2 PERIOD OF GRANT

The effective date of this Grant is the date of the cover letter. The completion date of this Grant is March 31, 2018.

### A.3 AMOUNT OF GRANT AND PAYMENT

1. USAID hereby obligates the total estimated amount of \$1,300,000 for program expenditures during the period set forth in A.2. above and as shown in the Grant Budget below.
2. Payment will be made to the Recipient in accordance with the procedures set forth in Attachment 3 (the Standard Provisions).

### A.4 GRANT BUDGET

The following is the Grant Budget. Revisions to this Budget may be made only in accordance with the Standard Provision of this Grant entitled "Award Budget Limitations and Revisions (April 2011)."

Direct Program Cost:	\$1,203,704
Indirect Cost:	\$ 96,296
Total USAID Contribution	\$1,300,000
Cost Share( UNDP parallel funding):	\$ 159,708
Total Project cost :	\$1,459,708

### A.5 REPORTING AND EVALUATION

The Recipient must submit by email a copy of the Standard Form 425 (SF-425) on a quarterly basis to the Agreement Officer and the Agreement Officer’s Representative within 30 calendar days after quarter-end. Electronic copies of the SF-425 can be found at

[http://www.whitehouse.gov/omb/grants/standard\\_forms/ff\\_report.pdf](http://www.whitehouse.gov/omb/grants/standard_forms/ff_report.pdf)

Line item instructions for completing the SF-425 can be found at:

[http://www.whitehouse.gov/omb/grants/standard\\_forms/ffr\\_instructions.pdf](http://www.whitehouse.gov/omb/grants/standard_forms/ffr_instructions.pdf)

USAID expects high quality reporting in English. Reports must be professionally executed, avoiding typos, grammatical errors, and language that may be deemed offensive to partners. Each of the reports must be submitted electronically and in hard copy [one (1) original]. Electronic versions of the reports must be submitted using Microsoft Word, Excel, or PowerPoint software.

#### **Annual Work Plan**

The Recipient must submit an Annual Work Plan of its activities during the first year of the program within 30 days of the effective date of the Grant for AOR’s review. The Recipient must then submit the

revised Work Plan to the AOR for approval not later than 15 days from receipt of USAID's comments and/or suggestions. The Recipient will establish a realistic timeframe for implementing the project in the first annual Work Plan, and correct the timeframe from the original project description, as appropriate. Subsequent Annual Work Plans must be submitted 30 days prior to commencement of the subsequent year of the Grant. The Work Plan must include a timeline and benchmark indicators for achieving the objectives of each component of the program and also include achievements against standard and/or customized indicators of the previous year.

**Monitoring and Evaluation Plan:** Within 30 days of award, Recipient must submit a Monitoring and Evaluation Plan for USAID's approval. Program M&E Plans must contain the performance indicators that the Recipient proposes to use to objectively measure progress towards achieving the goal and each of the results described in the Program Description, with definition and unit of measure, as well as baselines and targets. The Recipient must consider data quality issues for all indicators reported to USAID. The Recipient must conduct Data Quality Assessments (DQAs) for all required indicators.

The DQAs must be conducted as soon as the program is implemented. These DQAs must be attached to the M&E Plan once completed.

**Semi-annual Progress Reports:** Semi-annual progress reports must be submitted on a semi-annual basis, 30 days after the end of the reporting period.

**Final Report:** The Final Performance Report must be submitted within 90 days of the expiration or termination of the award.

Semi-annual progress reports and the final performance report must generally contain brief information on each of the following:

- A comparison of actual accomplishments with the goals and objectives established for the period. Whenever appropriate and the output of activities can be readily quantified, such quantitative data must be related to cost data for computation of unit costs.
- Reasons why established goals were not met, if appropriate, and corrective actions that have been taken/are planned.
- Other pertinent information, including actual performance indicator data that is due during the reporting period and, when appropriate, analysis and explanation of cost overruns or high unit costs.
- Challenges, opportunities, unexpected outcomes, and learning.
- A Gantt chart or similar project management tool to order activity milestones, outputs, and outcomes in a time sequential manner showing dependency.

Reports must be submitted to: (1) the AOR; and (2) the Development Experience Clearinghouse at <http://dec.usaid.gov/>.

## **A.6 TITLE TO PROPERTY**

Title to all property acquired and financed hereunder shall vest in the Recipient, subject to the requirements set forth in Standard Provision of this Grant entitled: "Title to and Disposition of Property (April 2011)", incorporated herewith.

**A.7 PROGRAM PROCUREMENT OF GOODS AND SERVICES**

The Recipient is authorized to procure goods and services under Geographic Code 937 using funds from this Grant, except for restricted commodities under ADS 312. A waiver must be obtained from USAID in accordance with ADS 312 prior to the purchase of restricted commodities. ADS 312 can be accessed at <http://transition.usaid.gov/policy/ads/300/312.pdf>.

**A.8 AGREEMENT OFFICER’S REPRESENTATIVE (AOR)**

The USAID Agreement Officer’s Representative (AOR) for this program will be designated in a separate Memorandum.

**A.9 ENVIRONMENTAL COMPLIANCE**

USAID relies on the Recipient’s internal environmental policies and regulations to be used in regards to the implementation of the project.

USAID’s bureau environmental officer has determined that this activity meets USAID’s definition of a categorical exclusion.

**A.10 PROJECT OVERSIGHT**

USAID/Serbia  
Office of Democratic and Economic Growth  
Bul. Kneza Aleksandra Karadjordjevica 92  
11000 Belgrade, Serbia

**A.11 PAYMENT OFFICE**

US Agency for International Development  
Office of Financial Management  
M/FM/CMP, Room 7.07-104A  
1300 Pennsylvania Avenue, NW  
Washington, DC 20523

**A.12 ADMINISTRATIVE OFFICE**

USAID/Kosovo  
Regional Contracting Office  
Arberia, Ismail Qemali Str., House 1,  
10000 Pristina  
Kosovo

**A.13 RESOLUTION OF CONFLICT**

Conflicts between any of the attachments of this Grant shall be resolved by applying the following descending order of precedence:

- Attachment 1 - Schedule
- Attachment 3 - Standard Provisions
- Attachment 2 - Program Description

**[END OF ATTACHMENT 1]**

## ATTACHMENT 2: PROGRAM DESCRIPTION

### Enhancing Local Resilience to the Migration Crisis

#### I. Development Challenge

##### Introduction.

The transit of more than 800,000<sup>1</sup> people through Serbia in 2015 posed significant humanitarian challenges. However, there have been also significant development challenges, which have arisen as a result of lowered service delivery standards and depreciation of municipal assets. This, in turn affected the community cohesion and contributed to the discontent, which had already existed in the past due to prevailing poverty in the affected municipalities. In January-February 2016, (before the Western Balkans route was “closed” on 8 March 2016) a further 75,000 people crossed, but, since then, irregular arrivals of 50 – 150 per day signal a continuous presence of the crisis, albeit with shifting features. Irregular arrivals, and stay of 1,000 – 2,000 thousand in various “refugee aid points” (RAP) in Serbia presented the Government and the local communities with additional challenges.

The Government of Serbia provided support, with the help of the international community, in ensuring safe and humane transit of refugees and migrants through Serbia and constructed new facilities as refugee aid points (RAPs), in line with UNHCR and UN Country Team recommendation that RAPs should be built along the refugee route. These RAPs have been built in Preševo (2), Šid (3), Kanjiža (1) and Subotica, but also regular reception centers for migrants were used in Belgrade, Banja Koviljača, Sjenica, Tutin and other locations. Furthermore, the Government has earmarked buildings in Bujanovac, Vranje, Dimitrovgrad (under construction), Obrenovac, Aleksinac, Smederevo, Subotica and Sombor, which were considered and dealt with to greater or lesser extent.

The communities in affected municipalities saw a transit of a large number of foreign people affecting the functioning of the local services. The prospect of prolongation of the situation has generated considerable fear in the local communities. 70% of the surveyed state that citizens would be afraid for the safety of women if migrants are admitted.<sup>2</sup>

##### Poor public services affected public perception

Since the onset of the crisis, border municipalities (Preševo and Kanjiža) were severely affected, hosting at times twice their regular population. Save from Belgrade and Kanjiža, the migration crisis struck predominantly affected border municipalities, with already significant development challenges. Šid and Dimitrovgrad are underdeveloped municipalities with about 60-80% of the national development average in 2014, while Preševo and Bosilegrad are devastated municipalities, below 40% of the national average in 2014. Except in Kanjiža and Subotica people are

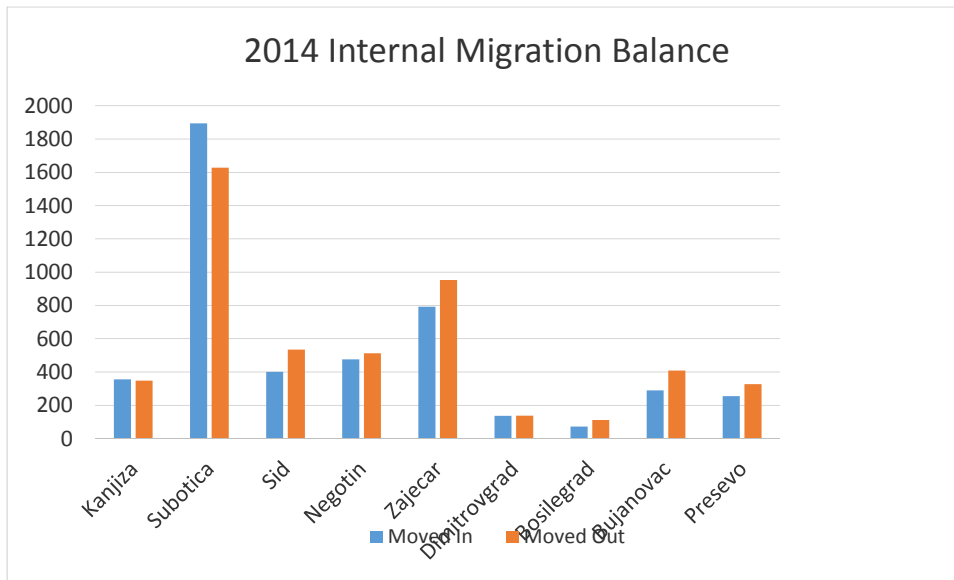
	2014		
	Total	Men	Women
Kanjiža	24,627	12,019	12,608
Subotica	139,612	67,087	72,525
Šid	33,200	16,323	16,877
Negotin	35,103	16,922	18,181
Zaječar	57,457	28,130	29,327
Dimitrovgrad	9,758	4,974	4,784
Bosilegrad	7,729	3,983	3,746
Bujanovac	38,085	19,514	18,571
Preševo	29,744	14,981	14,763
Source: National Statistics Office, 2014 estimate			
the data is for the entire territory of municipality, not just its urban part			

<sup>1</sup> Serbia Ministry of Internal Affairs; UNHCR.

<sup>2</sup> UNDP – Gallup Attitudes towards the Impact of the Refugee and Migrant Crisis in Serbia’s Municipalities March, 2016



leaving the other affected municipalities, for larger urban centers (Belgrade, Nis, and abroad).



Affected municipalities are also predominantly populated by ethnic minority groups. In Kanjiža and Subotica majority are Hungarians, while majority in Preševo (90%) and Bujanovac (60%) are ethnic Albanians. The majority in Dimitrovgrad and Bosilegrad are ethnic Bulgarians (75-90%), while Negotin and Zajecar have significant Vlach and Romanian population.

The pressure on waste management and water supply was the most visible throughout the crisis. The strain on the functioning of the local utility companies and local administration was less visible, and it was covered through increased depreciation of assets and extra hours of its staff. For instance, the local public utility company used its septic pit cleaning tank throughout the crisis, which resulted in its full depreciation. The over-use of municipal assets resulted in its faster depreciation, for which neither the replacement plan existed, nor funds were earmarked, which is a development challenge in itself. The Commissariat for Refugees and Migrants awarded some US \$550,000 in support to local self-governments, while the Ministry of Public Administration and Local Self-Government awarded some US\$90,000 in 2015.

In November 2015, UNDP commissioned an assessment into the waste management, as well as water supply and wastewater treatment. The result of the waste management assessment testifies that up to 20-30% more waste was generated in Preševo and Šid during the height of the migrant crisis than in regular situation. In regular situation, Preševo waste management company was able to manage only 40% of its regular waste by dumping it on a non-sanitary landfill Pržar. For that service, it has collected only 60% of due revenue. During the crisis, UNDP contracted a nearby public utility company from Vranje to help manage the increased amount of waste, and Preševo subsequently received a waste removal truck through donor assistance in January 2016. However, the appropriate way to address waste management in Preševo is to expand the reach of waste management company to 100% of its citizens and organize waste management towards the sanitary landfill in Vranje. Similarly, the results of the assessments confirmed the poor state of these services in Preševo and Šid, which are additionally strained by the influx of a large

number of people. The local water supply system in Preševo is over-stretched even in regular circumstances, but with additional use of water it is prone to system failure. One such failure happened on 25 November when Preševo's water pump broke down (UNDP replaced it on 28 November, using urgent procedures). However, a sustainable water solution will have to be put in place, as it is only a matter of time as to when the current system will collapse again. Also in Šid Municipality the supply of the high quality drinking water is in need of improvement in regular situation. In Šid there are also challenges to water quality, and in September 2015 it was rendered not fit for use. There is a need to resolve wastewater treatment in regular situation in Šid, therefore the case for tackling the issue of waste water becomes more pressing when larger number of people reside in Šid.

Social and health services in the affected communities are expected to bear the brunt of the pressure from the irregular flow of migrants. During the regular transit period, until 8 March, health services were more affected, acting on health problems of migrants. However, in the case of irregular flow, social services will be called upon more to assist in cases of minors, single parents, gender based violence and other cases, when social service is bound by the Serbian legislation to act.

### **Changing shape of the crisis?**

The multifold increase in the number of arrivals to Europe from the Middle East and North Africa in 2015 is a result of a combination of conflict, political and economic insecurity. This is prompting people to try their luck in safe and prosperous environments. The recent Study done by the Overseas Development Institute (ODI) suggests that because reasons for migrations are such, efforts to limit migration to asylum claims are likely to push migrants towards irregular means. Migration policies alone are not likely to limit migrations. In fact, the Study shows that increased economic prospects in poor countries makes it more likely that people will migrate, because they have the money to.<sup>3</sup>

Although the flow of migrants reduced since 8 March 2016, following an agreement between the European Union and Turkey to manage the flow, a further 3,000 people have managed to enter Serbia. There are still between 1,000-2,000 people residing in Serbian collective centers, and an unknown number dispersed around country. Furthermore, due to the influx of large number of refugees and migrants the European countries expedited the re-admission of persons to Serbia.<sup>4</sup>

Currently, the largest majority of refugees in the world is camped at the doorstep of Europe – in Syria, Lebanon and Jordan, and the vast majority of 1 million which crossed in 2015 were from Syria, but also from Iraq and Afghanistan.<sup>5</sup> At present, the “gateway” to Europe – the Aegean sea is closed for transit, but this closure depends on the sustainability of the 20 March 2016 EU – Turkey Agreement, by which Turkey will accept back a crossing refugee, in exchange for the EU re-settling one, whilst accelerating its negotiation talks with Turkey and introducing visa-free regime for Turkish citizens.

<sup>3</sup> Clare Cummings, Julia Pacitto, Diletta Lauro and Marta Foresti Why people move Understanding the drivers and trends of migration to Europe , Overseas Development Institute, ODI, Evidence Summary, December 2015 available at: <https://www.odi.org/publications/10217-why-people-move-understanding-drivers-and-trends-migration-europe>

<sup>4</sup> During 2015, 2,866 persons were returned to Serbia, of whom 2,340 were Romani. The vast majority of returns – 2,551 persons total -- were from Germany. Municipalities in southern Serbia and Belgrade appear to be receiving the majority of returnees. Furthermore, in January 2016, 448 persons were readmitted to Serbia, compared to 189 in January 2015. Anecdotal evidence testify that there are 50,000 – 200,000 people who can be returned from Western Europe based on the readmission agreements.

<sup>5</sup> <http://www.therefugeeproject.org/#/2014>

There is reason to believe that the flow of people towards Europe will continue in yet unclear shape or form. Its scale might be less and the flow might be less orderly than in 2015, but surges, especially with the arrival of warmer weather are reasonable to expect.

### **Community Resilience Challenged**

Although the local population displayed solidarity towards the transiting population, with a surprisingly low number of incidents, Gallup – UNDP research from February/March 2016 confirms, previous UNDP findings that migration crisis has challenged the resilience of the local communities to withstand shock both those caused by migration, but also others.

While the local population has full understanding for the humanitarian needs of the transiting population, their views turn negative once discussion about prolonged transit or even permanent stay stepped into the debate. The reason is poverty (one in three), and lack of economic opportunities in local environments as well as cultural, religious and language differences (one in five).

Similarly, the majority of employees of the local self-government surveyed stated that although they do not believe the financial stability of the municipality was ever in jeopardy during the migration crisis, half of them cite lack of financial resources, and one in three cite lack of technical resources as a major problem during the crisis. Also, between one in five and one in three surveyed believe there have been difficulties in overcoming the crisis. When queried about which departments were adversely affected by the migrant crisis, close to a third stated public utility companies, and one in five departments of public health, have been negatively affected by the migration crisis. Half of the general population identifies hygiene as the second largest problem in the migration crisis, next to the risk of terrorism. In general, people in surveyed municipalities fear for their own and safety of their loved ones.

There is a difference between the willingness of citizens to provide help and support and readiness to accept migrants. While in transit, citizens have adopted the socially desirable attitude of understanding migrants' problems. However, when queried about the possibility of settling migrants in their communities, the response is overwhelmingly negative.

For a continued successful response to the migrant crisis, according to local self-government officials identified, they need the most financial assistance, while 50% stated that technical resources and equipment are urgently needed, followed by accommodation/reception facilities, technical and human resources.

In the opinion of local self-government officials, the operation of municipal administrations is more difficult in the municipalities that are more intensely affected by the migrant crisis. The refugee crisis in the municipalities creates the biggest difficulties for the work of public utility companies, health care institutions and the communal inspection and police, and the fields most intensely affected by the crisis include waste disposal and a higher number of man-hours for employees in the public services. However, a large number of neutral responses of local self-government officials are also an indicator that the respondents do not have enough information, so these results have to be taken with certain reservations.

UNDP has provided equipment and direct support to the affected municipalities. Šid and Preševu benefited from additional garbage containers, which helped them manage waste migrants concentrated areas. Furthermore, safety wear such as boots, gloves, jackets and plastic bags were also provided as

immediate support to Preševo, Šid municipality and the City of Belgrade. UNDP-rented waste collection truck from the neighbouring Vranje resulted in collection of 40m<sup>3</sup> of waste per day, collecting over 3,520 m<sup>3</sup> waste in Preševo.

## **Conclusion**

Poor municipalities affected by the migration crisis have had many development challenges, connected to local public service delivery. The crisis has considerably aggravated these development challenges and fuelled discontent among the local population, which polarizes communities, but also reduces the chances of these communities being a constructive player in the future evolution of this crisis, which has already displayed several faces since June 2015. For this reason, weak service delivery should be improved in affected municipalities as a way of displaying international solidarity in the face of the crisis, as a token for the future and help in the present.

## **Strategy**

This Project aims to strengthen local resilience and community cohesion affected by the crisis caused by migration through improved service delivery on the local level.

Resilience of local communities is recognized in UN strategic documents. Interim UNDAF 2016 – 2020 outcomes 7 and 8 are relevant for this Project. Outcome 7 stipulates that by 2020, there is an effective enabling environment that promotes sustainable livelihoods and economic development [...], while outcome 8 stipulates that by 2020, there should be improved capacities to [...] manage natural resources and communities are more resilient to the effects of [...] man-made disasters. In particular, the UN should make specific programme efforts to improve access to water and sanitation, in particular by supporting the design and implementation of recovery infrastructural interventions and “no-regret measures”, and design of large-scale infrastructural projects. This Project will effectuate the outputs under the outcome 7 (1) Improved implementation of local development plans and applied sustainable solutions; and (2) Women and men<sup>6</sup> in vulnerable situations have greater access to services, training and innovative employment opportunities (including green jobs).

For service delivery to improve, it is necessary to improve planning or service delivery on the local level. Currently, planning for actual improvement of service delivery is poor, which results in ineffective use of scarce resources and ineffective solutions. Such continuous lack of improvement fails to generate interest by the population and improve ability of service providers to increase their revenues from services by either broadening client base or by spending on the maintenance of ineffective infrastructure. Also, poor planning reduces the quality of investment decisions on the local level. UNDP assessment of waste management in Preševo shows that public utility company “Moravica” in Preševo collects waste from only 40% of the population, while the others manage their own waste. Also, at present, UNDP is financing an improved water management electronic billing system, to increase revenue of “Moravica”. Planning is directly dependent on the available data and appropriate planning documentation, which the Project will provide to the local self-governments, to improve the service delivery.

Another pre-condition of improved service delivery on the local level is the improvement of the infrastructural potential to deliver better services. At present, ailing infrastructure from the socialist times

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<sup>6</sup> Including young people, people with special needs, Roma and other ethnic minority representatives, older people and people with low qualifications.

is costing more to maintain than it would be to construct new one, over a short period of time. For instance, UNDP regenerated two water wells in Šid in December 2015-January 2016 period. The increased yield received was 50% for the both wells, which is evidence that investment into a small upgrade could return in delaying more expensive investment constructing a new well. It can be assumed also that the visible improvements will create popular demand for the retention of such improved quality by the local population, hence bolstering demand for good governance on the local level.

Local social and health services are currently dependent on the piecemeal investments and the motivation of the local staff in those services. Ever since the institutional maintenance of the local health and social facilities has been transferred to the competences of local self-governments, they have been struggling to prioritize services for citizens in the face of scarce resources. The European Union has consistently pointed out since 2011 that many of the competences are bestowed without proper account of either the burden or the source of funding. The need for the local service inventory and to bolster administrative and management capacity at local level is stalled.<sup>7</sup> Also, transfers to the local level have been made without ensuring sufficient capacity and resources at local level, in part because of the impact of the economic crisis on public finances which meant that municipalities' own revenues were also shrinking.<sup>8</sup>

There should be a service at the local level which provides safe space for victims of gender-based violence. Currently, such service is present for a very limited number of potential users, which is a challenge when there is increased beneficiaries in the local community could be improved through this Project. The Project would interact with local social and health services and endeavour to adapt appropriate facilities both in social and health service facilities which could be used both by migrant and indigenous population for victims of gender based violence and, as such, make a major contribution to the promotion of culture against gender-based violence.

To improve services on the local level, austerity and human potential is a major challenge. The Project will strive to overcome this by contracting the best available expertise. UNDP has standing relations with the planning and engineering services in the country which will be able to provide most efficient and cost-effective services which will upgrade the current level of service delivery on the local level.

The improved service quality on the local level will clearly demonstrate international solidarity, which USAID and UNDP carry and persuade the local population that they are not left without support in the face of the crisis. The development solutions proposed herein will bolster the resilience of local municipalities to both current and future shocks, which are possible in light of the changing nature of the migration crisis.

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<sup>7</sup>

2011

Serbia

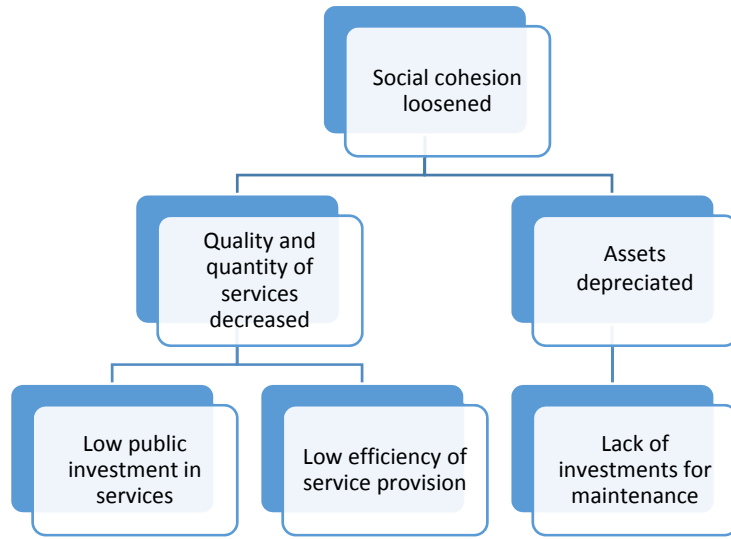
Progress

Report

[http://ec.europa.eu/enlargement/pdf/key\\_documents/2011/package/sr\\_analytical\\_rapport\\_2011\\_en.pdf](http://ec.europa.eu/enlargement/pdf/key_documents/2011/package/sr_analytical_rapport_2011_en.pdf)

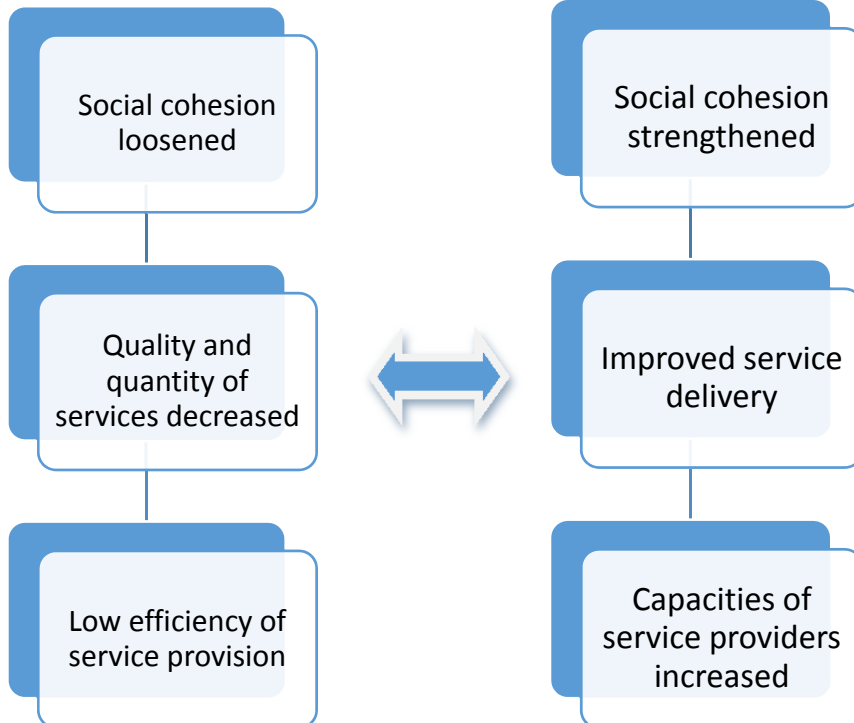
<sup>8</sup> ibid

**Problem tree analysis**



**Intervention pathway**

**Solution pathway**



**Results and Partnerships**

*Expected Results*

By improving service delivery and making visible improvements in local communities, UNDP will demonstrate the solidarity of American support through USAID, with local communities. Such demonstration of solidarity and support will contribute to retaining the level of community cohesion as displayed during the migration crisis. Also, the improvements in the quality and quantity of service delivery will enhance the resilience of local municipalities to the existing crisis but also to other crisis which may occur in the future.

UNDP intends to improve the delivery of waste management, water supply, sewage and wastewater treatment in the municipalities affected by the migration crisis. Also, it will support the delivery of social and health services in the municipalities by improving the facilities which deliver services to both the local population and transiting migrants.

By applying the development approach to the current crisis, UNDP is contributing to long-term response to the crisis, which contributes to the sustainability of intervention. The effects of the improvements in service delivery shall remain beyond the current crisis and shall contribute to the livelihoods of the local population in the selected municipalities reducing the outflow of the local population. Also, it will make local communities prepared and resilient to the recurrence of the current crisis as well as new surges in migration transit or prolonged stay in Serbia.

Also, the improvement of the water supply and ensuring good-quality drinking water, will raise the bar of accountability on the local level for maintenance and durability of the system. Through good-quality planning documentation for water and sewage improvements, UNDP shall make concrete investment into most cost-effective and efficient way of improving local water supply and sewages system. Similarly, by expanding the coverage of the households with waste management services, UNDP shall make lasting impact on the environment in the local level and make a clear case for local decision makers to improve waste management in line with national and regional plans. Finally, the austerity and lack of local administration ability to invest in local services, such as local healthcare centers and social services

Although the local population shall benefit the most from these improvements, they will also benefit the transiting migrant population, as well as migrants who might stay in these municipalities for prolonged periods. The improvements of these services will be publicly connected to the current migration crisis, clearly demonstrating the link between the crisis and the improvement.

**Output: Better services delivered to communities, including migrants**

The Project will last 18 months. It will be roughly divided into the following time periods:

	Month	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18
	Project Phase																		
1	Inception																		

2	Implementation																		
3	Completion																		
4	Evaluation																		

**Project Inception**

During the inception phase, UNDP shall develop a detailed Annual Work Plan (AWP), which will detail baseline per municipality and the expected results. The AWP shall contain the long-list of agreed upon priorities for the improved service delivery. This list will represent the “menu of options” which will allow UNDP to select the short-list i.e. to allocate resources for concrete implementation. In the case any of the identified risks materializes, UNDP will be able to quickly move to the following priority on the long list, without consequences to the project duration or effectiveness.

UNDP has already undertaken assessments in waste management as well as water supply and sewage/wastewater treatment in municipalities of Preševo, Šid, Kanjiža and Dimitrovgrad. Two independent consultants and the *Jaroslav Černi* Water Institute have completed assessments in November 2015, at the height of the crisis, detailing needs of affected municipalities. A detailed validation of these needs, from the standpoint of depreciated municipal assets, as well as preparedness for the future spikes in the crisis is required. For this reason, UNDP shall, during the Inception Phase conduct the validation of existing needs and planning of service delivery improvements:

**Activity 1.1.: Validation of existing needs**

1. Detailed waste management assessment in Preševo, Šid, Kanjiža (border crossings) and Dimitrovgrad, with a view to expanding coverage of waste management, revenue collection and utilization of the sanitary regional landfills;
2. Asset replacement plans in Preševo, Šid, Kanjiža (border crossings) and Dimitrovgrad;
3. Rapid assessment of water supply and wastewater treatment for Dimitrovgrad, Pirot, Subotica, Kanjiža , Vranje, Bujanovac, Zajecar, Negotin and Bosilegrad, to identify potential gaps in service delivery therein.
4. Rapid assessment of social and health service centres upgrade needs and potentials for local safe space for victims of gender based violence.
5. Civil society validation of identified needs and their assistance in the prioritization of needs for the selected municipality.

As a result of this activity, one truck will be purchased, and local self-governments and public utility companies shall their needs validated for waste management, water supply and waste water treatment for selected municipalities as well as asset replacement plans. Finally, in cooperation with civil society on the local level, UNDP shall apply the human rights based approach and validate the needs identified through technical evaluation and confirm that the needs and priorities have been identified in the manner which addresses the most pressing local concerns.

For instance, UNDP has already supported the municipality of Preševo through rental of a waste collection truck from the neighboring Vranje town, along with the recruitment of additional garbage-collection workers. This four-month activity resulted in collection of 40m<sup>3</sup> of waste per day, collecting



over 3,520 m<sup>3</sup> of waste and permanently cleaning the bottle-necks around Preševo Reception Center and schools which had not been cleaned over a longer period of time. Preševo benefited from receiving additional 500 garbage containers, thus managing to extend the waste collection services to additional 6,000 citizens and around 900 households. Workers of the Public Utility Company (PUC) “Moravica” have been equipped with safety wear such as boots, gloves, jackets and plastic bags. This assistance, along with the assistance of other agencies will be viewed against the need for further improvement.

**Activity 1.2.; Planning of service delivery improvements**

1. Procurement of one sewage and septic pit cleaning truck for Šid municipality
2. Detailed programme for phased upgrades of water supply and wastewater treatment in Preševo and Šid, detailing:
  - a. Prioritization from existing assessments;
  - b. Scope of investigating works necessary for the upgrade
  - c. Geodetic surveying of layers in Preševo necessary for the planning of service delivery planning;
  - d. Equipment upgrade necessary for the improvement of the service delivery (other waste and water equipment)
3. Detailed programme for phased upgrades of waste management in Preševo, Šid, Kanjiža and Dimitrovgrad, including a proper waste collection plan, increase of coverage of residents and increase of chargeability level;
4. Detailed assessment of social and health service upgrades, including creating of the terms of reference for detailed design documentation;

As a result of this activity, detailed programmes for phased upgrades shall be available and shall inform the implementation phase.

	Month	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18
	Project Inception Phase																		
1.1.	Validation of existing needs																		
1.2.	Planning of service delivery improvements																		

**Project Implementation**

The Project will invest into the long term service delivery improvements through detailed and cost-effective planning documentation, infrastructure designs, implementation of works based on these designs and technical and equipment upgrades. The Project Implementation Phase shall rely heavily on the results of the Project Inception phase.

**Activity 1.3. Prioritization and procurement of necessary equipment for the improvement of local services;**

Expansion of waste collection coverage and improvements in the billing system are necessary for the local public utility companies to improve its waste collection services. Items such as waste containers, and upgrades to existing mechanization could be the most cost effective ways to expand and broaden the waste collection as well as its proper management. UNDP will provide support in developing documents, prior to the actual purchase, in order to avoid the situation in which the local self-governments are not able to properly maintain the purchased assets.

As a result of this activity, priority equipment will be provided to the local public utility companies, social and health services.

It can be expected that smaller equipment would be necessary for the service upgrade. This is especially relevant for waste management and water supply. For instance, the upgrade of existing waste trucks would require installation of additional components for heavy lifting of large containers which could be procured for the expansion of the waste management. Also, water measuring devices at entry and junctions in the water supply system are required for adequate upgrade of water supply. These smaller and low value equipment would be procured using fast UNDP procurement rules and installed compatible with the designs in activity 1.4.

**Activity 1.4. Design key infrastructure projects for service upgrades;**

The Inception Phase will inform the priorities which UNDP shall translate into cost-effective designs. UNDP has a standing roster of companies and is able to issue contracts for designing and technical control in a very short period. This adds to the efficiency of project implementation. The designing shall be done in accordance with rules and regulation in the Republic of Serbia and all designers shall appropriate licenses issued by the Serbian chamber of engineers.

The designing may include: (1) construction; (2) renovation; (3) electric; (4) water; (5) sewage; (6) IT; (7) machinery designs, etc.

The designs for infrastructure works are intended to upgrade service delivery on the local level. Some designs UNDP can execute using USAID or other donor funds. Other designs can be transferred to the local administration for their own funding or additional fundraising. Some designs could be implemented by UNDP using other donor funds. In case of UNDP implementation – the level of designing shall be required to be “Design for Implementation” (Projekat za izvodjenje). In case of local administration implementation, the level of designing shall be “Design for the Construction Permit” (projekat za gradjevinsku dozvolu), which the local administration may further adapt when the time for execution comes.

**Activity 1.5. Implement cost-effective designs for local communal infrastructure;**

Most pressing community infrastructure works, identified during the inception phase, but also proven as feasible for implementation and benefiting the largest number of people shall be tendered for works. Normally, the implementation of a good, technically verified, design does not last longer than 60 days, with stringent supervision. UNDP shall tender works for the local community infrastructure in line with

its tendering and procurement rules, and standing practice. These small scale communal infrastructure will help municipalities avoid stress on the local system in case of another wave of migrants, but also the increased number of people residing due to either a pushback of migrants, stranded migrants or re-admitted migrants.

In the implementation of works, UNDP applies several layers of process control:

1. UNDP internal control envisages that detailed and specific terms of reference for the design are tendered to UNDP verified companies;
2. Designing phase – only UNDP verified companies (possessing also the appropriate ISO certificates), can participate in the design of communal infrastructure works. These designs can take place based on the verified construction layers as well as detailed investigative works (when necessary);
3. UNDP internal engineering control reviews the conceptual solution;
4. The beneficiary – local municipality administration approves the conceptual solution, and issues so-called “location conditions” (lokacijski uslovi) which stipulates local urban and spatial plan which, as well as consent of relevant national authorities if the conceptual solution tackles national infrastructure or resources;
5. If necessary, UNDP requires conceptual project (more detailed project than the conceptual solution) for adoption by the beneficiary and UNDP (at this stage, UNDP reviews the cost – effectiveness and potential environment issues which may arise during the implementation);
6. UNDP reviews and approves the design for the Construction Permit and transfers it to the technical control – an independent supervisory company to provide independent evaluation. UNDP issues terms of reference for technical control;
7. With successful technical control, UNDP transfers the Design for the Construction Permit to the beneficiary, which shall be the owner over the title of property, to be constructed. If satisfactory, the local administration issues the Construction Permit to its own local body, which shall own the title of property upon construction.
8. UNDP tenders for Works, using open international competitive bid, stipulating upholding of laws and regulations of the Republic of Serbia as required during the implementation.
9. UNDP tenders for the independent supervision of works, which can be neither the designing company, nor the company which has performed the technical control. Supervision of works is present at the construction site daily. If the complexity of works requires, UNDP contracts designer for the accompanying process of construction;
10. The beneficiary appoints its own supervision, which needs to work in concert with the independent supervisory company (not budgeted separately);
11. UNDP internal control is present at the construction sites weekly.
12. The final situation (okoncana situacija) is signed by all the parties included in the process.
13. The bank guarantee document for 10-20% of the contract value, with beneficiary as the holder of the title of the guarantee, for the 2 year mandatory warranty period.

	Month																		
	Project Implementation Phase	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18
1.3.	Prioritization and procurement																		

	of necessary equipment for the improvement of local services																		
1.4.	Design key infrastructure projects for service upgrades																		
1.5.	Implement cost-effective designs for local communal infrastructure																		

**Project Completion**

Project completion phase will entail the start of the operational closure of the Project, including handover and transferring the titles over created designs, purchased equipment and works implemented. It will entail resolving outstanding issues with designing and verification companies, correction of documentation as well as receipts of final situation (okoncane situacije), for the purpose of their handover to the beneficiaries.

	Month																		
	Project Completion Phase	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18
3.	Project Completion																		

**Project Evaluation**

The Project will be evaluated following the UNDG evaluation norms and standards and applying the OECD/DAC evaluation criteria. In order to enable evidence based assessment, UNDP will implement its monitoring policy focusing on tracking and capturing relevant data at the activity and output level. The scope of the evaluation will cover the current and Divac Foundation Projects, both implemented by USAID support.

The evaluation shall assess the *relevance, efficiency, effectiveness, sustainability* and *impact* of the project, including the contribution to capacity development and the synergies with other similar projects.

It will also identify and document lessons learned. All criteria of evaluation should be rated using a six-point rating scale: 6: *Highly Satisfactory*, 5: *Satisfactory*, 4: *Marginally Satisfactory*, 3: *Marginally Unsatisfactory*, 2: *Unsatisfactory* and 1: *Highly Unsatisfactory*. All ratings given should be properly substantiated.

	Month																		
	Project Evaluation	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18
4.	Project Completion																		

**Communication**

During the inception phase, work will start on preparation of a sound communication strategy and an accompanying action plan for the overall Programme. Although a streamlined communication strategy will be developed, attention will be given to ensuring that it considers the complex socio economic and political issues in the region. The core elements of the communication strategy will include:

- Key communication messages
- Logos and templates and larger sign boards on project sites
- A plan for an intensive information campaign targeted at the central and local level (project partners, possible partners and stakeholders)
- A plan for an information campaign at the local level
- Promotional and information material concerning the project;

***Resources Required to Achieve the Expected Results***

**UNDP Internal Resources;**

To implement activities under the Project, UNDP shall require services of a Project team consisting of:

1. Project Manager;
2. Project Coordinator;
3. Two Project Associates;
4. Two Project Assistant;

However, UNDP shall bear the cost of the portion of this staff, without consequences to the USAID budget. Also, UNDP shall require services of its human resource, procurement and quality assurance structures, per UNDP policies and procedures.

**External Resources**

UNDP shall contract a team of consultants, during the inception phase, to complete validation of needs as well as detailed planning for the improvement of local services, especially on waste management, water supply and sewage/wastewater treatment. To this end, UNDP shall contract the best available expertise of

environmental engineers, as well as engineers of appropriate expertise, using simplified UNDP procedures for quick production of deliverables and completion of the inception phase. UNDP shall contract one long-term construction engineers, as expert for its internal validation of designs as well as monitoring and supervision of works in the field. Finally, UNDP shall contract independent advisors on specific tenders, to ensure that both terms of reference is unbiased and that the tendering process is objective and fair.

### *Partnerships*

UNDP will, coordinate closely with USAID through meetings and field visits on a regular basis. Moreover, full acknowledgement of USAID will be given in all of communication products and other relevant materials through the display of the logo. UNDP will make efforts to ensure the visibility of USAID, where it provides support to partners' activities.

- Workshop / official meeting invitations, agendas and related materials should contain the phrase this project is funded by USAID, and where possible, include the logos of respective institutions as well as those of the Government.
- Publications/Reports utilized will reflect that this project is funded by USAID.
- Where appropriate, UNDP may provide display panels for ongoing activities, or other devices indicating the donor.

Where appropriate, partners are requested to photograph events or actions supported by UNDP and share these with the organizations with information on the action being undertaken, and reflecting the donor.

Established partnerships are one of the key advantages of UNDP in the implementation of development projects. UNDP has strong partnerships with local self-governments in the Republic of Serbia, by virtue of its presence in the country for 16 years. Also, it has strong and developed partnerships on the national level.

In the implementation of Project activities, UNDP shall emphasize the participatory process with the beneficiaries during the inception phase. Validation of exiting needs and prioritization shall be done with the local administrations, public utility companies, but also the ministry in charge of the system and capacities of local self-governments in the Republic of Serbia.

Furthermore, activities connected to waste management, but also water supply, sewage and waste water treatment shall be identified with the national level bodies, primarily the Ministry of the Serbian Government in charge of the Environment in the new composition of the Government. Activities connected to the improvement of the local service delivery shall be planned and implemented in coordination with the ministry in charge of the system of local self-government, as well as the Commissariat on Refugees and Migrants, and/or the Public Investment Management Office;

UNDP shall establish regular monthly consultations with these ministries and shall invite these bodies to the Project Board sessions.

UNDP implements the Project: *Strengthening local resilience in Serbia: Mitigating the impact of the migration crisis*, which also has the component with support to local services. UNDP will keep activities under this Project separate, but complementary. It will ensure that no duplication of work takes place and that activities are coordinated with this Project, as well as other projects whose aim is to support local communities.

### ***Risks and Assumptions***

By nurturing the community cohesion through improved service delivery, the community shall become more resilient to current and future shocks, caused both by migration crisis, but other crisis as well. Local governments' willingness to improve local service delivery, is verified through years of UNDP engagement with local self-governments, evidenced through the increasing number of cost – sharing agreements, by which UNDP upgrades local services using local budgetary funds. In most cases UNDP encounters strong willingness of the local public utility companies to engage with UNDP to improve services. This assumption is also a risk, which will be addressed through appropriate risk mitigation strategies.

### ***Stakeholder Engagement***

The principal target group are residents of the municipalities affected by the migration crisis. The improvement of the service delivery of public utility companies shall also target local public utility companies, in charge of local service delivery.

Also, migrants residing in the affected municipalities “refugee aid points” shall receive tangible benefits from the improve service delivery at the local level, in as much as they will benefit from clean environment, and infrastructure improvements, which contributes to community cohesion. Migrants will also benefit from safe space for victims of gender based violence and from upgrades to social and health service in the local community. Finally, the migrant population will tangibly benefit from the improved community cohesion and reduced social distance on the local level.

### ***South-South and Triangular Cooperation (SSC/TrC)***

The Projects theory of change can be valid in other settings where local community is affected by the transit of migrants and prolonged stay of refugees and migrants. UNDP will transfer the effects of the Project to UNDP country offices in the region. The country offices shall be able to draw lessons learned and adapt them to their settings, including adaptation of targets which the Project has failed to achieve, to apply in different setting.

### ***Knowledge***

The Project shall deliver three key knowledge products:

1. Planning of holistic waste management service delivery improvement on the local level, which can be applied in other local communities, both in Serbia and abroad;

2. Planning for water supply and waste-water treatment upgrades, which is location specific and cannot be replicated elsewhere without significant adaptation;
3. Assessment of how service delivery improvements on the local level have contributed to community cohesion, measured through Gallup-UNDP surveys on semi-annual basis.

### ***Sustainability and Scaling Up***

The Public Utility Companies are accountable to the municipal assemblies and produce an annual work plan and report which are presented to the municipal assembly members at the end of each year when municipalities are planning budgets for the following year. Having in mind that the capacities vary between municipalities, the project will work closely with PUCs to make sure that this representation at municipal assemblies is not only about budgeting salaries but also budgeting for maintaining and improving equipment of PUCs, asset replacement and other necessary documentation.

All the equipment purchased and infrastructure works done will be transferred to municipalities/PUCs to be under their ownership and maintenance and this will be done in the following way:

1. UNDP transfer of titles modality – this ensure that the bank guarantee is provided either on municipal/PUC name, therefore if future problem arise they could act upon this bank guarantee;
2. Each provision of equipment will entail training on handling and maintaining these equipment thus proper usage of equipment is guaranteed;
3. By informing citizens of investments and doing specific visibility events the citizens/migrants will be informed of the progress and investment where collective engagement and involvement will be emphasized;

## **Project Management**

### ***Cost Efficiency and Effectiveness***

The Project will keep invest in detailed planning and designing so that the cost-effectiveness is achieved. Utilizing the experiences from the recovery from May 2014 floods, when UNDP constructed over 30 infrastructural objects<sup>9</sup>, the Project shall utilize all advantages at UNDP disposal, including simplified tendering, and use of existing data in local municipalities.

The Project may, if the new leadership in municipalities agree, combine resources from different sources (budgetary, loan or national transfers) to upscale the intervention. For instance, if the Project creates design, but has no funds to implement it, the Project can receive funds from other sources and implement activity, with full credit to the donor.

### ***Project Management***

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<sup>9</sup> [http://www.rs.undp.org/content/serbia/en/home/operations/projects/crisis\\_prevention\\_and\\_recovery/aaaaa.html](http://www.rs.undp.org/content/serbia/en/home/operations/projects/crisis_prevention_and_recovery/aaaaa.html)



The Project will be implemented from Belgrade, with UNDP office in Vranje providing the necessary services for activities to be implemented in Preševo. UNDP shall implement the activities under this Project in close coordination to other agencies working on local community support in Serbia, including the Divac foundation, but also combining resources with other Projects UNDP implements in support to local communities. UNDP shall ensure that there is no overlap of interventions and that interventions under the different projects are complementary and geographically disbursed.

## Results Framework<sup>10</sup>

<b>Intended Outcome as stated in the Country Programme Document:</b>							
By 2020, there is an effective enabling environment that promotes sustainable economic development, focused on an inclusive labour market and decent job creation.							
<b>Outcome indicators as stated in the Country Programme Document, including baseline and targets:</b>							
Growth and development are inclusive and sustainable, incorporating productive capacities that create employment and livelihoods for the poor and excluded.							
Indicator: Number of municipalities in the extremely underdeveloped group							
Baseline (2013): 46; Target (2020) 36							
<b>Applicable Output(s) from the UNDP Strategic Plan:</b>							
Outcome 6: Early recovery and rapid return to sustainable development pathways are achieved in post-conflict and post-disaster settings;							
Output 6.2. National and local authorities /institutions enabled to lead the community engagement, planning, coordination, delivery and monitoring of early recovery efforts;							
<b>Project title and Atlas Project Number:</b> <span style="background-color: #cccccc; border: 1px solid black; padding: 2px;"> </span>							
EXPECTED OUTPUTS	OUTPUT INDICATORS <sup>11</sup>	DATA SOURCE	BASELINE		TARGETS (by frequency of data collection)		DATA COLLECTION METHODS
			Value	Year	Year 1	Year 2	
<b>Output 1</b> <i>Better services delivered to migration affected communities and migrants</i>	<i>1.1 % increase of households with waste collection services;</i>	<i>Local administration information UNDP reports</i>	40-80% <sup>12</sup>	2015	<i>+10% increase compared to baseline data per municipality</i>	<i>+20% increase compared to baseline data per municipality</i>	<i>Field research; Analysis of administrative data;</i>
	<i>1.2 # of project designs for local service improvements;</i>	<i>Local administration information UNDP reports</i>	n/a	2015	<i>2 per municipality</i>	<i>1 per municipality</i>	<i>Spot check</i>
	<i>1.3. # of works for local service improvement implemented</i>	<i>Local administration information Construction documentation; UNDP reports</i>	2	2015	<i>1 per municipality</i>	<i>1 per municipality</i>	<i>Spot check</i>
	<i>1.4. % reduction in social distance towards migrants</i>	<i>Gallup—UNDP</i>	63% negative views	2016	<i>50% negative views</i>	<i>40% negative views</i>	<i>Survey</i>

<sup>10</sup> UNDP publishes its project information (indicators, baselines, targets and results) to meet the International Aid Transparency Initiative (IATI) standards. Make sure that indicators are S.M.A.R.T. (Specific, Measurable, Attainable, Relevant and Time-bound), provide accurate baselines and targets underpinned by reliable evidence and data, and avoid acronyms so that external audience clearly understand the results of the project.

<sup>11</sup> It is recommended that projects use output indicators from the Strategic Plan IRRF, as relevant, in addition to project-specific results indicators. Indicators should be disaggregated by sex or for other targeted groups where relevant.

<sup>12</sup> Aggregated average per municipality. To be confirmed during the inception phase in more detail.

**Monitoring And Evaluation**  
**Monitoring Plan**

<b>Monitoring Activity</b>	<b>Purpose</b>	<b>Frequency</b>	<b>Expected Action</b>	<b>Partners (if joint)</b>	<b>Cost (if any)</b>
<b>Track results progress</b>	Progress data against the results indicators in the RRF will be collected and analysed to assess the progress of the project in achieving the agreed outputs.	Semi-annually, or in the frequency required for each indicator.	Slower than expected progress will be addressed by project management.	n/a	N/a
<b>Monitor and Manage Risk</b>	Identify specific risks that may threaten achievement of intended results. Identify and monitor risk management actions using a risk log. This includes monitoring measures and plans that may have been required as per UNDP's Social and Environmental Standards. Audits will be conducted in accordance with UNDP's audit policy to manage financial risk.	Semi-annually	Initial risks have been identified by project developer.. Risks will be managed throughout the project cycle by deploying appropriate risk management responses and actions.	N/a	n/a
<b>Learn</b>	Knowledge, good practices and lessons will be captured regularly, as well as actively sourced from other projects and partners and integrated back into the project.	Annually	Relevant lessons will be captured by the project team and used to inform management decisions.	N/a	n/a
<b>Annual Project Quality Assurance</b>	The quality of the project will be assessed against UNDP's quality standards to identify project strengths and weaknesses and to inform management decision making to improve the project.	Annually	Areas of strength and weakness will be reviewed by project management and used to inform decisions to improve project performance.	N/a	n/a
<b>Review and Make Course Corrections</b>	Internal review of data and evidence from all monitoring actions to inform decision making.	Annually	Performance data, risks, lessons and quality will be discussed by the project board and used to make course corrections.	N/a	n/a
<b>Project Report</b>	A progress report will be presented to the Project Board and key stakeholders, consisting of progress data showing the results achieved	Annually, and at the end of the project (final report)		N/a	n/a

	against pre-defined annual targets at the output level, the annual project quality rating summary, an updated risk long with mitigation measures, and any evaluation or review reports prepared over the period.				
<b>Project Review (Project Board)</b>	The project's governance mechanism (i.e., project board) will hold regular project reviews to assess the performance of the project and review the Multi-Year Work Plan to ensure realistic budgeting over the life of the project. In the project's final year, the Project Board shall hold an end-of project review to capture lessons learned and discuss opportunities for scaling up and to socialize project results and lessons learned with relevant audiences.	Annually	Project Board will meet at least annually to review the progress and approve the plans. In case that budget, time and quality tolerances exceed, project board should meet to decide on corrective actions, if needed.	N/a	n/a

**Evaluation Plan<sup>13</sup>**

<b>Evaluation Title</b>	<b>Partners (if joint)</b>	<b>Related Strategic Plan Output</b>	<b>UNDAF/CPD Outcome</b>	<b>Planned Completion Date</b>	<b>Key Evaluation Stakeholders</b>	<b>Cost and Source of Funding</b>
Final Evaluation (UNDP and Divac foundation)	Divac Foundation	Output 6.2. National and local authorities /institutions enabled to lead the community engagement, planning, coordination, delivery and monitoring of early recovery efforts;	By 2020, there is an effective enabling environment that promotes sustainable economic development, focused on an inclusive labour market and decent job creation.	December 2017	Ministries in charge of: 1. Local self-government 2. Environment; 3. Commissariat on Refugees and Migrants or PIMO 4. Beneficiary municipalities	\$30,000  Project Budget

[END OF ATTACHMENT 2]

<sup>13</sup> Optional, if needed

## **ATTACHMENT 3: STANDARD PROVISIONS**

### **I. MANDATORY STANDARD PROVISIONS FOR COST-TYPE AWARDS TO PUBLIC INTERNATIONAL ORGANIZATIONS (PIOS)**

#### **1. Allowable Costs (April 2011)**

a. The recipient must use funds provided under the award for costs incurred in carrying out the purposes of the award which are reasonable, allocable, and allowable.

(1) “Reasonable” means the costs do not exceed those that would ordinarily be incurred by a prudent person in the conduct of normal business.

(2) “Allocable” means the costs are necessary to the award.

(3) “Allowable” means the costs are reasonable and allocable, and conform to any limitations set forth in the award.

b. The recipient is encouraged to obtain the Agreement Officer’s written determination in advance whenever the recipient is uncertain as to whether a cost will be allowable.

#### **2. Amendment (April 2011)**

The parties may amend the award by mutual agreement, by formal modifications to the basic award document, or by means of an exchange of letters between the Agreement Officer and the recipient.

#### **3. Nonliability (April 2011)**

USAID does not assume liability for any third party claims for damages arising out of the award.

#### **4. Notices (April 2011)**

Any notice given by USAID or the recipient will be sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax. Notices to USAID should be sent to the Agreement Officer at the address specified in the award and to any designee specified in the award. Notices to the recipient should be sent to the recipient’s address shown in the award or to such other address designated in the award.

Notices will be effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

#### **5. Payment (Letter of Credit) (April 2011)**

a. Payment under the award is completed through a Letter of Credit (LOC), in accordance with the terms and conditions of the LOC and any instructions issued by the USAID Bureau for Management, Office of the Chief Financial Officer, Cash Management and Payment Division (M/CFO/CMP).

b. As long as the LOC is in effect, the terms and conditions of the LOC and any instructions issued by M/CFO/CMP constitute the payment conditions of the award over any other payment clause of the award.

c. The recipient should have written procedures that minimize the time elapsing between the transfer of funds and disbursement by the recipient. The recipient must exercise prudent management of Federal funds by drawing only those funds that are required for current use. The timing and the amount of the drawdown must be as close as is administratively possible to the actual disbursements by the recipient for direct program or activity costs and the proportionate share of any allowable indirect costs.

d. Revocation of the LOC, in accordance with its terms and conditions, is at the discretion of M/CFO/CMP, after consultation with the Agreement Officer. Notification of revocation must be in writing and must specify the reasons for such action. If the LOC is revoked, payments may be made on a cost-reimbursement basis. For reimbursement, the recipient must submit to the USAID Controller an original and three copies of SF-1034, Public Voucher for Purchases and Services Other Than Personal ([http://contacts.gsa.gov/webforms.nsf/0/57675C8BB6CE880B85256A3F004125BD/\\$file/SF%201034.pdf](http://contacts.gsa.gov/webforms.nsf/0/57675C8BB6CE880B85256A3F004125BD/$file/SF%201034.pdf)), and SF-1035, Continuation of SF-1034 ([http://contacts.gsa.gov/webforms.nsf/0/213A354B84AE05B085256A81004632C8/\\$file/SF%201035.pdf](http://contacts.gsa.gov/webforms.nsf/0/213A354B84AE05B085256A81004632C8/$file/SF%201035.pdf)), normally once a month, but in any event no less than quarterly. Each voucher must be identified by the award number and must state the total costs for which reimbursement is being requested.

## **6. Audit and Records (UN) (April 2011) Amended for UNDP**

a. The recipient agrees to furnish the U.S. Government (USG) with a final report on activities carried out under the award, including accounting for award funds in sufficient detail to enable USAID to liquidate the award. The report must be submitted to the address specified in the award.

b. It is understood that financial records, including documentation to support entries on accounting records and to substantiate charges against the award, will be maintained in accordance with the recipient's usual accounting procedures, which must follow generally accepted accounting practices. The recipient must maintain such financial records for at least three years after the recipient's final disbursement of funds under the award

c. The recipient confirms that the award will be audited applying established procedures under appropriate provisions of the financial regulations and rules of UNDP. The recipient agrees to make available these audit reports to the USG in accordance with the UNDP Oversight Policy and relevant decisions of the UNDP Executive Board. The recipient also agrees to provide additional clarifications as may be reasonably requested by the USG with respect to questions arising from the audit report. In the event that USAID becomes aware of factors that would indicate a need for closer scrutiny of USAID-funded activities, these factors will be promptly brought to the attention of UNDP Office of Audit and Investigations to determine the need for a special purpose audit. The costs of such an audit shall be borne by the said activities.

## **7. Refunds (April 2011)**

a. If the recipient earns interest on Federal advances before expending the funds for program purposes, the recipient must remit the interest annually to USAID. Interest amounts up to \$250 per year may be retained by the recipient for administrative expenses.

b. Funds obligated by USAID, but not disbursed to the recipient before the award expires or is terminated will revert to USAID, except for funds committed by the recipient to a legally binding transaction applicable to the award. Any funds advanced to, but not disbursed by, the recipient before the award's expiration or termination must be refunded to USAID, except for funds committed by the recipient to a legally binding transaction applicable to the award.

c. If, at any time during the life of the award, or as a result of an audit, the Agreement Officer determines that USAID funds provided under the award have been expended for purposes not in accordance with the terms of the award, then the recipient must refund the amount to USAID.

## **8. Award Budget Limitations and Revisions (April 2011)**

a. The approved award budget is the financial expression of the recipient's program as approved during the award process. USAID is not obligated to reimburse the recipient for any costs incurred in excess of the total amount obligated under the award.

b. The recipient must immediately request approval from the Agreement Officer when there is reason to believe that, within the next 30 calendar days, a revision of the approved award budget will be necessary for any of the following reasons:

(1) To change the scope or the objectives of the program or to add any new activity.

(2) To revise the funding allocated among program objectives by more than ten percent (10%) of the total budget amount unless the award states otherwise.

(3) Additional funding is needed.

(4) The recipient expects the amount of USAID authorized funds to exceed its needs by more than \$20,000 or ten percent (10%) of the USAID award, whichever is greater.

b. The recipient will not be obligated to continue performance under the award (including actions under the "Termination Procedures" provision) or otherwise to incur costs in excess of the amount obligated under the award, unless and until the Agreement Officer notifies the recipient in writing that the obligated amount has been increased and specifies the new award total amount.

## **9. Termination Procedures (April 2011)**

The award may be terminated by either party, in whole or in part, at any time with 30 days written notice of termination. After receiving a termination notice from the Agreement Officer, the recipient must take immediate action to cease all expenditures financed by the award and to cancel all unliquidated obligations if possible. The recipient may not enter into any additional obligations under the award after receiving the notice of termination, other than those reasonably necessary to effect the close out of the award. Except as provided below, no further reimbursement will be made after the effective date of termination. As soon as possible, but in any event no later than 120 days after the effective date of termination, the recipient must repay to USAID all unexpended USAID funds that are not otherwise obligated by a legally binding transaction applicable to the award. If the funds paid by USAID to the recipient before the effective date of termination are not sufficient to cover the recipient's obligations under a legally binding transaction, then the recipient may submit a written claim for such amount to USAID within 120 days after the effective date of termination. The Agreement Officer will determine the

amount(s) to be paid by USAID to the recipient under the claim in accordance with the “Allowable Costs” provision of the award.

**10. Financial Management, Procurement, and Evaluation (April 2011)**

To the extent not inconsistent with other provisions of the award, USAID and the recipient understand that funds made available to the recipient must be administered in accordance with the recipient’s own financial rules and regulations, and that the recipient will follow its own procurement and evaluation policies and procedures.

**11. Dispute Resolution (April 2011)**

USAID and the recipient will use their best efforts to amicably settle any dispute, controversy, or claim that results from, or relates to, the award.

**12. Title to and Disposition of Property (April 2011)**

Ownership of equipment, supplies, and other property purchased with funds under the award will vest in the recipient during the life of the award. Disposition of excess property financed under the award will be made in consultation with USAID and, where applicable, the host government of the country in which the activities financed under the award take place or other recipient organizations.

**13. USAID Disability Policy and UN Convention on the Rights of Persons with Disabilities Assistance (April 2011)**

a. The principles of the present UN Convention on the Rights of Persons with Disabilities include promoting: (1) respect for inherent dignity, individual autonomy including the freedom to make one’s own choices, and independence of persons; (2) nondiscrimination; (3) full and effective participation and inclusion in society; (4) respect for difference and acceptance of persons with disabilities as part of human diversity and humanity; (5) equality of opportunity; (6) accessibility; (7) equality between men and women; and (8) respect for the evolving capacities of children with disabilities. The full text of the Convention can be found at the following Web site: <http://www.un.org/disabilities/documents/convention/convoptprot-e.pdf>.

b. USAID requires that the recipient not discriminate against persons with disabilities in the implementation of USAID-funded programs and make every effort to respect the principles of the Convention on the Rights of Persons with Disabilities in performing the program under the award. One of the objectives of the USAID’s Disability Policy is to engage other

U.S. Government agencies, host country counterparts, governments, implementing organizations, and other donors in fostering a climate of nondiscrimination against people with disabilities. To that end, and to the extent it can accomplish this goal within the scope of the program objectives, the recipient should demonstrate a comprehensive and consistent approach for including men, women, and children with disabilities.

**14. Terrorist Financing Clause (UN) (April 2011)**

Consistent with numerous United Nations Security Council resolutions, including

S/RES/1269 (1999) ([http://www.undemocracy.com/S-RES-1269\(1999\).pdf](http://www.undemocracy.com/S-RES-1269(1999).pdf)),



S/RES/1368 (2001) ([http://www.undemocracy.com/S-RES-1368\(2001\).pdf](http://www.undemocracy.com/S-RES-1368(2001).pdf)), and S/RES/1373 (2001) ([http://www.undemocracy.com/S-RES-1373\(2001\).pdf](http://www.undemocracy.com/S-RES-1373(2001).pdf)), both USAID and the recipient are firmly committed to the international fight against terrorism, and in particular, against the financing of terrorism. It is the policy of USAID to seek to ensure that none of its funds are used, directly or indirectly, to provide support to individuals or entities associated with terrorism. In accordance with this policy, the recipient undertakes to use reasonable efforts to ensure that none of the USAID funds provided under the award are used to provide support to individuals or entities associated with terrorism.

## **II. REQUIRED AS APPLICABLE STANDARD PROVISIONS FOR COST-TYPE AWARDS TO PUBLIC INTERNATIONAL ORGANIZATIONS**

### **1. Prohibition on Police Assistance (April 2011)**

No funds or other support provided under the award may be used for support to any police, prison authority, or other security or law enforcement forces.

### **2. Prohibition on Assistance to Military or Paramilitary (April 2011)**

No funds or other support provided under the award may be used for support to any military or paramilitary force or activity.

### **3. Publications and Media Releases (April 2011)**

- a. If the recipient intends to identify USAID's contribution to any publication, video, or other information/media product resulting from the award, the product must state that the views expressed by the author(s) do not necessarily reflect those of USAID. Acknowledgements must identify the sponsoring USAID Bureau/Independent Office or Mission and the U.S. Agency for International Development substantially as follows.

“This [publication, video, or other information/media product (specify)] was made possible through support provided by the Office of \_\_\_\_\_, Bureau for \_\_\_\_\_, U.S. Agency for International Development, under the terms of Award No. \_\_\_\_\_. The opinions expressed in this [publication, video, or other information/media product] are those of the author(s) and do not necessarily reflect the views of the U.S. Agency for International Development.”

- b. The recipient must provide USAID with one copy of all published works developed under the award and with lists of other written works produced under the award.
- c. Except as otherwise provided in the terms and conditions of the award, the author or the recipient is free to copyright any books, publications, or other copyrightable materials developed in the course of or under the award, but USAID reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the work for U.S. Government purposes.

### **4. Reporting of Foreign Taxes (UN) (April 2011)**

The recipient is not subject to taxation of activities implemented under the award based on its privileges and immunities as a public international organization (PIO). However, should it be obligated to pay value-added taxes or customs duties related to the award, the recipient must notify the USAID Agreement Officer's Technical Representative (AOTR).

**5. Foreign Government Delegations to International Conferences (April 2011)**

Funds provided under the award may not be used to finance the travel, per diem, hotel expenses, meals, conference fees, or other conference costs for any member of a foreign government's delegation to an international conference sponsored by a public international organization, unless approved by the Agreement Officer.

**6. Standards for Accessibility for Persons with Disabilities in USAID Assistance Awards Involving Construction (Standard) (April 2011)**

The recipient must ensure that in all construction or substantial renovation activities appropriate measures are taken, including compliance with, inter alia, host country standards for accessibility, the International Building Code (IBC) and Article 9 and other requisite articles under the UN Convention on the Rights of Persons with Disabilities (<http://www.un.org/disabilities/documents/convention/convoptprot-e.pdf>), to ensure to persons with disabilities access, on an equal basis with others, to the physical environment, to transportation, to information and communications, including information and communications technologies and systems, and to other facilities and services open or provided to the public, both in urban and in rural areas.

**[END OF ATTACHMENT 3]**

**[END OF GRANT: AID-169-IO-16-00001]**