



United Nations Development Programme
Country: Netherlands Antilles
Project Document



Project Title: Capacity Development for Nation Building in the Netherlands Antilles)

UNDAF Outcome(s): Not applicable

Expected Output(s): Institutional Strengthening and Capacity Development in the Netherlands Antilles

Executing Entity: Government of the Netherlands Antilles

Implementing Agencies: Department for Development Cooperation in the Netherlands Antilles (DEVCO)

Brief Description

In different referenda held in the Netherlands Antilles (NA) (Bonaire, Curacao, Saba, St. Eustatius and St. Maarten), the citizens of this federation agreed on a different constitutional arrangement within the Kingdom of the Netherlands. Various meetings initiated since 2005 resulted in an agreement between the Netherlands and the Netherlands Antilles which dismantles the Netherlands Antilles Federation. The island territories St. Maarten and Curacao will become self governed countries within the Kingdom of the Netherlands while the island territories Bonaire, Saba and St. Eustatius will become overseas territories within the Kingdom of the Netherlands. The preparations and consultations for the new constitutional arrangements within the Kingdom of the Netherlands are at an advanced stage and still ongoing. This process of fundamental change presents challenges for government officials. This project will assist senior public servants to manage this change process, prepare them for new responsibilities of negotiating with multilateral organisations, assess the development status of the new countries and develop tools and capacity for data management.

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| Programme Period: | June 2009 – June 2010 |
| Key Result Area (Strategic Plan) | _____ |
| Atlas Award ID: | _____ |
| Start date: | July 2009 |
| End Date | June 2010 |
| PAC Meeting Date | 06/05/2009 |
| Management Arrangements | National Implementation |

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| Total resources required | USD 354,116.50 |
| Total allocated resources: | _____ |
| • Regular | _____ |
| • Other: | _____ |
| o Donor | _____ |
| o Donor | _____ |
| • Government | 330,950 |
| o UNDP Cost recovery 23,166.50: 7% GMS | |
| In-kind Contributions | _____ |

Agreed by (Government) _____

Emily de Jongh- Elhage, Prime Minister of the Netherlands Antilles

Agreed by (Executing Entity): _____

Ralph James, Director, Department of Development Cooperation

Agreed by (UNDP): _____

Marcia De Castro, UNDP Resident Representative

I. Situation Analysis:

The Constitutional reform process in the Netherlands Antilles presents great changes and challenges for government officials. These constitutional changes mean that the existing institutions will cease to exist and that new institutions will replace them. This "dismantling of the Netherlands Antilles" requires that new institutions be created and that government officials be trained to adapt to and function in new situations. The civil servants have to prepare themselves to deal with the possible consequences resulting from the future constitutional changes in the NA, and this includes the efficient transfer of existing institutional knowledge, tasks and responsibilities to the new entities. The government of the NA is very committed to the dismantling and therefore requested all governmental departments and institutions to act responsibly in order to assure a smooth handover to the new countries being created. The Department for Development Co-operation which is an arm of the federal Government of the Netherlands Antilles is assisting the Government of the Netherlands Antilles in its preparation for this transition.

The core tasks of the Department for Development Cooperation are:

1. Develop, formulate and execute federal policy for development in general and for fostering cooperative relationships with several donors, in particular, the European Union and the UNDP.
2. Execute and lead qualitative and quantitative policy supportive activities in relation to issues concerning development cooperation.
3. Coordinate, develop, execute, monitor and evaluate programmes and projects.
4. Advice and support governmental and non-governmental entities in relation to development, financing, execution, monitoring and evaluation of programmes and projects.
5. Represent the government at meetings with bilateral and multilateral partners in development cooperation.

DEVCO is also responsible for transferring its tasks, information, knowledge and responsibilities to the new country entities in all the five islands of the federation. This process is ongoing in accordance with a plan prepared by DEVCO. In this regard the Department also needs some assistance to archive its data and to systematise the transfer of its tasks and responsibilities in an efficient manner.

In addition to the task of dismantling the federal Government, federal government public officials are also endeavouring to assist in building capacity in the countries to access support from the multilateral system and to contribute to an assessment of the state of development of the individual countries through the preparation of a

Millennium Development Goals Report and the creation of national socio-economic databases. DEVCO is seeking the assistance of UNDP to provide support in these three major initiatives that are critically important to good governance and nation building.

II. **Strategy:**

The main objectives of this project are:

- To facilitate an efficient transfer of tasks and responsibilities from federal government to new country governments including to the new countries (Country Curacao, Country St. Maarten) and archive data
- To develop capacity in the new countries for interacting with multi lateral organisations;
- To conduct an assessment of the state of development in the five islands of the Netherlands Antilles through the preparation of an MDG report and the development of capacity for data management

During the implementation of this programme the cooperation between DEVCO and the UNDP will be crucial for achieving the set goals. UNDP will provide Country Office support to this nationally executed project (NIM0) to achieve the objectives as set out above. .

Active participation of key personnel like project officers of DEVCO, representatives of Curacao and St. Maarten who are responsible for the coordination and implementation of finance, social and economic development and planning activities is important as they will become part of the new entities. Where relevant or needed, specialized technical expertise will be hired to assist DEVCO in the implementation of the various aspects of the project. For the preparation of an MDG Report for the five islands and establishment of databases for Curacao and St. Maarten technical support will be required..

Some important partnerships are required for successful project implementation including ongoing partnerships with the EU and other multi-lateral organisations. An important part of the strategy for the project will be to take advantage of the opportunity created by this transition to new countries to open a new relationship with the UN System in accordance with the guidelines set out within the UN Reform documents. The joint rather than individual UN agency responses will make for greater effectiveness in accessing the resources of the UN and ease the bureaucratic burden on these small countries. In the case of the EU, the project will seek to build knowledge for accessing financing windows within the organisation.

The dismantling of the federation and the creation of two self governed countries and three dependent territories also provides an opportunity for a review of the development status of each island and the creation of baseline data. The project will seek to do this through the preparation of an MDG Report for all five islands and the creation of a national socio-economic database for the countries of Curacao and St Maarten. These tasks will be undertaken with technical assistance and support from UNDP.

In executing this project a communication strategy will be developed to ensure that all parties are kept informed of the objectives and results of the project.

II. RESULTS AND RESOURCES FRAMEWORK

| Intended Outcome as stated in the Country Programme Results and Resource Framework: There is no CPD for this country | | | | |
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| Outcome indicators as stated in the Country Programme Results and Resources Framework, including baseline and targets: | | | | |
| Not relevant | | | | |
| Applicable Key Result Area (from 2008-11 Strategic Plan): Poverty and the MDGS | | | | |
| Partnership Strategy: Partnerships with the UN System organisations will be important. | | | | |
| Project title and ID (ATLAS Award ID): Capacity Development for Nation Building in the Netherlands Antilles | | | | |
| INTENDED OUTPUTS | OUTPUT TARGETS FOR (YEARS) | INDICATIVE ACTIVITIES | RESPONSIBLE PARTIES | INPUTS |
| <p>Output 1 Baseline: The Federal Government will cease to exist. New entities/countries will be formed.</p> <p>1 Output: Capacity built for transitioning from federal to country level in the areas of change management, and data transfer and archiving</p> | <p>Targets (year 1) 65 key government officials from the relevant government institutions Curacao and St Maarten. trained</p> <p>Target Yr 2 – DEVCO data archived</p> | <p>2 Organize two change management workshops for key government officials</p> <ul style="list-style-type: none"> ▪ Change management training/workshop for the civil servants in St. Maarten ▪ Change management training/workshop for the civil servants in Curacao ▪ Source and recruit expert for archiving of data ▪ Upgrading and Registration of the Archives in DEVCO | <p>Department for Development Cooperation in the Netherlands Antilles (DEVCO)</p> <p>Island authorities</p> <p>DEVCO</p> <p>DEVCO</p> | <ul style="list-style-type: none"> • T.A. • Financial contribution <p>Consultant's fees and travel US\$8,500</p> <p>Logistics – US\$2,500</p> <p>Consultant's fees and travel US\$8,500</p> <p>Logistics – US\$2,500</p> <p>Participants travel –</p> |

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| <p>Output 2 Baseline: Government officials have limited expertise of the operations and procedures for accessing support from the multi –lateral agencies.</p> <p>1 Output: Capacity for negotiating with multilateral organisations. developed among the civil servants in the Netherlands Antilles</p> <p>-</p> | <p>Targets (year 1) At least 20 government officials trained in procedures to access EU funding.</p> | <p>Preparation of Communications Plan</p> <p>Organize training and workshops for key government officials in the funding opportunities of the Community Programmes Seminar/Workshop on the opportunities presented by the Community Programmes.</p> <ul style="list-style-type: none"> ▪ Training of the civil servants of the NA in accessing funding from the EU of the Community Programmes in the following areas: <ul style="list-style-type: none"> - Education and Training Programmes - Competitiveness and Innovation Framework - The Seventh Framework Programme - Cultural and Audiovisual Programmes - The Human Resource Training Programme in Japan | <p>Department for Development Cooperation in the Netherlands Antilles (DEVCO)</p> <p>Country authorities</p> | <p>US\$7,000 Consultant's fees US\$35,000 Consultant's fees etc US\$8,000</p> <ul style="list-style-type: none"> • T.A. • Financial contribution <p>Consultant's fees and logistics US\$7,150</p> |
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| | <p>At least 20 civil servants from Curacao and St. Maarten are familiar with procedures to access UN System planning and programming</p> <p>Targets (year 1, 3rd & 4th quarters)</p> <p>At least 15 government officials will be trained in MDG issues for which one or two workshops will be organized.</p> | <p>Workshop on capacity development for interacting with the reformed UN System.</p> <ul style="list-style-type: none"> ▪ Workshop on MDG's and MDG reporting ▪ Preparation of MDG Report <p>MDG team members will attend regional MDG meetings and one visit to The Netherlands</p> | | <p>Travel and per diem for 2 UN staff US\$4,000.00</p> <p>Venue and participant travel US\$9,600.00</p> |
| <p>Output 3</p> <p>Baseline: No MDG report exists nor is there a systematised socio-economic database for the islands within the current federation.</p> <p>Output: Completed national on MDG report and creation of socio-economic databases for Curacao and St Maarten.</p> | | <ul style="list-style-type: none"> • T.A. • Financial contribution • Purchase of software <p>Consultant MDG Workshop US\$7,500</p> <p>Venue and participants travel US\$10,000</p> <p>Consultant (MDG Report preparation) US\$40,000</p> <p>Travel Costs US\$8,000</p> | <p>Netherlands Antilles MDG Team (Directorate of Social Development, DEVCO, Directorate of External Affairs, and CBS</p> <p>DEVCO</p> | |

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| | <p>DEVINFO training of 15 persons</p> <p>Database established using DEVINFO and available online</p> <p>Target year 2, (1st and 2nd quarters)</p> <p>Population of database with 100 indicators, including metadata.</p> <p>Training of an additional 15 Public Servants from line Ministries</p> | <p>DEVINFO database established and training organised</p> <ul style="list-style-type: none"> ▪ Set up database using DEVINFO <p>Collection of data for entry into database</p> <p>Preparation of meta data</p> <p>Data entry</p> <p>Conduct DEVINFO training</p> | <p>Technical consultant for Database</p> <p>US\$60,000.00</p> <p>Venue cost (2 workshops)</p> <p>US\$4,000</p> <p>Participants' travel</p> <p>US\$8,200</p> |
| <p>Monitoring and evaluation costs</p> <p>UNV programme Officer</p> <p>Audit and evaluation</p> <p>GMS costs 7%</p> <p>Total Costs</p> | <p>Conduct final project audit and evaluation</p> | <p>US\$6,000</p> <p>US\$60,000</p> <p>US\$35,000</p> <p>US\$23,166.50</p> <p>US\$354,116.50</p> | |

III. ANNUAL WORK PLAN

Years: 2009 & 2010

| EXPECTED OUTPUTS <i>And baseline, indicators including annual targets</i> | PLANNED ACTIVITIES <i>List activity results and associated actions</i> | TIMEFRAME | | | | RESPONSIBLE PARTY | PLANNED BUDGET | |
|--|---|-----------|---------|---------|---------|-------------------|-------------------------|--------------------|
| | | Q3 2009 | Q4 2009 | Q1 2010 | Q2 2010 | | Funding Source | Budget Description |
| Output 1 Baseline: The Federal Government will cease to | Organize two change management workshops for key government officials | | | | | DEVCO | Government Cost Sharing | 2500 |
| | | | | | | | Workshop costs | 8500 |
| | | | | | | | Consultant | |

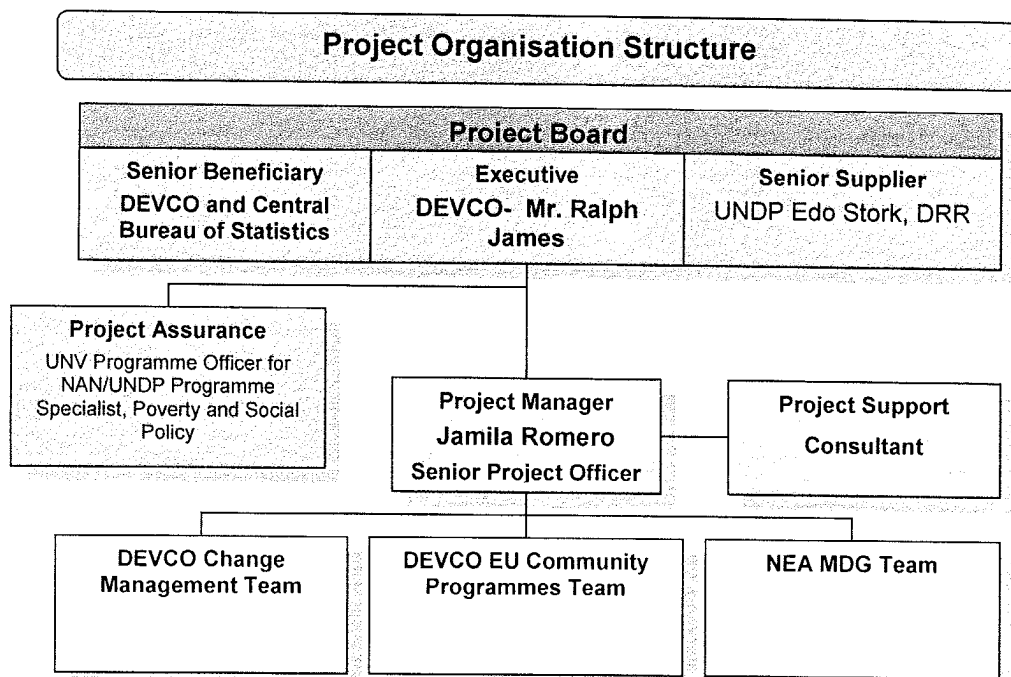
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| <p>exist. New entities/countries will be formed.</p> <p><i>Indicators:</i> <i>Target: Two workshops held to train 65 key government officials from Curacao and St Maarten trained.</i></p> | <ul style="list-style-type: none"> o Change management training/workshop for the civil servants in St. Maarten o Change management training/workshop for the civil servants in Curacao <p>Archiving of DEVCO'</p> | | | | <p>Workshop costs Consultant Inter island Travel Consultant</p> | <p>2000 8500 7,000 35,000</p> |
| | <p>Develop and implement an accompanying Communication Plan</p> | | | | | <p>8,000</p> |
| <p>Output 2 Baseline: Government officials have limited</p> | <p>Seminar/Workshop on the opportunities presented by the EU Community Programmes.</p> | | <p>DEVCO</p> | <p>Government Cost Sharing</p> | <p>Consultants fees and travel</p> | <p>7,150</p> |

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| <p>expertise of the operations and procedures for accessing support from the multi – lateral agencies.</p> <p><i>Indicators: Government officials of the new entities will initiate the community programmes</i></p> <p><i>Targets: 20 Government officials</i></p> <p><i>-Presentation of the community programme</i></p> <p><i>-new Government officials are trained</i></p> <p><i>-networks formed.</i></p> | <ul style="list-style-type: none"> ▪ Training of the civil servants of the NA in the possibilities of the EU Community Programmes of the European Union on: <ul style="list-style-type: none"> - Education and Training Programmes - Competitiveness and Innovation Framework - The Seventh Framework Programme - Cultural and Audiovisual Programmes - The Human Resource Training Programme in Japan - Workshop on capacity for interacting with the reformed UN System. | <p>Output 3</p> <p>Baseline: No MDG report exists nor is there a systematised socio-economic database for the islands within the</p> |
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| | | |
| Venue | 1,000 | |
| Facilitators | 4,000 | |
| Travel costs for SXM participants | 8,600 | |
| MDG Workshop venue and participants travel | 10,000 | |
| MDG workshop Consultant | 7500 | |
| | | Government Cost Sharing |
| | | MDG |
| | | NEA Team |

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| <p>current federation. <i>Indicators: Government officials will initiate the process to prepare the National Report</i> <i>-Data collection initiated</i></p> <p><i>Targets: At least 15 government officials will be trained in MDG issues for which one or two workshops will be organized.</i></p> <p>DEVINFO training of 15 persons</p> <p>Database established using DEVINFO MDG team, CBS personnel, key Government officials</p> | <p>Report</p> <p>MDG team members will attend regional MDG meetings and one visit to The Netherlands</p> <p>DEVINFO database training organised</p> <ul style="list-style-type: none"> o Set up database using DEVINFO o Conduct training sessions | | | | <p>Consultant MDG report preparation</p> <p>Seminar and training costs</p> | <p>40,000</p> <p>8,000</p> |
|--|--|--|--|--|--|----------------------------|

| | | | | | | | | |
|-----------|--|--|--|--|--|--|--------|------------|
| | | | | | | Venue costs for 2 | | |
| | | | | | | Workshops | 4,000 | |
| | | | | | | Consultant | 60,000 | |
| | | | | | | Travel costs for participants | 8,200 | |
| | | | | | | M&E costs | 6,000 | |
| | | | | | | Partial cost of UNV Programme Manager | 60,000 | |
| | | | | | | Audit and evaluation | 35,000 | |
| | | | | | | | | 330,950.00 |
| Sub total | | | | | | | | 23116.50 |
| GMS @ 7% | | | | | | | | 354,116.50 |
| TOTAL | | | | | | | | |

IV. MANAGEMENT ARRANGEMENTS



The project will be implemented as a nationally implemented project (NIM) with Country Office support provided by UNDP, Port of Spain. DEVCO will assign a dedicated Project Manager, Senior Projects Officer who will be responsible for ensuring that outputs are achieved.

Implementation arrangement will require that the listed parties be responsible for the following:

DEVCO Project Manager

- In country co-ordination of training events and selection of *training participants*
- All logistical arrangement for activities in Curacao and St. Maarten
- Management of advances for undertaking activities in St Maarten and Curacao
- Reporting on advances received from UNDP
- Preparation of quarterly, semi-annual and annual reports as detailed in the Monitoring and Evaluation Section that follows.
- In country arrangements for planning and arranging all DEVINFO training

- Establishment of database and in conjunction with Central Bureau of Statistics (CBS) deciding on its content
- Collection of data from various entities
- Verification in conjunction with CBS of the technical soundness of data entered into the database
- With CBS he/she will prepare all the required meta-data and enter into database.
- Preparation of monthly reports on progress with database creation and training.

UNDP (Senior Supplier)

- Procurement of consultant services for outputs 1 -3 utilising UNDP's procurement rules and regulations.
- Function as fund manager
- Perform functions related to project assurance
- Provide knowledge sharing and advisory services to the project.

This project shall be funded from available cost sharing resources from the Government of the Netherlands Antilles which have already been lodged with UNDP. UNDP shall administer the payment in accordance with the regulations, rules and directives of UNDP. All financial accounts and statements shall be expressed in United States dollars.

If unforeseen increases in expenditures or commitments are expected or realized (whether owing to inflationary factors, fluctuation in exchange rates or unforeseen contingencies), UNDP shall submit to the government on a timely basis a supplementary estimate showing the further financing that will be necessary. The Government shall use its best endeavours to obtain the additional funds required.

If the payments referred above are not received or if the additional financing required in accordance with paragraph []above is not forthcoming from the Government or other sources, the assistance to be provided to the project under this Agreement may be reduced, suspended or terminated by UNDP.

Any interest income attributable to the contribution shall be credited to UNDP Account and shall be utilized in accordance with established UNDP procedures.

In accordance with the decisions and directives of UNDP's Executive Board:

The contribution shall be charged:

- (a) 7% cost recovery for the provision of general management support (GMS) by UNDP headquarters and country offices
- (b) The contribution shall be subject exclusively to the internal and external auditing procedures provided for in the financial regulations, rules and directives of UNDP."

Ownership of equipment, supplies and other properties financed from the contribution shall be vested in UNDP. Matters relating to the transfer of ownership by UNDP shall be determined in accordance with the relevant policies and procedures of UNDP.

MONITORING FRAMEWORK AND EVALUATION

The project shall be monitored in accordance with the programming policies and procedures outlined in the UNDP User Guide, through the following:

Within the annual cycle

- On a quarterly basis, a quality assessment shall record progress towards the completion of key results, based on quality criteria and methods captured in the Quality Management table below.
- An Issue Log shall be activated using Atlas format and updated by the Project Manager to facilitate tracking and resolution of potential problems or requests for change.
- Based on the initial risk analysis submitted (see annex II), a risk log shall be activated in Atlas by UNDP and regularly updated by DEVCO by reviewing the external environment that may affect the project implementation.
- Based on the above information which will be recorded in Atlas by UNDP, a Quarterly Progress Reports (QPR) shall be submitted by the Project Manager to the Project Board through Project Assurance, using the standard report format available in the UNDP Executive Snapshot.
- a project Lesson-learned log shall be activated and regularly updated to ensure on-going learning and adaptation, and to facilitate the preparation of the Lessons-learned Report at the end of the project
- a Monitoring Schedule Plan shall be prepared using Atlas format and updated by DEVCO to track key management actions/events

Annually

- **Semi- Annual Review Report.** A semi-annual Review Report shall be prepared by the Project Manager and shared with the Project Board. As a minimum requirement, the semi- annual Review Report shall consist of the Atlas standard format for the Quarterly Progress Report (QPR) covering the half year with updated information for each above element of the QPR as well as a summary of results achieved against pre-defined annual targets at the output level.
- **Annual Project Review.** Based on the above report, an annual project review shall be conducted during the last quarter of the project or soon after, to assess the performance of the project. .. This review is driven by the Project Board and may involve other stakeholders as required. It shall focus on the extent to which progress is being made towards outputs, and that these remain aligned to appropriate outcomes.

All costs related to the monitoring and evaluation shall be provided for within the project budget.

VII. Quality Management for Project Activity Results

| OUTPUT 1: | | |
|---|--|---|
| Activity Result 1 (Atlas Activity ID) | <i>Capacity development of the civil servants in the NA</i> | Start Date: July 2009 End Date: December 2009 |
| Purpose | To prepare the civil servants for assuming functions and responsibilities in the new countries | |
| Description | <ul style="list-style-type: none"> - <i>Change management training/workshop for the civil servants from St. Maarten and Curacao</i> - Data archiving for DEVCO | |
| Quality Criteria <i>how/with what indicators the quality of the activity result will be measured?</i> | Quality Method <i>Means of verification. what method will be used to determine if quality criteria has been met?</i> | Date of Assessment <i>When will the assessment of quality be performed?</i> |
| Comprehensive handover briefing packages prepared for the civil servants in the new countries Existence of a systematised procedure for handover functions Comprehensive archiving of documents | Review/evaluation of preparedness of civil servants for new tasks Documents archived and accessible | At the end of the workshop and when handover briefs and protocols are prepared. January 2010 |

| OUTPUT 2: | | |
|---|--|--|
| Activity Result 1 (Atlas Activity ID) | <i>Capacity developed of the civil servants in the Netherlands Antilles to access international funding knowledge sharing and advisory services</i> | Start Date: October 2009 End Date: January r 2010 |
| Purpose | To allow for access to multi lateral assistance and funding . | |
| Description | <ul style="list-style-type: none"> - <i>Training of the civil servants of the NA in the possibilities of the Community Programmes of the European Union</i> - <i>Seminar on the accessing technical assistance resources from the reformed UN system</i> | |
| Quality Criteria | Quality Method <i>Means of verification. what</i> | Date of Assessment <i>When will the</i> |

| | | |
|---|---|--|
| | <i>method will be used to determine if quality criteria has been met?</i> | <i>assessment of quality be performed?</i> |
| Successful negotiation of resource mobilisation with the EU | Existence of a programme of support from the EU for the new countries | To be determined. |
| Ability to plan and programme for UN System support | Preparation of a programme of support from UN System | To be determined |

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| OUTPUT 3: | | |
| Activity Result 1 (Atlas Activity ID) | <i>Capacity developed for data management and Institutional Strengthening of the Central Bureau's of Statistics Capacity built in line Ministries in Curacao and St Maarten for MDG monitoring and reporting</i> | Start Date: July2009 – June 2010 |
| Purpose | <i>To be able to collect, process, report on the</i> | |
| Description | <ul style="list-style-type: none"> - <i>MDG Report prepared</i> - <i>Workshop on MDG's</i> - <i>Creation of national database using DEVINFO</i> - <i>Training of personnel in database use and administration</i> - | |
| Quality Criteria | Quality Method | Date of Assessment |
| Technically sound statistical data used for database creation | Peer review by CSO, POS Certification of trainees by DEVINFO trainer | 4th quarter 2010 |

VIII. LEGAL CONTEXT

The project document shall be the instrument envisaged in the Supplemental Provisions to the Project Document, attached hereto.

Consistent with the above Supplemental Provisions, the responsibility for the safety and security of the executing agency and its personnel and property, and of UNDP's property in the executing agency's custody, rests with the executing agency.

The executing agency shall:

- a) put in place an appropriate security plan and maintain the security plan, taking into account the security situation in the country where the project is being carried;
- b) assume all risks and liabilities related to the executing agency's security, and the full implementation of the security plan.

UNDP reserves the right to verify whether such a plan is in place, and to suggest modifications to the plan when necessary. Failure to maintain and implement an appropriate security plan as required hereunder shall be deemed a breach of this agreement.

The executing agency agrees to undertake all reasonable efforts to ensure that none of the UNDP funds received pursuant to the Project Document are used to provide support to individuals or entities associated with terrorism and that the recipients of any amounts provided by UNDP hereunder do not appear on the list maintained by the Security Council Committee established pursuant to resolution 1267 (1999). The list can be accessed via <http://www.un.org/Docs/sc/committees/1267/1267ListEng.htm>. This provision must be included in all sub-contracts or sub-agreements entered into under this Project Document.

VIII. Annexes:

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| Annex I. | Supplemental Provisions |
| Annex II | Risk Log |
| Annex II. | Terms of Reference for Change Management Consultant |
| Annex IV. | Terms of Reference for UNV Liaison Officer |
| Annex V. | NIM Letter of Agreement and attachment |

UNDP, POS



Standard annex to project documents for use in countries which are not parties to the Standard Basic Assistance Agreement (SBAA)
Standard Text: Supplemental Provisions to the Project Document:



The Legal Context

General responsibilities of the Government, UNDP and the executing agency

1. All phases and aspects of UNDP assistance to this project shall be governed by and carried out in accordance with the relevant and applicable resolutions and decisions of the competent United Nations organs and in accordance with UNDP's policies and procedures for such projects, and subject to the requirements of the UNDP Monitoring, Evaluation and Reporting System.
2. The Government shall remain responsible for this UNDP-assisted development project and the realization of its objectives as described in this Project Document.
3. Assistance under this Project Document being provided for the benefit of the Government and the people of (the particular country or territory), the Government shall bear all risks of operations in respect of this project.
4. The Government shall provide to the project the national counterpart personnel, training facilities, land, buildings, equipment and other required services and facilities. It shall designate the Government Co-operating Agency named in the cover page of this document (hereinafter referred to as the "Co-operating Agency"), which shall be directly responsible for the implementation of the Government contribution to the project.
5. The UNDP undertakes to complement and supplement the Government participation and will provide through the Executing Agency the required expert services, training, equipment and other services within the funds available to the project.
6. Upon commencement of the project the Executing Agency shall assume primary responsibility for project execution and shall have the status of an independent contractor for this purpose. However, that primary responsibility shall be exercised in consultation with UNDP and in agreement with the Co-operating Agency. Arrangements to this effect shall be stipulated in the Project Document as well as for the transfer of this responsibility to the Government or to an entity designated by the Government during the execution of the project.
7. Part of the Government's participation may take the form of a cash contribution to UNDP. In such cases, the Executing Agency will provide the related services and facilities and will account annually to the UNDP and to the Government for the expenditure incurred.

(a) Participation of the Government

1. The Government shall provide to the project the services, equipment and facilities in the quantities and at the time specified in the Project Document. Budgetary provision, either in kind or in cash, for the Government's participation so specified shall be set forth in the Project Budgets.
2. The Co-operating Agency shall, as appropriate and in consultation with the Executing Agency, assign a director for the project on a full-time basis. He shall carry out such responsibilities in the project as are assigned to him by the Co-operating Agency.
3. The estimated cost of items included in the Government contribution, as detailed in the Project Budget, shall be based on the best information available at the time of drafting the project proposal. It is understood that price fluctuations during the period of execution of the project may necessitate an adjustment of said contribution in monetary terms; the latter shall at all times be determined by the value of the services, equipment and facilities required for the proper execution of the project.

4. Within the given number of man-months of personnel services described in the Project Document, minor adjustments of individual assignments of project personnel provided by the Government may be made by the Government in consultation with the Executing Agency, if this is found to be in the best interest of the project. UNDP shall be so informed in all instances where such minor adjustments involve financial implications.
5. The Government shall continue to pay the local salaries and appropriate allowances of national counterpart personnel during the period of their absence from the project while on UNDP fellowships.
6. The Government shall defray any customs duties and other charges related to the clearance of project equipment, its transportation, handling, storage and related expenses within the country. It shall be responsible for its installation and maintenance, insurance, and replacement, if necessary, after delivery to the project site.
7. The Government shall make available to the project - subject to existing security provisions – any published and unpublished reports, maps, records and other data which are considered necessary to the implementation of the project.
8. Patent rights, copyright rights and other similar rights to any discoveries or work resulting from UNDP assistance in respect of this project shall belong to the UNDP. Unless otherwise agreed by the Parties in each case, however, the Government shall have the right to use any such discoveries or work within the country free of royalty and any charge of similar nature.
9. The Government shall assist all project personnel in finding suitable housing accommodation at reasonable rents.
10. The services and facilities specified in the Project Document which are to be provided to the project by the Government by means of a contribution in cash shall be set forth in the Project Budget. Payment of this amount shall be made to the UNDP in accordance with the Schedule of Payments by the Government.
11. Payment of the above-mentioned contribution to the UNDP on or before the dates specified in the Schedule of Payments by the Government is a prerequisite to commencement or continuation of project operations.

(b) Participation of the UNDP and the executing agency

1. The UNDP shall provide to the project through the Executing Agency the services, equipment and facilities described in the Project Document. Budgetary provision for the UNDP contribution as specified shall be set forth in the Project Budget.
2. The Executing Agency shall consult with the Government and UNDP on the candidature of the Project Manager *a/* who, under the direction of the Executing Agency, will be responsible in the country for the Executing Agency's participation in the project. The Project Manager shall supervise the experts and other agency personnel assigned to the project, and the on-the-job training of national counterpart personnel. He shall be responsible for the management and efficient utilization of all UNDP-financed inputs, including equipment provided to the project.
3. The Executing Agency, in consultation with the Government and UNDP, shall assign international staff and other personnel to the project as specified in the Project Document, select candidates for fellowships and determine standards for the training of national counterpart personnel.
4. Fellowships shall be administered in accordance with the fellowships regulations of the Executing Agency.

a/ May also be designated Project Co-ordinator or Chief Technical Adviser, as appropriate.

5. The Executing Agency may, in agreement with the Government and UNDP, execute part or all of the project by subcontract. The selection of subcontractors shall be made, after consultation with the Government and UNDP, in accordance with the Executing Agency's procedures.
6. All material, equipment and supplies which are purchased from UNDP resources will be used exclusively for the execution of the project, and will remain the property of the UNDP in whose name it will be held by the Executing Agency. Equipment supplied by the UNDP shall be marked with the insignia of the UNDP and of the Executing Agency.
7. Arrangements may be made, if necessary, for a temporary transfer of custody of equipment to local authorities during the life of the project, without prejudice to the final transfer.
8. Prior to completion of UNDP assistance to the project, the Government, the UNDP and the Executing Agency shall consult as to the disposition of all project equipment provided by the UNDP. Title to such equipment shall normally be transferred to the Government, or to an entity nominated by the Government, when it is required for continued operation of the project or for activities following directly there from. The UNDP may, however, at its discretion, retain title to part or all of such equipment.
9. At an agreed time after the completion of UNDP assistance to the project, the Government and the UNDP, and if necessary the Executing Agency, shall review the activities continuing from or consequent upon the project with a view to evaluating its results.
10. UNDP may release information relating to any investment oriented project to potential investors, unless and until the Government has requested the UNDP in writing to restrict the release of information relating to such project.

Rights, Facilities, Privileges and Immunities

1. In accordance with the Agreement concluded by the United Nations (UNDP) and the Government concerning the provision of assistance by UNDP, the personnel of UNDP and other United Nations Organizations associated with the project shall be accorded rights, facilities, privileges and immunities specified in said Agreement.
2. The Government shall grant UN volunteers, if such services are requested by the Government, the same rights, facilities, privileges and immunities as are granted to the personnel of UNDP.
3. The Executing Agency's contractors and their personnel (except nationals of the host country employed locally) shall:
 - (a) Be immune from legal process in respect of all acts performed by them in their official capacity in the execution of the project;
 - (b) Be immune from national service obligations;
 - (c) Be immune together with their spouses and relatives dependent on them from immigration restrictions;
 - (d) Be accorded the privileges of bringing into the country reasonable amounts of foreign currency for the purposes of the project or for personal use of such personnel, and of withdrawing any such amounts brought into the country, or in accordance with the relevant foreign exchange regulations, such amounts as may be earned therein by such personnel in the execution of the project;
 - (e) Be accorded together with their spouses and relatives dependent on them the same repatriation facilities in the event of international crisis as diplomatic envoys.
4. All personnel of the Executing Agency's contractors shall enjoy inviolability for all papers and documents relating to the project.

5. The Government shall either exempt from or bear the cost of any taxes, duties, fees or levies which it may impose on any firm or organization which may be retained by the Executing Agency and on the personnel of any such firm or organization, except for nationals of the host country employed locally, in respect of:
- (a) The salaries or wages earned by such personnel in the execution of the project;
 - (b) Any equipment, materials and supplies brought into the country for the purposes of the project or which, after having been brought into the country, may be subsequently withdrawn therefrom;
 - (c) Any substantial quantities of equipment, materials and supplies obtained locally for the execution of the project, such as, for example, petrol and spare parts for the operation and maintenance of equipment mentioned under (b), above, with the provision that the types and approximate quantities to be exempted and relevant procedures to be followed shall be agreed upon with the Government and, as appropriate, recorded in the Project Document; and
 - (d) As in the case of concessions currently granted to UNDP and Executing Agency's personnel, any property brought, including one privately owned automobile per employee, by the firm or organization or its personnel for their personal use or consumption or which after having been brought into the country, may subsequently be withdrawn therefrom upon departure of such personnel.
6. The Government shall ensure:
- (a) prompt clearance of experts and other persons performing services in respect of this project; and
 - (b) the prompt release from customs of:
 - (i) equipment, materials and supplies required in connection with this project; and
 - (ii) property belonging to and intended for the personal use or consumption of the personnel of the UNDP, its Executing Agencies, or other persons performing services on their behalf in respect of this project, except for locally recruited personnel.
7. The privileges and immunities referred to in the paragraphs above, to which such firm or organization and its personnel may be entitled, may be waived by the Executing Agency where, in its opinion or in the opinion of the UNDP, the immunity would impede the course of justice and can be waived without prejudice to the successful completion of the project or to the interest of the UNDP or the Executing Agency.
8. The Executing Agency shall provide the Government through the resident representative with the list of personnel to whom the privileges and immunities enumerated above shall apply.
9. Nothing in this Project Document or Annex shall be construed to limit the rights, facilities, privileges or immunities conferred in any other instrument upon any person, natural or juridical, referred to hereunder.

Suspension or termination of assistance

1. The UNDP may by written notice to the Government and to the Executing Agency concerned suspend its assistance to any project if in the judgement of the UNDP any circumstance arises which interferes with or threatens to interfere with the successful completion of the project or the accomplishment of its purposes. The UNDP may, in the same or a subsequent written notice, indicate the conditions under which it is prepared to resume its assistance to the project. Any such suspension shall continue until such time as such conditions are accepted by the Government and as the UNDP shall give written notice to the Government and the Executing Agency that it is prepared to resume its assistance.
2. If any situation referred to in paragraph 1, above, shall continue for a period of fourteen days after notice thereof and of suspension shall have been given by the UNDP to the Government and the Executing Agency, then at any time thereafter during the continuance thereof, the UNDP may by written notice to the Government and the Executing Agency terminate the project.

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3. The provisions of this paragraph shall be without prejudice to any other rights or remedies the UNDP may have in the circumstances, whether under general principles of law or otherwise.



OFFLINE RISK LOG



Annex II

| | |
|--|------------------|
| Project Title: Capacity Development for Nation Building in the Netherlands Antilles | Award ID: |
| Date: 20 May 2009 | |

| # | Description | Date Identified | Type | Impact & Probability | Countermeasures / Mngt response | Owner | Submitted, updated by |
|---|---|-----------------|----------------|--|--|--|-----------------------|
| 1 | Governments can give these projects a lower priority due to the ongoing dismantling process | | Political | Governments can request to postpone implementation of projects to a later date. P = 1 I = 3 The projects will be less successful. | 1) DEVCO will stay in close contact with Government representatives to assure a smooth process. 2) Explain the importance of these projects to the (Island) governments | R. L. James, Director DEVCO | Not applicable |
| 2 | Not all islands/institutions will participate: | | Organizational | Reduction in reach of project P = 1 I = 2 | DEVCO will be in constant contact with governments/institutions to monitor an active participation. | R. L. James, Director DEVCO | Not applicable |
| 3 | Not all islands/institutions will participate due to force majeure | | Organizational | Reduction in project reach and scope P = 1 I = 2 | DEVCO will monitor the situation. | R. L. James, director DEVCO | Not applicable |
| 4 | No agreement between DEVCO and the UNDP on: <ul style="list-style-type: none"> • Proposed candidates • Proposed dates | | Organizational | Projects will not be implemented P = 1 I = 5 | DEVCO and the UNDP will negotiate to reach an agreement on both issues. | R. L. James, Director DEVCO Dr. M. de Castro, | Not applicable |
| 5 | Communication gaps between UNDP, IT and DEVCO and partners that negatively impact project implementation | | Organizational | Inefficient project implementation | A UNV with specific project implementation responsibilities will be assigned to the project | R. L. James, Director DEVCO Dr. M. de Castro, Resident Representative | Not applicable |



TERMS OF REFERENCE
Change Management Consultant under project Capacity Building
for Nation Building in the Netherlands Antilles



A. BACKGROUND

In different referenda held on the island of the Netherlands Antilles (NA) (Bonaire, Curacao, Saba, St. Eustatius and St. Maarten) as from the year 2000, the citizens of these islands expressed themselves in favor of different constitutional position in the Kingdom of the Netherlands. These developments resulted in discussions for a new status of the islands of the NA within the Dutch Kingdom and culminated with the signing of the so called "Conclusions of the testing – Round Table Conference – of the Dutch Kingdom" on the 15th of December 2008 in Curacao. With the signing of this document the official dismantling of the Netherlands Antilles will start as per January 2009 in accordance with the agreements reached and laid down in the final declaration of the government meeting concerning the future constitutional Status of the N.A. November 2006. St. Maarten and Curacao will become separate countries within the Kingdom of the Netherlands and Bonaire, Saba and St. Eustatius will have closer relations with the Netherlands, they will become public entities in the Kingdom of the Netherlands. This process of fundamental changes comes with great challenges for both Federal and Island Government officials and a need for tailor made training and tools to better equip these civil servants as to enable them to deal with these challenges and changes. In order to contribute in addressing these great challenges the Department for Development Cooperation in the NA (DEVCO) in cooperation with the University of St. Maarten (USM) and financed by the European Union organized in April 2008 a change management workshop entitled « **"The Strategic Management Response to the Challenges of the Constitutional Changes"** for the head of departments and the directors of the civil servants in St. Maarten. The objective of this workshop was to provide relevant and actual information pertaining to tools that can be applied and which could enable civil servants to be better prepared to deal with the consequences resulting from the coming constitutional changes in the NA. The workshop proved to be very successful and useful. At the end of the workshop the participants expressed there wish to:

- Hold a follow-up workshop for this group to complete the diagnostic activities which were not completed during the workshop and to;
- Task the University of St Maarten to work with an expert to develop a Training and Organization Development Program as part of a Civil Service High Performance Workplace project for the civil service of Country St. Maarten. Optional will be cooperation with the University of the Netherlands Antilles.

In an effort to further contribute in addressing these needs and challenges and the success of this change management workshop, DEVCO is proposing to organize, a follow

up Change Management Workshop/Training for the civil servants in St. Maarten and also for the civil servants in Curacao i.e. also officers from DEVCO itself. The objective of these workshops/training is to follow-up on the process that started in April 2008 in St. Maarten and also to address the need of the civil servants in Curacao in their response to be better prepared to deal with the consequences resulting from the constitutional changes in the Netherlands Antilles and dismantling process to start early January 2009.

B. OBJECTIVES

The consultants should address the following issues in these workshops:

1. To build understanding of the dynamics of change and transformation and their implications for envisioning, enrolling, empowering and enthusing the civil servants about what it will take to transform the Civil Service of Country Curacao and Country St. Maarten from the Civil service Island of these islands;
2. To provide a perspective for the participants to manage the change processes currently taking place in the Netherlands Antilles Civil Service at the Federal and Island levels which will enroll, enable, empower, envision and enthuse them to embrace the changes taking place and to motivate and lead their subordinates to follow suit;
3. To sensitize the participants to how their subordinates are likely to react to the frame breaking change in the Civil Service of the Netherlands Antilles for which there are no examples available as a best practice anywhere in the world via their exposure to concepts, frameworks and discussion of the cycle of transformation.
4. To assist the participants to understand the role they must play as the facilitators of change and transformation in mobilizing and enrolling all the civil servants in the new country Curacao and country St. Maarten through the improvement of service delivery to all the citizens of St. Maarten and Curacao.

C. OUTPUTS

The change management workshop/training is to sensitize the civil servants to the process of Change and Transformation thereby preparing them to embrace change and transformation in fashioning the Civil Service of Country Curacao and Country St. Maarten to improve service delivery, improve financial planning and enhance communication with internal and external stakeholders.

D. APPROACH TO THE WORK

The undertaking of the work should, in global terms, be phased as follows:

1. Collection of all relevant data and information on the constitutional changes in the Netherlands Antilles.

2. Prepare training and workshops materials.
3. Submit these training and workshop materials prior to the workshop or training
4. Training of the project officers of DEVCO and the civil servants of Curacao and St. Maarten in change management to prepare them for the constitutional changes and implementation process of agreements reached between the Kingdom partners .
5. Advice on tools that can be applied to be better equipped to the constitutional changes and dismantling process.
6. Advice on follow-up in terms of the change management process and the change management process in connection with the constitutional changes in the NA for country St. Maarten and country Curacao in particular.
7. Drafting the final workshop report

D. INSTITUTIONAL SET UP

The consultant will work under the supervision of the Department for Development Cooperation in the Netherlands Antilles in their responsibility as the counterpart for the UNDP.

E. INPUT

For the undertaking of the above-described work an assignment will be given to a qualified consultant. He or she must meet the following requirements:

- Senior consultant with an academic educational background with at least 10 years experience in change management training and reform processes;
- Experience in institutional strengthening and capacity building for the civil servants in the Caribbean region in particular the Netherlands Antilles;
- Experiences with the Netherlands Antilles and the Constitutional changes in the Netherlands Antilles;
- Experience with (constitutional) reform processes in the Caribbean region.
- Strong inter-personal skills are required;
- Have particular skills in training of and presentation for larger audiences in particular civil servants.
- Fluency in English both spoken and written. Some familiarity with Dutch would be a definite asset.

This assignment will be financed by the Department for Development Cooperation through the United Nation Development Programme (UNDP). The normal procedures of the UNDP for selection and contracting of consultants for such projects will apply.

F. PROCEDURES

This change management training or workshop will be financed by DEVCO through the UNDP. The Director of DEVCO will supervise the work. The consultant must therefore report to the

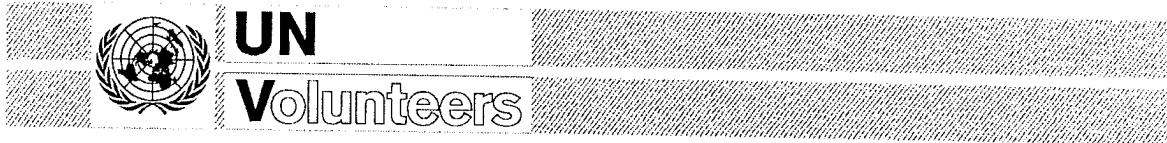
Director of DEVCO. All documents and reports must be submitted exclusively to him. DEVCO will ensure the proper distribution of reports and other documents to the relevant parties and the collection of remarks and reaction of the different stakeholders.

H. LOGISTICS AND TIMING

The assignment is expected to commence on the first quarter in 2009 and will take place in St. Maarten and Curacao. A definite date shall be agreed upon. The assignment will end not later than two weeks after the workshop with the submission of the final report.

I. BUDGET

A special service agreement will be signed between the UNDP office in T&T and the consultant. The assignment will be funded from the cost sharing balance of the N.A. UNDP fees and per diem will be applied



**Liaison Officer for the Netherlands Antilles
TERMS OF REFERENCE**

Annex IV

Preamble:

The United Nations Volunteers is the UN organization that supports sustainable human development globally through the promotion of volunteerism, including the mobilization of volunteers. It serves the causes of peace and development through enhancing opportunities for participation by all peoples. It is universal, inclusive and embraces volunteer action in all its diversity.

This post is a UNV volunteer assignment based on the values of free will, commitment, engagement and solidarity, which are the foundations of volunteerism. Volunteering brings benefit to the individual volunteer as well as the society at large. It enhances social cohesion and enriches communities.

In most cultures volunteerism is deeply embedded in long-established, ancient traditions of sharing and support within the communities. In this context, UNV volunteers take part in various forms of volunteerism and play a role in development and peace together with co-workers, host agencies and local communities.

In all assignments, UNV volunteers promote volunteerism through their action and conduct. Engaging in volunteer activity can effectively and positively enrich your understanding of local and social realities, as well as create a bridge between yourself and the people in your host community. This will make the time you spend as UNV volunteer even more rewarding and productive.

1. **Assignment Title:** Liaison Officer (covering Netherlands Antilles)
2. **Type of assignment (International or National UNV volunteer):** International
3. **Project Title:** Capacity Building for Nation Building in the Netherlands Antilles
4. **Duration:** One Year
5. **Location, Country:** Port-of-Spain, Trinidad
6. **Expected starting date:** 1 July 2009
7. **Brief Description:** The project will support the federal Government of the Netherlands Antilles to build systems and strategies to transition from a federal to individual country administrations. In doing so the project will assist public servants to develop change management strategies, archiving capacity, assess their current development status and record this in a Millennium Development Goals Report and build its data storage and retrieval capacity.

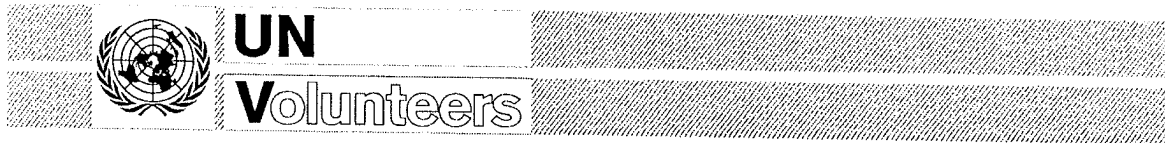
8. **Host Agency/Host Institute:** UNDP

9. **Description of Duties:**

Under the supervision of UNDP Resident Representative, the Liaison Officer will be responsible for:

Programme Development and Management:

- Identification of new UNDP/UNV projects for volunteer input;
- Monitor closely project implementation of the project "Capacity Development for Nation Building in NAN based on work plans and verify activities and assure quality against actual budget expenditures;
- Undertake field-monitoring visits, provide technical guidance to project teams, analyze project performance and be able to deal with problems that might hamper progress;



- Prepare analytic reports on field visits with appropriate recommendations for action;
- Participate in cluster/unit and programme meetings with the UNDP office;
- Based on programming opportunities and in discussion with the UNDP Resident Representative to participate actively in selected UN Thematic Task forces, sectoral consultative meetings as well as donor meetings in the Netherlands Antilles.
- Maintaining an information database on locally available and relevant socio-economic information that might influence the UNDP Programme in the Netherlands Antilles;

Management of UNV Operational Issues:

- Scrutinize all incoming correspondence related to the Netherlands Antilles and prepare appropriate responses;
- Screen candidates applying for UNV positions in the Netherlands Antilles and take lead in their recruitment if they are selected for assignments. Compile interview reports on related dossiers for recruitment and dispatch to UNV headquarters;
- Prepare analytical bi-annual reports on the on progress made in developing a UN System assistance programme in the Netherlands Antilles;

Security-related Support:

- Keep UNV headquarters and the Designated Official informed regularly on the security situation in the Netherlands Antilles.

Public Relations, Partnership and Networking:

- Establish, foster and maintain working relationships with all agencies that utilise the services of UNVs, including Government Institutions, UN agencies, the Private Sector, NGOs, CBOs and VIOs.
- On continuous basis, share information on the work of UNV with development partners to stimulate interest in the organization;
- Develop information kits and other promotional materials to promote the UNV and UN System programmes in the Netherlands Antilles.

10. Promotion of Volunteerism

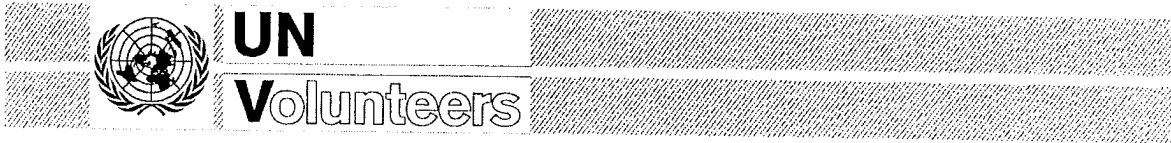
UNV volunteers are expected to promote volunteerism and engage in volunteering activities. As such UNV volunteers are encouraged to:

- Follow-up on the recommendations of the United Nations and any other international volunteer related resolutions that meet the country specific needs;
- Coordinate the activities of the annual celebrations of the International Volunteers Day (IVD) celebrated on December 5;
- Closely work and collaborate with the media for a sound publicity and awareness creation;
- Encourage serving volunteers to embrace the ideals of volunteerism and be the best advocates of volunteer action through training and provision of promotional materials;
- Ensure that volunteerism is mainstreamed in major national development instruments, i.e. National Human Development Reports (NHDR), Strategies for the Millennium Development Goals (MDGs) achievements, Common Country Assessment (CCA), UNDAF, CCF and other agencies' Country Programmes and Evaluation Reports.

11. Results/Expected Output:

The Liaison Officer is expected to work closely with the Programme Team in the UNDP Trinidad and Tobago Country Office (UNDP CO) and will have both programmatic and managerial responsibilities. Main benchmarks are as follows:

- In cooperation with the UNDP CO, development of at least one new project proposal with national partners and LPAC'ed in line with UNDAF, CPD, and UNV AIM strategy incl. resources mobilized.
- Appropriate integration of UNVs in current and future UNDP TT project portfolio for the Netherlands Antilles.
- Development of at least one significant knowledge product detailing lessons learned from work in NAN



- Organization of International Volunteers Day (IVD) and other UN day with a focus on volunteerism if and as appropriate.
- Member and active contribution to UN Security Team in the country to ensure highest possible level of safety of any UNVs recruited for the Netherlands Antilles .
- A final statement of achievements towards volunteerism for development within your host community

12. Qualifications/Requirements:

- Advanced degree preferably in social sciences, economics, public/business administration and/or relevant field specific to a given country.
- At least five (5) years in development related field preferably in developing countries and in management capacity: preference would be given to those with previous experience as a volunteer and with volunteer management and/or promotion of volunteerism.

13. Competencies:

Computer skills:

Experience in the use of computers and office software packages and handling of ATLAS or other ERP software. .

Language skills:

Fluency in English and Dutch, and ability to speak local language (Papiamentu) is an asset.

Other skills :

- Knowledge of capacity development and social mobilization techniques, and governance and/or other UNDP development practice area.
- Programme management skills, and proven management experience in project design and implementation.
- Service oriented and proven communication and marketing skills.
- Excellent people management, financial management, service delivery, client relations, communications and outreach skills.

Date: May 29 2009.



Trinidad & Tobago

the provision of such support services. The Government shall retain overall responsibility for the nationally managed 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.

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 Supplemental Provisions.

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 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.

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 your Government and UNDP on the terms and conditions for the provision of support services by the UNDP country office for nationally managed programmes and projects.



Trinidad & Tobago

23 June 2009

Dear Mr. James,

1. Reference is made to consultations between officials of the Government of *the Netherlands Antilles* (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 administrative budget of the office.

3. The UNDP country office may 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 personnel;
- (b) Identification and facilitation of training activities;
- (a) 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 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 a project, the annex to the project document is revised with the mutual agreement of the UNDP resident representative and the Designated Institution.

5. The relevant provisions of the Supplemental Provisions forming part of the project document, including the provisions on liability and privileges and immunities, shall apply to



Trinidad & Tobago

Yours sincerely,

A handwritten signature in black ink, appearing to be 'Marcia De Castro', is written above a horizontal line.

Signed on behalf of UNDP
Marcia De Castro
[Title: Resident Representative]

A handwritten signature in black ink, appearing to be 'Ralph James', is written above a horizontal line.

For the Government
[Ralph James, Director, Department for Development Co-operation
23 June 2009]



Trinidad & Tobago

Attachment to Annex V

DESCRIPTION OF UNDP COUNTRY OFFICE SUPPORT SERVICES

1. Reference is made to consultations between Department for Development Co-operation, the institution designated by the Government of the Netherlands Antilles and officials of UNDP with respect to the provision of support services by the UNDP country office for the nationally managed project Capacity Development for Nation Building in the Netherlands Antilles
2. In accordance with the provisions of the letter of agreement signed on [*insert date of agreement*] and the [*project document*], the UNDP country office shall provide support services for the *Project*] as described below.
3. Support services to be provided: (*See next page*)



Trinidad & Tobago

| Support services (insert description) | 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) |
|---|--|---|--|
| 1A. Recruitment of project personnel | Recruitment of consultants for: <ul style="list-style-type: none"> • Change Management consultant • Information Management • Resource mobilization consultant • Preparation of MDG Report • Database consultant | 7% of the cost of the full cost of these services | Not applicable |
| 1B. Identification of project personnel | Identification of personnel for: <ul style="list-style-type: none"> • UN System workshop • DEVINFO training | | |
| 2. Identification and facilitation of training activities | Technical advice and comments on TOR for trainers | | |
| 3. Procurement of goods and services; | Procurement of services listed at 1A above | | |



3. Description of functions and responsibilities of the parties involved:

Functions and responsibilities of UNDP

| Function | Responsibility |
|--|------------------------|
| Recruitment of project personnel | Procurement Unit, UNDP |
| Identification of project personnel | Programme Specialist |
| Identification and facilitation of training activities | Programme Specialist |
| Procurement of goods and services | Procurement Unit, UNDP |