

**STANDARD LETTER OF AGREEMENT BETWEEN
THE UNITED NATIONS DEVELOPMENT PROGRAMME AND
INTERNATIONAL ORGANIZATION FOR MIGRATION
ON THE IMPLEMENTATION OF TOKTEN PROJECT**

HOW TO USE THIS LETTER

- This Letter is used when a UN agency cooperates with UNDP to carry out activities when UNDP serves as an implementing partner. Such direct implementation by UNDP is permitted only in exceptional circumstances based on Executive Board Decision 98/2 (see para. 8(g)), UNDP Financial Rule 117.03 and Regulation 17.05.
- UNDP, as implementing partner, prepares this Letter in consultation the UN agency concerned (the signatories to the Letter of Agreement).
- Pursuant to Financial Rule 117.03, UNDP has to ensure that in directly implementing the project/programme mentioned in this Letter, the policies and procedures governing the use of resources by UNDP under Chapter F of its Financial Regulations and Rules shall be applicable.
- After counter-signature by UNDP, UNDP keeps one original and provides the UN Agency with the other original.

TERMINOLOGY

1. This Agreement utilizes the harmonized terminology in line with the revised financial regulations and rules (FRR) which have introduced new/redefined terms as follows:
 - a. 'Execution' is the overall ownership and responsibility for UNDP programme results at the country level which is exercised by the government, through the Government Coordinating Agency by approving and signing the Country Programme Action Plan (CPAP) with UNDP. Therefore, all activities falling within the CPAP are nationally executed.
 - b. 'Implementation' is the management and delivery of programme activities to achieve specified results, specifically the mobilization of UNDP programme inputs and their use in producing outputs that will contribute to development outcomes, as set forth in the Annual Work Plans (AWPs).

These two terms are elaborated under the Legal Framework section of the Programme and Project Management Section of the POPP.

2. It is important to note that at the level of project management, the terms "execution" under the non-harmonized operational modalities, including global and regional projects and "implementation" under the harmonized operational modalities have the same meaning, i.e. management and delivery of project activities to produce specified outputs and efficient use of resources. Therefore, this Agreement uses the term "implementation" in line with the "harmonized operational modalities" to cover also at the project level the term "execution" under the non-harmonized operational modalities. More specifically, all references to "Executing Agency" have been replaced with "Implementing Partner".
3. When using this Letter of Agreement in non-harmonized or non-CPAP countries, change the following terms as follows:
 - a. Execution instead of Implementation
 - b. Executing Entity instead of Implementing Partner

Your Excellency,

1. Reference is made to the consultations between officials of the United Nations Development Programme (hereinafter referred to as "UNDP") in Chad and officials of IOM (hereinafter referred to as the "UN agency") with respect to the provision of services by *the UN agency* in the implementation of the TOKTEN project, as specified in Attachment 1: Project Document, to which UNDP has been selected as implementing partner.
2. In accordance with the Project Document and with the following terms and conditions, we confirm our acceptance of the services to be provided by *IOM* towards the project, as specified in Attachment 2: Description of Services (hereinafter referred to as "Services"). Close consultations will be held between *IOM* and UNDP on all aspects of the Services.
3. *IOM* shall use its best efforts to ensure that personnel recruited for the project are of the highest standards of efficiency, competence, and integrity.
4. *IOM* shall be fully responsible for the provision; with due diligence and efficiency, of all services performed by its personnel and for ensuring that all relevant *IOM regulations and rules* are complied with and that the principles of competitive bidding are observed.
5. In carrying out the activities under this Letter, *IOM* shall be considered as having the legal status of an independent contractor vis-à-vis UNDP. The personnel and sub-contractors of *IOM* 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 *IOM* or its personnel, or of its contractors or their personnel, in performing the Services under the project or any claims for death, bodily injury, disability, damage to property or other hazards that may be suffered by *IOM*, and its personnel as a result of their work pertaining to the project.
6. As implementing partner, UNDP shall retain overall responsibility for the project and shall designate a project manager.
7. The personnel assigned by *the UN agency* to the project, and under contract with *IOM* shall work under the supervision of the project manager. The supervisory arrangements shall be determined in mutual consultation between UNDP and *IOM* and described in the relevant terms of reference of the personnel. These personnel shall remain accountable to *IOM* for the manner in which assigned functions are discharged under *IOM regulations and rules*.
8. In the event of disagreement between the project manager and the project personnel of *IOM*, the project manager shall refer the matter under dispute to *IOM* for the purpose of finding a satisfactory solution. In the interim, the decisions of the project manager shall prevail.
9. Any subcontractors, including NGOs assigned by *IOM* to the project, and under contract with *IOM*, shall work under the supervision of the designated official of *IOM*. These subcontractors shall remain accountable to *IOM* for the manner in which assigned functions are discharged.
10. Upon signature of this Letter and pursuant to the budget and the work plan of the Project Document, UNDP will make payments to *IOM*, according to the schedule of payments specified in Attachment 3: Schedule of Services, Facilities and Payments.
11. *IOM* shall not make any financial commitments or incur any expenses which would exceed the budget for implementing the project as set forth in the Project Document. *IOM* shall regularly consult with UNDP concerning the status and use of funds and shall promptly advise UNDP any time when *IOM* is aware that the budget to carry out these Services is insufficient to fully implement the project in the manner set out in the Project Document. UNDP shall have no obligation to provide *IOM* with any funds or to make any reimbursement for expenses incurred by *IOM* in excess of the total budget as set forth in the Project Document.

12. IOM shall maintain separate accounts, records and supporting documentation relating to the project, including funds received and disbursed by *the UN agency*.
13. IOM 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 IOM in the financial report for TOKTEN Project.
14. IOM shall submit such progress reports relating to the project as may reasonably be required by the project manager in the exercise of his or her duties.
15. IOM shall submit annually to UNDP audited or certified statement of accounts showing the status of the funds provided to it by UNDP.
16. IOM shall provide UNDP with an annual report of non-expendable equipment purchased by IOM for the project. The report shall be submitted within 30 days following 31 December, and shall be included by UNDP in the main inventory for the project.
17. IOM shall furnish a final report within 12 months after the completion or termination of the project, including all relevant audited or certified financial statements and records related to such project.
18. Title to any equipment and supplies that may be furnished by UNDP or procured through UNDP funds shall rest with UNDP until such time as ownership thereof is transferred. Except for equipment whose title has been transferred, all other equipment shall be returned to UNDP at the conclusion of the project. Such equipment, when returned to UNDP, shall be in the same condition as when delivered to IOM, subject to normal wear and tear. IOM shall be liable to compensate UNDP for equipment determined to be damaged or degraded beyond normal wear and tear.
19. Any changes to the Project Document which would affect the work being performed by IOM in accordance with Attachment 2 shall be recommended only after consultation between the parties.
20. For any matters not specifically covered by this Letter, the appropriate provisions of the Project Document and revisions thereof and the appropriate provisions of the Financial Regulations and Rules of UNDP shall apply.
21. The arrangements described in this Letter will remain in effect until the end of the project, or the completion of activities of IOM according to Attachment 3, 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 IOM unless it receives written indication to the contrary from UNDP.
22. Any balance of funds that is unspent and uncommitted after the conclusion of the project shall be returned to UNDP.
23. Any amendment to this Letter shall be effected by mutual agreement, in writing,
24. All further correspondence regarding this Letter, other than signed letters of agreement or amendments thereto should be addressed to Tetsuo Kondo, *UNDP Country Director*.
25. IOM shall keep the UNDP Country Director/Resident Representative fully informed of all actions undertaken by them in carrying out this Letter.
26. Except as provided in paragraph 8 above, any dispute between the UNDP and IOM arising out of or relating to this Letter which is not settled by negotiation or other agreed mode of settlement, shall, at the request of either party, be submitted to a Tribunal of three arbitrators. Each party shall appoint one


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

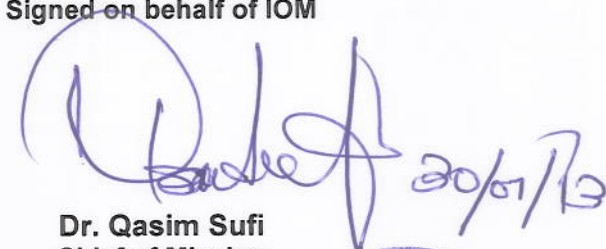
27. If you are in agreement with the provisions set forth above, please sign and return to this office two copies of this Letter. Your acceptance shall thereby constitute the basis for IOM's participation in the implementation of the project.

Yours sincerely,

Signed on behalf of UNDP

Signed on behalf of IOM


Tetsuo Kondo
Country Director


Dr. Qasim Sufi
Chief of Mission

Date:

30 / 01 / 2013



Date:

