LETTER OF AGREEMENT BETWEEN THE UNITED NATIONS DEVELOPMENT PROGRAMME AND COUNTRY COORDINATING MECHANISM SOUTH SUDAN ON THE IMPLEMENTATION OF "CAPACITY BUILDING, GOVERNANCE AND OVERSIGHT OF HEALTH SYSTEMS IN SOUTH SUDAN"

The CCM Chair,

- 1. Reference is made to the consultations between officials of the United Nations Development Programme (hereinafter referred to as "UNDP") in South Sudan and officials of Country Coordinating Mechanism of South Sudan (hereinafter referred to as "CCM") with respect to the realization of activity in the implementation of the project 00108958 UNDP Support to the CCM (Capacity Development, Governance and Oversight).
- 2. In accordance with the Concept Note and with the following terms and conditions, we confirm our acceptance of the activities to be provided by the CCM towards the project, as specified in Attachment 2: Description of Activities (hereinafter referred to as Attachment 2: "Description of Activities"). Close consultations will be held between the CCM and UNDP on all aspects of the Activities.
- 3. The CCM shall carry out all activities under this agreement with due diligence and efficiency, and in accordance with UNDP financial rules and regulations under the Zero Cash payment modality.
- 4. In carrying out the activities under this Letter, the personnel and sub-contractors of the CCM shall not be considered in any respect as being the employees or agents of UNDP. UNDP does not accept any liability for claims arising out of acts or omission of the CCM or its personnel, or of its contractors or their personnel, in performing the Activities or any claims for death, bodily injury, disability, damage to property or other hazards that may be suffered by the CCM and its personnel as a result of their work pertaining to the Activities.
- 5. Any subcontractors, including NGOs under contract with the CCM, shall work under the supervision of the designated official of the CCM. These subcontractors shall remain accountable to the CCM for the manner in which assigned functions are discharged.
- 6 Upon signature of this Letter, UNDP will make payments on behalf of the *CCM*, according to the requests for direct support that will be submitted for the various activities.
- 7. UNDP shall not make any financial commitments or incur any expenses which would exceed the budget for the Activities as set forth in Attachment 3.

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The CCM shall regularly consult with UNDP concerning the status and use of funds and shall promptly advise UNDP any time when the CCM is aware that the budget to carry out these activities is insufficient to fully implement the project in the manner set out in the Attachment 2. UNDP shall have no obligation to provide the CCM with any funds or to make any reimbursement for expenses incurred by the CCM in excess of the total budget as set forth in Attachment 3.

- 8. The *CCM* shall provide UNDP with periodic reports on the progress and completion of CCM Activities and achievement of deliverables and targets set forth in the Work plan. At a minimum, the CCM agrees to provide the reports set forth in this Article 8.
- 8.1 The CCM shall provide UNDP with a report in the form and substance acceptable to UNDP within fifteen (15) days after the end of each of the periods indicated in paragraph 8.3 below ("Integrated Quarterly Report"). The integrated quarterly reports shall reflect: (i) the financial activity during the quarter in question and cumulatively from the beginning of Project Activities until the end of the reporting period, and (ii) a description of progress toward completion of Project Activities and achievement of deliverables and performance targets set forth in the Work Plan. The CCM shall explain in the report any variation between the planned and actual performance of the activities and achievement of the deliverables and performance targets for the period in question set forth in the Work Plan.
- 8.2 The CCM shall include in the financial section of the Quarterly Reports: (i) a list of expenses incurred by the CCM in connection with CCM Activities over the quarter in accordance with the categories indicated in the Work Plan; (ii) any Income accrued during the quarter in question and cumulatively from the beginning of CCM Activities until the end of the reporting period; (iii) where applicable, reasons for the variance between the approved budget and actual expenses during the quarter.
- 8.3. The Integrated Quarterly Reports shall cover the following time periods and shall be due on the following dates:

Period Covered By Report	Report Due Date
Jan. 1 - Mar. 31	Apr. 15
Apr. 1 - Jun 30	July.15

8.4. The *CCM* shall not accept refunds from suppliers of CCM Resources procured by UNDP. The CCM shall report to UNDP any offer of such a refund. In the event that the CCM receives a refund for CCM Resources that the CCM procured directly, it shall report such a refund in the financial section of the Quarterly Report as a reduction of disbursements in the category to which it relates.

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- 8.5 In addition to the quarterly reports, the CCM shall provide to UNDP, not later than one month after the end of the Project Activities, the CCM Activities ending date or the termination of this Agreement, whichever is earlier, a final report on the Project Activities and include a final financial report on the use of the CCM funds, and CCM Activities more generally. The report shall also include a list of non-expendable equipment purchased by the CCM and all relevant audited or certified financial statements and records related to such Activities, as appropriate, pursuant to UNDP Financial Regulations and Rules.
- 9. Equipment and supplies that may be furnished by UNDP or procured through UNDP funds will be disposed in accordance with UNDP assets management rules and regulations.
- 10. Any changes to the Concept Note which would affect the work being performed by the CCM in accordance with Attachment 2 shall be recommended only after consultation between the parties.
- 11. For any matters not specifically covered by this Letter, the Parties would ensure that those matters shall be resolved in accordance with the appropriate provisions of the Concept Note and any revisions thereof and in accordance with the respective provisions of the Financial Regulations and Rules of UNDP.
- 12. The arrangements described in this Letter will remain in effect until the end of the project, or the completion of activities of the CCM according to Attachment 2, or until terminated in writing (with 30 days' notice) by either party.
- 15. Any balance of funds that is undisbursed and uncommitted after the conclusion of the Activities shall be forfeited to UNDP and cannot be claimed after the end of this Agreement.
- 16. Any amendment to this Letter shall be effected by mutual agreement, in writing,
- 17. All further correspondence regarding this Letter, other than signed letters of agreement or amendments thereto should be addressed to Dr. Kamil Kamaluddeen, Country Director UNDP South Sudan, UNDP Compound, Juba, South Sudan.
- 18. The CCM shall keep the UNDP Country Director/Resident Representative fully informed of all actions undertaken by them in carrying out this Letter.
- 19. UNDP may suspend this Agreement, in whole or in part, upon written notice, should circumstances arise which jeopardize successful completion of the Activities.

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- Any dispute between the UNDP and the CCM arising out of or relating to 20. 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.
- If you are in agreement with the provisions set forth above, please sign 21. and return to this office two copies of this Letter. Your acceptance shall there by constitute the basis for the CCM participation in the implementation of the project.

Yours sincerely. Signed on behalf of UNDP Dr. Kamil Kamaluddeen, Country Director

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Signed on behalf of the CCM Republic of South Sudan

Dr. Kediende Chong. CCM Chairperson

Date:

Attachment 2

DESCRIPTION OF ACTIVITIES

Project number: 00108958 Project title: UNDP Support to CCM (Capacity Building, Governance and Oversight of the Health System in South Sudan)

Activities to be undertaken by the Country Coordinating Mechanism (CCM)

Objective 1: To strengthen CCM governance and ensure implementation of the improvement plan

- To undertake CCM induction.
- Reinstallation of CCM website
- Design and share materials for effective information sharing with stakeholders
- Attend regional meetings and trainings/workshops
- CCM engagements at national and state levels with the parliamentarians and senior government officials
- Support women groups to share information in implementation and delivery of services funded by GF

Objective 2: To strengthen the CCM oversight in overseeing the new grant implementation

- Support implementation of dashboard to strengthen CCM oversight role
- Consultancy and volunteer facilitation
- Operations support

Special terms and conditions of this letter of agreement (a-b)

- **a.** Approximately 60% of the budget is towards CCM oversight under which the CCM will ensure that the PR dashboard is installed and consultancy and volunteer facilitations undertaken. The CCM shall provide quarterly reports. This report shall be a detailed integrated and financial report as per the format in which UNDP prescribes
- **b**. In order to fulfill the reporting requirements of UNDP, in addition to the quarterly reports, the CCM shall provide reports for all trainings/workshops/missions undertaken. The CCM will also provide copies of minutes held with all stakeholders

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Attachment 3

CCM Budget

Budg et	Description	Unit Cost	Quantity/ No. of		Freque ncy	Total Cost in USD
Line		in USD	Pax	of Days		
	CCM GOVERNANCE					
1.1	CCM Induction					
	Hall Hire	200	1	6	1	1,200
	Return ticket for 1 CCM Alternate Member Wau - Juba - Wau	550	1	1	1	550
	DSA for 1 Alternate	221	1	8	1	1,768
	Transport Refund	10	20	6	1	1,200
						4,718
1.2	Re-Installation of CCM Website					
	Website Designer	1200	1	1	1	1,200
	Web- Master	300	1	1	1	300
	Registration Cost	400	1	1	1	400
20	Maintenance Cost	400	1	1	1	400
						2,300
1.3	Design and share materials for effective information sharing with stakeholders					
	Printing of Folders, leaflets/ flyers and pull ups/Calendars	10	200	1	1	2,000
	Distribution/ shipment	0	250	1	1	0
	Radio Talk Show	0	1	1	1	0
	TV Talk shows (twice a year)	300	1	1	2	600
	Newspapers Advertisements	100	1	1	2	200
				Vine and the	2	2,800
1.4	Regional Meetings & Trainings/ Workshops (Leadership & Governance, Planning and Oversight)					
	Return Ticket	1000	2	1	1	2,000
	Visa	100	2	1	1	200
	Terminal Cost	38	2	4	1	304
	DSA	250	2	4	1	2,000
						4,504
1.5	CCM engagements at national and State levels with the Parliamentarians and senior Government Officials to understand CCM processes and solicit their participation and contribution to institutional development of CCM processes in South Sudan.					
	Hall Hire	200	1	1	2	400
	Lunch	15	25	1	2	750
	Tea Break 2x	6	25	2	2	600
	Transport Refund	10	25	1	2	500

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	Return Ticket	550	3	1	1	1,650
	DSA	202	3	3	1	1,818
						5,718
.6	Support the Youth & Women groups to share info on implementation and delivery of Services funded by GF					
	Hall Hire	200	1	1	1	200
	Refreshments & Tea Break	6	50	2	1	600
-	Water	2	50	2	1	200
	Lunch	15	50	1	1	750
	Transport Refund	10	50	1	1	500
						2,250
	Sub-Total Sub-Total	Fiching				22,290
2	CCM Oversight					
2.1	Support Installation of PR Dashboard for strengthening CCM Oversight role (This is Phase one funded through UNDP while similar support will be provided by PSI for phase two)					
	Consultants fee	600	1	5	1	3,000
	DSA	221	1	5	1	1,105
	Hall Hire	200	1	5	1	1,000
	Lunch	15	15	5	1	1,125
	Tea Break	5	15	5	2	750
	Return Tickets for consultant	1000	1	1	1	1,000
	Visa and Alien Registration	110	1	1	1	110
	Sub-total					8,090
2.2	Consultancy & Volunteer Facilitation					
	Communication Officer Facilitation	.1000	1	6	1	6,000
	TA to Support CCM	2000	1	6	1	12,000
	Admin & Finance Assistance (Volunteer Facilitation)	0	1	6	1	0
	Driver Volunteer Facilitation	0	1	6	1	0
	Sub-total Sub-total					18,000
2.3	Operations Support and Office Administration Costs					
	Maintenance of Office equipment/ supplies services	200	1	2	1	400
	Communication Airtime	100	5	1	6	3,000
	Internet subscription and Refilling	50	5	1	6	1,500
	stationaries (Note books, pens, files, folders, cartridge, A4 papers)	500	1	1	2	1,000
	Spare Parts and Tyres for the CCM Vehicle	350	5	1	1	1,750

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Labor cost for CCM Vehicle Maintenance	250	1	1	1	250
Monthly Service for the Vehicles	225	1	6	1	1,350
Fuel for the Vehicles	1	80	6	4	1,920
Office Utilities and Cleaning Services	75	1	6	1	450
Sub-Total					11,620
Sub-Total					37,710
Total Grant					60,000

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Republic of South Sudan Country Coordinating Mechanism CCM Workplan January - June 2018

OBJECTIVE	ACTIVITY	January	February	March	April	May	Jun	PERFORMANCEINDICATOR	Means of Verification	RESPONSIBILTY
		W1 W2 W3 W4 W1		W1 W2 W3 W4	W1 W2 W3 W4	W2 W3 W4 W1 W2 W3 W4	W1 W2 W3 W4			
	CCM GOVERNANCE									
To stengthen CCM governance and ensure implementation of the impression of the impre	1.1 CCM Induction							CCM Induction conducted	Meeting Minutes	CCM coordinator
	1.2 Reinstatlation of CCM Website							CCM Website reinstalled	CCM Website	CCM Communication Officer
	1.3 Design and share materials for effective information sharing with stakeholders							Number of communication materials, developed and shared	Communication materias	CCM Communication Officer
	1.4 Regional Meetings & Trainings/ Workshops							Number of Regional Meetings attended	Trip Reports	CCM Representative
	1.5 CCM engagemnets at national and State levels with the parliamentarians and serior government officials							Number engagements held at national and Engagement Reports	d Engagement Reports	CCM coordinator/ secretariat staff
	1.6 Support Women group to share info in implementation and delivery of services funded by GF	by GF						Women Engagemnet meeting held	Engagement Reports	CCM coordinator/ secretariat staff
	CCM OVERSIGHT									
To strengthen the CCM oversight in overseeing the new garnt implementation	2.1 Support implementtaion of Dasi							PR Dashboard Installed	Monthly Dashorad Reports shared and discussed	CCM OSC & Secretraiat
	2.2 Consultancy & Volunteer Facilitation							Number of TA recruted		CCM
	2.3 Operations support									CCM Secretariat

CONCEPT NOTE

Country Coordinating Mechanism (CCM) South Sudan Capacity Building, Governance and Oversight Support Plan January – June 2018

1. Introduction and background

The Country Coordinating Mechanism (CCM) South Sudan is a national multi-sectoral body established to coordinate and facilitate the Global Fund activities to Fight HIV/AIDS, Tuberculosis and Malaria Programmes. It was founded in 2006

The main purpose of CCM is to ensure that the Global Fund grants to South Sudan are efficiently and effectively managed to provide healthcare services to citizens. Other functions of the CCM include;

- To establish structures and systems to support the organisation and management of the GF grants
- b. To coordinate the writing of the national concept notes for the GF grant funding through a well facilitated concept note development process
- c. To select one or more appropriate organisations to act as Principle Recipient (PR) for the GF grants
- d. To oversee the implementation of activities under the GF approved grants and to conduct other relevant oversight activities
- e. To harmonise GF assistance and other development and health assistance programs in support of national priorities for the three diseases
- f. To ensure effective communication between the SS-CCM, Civil Society Constituencies, Development Partners, Private Sector, GF, and other stakeholders by creating reports/minutes and information about GF activities.

From 2006 to 2015, CCM South Sudan has overseen implementation of four grants namely, HIV, Tuberculosis, Malaria, and Health Systems Strengthening (HSS). During this period, the CCM provided the full oversight function as well as coordination and supervision of activities of GF projects in the country.

The CCM is currently represented by 10 constituencies which includes Government, National and International NGOs, Faith-based organizations, Private Sector, People Living with HIV, Key Affected Population, Bilateral & Multilateral Agencies.

In December 2016, a successful Eligibility Performance Assessment (EPA) Exercise was conducted and a Performance Improvement Plan was developed. One of the recommendations was the

inclusion of Women constituency in the CCM to align with the CCM Evolution Campaign and also abide with the new strategy of Global Fund in promoting and protecting human rights and gender equality.

2. Rationale

The rationale of this project supported by UNDP is to prepare the CCM for the forthcoming Eligibility Performance Assessment (EPEA). This will be achieved through capacity development, governance and oversight activities and the implementation of the performance Improvement plan (PIP)

3. Objectives of the plan

The main objective of this project is to strengthen governance and implement the performance improvement plan. In addition, the project aims to strengthen oversight capacity of the CCM through technical support for effective coordination.

A number of activities will be undertaken to achieve the above objectives, the CCM will undertake the following activities from January to June 2018;

- a. CCM Induction exercise for the new CCM members and secretariat staff
- Re-installation of the CCM Website for better communication and sharing of information with stakeholders
- c. Participation of South Sudan in Regional Meetings
- d. CCM engagements with senior government officials and parliamentarians at all levels to solicit their contribution to institutional development of CCM in South Sudan.
- e. Installation of PR Dashboard for strengthening CCM Oversight role
- f. Constituency engagement activities for women to address gender balance of the CCM
- g. Technical support to improve planning and implementation capacity of the CCM
- h. Payment for Consultancy and Volunteers for CCM and it's secretariat

4. Expected outcomes

The expected outcomes of the plan are as follows:

- a. Induction of CCM members conducted
- b. CCM website re-installed and fully functional
- c. Materials for effective communication designed and shared with all stakeholders

- d. Training in leadership, governance, planning and oversight attended
- e. CCM engagement meetings conducted as per work plan
- f. Phase 1 PR dashboard installation completed

5. Mechanism for Monitoring of the CCM Plan

The CCM Secretariat will coordinate the work plan and ensure implementation of all CCM activities with direct supervision of CCM Chair and Vice Chair.

The CCM secretariat will,

- a. Share CCM implementation reports
- b. Upload activities reports on the GF Platform
- c. Hold monthly meetings of the oversight to follow up on the implementation of the activities.

Appendix 1: Work Plan

Please see "CCM Work plan Jan - Jun 2018.".