

**STANDARD LETTER OF AGREEMENT BETWEEN
THE UNITED NATIONS DEVELOPMENT PROGRAMME AND
MINISTRY OF TOURISM AND ENVIRONMENTAL AFFAIRS
TO CARRY OUT ACTIVITIES
WHEN UNDP PROVIDES SUPPORT SERVICES TO THE GREENING THE RALEIGH FITKIN
MEMORIAL HOSPITAL DEMONSTRATION PROJECT IN MANZINI, ESWATINI**

Dear Mr. Hlophe,

1. Reference is made to the consultations between officials of the United Nations Development Programme (hereinafter referred to as "UNDP") in Eswatini with respect to the realization of activities by Ministry of Tourism and Environmental Affairs in the implementation of the UNDP support services to the project **Greening the Raleigh Fitkin Memorial Hospital demonstration project in Manzini, Eswatini**, as specified in Attachment 1: Project Document, to which UNDP has been selected as a responsible party.

2. In accordance with the LOA signed between the government implementing partner and UNDP for support services and with the following terms and conditions, we confirm our acceptance of the activities to be provided by Ministry of Tourism and Environmental Affairs towards the project, as specified in Attachment 2: Description of Activities (hereinafter referred to as "Activities"). Close consultations will be held between Ministry of Tourism and Environmental Affairs and UNDP on all aspects of the Activities.

3. The Ministry of Tourism and Environmental Affairs shall be fully responsible for carrying out, with due diligence and efficiency, all Activities in accordance with its Financial Regulations and Rules.

4. In carrying out the activities under this Letter, the personnel and sub-contractors of Ministry of Tourism and Environmental Affairs 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 Ministry of Tourism and Environmental Affairs 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 Ministry of Tourism and Environmental Affairs, and its personnel as a result of their work pertaining to the Activities.

5. Any subcontractors, including NGOs under contract with Ministry of Tourism and Environmental Affairs, shall work under the supervision of the designated official of Ministry of Tourism and Environmental Affairs. These subcontractors shall remain accountable to Ministry of Tourism and Environmental Affairs] for the manner in which assigned functions are discharged.

6. Upon signature of this Letter, UNDP will make payments to Ministry of Tourism and Environmental Affairs, according to the schedule of payments specified in Attachment 3: Schedule of Activities, Facilities and Payments.

7. Ministry of Tourism and Environmental Affairs shall not make any financial commitments or incur any expenses which would exceed the budget for the Activities as set forth in Attachment 3. Ministry of Tourism and Environmental Affairs shall regularly consult with UNDP concerning the status and use of funds and shall promptly advise UNDP any time when Ministry of Tourism and Environmental Affairs 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 Ministry of Tourism and Environmental Affairs with any funds or to make any reimbursement for expenses incurred by Ministry of Tourism and Environmental Affairs in excess of the total budget as set forth in Attachment 3.

8. The Ministry of Tourism and Environmental Affairs shall submit a cumulative financial report each quarter (31 March, 30 June, 30 September and 31 December). The report will be

submitted to UNDP through the UNDP Country Director or UNDP Resident Representative within 30 days following those dates. The format will follow the standard UNDP expenditure report [a model copy of which is provided as Attachment 4]. UNDP will include the financial report by the Ministry of Tourism and Environmental Affairs in the financial report for [number and title of project].

9. The Ministry of Tourism and Environmental Affairs shall submit such progress reports relating to the Activities as may reasonably be required by the project manager in the exercise of his or her duties.

10. The Ministry of Tourism and Environmental Affairs shall furnish a final report within 6 months after the completion or termination of the Activities, including a list of non-expendable equipment purchased by the Ministry of Tourism and Environmental Affairs and all relevant audited or certified financial statements and records related to such Activities, as appropriate, pursuant to its Financial Regulations and Rules.

11. Equipment and supplies that may be furnished by UNDP or procured through UNDP funds will be disposed as agreed, in writing, between UNDP and the Ministry of Tourism and Environmental Affairs.

12. Any changes to the LOA between the government implementing partner and UNDP for support services which would affect the work being performed by the Ministry of Tourism and Environmental Affairs in accordance with Attachment 2 shall be recommended only after consultation between the parties.

13. For any matters not specifically covered by this Letter, the Parties would ensure that those matters shall be resolved in accordance with the appropriate provisions of the LOA for support services and any revisions thereof and in accordance with the respective provisions of the Financial Regulations and Rules of the Ministry of Tourism and Environmental Affairs and UNDP.

14. The arrangements described in this Letter will remain in effect until the end of the project, or the completion of Activities according to Attachment 2, or until terminated in writing (with 30 days notice) by either party. The schedule of payments specified in Attachment 3 remains in effect based on continued performance by the Ministry of Tourism and Environmental Affairs unless it receives written indication to the contrary from UNDP.

15. Any balance of funds that is undispersed and uncommitted after the conclusion of the Activities shall be returned within 90 days to UNDP.

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

17. All further correspondence regarding this Letter, other than signed letters of agreement or amendments thereto should be addressed to Ms. Rose K. Ssebatindira UNDP Resident Representative PO Box 261, Mbabane, Kingdom of Eswatini 4th floor, UN House Somhlolo Road, Mbabane, ESWATINI

18. The Ministry of Tourism and Environmental Affairs shall keep the UNDP Country Director/Resident Representative fully informed of all actions undertaken by them in carrying out this Letter.

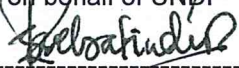
19. UNDP may suspend this Agreement, in whole or in part, upon written notice, should circumstances arise which jeopardize successful completion of the Activities.

20. Any dispute between the UNDP and the Ministry of Tourism and Environmental Affairs arising out of or relating to this Letter which is not settled by negotiation or other agreed mode of settlement, shall, at the request of either party, be submitted to a Tribunal of three arbitrators.

Each party shall appoint one arbitrator, and the two arbitrators so appointed shall appoint a third arbitrator, who shall be the chairperson of the Tribunal. If, within 15 days of the appointment of two arbitrators, the third arbitrator has not been appointed, either party may request the President of the International Court of Justice to appoint the arbitrator referred to. The Tribunal shall determine its own procedures, provided that any two arbitrators shall constitute a quorum for all purposes, and all decisions shall require the agreement of any two arbitrators. The expenses of the Tribunal shall be borne by the parties as assessed by the Tribunal. The arbitral award shall contain a statement of the reasons on which it is based and shall be final and binding on the parties.


21. If you are in agreement with the provisions set forth above, please sign and return to this office two copies of this Letter. Your acceptance shall thereby constitute the basis for your Ministry of Tourism and Environmental Affairs participation in the implementation of the project.

Yours sincerely,
Signed on behalf of UNDP



Rose K. Ssebatindira
UNDP Resident Representative

Signed on behalf of the Ministry of Tourism and Environmental Affairs



Mr. John Hlophe
Principal Secretary

Attachment 1

PROJECT DOCUMENT

[Greening RFM Hospital Signed Prodoc.pdf](#)

Attachment 2

DESCRIPTION OF ACTIVITIES

Project number:
 Project title: Greening the Raleigh Fitkin Memorial Hospital demonstration project in Manzini, Eswatini
 Results to be achieved by Ministry of Tourism and Environmental Affairs

Component/Key Activity Results	Year 2020				Responsible Party	Planned Budget	Source of Funds	Budget Description	Amount (Euros)
	Q1	Q2	Q3	Q4					
Activity and Subactivity									
Activity 1.1: Undertake project preparatory activities									
1.1.1	Prepare final specifications for the equipment and tender documents				ENEA/UNDP	IMELS			-
1.1.2	Certify specifications by Engineer				ENEA/UNDP	IMELS	71200	Contractual Services	10,000.00
1.1.3	Select contractors and suppliers of equipment and appliances				ENEA/UNDP	IMELS			-
1.1.4	Prepare Social and Environmental Impact and application submission for permit as well as finalization of SES				ENEA/UNDP	IMELS	71200	Contractual Services	40,000.00
1.1.5	Process electricity power generation and distribution licenses				ENEA/UNDP	IMELS			27,000.00
								Subtotal	77,000.00
Activity 1.2: Installation of a 1-MW photovoltaic power plant including battery storage and a transmission line connecting the RFM Hospital									

1.2.1	Design the PV power plant and its auxiliary installations				UNDP/RFM/MNRE/E NEA/ IRENA	IMELS	72100 - Contractual Services - Companies	50,000.00
1.2.2	Certify the design of the PV power plant and its auxiliary installations				UNDP/RFM/MNRE/E NEA/ IRENA	IMELS	72100 - Contractual Services - Companies	50,000.00
1.2.3	Contract contractor to install the PV power plant, battery storage system, step up/step down transformers and transmission lines				UNDP/RFM/MNRE/E NEA/ IRENA	IMELS		-
1.2.4	Install a PV power plant				UNDP/RFM/MNRE/E NEA/ IRENA	IMELS	72100 - Contractual Services - Companies	600,000.00
1.2.5	Install a battery storage system				UNDP/RFM/MNRE/E NEA/ IRENA	IMELS	72100 - Contractual Services - Companies	523,000.00
1.2.6	Install step up/down transformers				UNDP/RFM/MNRE/E NEA/ IRENA	IMELS	72100 - Contractual Services - Companies	200,000.00

1.2.7	Construct and install MV line to distribute power from PV power plant to the RFM Hospital main switchboard				UNDP/RFM/MNRE/E NEA/ IRENA	IMELS	72100 - Contractual Services - Companies	100,000.00
1.2.8	Certify all stages of the installation process by Engineer				UNDP/RFM/MNRE/E NEA/ IRENA		71400 - Contractual Services - Individual	100,000.00
							Subtotal	1,623,000.00
Activity 1.3: Replacement of energy inefficient lighting, heating and cooling systems								
1.3.1	Establish performance parameters for the lighting, heating and cooling systems				RFM/MNRE / ENEA /IRENA	IMELS	71400 - Contractual Services - Individual	20000
1.3.2	Validate established performance parameters				RFM/MNRE / ENEA /IRENA	IMELS	75700 - Training, Workshops and Conference	10000
1.3.3	Initiate procurement process for the supply of the equipment according to approved standards				RFM/MNRE / ENEA /IRENA	IMELS	72100 - Contractual Services - Companies	0
1.3.4	Replace high energy bulbs and fittings with LEDs lamps				RFM/MNRE / ENEA /IRENA	IMELS	72100 - Contractual Services - Companies	40000

1.3.5	Replace old electric heaters with high efficiency heat pumps					RFM/MNRE / ENEA /IRENA	IMELS	72100 - Contractual Services - Companies	70,000.00
1.3.6	Replace coal boiler by high efficiency heat pumps					RFM/MNRE / ENEA /IRENA	IMELS	72100 - Contractual Services - Companies	70,000.00
1.3.7	Certify procured systems against established standards					RFM/MNRE / ENEA /IRENA	IMELS	71400 - Contractual Services - Individual	10,000.00
Subtotal									220,000.00
Activity 2.1: Design a functional monitoring and reporting system on reduced energy demand, CO2 emissions as well as associated energy cost savings; replication									
2.1.1	Establish a baseline of energy consumption prior to the installation of energy efficient appliances and devices and the PV power plant and a baseline of energy costs (electricity bill, coal costs, diesel costs and maintenance of the coal boiler and back-up diesel generator) prior to the installation of energy efficient appliances and devices and the PV power plant					RFM/MTEA/MNRE/U NDP/ENE/IRENA	IMELS	71300-National Consultant	40,000.00
2.1.2	Select and compile indicators for monitoring energy consumption and associated costs and greenhouse gas emission levels					RFM/MTEA/MNRE/U NDP/ENE/IRENA	IMELS	75700- Workshops and learning (partner)	

2.1.3	Design and implement a monitoring system to track and document emission trends, energy demand levels and energy costs at the RFM Hospital						RFM/MTEA/MNRE/UNDP/ENEAI/IRENA	IMELS	75700-Workshops and learning (partner)	5,000.00
2.1.4	Monitor and report data on energy consumption and costs and Greenhouse gas emissions particularly CO2 emissions						RFM/MTEA/MNRE/UNDP/ENEAI/IRENA	IMELS	75700-Workshops and learning (partner)	5,000.00
								Subtotal	50,000.00	
Activity 2.2: Document results of the pilot on benefits of improved access to clean and renewable energy shared with relevant stakeholders both in the public and private to raise awareness and promote replication of the project and uptake of use of clean renewable energy systems and technologies.										
2.2.1	Capture and document lessons and good practices from the implementation of the project and the key lessons and experiences						MNRE/MTEA/UNDP	IMELS	71300-National Consultant	5,000.00
2.2.2	Devise the best media of knowledge sharing to the key stakeholders						MNRE/MTEA/UNDP	IMELS		10,000.00
2.2.3	Produce knowledge products on the cost-benefits of using renewable energy technologies / systems and efficient appliances and share among public and private sector relevant stakeholders using different multi-media channels						MNRE/MTEA/UNDP	IMELS	71300-National Consultant	20,000.00
2.2.4	Provide on-the-job and formal training for local professionals and expertise from public and private sectors on use of renewable energy and energy efficient systems by encouraging the contractor to engage local people in the						MNRE/MTEA/UNDP	IMELS	75700-Workshops and learning (partner)	5,000.00

	implementation greening activities												
2.2.5	Develop a case study and conduct guest lectures at higher learning institutions					MNRE/MTEA/UNDP			IMELS		71200-International consultant		5,000.00
2.2.6	Raise awareness and share knowledge with local actors in the clean energy sector					MNRE/MTEA/UNDP			IMELS		75700-Workshops and learning (partner)		5,000.00
											Subtotal		50,000.00
Activity 2.3: Develop a strategy and plan for replicating of this project to other public and private hospitals, government institutions and other service facilities and implement the plan in partnership with the government													
2.3.1	Document evidence-based lessons and experiences on the project cost-benefits					MNRE//MTEA/UNDP			IMELS		71300-National Consultant		5,000.00
2.3.2	Document the demonstration project through reports etc.					MNRE//MTEA/UNDP			IMELS				-
2.3.3	Create a web presence					MNRE//MTEA/UNDP			IMELS				5,000.00
2.3.4	Undertake study tours for relevant stakeholders					MNRE//MTEA/UNDP			IMELS		71600-Travel		30,000.00
2.3.5	Establish the potential for replication (market assessment) and develop a replication strategy					MNRE//MTEA/UNDP			IMELS		71300-National Consultant		5,000.00
2.3.6	Mobilise resources for replication of the demonstration project to other hospitals					MNRE//MTEA/UNDP			IMELS				
											Subtotal		45,000.00
Activity 3.1: Monitoring and Evaluation													
3.1.1	Quarterly reviews and reporting					MNRE//MTEA/UNDP			IMELS				10,000.00

3.1.2	Mid Term & Terminal Evaluation				UNDP/external	IMELS	71400- Contractual services	20,000.00
Subtotal								30,000.00
Activity 3.2 Project Management Coordination								
3.2.1	Project Manager				UNDP	IMELS	71400 - Contractual Services - Individual	35,000.00
3.2.2	Admin and Finance Officer				UNDP	IMELS		25,000.00
3.2.3	Implementation support costs				UNDP	IMELS		45,000.00
Subtotal								105,000.00
GrandTotal								2,200,000.00
GMS								
	8% of the total project budget				UNDP	IMELS		176,000.00
GMS Subtotal								176,000.00
Project Costs and GMS								
	Total Project Budget				UNDP	IMELS		2,376,000.00
Grand Total Project Costs and GMS								2,376,000.00

Attachment 3

Scheduled of Activities, Facilities and Payments

Year _____

EXPECTED CP OUTPUTS and indicators including annual targets	PLANNED ACTIVITIES <i>List all activities to be undertaken during the year towards stated outputs</i>	Timeframe				Planned Budget		Schedule of payments by UNDP			
		Q1	Q2	Q3	Q4	Budget Description	Amount	Q1	Q2	Q3	Q4
Signature solution # 5. Close the energy gap Cross-cutting - Signature solution 6. Strengthen gender equality and the empowerment of women and girls.	Workshop to validate established performance parameters					75700 - Training, Workshops and Conference	10,800.00				
	Meetings to design and implement a monitoring system to track and document emission trends, energy demand levels and energy costs at the RFM Hospital					75700-Workshops and learning (partner)	5,400.00				
	Meetings to monitor and report data on energy consumption and costs and Greenhouse gas emissions particularly CO2 emissions					75700-Workshops and learning (partner)	5,400.00				
	Capture and document lessons and good practices from the implementation of the project and the key lessons and experiences					71300-National Consultant	5,400.00				
	Devising the best media of knowledge sharing to the key stakeholders						10,800.00				
	Production of knowledge products on the cost-benefits of using renewable energy technologies / systems and efficient appliances and share among public and private sector relevant stakeholders using different multi-media channels					71300-National Consultant	21,600.00				
	Provision of on-the-job and formal training for local professionals and expertise from public and private sectors on use of renewable energy and energy efficient systems by encouraging the contractor to engage local people in the implementation greening activities					75700-Workshops and learning (partner)	5,400.00				
	Preparation of a case study and conduct guest lectures at higher learning institutions					71200-International consultant	5,400.00				



	Awareness raising and share knowledge with local actors in the clean energy sector						75700-Workshops and learning (partner)	5,400.00			
	Documentation of evidence-based lessons and experiences on the project cost-benefits						71300-National Consultant	5,400.00			
	Creation of web presence							5,400.00			
	Establishment of potential for replication (market assessment) and develop a replication strategy						71300-National Consultant	5,400.00			
	Quarterly reviews and reporting							10,800.00			
							Total	102,600			

Note:

- Expenditures for personnel services may be limited to salary, allowances and other entitlements, including the reimbursement of income taxes due and travel costs on appointment to the project, duty travel within the programme country or region and repatriation costs.
- Adjustments within each of the sections may be made in consultation between UNDP and [the Government ministry/institution/GO]]. Such adjustments may be made if they are in keeping with the provisions of the Programme Support/Project Document and if they are found to be in the best interest of the project.

Attachment 4

MODEL UNDP EXPENDITURE REPORT

Period _____

EXPECTED CP OUTPUTS and indicators including annual targets	PLANNED ACTIVITIES <i>List all activities to be undertaken during the year towards stated outputs</i>	Planned Budget		Payments and Expenditures		
		Budget Description	Amount	Payments received	Expenditures	Balance
Signature solution # 5. Close the energy gap Cross-cutting - Signature solution 6. Strengthen gender equality and the empowerment of women and girls.	Workshop to validate established performance parameters	75700 - Training, Workshops and Conference	10,800.00			
	Meetings to design and implement a monitoring system to track and document emission trends, energy demand levels and energy costs at the RFM Hospital	75700- Workshops and learning (partner)	5,400.00			
	Meetings to monitor and report data on energy consumption and costs and Greenhouse gas emissions particularly CO2 emissions	75700- Workshops and learning (partner)	5,400.00			
	Capture and document lessons and good practices from the implementation of the project and the key lessons and experiences	71300- National Consultant	5,400.00			
	Devising the best media of knowledge sharing to the key stakeholders		10,800.00			




	Production of knowledge products on the cost-benefits of using renewable energy technologies / systems and efficient appliances and share among public and private sector relevant stakeholders using different multi-media channels	71300- National Consultant	21,600.00			
	Provision of on-the-job and formal training for local professionals and expertise from public and private sectors on use of renewable energy and energy efficient systems by encouraging the contractor to engage local people in the implementation greening activities	75700- Workshops and learning (partner)	5,400.00			
	Preparation of a case study and conduct guest lectures at higher learning institutions	71200- International consultant	5,400.00			
	Awareness raising and share knowledge with local actors in the clean energy sector	75700- Workshops and learning (partner)	5,400.00			
	Documentation of evidence-based lessons and experiences on the project cost-benefits	71300- National Consultant	5,400.00			
	Creation of web presence		5,400.00			

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	Establishment of potential for replication (market assessment) and develop a replication strategy	71300-National Consultant	5,400.00			
	Quarterly reviews and reporting		10,800.00			
		Total	102,600			