STANDARD LETTER OF AGREEMENT BETWEEN UNDP AND THE IMPLEMENTING PARTNER FOR THE PROVISION OF SUPPORT SERVICES UNDER PROJECT TITLE:

Thailand's Domestic Preparation for Post-2020 Contributions

Dear Mr. Chinnavaso,

- 1. Reference is made to consultations between officials of Office of Natural Resources and Environmental Policy and Planning, under the Ministry of Natural Resources and Environment (hereinafter referred to as "Implementing Partner") and officials of UNDP with respect to the provision of support services by the UNDP country office for nationally managed project titled "Thailand's Domestic Preparation for Post-2020 Contributions" or "Post-2020" (UNDP Award ID 00079104, Project ID 89204). UNDP and Implementing Partner hereby agree that the UNDP country office may provide such support services at the request of Implementing Partner in the project document as described below.
- 2. The UNDP country office may provide support services for assistance with activities as specified in the Project Document and direct payment. In providing such support services, the UNDP country office shall ensure that the capacity of the Implementing Partner will be strengthened to enable it to carry out such activities directly. The costs incurred by the UNDP country office in providing such support services are to be recovered from the administrative budget of the project.
- 3. The UNDP country office shall provide, at the request of the Implementing Partner, the following support services for the activities of the 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 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 the form provided in the Attachment hereto. If the requirements for support services by the country office change during the life of a project, the Attachment is revised with the mutual agreement of the UNDP resident representative and the Implementing Partner.
- 5. The relevant provisions of the Agreement between the United Nations Special Fund, signed between the Royal Thai Government and the United Nations Special Fund on 4 June 1960, including the provisions on liability and privileges and immunities, shall apply to the provision of such support services. The Implementing Partner shall retain overall responsibility for the nationally managed project. 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.
- 6. 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 Special Fund to Thailand.

¹ Pending the finalization of the Standard Basic Assistance Agreement (SBAA) between UNDP and the Implementing Partner, the Agreement between the United Nations Special Fund will govern the technical assistance provided by UNDP Thailand under UNPAF (United Nations Partnership Framework), 2012-2016

- 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 Attachment.
- 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.
- 9. 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 the Implementing Partner and UNDP on the terms and conditions for the provision of support services by the UNDP country office for nationally managed project.

Yours sincerely,

Signed on behalf of UNDP

Luc Stevens
UN Resident Coordinator
UNDP Resident Representative

Date:

25 July 2014

For Implementing Partner

Mr. Kasemsun Chinnavaso

Secretary-General

Office of Natural Resources and Environmental Policy and Planning

(ONEP)

Ministry of Natural Resources and Environment

Date: 2 July 2014

Attachment 1

DESCRIPTION OF UNDP COUNTRY OFFICE SUPPORT SERVICES

1. Reference is made to consultations between Office of Natural Resources and Environment Policy and Planning ("ONEP") and officials of UNDP with respect to the provision of support services by the UNDP country office for the nationally managed project Thailand's Domestic Preparation for Post-2020 Contributions" or "Post-2020" (Award ID: 00079104, Project ID 89204).

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3. Support services requested to be provided by UNDP Thailand

	Support services	Schedule for the provision of the support services	Cost to UNDP of providing such support services (where appropriate)	Amount and Method of Reimbursement of UNDP (where appropriate)
1.	Recruitment of and/or remuneration to project staff	Will be determined during the inception phase.	Use of UNDP's Universal Price List (current)	Will be deducted from the project budget.
2.	Hiring of local consultants	Will be determined during the inception phase.		
3.	Procurement of goods and services	Will be determined during the inception phase.		
4.	Organization of meetings and workshops			
5.	Direct payments to vendors	As and when payment instruction is received from MNRE		

- 1. Assistance may consist of any other form which may be agreed by the Government and UNDP.
- 2. Description of functions and responsibilities of the parties involved:
 - a. MNRE to determine the type of services to be provided by UNDP, in line with the AWPs;
 - b. MNRE will be consulted by UNDP in the process of providing the support services;
 - c. UNDP will conduct the provision of the services using UNDP's procurement/recruitment/financial rules;
 - d. UNDP will update MNRE quarterly, on the cost of the provision of the services.

3. All the decisions related to the support services provided by UNDP shall be made upon agreement/approval of the government.

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4. The Environment Unit of UNDP Thailand, together with The Operations Support Team of UNDP Asia-Pacific and Regional Centre will be responsible to provide support services as referred under the above-mentioned support services to be provided. The reimbursement cost of support services by UNDP Thailand, in relation to activity implementation and/or deliver the outputs, which are beyond the UNDP roles of general project oversight and monitoring as well as reporting to donor, will be considered as the project direct cost. The cost of these support services will be analyzed on semi-annual basis, based on the actual time spent of UNDP Thailand staff and charged to TNC-BUR project accordingly.

The support services cost provided by the Operations Support Team will be recorded to the project budget as per transactions, based on established UNDP policies.