# STANDARD LETTER OF AGREEMENT BETWEEN UNDP AND THE GOVERNMENT FOR THE

#### PROVISION OF SUPPORT SERVICES

# HOW TO USE THIS LETTER OF AGREEMENT

- This agreement is used to provide appropriate legal coverage when the UNDP country office provides support services under national execution.
- This agreement must be signed by a governmental body or official authorised to confer full legal coverage on UNDP. (This is usually the Minister of Foreign Affairs, the Prime Minister for Head of State.) The UNDP country office must verify that the government signatory has been properly authorised to confer immunities and privileges.
- A copy of the signed standard letter will be attached to each PSD and project document requiring such support services. When doing this, the UNDP country office completes the attachment to the standard letter on the nature and scope of the services and the responsibilities of the parties involved for that specific PSD/project document.
- The UNDP country office prepares the letter of agreement and consults with the regional bureau in
  case either of the parties wishes to modify the standard text. After signature by the authority
  authorised to confer immunities and privileges to UNDP, the government keeps one original and the
  UNDP country office the other original. A copy of the agreement should be provided to UNDP
  headquarters (BOM/OLPS) and the regional bureau.

### Dear Mr. Cedric Nelom.

- 1. Reference is made to consultations between officials of the Government of *Republic of Suriname* (hereinafter referred to as "the Government") and officials of UNDP with respect to the provision of support services by the UNDP country office for nationally managed programmes and projects. UNDP and the Government hereby agree that the UNDP country office may provide such support services at the request of the Government through its institution designated in the relevant project document, as described below.
- 2. The UNDP country office may provide support services for assistance with reporting requirements and direct payment. In providing such support services, the UNDP country office shall ensure that the capacity of the Government-designated institution is strengthened to enable it to carry out such activities directly. The costs incurred by the UNDP country office in providing such support services shall be recovered from the budget of the project.
- 3. The UNDP country office may provide, at the request of the designated institution, the following support services for the activities of the programme/project:
- (a) Identification and/or recruitment of project and programme personnel;
- (b) Identification and facilitation of training activities;
- (c) Procurement of goods and services:
- 4. The procurement of goods and services and the recruitment of project and programme personnel by the UNDP country office shall be in accordance with the UNDP regulations, rules, policies and procedures. Support services described in paragraph 3 above shall be detailed in an annex to the project document, in the form provided in the Attachment hereto. If the requirements for support services by the country office change during the life of the project, the annex to the project document will be revised with the mutual agreement of the UNDP resident representative and the designated institution.

- 5. The relevant provisions of the Agreement between the Republic of Suriname and the United Nations Development Programme April 1978 (the "SBAA"), including the provisions on liability and privileges and immunities, shall apply to the provision of such support services. The Government shall retain overall responsibility for the nationally managed programme or project through its designated institution. The responsibility of the UNDP country office for the provision of the support services described herein shall be limited to the provision of such support services detailed in the annex to the project document.
- Any claim or dispute arising under or in connection with the provision of support services by the UNDP country office in accordance with this letter shall be handled pursuant to the relevant provisions of the SBAA.
- 7. The manner and method of cost-recovery by the UNDP country office in providing the support services described in paragraph 3 above shall be specified in the annex to the project document.
- 8. The UNDP country office shall submit progress reports on the support services provided and shall report on the costs reimbursed in providing such services, as may be required.
- Any modification of the present arrangements shall be effected by mutual written agreement of the parties hereto.
- 10. If you are in agreement with the provisions set forth above, please sign and return to this office two signed copies of this letter. Upon your signature, this letter shall constitute an agreement between your Government and UNDP on the terms and conditions for the provision of support services by the UNDP country office for the referenced nationally managed projects.

Yours sincerely,

Signed on behalf of UNDP

Armstrong Alexis
Deputy Resident Representative

For the National Institute

For Environment and Development in Suriname

Mr. Cedric Nelom 26 August 2016

### Attachment

# DESCRIPTION OF UNDP COUNTRY OFFICE SUPPORT SERVICES

- 1. Reference is made to consultations between *National Institute for Environment and Development*, the institution designated by the Government of *Suriname* and officials of UNDP with respect to the provision of support services by the UNDP country office for the nationally managed project "Minamata Initial Assessment for Suriname 00095987".
- 2. In accordance with the provisions of the letter of agreement signed on 26 August 2016 and the programme support document "Minamata Initial Assessment for Suriname 00095987", the UNDP country office shall provide support services for the *Project* as described below in Annex 1.
- 3. Support services to be provided: As described in annex 1

4. Description of functions and responsibilities of the parties involved:
As per project document "Minamata Initial Assessment for Suriname 00095987"